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 – May 25, 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 Robinson.

3. Pledge of Allegiance to the Flag.

4. Are there any items to be added to the agenda?

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

5. Commissioners' Forum.

6. Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Jennifer A. Caro, Senior Office Support Assistant, Public Safety Department, on 35 years of dedicated service;

B. Adopt the Proclamation commending and congratulating Gary E. Straughn, Emergency Medical Specialist - Paramedic, Public Safety Department, on 26 years of dedicated service; and

C. Ratify the Proclamation, dated March 24, 2017, commending and congratulating Cynthia F. "Cindy" Birden, Senior Librarian, Library Services Department, on 35 years of dedicated service.

7. Written Communication.

May 12, 2017 - Communication from Rochester Pettway and Tammy Pettway requesting the County return real property, located at 852 Violet Avenue, Pensacola, FL 32505 (Parcel Ref#26-1S-30-6101-019-006, Account #03-1271-000), that was conveyed to the County via an Escheatment Tax Deed on February 3, 2017 (recorded in Official Record Book 7674 at page 1987 on March 6, 2017), which was the Homestead Property of Rochester Pettway at that time.

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

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

9. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Creekwood and Creekwood Oaks Lift Station Improvement MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Creekwood and Creekwood Oaks Lift Station Improvement Municipal Service Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since Lift Station improvements increase the market value of an individual Lot, and increase the ability of Lot owners to develop their land;

B. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

C. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for lift station improvements.

10. 5:32 p.m. Public Hearing for consideration of the vacation of a portion of unopened right-of-way off Arthur Brown Road, on the Board's own Motion.

Recommendation: That the Board take the following action concerning the Vacation of a portion of unopened right-of-way off Arthur Brown Road:

A. Approve or deny the vacation of a portion of unopened right-of-way (approximately 0.16 acres) off Arthur Brown Road;

B. Adopt the Resolution to Vacate; and

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

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

11. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action as recommended by the Committee of the Whole (C/W) at the May 11, 2017, C/W Workshop:

A. Direct staff to implement the following changes to the Escambia County Corrections operations (C/W Item #6):

1. Inmate training programs similar to those offered in Walton County;

2. Minimize the transportation of inmates between Walton County and Escambia County;

3. Amend the current policy in order to allow qualified inmates to serve as Internal Trustees in the Walton County and Escambia County jails;

4. Continue the relationship with Walton County in order to house inmates if the Escambia County jail is over capacity, and approach Santa Rosa County, Okaloosa County, and the judiciary regarding a regional collaboration; and

5. Ensure Escambia County Corrections explores all opportunities to use technology in jail operations including surveillance and video visitation; and

B. Approve implementation of the "My Government Online" and "QLess" systems at the Central Office Complex (C/W Item #7).

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the March 2017 Returns Received in April 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2017 returns received in the month of April 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2017; total collections for the month of March 2017 returns was $862,643.25; this is a 3.26% increase over the February 2016 returns; total collections year to date are 7.51% more than the comparable time frame in Fiscal Year 2016.

2. Recommendation Concerning Acceptance of the April 30, 2017, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2017, as required by Ordinance Number 95-13; on April 30, 2017, the portfolio market value was $271,885,002 and portfolio earnings totaled $227,715 for the month; the short-term portfolio yield was 0. 73%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.76%; the long-term CORE portfolio achieved a yield of 1.37%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.43%.

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

That the Board adopt the Resolution authorizing the write-off of $606.40 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

4. Recommendation Concerning Acceptance of Documents Provided for Filing with the Board's Minutes

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

A. The *Modification to Subgrant Agreement Between the Division of Emergency Management and Escambia County*, Contract Number: 16HM-H4-01-27-01-451, Project Number: 4177-19-R, based on the Board's action of June 16, 2016, authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for the Lake Charlene Warrington Drainage Area Project; and

B. The *Northwest Florida Water Management District Financial Statements, September 30, 2016*, provided by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District.

5. Recommendation Concerning Acceptance of Attorney-Client Transcripts

That the Board accept, for filing with the Board's Minutes, transcripts for the following Attorney-Client Sessions of the Board of County Commissioners, provided to the Clerk to the Board's Office:

DATE	**CASE(S)**
December 5, 1995	Escambia County vs. First Montauk Securities Corp.
January 7, 1997	Escambia County vs. MGSI Securities, Inc.; Escambia County vs. Raymond James & Associates, Inc.; and Escambia County vs. Coastal Securities, Inc.
June 3, 1999	Frankenmuth Mutual Insurance Company, a Michigan Corporation vs. Ernie Lee Magaha, as Clerk of Court of Escambia County, Florida, and as Successor to Joe A. Flowers, Comptroller, Escambia County, and Escambia County, Florida
June 6, 2002	Tracie T. Watson vs. Escambia County Board of County Commissioners, First Judicial Circuit and Willie J. Junior

October 2, 2003	Earnest Stanberry, Jr., vs. Escambia County, Florida; and Randolph Robbert, Judith Robbert, Suzanne Robbert and Kevin Hutchinson vs. Escambia County, Florida, et al.
January 20, 2004	Earnest Stanberry, Jr., vs. Escambia County, Florida; and Frankenmuth Mutual Insurance Co. vs. Escambia County, Florida
May 20, 2004	Frankenmuth Mutual Insurance Co. vs. Escambia County, Florida
November 4, 2004	Emerald Lakes (Heron's Forest Development Company)
November 4, 2004	Earnest Stanberry vs. Escambia County
May 5, 2005	Torrey Village Apartments, LLC vs. Escambia County, Florida, Keith Wilkins, Doyle Butler, and Timothy Day
September 15, 2005	Emerald Lakes (Heron's Forest Development Company)
December 8, 2005	Emerald Lakes (Heron's Forest Development Company)
January 19, 2006	Peter S. Cranford vs. Escambia County
April 20, 2006	Department of Community Affairs and Perdido Key Association, Inc. vs. Escambia County and WCI Communities, Inc., et al.
June 15, 2006	Ernest C. Wulzer and Rebecca L. Wulzer vs. Escambia County, et al.; Robert C. Dunahoo and Theresa J. Dunahoo vs. Escambia County; and J. Steven Ford and Thomas E. English, as Co-Successor Trustees of the Kirke M. Beall Trust
July 20, 2006	Peter Cranford vs. Escambia County
August 3, 2006	Clyde Kilpatrick vs. Ogden Entertainment; Ogden Presents vs. Fireman's Fund Insurance Company; and Rhonda Hughes vs. Escambia County, FL

September 6, 2006	Ernie Lee Magaha vs. D.M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, Kevin White, et al.
September 21, 2006	Escambia County vs. Rodney Williams
March 8, 2007	Rhonda Hughes vs. Escambia County
June 21, 2007	Rhonda C. and Rebecca L. Wulzer vs. Escambia County, et al.
September 20, 2007	Ernest C. and Rebecca L. Wulzer vs. Escambia County, et al.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 4, 2017;

B. Approve the Minutes of the Regular Board Meeting held May 4, 2017; and

C. Approve the Minutes of the Attorney-Client Session held May 11, 2017.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 4, Location and Use Regulations

   That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Article 4, Airport and Airfield Environs and Chapter 6, Definitions, to incorporate necessary information to implement airport protection zoning regulations in compliance with Florida Statutes, Chapter 333.

2. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Comprehensive Plan Chapter 3, Definitions, and Chapter 8, Mobility Element

   That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan 2030, as amended, Chapter 3, Definitions, and Chapter 8, Mobility Element, CPA-2017-01, to include definitions and to establish a permitting process for airport obstruction notification zones.

   At the May 2, 2017, Planning Board Meeting, the Board recommended approval for transmittal to DEO.

   This hearing serves as the first of two required public hearings before the BCC.

3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 of the Escambia County 2030 Comprehensive Plan - CPA-2016-03

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan, Chapter 3, Definitions, Section 3.01, CPA-2016-03, to add a definition for Limited Agricultural Uses. On February 22, 2017, the County received a letter from DEO stating it had no comments related to important state resources and facilities within its authorized scope of review.

   This hearing serves as the second of two required public hearings before the BCC.

4. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 34, Township 1N, Range 31W, Parcel Number 2101-000-001 totaling 56.80 (+/-) acres, located east of Isaacs Lane, from Industrial (I) to Mixed-Use Suburban (MU-S).

This hearing serves as the second of two required public hearings before the BCC.

5. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on February 7, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on February 7, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-11 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2016-11**
Address:	11975 Beulah Road
Property Reference No.:	34-1N-31-2101-000-001
Property Size:	56.8 (+/-) acres
From:	Ind, Industrial district (du density limited to vested residential development)
To:	LDR, Low Density Residential district (four du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Jesse Rigby and Joe Rector with Dewberry/Preble-Rish, Agent for Bolley L. Johnson, Briar Ridge LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Jesse Rigby, Joe Rector

6. 5:49 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on February 7, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

7. 5:50 p.m. - Recommendation Concerning the Review of Vested Rights Determination VRD-2017-01

That the Board of County Commissioners (BCC) review and approve the following Vested Rights case:

Case No.:	**VRD-2017-01**
Project Address:	9300 Blk Gibson Road
Property Reference No.:	24-3N-32-1301-001-001
Zoning District:	Agr
FLU Category:	AG
Vested Rights for:	Land Use
Applicant:	Constance Parker

8. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on April 4, 2017

That the Board take the following action concerning the rezoning cases heard by the Planning Board on April 4, 2017:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2016-13 and Z-2017-03 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
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
Planning Board Recommendation:	**Denial of the request for Commercial, recommended approval of rezoning to HDMU, High Density Mixed-use district (25 du/acre), per the applicant's request**
Speakers:	Buddy Page, James Scaminuci,

2. Case No.: ***Z-2017-03***

Address:	101 Beverly Parkway
Property Reference:	46-1S-30-2001-024-018
Property Size:	0.17 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (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 Ali Ramzan, Owner
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Mike Whitehead

9. 5:51 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on April 4, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

II. Action Item

1. Recommendation Concerning the Acceptance of Temporary (Five-Year) Restriction from Development of Property and Acceptance of Property for Corridor Preservation - Briar Ridge, LLC

   That the Board authorize staff to proceed with the process of accepting/acquiring the donated property.

2. A Recommendation Concerning the Review of an Interlocal Agreement between Escambia County and the City of Pensacola for Airport Hazard and Incompatible Land Use Zoning

   That the Board review and authorize the Chairman to sign the Interlocal Agreement for Airport Hazard and Incompatible Land Use Zoning, pursuant to Chapter 333, Florida Statutes.

3. Recommendation Concerning Final Plat Sawyers Ridge Permit #150700029

   That the Board take the following action concerning recording of the Final Plat of Sawyers Ridge (a 45-lot single family residential subdivision), located in the Farm Hill Community on County Road 97 (S. Highway 97), lying south of County Road 186 (W. Kingsfield Road). Owned and developed by Smart Living, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

   A. Approve the final plat for recording;

   B. Approve the street names “Sawyers Ridge Road, Sawyers Ridge Cove, Eagles Ridge Cove and Angels Ridge Cove”;

   C. Accept all public easements and Right of Way, drainage improvements within public easements/public parcels, as depicted upon the Final Plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the Water Management District; the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

   D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement Without Surety.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property for the Office of Pam Childers - Clerk of the Circuit Court and Comptroller

   That the Board approve the Request for Disposition of Property Form for the Office of Pam Childers, the Clerk of the Circuit Court and Comptroller, for property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Agency and reason stated.

2. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 20, 2017- Tonya Gant, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the April 20, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

3. Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

   That the Board approve the two Request for Disposition of Property Forms for the Waste Services Department, for one Grundfos Leachate Pump (Form 1); one Chevy Silverado 1500 4x4 pickup, two L8000 Ford trucks, one Morbark tub grinder and one Doppstadt trommel screen (Form 2). All property is described and listed on the Disposition Forms, with condition and reason 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.

4. Recommendation Concerning the Reappointment to the CareerSource Escarosa (Formerly Workforce Escarose, Inc.) Board of Directors - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board confirm the reappointment of Gracie Parker, Plumbers and Steamfitters, Local Union 366, to the CareerSource Escarosa Board of Directors. Ms. Parker's current term on the Board expired on May 4, 2017; however, CareerSource Escarosa is requesting the return of Ms. Parker to the Board with a term effective retroactively May 5, 2017, through May 4, 2020.

5. Recommendation Concerning CareerSource Escarosa (formally Workforce Escarosa, Inc.) to be named as a One-Stop Operator - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board confirm CareerSource Escarosa as a One-Stop Operator. CareerSource Escarosa completed a competitive procurement process through a Request for Proposal (RFP) and received no bids; therefore, is requesting that the Board of County Commissioners of Escambia County approve CareerSource Escarosa to continue to serve as this region's One-Stop Operator. A Local Workforce Development Board (in this case, CareerSource Escarosa) may be selected as a One-Stop Operator through sole source procurement upon agreement of the local chief elected official (Board of County Commissioners through its Chairman) and the state oversight entity (CareerSource Florida).

6. Recommendation Concerning the Draft Multi-Year Implementation Plan and Public Comment Period - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

   That the Board take the following action concerning the draft Multi-Year Implementation Plan relating to RESTORE Direct Component (Pot 1) funds:

   A. Approve the draft Multi-Year Implementation Plan for the ten projects nominated by the Board;

   B. Authorize staff to conduct the required 45-day public comment period for the draft Multi-Year Implementation Plan and incorporate meaningful public comments into the Plan; and

   C. Authorize staff to submit the Multi-Year Implementation Plan to the U.S. Department of Treasury.

7. Recommendation Concerning an Agreement with The Student Conservation Association, Inc., Relating to Summer 2017 Internship Opportunities with the Marine Resources Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board take the following action concerning an Agreement with The Student Conservation Association, Inc., relating to Summer 2017 Internship Opportunities with the Marine Resources Division:

   A. Approve the Agreement with The Student Conservation Association, Inc., (SCA PO-00722669 PO-00722725), providing for summer 2017 internship opportunities with the Marine Resources Division; and

   B. Authorize the County Administrator to execute the Agreement and subsequent documents such as no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

   Note: There is no cost to the County to provide these internship opportunities.

8. Recommendation Concerning a Request for Disposition of Property for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve the Request for Disposition of Property Form relating to a Multi-Parameter Water Quality Meter that is obsolete. This item will be used as a trade-in for a discount of up to 20 percent towards a replacement.

9. Recommendation Concerning Release of all Claims for Property Damage at 4610 Citadel Drive - Robert Dye, Manager, Risk Management Office

   That the Board approve and authorize the County Administrator to sign the Release of all Claims for Property Damage at 4610 Citadel Drive.

10. Recommendation Concerning the Adoption of the Escambia County Behavioral Health Transportation Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Behavioral Health Transportation Plan:

A. Review and adopt the Escambia County Behavioral Health Transportation Plan (BHTP); and

B. Authorize Public Works staff to transmit the adopted Plan to the State of Florida for acceptance.

11. Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority relating to the Purchase, Operation, and Maintenance of a Palm Tree Trimming Lift on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority relating to the purchase, operation, and maintenance of a Palm Tree Trimming Lift on Pensacola Beach:

A. Approve the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: The Office of Management and Budget is preparing a Supplemental Budget Amendment to transfer funds into this project. Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF) and the operating and maintenance cost of the equipment will be under the General Fund]

12. Recommendation Concerning Entering into an Agreement with the Emerald Coast Utilities Authority for a Property Swap and Waterline Construction - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize staff to begin working with the Department of Interior to allow the property transfer of a 50 foot x 150 foot portion of John R. Jones Park to the Emerald Coast Utilities Authority (ECUA) and the construction of 2,200 linear feet of 6-inch diameter waterline as part of the Bellawood Subdivision entrance road at Escambia County's cost (approximately $50,000) in exchange for the entire portion of the ECUA property 60 feet wide along the western property line.

[Budgetary Impact: Waterline to be constructed during the construction of the Bellawood Subdivision entrance road is currently unfunded. Funding allocation will be contingent upon property swap.]

13. Recommendation Concerning the Conveyance of an Access and Utility Easement to Emerald Coast Utilities Authority for Creekwood Subdivision- Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Access and Utility Easement to Emerald Coast Utilities Authority (ECUA) for Creekwood Subdivision:

A. Adopt the Resolution authorizing the conveyance of an Access and Utility Easement to ECUA for Creekwood Subdivision;

B. Approve the Access and Utility Easement authorizing the conveyance of the Easement to ECUA; and

C. Authorize the Chairman or Vice Chairman to execute the Access and Utility Easement, Resolution, and any other documents necessary to complete the conveyance without any further action from the Board.

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

14. 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 five Request for Disposition of Property Forms for the Public Works Department, listing 16 items. The Request Forms have been signed by all applicable authorities.

15. Recommendation Concerning the Use of the Artel Gallery by the Pensacola Opera, Inc., to Host the Opera's Guild Social Event on June 8, 2017 - Jack R. Brown, County Administrator

That the Board take the following action concerning the use of the Artel Gallery:

A. Approve the use of the Artel Gallery space for the Pensacola Opera, Inc., to host the Opera's Guild Social Event on Thursday, June 8, 2017, from 4:00 p.m., until 8:00 p.m.;

B. Grant permission for them to serve wine at this event, pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

C. Require the Pensacola Opera, Inc., to have the Artel Gallery cleaned up by 10:00 a.m., on Friday, June 9, 2017.

16. Recommendation Concerning the Federally-Funded Subaward and Grant Agreement Regarding the Escambia County Acquisition and Demolition Project - Tim Tolbert, CBO, Building Services Department Director

That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement regarding the Escambia County Acquisition and Demolition Project:

A. Approve the Federally-Funded Subaward and Grant Agreement between Escambia County and the State of Florida, Division of Emergency Management, regarding the Escambia County Acquisition and Demolition Project, providing Escambia County funding in the amount of $721,487.32, through the Federal Flood Mitigation Assistance Grant Program, Project Number FMA-PJ-04-FL-2015-019, for mitigation of repetitive loss properties in Escambia County; and

B. Authorize the Chairman to sign the Agreement.

17. Recommendation Concerning the Federally-Funded Subaward and Grant Agreement Regarding the Escambia County Elevation Project - Tim Tolbert, CBO, Building Services Department Director

That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement regarding the Escambia County Elevation Project:

A. Approve the Federally-Funded Subaward and Grant Agreement between Escambia County and the State of Florida, Division of Emergency Management, regarding the Escambia County Elevation Project, providing Escambia County funding in the amount of $459,764.29, through the Federal Flood Mitigation Assistance Grant Program, Project Number FMA-PJ-04-FL-2015-020, for mitigation of repetitive loss properties in Escambia County; and

B. Authorize the Chairman to sign the Agreement.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Sponsoring the 4th Annual Celebrating Brownsville Community Festival - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board ratify the May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving to sponsor the 4th Annual Celebrating Brownsville Community Festival, in the Brownsville Redevelopment Area, with a budget not to exceed $10,000, to be funded through the Brownsville Tax Increment Financing (TIF).

   [Funding Source: CRA Brownsville TIF Cost Center 370113]

2. Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3706 Navy Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA),concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3706 Navy Boulevard:

   A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Nedal Mohammad, owner of commercial property located at 3706 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, and/or Neighborhood Enterprise Division (NED), 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, for restoration of architectural features; and

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

3. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 13 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	**Address**	**Amount**
Fireside Promenade, LLC,	315 East Palmetto Avenue	$5,638
Joseph M. Baudendistel	516 Syrcle Drive	$5,605
Colin West, Brittany Ortega, and Robert E. West, Jr.	106 Payne Road	$1,250
Robert E. Jr., and Sandra L. West	112 Southeast Kalash Road	$1,250
F.E. Miller and Betty M. Smith	312 Sunset Avenue	$2,050
Mary L. Miller	702 Roxanne Lane	$2,687
Terry J. and Mary E. Teschel	316 Payne Road	$4,450
Terry J. Teschel	314 Payne Road	$2,600
Jack M. Stringfield	638 Lakewood Road	$4,625
Evan L. Jr., and Sheila Feltner	5 Audusson Avenue	$3,475
Paul C. and Sabine M. Barrett	203 Edgewater Drive	$4,345
Mary L. Broughton	839 Lucerne Avenue	$4,210
John K. Little and Mei Hung Chu	205 Aster Street	$3,866

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

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 13 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ronnie Katona, owner of residential property located at 103 Kalash Road, Warrington Redevelopment District, each in the amount of $1,425 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;

2. The Agreements between Escambia County CRA and Mavis Shelby Rosetti, owner of residential property located at 4117 West Belmont Street, Brownsville Redevelopment District, each in the amount of $3,812 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;

3. The Agreements between Escambia County CRA and Jay A. Yedrysek, owner of residential property located at 209 Greve Road, Warrington Redevelopment District, each in the amount of $1,300 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;

4. The Agreements between Escambia County CRA and Richard L. Burdess, owner of residential property located at 116 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $3,276 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

5. The Agreements between Escambia County CRA and Edward G. and Sandra L. Wilson, owners of residential property located at 414 Greve Road, Warrington Redevelopment District, each in the amount of $3,846 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

6. The Agreements between Escambia County CRA and Michael E. Jackson, owner of residential property located at 817 North Green Street, Brownsville Redevelopment District, each in the amount of $2,380 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost

Center 370113, to replace roof;

7. The Agreements between Escambia County CRA and James C. and Cheryl I. Tellefson, owners of residential property located at 202 Bryant Road, Warrington Redevelopment District, each in the amount of $4,687 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new central heating and air conditioning system;

8. The Agreements between Escambia County CRA and Richard Devereux, owner of residential property located at 502 Bryant Road, Warrington Redevelopment District, each in the amount of $3,788 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

9. The Agreements between Escambia County CRA and John W. and Kelly A. Gilkerson, owners of residential property located at 121 Gilliland Road, Warrington Redevelopment District, each in the amount of $3,867 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114,for electrical rewiring;

10. The Agreements between Escambia County CRA and Jeffrey K. Higgins, owner of residential property located at 301 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,600 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

11. The Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 211 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,050 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

12. The Agreements between Escambia County CRA and Marjory E. Tandy, owner of residential property located at 16 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $1,887 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

13. The Agreements between Escambia County CRA and Kim M. and Randy Conradson, owner of residential property located at 707 Rue Max Street, Barrancas Redevelopment District, each in the amount of $1,825 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, for sanitary sewer connections; and

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

5. Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood and Human Services Department Director

That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 3706 Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Nedal Mohammad, owner of commercial property located at 3706 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, in the amount of $1,756, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, and/or Neighborhood Enterprise Division (NED) 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, to install a new sign; and

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

6. Recommendation Concerning Amendment #2 to the State Housing Initiatives Partnership Program Interlocal Agreement with the Town of Century - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #2 to the State Housing Initiatives Partnership (SHIP) Program Interlocal Agreement with the Town of Century:

A. Approve Amendment #2 to the Interlocal Agreement for SHIP Housing Repair Assistance Project with the Town of Century to permit non-disaster applicants to apply for SHIP funds to support housing repair activities within the Town of Century; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all Project-related documents as required to implement the Project.

[Funding: Fund 120/2015, 2016 SHIP, or 2017 SHIP, Cost Centers 370201, 370202, or 370204]

7. Recommendation Concerning the Establishment of Rental Fees for the Brownsville Community Resource Center - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve the rental fee schedule for the Brownsville Community Resource Center as follows:

- Auditorium – $1,000 (8 hours); $500 (4 hours or less)
- Conference Rooms – $60 (3-hour minimum)
- Kitchen – $300 (flat rate with Auditorium or Conference Room rental)

[Funds derived from rental fees will be deposited into Escambia County Restricted Fund (101), Revenue Account (362008) and will be utilized for County-run programming and other community center uses. Funds will be expended from Fund (101), Cost Center (370105), Community Center Rentals]

8. Recommendation Concerning Supplemental Budget Amendment #129 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #129, General Fund (001), in the amount of $2,618, to recognize a reimbursement from the Town of Century for the 2017 Special Election, and to appropriate these funds back into the Supervisor of Elections Budget for other operational activities for the remainder of Fiscal Year 2016/17.

9. Recommendation Concerning Supplemental Budget Amendment #133 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #133, Local Option Sales Tax Fund III (352), in the amount of $60,000, to recognize proceeds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for the purchase of a Palm Tree Trimming Lift on Pensacola Beach.

10. Recommendation Concerning Supplemental Budget Amendment #134 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Local Option Sales Tax (LOST) Fund (352), in the amount of $11,757, to recognize insurance proceeds received for damage to a guardrail at Eleven Mile Creek, and to appropriate these funds back into the Cost Center from where repair costs were expended.

11. Recommendation Concerning Supplemental Budget Amendment #136 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #136, General Fund (001) and Local Option Sales Tax III (LOST) Fund (352), in the amount of $155,936 to recognize the Sheriff's off-duty officer, insurance, miscellaneous reimbursements/fees ($91,290) and proceeds from the sale/auction of older, high mileage vehicles that were purchased with LOST ($64,646) and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses and the LOST portion back into LOST Project 08SH0018 for future vehicle/equipment purchases.

12. Recommendation Concerning Supplemental Budget Amendment #137 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #137, Escambia County Restricted Fund (101) and Local Option Sales Tax (LOST) Fund (352) in the amount of $0, to recognize a reduction of $84,857 in the LOST portion covering the Administrative, Operation, and Repair associated with the Innerarity Island Development Corporation (IIDC) Water and Sewer Grant and recognizing an increase of $84,857 in the Escambia Restricted Fund were the IIDC Operating and Administrative portion of the grant is actually expensed in conjunction with the daily operations of the water and sewer utility.

13. Recommendation Concerning an Agreement with Gulf Coast Kid's House, Inc., for Child Protection Team Services - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning an Agreement to provide required medical examinations of allegedly abused, abandoned, or neglected children:

A. Approve the Agreement between Escambia County, Florida and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, effective upon the date last executed by the parties and expiring on September 30, 2017, to fund medical examinations of allegedly abused, abandoned, or neglected children at a rate of $300 per examination, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement;

C. Approve the preparation of the necessary vouchers and budget amendments for the remainder of Fiscal Year 2016/2017; and

D. Authorize the County Administrator to sign a Notice of Termination letter, effective February 17, 2017, for the Agreement with Northwest Florida Comprehensive Services for Children, Inc., the previous Florida Department of Health designated Child Protection Team Provider.

[Funding: General Fund, Fund 001, Cost Center 110201, Account 58234]

14. Recommendation Concerning Escambia County, Florida Sales Tax Revenue Bonds, Series 2017, to Finance New Correctional Facility - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board adopt a Resolution (the “2017 Supplemental Resolution”) authorizing the issuance and sale of not exceeding $89,000,000 Escambia County, Florida Sales Tax Revenue Bonds, Series 2017, to finance the new correctional facility.

The Financial Advisor reports that the estimated Maximum Bond Service Requirement given current market conditions is expected to be approximately $7,232,250 and will mature no later than October 1, 2047. The Maximum Bond Service Requirement of the combined Bond Service Requirement of the Series 2017 Bonds together with the Outstanding Parity Obligations is expected to be approximately $9,574,250.

15. Recommendation Concerning a Software License and Service Agreement with the South Central Planning and Development Commission - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning a Software License and Service Agreement with the South Central Planning and Development Commission :

A. Approve a Software License and Service Agreement with the South Central Planning and Development Commission (SCPDC) for use of the MyGovernmentOnline (MGO) Software Suite at an annual cost of $84,399.84 and with no initial setup fee. The cost will be divided between Building Inspections Permitting and the Information Technology Department. This software will replace the current Accela Civic Platform Software that is being used by Building Inspections Permitting, Development Services, and Environmental Code Enforcement;

B. Authorize the issuance of a Purchase Order, in the amount of $84,399.84, to South Central Planning and Development Commission for the MyGovermentOnline Software Suite; and

C. Authorize the County Administrator to execute all documents related to the acceptance of the Software License and Service Agreement with SCPDC for the MGO Software Suite.

[Funding: Fund 001 General Fund, Cost Center 270102, Information Technology $42,199.92, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration $42,199.92]

16. Recommendation Concerning a Memorandum of Agreement with The University of Florida for Economic and Life Cycle Evaluation of Municipal Solid Waste Management in Escambia County and Assessment of Alternative Solid Waste Approaches to Increase Recycling Rates - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to sign a Memorandum of Agreement between Escambia County and The University of Florida Board of Trustees for Economic and Life Cycle Evaluation of Municipal Solid Waste Management in Escambia County and Assessment of Alternative Solid Waste Approaches to Increase Recycling Rates.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304; Object Code 53101]

17. Recommendation Concerning the Florida Department of Environmental Protection Agreement for the Design and Permitting of the Bayou Chico Contaminated Sediment Removal Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Florida Department of Environmental Protection (DEP) Agreement No. RES02 relating to a Gulf Coast Ecosystem Restoration Council Grant Award for the Bayou Chico Contaminated Sediment Removal Project:

A. Approve the DEP Agreement No. RES02, in the amount of $335,510, for design and permitting of the Bayou Chico Contaminated Sediment Removal Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:
Paragraph 33, (page 18 of 19), last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA]
Note: There is no county match required under the Agreement.

18. Recommendation Concerning the Renewal of a Service of Process Contract with the Florida Department of Revenue - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Renewal of the Contract between Escambia County and State of Florida, Department of Revenue (DOR), Contract #CST17, for reimbursements related to Title IV-D Child Support Enforcement actions, including service of process and execution of writs for child support enforcement orders issued by DOR, beginning on July 1, 2017, and ending on June 30, 2018. This Renewal will continue to allow the County to collect 66% of the unit rate for each service of process and each writ. The original Contract was approved by the Board on May 15, 2014.

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

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

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2017 Budget and will be budgeted in Fiscal Year 2018]

20. Recommendation Concerning a Transportation Regional Incentive Program Application for the Longleaf Drive Roadway Capacity Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Transportation Regional Incentive Program TRIP Application for the Longleaf Drive Roadway Capacity Project:

A. Authorize staff to submit an Application for TRIP funds to the Florida Department of Transportation (FDOT) to request Grant funding for the Right-of-Way Phase for the Longleaf Drive Roadway Capacity Project; and

B. Authorize the Chairman to sign the Application and any other documents related to the request for TRIP funds, subject to Legal review and sign-off, without further action of the Board, if applicable.

[Funding: Local Option Sales Tax III (LOST III), Cost Center 210107, Project 08EN0078]

21. Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning additional Hazard Mitigation Grant Program (HMGP) funding for Hurricane Matthew DR-4283 from the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), for the Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management in the 11 Mile Creek Basin:

A. Authorize submittal of the following project and approve funding of the 25% match as available in Fund 352, "Local Option Sales Tax," (LOST) III:

Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management in the 11 Mile Creek Basin - Property Acquisition Plan:

The general intent of the mitigation project is to provide submittal of an HMGP grant application for Hurricane Matthew DR-4283 to supplement the Bristol Creek/Bristol Park/Ashbury Hills Area project that flooded as a result of the storm event which occurred April 29-30, 2014. The flood resulted in a negative impact to both public and private infrastructure, including approximately 160 homes and private properties. This area has flooded repeatedly during several previous severe storm events, since the development of the area started in 1988, as this area is located along and within the FEMA flood hazard zone of 11 Mile Creek.

Staff's intent has always been to apply to multiple grant sources to secure additional funding for this project, utilizing LOST funds as the required matching funds.

Estimated Cost: 25% of $4,434,744 ($1,108,686)

B. Approve and authorize the Chairman to sign the FEMA HMGP Application DR-4283 for the Bristol Park Area Acquisitions;

C. Authorize the Chairman to execute, subject to legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets;

D. Authorize the County Administrator or his designee, subject to legal review and sign-off, to execute subsequent grant applications for this project; and

E. Accept, subject to legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are designated as HMGP sites.

[Funding: Funding for the 25% match is available in Fund 352, LOST III, Project #12EN1763, "Delano Avenue Drainage Improvements Project"]

22. Recommendation Concerning the Joint Project Agreement (JPA) between the State of Florida Department of Transportation and Escambia County - Purchase Traffic Signal Controller Replacements for Region - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Joint Project Agreement (JPA), Financial Project Number: 436739-3-58-01, between the State of Florida Department of Transportation and Escambia County for the purchase of Traffic Signal Controller Replacements for Escambia/Santa Rosa Counties:

A. Approve and authorize the Chairman to sign the JPA between the State of Florida Department of Transportation and Escambia County for the Purchase of Traffic Signal Controller Replacements; and

B. Approve and authorize the Chairman to sign the Resolution.

[Budgetary Impact: FDOT will reimburse the County for direct costs of purchasing traffic signal controllers in an amount up to but not to exceed $140,000. Installation costs for Escambia County are included in the current Traffic Signal Maintenance and Compensation Agreement funded by FDOT. All other jurisdictions will handle their own installations. There are no matching funds required.]

23. Recommendation Concerning Contracts for the Bob Sikes Bridge Toll Facility - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Contracts for the Bob Sikes Bridge Toll Facility:

A. Approve the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87) for equipment repairs, for the Time and Materials Maintenance Contract Agreement through July 7, 2018, to Transcore, LP;

B. Amend the Board's action of December 8, 2016, CAR II-32, Item "B" and approve a 12-month extension, effective July 1, 2017, thru June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

24. Recommendation Concerning a Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, "Mack's Road Dirt Road Paving Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$19,500.00
Vendor:	Roads, Inc., of NWF
Project Name:	Mack's Road Dirt Road Paving Project
Contract:	PD 14-15.064, General Paving and Drainage Agreement
PO No.:	161394
CO No.:	1
Original Award Amount:	$337,890.80
Cumulative Amount of Change Orders through this CO:	$19,500.00
New Contract Total:	$357,390.80

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655]

25. Recommendation Concerning Flexible Benefits Plan Administrative Services - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the Flexible Benefits Program:

A. Approve the updated Escambia County Board of County Commissioners Flexible Benefits Plan to reflect changes in relevant Federal Laws and governance. The updated document reflects the organization's ability to provide par and other benefits in lieu of health insurance coverage. The option to "opt out" of health insurance coverage requires proof of other health insurance coverage. Employees who elect to "opt out" would receive $10,000 in additional life insurance coverage, a $12.98 discount on their dental coverage, and a $100 per calendar month stipend; and

B. Authorize the County Administrator to sign the Escambia County Board of County Commissioners Flexible Benefits Plan document.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53101. The budgetary impact will be determined by the number of eligible employees who enroll in the opt out provision.]

26. Recommendation Concerning an Interlocal Agreement Between the Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board - Jack R. Brown, County Administrator

That the Board take the following action concerning the Interlocal Agreement between the Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for parking enforcement:

A. Approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for parking enforcement in the Ernie Lee Magaha Building garage; special event parking in the M. C. Blanchard Judicial Building and the Ernie Lee Magaha Building garages; and renting reserved parking spaces in the Ernie Lee Magaha Building garage (up to 116 spaces); and

B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

[Revenue collected from the reserved parking spaces along with the Special Event parking will go into Fund 001-General Fund, Cost Center 310203, Maintenance; Fund 001-General Fund, Cost Center 310207, Utilities; to help off-set the cost of repairs and maintenance of the garages]

27. Recommendation Concerning the Funding Request for St. Vincent de Paul's "Sleeping Bags' Mass Kunfuzion Gala" Held on May 5, 2017 - Commissioner Jeff Bergosh, Vice Chairman, District 1

That the Board approve funding $500 for the St. Vincent de Paul's, "Sleeping Bags Mass Kunfuzion Gala" held on May 5, 2017, from Commissioner Jeff Bergosh's discretionary money and approve a Purchase Order for this purpose.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

28. Recommendation Concerning Multi-family Housing Revenue Bonds for Affordable Housing Project - Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding $6,600,000 multi-family housing revenue bonds (the “Bonds”) by the Escambia County Housing Finance Authority (the “Authority”) to be used to finance or refinance the Affordable Housing Project located in Taylor County, Florida (as described in the Background).

III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property Located at 14777 Perdido Key Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. Authorize staff to make an offer to the property owners, for the purchase of real property located at 14777 Perdido Key Drive, for the average of the County's appraised values of $795,000 and $950,000, which equals $872,500. Any counter-offer will be brought back before the Board for approval;

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.91 acres) located at 14777 Perdido Key Drive, from the property owners, and to 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 210107, Transportation and Drainage (T&D) LOST]

2. 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 as follows:

A. Approve allocating $6.5M to the Olive Road East Phase II Project from Local Option Sales Tax IV for multi-lane reconstruction and drainage improvements, from Yancey Street to East Johnson Avenue;

B. Approve allocating $500K to the County Road (CR) 295A (North Old Corry Field Road) Project, from Local Option Sales Tax IV. This is a Local Agency Program (LAP) project that involves the construction of sidewalks and drainage improvements along the eastern right of way of CR 295A between State Road (SR) 30 (US 98/West Navy Boulevard) and CR 298A (West Jackson Street);

C. Approve reallocating funds from Fund 352, (LOST III), Cost Center 210107, “Transportation and Drainage (T&D),” in the amount of $1,000,000, from the Intelligence Transportation System (ITS) Application Box Project, Project #11EN1028, to Perdido Key Beach Access Land Purchase, Fund 352, (LOST III), Cost Center 110267, Project #17PF3862;

D. Approve reallocating funds from Fund 352, (LOST III), Cost Center 210107, “Transportation and Drainage (T&D),” in the amount of $800,000, from the ITS Application Box Project, Project #11EN1028, to the Resurfacing Program, Fund 352, (LOST III), Cost Center 210107, Project #08EN0208, for resurfacing various roads as per the list provided; and

E. Approve reallocating funds from Fund 352, (LOST III), Cost Center 210107, "Transportation and Drainage (T&D)," in the amount of $5,760,988, to the following projects:

FROM:

Type	Description	District	Amount	Description
T	69th Avenue South	2	$10,928	This project is complete. Reallocate funds to 3rd and Winthrop to fix negative balance.
T	Perdido Key Pedestrian Crossing	2	$22,149	This project is complete. Transfer funds to 3rd and Winthrop to fix negative balance in project.
T	Perdido Key Pedestrian Crossing	2	$43,896	This project is complete. Transfer funds to Gulf Beach Highway (Patton Drive).

T	Treasure Hills	2	$60,000	Transfer funds to Gulf Beach Highway (Patton Drive).
T	Animal Shelter Turn Lane	3	$250	This project is complete. Transfer funds to Ensley/Caro Project.
T	Sidewalks Project (Cody Lane)	3	$7,195	Transfer funds to fix negative balance in Bobe Street Sidewalks; balance in Cody Lane Sidewalks $168,210 to construct sidewalks.
T	Massachusetts Avenue Sidewalks	3	$5,510	This project is complete. Transfer funds to Sidewalks Project.
T	Palafox Square	3	$87,297	This project is complete. Transfer funds to Detroit Safety Upgrades Project.
T	Langley and 9th	4	$500	This project is complete. Transfer funds to Olive Road Project.
T	Lodestar Avenue Sidewalks	4	$18,647	This project is complete. Transfer funds to Olive Road Project.
T	Lanier and Langley	4	$35,400	Transfer to Olive Road Project.
T	Bratt Road DRP	5	$119	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Campbell Road DRP	5	$14,783	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Crabtree Church Road	5	$12,987	Transfer funds to Resurfacing.
T	Greenland Road DRP	5	$150	This project is complete. Transfer funds to Guidy Lane Sidewalks to fix negative balance.
T	Greenland Road DRP	5	$43,417	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Highway 29/Highway 97	5	$234,600	Transfer funds to Highway 297A at Kingsfield Project.

T	Jacks Branch Road	5	$155,512	This project is complete. Transfer funds to Cooley Road Improvements Project $122,250; transfer funds to pay FDOT for costs not eligible for grant on CR 196 and CR 99 $33,262.
T	Killam Road	5	$848	Transfer funds to Dirt Road Paving Program.
T	Purdue Road	5	$2,646	This project is complete; transfer funds to Thompson, Crary, etc. to fix negative balance ($1720); $926 to Dirt Road Paving Program.
T	Quintette Bridge	5	$107,070	Transfer funds to Bridge Program.
T	Rocky Branch Road	5	$450	This project is complete. Transfer funds to Dirt Road Paving Program.
T	JPA/Design Box	n/a	$280,203	Transfer funds to I-10 Beulah Interchange Project 2017.
T	JPA/Design Box	n/a	$599,846	Transfer funds to I-10 Beulah Interchange Project 2018.
T	Neighborhood Enhancements	various	$400,000	Transfer funds to Detroit Safety Upgrades Project.
T	Neighborhood Enhancements	various	$400,000	Transfer funds to Resurfacing Program.
T	Open Graded Cold Mix Overlay	various	$3,380	Transfer funds to Dirt Road Paving Program.
			$2,547,783	**Total to Transfer Transportation**
D	Barefoot Estates	1	$11,857	This project is complete; transfer funds to Muldoon Velma project.
D	Bauer Road	1	$5,450	This project is complete; transfer funds to Muldoon Velma project.
D	Choctaw Drainage	1	$303,442	This project is complete; transfer funds to Midas and Muldoon $30,000; and Muldoon Velma $273K.
D	Crescent Lake	1	$872,457	Transfer funds to Muldoon Velma $395,457; Shoshone/Doug Ford $240,000, Saufley and Prospect $87,000, South Gulf Manor $150,000.

D	Woodlin Meadows	1	$1,149	This project is complete; transfer funds to Muldoon Velma project.
D	Perdido Bay Country Club Estates	2	$5,859	Transfer funds to Beach Haven project.
D	Siquenza Cove	2	$9	Transfer funds to Beach Haven project.
D	Englewood Drainage	3	$784,090	Transfer funds to Joint Project with School Board on Spring Street project.
D	Englewood Drainage	3	$138,000	Transfer to Massachusetts Avenue Drainage Project to fund County portion of the LAP Agreement.
D	Figland Drainage	3	$45,240	This project is complete; transfer funds to Ortega project.
D	Lincoln Park Area	3	$7,878	This project is complete; transfer funds to Ensley Caro Pond project.
D	Massachusetts Avenue Drainage	3	$94,172	This project is complete; transfer funds to Ensley Caro Pond project.
D	St Nazaire	3	$80	This project is complete; transfer funds to Ensley Caro Pond project.
D	Ferry Pass	4	$206	This project is complete; transfer funds to Olive Road project.
D	River Gardens	4	$3,000	This project is complete; transfer funds to Olive Road project.
D	Jackson Street Elysian	1,2	$324,484	This project is being addressed by FDOT; $324,484 being transferred to Beach Haven for CEI Services.
D	Jackson Street Elysian	1,2	$440,672	Transferring to North Old Corry Field Road project. LAP includes sidewalks and these funds will take care of the drainage improvements in the area.
D	Water Quality/Flood Control	various	$175,160	Transfer funds to Bobwhite Drainage $55K and Stillbridge Road Drainage $120,160.
			$3,213,205	**Total to Transfer Drainage**
			$5,760,988	**Grand Total to Transfer**

TO:

Type	Description	District	Amount	Description
T	3rd and Winthrop	2	$33,077	Transfer funds to fix negative balance.
T	Bobe Street Sidewalks	2	$7,195	Transfer funds to fix negative balance.
T	Patton Drive (Gulf Beach Hwy)	2	$103,896	Construction of intersection improvements along the corridor; it was determined that the installation of traffic signals at the intersections of Gulf Beach Highway and Sunset, and Gulf Beach Highway and Patton Drive was necessary.
T	Detroit Safety Upgrades	3	$487,297	Safety Improvement project that includes shoulder and roadway widening, drainage improvements, new turn lanes at specific intersections, pedestrian access improvements, and bridge replacements at both Cove and Detroit intersections. There are five phases to this project.
T	Resurfacing	various	$400,000	Resurfacing List attached.
T	Olive Road	4	$54,547	Requesting additional funds for the Olive Road East widening project.
T	Dirt Road Paving	various	$63,923	This fund is utilized to pave dirt roads in Escambia County.
T	Guidy Lane	5	$150	Transfer funds to fix negative balance.
T	Thompson Crary etc.	5	$1,720	Transfer funds to fix negative balance.
T	I-10 Beulah Interchange		$280,203	2017 JPA Design Funds.
T	I-10 Beulah Interchange		$599,846	2018 JPA Design Funds.
T	Sidewalks		$5,510	Transfer funds to Sidewalk Project to construct sidewalks within Escambia County.

T	Ensley Caro Pond		$250	This will cover the cost of the Change Order for conditions found during construction that required a re-design, as well as the cost for the re-design. Items discovered include an abandoned pipe which needed to be removed, additional side drains, additional aggregate base material; and two headwalls that need to be added to correct a pre-existing ditch that traps water upstream along the roadway during heavy rain falls. This pre-existing issue was not captured in the original design. In addition, a 6 inch water line that is in conflict with a proposed 30 inch RCP storm line at Hannah and Rawls Avenues was discovered. The contractor is working with ECUA to locate existing water lines that may have been modified in the Ensley area. It appears that the water lines were installed after the utility coordination was performed during the design. It has been requested that the contractor expose the ECUA lines to see if there are any future conflicts. This increase will also cover the additional cost of the added drainage design at Ensley and Grimsley Streets to reduce flooding at two resident properties during heavy rain events. This design includes adding a 14x23 RCP cross drain with a concrete headwall end treatment on Grimsley Street. This design will require building up 50 feet of road by 6 inches and also some ditch cleaning. An additional 15 inch RCP crossover line will be installed on Ensley Street to maintain flow through Laurel

				Avenue. This additional work will reduce flooding to the surrounding residents and help maintain drainage flow throughout the ditches in the area.
T	Resurfacing		$12,987	Transfer funds to supplement the Resurfacing Program.
T	Highway 297A at Kingsfield	5	$234,600	Transfer funds to supplement the construction of Highway 297A at Kingsfield.
T	Cooley Road	5	$122,250	Construct improvements in the area of Cooley Road.
T	CR 196	5	$4,384	Transfer funds to pay FDOT for costs not eligible for the grant.
T	CR 99	5	$28,878	Transfer funds to pay FDOT for costs not eligible for the grant.
T	Bridge Program		$107,070	Transfer funds to Bridge Program to renovate bridges as per FDOT guidelines.
			$2,547,783	**Total To Transfer Transportation**
D	Muldoon Velma	1	$687,355	Bayou Marcus Basin Study - Velma Drive Pond Outfall Branch C (modified by property acquisition and Velma Drive pond expansion). Drainage System Improvements including Velma Drive pond expansion, outfall, and drainage conveyance to Velma Drive Pond to provide better outfall for Muldoon Area Ponds. Project to address extensive home flooding. Project will reduce outfall pipe size and provide more effective outfall for Muldoon-Saufley Field Area ponds.
D	Midas and Muldoon	1	$30,000	The existing pond at the corner of Midas Road and Muldoon Road was expanded, and this will fund a positive outfall for this pond in order to reduce flooding in the area, increase storm water retention, and improve quality of

				stormwater runoff.
D	Shoshone/Doug Ford	1	$240,000	Several homes flood on Shoshone Drive in severe or moderate rain. Existing piped drainage flows to wetland ditch and outfall south under and across Doug Ford Drive. Evaluate pipe system and obtain permits to restore flow west to wetland outfall.
D	Saufley and Prospect	1	$87,000	FDOT funding for sidewalk design on Saufley Field Road; awaiting FDOT construction funding. Drainage improvements to address drainage capacity issues on Saufley Field Road at Prospect Lane causing street and yard flooding. These funds are for design of this project.
D	South Gulf Manor	1	$150,000	Additional funding is required 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, 11 homes flooded on the southeast side of the subdivision on Silversides Loop and Cavalla Loop. Acquisition is needed to increase pond capacity and satisfy County standards for maintenance.
D	Beach Haven	2	$330,352	CEI Services for the Beach Haven Construction Project.
D	North Old Corry Field Road	2	$440,672	This project involves the construction of sidewalk and drainage improvements along the eastern right-of-way of CR 295A (North Old Corry Field Road), between SR 30 (US 98 / West Navy Boulevard) and CR 298A (West Jackson Street). This is in addition to the LAP monies of $352K
D	Spring Street	3	$784,090	Joint Project with the District School Board.

D	Massachesetts Avenue	3	$138,000	LAP Agreement; County Portion $138K, FDEP Portion $73K, Total $221k
D	Ortega	3	$45,240	Funds will be utilized for design services to address flooding issues.
D	Ensley Caro Pond	3	$102,130	This will cover the cost of the Change Order for conditions found during construction that required a re-design, as well as the cost for the re-design. Items discovered include an abandoned pipe which needed to be removed, additional side drains, additional aggregate base material; and two headwalls that need to be added to correct a pre-existing ditch that traps water upstream along the roadway during heavy rain falls. This pre-existing issue was not captured in the original design. In addition, a 6 inch water line that is in conflict with a proposed 30 inch RCP storm line at Hannah and Rawls Avenues was discovered. The contractor is working with ECUA to locate existing water lines that may have been modified in the Ensley area. It appears that the water lines were installed after the utility coordination was performed during the design. It has been requested that the contractor expose the ECUA lines to see if there are any future conflicts. This increase will also cover the additional cost of the added drainage design at Ensley and Grimsley Streets to reduce flooding at two resident properties during heavy rain events. This design includes adding a 14x23 RCP cross drain with a concrete headwall end treatment on Grimsley Street. This design will

				require building up 50 feet of road by 6 inches and also some ditch cleaning. An additional 15 inch RCP crossover line will be installed on Ensley Street to maintain flow through Laurel Avenue. This additional work will reduce flooding to the surrounding residents and help maintain drainage flow throughout the ditches in the area.
D	Bob White Drainage	5	$55,000	The Bob White Drive Pipe Rehabilitation project includes rehabilitating approximately 887 linear feet of existing corrugated metal pipe and installing new storm inlets to improve drainage in the area. The pipe lies within a County drainage easement located near 527 Bobwhite Court in the Quail Run Subdivision off Nine Mile Road. The pipe is directly beneath a privacy fence, and access to remove and replace the pipe is very limited. Due to its location and space restrictions, installing a cured-in-place pipe liner is the only viable option.
D	Stillbridge Road Drainage		$120,160	Additional funds are required to initiate design services, identify properties for adequate maintenance access, and provide construction plans for these subdivision improvements.
D	Olive Road	4	$3,206	Requesting additional funds for the Olive Road East widening project.
			$3,213,205	**Total to Transfer Drainage**
			$5,760,988	**Grand Total to Transfer**

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

3. Recommendation Concerning a Resolution and Letter Supporting an Executive Intervention to Eliminate Over-reaching Federal Regulations Restricting Recreational and Commercial Fishing Seasons in the Gulf of Mexico - Commissioner Doug Underhill, Chairman, District 2

   That the Board take the following action concerning a Resolution and letter supporting an executive intervention to eliminate over-reaching Federal regulations restricting recreational and commercial fishing seasons in the Gulf of Mexico:

   A. Adopt the Resolution, subject to Legal review and sign-off, supporting an executive intervention to eliminate over-reaching Federal regulations restricting recreation and commercial fishing seasons;

   B. Approve the letter, **to be distributed under separate cover**, to Wilbur L. Ross, United States Department of Commerce Secretary; and

   C. Authorize the Chairman to sign the Resolution and letter.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2017 Seasonal Fireworks Displays Launched from a Floating Platform near the Portofino Pier on Pensacola Beach - Tim Tolbert, Building Official/Department Director

That the Board approve or deny the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use). Each of the noise waiver Applications listed below coincides with an Application for a fireworks exhibition for the 2017 Seasonal Fireworks Displays sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach from 9:00 p.m., through 9:15 p.m.

A. Application for May 28, 2017, 9:00 p.m. - 9:15 p.m.;
B. Application for June 6, 2017, 9:00 p.m. - 9:15 p.m.;
C. Application for June 15, 2017, 9:00 p.m. - 9:15 p.m.;
D. Application for June 20, 2017, 9:00 p.m. - 9:15 p.m.;
E. Application for June 27, 2017, 9:00 p.m. - 9:15 p.m.;
F. Application for July 4, 2017, 9:00 p.m. - 9:15 p.m.;
G. Application for July 11, 2017, 9:00 p.m. - 9:15 p.m.;
H. Application for July 18, 2017, 9:00 p.m. - 9:15 p.m.;
I. Application for July 25, 2017, 9:00 p.m. - 9:15 p.m.;
J. Application for August 1, 2017, 9:00 p.m. - 9:15 p.m.;
K. Application for August 8, 2017, 9:00 p.m. - 9:15 p.m.;
L. Application for September 3, 2017, 9:00 p.m. - 9:15 p.m.; and
M. Application for October 28, 2017, 9:00 p.m. - 9:15 p.m.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Scheduling an Attorney/Client Session on June 15, 2017 at 8:30 a.m. to Discuss Pending Litigation in Dellaina Merritt v. Escambia County, Case No.: 3:15-cv-00286-MCR-EMT

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 Thursday, June 15, 2017 at 8:30 a.m.

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, June 10, 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 Dellaina Merritt v. Escambia County, Case No.: 3:15-cv-00286-MCR/EMT, 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 8:30 a.m., on Thursday, June 15, 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, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorney representing Escambia County in the pending litigation. A certified court reporter will attend and report the attorney/client session.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12257 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 05/25/2017
Issue: Adoption/Ratification of Retirement Proclamations
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating Jennifer A. Caro, Senior Office Support Assistant, Public Safety Department, on 35 years of dedicated service;

B. Adopt the Proclamation commending and congratulating Gary E. Straughn, Emergency Medical Specialist - Paramedic, Public Safety Department, on 26 years of dedicated service; and

C. Ratify the Proclamation, dated March 24, 2017, commending and congratulating Cynthia F. "Cindy" Birden, Senior Librarian, Library Services Department, on 35 years of dedicated 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 052517

PROCLAMATION

***WHEREAS**, Jennifer A. Caro worked as a County employee very faithfully for 35 years serving the citizens of Escambia County from within the Public Safety Department; and*

***WHEREAS**, Jennifer began her career with Escambia County on October 22, 1981, as an Emergency Medical Technician with Escambia County in its initial years of providing Emergency Medical Services; and*

***WHEREAS,** Jennifer transitioned to Paramedic after graduating with the eleventh Paramedic class from Pensacola Junior College, serving tirelessly in this position for several years; and*

***WHEREAS**, Jennifer retired as a Senior Office Support Assistant in the Business Operations Medical Billing Department, where she represented Public Safety well with her excellent skills interacting with other medical professionals and patients; and*

***WHEREAS,** Jennifer worked during numerous emergency activations, as well as, 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 Jennifer A. Caro on her retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Jennifer A. Caro for 35 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: May 25, 2017

PROCLAMATION

***WHEREAS**, Gary E. Straughn worked as a County employee very faithfully for 26 years serving the citizens of Escambia County within the medical field and retiring as an Emergency Medical Specialist - Paramedic from the Public Safety Department; and*

***WHEREAS**, beginning his career with Escambia County Emergency Medical Services on February 8, 1991, as a Relief Emergency Medical Technician, Gary made many strides, furthering his knowledge and transitioning to Relief Paramedic on June 29, 1993 and moving to full-time on October 28, 1993; and*

***WHEREAS,** while with the Public Safety Department, Gary diligently served as a Paramedic, Field Training Officer, SWAT Medic, Supervisor and as the Operations Chief of Emergency Medical Services; and*

***WHEREAS,** Gary worked during numerous emergency activations, as well as, 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 Gary E. Straughn on his retirement.*

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Gary E. Straughn for 26 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 Fou

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: May 25, 2017

PROCLAMATION

WHEREAS, *Cynthia F. "Cindy" Birden has faithfully served the West Florida Public Libraries for over 35 years, retiring as Senior Librarian, Manager of the Technical Services Department; and*

WHEREAS*, Ms. Birden began her employment with the West Florida Public Libraries in 1981 as Youth Services Coordinator, and in that capacity introduced a generation of children to books and the love of reading through story times, reader's advisory and literature-based programming; and*

WHEREAS*, Ms. Birden, in pursuit of the above goal, created summer library program reading games to encourage pre-school and school-age children to explore different types of books and expand their reading selections, and implemented a story time for two year-olds, a book discussion group for 10-12 year-olds, and a Dial-A-Story program providing 24/7 access to recorded stories; and*

WHEREAS*, Ms. Birden, in order to attract teens to the library, created a Young Adult reading section, initiated programs for teens and instituted a Teen Volunteer program; and*

WHEREAS*, Ms. Birden improved the attractiveness of the Youth Services department by contracting for the addition of colorful wall murals and signage depicting a nautical theme; and*

WHEREAS*, Ms. Birden was actively engaged in outreach to the community, publicizing the libraries' resources and services through presentations and library card sign-ups at schools and community events, programming at community centers, book talks on WEAR's On the Bookshelf and partnering with Title One programs to serve at-risk preschoolers and their parents; and*

WHEREAS*, Ms. Birden was active in professional organizations, serving on the state-wide summer library program committee for several years, writing chapters of the summer program manual and presenting programming ideas to colleagues; and*

WHEREAS*, in 2004, Ms. Birden became Manager of the Technical Services department where she restructured the department, implemented the use of the ILS's Acquisitions module, cleared up the backlog of materials, initiated a clean-up of the database, and eventually assumed management of the libraries' magazine subscriptions; and*

WHEREAS*, Ms. Birden was instrumental in the 2014 migration of the library's database to the current ILS and in the implementation of the Acquisitions and Cataloging modules; and*

WHEREAS*, Ms. Birden streamlined the process of acquiring and delivering materials to library patrons through the implementation of electronic ordering and invoicing and vendor processing; and*

WHEREAS*, in 2015, Ms. Birden assumed management of the Interlibrary Loan department, trained staff and streamlined procedures to provide patrons with their requested items, usually within a day of receipt of the materials.*

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 Cynthia F. "Cindy" Birden for over 35 years of faithful and dedicated service.*

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: March 24, 2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12258 **Written Communication 7.**

BCC Regular Meeting

Meeting Date: 05/25/2017

Issue: Written Communication - Request to Return Escheated Property to Prior Owners, Rochester Pettway and Tammy Pettway

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

May 12, 2017 - Communication from Rochester Pettway and Tammy Pettway requesting the County return real property, located at 852 Violet Avenue, Pensacola, FL 32505 (Parcel Ref#26-1S-30-6101-019-006, Account #03-1271-000), that was conveyed to the County via an Escheatment Tax Deed on February 3, 2017 (recorded in Official Record Book 7674 at page 1987 on March 6, 2017), which was the Homestead Property of Rochester Pettway at that time.

BACKGROUND:

Rochester Pettway and Tammy Pettway were the Fee Simple Owners of the property located at 852 Violet Avenue, Pensacola, Florida at the time that the property was advertised for the payment of delinquent taxes at the February 3, 2014 Tax Deed Sale. The property was not purchased at the Tax Deed Sale and was then entered onto the County Lands Available List, where it was available to be purchased through the Clerk's Office until it escheated to the County on February 3, 2017.

Upon escheatment, it was determined that the property was occupied by Rochester Pettway. Mr. Pettway contacted the County to find out how he could get his property back.

Mr. Pettway was provided with a copy of Florida Statute 197.592, which provides that:

(1) Lands acquired by any county of the state for delinquent taxes in accordance with law which have not been previously sold or dedicated by the board of county commissioners may, at its discretion, be conveyed to the record fee simple owner of such lands as of the date the county obtained title to the lands. However, before any conveyance shall be made, the former owner of the lands may file with the board of county commissioners a verified written application which shall show:
(a) The description of the lands for which a conveyance is sought;
(b) The name and address of the former owner;

(c) The date title was acquired by the county;
(d) The price of the lands as previously fixed by resolution of the board of county commissioners, if this has been done;
(e) The use to which the lands were enjoyed by the record fee simple owner at the time of acquisition by the county;
(f) A brief statement of the facts and circumstances upon which the former owner bases the request for restitution of the described property;
(g) An offer to pay an amount equal to all taxes, including municipal taxes and liens, if any, which had become delinquent, together with interest and costs provided by law.

The attached communication from Mr. and Mrs. Pettway serves as written application to the Board for return of the aforementioned property. Mr. Pettway currently still resides at this residence, pending Board decision of this request.

BUDGETARY IMPACT:

Return of this property to the prior Fee Simple Owners would allow the Property to be placed back on the tax rolls. The amount of taxes to be paid to the Tax Collector by May 31, 2017, should the Board agree to return the property would be $4,008.92, as verified with the Tax Collector's Office. The prior owners would bear all recording costs related to the transfer of title back to them.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office was consulted with regard to the process.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute 197.592

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pettway - Written Application
Florida Statute 197.592
Tax Collector Verification of Amount Owed
Escheatment Tax Deed - 852 Violet Avenue

Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32502

Re: Property Located at 852 Violet Avenue that has escheated to the County

Dear Board Members:

My name is Rochester Pettway and I and my wife, Tammy Pettway, were the fee simple owners of the property located at 852 Violet Avenue, Pensacola, Florida 32505 before the County acquired the property for taxes. We are making this written request to the Board to return the property based on the requirements of Florida Statute 197.592 that says the Board of County Commissioners may, at its discretion, convey the property to the record fee simple owner of such lands as of the date the County obtained title to the lands.

These are the responses we are submitting as the verified written application that the statute requires:

(a) The description of the lands for which a conveyance is sought:

Address: 852 Violet Avenue, Pensacola, Florida 32505
Account #: 03-127-1000
Parcel Reference #: 26-1S-30-6101-019-006

(b) The name and address of the former owner:

Rochester Pettway
852 Violet Avenue, Pensacola, FL 32505

Tammy Pettway
1871 Dewrell Sq. Pensacola, Fl 32504

(c) The date title was acquired by the County:

February 3, 2017

(d) The price of the lands as previously fixed by resolution of the Board of County Commissioners:

Property Appraiser 2016 assessed value is $43,450

(e) The use to which the lands were enjoyed by the record fee simple owner at the time of acquisition by the County:

This property that was shared by us as husband and wife until 2007 when Tammy moved away. I continued to live on the property as my homestead. This is my home.

(f) Brief statement of the facts and circumstances upon which the former owner bases the request for restitution of the described property:

I obtained my license for masonry at George Stone Vocational Center in Escambia County and owned my own business in bricklaying. I was diagnosed with cancer, depression, and blood clots. My mother had a stroke and I stopped everything to take care of my mother, who is now deceased, and I put her needs before my own causing my responsibilities to fall behind but hoping that I would be able to catch everything up. I am asking for my property back due to a MRI that shows that I have a tumor growing behind my right ear that is pressing on a nerve and taking away my hearing and if it is not removed, it can cause brain damage. I need you to allow me to pay the back taxes today and deed the property back to me as soon as possible so that I may get the lights and water turned back on so that I may be prepare for my surgery that is scheduled for May 16, 2017 at Shand's Hospital in Gainesville, Florida. I need to have a home to recuperate after my surgery so that I may be able to obtain good health and live out a full life.

Again, please consider this letter my offer to pay everything as required by the statute, along with any recording fees to transfer the property back to me.

(g) An offer to pay an amount equal to all taxes, including municipal taxes and liens, if any, which had become delinquent, together with interest and costs as provided by law:

The Tax Collector's Office has verified that the amount that I would need to pay would be $3,914.57, if paid in April, or $4,008.92, if paid in May.

If you will allow me to get my property back, I am prepared to pay the amount needed now.

I respectfully request the opportunity to appear before the Board to discuss this matter.

Please contact me as soon as possible in this regard. **Rochester Pettway, (850) 417-5090 or (334) 455-0947.**

Witness _____
Print Name RICHARD SMITH

By: _____

Witness _____
Print Name Rachel Price

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12 day of May, 2017, by Rochester Pettway. He/She (_) is personally known to me, or (✓) has produced current FLDL # P300736590010 as identification.

LATREECE BAKER
MY COMMISSION # FF 928725
EXPIRES: October 19, 2019
Bonded thru Budget Notary Services

_____
Signature of Notary Public

Latreece Baker
Printed Name of Notary Public

(Notary Seal)

Witness _____
Print Name RICHARD SMITH

By: Tammy Pettway

Witness _____
Print Name Rachel Price

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12 day of May, 2017, by Tammy Pettway. He/She ( ) is personally known to me, or (✓) has produced current FL DL # P300 816 58 880 as identification.

LATREECE BAKER
MY COMMISSION # FF 928725
EXPIRES: October 19, 2019
Bonded thru Budget Notary Services

_____
Signature of Notary Public

Latreece Baker
Printed Name of Notary Public

(Notary Seal)

Online Sunshine

Select Year: 2016 Go

The 2016 Florida Statutes

197.592 County delinquent tax lands; method and procedure for sale by county; certain lands conveyed to municipalities; extinction of liens.—

(1) Lands acquired by any county of the state for delinquent taxes in accordance with law which have not been previously sold or dedicated by the board of county commissioners may, at its discretion, be conveyed to the record fee simple owner of such lands as of the date the county obtained title to the lands. However, before any conveyance shall be made, the former owner of the lands may file with the board of county commissioners a verified written application which shall show:

(a) The description of the lands for which a conveyance is sought;

(b) The name and address of the former owner;

(c) The date title was acquired by the county;

(d) The price of the lands as previously fixed by resolution of the board of county commissioners, if this has been done;

(e) The use to which the lands were enjoyed by the record fee simple owner at the time of acquisition by the county;

(f) A brief statement of the facts and circumstances upon which the former owner bases the request for restitution of the described property;

(g) An offer to pay an amount equal to all taxes, including municipal taxes and liens, if any, which had become delinquent, together with interest and costs provided by law.

(2) In the event the described lands have not been assessed for taxes for the current year in which the petition is filed, the applicant shall pay, in addition, the taxes for current and omitted years, the latter amount to be determined by applicable millage for the omitted years and based on the last assessment of the described lands.

(3) Lands acquired by any county of the state for delinquent taxes in accordance with law which have not been previously sold, acquired for infill housing, or dedicated by the board of county commissioners, which the board of county commissioners has determined are not to be conveyed to the record fee simple owner in accordance with the provisions of subsections (1) and (2), and which are located within the boundaries of an incorporated municipality of the county shall be conveyed to the governing board of the municipality in which the land is located. Such lands conveyed to the municipality shall be freely alienable to the municipality without regard to third parties. Liens of record held by the county on such parcels conveyed to a municipality shall not survive the conveyance of the property to the municipality.

(4) Liens of record held by the county upon lands not conveyed in accordance with subsections (1) and (2) or subsection (3) shall not survive the conveyance of the property to the county.

History.—s. 1, ch. 22870, 1945; ss. 1, 2, ch. 69-55; s. 1, ch. 72-268; s. 23, ch. 73-332; s. 197, ch. 85-342; s. 7, ch. 86-141; s. 6, ch. 99-190.

Note.—Former ss. 194.471, 197.655, 197.302.

Tara D. Cannon

From: Jonathan Johnson
Sent: Wednesday, April 05, 2017 10:30 AM
To: Tara D. Cannon
Subject: RE: 852 Violet

Categories: Orange Category

April – $3,914.57
May -$4,008.92

Jonathan Johnson
Deputy Tax Collector
Escambia County Tax Collector
213 Palafox Place
Pensacola, FL 32502
ph. 850-438-6500 ext. 3218
fax 850-477-4891
A75
E-mail to/from this address is subject to Florida Public Records Law and may be reviewed.

From: Tara D. Cannon
Sent: Wednesday, April 05, 2017 10:18 AM
To: Jonathan Johnson <jjohnson@escambiataxcollector.com>
Cc: Tara D. Cannon <tdcannon@co.escambia.fl.us>
Subject: RE: 852 Violet

Okay, thanks Jonathan.

Have a great day!

Tara D. Cannon
Office of Management & Budget Services
Property Division
(850) 595-4996

From: Jonathan Johnson
Sent: Wednesday, April 05, 2017 10:16 AM
To: Tara D. Cannon
Subject: RE: 852 Violet

I have but I am waiting on verification of the amount.

Jonathan Johnson
Deputy Tax Collector
Escambia County Tax Collector
213 Palafox Place
Pensacola, FL 32502
ph. 850-438-6500 ext. 3218
fax 850-477-4891
A75
E-mail to/from this address is subject to Florida Public Records Law and may be reviewed.

From: Tara D. Cannon
Sent: Wednesday, April 05, 2017 10:14 AM
To: Jonathan Johnson <jjohnson@escambiataxcollector.com>
Cc: Tara D. Cannon <tdcannon@co.escambia.fl.us>
Subject: FW: 852 Violet

Good Morning Jonathan,

Mr. Pettway has contacted me to see if you have been able to recreate the amount that would be owed by him, should the Board vote to allow they property to be conveyed back to him.

He stated that he will be travelling to Gainesville for surgery in a couple of weeks and would like to try to have this information to send to the Board prior to his departure.

Please let me know how this is coming along.

Thank you for your time and consideration in this regard.

Have a great day!

Tara D. Cannon
Office of Management & Budget Services
Property Division
(850) 595-4996

From: Tara D. Cannon
Sent: Monday, April 03, 2017 8:42 AM
To: Jonathan Johnson
Cc: Tara D. Cannon
Subject: RE: 852 Violet

Thanks Jonathan.

Have a great day!

Tara D. Cannon
Office of Management & Budget Services
Property Division
(850) 595-4996

From: Jonathan Johnson
Sent: Monday, April 03, 2017 8:41 AM
To: Tara D. Cannon
Subject: 852 Violet

Tara,
Because this property has already escheated, this is much more difficult than a usual quote. I am working on it. I will let you know asap. Happy Monday!

Jonathan Johnson
Deputy Tax Collector
Escambia County Tax Collector
213 Palafox Place
Pensacola, FL 32502
ph. 850-438-6500 ext. 3218
fax 850-477-4891
A75
E-mail to/from this address is subject to Florida Public Records Law and may be reviewed.

Recorded in Public Records 3/6/2017 9:33 AM OR Book 7674 Page 1987, Instrument #2017015565, Pam Childers Clerk of the Circuit Court Escambia County, FL

FLORIDA

DR-506E
R. 04/16
Rule 12D-16.002
Florida Administrative Code
Eff. 04/16

Tax deed file number 14-051

Parcel ID number 261S306101019006

ESCHEATMENT TAX DEED

ESCAMBIA County, Florida

For official use only

This Tax Deed is issued according to Section 197.502(8), Florida Statutes. Three years have passed since the day the land was offered for public sale and placed on the list of "lands available for taxes" without being purchased (Section 197.502(7), F.S.). The property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens. These liens are canceled under Section 197.502(8), F.S.

On February 3, 2017, the clerk conveys property located at 852 VIOLET AVENUE, PENSACOLA FL 32505 to Escambia County through its Board of County Commissioners, with all inherited property, buildings, fixtures and improvements of any kind and description, the following description of property:

BEG AT SE COR OF SEC NLY ALG E LI OF SEC 2046 FT WLY AT RT ANG 216 FT FOR POB CONTINUE SAME COURSE 75 FT NLY AT RT ANG 195 FT ELY AT RT ANG 75 FT SLY AT RT ANG 195 FT TO POB OR 5181 P 29 OR 5928 P 1532

* ROCHESTER R PETWAY
* TAMMY R GRUENWALD PETWAY

Witnesses: Mylinda Johnson, Emily Hogg

Pam Childers (Seal)
Clerk of Court or County Comptroller
ESCAMBIA County, Florida

ESCAMBIA, County, Florida

On this 3rd day of MARCH, 2017, before me personally appeared Pam Childers, Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

MYLINDA K. JOHNSON
MY COMMISSION # GG 059044
EXPIRES: January 2, 2021
Bonded Thru Notary Public Underwriters

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12223 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 05/25/2017
Issue: 5:31 p.m. Public Hearing to Adopt the Creekwood and Creekwood Oaks Lift Station Improvement MSBU Ordinance
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Creekwood and Creekwood Oaks Lift Station Improvement MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Creekwood and Creekwood Oaks Lift Station Improvement Municipal Service Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since Lift Station improvements increase the market value of an individual Lot, and increase the ability of Lot owners to develop their land;

B. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

C. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for lift station improvements.

BACKGROUND:

The owners of the property within Creekwood and Creekwood Oaks have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for improvement projects. Now the property owners wish to establish the MSBU for the purpose of providing lift station improvements and County code compliance in the district.

Petitions for creating the MSBU district were circulated among Creekwood and

Creekwood Oaks property owners. There are an estimated 103 properties, and of these, 69.9% of total property owners signed the petition in favor. This exceeds the 66% minimum approval requirement specified in the MSBU Guidelines and Procedures for a Construction MSBU. The estimated cost per residential lot will be $469.08 annually for 20 years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing repayment to Escambia County for providing lift station improvements to the Creekwood and Creekwood Oaks Area, as well as administrative and statutory fees.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Creekwood Ordinance

ORDINANCE 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING CHAPTER 70, ARTICLE VIII, DIVISION 4, SECTIONS 70-832 THROUGH 70-839 ESTABLISHING THE CREEKWOOD AND CREEKWOOD OAKS LIFT STATION IMPROVEMENT MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF REENGINEERING AND RECONSTRUCTING THE LIFT STATION CONTAINED IN THE DISTRICT; DEFINING THE BOUNDARIES OF SAID DISTRICT; PROVIDING FOR THE GOVERNANCE OF SAID DISTRICT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS, AUTHORIZING THE USE OF A NON-AD VALOREM SPECIAL ASSESSMENT TO DEFRAY THE COSTS OF REENGINEERING AND RECONSTRUCTING THE LIFT STATION IMPROVEMENT IN THE DISTRICT BASED ON A FAIR AND REASONABLE APPORTIONMENT OF THE COST TO SPECIALLY BENEFITTED PROPERTIES; PROVIDING FOR THE USE OF THE UNIFORM METHOD OF COLLECTION PRESCRIBED BY §197.3632, FLORIDA STATUTES; PROVIDING FOR NO EXEMPTIONS TO THE LEVY; IDENTIFYING THE DUTIES OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT, TAX COLLECTOR, AND PROPERTY APPRAISER; PROVIDING FOR AN APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and

WHEREAS, by Resolution R2016-155, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for sewer services; and

WHEREAS, the owners of the property contained in Creekwood and Creekwood Oaks Subdivisions have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing lift station improvements in this district; and

WHEREAS, there are an estimated 103 properties in this proposed district and the property owners in Creekwood and Creekwood Oaks have submitted a petition to the Board of County Commissioners which contains greater than 66% of the total of such owners; and

WHEREAS, this total meets the 66% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, following completion of said lift station improvements funded by the proposed MSBU, Emerald Coast Utilities Authority shall assume responsibility for the operation and maintenance of the sewage and lift station facilities in the Creekwood and Creekwood Oaks Subdivision.

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

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

Section 2. Part I, Chapter 70, Article VIII, Division 4, Sections 70-832 through 70-839 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 4. – CREEKWOOD AND CREEKWOOD OAKS SUBDIVISIONS

Sec. 70-832. AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VIII, Section 1 (f) of the Constitution of the State of Florida; Chapter 125, Florida Statutes; for the purpose of providing for a lift station improvement district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-833. SHORT TITLE. This Ordinance shall be known and referred to as the "*Creekwood and Creekwood Oaks Lift Station Improvement Municipal Service Benefit Unit Ordinance.*"

Sec. 70-834. DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

(A) *Annual Installment* shall mean one twentieth (1/20) of the total Cost of the lift station improvement, a four percent (4%) interest charge on the remaining Cost and accrued interest compounded annually, plus any statutory administrative fees payable to the Escambia County Tax Collector and the Escambia County Property Appraiser.

(B) *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

(C) *Costs* shall mean the total cost of engineering and construction associated with improving the lift station contained in the District. These costs for lift station improvements may include, but are not limited, to the costs of construction, labor, materials, plans and specifications, surveys and engineering services, as well as administrative fees and the Escambia County Tax Collector's collection fee.

(D) *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

(E) *District* shall mean that geographical area of the Creekwood and Creekwood Oaks Subdivisions described by plats as a subdivision of a portion of Section 14, Township 1 South, Range 31 West, Escambia County, Florida, excluding holding ponds, wetland/drainage easements, designated wetlands, or buffer zones. The plat of Creekwood is recorded in Plat Book 17, Page 31 and 31A, and the plat of Creekwood Oaks is recorded in Plat Book 17, Page 62 of the Property Appraiser's records.

(F) *Fiscal Year* shall mean the period of time between October 1st and September 30th.

(G) *Improvements* shall mean all lift station improvement materials presently located or to be located within or added to the District.

(H) *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel identified with a unique property identification number by the Property Appraiser.

(I) *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

Sec. 70-835. DISTRICT CREATED. There is hereby created within Escambia County, Florida the *Creekwood and Creekwood Oaks Lift Station Improvement Municipal Service Benefit Unit* for the purpose of reengineering and reconstructing the lift station within the District. The aforementioned District shall include all Lots which benefit from the Improvements.

Sec. 70-836. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board. The Board shall have the following powers and duties:

(A) To authorize and provide for the collection of non-ad valorem special assessments to defray the Costs associated with the Improvements within the District.

(B) To provide for or contract for the reengineering and reconstruction of the Improvements within the District.

(C) To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

(D) To fairly and reasonably apportion the Cost of the Improvements among all specially benefited Lots.

(E) To prepare and adopt an annual budget for the District.

(F) To make legislative findings related to the special benefits provided to Lots located in the District.

(G) To otherwise act or satisfy its duties and responsibilities under this Ordinance.

(H) To adopt by resolution, rules and regulations regarding fiscal management of the District.

Sec. 70-837. LEGISLATIVE FINDINGS.

(A) The proposed Creekwood and Creekwood Oaks Lift Station Improvement MSBU has met the criteria established by the Board in the Escambia County Municipal Services Benefits Units Guidelines and Procedures.

(B) Lots in the District are specially benefited since the Improvements increase the market value of an individual Lot and increase the ability of Lot owners to develop their land.

(C) The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the Cost of the special benefit received by each Lot and do not represent the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

(D) Through its creation of the District, the Board has not accepted ownership of any roads, streets, easements, or lots located within the District other than those expressly accepted or acquired through vote of the Board, and the Board shall not maintain such properties during or subsequent to the completion of any improvements in the District.

Sec. 70-838. NON-AD VALOREM SPECIAL ASSESSMENT COLLECTION.

(A) The Board shall authorize the levy of a non-ad valorem special assessment for Improvements on Lots located within the District the first year following

completion of the Improvements. This non-ad valorem special assessment for Improvements shall be levied following the preparation and adoption of a budget by the Board as provided by law each Fiscal Year.

(B) All special non-ad valorem special assessments shall be levied and collected by the uniform method of collection as adopted by the Board pursuant to §197.3632, Florida Statutes. All non-ad valorem special assessments shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this Ordinance, until said non-ad valorem special assessments are paid.

(C) The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments as provided in §197.3632 (2), Florida Statutes.

(D) The amount of non ad-valorem special assessment to be assessed and levied against each Lot within the District shall be determined based on the special benefit received by each Lot. The non-ad valorem special assessment for Improvements shall be fairly and reasonably apportioned among the benefited Lots by dividing the Cost of the improvements by the number of residential Lots in the District at the time of completion of the improvements.

(E) Said non-ad valorem special assessment may be paid in one lump sum payment or may be amortized over a twenty (20) year period at four percent (4%) interest compounded annually plus any applicable statutory administrative fees payable to the Escambia County Tax Collector and Escambia County Property Appraiser. No discount shall be applied to early payment of the total outstanding non-ad valorem special assessment due. Lot owners may prepay any outstanding non-ad valorem special assessment in whole or in part without penalty. Any partial prepayment received shall be applied to the outstanding non-ad valorem special assessment balance and shall not postpone the date of any subsequent payment due or waive any future applicable interest or statutory administrative fees payable to the Escambia County Tax Collector or Escambia County Property Appraiser.

(F) A certified copy of this Ordinance shall be recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-839. APPEAL PROCESS.

(A) Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District or any of the annual installments paid on the outstanding non-ad valorem special assessment by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously

assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

(B) The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, and any other records or information made available to the Board. The Clerk of the Circuit Court shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due or any of the annual installments as a result of the identification error, with notice to the Board.

(C) In the event the County Administrator or designee finds the Lot owner has been erroneously assessed, the County Administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary adjustment to the amount of the owner's non-ad valorem special assessment due or any annual installment owing as a result of the identified error, with notice to the Board.

(D) In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board that the Lot has been erroneously assessed on the non-ad valorem special assessment roll or that the annual installment has been erroneously calculated.

(E) At the next available meeting, the Board shall either 1) direct the County Administrator or designee to adjust the non-ad valorem special assessment due or the annual installment; or 2) advise the Lot owner the Board finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

(F) The Board may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board may also by resolution identify circumstances in which a refund of the administrative fee for processing the appeal is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the

Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word Ordinance may be changed to section, article, or other appropriate word or phrase and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall take effect upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

DONE AND ENACTED THIS ___ DAY OF _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk to the Circuit Court

_____
D.B. Underhill, Chairman

_____
Deputy Clerk

(Seal)

Enacted:

Filed with Department of State:

Effective:

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/8/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12213 **Public Hearings 10.**

BCC Regular Meeting

Meeting Date: 05/25/2017

Issue: 5:32 p.m. Public Hearing - Vacate a Portion of Unopened Right-of-Way off Arthur Brown Road

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of the vacation of a portion of unopened right-of-way off Arthur Brown Road, on the Board's own Motion.

Recommendation: That the Board take the following action concerning the Vacation of a portion of unopened right-of-way off Arthur Brown Road:

A. Approve or deny the vacation of a portion of unopened right-of-way (approximately 0.16 acres) off Arthur Brown Road;

B. Adopt the Resolution to Vacate; and

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

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

BACKGROUND:

Arthur Brown Road, located in the Walnut Hill Community, extends west off State Highway 97. Staff is requesting that the County Vacate any interest the County has in a portion of unopened right-of-way located off the north side of Arthur Brown Road, just west of Kansas Road. The area to be Vacated is shown as Alabama Avenue, per recorded plat of The McMillan Mill Company's Addition to Walnut Hill recorded in Deed Book 79, Page 484. There are only two property owners abutting the area to be vacated, each having access to his/her property from Arthur Brown Road.

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

Notifications were sent to the surrounding property owners within a 500' radius.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of documents and recommendation. Funding Source: Fund 175, "Transportation Trust Fund, Account 211602/54901.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Vacation, the necessary documents will be signed and it will be the responsibility of the Petitioner or the Petitioner's agent to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Resolution
Notice of Adoption
Proof of Publication
Certification of Owners 500 feet
Map

RESOLUTION NUMBER R_____-_____

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

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on the Board's Own Motion and pursuant to Section 336.10, Florida Statutes and Vacation Policy – Section III (A) of the Board of County Commissioners Policy Manual, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, and closing the following described property:

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:

Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

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

WHEREAS, the Board of County Commissioners, have caused to be published on May 9, 2017, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:32 p.m. on Thursday, May 25, 2017 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

1. That the motion to vacate is hereby adopted and approved.

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

> A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:
>
> Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.
>
> Said parcel contains 0.16 acre, more or less.

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

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

ESCAMBIA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

By_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on May 25, A.D., 2017, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

A portion of unopened right of way lying in Section 1, Township 4 North, Range 33 West, Tallahassee Meridian, located in Escambia County, State of Florida, according to the Map of The McMillan Mill Company's Addition to Walnut Hill, as recorded in Deed Book 79, Page 484, in the public records of said Escambia County, Florida, and being more particularly described as follows:
Commence at the southwest corner of said Section 1; thence S87°52'55"E (Grid Basis of Bearings – Florida North, NAD83 (2011)) coincident with the south line of said Section 1 for a distance of 400.01 feet; thence N02°34'21"E for a distance of 35.00 feet to the southeast corner of Lot 9, Block 1, said Map of The McMillan Mill Company's Addition to Walnut Hill, and the Point of Beginning of the parcel described hereon; thence continue N02°34'21"E coincident with the east line of said Lot 9 for a distance of 140.00 feet to the northeast corner of said Lot 9; thence S87°52'55"E for a distance of 50.00 feet to the northwest corner of Lot 4, Block 2, said Map of The McMillan Mill Company's Addition to Walnut Hill; thence S02°34'21"W coincident with the west line of said Lot 4 for a distance of 140.00 feet to the southwest corner of said Lot 4; thence N87°52'55"W for a distance of 50.00 feet to the Point of Beginning.

Said parcel contains 0.16 acre, more or less.

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

Dated this 25th day of May, A.D., 2017.

Board of County Commissioners
Escambia County, Florida

PENSACOLA News Journal pnj.com

Affidavits Requested:
1

Kayla Meador
DEVELOPMENT SVCS DEPT/LEGALS
3363 WEST PARK PLACE
DEVELOPMENT SERVICES DEPARTMENT
PENSACOLA FL 32505

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared **Brittni Lynne Pennington**, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARING

as published in said newspaper in the issue(s) of:

05/09/17

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 9th of May 2017, by Brittni Lynne Pennington who is personally known to me.

Brittni L Pennington
Affiant

Mark Dee Kent
Notary Public for the State of Florida
My Commission expires October 27, 2019

MARK DEE KENT
Notary Public - State of Florida
Comm. Expires October 27, 2019
Comm. No. FF 931266

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

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on **THURSDAY, MAY 25, 2017, at 5:32 PM,** in the Board of County Commissioner's meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Room 100, 221 Palafox Place, Pensacola, Florida, to consider the feasibility of vacating, closing, and abandoning the following described public road rights-of-way, alleyway or other land dedicated for public use:

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Said parcel contains 0.16 acre, more or less.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 420, Ernie Lee Magaha Government Building, 221 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Judy Witterstaeter at 595-4900 at least 72 hours in advance of the meeting.

Any person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based on.
Legal No. 2123077 1T May 9, 2017

Publication Cost: $274.98
Ad No: 0002123077
Customer No: PNJ-26700700

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

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Board of County Commissioners
Escambia County, Florida

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Legal No. 2123077 1T May 9, 2017

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned hereby certifies that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated 4/24/17.

Kara Johnson, READ Technician

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Kara Johnson who is personally known to me or ~~who have/has produced~~ _____ as identification and who is/are known to me to be the individual(s) described in and who acknowledged that _____ executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 10th day of May, A.D., 2017.

Notary Public

Stacey S. Ward
Print or type name

Commission Number:
Commission Expires:

STACEY S. WARD
Notary Public - State of Florida
Commission #FF110637
My Commission Expires
April 7, 2018

LAWSON ETHEL 4/16 INT &
1240 CALDWELL DR
PANAMA CITY, FL 32401

COMMUNITY HOUSE OF PRAYER
PO BOX 405
MOLINO, FL 32577

SCHNEIDER JARROD &
929 GONZALEZ PARK DR
CANTONMENT, FL 32533

BROWN KAREN E PITTS
5910 ARTHUR BROWN RD
WALNUT HILL, FL 32568

ARDIS TONYA RENEE
6000 ARTHUR BROWN RD
MCDAVID, FL 32568

TICHI THERESA D
9681 HWY 97
CENTURY, FL 32535

TICHI THERESA D
9681 HWY 97
CENTURY, FL 32535

FOUNTAIN GERALDINE &
6020 ARTHUR BROWN RD
MCDAVID, FL 32568

FERRELL JOSEPH
200 JUNIPER ST
MCDAVID, FL 32568

THAMES FLOYD
PO BOX 2335
JONESBORO, GA 30237

MARSHALL TRACEY L
7060 HIGHWAY 97
MCDAVID, FL 32568

HIEBERT MARY
325 N WEDEL AVE
MOUNDRIDGE, KS 67107

US BANK NATIONAL ASSOCIATION
1600 S DOUGLASS RD STE 200A
ANAHEIM, CA 92806

BRADBERRY HARVEY JR
5761 STEWART RD
MCDAVID, FL 32568

GENTRY BETTY L EST OF
5961 ARTHUR BROWN RD
MCDAVID, FL 32568

MCGHEE CAROLE C
5841 ARTHUR BROWN RD
WALNUT HILL, FL 32568

SMITH CAROLYN J
5750 STEWART RD
MCDAVID, FL 32568

SOLOMON PRESTON F & AMELIA P
5681 MORGAN RD
MCDAVID, FL 32568

BRADLEY ALVIN L & YVONNE
60 JUNIPER ST
WALNUT HILL, FL 32568

BRADLEY PATRICK T
2486 REDFORD DR
CANTONMENT, FL 32533

MALONE LILLIE BELL
5273 DRESDEN RD
BIRMINGHAM, AL 35210

FRANKLIN JOHNNIE
557 KENT ST
MOBILE, AL 36617

WILLIAMS ANNETTE
50 JUNIPER ST
MCDAVID, FL 32568

BRADLEY GERTRUDE EST OF
60 JUNIPER ST
MCDAVID, FL 32568

Arthur Brown Road



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 2/23/17 DISTRICT 5

6020 Arthur Brown Road (Left)
6000 Arthur Brown Road (Right)

Vacation area

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-12240 **11.**
BCC Regular Meeting
Meeting Date: 05/25/2017
Issue: Committee of the Whole Recommendation
From: Pam Childers, Clerk of the Circuit Court & Comptroller

Recommendation:
Committee of the Whole Recommendation.

Recommendation: That the Board take the following action as recommended by the Committee of the Whole (C/W) at the May 11, 2017, C/W Workshop:

A. Direct staff to implement the following changes to the Escambia County Corrections operations (C/W Item #6):

1. Inmate training programs similar to those offered in Walton County;

2. Minimize the transportation of inmates between Walton County and Escambia County;

3. Amend the current policy in order to allow qualified inmates to serve as Internal Trustees in the Walton County and Escambia County jails;

4. Continue the relationship with Walton County in order to house inmates if the Escambia County jail is over capacity, and approach Santa Rosa County, Okaloosa County, and the judiciary regarding a regional collaboration; and

5. Ensure Escambia County Corrections explores all opportunities to use technology in jail operations including surveillance and video visitation; and

B. Approve implementation of the "My Government Online" and "QLess" systems at the Central Office Complex (C/W Item #7).

Attachments

C/W Backup Item #7

New software for the Central Office Complex

MGO MY GovernmentOnline

CREATED BY GOVERNMENT FOR GOVERNMENT

Jurisdiction Software Suite that includes: Permits & Licensing, Solution Center, Planning & Zoning, Public Works, Community Development, Grant & Loans, GPS, Financial and GIS Software Integration and more!









(Printed Brochures Available by Request)

Benefits

- Accela Land Management online was $255,000 last year, and it will increase by 3% December. My Government Online is $85,000 when the organization goes live.
- My Government Online was develop by a government agency in Louisiana over 10 years, which means that they understand the needs of other government agencies like the Escambia County Board of County Commissioners.
- There are no upfront costs. The billing begins when the organization goes live on the system, which takes about 6 – 8 months.
- My Government Online is hosted online. The affected departments have viewed a live system, and the performance is much better than they presently have with the existing system.

Zero Up-front Costs and Setup Fees

	Private Sector Software Typical Costs	MyGovernmentOnline (all modules)
Setup	$250,000+	**$0.00**
Maintenance	$20,000+	**$0.00**
Training	$30,000+	**$0.00**
Phone Support	$90+ per Hour	**$0.00**

** Graph values vary depending on jurisdiction size.
*** Cost estimate based on software packages of comparable features.

- One low, monthly fee covers all your needs even unlimited support.
- Monthly fee based on permit volume
- Technology fee to cover software cost

About Our Software

- Original Project leaders are still with the project.
- Software has been in use for over 10 years.
- Hundreds of implementations in 6 states.
- Created by Government for Government.

Award Winning Software

- 2010 International Economic Development Council Program Award
- 2015 and 2016 AWS “City on a Cloud” winners





Proven Results

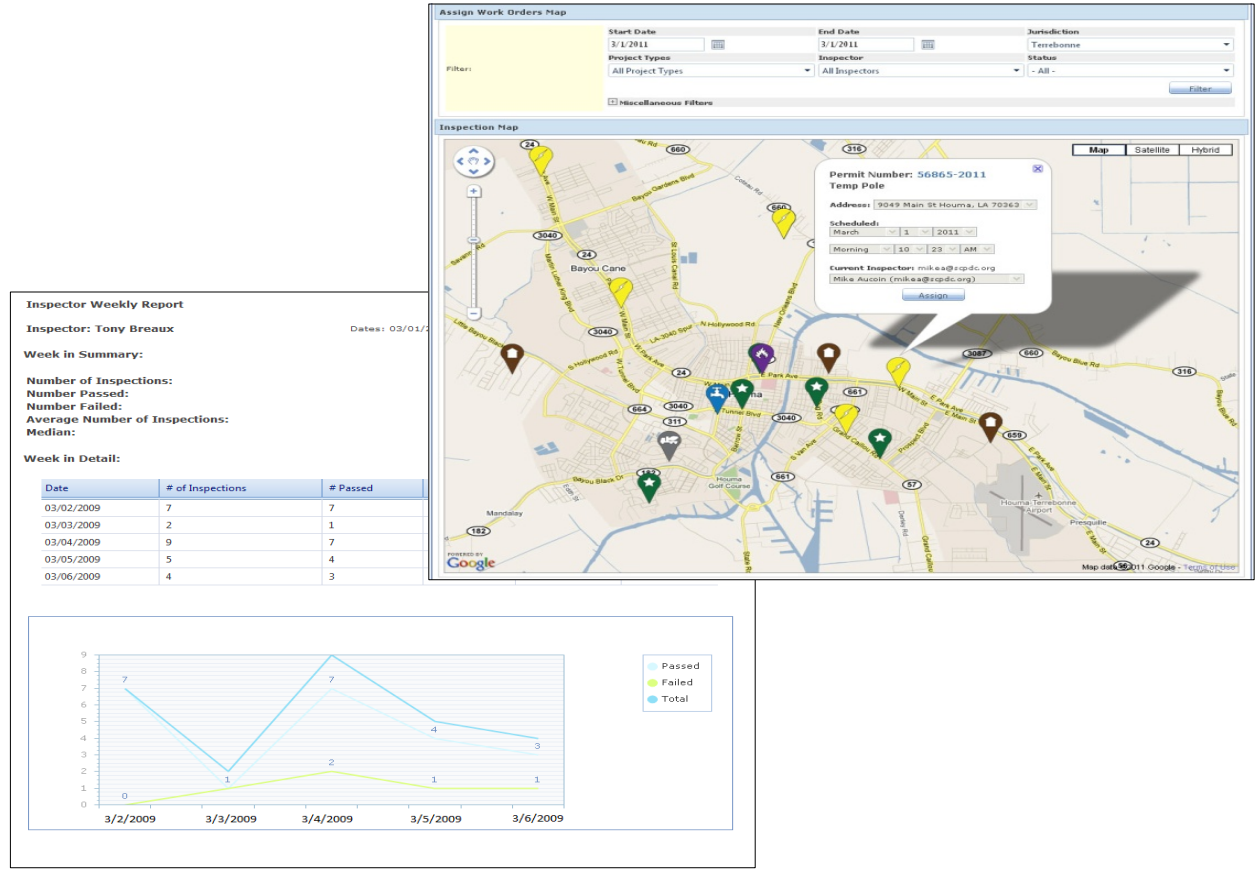


"The response from the building community to the administration has been overwhelmingly positive. They have been very vocal to the Administration that the automatic phone notifications and digital plan review is a huge time and money saver for them as they no longer have to "babysit" their job to find out results."

Carey Chauvin
East Baton Rouge
Assistant Chief Administrative Officer/Director of Development
225-389-3226

What are Builders and Residents Experiencing to have them Praise the System to Jurisdiction's Administrations?

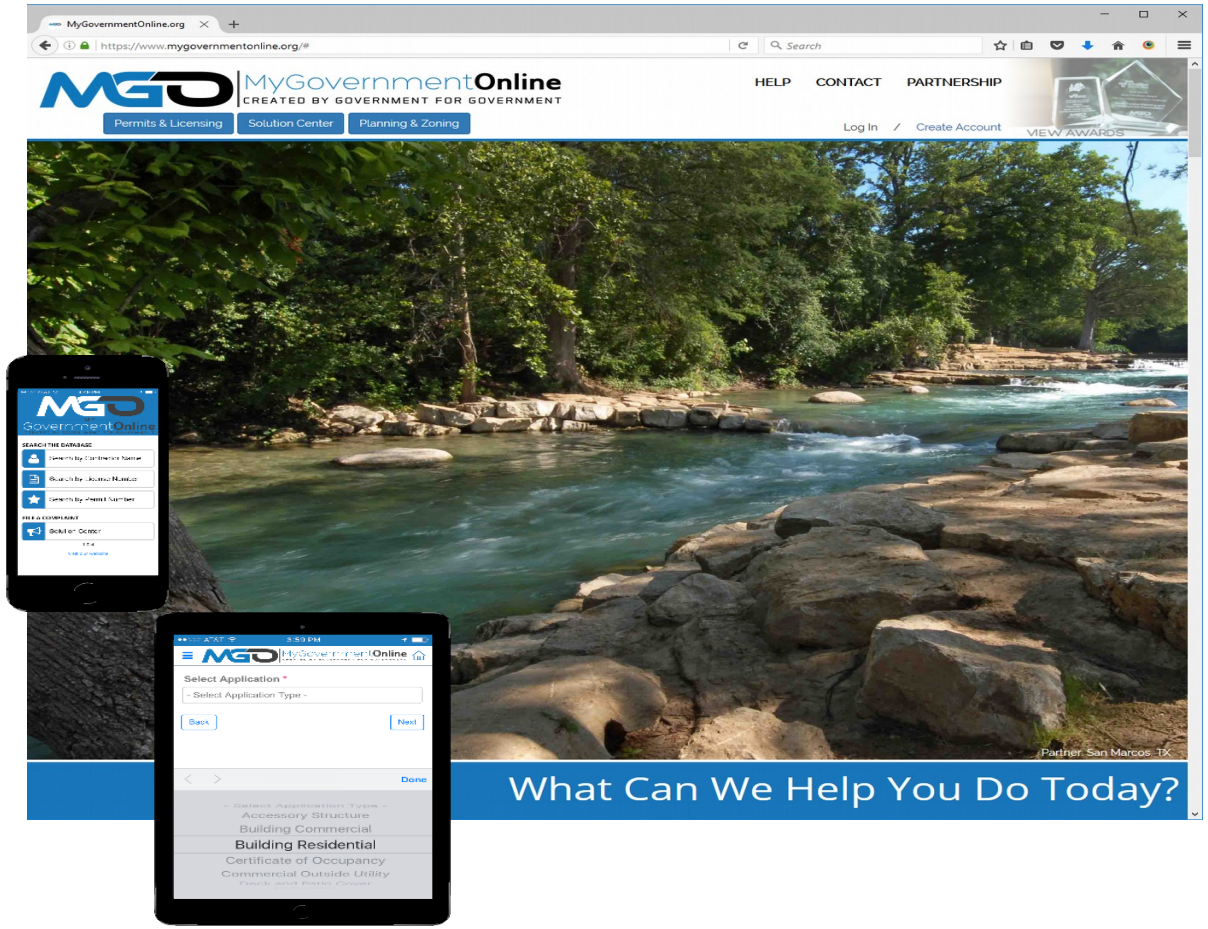
- 24 Hour Customer Portal
- Mobile Work Orders / Inspections
- Digital Plan Review
- Automatic Phone Alerts
- Automated Work Flow
- Customized Reports
- Unlimited Support



MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Customer Portal – Permits & Licensing

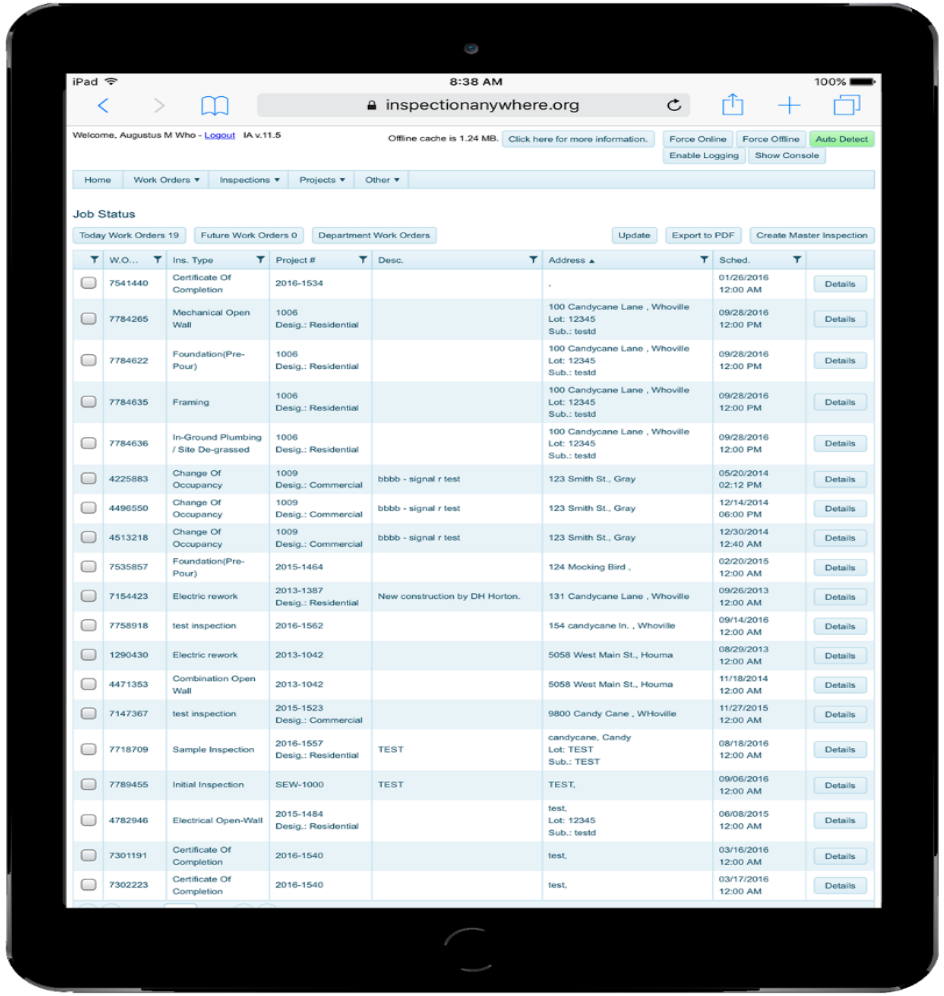
- Apply for Permits Online
- View status of “Check list” items needed to complete permit process in real time
- View Inspection Reports
- View original and revised plans
- One customer portal account allows you to manage permits, code enforcement issues, addressing and more across multiple jurisdictions!
- Historical data is stored online indefinitely
- All features are completely FREE
- There are no charges for any of the functionality of the



MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Mobile Work Orders/Inspections

- Complete reports directly on the job site.
- Works without remote internet access.
- New work order alerts are sent in real time via text message and I.A. software.



Digital Plan Review

- Go green with our completely paperless plan review process to track all revisions.
- Allow multiple users and departments to review documents simultaneously.
- Drag and Drop code references and diagram schematics.



Ease of Use

"I really did not have any computers skills to speak of when I was hired and was very concerned to find out I would have to do plan review on a computer and not on paper. But after a few days I loved it and I never want to do a paper plan review again!"

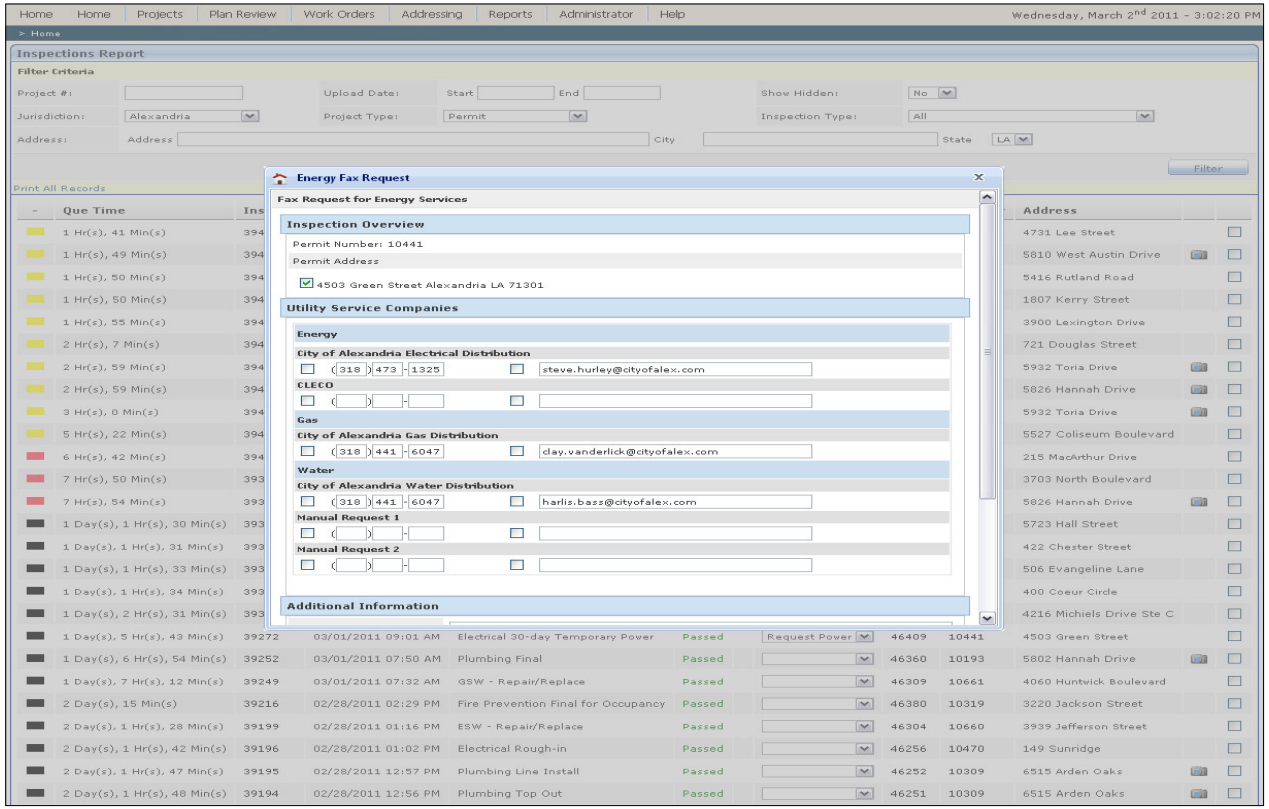
Carl Dupre

Plan Reviewer



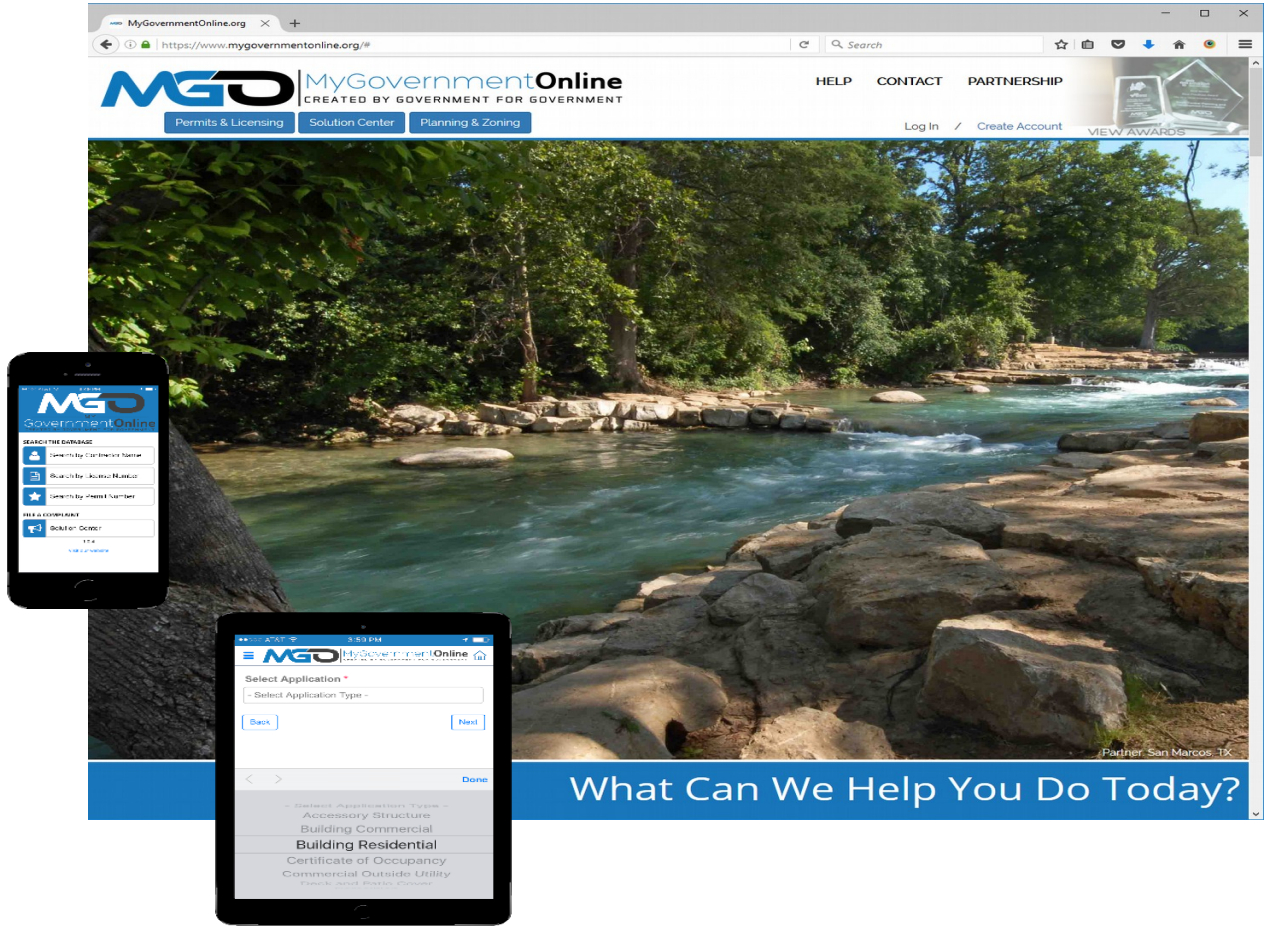
Phone, Text and E-mail Alerts

- Our system automatically calls phone numbers provided by the customer and reads their inspection results in a human voice.
- Configure automatic alerts and report delivery through e-mail, fax and text messaging.

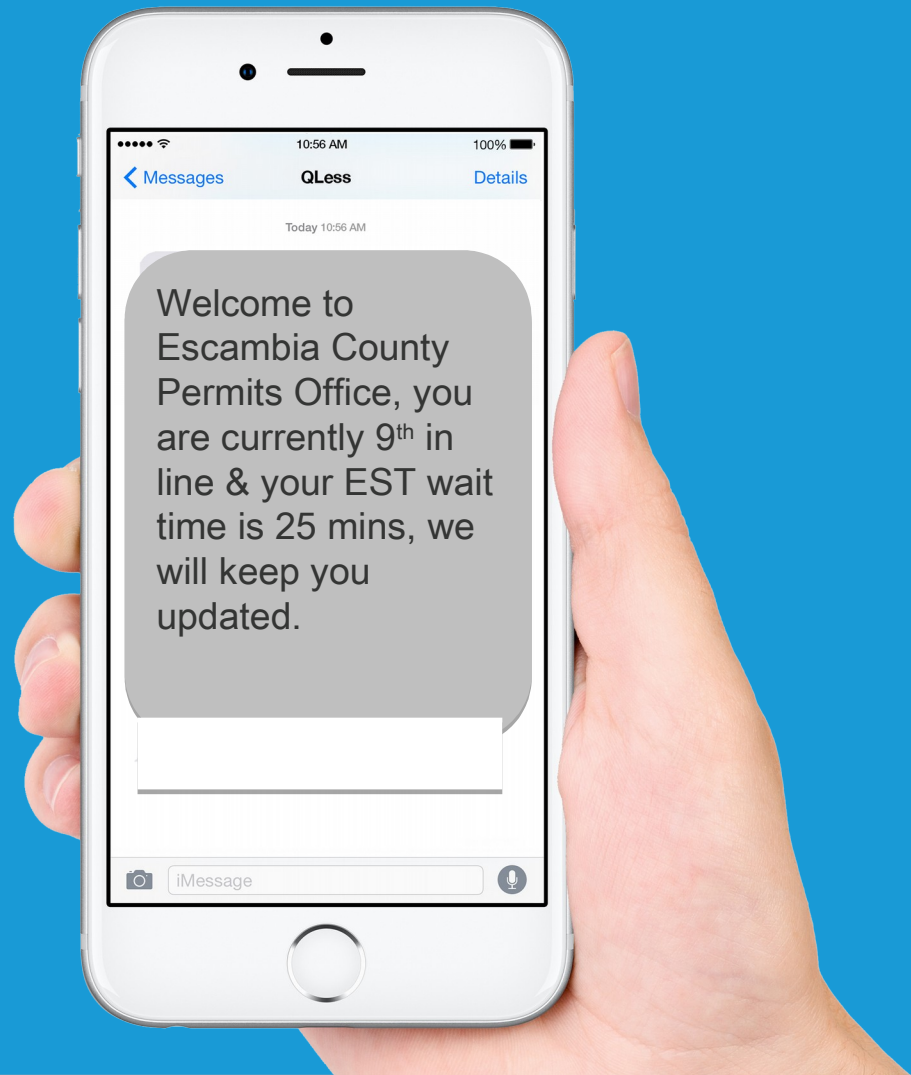


Customer Portal

- Submit Photos, Forms and Applications to a Jurisdiction from mobile or desktop devices.
- View real time work flow of a project.
- View work order results.
- View original and revised documents.
- One customer portal account allows user to manage all data across multiple jurisdictions!
- Historical data is stored online indefinitely.
- All features are completely FREE.



The Wait is Over



Benefits

- Better tracking of customers.
- It will provide better customer service and a better customer experience.
- Employee workload tracking
- Departmental continuity – departments are aware of each others customers and tracking
- Employee efficiency through scheduling

Current Clients in the State of Florida

TAX/DMV clients:

Escambia County Tax (Pensacola)
Orange County Tax – (Orlando)
Bay County Tax (Panama City)
Lee County Tax – (Fort Myers)
Sarasota County Tax (Sarasota)
Okaloosa County Tax - (Niceville)

Permits/Development clients:

Broward County
Sarasota County
City of St. Petersburg
City of Orlando

QLess Components



5 Reasons Why Government Agencies Love QLess



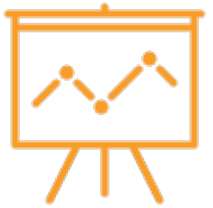
Eliminate Long Physical Lines



Boost Staff Productivity and Operational Efficiencies

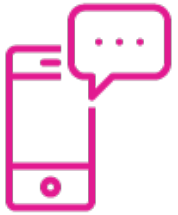


Reduced Citizen Complaints & 5 Star Yelp Reviews



Gaining Valuable Insights with Tracking and Reporting

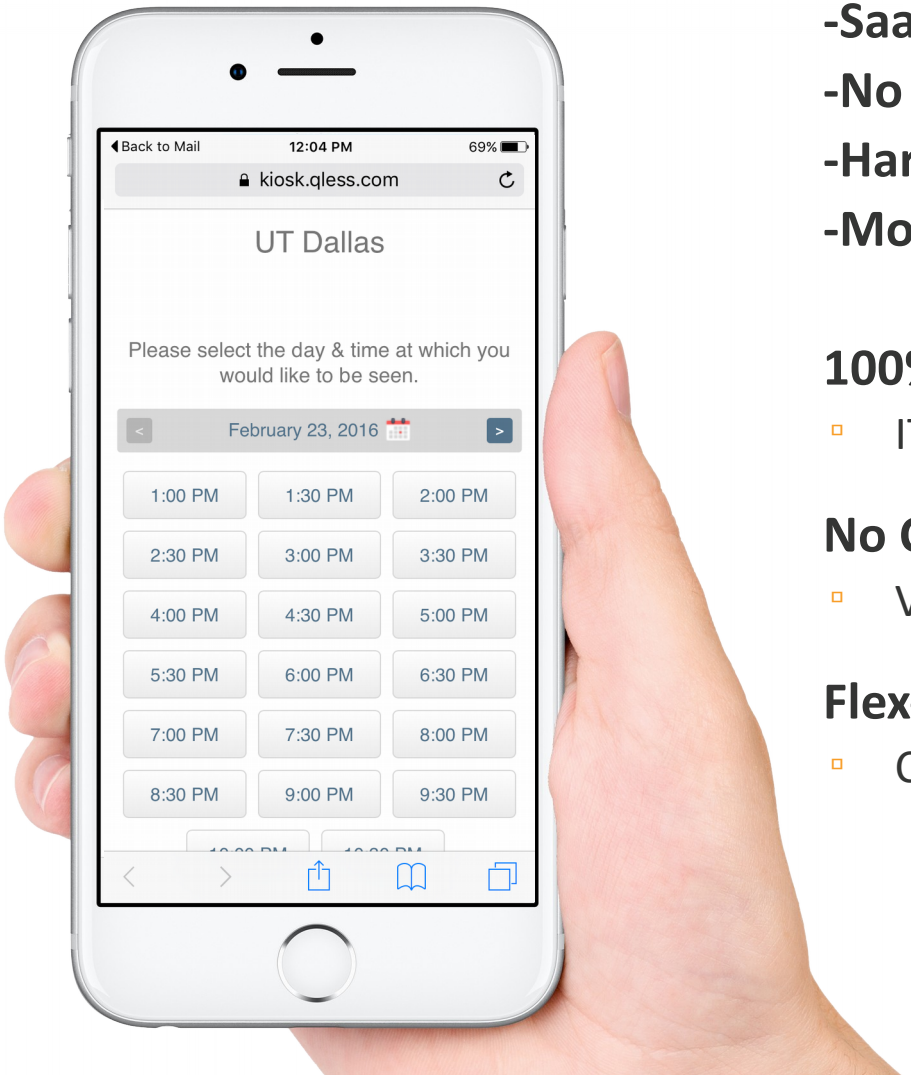
SMS Surveys



Enhance Communications and Citizen Engagement

Key Benefits

Why QLess?



-SaaS– Cloud Based – 99.9% guarantee

-No User Model– UNLIMITED USERS

-Hardware Agnostic– use any hardware you want

-Mobile Queuing (remote join)

100% Web Based –

- IT cost savings, redundancy, IT time savings

No Citizen left behind - ADA

- Voice-in, Kiosks, Mobile kiosks

Flex-Appointments

- Collect valuable data on your appointments

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-12259 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/25/2017
Issue: Acceptance of TDT Collection Data for the March 2017 Returns Received in April 2017
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the March 2017 Returns Received in April 2017

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2017 returns received in the month of April 2017, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2017; total collections for the month of March 2017 returns was $862,643.25; this is a 3.26% increase over the February 2016 returns; total collections year to date are 7.51% more than the comparable time frame in Fiscal Year 2016.

Attachments

March 2017 Returns Received in April 2017

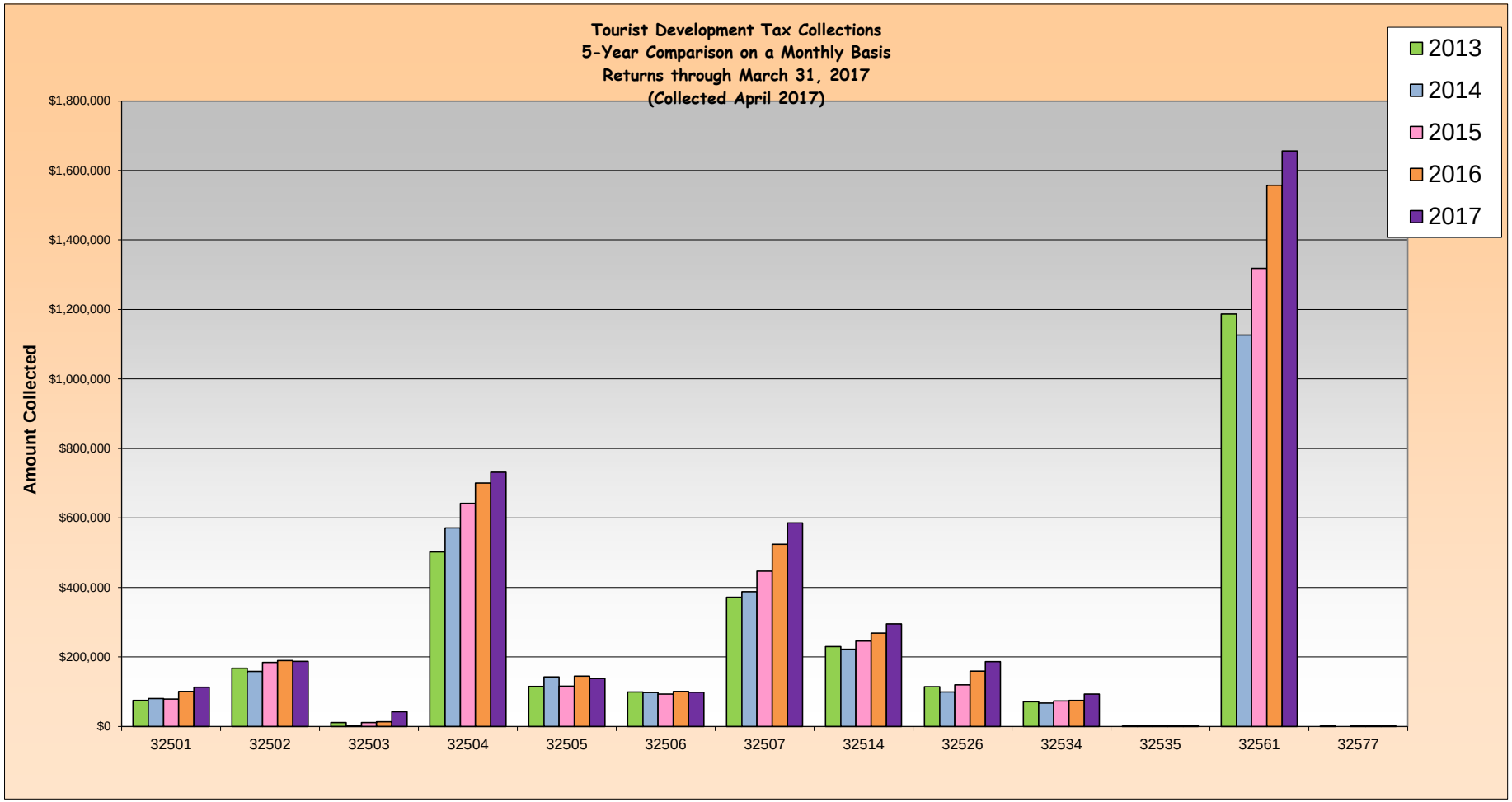
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA

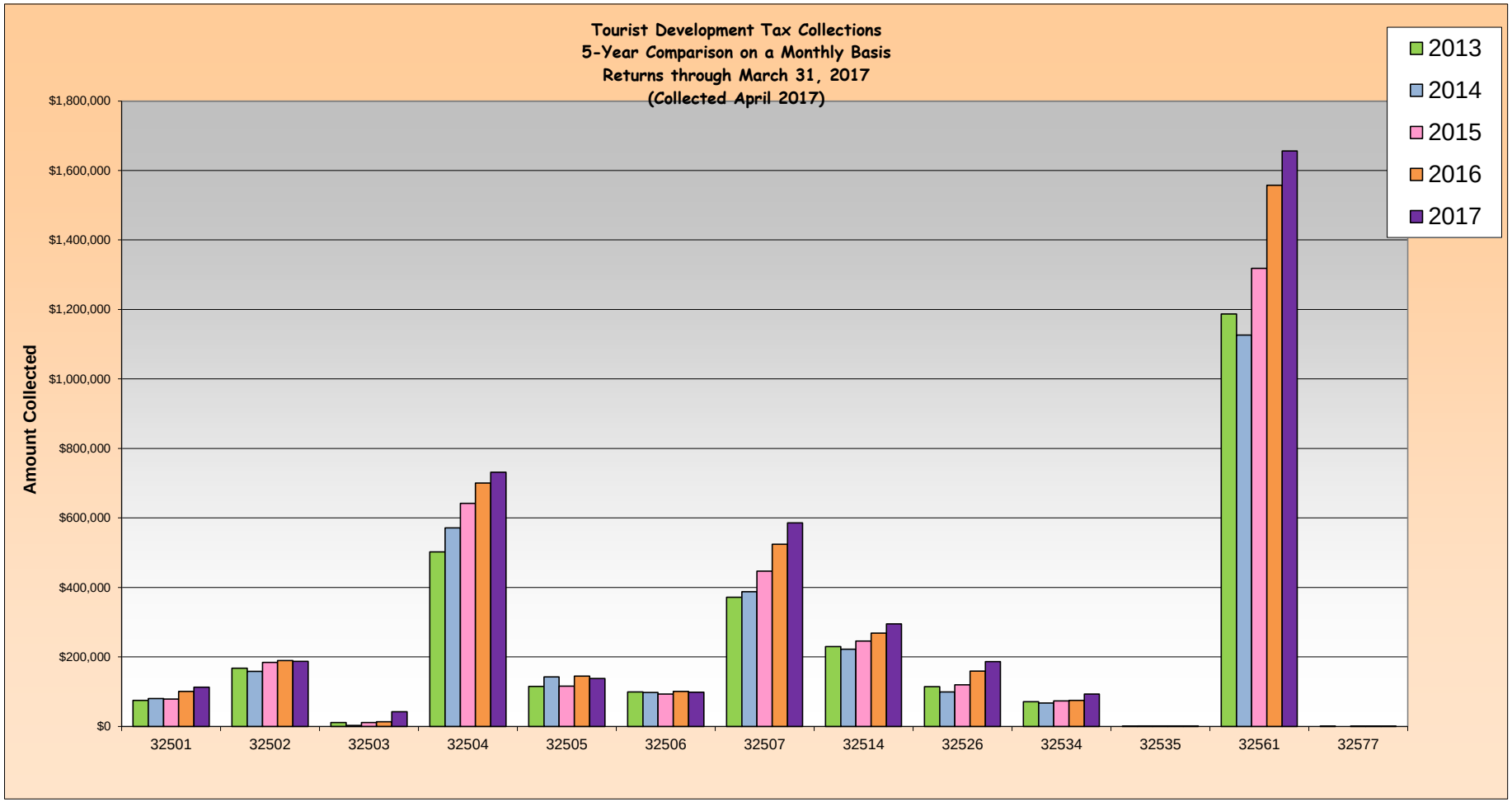
REPORTED IN FISCAL YEAR FORMAT

ESCAMBIA COUNTY FLORIDA

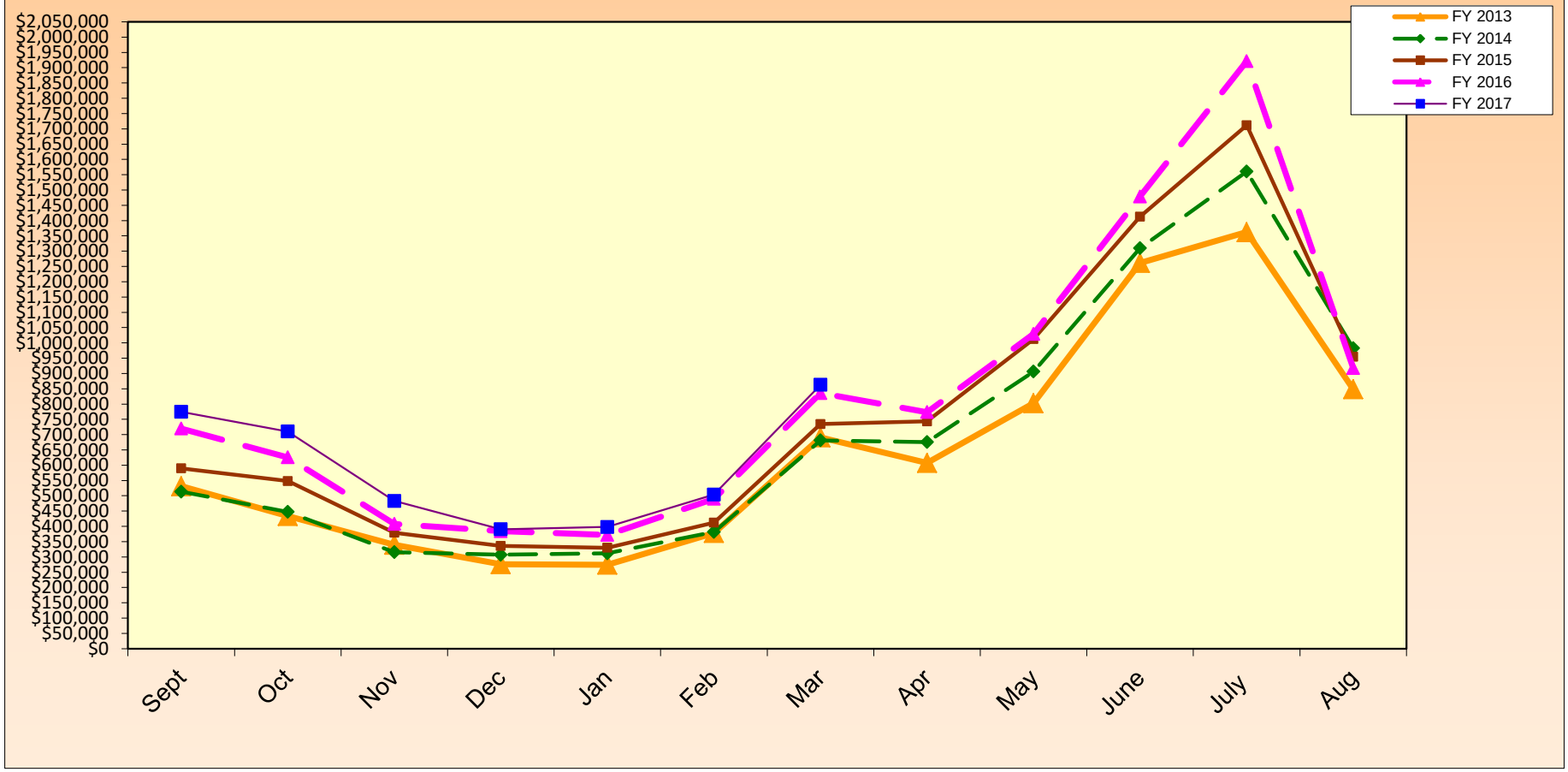
AS APRIL 2017

Zip Code	Fiscal Year 2017 YTD Collected	Fiscal Year 2016 YTD Collected	Difference	% Change
32501	112,763	100,347	12,416	12%
32502	186,983	189,533	(2,550)	-1%
32503	41,970	13,708	28,262	206%
32504	731,230	700,493	30,737	4%
32505	138,021	144,458	(6,437)	-4%
32506	98,416	100,361	(1,945)	-2%
32507	585,262	524,544	60,718	12%
32514	294,909	268,794	26,115	10%
32526	186,180	159,126	27,054	17%
32534	93,245	75,216	18,029	24%
32535	996	870	126	14%
32561	1,652,737	1,557,417	95,320	6%
32562	-	-	-	0%
32577	168	50	50	100%
Total	**$ 4,122,880**	**$ 3,834,917**	287,895	**8%**


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through March 31, 2017
(Collected April 2017)
2013
2014
2015
2016
2017
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through March 31, 2017
(Collected April 2017)
2013
2014
2015
2016
2017
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2013 - FY 2017
Returns through March 31, 2017 (Collected in April 2017)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF APRIL 30, 2017

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/16	**19,380**	3%	**28,706**	4%	**7,582**	1%	**107,704**	14%	**18,717**	2%
11/16	**16,302**	2%	**29,923**	4%	**6,327**	1%	**113,135**	16%	**19,922**	3%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
03/17	**16,219**	3%	**26,153**	5%	**5,274**	1%	**95,993**	19%	**19,123**	4%
04/17	**20,894**	2%	**35,754**	4%	**8,948**	1%	**145,212**	17%	**31,829**	4%
Total	**$ 112,763**	**3%**	**$ 186,983**	**5%**	**$ 41,970**	**1%**	**$ 731,230**	**18%**	**$ 138,021**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	**14,090**	2%	**127,015**	16%	**40,875**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,350**	6%	**26,474**	4%	**12,889**	2%
12/16	**11,410**	2%	**53,080**	11%	**39,610**	8%	**24,256**	5%	**11,841**	2%
01/17	**8,637**	2%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
03/17	**13,158**	3%	**70,759**	14%	**40,304**	8%	**30,673**	6%	**13,739**	3%
04/17	**21,455**	2%	**129,291**	15%	**62,062**	7%	**31,662**	4%	**19,449**	2%
Total	**$ 98,416**	**2%**	**$ 585,262**	**14%**	**$ 294,909**	**7%**	**$ 186,180**	**5%**	**$ 93,245**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/16	**105**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,539**	100%
11/16	**229**	0%	**316,293**	45%		0%		0%	**710,344**	100%
12/16	**135**	0%	**180,363**	37%	**-**	0%		0%	**483,152**	100%
01/17	**75**	0%	**137,912**	35%	**-**	0%		0%	**390,377**	100%
02/17	**135**	0%	**118,318**	30%	**-**	0%		0%	**397,875**	100%
03/17	**126**	0%	**172,429**	34%	**-**	0%		0%	**503,949**	100%
04/17	**191**	0%	**355,829**	41%	**-**	0%	**68**	0%	**862,643**	100%
Total	**$ 996**	**0%**	**$ 1,652,737**	**40%**	**$ -**	**0%**	**$ 168**	**0%**	**$ 4,122,880**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2016
AS OF APRIL 30, 2016

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	**13,893**	2%	**28,092**	4%	**1,583**	0%	**103,155**	14%	**23,955**	3%
11/15	**16,283**	3%	**31,883**	5%	**2,371**	0%	**102,729**	16%	**17,936**	3%
12/15	**12,524**	3%	**21,272**	5%	**1,996**	0%	**88,735**	22%	**12,756**	3%
01/16	**13,573**	4%	**20,368**	5%	**610**	0%	**83,364**	22%	**17,085**	4%
02/16	**13,032**	4%	**23,607**	6%	**1,025**	0%	**84,142**	23%	**14,337**	4%
03/16	**13,400**	3%	**27,976**	6%	**1,807**	0%	**101,374**	21%	**28,180**	6%
04/16	**17,642**	2%	**36,335**	4%	**4,316**	1%	**136,994**	16%	**30,208**	4%
					3					
Total	**$ 100,347**	**3%**	**$ 189,533**	**5%**	**$ 13,708**	**0%**	**$ 700,493**	**18%**	**$ 144,458**	**4%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	**14,443**	2%	**118,367**	16%	**39,504**	5%	**22,562**	3%	**9,820**	1%
11/15	**13,073**	2%	**93,637**	15%	**38,661**	6%	**24,476**	4%	**11,627**	2%
12/15	**12,924**	3%	**41,978**	10%	**33,838**	8%	**21,065**	5%	**9,397**	2%
01/16	**10,738**	3%	**36,999**	10%	**34,083**	9%	**22,108**	6%	**9,416**	2%
02/16	**12,462**	3%	**46,390**	12%	**35,263**	9%	**19,997**	5%	**9,137**	2%
03/16	**15,117**	3%	**61,478**	13%	**38,016**	8%	**21,107**	4%	**12,049**	2%
04/16	**21,604**	3%	**125,695**	15%	**49,429**	6%	**27,812**	3%	**13,771**	2%
Total	**$ 100,361**	**3%**	**$ 524,544**	**14%**	**$ 268,794**	**7%**	**$ 159,126**	**4%**	**$ 75,216**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	**115**	0%	**344,153**	48%	**-**	0%	**50**	0%	**719,688**	100%
11/15	**-**	0%	**273,123**	44%	**-**	0%		0%	**625,801**	100%
12/15	**310**	0%	**150,864**	37%	**-**	0%		0%	**407,658**	100%
01/16	**83**	0%	**135,746**	35%	**-**	0%		0%	**384,174**	100%
02/16	**120**	0%	**112,686**	30%	**-**	0%		0%	**372,197**	100%
03/16	**124**	0%	**169,342**	35%	**-**	0%		0%	**489,969**	100%
04/16	**118**	0%	**371,503**	44%	**-**	0%		0%	**835,430**	100%
Total	**$ 870**	**0%**	**$ 1,557,417**	**41%**	**$ -**	**0%**	**$ 50**	**0%**	**$ 3,834,917**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268	$539,766	$580,905
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	$532,757
DEC	NOV	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	$362,364
JAN	DEC	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	$292,783
FEB	JAN	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	$298,406
MAR	FEB	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	$377,962
APR	MAR	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	$646,982
	TOTAL	**$1,648,744**	**$1,553,005**	**$1,596,169**	**$1,848,592**	**$2,040,295**	**$2,193,521**	**$2,218,057**	**$2,496,819**	**$2,876,188**	**$3,092,160**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,425	$179,922	$193,635
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	$177,586
DEC	NOV	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	$120,788
JAN	DEC	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	$97,594
FEB	JAN	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	$99,469
MAR	FEB	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	$125,987
APR	MAR	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	$215,661
	TOTAL	**$549,581**	**$517,668**	**$532,056**	**$616,198**	**$680,099**	**$731,174**	**$739,352**	**$832,273**	**$958,729**	**$1,030,720**

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-12238 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/25/2017
Issue: April 2017 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the April 30, 2017, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2017, as required by Ordinance Number 95-13; on April 30, 2017, the portfolio market value was $271,885,002 and portfolio earnings totaled $227,715 for the month; the short-term portfolio yield was 0. 73%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.76%; the long-term CORE portfolio achieved a yield of 1.37%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.43%.

Attachments

April 2017 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
April 30, 2017

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2016-2017
April 30, 2017

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value March 31, 2017	Market Value April 30, 2017
Bank Accounts	$ 31,975,170	$ 23,175,551
Money Market Accounts	60,533,436	60,558,558
State Board of Administration	39,932,386	39,968,601
Local Government Investment Pools	25,068,851	25,106,901
Certificates of Deposit	20,107,859	20,107,859
Money Market Mutual Fund	590,718	194,100
U.S. Treasury Bond/Notes	40,640,359	42,262,278
Federal Agency Bond/Note	36,615,611	35,131,635
Municipal Bonds	3,942,259	3,940,008
Corporate Notes	19,728,623	20,239,726
Commercial Paper	1,198,886	1,199,784
Total Portfolio Assets:	$ 280,334,158	$ 271,885,002
Current Month Earnings:	**$ 208,213**	**$ 227,715**
Fiscal Year to Date Earnings:	**$ 1,088,573**	**$ 1,316,288**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	March 31, 2017	April 30, 2017
Market Value	**$ 177,617,702**	**$ 168,917,469**
Short Term Portfolio Yield:	**0.64%**	**0.73%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0..67%	0.76%
Fiscal YTD Earnings:	**$ 488,962**	**$ 601,864**

ENHANCED CASH PORTFOLIO:	March 31, 2017	April 30, 2017
Market Value	**$ -**	**$ -**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.00%**	**0.00%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	1.07%	1.10%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.26%	1.26%
Effective Duration (Years)	**0.00**	**0.00**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.86	1.81
Fiscal YTD Earnings:	**$ 3,316**	**$ 3,316**

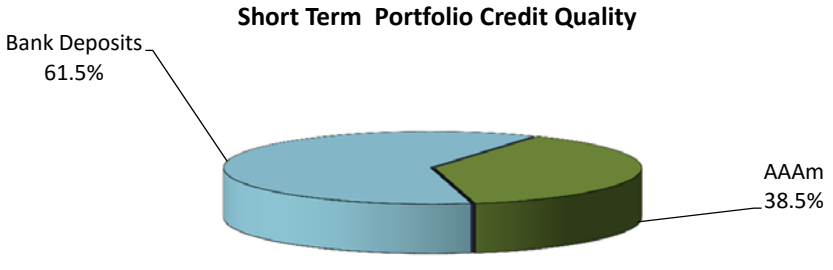
LONG TERM CORE PORTFOLIO:	March 31, 2017	April 30, 2017
Market Value	**$ 102,716,456**	**$ 102,967,533**
CORE Portfolio Yield to Maturity at Cost:	**1.36%**	**1.37%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.46%	1.43%
CORE Portfolio Total Return:	**0.06%**	**0.29%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.05%	0.31%
Effective Duration (Years)	**2.42**	**2.40**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.67	2.62
Fiscal YTD Earnings:	**$ 596,295**	**$ 711,108**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2016-2017
April 30, 2017

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

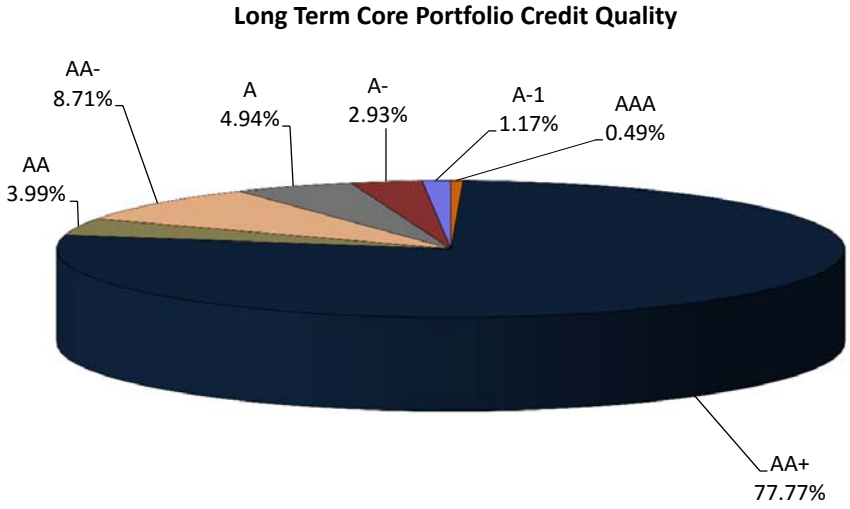
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 23,175,551	13.7%
Money Market Accounts	60,558,558	35.9%
Certificates of Deposit	20,107,859	11.9%
State Board of Administration	39,968,601	23.7%
Local Government Investment Pools	25,106,901	14.9%
Total Short Term Portfolio Assets:	**$ 168,917,469**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 42,262,278	41.0%
Federal Agency Bond / Note	35,131,635	34.1%
Municipal Obligations	3,940,008	3.8%
Commercial Paper	1,199,784	1.2%
Corporate Note	20,239,726	19.7%
Money Market Mutual Fund - Federated Government	194,100	0.2%
Total Long Term Core Portfolio Assets:	**$ 102,967,533**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
April 30, 2017

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	39,968,601	14.7%	25%	Yes
United States Treasury Securities		42,262,278	15.5%	100%	Yes
Federal Instrumentalities		35,131,635	12.9%	50%	Yes
Local Government Investment Pools		25,106,901	9.2%	50%	Yes
Certificates of Deposit		20,107,859	7.4%	50%	Yes
Savings Accounts		60,558,558	22.3%	50%	Yes
Commercial Paper		1,199,784	0.4%	25%	Yes
Corporate Notes		20,239,726	7.4%	25%	Yes
State and/or Local Government Debt		3,940,008	1.4%	25%	Yes
Bank Accounts - Bank of America		23,175,551	8.5%	100%	Yes
Money Market Mutual Fund		194,100	0.1%	50%	Yes
Total Investment Holdings	**$**	**271,885,002**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	1,007,471	0.4%	5%	Yes
Apple Inc. Corporate Notes	750,062	0.3%	5%	Yes
Bank Accounts - Bank of America	23,175,551	8.5%	100%	Yes
Bank of New York Mellon Corporate Notes	2,000,580	0.7%	5%	Yes
BBVA Compass	5,022,551	1.8%	15%	Yes
Berkshire Hathaway Inc	620,772	0.2%	5%	Yes
BNP Paribas	1,199,784	0.4%	5%	Yes
Centennial Bank	20,078,330	7.4%	15%	Yes
Chevron Corporation Corp Notes	749,091	0.3%	5%	Yes
Cisco Systems Inc.	2,005,730	0.7%	5%	Yes
City of New York	1,709,299	0.6%	5%	Yes
Colgate-Palmolive Co	746,819	0.3%	5%	Yes
Exxon Mobil Corporate Notes	1,002,344	0.4%	5%	Yes
Federal Home Loan Bank (FHLB)	15,017,700	5.5%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	8,131,690	3.0%	25%	Yes
Federal National Mortgage Association (FNMA)	11,982,246	4.4%	25%	Yes
Fidelity Institutional Government MMF	194,100	0.1%	25%	Yes
FLCLASS	5,027,894	1.8%	25%	Yes
Florida Prime (SBA)	39,968,601	14.7%	25%	Yes
Florida Local Government Investment Trust	20,079,007	7.4%	25%	Yes
General Electric Corporate Notes	2,508,255	0.9%	5%	Yes
Hancock Bank	27,742,043	10.2%	15%	Yes
HSBC Holdings PLC	1,000,324	0.4%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2016-2017
April 30, 2017

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes		2,001,794	0.7%	**5%**	**Yes**
Microsoft Corporate Notes		504,879	0.2%	**5%**	**Yes**
Mississippi State		760,213	0.3%	**5%**	**Yes**
Pepsico, Inc.		1,074,377	0.4%	**5%**	**Yes**
Pfizer Inc Corporate Notes		1,009,043	0.4%	**5%**	**Yes**
Servisfirst Bank		27,823,493	10.2%	**15%**	**Yes**
State of Connecticut		683,794	0.3%	**5%**	**Yes**
Toyota Motor Corp		1,501,787	0.6%	**5%**	**Yes**
United States Treasury Securities		42,262,278	15.5%	**100%**	**Yes**
University of WA Taxable Revenue Bonds		786,702	0.3%	**5%**	**Yes**
Wells Fargo &Company Corporate Notes		1,756,399	0.6%	**5%**	**Yes**
Total Investment Holdings	**$**	**271,885,002**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-12184 **Clerk & Comptroller's Report** **12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 05/25/2017
Issue: Write-off Of Returned Checks & Accounts Receivable
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Write-off of Return Checks and Accounts Receivables

That the Board adopt the Resolution authorizing the write-off of $606.40 of returned checks and accounts receivables in various funds of the County that have been determined to be uncollectible bad debts.

Attachments

April 2017 Write-off

ATTACHMENT "A"

INTER-OFFICE MEMORANDUM

TO: Honorable Pam Childers
Clerk of the Circuit Court

THRU: Lorraine Hudson
Manager, Treasury/Payroll

FROM: Betsy H Wooten
Accountant, Treasury

DATE: April 21, 2017

SUBJECT: Returned Checks and Receivables Write-Off
Ended 03/31/2017

The following is a list of all outstanding returned checks and accounts receivable greater than 120 days old (prior to December 1, 2016) and uncollectible receivables at March 31, 2017. All phases of the collection process have been attempted and have been determined to be uncollectible. This write-off allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt.

Name	Date of Return	Fund		Amount
Arthur Carmichael	05/02/2016	001	$	35.00
Dearrius Hines	06/15/2016	001	$	95.00
Pace Analytical Services, Inc	03/24/2015	001	$	400.00
Larissa Piazza	11/30/2015	113	$	10.40
Corie Houston	07/15/2016	113	$	3.00
James Hughes	10/26/2016	406	$	63.00
Total			**$**	**606.40**

Grand Total	**$**	**606.40**

RESOLUTION R2017-

WHEREAS, certain returned checks and other receivables totaling **$606.40** are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

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

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Douglas Underhill
Chairman of the Board

ATTEST:

HONORABLE PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

Adopted:

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-12267 **Clerk & Comptroller's Report 12. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 05/25/2017
Issue: Acceptance Documents Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Documents Provided for Filing with the Board's Minutes

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

A. The *Modification to Subgrant Agreement Between the Division of Emergency Management and Escambia County*, Contract Number: 16HM-H4-01-27-01-451, Project Number: 4177-19-R, based on the Board's action of June 16, 2016, authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for the Lake Charlene Warrington Drainage Area Project; and

B. The *Northwest Florida Water Management District Financial Statements, September 30, 2016*, provided by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District.

Attachments

20160616 CAR II-2
FY 2016 Northwest Florida Water Management District Financial Statements

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-32. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 32, as follows, with the exception of Items 17 and 19, which were held for separate votes, as amended to drop Items 1, 12.A.(1), and 15: 

1. Dropping the recommendation that the Board adopt the Resolution approving Supplemental Budget Amendment #164, Community Redevelopment Block Grant Fund (129), in the amount of $281,868, recognizing Funds from the sale of voluntary tax credits and appropriating these Funds to assist the City of Pensacola in remediating the site known as the Corrine Jones Park.

2. Taking the following action concerning the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP), for the Bristol Creek/Bristol Park/Ashbury Hills Area, Lake Charlene Warrington Drainage Area Project, and the Beach Haven Northeast Phase 1, Drainage and Sanitary Sewer Project (Global Match):

   A. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-08-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Bristol Creek/Bristol Park/Ashbury Hills Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $6,189,379;

   B. Approving the *Federally-Funded Subgrant Agreement*, Project Number 4177-19-R, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Lake Charlene Warrington Drainage Area, providing for 100% Federal funding, with Local Global Match approval, awarded at $314,274;

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-32. Approval of Various Consent Agenda Items – Continued

2. Continued…

C. Approving the *Non-Financial Subgrant Agreement, Escambia County*, Project Number 4177-09-R, between the State of Florida, Division of Emergency Management and Escambia County Board of County Commissioners, for the Local Global Match applied to projects 4177-08-R and 4177-19-R, for the Beach Haven Northeast Phase 1 Drainage and Sanitary Sewer Project, as the fully qualified and eligible project for Local Global Match;

D. Ratifying the December 11, 2014, and February 19, 2015, Board approval authorizing the County Administrator to execute any subsequent Agreements and Program-related documents for these projects, specifically the Local Global Match Application, as referenced in the February 19, 2015, Board Minutes, and specifically authorizing execution of the application to leverage Funds for Local Global Match for these projects;

E. Authorizing the Chairman to sign the Subgrant Agreements and any subsequent grant-related documents;

F. Authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and Program-related documents for these projects; and

G. Accepting, subject to Legal review and sign-off, any Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are part of the project scopes.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement:

Section (19), Mandated Conditions, Subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 04-28-2017

TO: Liz Carew
Clerk to the Board

BCC: 06-16-2016

CAR II-2 Modification of Subgrant Agreement between the Division of Emergency Management and Escambia County

Please Initial and Date
Below on Line Provided

jw 04-28-2017 Judy Witterstaeter, Program Coordinator, County Administration

Attached for filing with the Board's Minutes is the Clerk's Original of the document noted above.

Note: The State of Florida Division of Emergency Management changed the verbiage "will expire" to "expired" on Page 1 in the third Whereas Statement of the Agreement. Kristin Hual, Assistant County Attorney, has advised that the change in verbiage does not require further action by the Board.

Thank you.

4/28 LC Liz Carew, Clerk to the Board

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

Escambia County
Clerk's Original

4/14/2016 CAX II-2

Contract Number: 16HM-H4-01-27-01-451
Project Number: 4177-19-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County ("Recipient") to modify Contract Number 16HM-H4-01-27-01-451, dated July 14, 2016 ("the Agreement").

Not Agenda Backup
3/20/2017

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the Hazard Mitigation Grants Program of $314,274.00 in Federal funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement will expire on March 28, 2017; and

WHEREAS, the Division and the Recipient desire to extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

   (3) PERIOD OF AGREEMENT

   This Agreement shall begin July 14, 2016 and shall end September 30, 2017; unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

Contract Number: 16HM-H4-01-27-01-451

Project Number: 4177-19-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County ("Recipient") to modify Contract Number 16HM-H4-01-27-01-451, dated July 14, 2016 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the Hazard Mitigation Grants Program of $314,274.00 in Federal funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on March 28, 2017; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

   (3) PERIOD OF AGREEMENT

   This Agreement shall begin July 14, 2016 and shall end September 30, 2017; unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT:

By: ESCAMBIA COUNTY

Name and Title: D. B. Underhill, Chairman

Date: 3/16/2017

Attest: Pam Childers
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson, for

Name and Title: Bryan W. Koon, Director

Date: 4/5/2017

This document approved as to form and legal sufficiency

By:

Title: ACA

Date: 3/15/17

BCC Approved 06-16-2016

Attachment A

1st Revision

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage for Lake Charlene in Pensacola, Escambia County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4177-19-R,** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Escambia County shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to improve the drainage for Lake Charlene area, located in Pensacola, Florida 32505. The project specifically starts at the channel intersecting Lake Joanne Drive on the west bound and expands along to the east to the intersection of South 61st Ave and continues south to the outfall located south of US 98.

Phase I proposes to provide designs and calculations for Phase II review, including verification that there will not be any upstream or downstream impact.

Phase II proposes to construct approximately 1,635 feet of double 60-inch concrete pipe from the channel intersecting Lake Joanne Drive, east to 61st Avenue, and south on 61st Avenue to the existing drainage system confluence. From the confluence, 813 feet of 66-inch pipe will be added parallel to the existing 66-inch pipe. Where the existing 66-inch pipe reduces to 60-inch pipe, an additional 60-inch pipe will be added parallel to the existing pipe for a distance of 110 feet to the final outfall located south of US 98.

The project will resolve a repetitive problem that has occurred since the 1970's affecting 238 homes and generating a loss of function for up to 48 hours at each event. All activities will be executed in compliance with any applicable codes and regulations. The completed project shall provide protection against a 50-year storm event.

TASKS & DELIVERABLES:

A. Tasks

1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in

a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Notify the public of the intent to locate the proposed action in the floodplain or/and wetland. The notice shall be published at least once in a local newspaper of general circulation. The public shall be given at least thirty (30) days to comment. The recipient shall meet federal requirements of notification. Compliance shall be submitted with deliverables.

   Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;

   b) Construction Plans and bid documents;

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction

locations of the project.

e) Color maps including topographical, aerial and existing vs. new location maps shall be provided with the project location and staging areas clearly marked on each map. Color project maps that show the full extent of the project footprint and depth of ground disturbance shall be provided.

f) Copy of all environmental permits including the Environmental Resource Permit (ERP) from the Northwest Florida Water Management District (NWFWMD) or confirmation from the NWFWMD that no permit is required.

g) Copy of all Florida Department of Transportation (FDOT) permits. Any onsite/offsite improvements that impact FDOT right-of-way shall require the appropriate FDOT permit(s). Required permits may include utility, access management, drainage or other permits depending on the work planned.

h) Any other documentation requested by the Division, not limited to Project conditions and requirements herein.

3) During the course of this Agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient.

Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's request for reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation Activities consist of project design, which shall implement measures to determine modifications needed to improve the drainage and alleviate flooding for Lake Charlene area, located in Pensacola, FL 32505. The Recipient shall provide designs and calculations for Phase II review, including verification that there will not be any upstream or downstream impact.

The completed project shall provide protection against a 50 -year storm event.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering:

1. The Recipient shall submit Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2. Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
3. Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
4. Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials

and Labor.

D. Environmental:

1. The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work. Phase II will require additional EHP compliance review.
3. Designs and calculations for Phase II review are required. Documentation must be provided verifying that there will be no upstream or downstream impact.
4. Copy of all environmental permits. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
5. A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting. The comment period shall extend no less than 30 days, and all comments must be addressed prior to initiating any construction activities.
6. Meet all required Environmental laws and policies, and all necessary Environmental and Historical Preservation compliance documents shall be obtained, as applicable.
7. An Environmental Resource Permit (ERP) or notification of No Permit Required from the Northwest Florida Water Management District (NWFWMD) must be obtained.
8. Any onsite/offsite improvements associated with storm water system improvement that impact Florida Department of Transportation (FDOT) right-of-way shall require the appropriate FDOT permit(s). Required permits may include utility, access management, drainage or other permits depending on the work planned.
9. An U.S. Army Corps of Engineers (USACE) permit or confirmation that no permit is required (NPR) from the USACE Regulatory Division must be obtained.
10. Tribal Consultation is required for proposed ground disturbing activities. Following documents are required and must be submitted as part of deliverables:
    a) Horizontal limits and vertical depths of ground disturbance in feet and square feet (mapped) with locations of staging areas indicated;
    b) Geographic latitude/longitude of the proposed construction areas;
    c) Previous and current use of proposed project area;
    d) Any known site work or historic uses for the proposed location;
    e) Any available studies that may have taken place on the property.
11. Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
12. No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA before Phase II – Construction is considered.
5) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
6) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA Project Number **4177-19-R,** is funded under HMGP-4177-DR-FL-Severe Storms, Tornados, Floods.

The project was awarded by FEMA on ***March 28 2016***; with a Pre-Award date November 01, 2014; and the Period of Performance for this project shall end on ***September 30, 2017.***

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting	3	Months
Design, Engineering, Permitting and Survey:	16	Months
Total Period of Performance:	**19**	**Months**

Budget

Line Item Budget*

Phase I	**Project Costs**	**Federal Share**
Pre-Award:	$17,591.00	$17,591.00
Fees: Design, Permits, Survey	$296,683.00	$296,683.00
Total Phase I Cost:	**$314,274.00**	**$314,274.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*This project has a Pre-Award, approved by FEMA in the amount of $17,591.00 project costs with a start date of **November 01, 2014**.*

This project Global Match is provided by FEMA Project number 4177-09-R

Funding Summary

Federal Share:	$314,274.00	(100.0%)
Total Project Cost:**	**$314,274.00**	**(100.0%)**

Sharon Harrell (COC)

From: Pam Childers (COC)
Sent: Monday, May 15, 2017 1:31 PM
To: Sharon Harrell (COC)
Subject: FW: Audited Financial Statements
Attachments: FY 2016 Northwest Florida Water Management District.pdf

PAM CHILDERS
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
(850) 595-4310

From: Amanda Bedenbaugh [mailto:Amanda.Bedenbaugh@nwfwater.com]
Sent: Friday, May 12, 2017 8:23 AM
To: Bay County Clerk of the Circuit Court (webbaycoclerk@baycoclerk.com); Carla Hand; Pam Childers (COC); Franklin County Clerk of the Circuit Court (mmjohnson@franklinclerk.com); Gadsden County Clerk of the Circuit Court(clerkofcourt@gadsdenclerk.com); Gulf County Clerk of the Circuit Court (info@gulfclerk.com); Kyle Hudson; Jackson County Clerk of the Circuit Court (clerkmail@jacksonclerk.com); Jefferson County Clerk of the Circuit Court(kreams@jeffersonclerk.com); Leon County Clerk of the Circuit Court (bbinzer@leoncountyfl.gov); Liberty County Clerk of the Circuit Court(info@libertyclerk.com); J D. Peacock; Donald Spencer; Brent Thurmond; Alex Alford; Lora Bell
Cc: Brett Cyphers; Guy Gowens; Wendy Dugan
Subject: Audited Financial Statements

Pursuant to Chapter 373.536(6), Florida Statutes, the Northwest Florida Water Management District is pleased to submit the Audited Financial Statements for the fiscal year ending September 30, 2016.

If you have any questions or would like to request a printed copy of the report, please contact me at the number below.

Amanda Bedenbaugh
Chief, Bureau of Finance and Accounting
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
850 539 5999

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2016

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2016

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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

FINANCIAL STATEMENTS

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Purvis Gray & Company

INDEPENDENT AUDITORS' REPORT

To the Honorable Governing Board
Northwest Florida Water Management District

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities and each major fund of Northwest Florida Water Management District (the District), a component unit of the State of Florida, as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2016, and the respective changes in financial position thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Certified Public Accountants
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MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

INDEPENDENT AUDITORS' REPORT
(Concluded)

Other Matters

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General of the State of Florida*, and is also not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards and State Financial Assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. This information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards and State Financial Assistance is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards,* we have also issued our report dated April 27, 2017, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Purvis, Gray and Company, LLP

April 27, 2017
Tallahassee, Florida

MANAGEMENT DISCUSSION AND ANALYSIS

As management of the Northwest Florida Water Management District, we offer readers of the Northwest Florida Water Management District's financial statements this narrative overview and analysis of the financial activities of the Northwest Florida Water Management District for the fiscal year ended September 30, 2016.

Financial Highlights

At the end of the most recent fiscal year, the Northwest Florida Water Management District's:

- Assets exceeded its liabilities by $203,341,939 (*net position*). Of this amount, $21,490,009 (*unrestricted net position*) may be used to meet the government's ongoing obligations to citizens and creditors.

- Governmental funds reported combined ending fund balances of $29,749,934, a decrease of $4,594,100 from the previous year.

- Unassigned fund balance for the general fund was $0 and assigned fund balance was $8,394,000 for all funds.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Northwest Florida Water Management District's basic financial statements. The Northwest Florida Water Management District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide financial statements—The government-wide financial statements are designed to provide readers with a broad overview of the Northwest Florida Water Management District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Northwest Florida Water Management District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Northwest Florida Water Management District is improving or declining.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

The government-wide financial statements distinguish functions of the Northwest Florida Water Management District that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the Northwest Florida Water Management District include: water resources planning and monitoring; acquisition, restoration and public works; operation and maintenance of lands and works; regulation; outreach; and administration.

Overview of the Financial Statements *(Continued)*

Government-wide financial statements—*(Concluded)*
The government-wide financial statements include only the Northwest Florida Water Management District, a component unit of the State of Florida.

The government-wide financial statements can be found on pages 9 - 10 of this report.

Fund financial statements—A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Northwest Florida Water Management District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Northwest Florida Water Management District are in one category: governmental funds.

Governmental funds—Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term* inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's *near-term* financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's *near-term* financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Northwest Florida Water Management District maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Projects Fund, Capital Projects Fund, Land Management Fund, Regulation Fund, and Mitigation Fund, all of which are considered to be major funds.

The governmental fund financial statements can be found on pages 11 and 13 of this report.

Notes to the financial statements—The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 15 - 39 of this report.

Other information—In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning Northwest Florida Water Management District's budgetary comparison for its major funds as well as the other post-employment benefits retirement healthcare plan schedule of funding progress and schedule of employer contributions. The Northwest Florida Water Management District adopts an annual appropriated budget for all funds. A budgetary comparison schedule has been provided for the general fund and each major fund to demonstrate compliance with this budget and can be found on pages 40 - 44.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Northwest Florida Water Management District, assets exceeded liabilities by $203,341,939 at the close of the most recent fiscal year.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF NET POSITION

	2016	2015
Current and Other Assets	$ 47,997,016	$ 56,203,422
Capital Assets:		
Land and Other Improvements	172,317,863	172,046,573
Other Capital Assets,		
Net of Depreciation	6,239,639	6,340,959
Total Assets	226,554,518	234,590,954
Total Deferred Ouflows of Resources	2,510,378	1,187,756
Long-term Liabilities Outstanding	7,128,572	5,093,623
Other Liabilities	18,247,082	21,859,388
Total Liabilities	25,375,654	26,953,011
Total Deferred Inflows of Resources	347,303	659,775
Net Position		
Investment in Capital Assets	178,557,502	178,387,532
Restricted	3,294,428	2,973,062
Unrestricted	21,490,009	26,805,330
Total Net Position	$ 203,341,939	$ 208,165,924

By far the largest portion of the Northwest Florida Water Management District's net position (88 percent) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The Northwest Florida Water Management District uses these capital assets to protect environmentally sensitive lands and to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the Northwest Florida Water Management District's net position (1.6 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position ($21,490,010) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Northwest Florida Water Management District is able to report positive balances in all three categories of net position.

Government-wide Financial Analysis *(Concluded)*

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CHANGE IN NET POSITION

	2016	2015
Revenues		
Program Revenues:		
Charges for Services	$ 419,135	$ 396,205
Operating Grants and Contributions	14,002,036	12,869,191
Capital Grants and Contributions	95,350	712,549
General Revenues:		
Property Taxes	3,280,708	3,258,534
Grants and Contributions not Restricted to Specific Programs	238,438	177,979
Other	1,147,388	3,203,459
Total Revenues	19,183,055	20,617,917
Expenses		
Water Resources Planning and Monitoring	4,727,170	4,300,254
Acquisition, Restoration, and Public Works	10,321,559	10,665,770
Operation and Maintenance of Lands and Works	3,220,404	3,213,811
Regulation	3,341,705	3,382,293
Outreach	170,049	153,787
Administration	2,226,153	2,146,106
Total Expenses	24,007,040	23,862,021
Changes in Net Position	(4,823,985)	(3,244,104)
Net Position, Beginning of Year	208,165,924	211,410,028
Net Position, End of Year	$ 203,341,939	$ 208,165,924

Governmental activities—Governmental activities at the end of the most recent fiscal year decreased Northwest Florida Water Management District's net position by $4,823,985. The decrease is largely attributed to an increased use of fund balance for water supply development assistance grants.

Financial Analysis of the Government's Funds

As noted earlier, the Northwest Florida Water Management District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Financial Analysis of the Government's Funds *(Concluded)*

Governmental funds—The focus of the Northwest Florida Water Management District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

Such information is useful in assessing the Northwest Florida Water Management District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the most recent fiscal year, the Northwest Florida Water Management District's governmental funds reported combined ending fund balances of $29,749,934 a decrease of $4,594,100 in comparison with the prior year. Currently, there is $0 unassigned fund balance. The District's fund balance is either in nonspendable, restricted, committed, or assigned form to indicate that it is not available for new spending because it has already been committed to activities associated with the general fund, various special revenue funds, and the capital project fund.

The general fund is the chief operating fund of the Northwest Florida Water Management District. At the end of the most recent fiscal year, unassigned fund balance was $0 and total fund balance of the general fund was $19,018,571.

Additionally, the fund balance of the Northwest Florida Water Management District's general fund decreased by $5,128,175. The key factor for this decrease was water supply development assistance grants of $5,525,036 issued to address important local and regional needs throughout the District.

General Fund Budgetary Highlights

There were no significant differences between the original and final adopted budgets of the District during the year.

Capital Asset and Debt Administration

Capital assets—The Northwest Florida Water Management District's investment in capital assets for its governmental activities as of September 30, 2016, amounts to $178,557,502 (net of accumulated depreciation). This investment in capital assets includes land, easements, building, infrastructure, vehicles, office equipment, field equipment, and computer equipment. There were no significant changes in the Northwest Florida Water Management District's investment in capital assets for the current fiscal year.

The Northwest Florida Water Management District donated an unused building to the Jackson County Board of County Commission. The building was constructed in 1982 for $98,089 on land that was leased from the Jackson County Board of County Commission. Upon cancellation of the lease, the building was donated to the county.

Additional information of the Northwest Florida Water Management District's capital assets can be found in Note 4 on page 24 of this report.

Economic Factors and Next Year's Budgets and Rates

1. The District's primary revenue sources are state grants derived from documentary stamp taxes and general revenue as well as ad valorem (property) taxes.

Economic Factors and Next Year's Budgets and Rates *(Concluded)*

2. Since FY 2011-2012, the millage rate has been 0.04 mills. In FY 2014-2015 and each year thereafter, the Governing Board has adopted the rolled-back millage rate (the rate that would generate the same amount of property taxes as the prior year). In FY 2016-2017, the adopted millage rate was 0.0366 which is 26.8 percent below the constitutional and statutory cap of 0.05 mills.

3. The FY 2016-2017 Adopted Budget is $62.2 million, an increase of $6.5 million or 11.6 percent above the FY 2015-2016 Amended Budget. The increase is primarily attributable to additional legislative funds for springs protection and restoration projects. Total funding consists of $33.0 million in new revenue, $18.7 million in revenue received and/or appropriated in prior years, and $10.5 million in fund balance. Just over half of the budget, $31.9 million, is for springs projects, water supply development assistance, and watershed restoration. Over a fourth (27.4 percent) of the $62.2 million represents recurring needs.

4. The District has accumulated resources over the past fiscal years and is spending down those resources for operations and for water resource and supply development projects.

Requests for Information

This financial report is designed to provide a general overview of the Northwest Florida Water Management District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF NET POSITION
SEPTEMBER 30, 2016

	Governmental Activities
Assets	
Cash and Cash Equivalents	$ 88,544
Investments	45,815,220
Accounts Receivable	136,436
Due from Other Governments	1,952,444
Other Assets	4,372
Capital Assets Not Being Depreciated	172,317,863
Capital Assets Being Depreciated, Net	6,239,639
Total Assets	226,554,518
Deferred Outflows of Resources	
Pension Related	2,510,378
Liabilities	
Accounts Payable and Accrued Expenses	2,763,004
Due to Other Governments	202,758
Deposits	238,626
Unearned Revenue	15,042,694
Long-term Liabilities:	
Due Within One Year	666,264
Due in More than One Year	6,462,308
Total Liabilities	25,375,654
Deferred Inflows of Resources	
Pension Related	347,303
Net Position	
Investment in Capital Assets	178,557,502
Restricted for:	
Regulatory Permitting, Licensing, and Enforcement Activities	1,757,000
Mitigation Projects	1,537,428
Unrestricted	21,490,009
Total Net Position	$ 203,341,939

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2016

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position
Governmental Activities					
Water Resources Planning and Monitoring	$ 4,727,170	$ 0	$ 5,710,083	$ 0	$ 982,913
Acquisition, Restoration, and Public Works	10,321,559	0	4,611,037	95,350	(5,615,172)
Operation and Maintenance of Lands and Works	3,220,404	0	1,645,081	0	(1,575,323)
Regulation	3,341,705	419,135	2,035,835	0	(886,735)
Outreach	170,049	0	0	0	(170,049)
Administration	2,226,153	0	0	0	(2,226,153)
Total Governmental Activities	$ 24,007,040	$ 419,135	$ 14,002,036	$ 95,350	(9,490,519)
General Revenues					
Property Taxes					3,280,708
Unrestricted Investment Earnings					238,438
Miscellaneous					1,147,388
Total General Revenues					4,666,534
Change in Net Position					(4,823,985)
Net Position, Beginning of Year					208,165,924
Net Position, End of Year					$ 203,341,939

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2016

		Special Revenue Funds					
	General Fund	Projects Fund	Lands Management Fund	Regulation Fund	Mitigation Fund	Capital Projects Fund	Total Governmental Funds
Assets							
Cash and Cash Equivalents	$ 88,544	$ 0	$ 0	$ 0	$ 0	$ 0	$ 88,544
Investments	18,660,107	2,565,443	6,079,981	1,757,000	16,267,709	484,980	45,815,220
Accounts Receivable	105	136,248	29	54	0	0	136,436
Due from Other Governments	0	1,930,487	15,247	1,760	0	4,950	1,952,444
Due from Other Funds	1,578,528	0	0	48,087	0	0	1,626,615
Deposits	(3,252)	0	0	7,624	0	0	4,372
Total Assets	20,324,032	4,632,178	6,095,257	1,814,525	16,267,709	489,930	49,623,631
Liabilities and Fund Balances							
Liabilities							
Accounts Payable and Accrued Expenses	1,055,719	1,432,590	151,562	56,090	49,915	17,128	2,763,004
Due to Other Governments	200,095	1,228	0	1,435	0	0	202,758
Due to Other Funds	48,087	1,092,042	250,370	0	197,042	39,074	1,626,615
Deposits	1,560	0	237,066	0	0	0	238,626
Unearned Revenue	0	187,364	372,006	0	14,483,324	0	15,042,694
Total Liabilities	1,305,461	2,713,224	1,011,004	57,525	14,730,281	56,202	19,873,697
Fund Balances							
Restricted:							
Regulatory Permitting, Licensing, and Enforcement Activities	0	0	0	1,757,000	0	0	1,757,000
Mitigation Projects	0	0	0	0	1,537,428	0	1,537,428
Committed:							
Land Management, Land Acquisition, and Capital Improvements	0	0	4,050,197	0	0	433,728	4,483,925
Water Supply Development Assistance Grants under Contract	9,243,955	0	1,034,056	0	0	0	10,278,011
Economic Stabilization	3,299,570	0	0	0	0	0	3,299,570
Assigned:							
Water Resource Planning and Monitoring	906,968	0	0	0	0	0	906,968
Minimum Flows and Minimum Levels	0	1,918,954	0	0	0	0	1,918,954
Acquisition, Restoration, and Public Works	500,000	0	0	0	0	0	500,000
General Fund Deficiencies	3,968,078	0	0	0	0	0	3,968,078
District Short-term Projects	1,100,000	0	0	0	0	0	1,100,000
Unassigned	0	0	0	0	0	0	0
Total Fund Balances	19,018,571	1,918,954	5,084,253	1,757,000	1,537,428	433,728	29,749,934
Total Liabilities and Fund Balances	$ 20,324,032	$ 4,632,178	$ 6,095,257	$ 1,814,525	$ 16,267,709	$ 489,930	$ 49,623,631

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2016

Fund Balances - Total Governmental Funds		$ 29,749,934
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:		
Capital assets used in governmental activities are not financial funds.		178,557,502
Certain pension-related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the plan made after the measurement date:		
Deferred Outflows Related to Pensions	$ 2,510,378	
Deferred Inflows Related to Pensions	(347,303)	2,163,075
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds:		
Other Postemployment Benefits	(243,148)	
Compensated Absences	(666,264)	
Net Pension Liability	(6,219,160)	(7,128,572)
Net Position of Governmental Activities		$ 203,341,939

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

		Special Revenue Funds					
Revenues	**General Fund**	**Projects Fund**	**Lands Management Fund**	**Regulation Fund**	**Mitigation Fund**	**Capital Projects Fund**	**Total Governmental Funds**
Property Taxes	$ 1,251,938	$ 43,838	$ 389,504	$ 1,595,428	$ 0	$ 0	$ 3,280,708
Permits and Licenses	0	0	0	419,135	0	0	419,135
Timber Sales	0	0	747,247	0	0	0	747,247
Intergovernmental Revenue	43,267	7,834,971	1,632,181	2,031,129	436,774	125,935	12,104,257
Federal Grants	0	1,678,507	12,900	4,706	201,666	0	1,897,779
Investment Income	96,211	6,374	36,889	8,098	88,029	2,837	238,438
Miscellaneous Revenue	2,059	335,032	56,300	1,851	101	0	395,343
Total Revenues	1,393,475	9,898,722	2,875,021	4,060,347	726,570	128,772	19,082,907
Expenditures							
Salaries	1,209,133	1,608,827	870,611	1,822,562	215,776	14,624	5,741,533
Employee Benefits	474,764	555,715	391,045	696,861	77,044	6,930	2,202,359
Professional/Contractual Services	196,841	2,763,396	744,292	119,374	231,844	20,280	4,076,027
Services	392,467	155,331	348,164	474,305	23,280	206	1,393,753
Commodities	58,827	62,563	280,510	68,886	13,374	0	484,160
Capital Outlay	147,031	121,328	129,793	96,605	13,517	285,402	793,676
Grants and Aids	5,525,036	3,457,261	8,000	0	0	0	8,990,297
Administrative Overhead Allocated	(1,362,035)	470,347	274,841	548,417	63,706	4,724	0
(Total Expenditures)	(6,642,064)	(9,194,768)	(3,047,256)	(3,827,010)	(638,541)	(332,166)	(23,681,805)
(Deficiency)/Excess of Revenues (Under)/Over Expenditures	(5,248,589)	703,954	(172,235)	233,337	88,029	(203,394)	(4,598,898)
Other Financing Sources (Uses)							
Sale of General Fixed Assets	0	0	4,798	0	0	0	4,798
Transfers in	120,414	0	0	0	0	154,979	275,393
Transfers (out)	0	(120,414)	(154,979)	0	0	0	(275,393)
Total Other Financing Sources (Uses)	120,414	(120,414)	(150,181)	0	0	154,979	4,798
Net Change in Fund Balances	(5,128,175)	583,540	(322,416)	233,337	88,029	(48,415)	(4,594,100)
Fund Balances, Beginning of Year	24,146,746	1,335,414	5,406,669	1,523,663	1,449,399	482,143	34,344,034
Fund Balances, End of Year	$ 19,018,571	$ 1,918,954	$ 5,084,253	$ 1,757,000	$ 1,537,428	$ 433,728	$ 29,749,934

The accompanying notes are an integral part of the financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2016

Net Change in Fund Balances - Total Governmental Funds			$ (4,594,100)
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:			
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:			
Capital Assets Acquired with Financial Resources	$ 793,677		
Capital Assets Acquired through Donations	95,350		
Current Year Depreciation	(700,936)		188,091
The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, etc.) is to decrease net position.			(18,121)
Certain pension related amounts are being deferred and amortized over a period of years or are being deferred as contributions to the plan made after the measurement date:			
Deferred Outflows Related to Pensions	1,322,622		
Deferred Inflows Related to Pensions	312,472		1,635,094
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:			
Other Postemployment Benefits	(145,187)		
Compensated Absences	92,199		
Net Pension Liability	(1,981,961)		(2,034,949)
Change in Net Position of Governmental Activities			$ (4,823,985)

The accompanying notes are an integral part of the financial statements.

Note 1 - Summary of Significant Accounting Policies

The Northwest Florida Water Management District (the District) was established by the Florida Water Resources Act of 1972, Chapter 72-299, Laws of Florida, and operates under Chapter 373, Florida Statutes. It was the State of Florida Legislature's stated intent in establishing the District and other Districts to: provide for the management of water and related land resources; promote the conservation, development, and proper utilization of surface and ground water; develop and regulate dams, impoundments, reservoirs, and other works, and to provide water storage for beneficial purposes; prevent damage from floods, soil erosion, and excessive drainage; preserve natural resources, fish and wildlife; promote recreational development, protect public lands, and assist in maintaining the navigability of rivers and harbors; and otherwise promote the health, safety, and the general welfare of the people of the State of Florida.

The District encompasses all or part of sixteen counties in the northwestern part of Florida. There are nine members of the District Governing Board. Each member resides within the District and is appointed by the Governor and confirmed by the Senate. The Board members are appointed for a four-year term.

The District's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board (GASB) is responsible for establishing accounting principles generally accepted in the United States of America for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in accounting principles generally accepted in the United States of America and used by the District are discussed below:

A. Financial Reporting Entity

As required by accounting principles generally accepted in the United States of America, these financial statements present the District as a component unit of the State of Florida. Based on the criteria listed below the State of Florida is considered the primary government.

A primary government is financially accountable for an organization if: (1) it appoints a voting majority of the organization's governing board; (2) it is able to impose its will on the organization; or (3) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government. Based upon these criteria, the District is considered to be a component unit of the State of Florida and is disclosed in the State of Florida's financial statements.

The accompanying financial statements present the primary government only since there are no component units for which the government is considered to be financially accountable.

B. Financial Reporting Structure

The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

B. Financial Reporting Structure *(Continued)*

Government-wide Financial Statements
The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements. The focus of the government-wide statements is on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues are reported.

The governmental-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Administrative overhead, including centralized expenses, are directly allocated to specific functions and are included in direct expenses. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*. Program revenues are netted within program expenses in the statement of activities to present the net cost of each program.

Fund Financial Statements
The emphasis of fund financial statements is on the District's major funds, each presented in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The Districts transactions are recorded in the following fund types:

- **General Fund—**is the principal operating fund used to account for most of the District's general activities.

- **Special Revenue Fund—**accounts for proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service and capital projects.

- **Capital Projects Fund—**accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

The District reports the following major governmental funds:

- **General Fund—**is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

B. Financial Reporting Structure *(Concluded)*

Fund Financial Statements *(Concluded)*
The District reports the following major governmental funds: *(Concluded)*

- **Projects Fund—**accounts for all resources management projects and activities funded through dedicated revenue sources from grants and contracts with state, federal, local government entities, or water utility authorities.

- **Lands Management Fund—**accounts for activities associated with the management, improvement, and maintenance of District owned lands. Sales of Timber and use of fund balance provide the primary funding source for District land management activities.

- **Regulation Fund—**accounts for all regulatory activities including consumptive use permitting and monitoring; well construction permitting and plugging, construction and repair of dams; and environmental resource permitting program (ERP). State appropriations from the Water Management Lands Trust Fund provide funding for the ERP program; other activities are funded through a small amount of fees and fines and ad-valorem taxes.

- **Mitigation Fund—**accounts for all resource management mitigation projects and activities funded through dedicated Florida Department of Transportation funding sources. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities.

- **Capital Projects Fund—**accounts for the acquisition of fixed assets or construction of major capital projects.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Nonexchange transactions in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange include property taxes, entitlements, and donations. Property taxes are recognized as revenues in the year for which they are received. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation *(Concluded)*

Property taxes, intergovernmental revenues, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

D. Assets, Liabilities, and Fund Balances

Deposits and Investments
The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the District to invest in direct obligations of the U.S. Treasury, Local Government Surplus Funds Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1968, SEC registered money market funds with the highest credit quality rating and savings and interest-bearing time deposits or savings accounts in qualified public depositories.

Investments for the District are reported at fair value. The Local Government Surplus Fund Investment Pool (Florida PRIME) operates in accordance with appropriate state laws and regulations. As a Florida PRIME participant, the entity invests in pools of investments whereby the District owns a share of the respective pool, not the underlying securities.

Receivables and Payables
Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Property Taxes
The District is authorized by Section 373.503, Florida Statutes, to levy ad valorem taxes on all real and personal property located within the District not to exceed .05 mills. The rate for the 2015-2016 fiscal year was 0.0378 mills. The property assessment and tax collection functions are performed by appropriate officials of county government in each of the sixteen counties comprising the District. Commissions are paid to the counties for these appraisal and collection services.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

D. Assets, Liabilities, and Fund Balances *(Continued)*

Property Taxes *(Concluded)*
Taxes are billed and collected for the District by the County Tax Collector according to Florida Statute under the following calendar:

Lien Date	January 1
Levy Date	October 1
Due Date	November 1
Delinquency Date	April 1

Capital Assets
Capital assets, which include property, plant and equipment, are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as equipment assets with an initial, individual cost of more than $1,000 (amount not rounded) and an estimated useful life of one year or more, and other assets with an initial, individual cost of more than $50,000 (amount not rounded) and an estimated useful life of one year or more. Such assets are recorded at historical cost or estimated historical cost, plus any ancillary charges (freight and transportation charges, site preparation costs, installation costs, and professional fees) necessary to place the asset into its intended location and condition for use. Donated capital assets are recorded at estimated fair market value at the date of donation.

Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	50
Buildings	40
Leasehold Improvements	10
Field Equipment	7
Office Equipment	7
Vehicles and Water Craft	7
Lawn Maintenance Equipment	5
Computer Equipment, Technical Equipment, and Software	3

Note 1 - Summary of Significant Accounting Policies *(Continued)*

D. Assets, Liabilities, and Fund Balances *(Continued)*

Long-term Obligation
In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position.

Compensated Absences
It is the District's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Deferred Inflows and Outflows of Resources
Deferred outflows of resources represent the consumption of net position that is applicable to a future reporting period and will not be recognized as an outflow of resources (expense) until that future time. Deferred inflows of resources represent the acquisition of net position that is applicable to a future reporting period and will not be recognized as an inflow of resources (revenue) until that future time. Deferred outflows have a positive effect on net position, similar to assets, while deferred inflows have a negative effect on net position, similar to liabilities.

Pension Related Deferred Inflows and Outflows represent the difference between expected and actual experience with regard to economic or demographic factors and changes to assumptions in the measurement of total pension liability, and the differences between expected and actual earnings on pension plan investments, and changes in the District's proportionate share of pension contributions. These amounts are reported as deferred inflows or outflows of resources, to be recognized in expense over time. Also included in deferred outflows are amounts contributed to the pension plans subsequent to the measurement date. See Note 10 for more information on Pension Related Deferred Inflows and Outflows.

Fund Balances
The District has implemented GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable Fund Balance—**includes amounts that cannot be spent because they are either: (a) not in spendable form; or (b) are legally or contractually required to be maintained intact. The District had $0 in nonspendable resources as of September 30, 2016.

- **Restricted Fund Balance—**includes amounts for which constraints have been placed on the use of the resources either: (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. The District had $3,294,427 in restricted resources as of September 30, 2016.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

D. Assets, Liabilities, and Fund Balances *(Continued)*

Fund Balances *(Concluded)*

- **Committed Fund Balance—**Includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District's Governing Board. These amounts cannot be used for any other purpose unless the District's Governing Board removes or changes the specified use by taking the same type of action (Resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District had $18,061,506 in committed resources as of September 30, 2016.

  The District established an Economic Stabilization Reserve equal to two months of the tentative operating expenditure budget. Use of the Economic Stabilization Fund is limited to the following circumstances:

  - When a state of emergency is declared by the Governor of Florida or the President of the United States that impacts the region served by the District.

  - When the Governing Board determines through the adoption of a resolution that: (a) an emergency or other extreme circumstance has arisen that creates an unanticipated need for additional revenues that are not available through other funding sources; (b) the underlying condition directly impacts the citizens and/or environment within District boundaries; and (c) remedial action cannot wait until the next fiscal year. In the event of an emergency, the Executive Director or his/her designee may take necessary action as a time sensitive matter.

- **Assigned Fund Balance—**Assigned fund balance consists of amounts that are constrained by a less than formal action of the District's Governing Board, or by an individual body to whom the Governing Board has delegated this responsibility. The District has delegated this responsibility to the Executive Director. Assignment of fund balance may be made for a specific purpose that is narrower than the general purposes of the fund and to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget including any amendments thereto. The District had $8,394,000 in assigned resources as of September 30, 2016.

- **Unassigned Fund Balance—**Includes the residual fund balance to provide for potential general fund deficiencies. The District had no unassigned resources as of September 30, 2016.

Flow Assumption

The District uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this. Additionally, the District would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made, with the exception of the Economic Stabilization Reserve established by the District's Governing Board.

Note 1 - Summary of Significant Accounting Policies *(Continued)*

D. Assets, Liabilities, and Fund Balances *(Continued)*

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Adoption of New Accounting Standards
In December 2015, GASB issued Statement No. 79, *Certain External Investment Pools and Pool Participants* in response to the Securities and Exchange Commission's amendments in 2014 to regulations that apply to money market funds. GASB 79 addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. If the external investment pool meets the criteria in GASB 79 and measures all of its investments at amortized cost, the pool's participants also should measure their investments in that external investment pool at amortized cost for financial reporting purposes.

During fiscal year 2015-16, the District also implemented GASB Statement No. 72, *Fair Value Measurement and Application.* This Statement requires disclosures to be made about fair value measurements, the level of fair value hierarchy, and valuation techniques. This statement clarifies the definition of fair value as an exit price. This Statement also defines an investment as a security or other asset that (a) a government holds primarily to generate income or profit and (b) has a present service capacity based solely on that asset's ability to generate cash or to generate cash when sold. Governmental entities are required to record investments at fair value, unless an exception applies, and disclose the fair value measurement and hierarchy. The district currently has no investments that are required to be valued at fair value.

Future GASB Pronouncement Implementations
GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multi-Employer Plans*, for OPEB. This Statement establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB, including the recognition and measurement of liabilities, deferred outflows or resources, deferred inflows of resources and expenses. For each qualifying plan providing postemployment benefits other than pensions, employers are required to report the difference between the actuarial OPEB liability and the related plan's fiduciary net position as the net OPEB liability on the statement of net position. Previously, a liability was recognized only to the extent that contributions made to each plan were exceeded by the actuarially calculated contributions for those plans. Additionally, Statement No. 75 sets forth note disclosure and required supplementary disclosure requirements for defined contribution OPEB. The District is currently evaluating the impact that adoption of this statement will have on its financial statements. This statement is effective in the District's fiscal year ending September 30, 2018.

Note 1 - Summary of Significant Accounting Policies *(Concluded)*

D. Assets, Liabilities, and Fund Balances *(Concluded)*

Future GASB Pronouncement Implementations *(Concluded)*
GASB Statement No. 77, *Tax Abatement Disclosures,* provides disclosure requirements for governments that enter into tax abatement agreements. This Statement indicates how disclosures for tax abatements should be organized and what descriptive information, including commitments made by the entity should be presented. The District is currently evaluating the impact that adoption of this Statement will have on its financial statements. This statement is effective in the District's fiscal year ending September 30, 2017.

Note 2 - Deposits and Investments

Deposits—At year-end, the District had carrying amounts of deposits of $88,294 and bank balances of $340,722. The District also had cash on hand of $250. Of the bank balances, $340,722 was covered by Federal depository insurance or by collateral held by the District's custodial bank which is pledged to a state trust fund that provides security in accordance with Florida Security for Deposits Act, Chapter 280, for amounts held in excess of FDIC coverage.

The *Florida Security for Public Deposits Act* established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral.

Investments—The foremost objective of the District's investment policy is the safety of capital and liquidity of funds. Achieving an optimal rate of return is of secondary importance as compared to the safety and liquidity of funds. The District's investment policy limits investments to those relatively low risk securities authorized in anticipation of earning a fair return relative to the risk being assumed. How the District manages credit risk, interest rate risk, and custodial credit risk is as follows:

Investments of $45,815,221 represent amounts held with the Florida State Board of Administration, Local Government Surplus Funds Trust (PRIME Fund). The fund invests in money market and U.S. treasury notes, collateralized mortgage obligations, asset backed securities, agency notes, agency ARM pass-through, corporate bonds, government related securities, and certificates of deposit. This fund is carried at amortized cost. Amortized cost includes accrued income and is a method of calculating an investment's value by adjusting its acquisition cost for amortization of discount or premium over the period from purchase to maturity. Thus, the balance in the fund is its fair value.

The SBA's interpretation of GASB 79 is that the Florida PRIME investment pool currently meets all necessary criteria to measure its investments at amortized cost. Therefore, as a participant in the SBA's Florida PRIME investment pool, the District's investments in Florida PRIME were also measured at amortized cost for fiscal year 2015-16. There were no limitations or restrictions on participant withdrawals including items such as redemption notices, maximum transaction amounts, and the pool's authority to impose liquidity fees or redemption gates.

Note 2 - Deposits and Investments *(Concluded)*

Investments *(Concluded)*

- **Credit Risk—**The District minimizes credit risk, the risk of loss due to failure of the security, by limiting investments to authorized investments. The Local Government Surplus Funds Trust (PRIME Fund) is rated by Standards & Poors. The current rating is AAAm. The Investment Manager of Florida PRIME managements credit risk by purchasing only high quality securities, performing a credit analysis to develop a database of issuers and securities that meet the Investment manager's minimum standard and by regularly reviewing the portfolio's securities financial data, issuer news and developments, and ratings of the nationally recognized statistical rating organizations.

- **Interest Rate Risk—**The District manages its exposure to declines in fair values of investments by investing operating funds primarily in shorter-term securities and the Florida State Board of Administration's Florida PRIME. The weighted average days to maturity of the Local Government Surplus Funds Trust at September 30, 2016, was 50 days. Next interest rate reset dates for floating rate securities are used in the calculation of the weighted average days to maturity.

- **Custodial Credit Risk—**Investments are subject to custodial credit risk if the securities are uninsured, not registered in the District's name, and are held by the party that either sells to or buys for the District. No investments held at year-end were subject to custodial credit risk. The Florida State Board of Administration Florida PRIME does participate in securities lending, but the District owns shares of the Florida PRIME and not the underlying investments. Neither the District nor Florida Prime has participated in securities lending program in the fiscal year ended September 30, 2016.

Note 3 - Unearned Revenue

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unearned revenue reported in the governmental funds were as follows:

	Unavailable	Unearned
Grant Drawdowns Prior to Meeting all Eligibility Requirements	$ 0	$ 15,042,694
Unearned Revenue for Governmental Funds	$ 0	$ 15,042,694

Note 4 - Capital Assets

Capital asset activity for the year ending September 30, 2016, was as follows:

	Balance 10/1/15	Increases	(Decreases)	Balance 9/30/16
Capital Assets Not Being Depreciated				
Land	$ 152,339,475	$ 114,258	$ 0	$ 152,453,733
Capital Easements	19,585,053	95,350	0	19,680,403
Construction in Progress	122,045	75,768	(14,086)	183,727
Total Capital Assets Not Being Depreciated	172,046,573	285,376	(14,086)	172,317,863
Capital Assets Being Depreciated				
Buildings and Improvements	3,197,768	105,675	(98,089)	3,205,354
Infrastructure	2,951,134	87,794	0	3,038,928
Machinery and Equipment	5,674,022	421,909	(145,721)	5,950,210
Total Capital Assets Being Depreciated	11,822,924	615,378	(243,810)	12,194,492
Less Accumulated Depreciation				
Buildings and Improvements	(1,089,229)	(80,515)	83,376	(1,086,368)
Infrastructure	(230,611)	(59,315)	0	(289,926)
Machinery and Equipment	(4,162,125)	(561,105)	144,671	(4,578,559)
Total Accumulated Depreciation	(5,481,965)	(700,935)	228,047	(5,954,853)
Total Capital Assets Being Depreciated, Net	6,340,959	(85,557)	(15,763)	6,239,639
Total Capital Assets	$ 178,387,532	$ 199,819	$ (29,849)	$ 178,557,502

Depreciation expense was charged to functions of the District as follows:

Governmental Activities	
Water Resources Planning and Monitoring	$ 342,349
Operation and Maintenance of Lands and Works	173,957
Regulation	32,901
Administration	151,728
Total Governmental Activities	$ 700,935

Note 5 - Interfund Receivables and Payables

Interfund receivables/payables represent temporary loans to fund expenditures of other funds. At September 30, 2016, the balances in these accounts consist of the following:

	Receivable	Payable
General Fund	$ 1,578,528	$ 48,087
Projects Fund	0	1,092,042
Lands Management Fund	0	250,370
Regulation Fund	48,087	0
Mitigation Fund	0	197,042
Capital Projects Fund	0	39,074
Total	$ 1,626,615	$ 1,626,615

Note 6 - Transfers In/(Out)

Transfers between funds represent transfers to/from other funds for fund expenditures at September 30, 2016; the balances in these accounts consist of the following:

	Transfer In	Transfer (Out)
General Fund	$ 120,414	$ 0
Projects Fund	0	120,414
Lands Management Fund	0	154,979
Capital Projects Fund	154,979	0
Total	$ 275,393	$ 275,393

Note 7 - Leases

The District is committed under a noncancellable operating lease for office space that expires in February of 2018. The District is also committed under a month-to-month lease agreement for office space. Expenditures related to these lease agreements amounted to $153,551 during the year ended September 30, 2016. Future minimum lease payments for the noncancellable lease are as follows:

Year	Amount
2017	$ 88,490
2018	36,871
Total	$ 125,361

Note 8 - Long-term Debt

Changes in Long-term Liabilities—Long-term liability activity for the year ended September 30, 2016, was as follows:

	Balance 10/1/15	Additions	Deletions	Balance 9/30/16	Due Within One Year
Governmental Activities					
Compensated Absences	$ 758,463	$ 559,360	$ (651,559)	$ 666,264	$ 666,264
Other Postemployment Benefits	97,961	145,187	0	243,148	0
Net Pension Liability	4,237,199	1,981,961	0	6,219,160	0
Total Long-term Debt Payable	$ 5,093,623	$ 2,686,508	$ (651,559)	$ 7,128,572	$ 666,264

Note 9 - Other Disclosures

Risk Management

The District is exposed to various risks of loss related to torts; theft of damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance.

Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government and the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures, if any, which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, it is the opinion of the District's counsel that resolution of these matters will not have a material adverse effect on the financial condition of the District.

Contractual Commitments

As of September 30, 2016, the District had the following commitments related to unfinished projects:

Projects	Expended as of September 30, 2016	Remaining Commitment
Local Infrastructure Improvement Projects	$ 7,056,359	$ 20,999,303
Agricultural Cost Sharing Agreement	415,797	470,696

Note 10 - Retirement Plan

General Information about the Florida Retirement System (FRS)

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiple-employer, defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the District are eligible to enroll as members of the State-administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS *Rules, Chapter 60S, Florida Administrative Code*; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer defined-benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' web site (www.dms.myflorida.com).

Note 10 - Retirement Plan *(Continued)*

FRS Pension Plan

Plan Description. The FRS Pension Plan (the Plan) is a cost-sharing, multiple-employer, defined benefit pension plan, with a DROP for eligible employees. The general classes of membership applicable to the District are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class* (SMSC) – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Note 10 - Retirement Plan *(Continued)*

FRS Pension Plan *(Continued)*
Benefits Provided. (Concluded)

Class, Initial Enrollment, and Retirement Age/Years of Service	Percent Value
Regular Class Members Initially Enrolled Before July 1, 2011:	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
Regular Class Members Initially Enrolled on or After July 1, 2011:	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
Senior Management Service Class	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the District's 2015-16 fiscal year were as follows:

	Year Ended June 30, 2016 Percent of Gross Salary		Year Ended June 30, 2017 Percent of Gross Salary	
Class	Employee	Employer	Employee	Employer
FRS, Regular	3.00	5.56	3.00	5.80
FRS, Senior Management Service	3.00	19.73	3.00	20.05
DROP – Applicable to Members from All of the Above Classes	0.00	11.22	0.00	11.33
FRS, Reemployment Retiree	(1)	(1)	(1)	(1)

Notes: (1) Contribution rates are dependent upon retirement class in which reemployed.

Note 10 - Retirement Plan *(Continued)*

FRS Pension Plan *(Continued)*

Contributions. (Concluded)

The District's contributions, including employee contributions, to the Plan totaled $426,894 for the fiscal year ended September 30, 2016. This excludes the HIS defined benefit pension plan contributions.

Pension Liabilities and Pension Expense. At September 30, 2016, the District reported a liability of $4,175,648 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The District's proportionate share of the net pension liability was based on the District's 2015-16 fiscal year contributions relative to the fiscal year 2014-15 fiscal year contributions of all participating members. At June 30, 2016, the District's proportion was 0.016537167%, which was a decrease of 0.002251006% from its proportion measured as of June 30, 2015.

For the year ended September 30, 2016, the District recognized pension expense of $704,424 related to the FRS Plan.

Actuarial Assumptions. The total pension liability in the July 1, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary Increases	3.25% Average, Including Inflation
Investment Rate of Return	7.60% Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB, with adjustments for mortality improvements based on Scale AA.

The actuarial assumptions used in the July 1, 2016, valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Note 10 - Retirement Plan *(Continued)*

FRS Pension Plan *(Concluded)*

Actuarial Assumptions. (Concluded)

Asset Class	Annual Target Allocation [1]	Annual Arithmetic Return	Geometric Return	Standard Deviation
Cash	1%	3.0%	3.0%	1.7%
Fixed Income	18%	4.7%	4.6%	4.6%
Global Equity	53%	8.1%	6.8%	17.2%
Real Estate (Property)	10%	6.4%	5.8%	12.0%
Private Equity	6%	11.5%	7.8%	30.0%
Strategic Investments	12%	6.1%	5.6%	11.1%
Total	100%			
Assumed Inflation – Mean		2.6%		1.9%

Note: (1) As Outlined in the Plan's Investment Policy.

Discount Rate. The discount rate used to measure the total pension liability was 7.60%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate was 7.60% in the July 1, 2016 valuation.

Sensitivity of the District's Proportionate Share of the Net Position Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.60%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.60%) or 1-percentage-point higher (8.60%) than the current rate:

FRS – District:

	1% Decrease (6.60%)	Current Discount Rate (7.60%)	1% Increase (8.60%)
District's Proportionate Share of the Net Pension Liability	$ 7,687,650	$ 4,175,648	$ 1,252,370

Pension Plan Fiduciary Net Position. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Note 10 - Retirement Plan *(Continued)*

HIS Pension Plan

Plan Description. The HIS Pension Plan (HIS Plan) is a cost-sharing, multiple-employer, defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided. For the fiscal year ended September 30, 2016, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the Plan fiscal years ended June 30, 2016 and 2015, the contribution rates were 1.66% and 1.66% of payroll respectively, pursuant to Section 112.363, Florida Statues. The District contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The District's contributions to the HIS Plan totaled $93,433 for the fiscal year ended September 30, 2016.

Pension Liabilities and Pension Expense. At September 30, 2016, the District reported a net pension liability of $2,043,512 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The District's proportionate share of the net pension liability was based on the District's 2015-16 fiscal year contributions relative to the total 2014-15 fiscal year contributions of all participating members. At June 30, 2016, the District's proportionate share was 0.017533971%, which was a decrease of 0.000218313% from its proportionate share measured as of June 30, 2015.

For the fiscal year ended September 30, 2016, the District recognized pension expense of $162,771 related to the HIS Plan.

Note 10 - Retirement Plan *(Continued)*

HIS Pension Plan *(Concluded)*

Actuarial Assumptions. The total pension liability for the HIS Pension Plan was determined by an actuarial valuation as of July 1, 2016, and recalculated as of June 30, 2016, using a standard actuarial roll-forward technique. The following actuarial assumptions, applied to all periods included in the measurement, were used to determine the total pension liability:

Inflation	2.60%
Salary Increases	3.25% Average, Including Inflation
Investment Rate of Return	2.85% Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the Generational RP-2000 with Projected Scale BB.

The actuarial assumptions used to determine the total pension liability as of June 30, 2016, were based on certain results of an actuarial experience study of the FRS for the period July 1, 2008 through June 30, 2013.

Discount Rate. The discount rate used to measure the total pension liability was 2.85%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 2.85%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.85%) or 1-percentage-point higher (3.85%) than the current rate:

	1% Decrease (1.85%)	Current Discount Rate (2.85%)	1% Increase (3.85%)
District's Proportionate Share of the Net Pension Liability	$ 2,344,372	$ 2,043,512	$ 1,793,814

Pension Plan Fiduciary Net Position. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Note 10 - Retirement Plan *(Continued)*

Additional Disclosures – Defined Benefit Plans

Net Pension Liability

	FRS	HIS	Total
Net Pension Liability	$ 4,175,648	$ 2,043,512	$ 6,219,160

Deferred Outflows of Resources

	FRS	HIS	Total
Employer Contributions After Measurement Date	$ 115,506	$ 23,906	$ 139,412
Difference Between Expected and Actual Experience	319,720	0	319,720
Changes in Assumptions	252,614	320,679	573,293
Changes in Proportion	397,565	0	397,565
Net Difference Between Projected and Actual Earnings on Investments	1,079,355	1,033	1,080,388
Total Deferred Outflows of Resources	$ 2,164,760	$ 345,618	$ 2,510,378

Deferred Inflows of Resources

	FRS	HIS	Total
Difference Between Expected and Actual Experience	$ 38,878	$ 4,654	$ 43,532
Changes in Proportion	267,534	36,237	303,771
Total Deferred Inflows of Resources	$ 306,412	$ 40,891	$ 347,303

Deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date totaling $139,412 will be recognized as a reduction of the net pension liability in the year ending September 30, 2017. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending	FRS	HIS	Total
2017	$ 289,883	$ 49,756	$ 339,639
2018	289,883	49,756	339,639
2019	710,682	49,560	760,242
2020	433,076	49,466	482,542
2021	18,352	44,332	62,684
Thereafter	966	37,951	38,917
Total	$ 1,742,842	$ 280,821	$ 2,023,663

Note 10 - Retirement Plan *(Continued)*

Additional Disclosures – Defined Benefit Plans *(Concluded)*

Pension Expense
For the year ended September 30, 2016, the District recognized pension expense from the defined benefit pension plans as follows:

	FRS	HIS	Total
District's Pension Expense	$ 704,424	$ 162,771	$ 867,195

There were certain changes in assumptions from the previous valuation related to the two plans described above. The assumption changes include the following:

- **FRS—**In the July 1, 2016 actuarial valuation, the discount rate used to determine total pension liability decreased from 7.65% to 7.60%.

- **HIS—**In the July 1, 2016 actuarial valuation, the municipal rate used to determine total pension liability decreased from 3.80% to 2.85%.

FRS – Defined Contribution Pension Plan
The District contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Allocations to the investment member's accounts (employer and employee) during the 2015-16 fiscal year were as follows:

Class	Percent of Gross Compensation
FRS, Regular	6.30%
FRS, Senior Management Service	7.67%

Note 10 - Retirement Plan *(Concluded)*

FRS – Defined Contribution Pension Plan *(Concluded)*

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04% of payroll and by forfeited benefits of Investment Plan members. For the fiscal year ended September 30, 2016, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income. The District's contribution to the Investment Plan during the fiscal year ended September 30, 2016, totaled $5,422.

Payables to the Pension Plans. At September 30, 2016, the District reported a payable of $76,476 for the outstanding amount of contributions (employer and employee share) to the three Plans described above for the fiscal year ended September 30, 2016.

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan

The cost of postemployment healthcare benefits generally should be associated with the periods in which the cost occurs, rather than in the future year when it will be paid. The District recognizes the cost of postemployment healthcare benefits in the year when the employee services are received, reports the accumulated liability from prior years, and provides information useful in assessing potential demands on the District's future cash flows.

Plan Description

The District provides health insurance plan options for full time employees provided through Florida Blue or Capital Health Plan (CHP). The District contributes 87% of the premium for employee and dependent coverage and the employee contributes 13%. The District contributes 98% of the premium for senior management and dependent coverage and the senior manager contributes 2%. Retirees and their dependents have the option to stay on the plan after retirement but must pay 100% of the premium. The healthcare plan is a single-employer plan with the option of coverage with BCBS or CHP. The CHP participation is restricted by CHP depending on the county of residence.

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Continued)*

Benefits Provided

In accordance with Section 112.0801, Florida Statutes, the District allows its employees who have retired under the Florida Retirement System (FRS) to continue group insurance benefits for themselves and their dependents. The benefit levels are the same as those afforded to active employees. The District does not contribute to the premiums for the retirees but they do qualify for a premium contribution of up to $150 per month from the FRS depending on years of service. Upon reaching the age of 65, Medicare becomes the primary insurer for CHP plan participants. BCBS participants are allowed to select either Medicare or the traditional plan.

Membership

At September 30, 2016, membership consisted of:

Active Employees	104
Inactive Employees	16

Funding Policy

Effective October 1, 2011, the District no longer contributes premiums for retired senior management employees or regular class employees. The District's Blue Cross and Blue Shield contract establishes the individual premium to be paid by the retired employees. The State of Florida prohibits the District from separately rating retired employees and active employees. As a result, the District's premium charges to retired employees can be no more than the premium cost applicable to active employees.

Annual OPEB Costs, Net OPEB Obligation

The Employer's annual other postemployment benefits (OPEB) cost (expense) is calculated based on the ARC. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 15 years. The following table shows the calculation of Annual Required Contribution and Net OPEB Obligation for the fiscal year ended September 30, 2016:

Annual Required Contribution (ARC)	$	229,772
Interest on Net OPEB Obligation		2,939
Adjustment to Annual Required Contribution (ARC)		(7,223)
Annual OPEB Cost (Expense)		225,488
Employer Contributions Made		(80,301)
Increase in Net OPEB Obligation		145,187
Net OPEB Obligation (NOO) at Beginning of Year		97,961
Net OPEB Obligation (NOO) at the End of Year	$	243,148

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation were as follows:

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Continued)*

Annual OPEB Costs, Net OPEB Obligation *(Concluded)*

Fiscal Year Ended	Annual OPEB Cost	Employer Contributions Toward the OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
09/30/2016	$ 225,488	$ 80,301	36%	$ 243,148
09/30/2015	144,752	126,009	87%	97,961
09/30/2014	143,360	122,752	86%	79,218
09/30/2013	142,313	114,672	81%	58,609

Funded Status and Funding Progress

The funded status of the plan is as follows:

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL) Entry Age	Unfunded (Overfunded) AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
9/30/2016	$ 0	$ 1,826,619	$ 1,826,619	0.00%	$ 5,579,912	33%
9/30/2013	0	1,673,612	1,673,612	0.00%	4,663,252	36%
9/30/2010	0	862,511	862,511	0.00%	6,248,982	14%

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and includes the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Note 11 - Other Postemployment Benefits (OPEB) Retiree Healthcare Plan *(Concluded)*

Methods and Assumptions *(Concluded)*

Because the plan has fewer the 100 members, it meets the requirements of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, to use the alternative measurement method. This method allows the District to use a simplified model for estimating the OPEB liability. Actuarial methods and assumptions using the alternative measurement method include the following:

Actuarial Valuation Date:	September 30, 2016
Actuarial Cost Method:	Entry Age Normal Cost
Amortization Method:	Level Percentage of Payroll
Amortization Period:	15 Years
Asset Valuation Method:	Unfunded
Discount Rate:	3.0%
Price Inflation Rate:	2.8%
Payroll Growth Rate:	1.5%
Medical Inflation Rate:	5.0% for two years; 3.0% per year thereafter

Note 12 - Mitigation Bank Financial Responsibility Assurances

The District is authorized by Section 373.4136, Florida Statutes, to permit the establishment of mitigation banks. As part of the permit application, the establishment of a mitigation bank is required to demonstrate the financial ability to conduct the mitigation activities, any necessary management of the site, monitoring of the mitigation, and any necessary correction action indicated by the monitoring. The mitigation banks can provide the demonstrated financial assurance by obtaining a surety bond, performance bond, irrevocable letter of credit, or establishing a trust fund. If a bond or an irrevocable letter of credit is used, a standby trust fund shall be established in which all payments under the bonds or letters of credit shall be directly deposited. If the mitigation bank fails to comply with the terms and conditions of the permit, the District may draw upon the financial assurance provided by the mitigation bank. As of September 30, 2016, the District had $0 of financial assurances provided by the various mitigation banks.

REQUIRED SUPPLEMENTARY INFORMATION

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

	General Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Taxes	$ 1,116,151	$ 1,151,160	$ 1,251,938	$ 100,778
Intergovernmental	103,920	63,920	43,267	(20,653)
Investment Income	0	0	96,211	96,211
Miscellaneous	0	0	2,059	2,059
Total Revenues	1,220,071	1,215,080	1,393,475	178,395
Expenditures				
Salaries	1,311,529	1,293,329	1,209,133	84,196
Employee Benefits	542,986	534,986	474,764	60,222
Professional/Contractual Services	197,755	216,744	196,841	19,903
Services	648,077	611,078	392,467	218,611
Commodities	88,151	88,921	58,827	30,094
Capital Outlay	160,720	177,449	147,031	30,418
Grants and Aids	13,877,793	13,877,793	5,525,036	8,352,757
Administrative Overhead Allocated	(1,509,147)	(1,487,427)	(1,362,035)	(125,392)
(Total Expenditures)	(15,317,864)	(15,312,873)	(6,642,064)	8,670,809
(Deficiency) of Revenues (Under) Expenditures	(14,097,793)	(14,097,793)	(5,248,589)	8,849,204
Other Financing Sources (Uses)				
Transfers in	0	0	120,414	120,414
Transfers (out)	(356,803)	(233,790)	0	233,790
Total Other Financing Sources (Uses)	(356,803)	(233,790)	120,414	354,204
(Deficiency) of Revenues and Other Financing Sources (Under) Expenditures and Other Financing (Uses)	(14,454,596)	(14,331,583)	(5,128,175)	9,203,408
Fund Balance, Beginning of Year	13,398,159	13,377,985	24,146,746	10,768,761
Fund Balance, End of Year	$ (1,056,437)	$ (953,598)	$ 19,018,571	$ 19,972,169

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016
(Continued)

	Projects Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	$ 46,383	$ 56,410	$ 43,838	$ (12,572)
Intergovernmental	20,857,089	21,034,061	7,834,971	(13,199,090)
Federal Grants	3,065,321	3,049,521	1,678,507	(1,371,014)
Investment Income	0	0	6,374	6,374
Miscellaneous	347,667	345,534	335,032	(10,502)
Total Revenues	24,316,460	24,485,526	9,898,722	(14,586,804)
Expenditures				
Salaries	1,680,849	1,727,287	1,608,827	118,460
Employee Benefits	617,132	629,326	555,715	73,611
Professional/Contractual Services	5,652,520	5,671,615	2,763,396	2,908,219
Services	282,146	240,694	155,331	85,363
Commodities	126,399	122,899	62,563	60,336
Capital Outlay	359,059	373,630	121,328	252,302
Grants and Aids	15,450,766	15,450,766	3,457,261	11,993,505
Administrative Overhead Allocated	504,392	497,099	470,347	26,752
(Total Expenditures)	(24,673,263)	(24,713,316)	(9,194,768)	15,518,548
Excess of Revenues Over Expenditures	(356,803)	(227,790)	703,954	931,744
Other Financing Sources (Uses)				
Transfers in	356,803	233,790	0	(233,790)
Transfers (out)	0	0	(120,414)	(120,414)
Total Other Financing Sources (Uses)	356,803	233,790	(120,414)	(354,204)
Excess of Revenues and Other Financing Sources Over Expenditures and Other Financing (Uses)	0	6,000	583,540	577,540
Fund Balance, Beginning of Year	0	0	1,335,414	1,335,414
Fund Balance, End of Year	$ 0	$ 6,000	$ 1,918,954	$ 1,912,954

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016
(Continued)

	Lands Management Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	$ 442,344	$ 449,280	$ 389,504	$ (59,776)
Timber Sales	1,500,000	1,500,000	747,247	(752,753)
Intergovernmental	825,000	825,000	1,632,181	807,181
Federal	0	12,900	12,900	0
Investment Income	10,400	10,400	36,889	26,489
Miscellaneous	95,773	95,773	56,300	(39,473)
Total Revenues	2,873,517	2,893,353	2,875,021	(18,332)
Expenditures				
Salaries	868,578	883,678	870,611	13,067
Employee Benefits	384,042	384,042	391,045	(7,003)
Professional/Contractual Services	914,142	970,199	744,292	225,907
Services	416,775	379,815	348,164	31,651
Commodities	598,777	548,509	280,510	267,999
Capital Outlay	301,230	301,940	129,793	172,147
Grants and Aids	8,000	8,000	8,000	0
Administrative Overhead Allocated	274,942	270,985	274,841	(3,856)
(Total Expenditures)	(3,766,486)	(3,747,168)	(3,047,256)	699,912
(Dificiency) of Revenues (Under) Expenditures	(892,969)	(853,815)	(172,235)	681,580
Other Financing Sources (Uses)				
Sale of General Fixed Assets	217,750	217,750	4,798	(212,952)
Transfers (out)	(195,942)	(223,736)	(154,979)	68,757
Total Other Financing Sources (Uses)	21,808	(5,986)	(150,181)	(144,195)
(Deficiency) of Revenues and Other Financing Sources (Under) Expenditures and Other Financing (Uses)	(871,161)	(859,801)	(322,416)	537,385
Fund Balance, Beginning of Year	3,307,635	3,290,562	5,406,669	2,116,107
Fund Balance, End of Year	$ 2,436,474	$ 2,430,761	$ 5,084,253	$ 2,653,492

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016
(Continued)

	Regulation Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Property Taxes	$ 1,828,907	$ 1,776,935	$ 1,595,428	$ (181,507)
Licenses and Permits	332,500	332,500	419,135	86,635
Intergovernmental	2,332,364	2,195,472	2,031,129	(164,343)
Federal	35,380	35,380	4,706	(30,674)
Investment Income	2,250	2,250	8,098	5,848
Miscellaneous	17,000	17,000	1,851	(15,149)
Total Revenues	4,548,401	4,359,537	4,060,347	(299,190)
Expenditures				
Salaries	2,076,708	2,035,864	1,822,562	213,302
Employee Benefits	846,210	843,876	696,861	147,015
Professional/Contractual Services	230,094	262,953	119,374	143,579
Services	575,857	511,826	474,305	37,521
Commodities	104,507	96,819	68,886	27,933
Capital Outlay	73,461	97,892	96,605	1,287
Administrative Overhead Allocated	641,564	632,349	548,417	83,932
(Total Expenditures)	(4,548,401)	(4,481,579)	(3,827,010)	654,569
Excess of Revenues Over Expenditures	0	(122,042)	233,337	355,379
Excess of Revenues and Other Financing Sources Over Expenditures and Other Financing (Uses)	0	(122,042)	233,337	355,379
Fund Balance, Beginning of Year	1,096,356	1,150,879	1,523,663	372,784
Fund Balance, End of Year	$ 1,096,356	$ 1,028,837	$ 1,757,000	$ 728,163

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2016
(Concluded)

	Mitigation Fund			
	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
Revenues				
Intergovernmental	$ 1,378,072	$ 1,371,463	$ 436,774	$ (934,689)
Federal Grants	0	0	201,666	201,666
Investment Income	30,000	30,000	88,029	58,029
Miscellaneous	0	0	101	101
Total Revenues	1,408,072	1,401,463	726,570	(674,893)
Expenditures				
Salaries	272,828	270,585	215,776	54,809
Employee Benefits	103,278	101,167	77,044	24,123
Professional/Contractual Services	851,246	839,084	231,844	607,240
Services	56,464	49,607	23,280	26,327
Commodities	36,196	42,846	13,374	29,472
Capital Outlay	5,506	16,793	13,517	3,276
Administrative Overhead Allocated	82,554	81,381	63,706	17,675
(Total Expenditures)	(1,408,072)	(1,401,463)	(638,541)	762,922
Excess of Revenues Over Expenditures	0	0	88,029	88,029
Fund Balance, Beginning of Year	1,397,555	1,397,555	1,449,399	51,844
Fund Balance, End of Year	$ 1,397,555	$ 1,397,555	$ 1,537,428	$ 139,873

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2016

Note 1 - Stewardship, Compliance, and Accountability

Budgetary Information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. All annual appropriations lapse at fiscal year-end.

The Board generally follows these procedures in establishing the budgetary data reflected in the financial statements:

- In accordance with Florida Statutes, as amended July 1, 2012, prior to January 15 of each year, Water Management Districts must submit a Preliminary budget for the next fiscal year for legislative review. The preliminary budget will be used as the basis for developing the tentative budget. The tentative budget must be submitted to the District's Governing Board prior to July 15 and to the Executive Office of the Governor (EOG) and Legislature no later than August 1. The tentative budget proposes the operating budget for the fiscal year commencing the following October 1. The budget includes the proposed expenditures and the means of financing them for the upcoming year, along with the estimates for the current year and actual data for the prior year.

  The budget is prepared at the Program and Activity level per the requirements of S. 373.536, Florida Statutes and presented to the Board by fund and budget category as required by Chapters 373 and 189, Florida Statutes.

- Public hearings are conducted to allow for taxpayer comment.

- Prior to September 30, the budget is legally enacted through adoption of a resolution by the District's Governing Board in a public hearing.

- The Director of Administration is required by the District to present a monthly financial report and schedule of disbursements to the Board.

- Revisions that alter the total expenditures of any fund or increase an activity by a cumulative amount in excess of $1,000,000 must be approved by the Executive Office of the Governor and noticed to the Legislative Budget Commission prior to noticing the budget amendment for a District's Governing Board meeting. Budget amendments must be approved under the requirement of Chapter 373 and 189, Florida Statutes.

- Formal budgetary integration is employed as a management control device during the year.

- Budgets for the governmental fund types are presented on a basis consistent with accounting principles generally accepted in the United States of America.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
SEPTEMBER 30, 2016

FLORIDA RETIREMENT SYSTEM PENSION PLAN

	2016	2015
District's Proportion of the FRS Net Pension Liability	0.016537167%	0.018788173%
District's Proportion Share of the FRS Net Pension Liability	$ 4,175,648	$ 2,426,745
District's Covered-Employee Payroll (FYE 9/30)	5,628,494	5,371,658
District's Proportionate Share of the FRS Net Pension Liability as a Percentage of its Covered-Employee Payroll	74.19%	45.18%
FRS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	84.88%	92.00%

HEALTH INSURANCE SUBSIDY PENSION PLAN

	2016	2015
District's Proportion of the HIS Net Pension Liability	0.017533971%	0.017752284%
District's Proportionate Share of the HIS Net Pension Liability	$ 2,043,512	$ 1,810,454
District's Covered-Employee Payroll (FYE 9/30)	5,628,494	5,371,658
District's Proportionate Share of the HIS Net Pension Liability as a Percentage of its Covered-Employee Payroll	36.31%	33.70%
HIS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	0.97%	0.50%

Notes to Schedule:

The amounts shown above as reported on the date indicated, have a measurement date of 6/30.

Covered-employee payroll is for the fiscal year shown.

This schedule will build to 10 years of data as information becomes available.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
FOR THE YEAR ENDED SEPTEMBER 30, 2016

FLORIDA RETIREMENT SYSTEM PENSION PLAN

	2016	2015
Contractually Required Contribution	$ 426,894	$ 444,312
FRS Contribution in Relation to the Contractually Required Contribution	(426,894)	(444,312)
FRS Contribution Deficiency (Excess)	$ 0	$ 0
District's Covered-Employee Payroll (FYE 9/30)	$ 5,628,494	$ 5,371,658
FRS Contributions as a Percentage of Covered-Employee Payroll	7.58%	8.27%

HEALTH INSURANCE SUBSIDY PENSION PLAN

	2016	2015
Contractually Required Contribution	$ 93,433	$ 72,571
HIS Contribution in Relation to the Contractually Required Contribution	(93,433)	(72,571)
HIS Contribution Deficiency (Excess)	$ 0	$ 0
District's Covered-Employee Payroll (FYE 9/30)	$ 5,628,494	$ 5,371,658
HIS Contributions as a Percentage of Covered-Employee Payroll	1.66%	1.35%

Notes to Schedule:
This schedule will build to 10 years of data as information becomes available.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
OTHER POSTEMPLOYMENT BENEFIT PLAN (OPEB)
RETIREE HEALTHCARE PLAN
SEPTEMBER 30, 2016

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL	Funded Ratio	Annual Covered Payroll	UAAL as Percentage of Covered Payroll
09/30/2016	$ 0	$ 1,826,619	$ 1,826,619	0.0%	$ 5,579,912	33%
09/30/2013	0	1,673,612	1,673,612	0.0%	4,663,252	36%
09/30/2011	0	862,511	862,511	0.0%	6,248,982	14%
09/30/2010	0	3,192,967	3,192,967	0.0%	6,041,315	56%

Schedule of Employer Contributions

Fiscal Year Ended	Annual OPEB Cost	Employer Contributions Toward the OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
09/30/2016	$ 225,488	$ 80,301	35.6%	$ 243,148
09/30/2015	144,752	126,009	87%	97,961
09/30/2014	143,360	122,752	86%	79,218
09/30/2013	142,313	114,672	81%	58,609
09/30/2012	74,524	58,400	78%	30,968
09/30/2011	73,407	58,563	80%	14,844
09/30/2010	306,907	191,916	63%	114,991

ADDITIONAL INFORMATION

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
OFFICIALS
SEPTEMBER 30, 2016

GOVERNING BOARD MEMBERS

George Roberts, Chairman

Jerry Pate, Vice Chairman

John Alter, Secretary

Gus Andrews

Jon Costello

Marc Dunbar

Ted Everett

Nicholas Patronis

Bo Spring

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2016

Federal Grantor/Pass-Through Grantor/ Grant Program	CFDA Number	Grant ID Number	Expenditures
Federal Awards			
U.S. Department of Homeland Security			
Cooperating Technical Partners	97.045	EMA-2009-CA-5937	$ 590,008
Cooperating Technical Partners	97.045	EMA-2010-CA-5085	122,608
Cooperating Technical Partners	97.045	EMA-2011-CA-5142	144,811
Cooperating Technical Partners	97.045	EMA-2012-CA-5261	642,475
Cooperating Technical Partners	97.045	EMA-2013-CA-5352	40,281
Cooperating Technical Partners	97.045	EMW-2014-CA-00047	21,893
Cooperating Technical Partners	97.045	EMW-2015-CA-00043	13,882
Total U.S. Department of Homeland Security			1,575,958
U.S. Forest Service, Fish and Wildlife Foundation			
Passed through the Nature Conservancy	10.6666	FL-NWFWMD-022916	12,900
U.S. Environmental Protection Agency			
Passed through State of Florida Department of Environmental Protection:			
Water Quality Management Planning	66.454	G0373	68,147
U.S. Department of Transportation			
Passed through State of Florida Department of Transportation:			
Highway Planning and Construction	20.205		201,666
Highway Planning and Construction	20.205	BDN58	4,706
Total U.S. Department of Transportation			206,372
Total Federal Expenditures			$ 1,863,377

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2016
(Concluded)

State Grantor/Program Title	CSFA Number	Grantor Number	Expenditures	Amounts Provided to Sub-recipients
State Financial Assistance				
State of Florida Department of Transportation				
Mitigation Water Management Districts	55.031		$ 436,774	$ 0
State of Florida Department of Environmental Protection				
Water Management Districts - Land Acquisition				
Water Management Lands Trust Fund	37.037		236,956	236,956
Water Management District Operations	37.037		3,360,000	0
			3,596,956	236,956
State-wide Surface Water Restoration and Wastewater Projects				
Wastewater Projects	37.039	G0423	111,042	0
Wastewater Projects	37.039		2,267,685	2,157,926
			2,378,727	2,157,926
Water Management District Permitting Assistance	37.029		1,617,894	0
Water Management District Land Acquisition and Improvement	37.022		1,747,969	0
			3,365,863	0
Florida Springs Grant Program	37.052	S0676	1,025,693	0
Florida Springs Grant Program	37.052	S0809	592,707	0
Florida Springs Grant Program	37.052	S0810	355,670	355,670
Florida Springs Grant Program	37.052	S0869	58,958	0
Florida Springs Grant Program	37.052	S0900	13,169	0
Florida Springs Grant Program	37.052	S0775	194,649	0
			2,240,846	355,670
Aquatic Habitat Conservation and Restoration Projects	77.016	15134	58,361	0
Total Department of Environmental Protection			11,640,753	2,750,552
Total State Financial Assistance			$ 12,077,527	$ 2,750,552
Total Federal Awards and State Financial Assistance			$ 13,940,904	$ 2,750,552

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
SEPTEMBER 30, 2016

Note 1 - Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the Federal and State Award activity of the Northwest Florida Water Management District, and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance, *Audits of States, Local Governments and Non-profit Organizations*, and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

Note 2 - De Minimis Indirect Cost Rate Election

The District did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

Note 3 - Sub-recipients

Of the Federal and State expenses presented in this schedule, Northwest Florida Water Management District provided State Financial Assistance to sub-recipients as follows:

Program Title	State CSFA Number	Amount Provided to Sub-recipients
Water Management Lands Trust Fund	37.037	$ 236,956
State-wide Surface Water and Wastewater Projects	37.039	2,157,926
Florida Springs Grant Program	37.052	355,670

Purvis Gray & Company

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Governing Board
Northwest Florida Water Management District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Northwest Florida Water Management District, (the District) as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated April 27, 2017.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

To the Honorable Governing Board
Northwest Florida Water Management District

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENT PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*
(Concluded)

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis, Gray and Company, LLP

April 27, 2017
Tallahassee, Florida

Purvis Gray & Company

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL* OF THE STATE OF FLORIDA

To the Honorable Governing Board
Northwest Florida Water Management District

Report on Compliance for Each Major Federal Program and State Project
We have audited Northwest Florida Water Management District's (the District) compliance with the types of compliance requirements described in the OMB *Compliance Supplement* and the requirements described in the State of Florida, Department of Financial Services *State Projects Compliance Supplement,* that could have a direct and material effect on each of the District's major federal programs and state projects for the year ended September 30, 2016. The District's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility
Management is responsible for compliance with the requirements of federal and state statutes, regulations, contracts, and grants applicable to its federal programs and state projects.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of the District's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Those standards, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General of the State of Florida,* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program and State Project
In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2016.

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To the Honorable Governing Board
Northwest Florida Water Management District

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL* OF THE STATE OF FLORIDA
(Concluded)

Report on Internal Control Over Compliance
Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program or state project, and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida,* but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or a state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*. Accordingly, this report is not suitable for any other purpose.

Purvis, Gray and Company, LLP

April 27, 2017
Tallahassee, Florida

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2016

1. Summary of Audit Results

Financial Statements

I. Type of Audit Report Issued on Financial Statements

Unmodified Opinion.

II. Significant Deficiency and/or Material Weaknesses in Internal Control

Audit disclosed no significant deficiencies in internal control over financial reporting.

III. Noncompliance Material to Auditee Financial Statements

Audit disclosed no material instances of noncompliance.

Federal Awards Programs

IV. Significant Deficiencies and/or Material Weaknesses in Internal Control Over Major Federal Awards Programs or State Projects

Audit disclosed no significant deficiencies and/or material weaknesses in internal control over major federal award programs or state projects that are required to be reported in the schedule of findings and questioned costs.

V. Type of Audit Report Issued on Compliance with Requirements Applicable to Major Federal Awards Programs and State Projects

Unmodified Opinion.

VI. Audit Findings Relative to Major Programs and State Projects

The audit disclosed no findings required to be reported in under Title 2 *Code of Federal Regulations* Part 200 (the Uniform Guidance) and Chapter 10.550, *Rules of the Auditor General of the State of Florida.*

VII. Programs Tested as Major Federal Awards Programs and State Projects Included:

■ **Federal Programs**	**CFDA No.**
U.S. Department of Homeland Security:	
● Cooperating Technical Partners	97.045

■ **State Projects**	**CFSA No.**
Florida Department of Environmental Protection:	
● Water Management (WM) Lands Trust Fund	37.037
● WM District Permitting Assistance	37.029
● WM District Land Acquisition and Improvement	37.022

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2016
(Concluded)

1. Summary of Audit Results *(Concluded)*

VIII. Dollar Threshold Used to Distinguish Between Type A and Type B Federal Programs and State Projects

Federal Programs:	$750,000
State Projects:	$362,326

IX. Low Risk Auditee

The District qualified as a low-risk auditee pursuant to the Uniform Guidance.

2. Findings Related to the Financial Statements Required to be Reported Under Generally Accepted *Government Auditing Standards* (GAGAS)

The audit disclosed no findings, which are required to be reported under GAGAS.

3. Findings and Questioned Costs for Major Federal Awards Programs and State Projects

The audit disclosed no findings for federal awards programs, which are required to be reported under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

4. Status of Prior Audit Findings

There were no prior year findings required to be reported in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General of the State of Florida*.

Purvis Gray & Company

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Honorable Governing Board
Northwest Florida Water Management District

We have examined the Northwest Florida Water Management District's (the District) compliance with Section 218.415, Florida Statutes, as of and for the year ended September 30, 2016, as required by Section 10.556 (10)(a), *Rules of the Auditor General*. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies granting agencies and pass-through entities, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Purvis, Gray and Company, LLP

April 27, 2017
Tallahassee, Florida

Certified Public Accountants
P.O. Box 141270 • 222 N.E. 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461 • FAX (352) 378-2505
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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Purvis Gray & Company

MANAGEMENT LETTER

To the Honorable Governing Board
Northwest Florida Water Management District

Report on the Financial Statements
We have audited the financial statements of the Northwest Florida Water Management District, (the District), as of and for the year ended September 30, 2016, and have issued our report thereon dated April 27, 2017.

Auditors' Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reports and Schedule
We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated April 27, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1, *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial report. There were no findings and recommendations made in the preceding annual financial report.

Official Title and Legal Authority
Section 10.554(1)(i)4, *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

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MANAGEMENT LETTER
(Continued)

Financial Condition
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report
Sections 10.554(1)(i)5.b. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2015, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2016. In connection with our audit, we determined that these two reports were in agreement.

Monthly Financial Statements
Sections 10.554(1)(i)6.a. and 10.556(9), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the District provided monthly financial statements to its Governing Board and made such monthly statements available for public access on its web site. In connection with our audit, we determined that the District provided monthly financial statements to its Governing Board and made such monthly statements available for public access on its web site.

Transparency
Sections 10.554(1)(i)6.b and 10.556(9), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether the District provided a link on its web site to the Florida Department of Financial Service's web site to view the District's annual financial report submitted to the Department. In connection with our audit, we determined that the District provided a link on its web site to the Florida Department of Financial Service's web site.

Sections 10.554(1)(i)6.c. and 10.556(9), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether the District posted its tentative and final budgets on its web site. In connection with our audit, we determined that the District posted its tentative and final budgets on its web site.

Other Matters
Section 10.554(1)(i)2, *Rules of the Auditor General,* requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

To the Honorable Governing Board
Northwest Florida Water Management District

MANAGEMENT LETTER
(Concluded)

Other Matters *(Concluded)*
Section 10.554(1)(i)3, *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies and pass-through entities, the Governing Board, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Purvis, Gray and Company, LLP

April 27, 2017
Tallahassee, Florida

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-12210 **Clerk & Comptroller's Report 12. 5.**
BCC Regular Meeting **Consent**
Meeting Date: 05/25/2017
Issue: Acceptance of Attorney-Client Transcripts
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Attorney-Client Transcripts

That the Board accept, for filing with the Board's Minutes, transcripts for the following Attorney-Client Sessions of the Board of County Commissioners, provided to the Clerk to the Board's Office:

DATE	CASE(S)
December 5, 1995	Escambia County vs. First Montauk Securities Corp.
January 7, 1997	Escambia County vs. MGSI Securities, Inc.; Escambia County vs. Raymond James & Associates, Inc.; and Escambia County vs. Coastal Securities, Inc.
June 3, 1999	Frankenmuth Mutual Insurance Company, a Michigan Corporation vs. Ernie Lee Magaha, as Clerk of Court of Escambia County, Florida, and as Successor to Joe A. Flowers, Comptroller, Escambia County, and Escambia County, Florida
June 6, 2002	Tracie T. Watson vs. Escambia County Board of County Commissioners, First Judicial Circuit and Willie J. Junior
October 2, 2003	Earnest Stanberry, Jr., vs. Escambia County, Florida; and Randolph Robbert, Judith Robbert, Suzanne Robbert and Kevin Hutchinson vs. Escambia County, Florida, et al.

January 20, 2004	Earnest Stanberry, Jr., vs. Escambia County, Florida; and Frankenmuth Mutual Insurance Co. vs. Escambia County, Florida
May 20, 2004	Frankenmuth Mutual Insurance Co. vs. Escambia County, Florida
November 4, 2004	Emerald Lakes (Heron's Forest Development Company)
November 4, 2004	Earnest Stanberry vs. Escambia County
May 5, 2005	Torrey Village Apartments, LLC vs. Escambia County, Florida, Keith Wilkins, Doyle Butler, and Timothy Day
September 15, 2005	Emerald Lakes (Heron's Forest Development Company)
December 8, 2005	Emerald Lakes (Heron's Forest Development Company)
January 19, 2006	Peter S. Cranford vs. Escambia County
April 20, 2006	Department of Community Affairs and Perdido Key Association, Inc. vs. Escambia County and WCI Communities, Inc., et al.
June 15, 2006	Ernest C. Wulzer and Rebecca L. Wulzer vs. Escambia County, et al.; Robert C. Dunahoo and Theresa J. Dunahoo vs. Escambia County; and J. Steven Ford and Thomas E. English, as Co-Successor Trustees of the Kirke M. Beall Trust
July 20, 2006	Peter Cranford vs. Escambia County
August 3, 2006	Clyde Kilpatrick vs. Ogden Entertainment; Ogden Presents vs. Fireman's Fund Insurance Company; and Rhonda Hughes vs. Escambia County, FL
September 6, 2006	Ernie Lee Magaha vs. D.M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, Kevin White, et al.
September 21, 2006	Escambia County vs. Rodney Williams
March 8, 2007	Rhonda Hughes vs. Escambia County
June 21, 2007	Rhonda C. and Rebecca L. Wulzer vs. Escambia County, et al.
September 20, 2007	Ernest C. and Rebecca L. Wulzer vs. Escambia County, et al.

Attachments

19951205 Attorney-Client Transcript
19970107 Attorney-Client Transcript
19990603 Attorney-Client Transcript
20020606 Attorney-Client Transcript
20031002 Attorney-Client Transcript
20040120 Attorney-Client Transcript
20040520 Attorney-Client Transcript
20041101-1 Attorney-Client Transcript
20041104-2 Attorney-Client Transcript
20050505 Attorney-Client Transcript
20050915 Attorney-Client Transcript
20051208 Attorney-Client Transcript
20060119 Attorney-Client Transcript
20060420 Attorney-Client Transcript
20060615 Attorney-Client Transcript
20060720 Attorney-Client Transcript
20060803 Attorney-Client Transcript
20060906 Attorney-Client Transcript
20060921 Attorney-Client Transcript
20070308 Attorney-Client Transcript
20070621 Attorney-Client Transcript
20070920 Attorney-Client Transcript

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD DECEMBER 5, 1995
(8:01 a.m. - 12:31 p.m)

Present: Commissioner John T. Reading, Jr., Chairman
Commissioner Thomas G. Banjanin, Vice Chairman
Commissioner Michael T. "Mike" Bass
Commissioner Willie J. Junior
Commissioner D. M. "Mike" Whitehead
Mr. Ernie Lee Magaha, Clerk of the Circuit Court
Mr. Barry R. Evans, County Administrator
Mr. David G. Tucker, County Attorney
Ms. Marilyn Gingrey, Deputy Clerk to the Board

CALL TO ORDER

Chairman Reading called the Regular Meeting of the Board of County Commissioners to order at 8:01 a.m., in Board Chambers, Third Floor, Escambia County Courthouse, 223 Palafox Place, Pensacola, Florida.

County Attorney Tucker said he was requesting advice from the Board concerning the case Escambia County vs. First Montauk Securities Corp. regarding derivative investments pursuant to Section 286.011(8) Florida Statutes. He said the subject matter would be confined to settlement negotiations and strategies. County Attorney Tucker said a court reporter would be present so that the session would be recorded and the court reporter would fully transcribe the session which would be filed with Clerk Magaha. He said the transcript would remain confidential until after the conclusion of the litigation and once the litigation concluded, the transcript would become public record subject to public inspection and copying.

Upon inquiry from County Attorney Tucker, Deputy Clerk Gingrey said the session was duly advertised in the December 3, 1995, Pensacola News-Journal.

County Attorney Tucker said he would now request that the Regular Board Meeting be recessed to convene out of the sunshine with the court reporter present.

Chairman Reading said the advertisement in the Pensacola News-Journal did not address whether or not Mr. Magaha, as Clerk of the Court, should be present. He said he would like to know if his

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY * PENSACOLA, FLORIDA
CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: Laurel McElroy
DEPUTY CLERK

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: February 1997

presence during the session should have been advertised and whether or not he should be present.

County Attorney Tucker said it was his understanding that the advertisement included Deputy Clerk Gingrey and he had assumed that her attendance would be sufficient.

Mr. Ernie Lee Magaha, Clerk of the Circuit Court, said out of respect for this Board and the tax payers, he would excuse himself from the session so as not to jeopardize any legal proceedings.

County Attorney Tucker said in Mr. Magaha's role as Clerk of the Court, he was unsure that his attendance would necessarily be a violation. He said if Mr. Magaha wished, he could attend the session.

Mr. Magaha said he would like to attend the session if it would not jeopardize the session.

Chairman Reading said he would now recess the Regular Board Meeting for a private attorney-client session, in accordance with Section 286.011(8), Florida Statutes, for approximately one hour and ten minutes regarding Escambia County vs. First Montauk Securities Corp. attended by Commissioner Willie J. Junior; Commissioner Michael T. "Mike" Bass, Commissioner D. M. "Mike" Whitehead, Commissioner Thomas G. "Tom" Banjanin, Commissioner John T. Reading, Jr., County Administrator Evans, County Attorney Tucker, Chief Litigation Attorney for the County James M. Messer, Clerk of the Circuit Court Ernie Lee Magaha, Deputy Clerk Marilyn Gingrey, Attorney representing Escambia County Humberto H. Ocariz, and a certified court reporter.

Motion made by Commissioner Whitehead, seconded by Commissioner Junior, and carried unanimously, approving to recess the Regular Board Meeting at 8:05 a.m. to convene the attorney-client session.

8:05 A.M. - MEETING RECESSED.
9:10 A.M. - MEETING RECONVENED AND COMMISSIONER WHITEHEAD DID NOT RETURN.

Chairman Reading said the attorney-client session had concluded and that session should be adjourned at this time.

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY * PENSACOLA, FLORIDA
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WITNESS MY HAND AND OFFICIAL SEAL:
DATE: February 1997

ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: Janice McElroy
DEPUTY CLERK

3

Motion made by Commissioner Bass, seconded by Commissioner Banjanin, and carried, approving to adjourn the private attorney-client session at 9:11 a.m.

9:12 A.M. - COMMISSIONER WHITEHEAD RETURNED TO THE MEETING.

Chairman Reading said he would like to recognize the PILOT (Pensacola's Identified Leaders of Tomorrow) Group. He said the Board would like to welcome the students and would speak with the group later in the Meeting.

Chairman Reading said Commissioner Junior would lead the invocation and Commissioner Bass would lead the pledge of allegiance to the Flag.

ADOPTION OF THE AGENDA AS PREPARED AND DULY AMENDED

Upon inquiry from Chairman Reading, Commissioner Junior said he had no items to add to the agenda.

Upon inquiry from Chairman Reading, Commissioner Bass said he had three (3) items to add to the agenda.

Upon inquiry from Chairman Reading, Commissioner Whitehead said he had two (2) items to add to the agenda. He said the first concerned the recent change in contracting on the drainage projects, and the second concerned the possible purchase of advertising space in the Pensacola News-Journal.

Chairman Reading said he had two (2) items to add to the agenda. He said the first pertained to an appointment and the second pertained to the Chairman's annual appointments to Boards and Committees.

Motion made by Commissioner Whitehead, seconded by Commissioner Junior, that the Board adopt the agenda as prepared and duly amended.

County Administrator Evans said he had one item to discuss. He said he was unsure if the Board needed a motion to clarify the contracts established by Ordinance and giving him, as County Administrator, certain authority.

Commissioner Whitehead said that was the topic of one of his items.

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY • PENSACOLA, FLORIDA
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WITNESS MY HAND AND OFFICIAL SEAL:
DATE: February 1997

ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: Janice McElroy
DEPUTY CLERK

ESCAMBIA COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

CLOSED SESSION

RE: ESCAMBIA COUNTY, FLORIDA
vs
FIRST MONTAUK SECURITIES

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2001 MAR 11 P 1:58
FILED IN THE BOARD OF
COMMISSIONERS

Board of County Commissioners
BCC Chambers, Third Floor
223 Palafox Place
Pensacola, Florida 32501

DATE: December 5, 1995
TIME: 8:10 a.m. - 9:10 a.m.

ORIGINAL

CHRIS MORROW & ASSOCIATES
700 South Palafox, Suite 2-B
Pensacola, Florida 32501 (904) 469-1228
CHRIS MORROW, Court Reporter

APPEARANCES:

ATTORNEYS FOR COUNTY COMMISSIONERS:

David Tucker, Esquire
County Attorneys Office
223 Palafox Place, Room 411
Pensacola, Florida 32501
and

Humberto H. Ocariz, Esquire
Tew & Beasley
Miami Center - 26th Floor
201 South Biscayne Boulevard
Miami, Florida 33131-4336

BOARD OF COUNTY COMMISSIONERS:

Barry Evans, Administrator
Willie Junior - District #3, Chairman
Mike Bass - District #2, Vice-Chairman
Mike Whitehead - District #1
Tom Banjanin - District #4
John Reading - District #5
Marilyn Gingrey - Deputy Clerk
Ernie Lee Magaha - Circuit Court Clerk

COURT REPORTER: Chris Morrow

BE IT REMEMBERED that the following proceedings were had in the above-entitled and numbered cause in the Board of County Commissioners Chambers, in the City of Pensacola, County of Escambia, in the State of Florida, on December 5, 1995,
to wit:

P R O C E E D I N G S

THEREUPON,

MR. READING: Okay, we are reconvening for the purposes of our executive session and a briefing on our litigation involving First Montauk, and for the purposes of the record, we'll need to have everyone identify themselves verbally. Please speak clearly and loudly for this microphone here, and let's continue clockwise starting first with Mr. Banjanin.

MR. BANJANIN: Tom Banjanin, County Commissioner.

MR. WHITEHEAD: Mike Whitehead, County Commissioner.

MR. BASS: Mike Bass, County Commissioner.

MS. GINGREY: Marilyn Gingrey, Deputy Clerk to the Board.

MR. MAGAHA: Ernie Lee Magaha, Clerk for the Circuit Court.

MR. EVANS: Barry Evans, County Administrator.

MR. JUNIOR: Willie Junior, County Commissioner.

MR. OCARIZ: Bert Ocariz, O-c-a-r-i-z, attorney for Escambia County.

MR. TUCKER: David Tucker, County Attorney.

MR. READING: All right, in that case, I'll turn it over to David now.

MR. TUCKER: Commissioners, recently, in the course of -- through this litigation, the various brokers filed a motion to dismiss our complaints against my numerous grounds. In a fairly strongly-worded opinion, Judge Vinson denied their motions and pretty much laid a road map out on how he would rule in favor of the County on some important liability issues.

As a result of that motion to dismiss, for the first time one of the brokers now

wants to talk settlement. We had not anticipated that they would want to talk settlement this early, but we also didn't anticipate that the ruling on the motion to dismiss would be so strong in our favor.

And so in order to give Tom Tew's team some guidance in the kinds of settlement options that we would like them to explore and what we can discuss with them, we invited Bert Ocariz, who is a partner of Mr. Tew, and who actually has been doing the nuts-and-bolts, day-to-day litigating of this case, to brief you.

He had sent a letter out November 29, 1995, outlining some of these options. I have provided copies of that. Basically, it is, because it is attorney work product, it is not a public record. It is not subject for public inspection and coping at this time.

So I will yield to Mr. Ocariz to kind of explain where we are and what the options might be.

MR. OCARIZ: Good morning, Commissioners, and everyone else. Let me

bring you up to date a little bit on Judge Vinson's order. As you may know, our claims proceeded under several theories. The first one was a declaratory judgment claim where we sought to ask the Court to declare that the investments in these derivatives were ultra vires in that there was no authority either under Florida law or any ordinance or resolution passed by this County Commission which authorized investments in those types of securities.

I felt at the time, and I still feel today, that that is our strongest claim for several reasons. Number one, it asks the Court to address that issue as a matter of law; and in my belief, I don't think that the Court needs facts. In other words, it's not the kind of claim that will tie this up in litigation for several years because it is a question for the Court to resolve, rather than get into that protracted discovery that typically characterizes these cases.

The rest of our claims, however, are more of the typical securities claims that you see against brokers. We've got 10(b)

fraud claims in there, the unsuitability claims and the Florida common law tort theories. Those claims, in the event that we weren't to prevail at this stage on Count 1, which is that declaratory judgment claim, those claims would involve more protracted discovery because we would get into issues such as how sophisticated was Mr. Flowers, how much risk was disclosed, and it is the type of litigation that ultimately will end up in front of the jury and not be resolved by the Court.

The reason I believe that we had First Montauk approach me with regard to settlement was that the defendants had moved to dismiss all of our claims, including that first claim in Count 1. The Court denied the motion, but importantly he addressed probably what I feel at this point is the only defense that these defendants, these brokers could have had against that declaratory judgment, that ultra vires claim, and that was a defense of in pari delicto, which basically means that if the County was acting without authority, you know, we did wrong, the brokers did wrong in

selling us these securities. And the Court tends to leave parties in that position and won't address it; in other words, won't afford us relief. The Court, however, said that there are instances where that defense is not available such as where there is strong public policy reasons against it, and that's what he felt in this case because we were talking about the loss of public funds. He felt that this was a case where that defense would not apply and, in my opinion, that was the only defense that these defendants had.

He also went a little further in that - actually, in two steps. Outside of his order there was a status conference prior to his ruling where he apparently already saw where we were moving with that count because he stated on the record that he anticipated we would be asking for summary judgment on that count fairly quickly, and we are. As a matter of fact, I probably have the motion about ninety percent done, and I anticipate filing it within the next two weeks. So that's where we are in terms of the

litigation.

First Montauk's New York counsel -- they've got two. They've got counsel Steel, Hector & Davis out of West Palm Beach, and then a New York firm in which Mr. Saul Cohen represents them out of New York. He came down to Miami and met with me. And basically his proposal was that First Montauk is interested in settling before this becomes protractive litigation, or what he believed would end up being protracted litigation.

And he presented me a partial financial statement, the 10K that's filed by First Montauk, and indicated that they would be willing to settle somewhere less than 1.2 million dollars. The losses that were suffered with First Montauk investments were 2.6 million. That's what the County suffered in losses. His proposal to me was that First Montauk is not going to pay 2.6 million because that would essentially bankrupt them. I don't know that to be the case, based on what I saw in the financial statements, but that's what he indicated.

He also stated that they weren't

prepared to pay 1.2 million, either, because that would be a substantial amount of money that would affect the operation of their business, though he didn't couch it in terms of putting them into bankruptcy; he said it was a figure they weren't willing to do.

The one thing that he did say that I found interesting was that they may be willing to discuss an installment type of settlement. And I think that may be the best approach for us because if we can develop an installment type of settlement where they make several payments throughout the course of a year or two years, depending on this Commission's determination as to how much time you are willing or can afford to wait on the payment of some of these moneys, then I think we've got a better shot to get more settlement proceeds out of them and not less. So I think we can drive that number higher.

The purpose of my visit is to discuss the parameters of some of those installments, and also to get settlement authority to the extent possible with regard to the other defendants; at least to give me some

parameters and to the extent that I can negotiate those settlements I already have with your authority based on what we know in the case and what we know about these defendants' wherewithal.

At this point, if there are any questions?

MR. READING: Mr. Bass?

MR. OCARIZ: Yes, sir.

MR. BASS: Mr. Chairman, First Montauk is a corporation?

MR. OCARIZ: That's correct.

MR. BASS: Is it a "C" corporation or an "S" corporation?

MR. OCARIZ: They are a public corporation. They are a publicly held corporation, that's why they file their 10K reports.

MR. BASS: Would the principal be willing to personally guarantee the installments?

MR. OCARIZ: I don't know that at this point. We didn't discuss it with them. My suspicion would be they would not. Since they've got the corporate shelter in front of

them and they're a publicly traded company, I don't believe there are going to be any principals there, to the extent that there's anyone that controls the major share of stock in the company, I don't think that that one is going to happen.

MR. BASS: Where are they in terms of federal bankruptcy possibility?

MR. OCARIZ: I don't see, based on the financials they presented to me, they have seven million in assets. They apparently had financial trouble several years ago because they still have a negative retained earnings. However, the financial statements for this year show year-to-date profits of eight hundred thousand dollars, and in the last quarter ending September 30, 1995, they made a profit of approximately three hundred thirty thousand. So whatever was going on before that that still shows, that negative retained earning seems to have been turned around. And if that outlook continues, I think that there is capital there that we can tap for a settlement.

MR. READING: Mr. Banjanin.

MR. BANJANIN: Do they have other claims, potentially, against them?

MR. OCARIZ: As far as I can tell, no. The 10K that they provided me has a disclosure on litigation, and we are the only case that is mentioned prominently. They mention, in passing, that there are a few other cases involving individuals. Given the way it was treated in the financial statements, apparently, they are not material enough to disclose. Ours, however, we were dedicated a separate paragraph, so it looks like we are the big one for them.

MR. BANJANIN: What do you think; do you anticipate other communities suing the same firm?

MR. OCARIZ: I don't know if First Montauk has sold these derivatives to other communities. I mean, I think had that been the case, they would have probably filed suit already because we're talking about, I guess, '93-'94 time period when a lot of these -- when it was really hot and heavy in the market and these sales were going on. And most of these would be running into statute-

of-limitation problems, at least on security claims at this point. So I suspect we would have seen them already.

MR. READING: I have a couple of questions.

MR. OCARIZ: Yes.

MR. READING: One of which was relating to the size of First Montauk, and you said there are seven million dollars, so that means they are not on the big board of the New York Stock Exchange?

MR. OCARIZ: Right.

MR. READING: They wouldn't qualify, then.

One of the questions that came to mind right off the bat was when you were discussing their ultra vires acts, when actually the subject is our ultra vires acts or our comptroller's actions in investing in these securities were beyond his legal capacity --

MR. OCARIZ: That's correct.

MR. READING: -- potentially --

MR. OCARIZ: Exactly.

MR. READING: -- if that is found to be

the case, and the disclosure sheets that were supposed to have been provided to him stated something fairly clearly to the effect that these were not appropriate vehicles for governments or other entities which need some liquidity, to be using as an investment.

MR. OCARIZ: Uh-huh.

MR. READING: Now, my question was, how can the broker be liable for our ultra vires acts, and then you started talking about the in pari delicto provisions. Can you distinguish between in pari delicto and the in pari materia?

MR. OCARIZ: Well, the in pari delicto pertains to two parties being involved in an illegal transaction; that's how you typically see it. And in those situations what the courts will do will leave those parties alone. They're saying, "Both of you essentially had committed or were engaged in illegal conduct; we're not going to offer any relief to either side."

There are instances -- typically one instance where because of some strong public policy reasons they may -- the courts may

afford relief to one side. That's what Judge Vinson has found in this case, that if that defense was applicable -- and he didn't find necessarily that it was, he simply looked at it as a way to grant defendant's motion to dismiss, and then did away with it. And he said in this case that because of the fact that we're talking about an investment of public funds, and there was this public trust aspect to this money, he found that that defense wouldn't apply in this case. And at least on my assessment of that, our ultra vires claim, that would have been the one potential defense for this defendant, and he has gotten rid of that now.

MR. READING: The next point is, in my opinion, we have an obligation to obtain the maximum remedy for our client, and if First Montauk appears to be fairly secure at the operational level that we have recited here from their 10Ks, then I think that probably a structured settlement is in order.

Now, the other security companies that we will be acting against will, as David has mentioned in this letter, be watching closely

what's going on here. If we enter into a structured settlement with First Montauk, including a provision for privacy, as long as the agreement is still pending, will these proceedings still be held?

MR. TUCKER: Commissioner, I can answer that. These proceedings will be confidential until this litigation is concluded, but a settlement has to be -- you can give Mr. Tew and Mr. Ocariz the authority to negotiate it, but the actual final signature you have to approve at an open board meeting. So the terms of a settlement that you reach with First Montauk will be public, although the proceedings here will remain confidential, but that's separate from the actual terms of the settlement, which have to be approved in an open meeting. So you would not be able to have a confidential settlement with First Montauk and not have the other brokers know what kind of deal we had made with them.

MR. BANJANIN: What would be the nature of the structured settlement?

MR. OCARIZ: Well, what I had proposed in my letter -- and again, you know, that is

subject to this Board's willingness or ability to spread this over time. Given the fact that the losses suffered with First Montauk were 2.6 million, what I had thought would be some kind of structured settlement, it's on Page 2, the third paragraph from the bottom there.

My initial proposal here was for a settlement of 1.8 million, which would be broken down into a six-hundred-thousand-dollar lump-sum payment, which would be the first installment. You know, I put in here January 1, 1996, if that's agreeable, but that's the first installment. The second installment would be three hundred thousand. The third installment would be three hundred thousand. The fourth one would be three hundred thousand, and the fifth one would be three hundred thousand ending September 15, 1997.

I spread it out this way for a couple of reasons. Since First Montauk is a public entity, one of their concerns is how this is going to affect their bottom line and what they report to shareholders. And I think

structuring it this way, given their earnings this year, the six-hundred-thousand-dollar payment is a number that will not put them into the loss column to the extent that they have to consider this a loss. So that while it will affect their bottom line, it certainly won't give them a loss for the year.

And by the same token, given their performance this year, my intent was, in the following four payments, was to get six hundred thousand dollars a year from them spread out into two payments, April and September, of 1996, and then six hundred thousand dollars in '97, which would be January and September. And that way, I think, if they continue the performance that we've seen in the financial statement that they provided to me, they will still be able to at least show a profit to their shareholders. The Board ends up recovering the moneys effectively over an eighteen-month period or so, and it's 1.2 million that's recouped from the 2.6 million dollar loss.

The other alternative would be to drive

that number higher, closer to the 2.6 million, and either adjust these figures or maybe give them a third year in there.

MR. EVANS: The 1.8 million was the first proposal --

MR. OCARIZ: Yes, the first proposal that I've got in my letter is 1.8 million. If we want to look at a settlement that's closer to one hundred cents on the dollar, then I think we probably would need to restructure this to make it a little bit more palatable for them in light of what their earnings are.

MR. READING: Commissioner Bass.

MR. BASS: What do we have to hold over their head, what leverage?

MR. OCARIZ: Our leverage is Count 1, that declaratory judgment.

MR. BASS: I'm talking about if we accept a settlement on installment payments, once we get past that cash down, what's going to be our ongoing leverage?

MR. OCARIZ: Well, nothing will guarantee it if they go into bankruptcy. Based on their performance that I see today,

I don't see that as a possibility, but they could turn around completely next year. I mean, in terms of guarantees all we're going to get is the company's own financial strength. There is nothing -- you know, going back to the original question, I don't think we're going to get any individual guarantees from them, and so we really have to look just to the brokers.

MR. BASS: Could we pierce through with a civil RICO or something like that?

MR. OCARIZ: Well, civil RICO won't do it. To pierce a corporate veil, you need to show that the company was either under -- when it was formed, it was under capitalized or that there has been some fraud or some intent to defraud creditors.

Given First Montauk's history, I don't see that as a possibility, I think that's a long shot, to pierce a corporate veil, in their case.

MR. READING: I'm thinking out loud, but it seems to me like what would be a good settlement here -- and this is based partly on some of the things that none of us can

know like, for instance, which way is the market going. I think the market will continue to go up at least for the next year, which would probably increase their ability to pay. And I would like to see us recover more than the 1.8 million dollars that your first structured offer has.

Eight hundred thousand dollars difference between what we had invested is -- there are not too many things we can do to grab another eight hundred thousand dollars in here, short of a tax hike. So I would be amenable to making them an offer of just exactly the same terms you have put forth here, however, make it also known to them that we would entertain an offer that would extend the repayment terms for an additional year if it included more dollars back to us.

MR. OCARIZ: What I would like to do then, if that's the case, from just a strategy point --

MR. READING: That's just my thoughts. Commissioner Banjanin.

MR. BANJANIN: How much could they come up with on a one-time payment?

MR. OCARIZ: I didn't discuss that specifically with Mr. Cohen. He basically came and gave me parameters being they weren't going to pay 2.6 and they weren't going to pay 1.2, so I think he's looking for a one-time lump settlement somewhere under 1.2.

Given his picking of 1.2, and my experience, I suspect that's probably around the neighborhood that they're looking at to get out of this case, a one-time payment of around a million dollars. I suspect that that's where they are headed.

MR. BANJANIN: Well, let me ask you this. They have got seven million in assets; is there any way that we can get some sort of a -- in the agreement, settlement agreement, a collateral out of that money that would guarantee our payment over for -- say even if we put it out over four or five years, if we had some guarantee that a certain part of their assets would be there to back up that payment so that we could get our money.

MR. OCARIZ: It depends. Possibly, yes. We certainly can ask for collateral.

It is going to depend on what kind of assets they have and whether they've been pledged in connection with anything else so that the County wouldn't be second to someone else but would have a first priority on those assets.

MR. BANJANIN: That way if they went into bankruptcy, we would have first claim against those assets.

MR. WHITEHEAD: If they're sitting with a negative retained earnings, technically everything is pledged already. We would be taking a secondary position because they are technically bankrupt now, I mean, if you want to get right down to it, or I would assume they can file based upon where they stand right now, or probably not far from it.

MR. READING: We could always be subrogated judicially, anyway, to some other first claim. For instance --

MR. BASS: Do you mean like a tax lien?

MR. READING: For the most part, of the securities that this brokerage firm is handling, you know they are handling it for a principal. Now, it may be entitled First Montauk, however, their records are going to

clearly show that it really is John Doe or some little community's money --

MR. WHITEHEAD: Well, the liabilities of the security company are going to be individuals for whom they are holding the money that the assets are comprised of, I would assume.

MR. READING: And I don't really see a bankruptcy court putting us ahead of these other individuals, even though technically the securities are being held in First Montauk's name, so we would be subrogated even if we had entered into some other agreement.

MR. OCARIZ: Let me correct one statement. They were sitting with a negative returned earnings until this last quarter where they just went into positive by ninety thousand dollars. So they just came out of a negative returned earnings based on their operations for the quarter ended September 30, 1995.

MR. WHITEHEAD: How long have they been in business?

MR. OCARIZ: I don't know. Let me see

here. I don't know.

MR. READING: It seems like I've been hearing their name for a number of years.

MR. OCARIZ: Yes, my understanding is, based on what I've seen, they've given me projections back to '94, and in my conversations with Mr. Cohen, he did mention that they had some problems years ago. So I suspect it's been at least five years.

MR. READING: Mr. Banjanin.

MR. BANJANIN: If we get a judgment, would they be able to go into bankruptcy court before we could collect on that.

MR. OCARIZ: Well, if we get a judgment of 2.6 million, arguably, they could file for bankruptcy, and then we would be in bankruptcy court fighting that, saying that that wouldn't be enough.

Just to bring you a little bit more detail on their assets, what is reported as of September 30, '95, they have cash in bank or cash equivalents of seven hundred sixty-six thousand. They have securities owned at market value of 6.2 million. They have a commissions receivable of two hundred

ninety-two thousand, and they have employee and broker receivables of four hundred seventy-six thousand. They are fixed assets, which is what we're talking about really in terms of perhaps levying or obtaining some collateral, is six hundred fifty thousand. Then they have prepaid expenses which, although classified as an asset, that's an item that's been paid out and they are just amortizing.

MR. WHITEHEAD: What are their liabilities?

MR. OCARIZ: Liabilities, they have moneys due to the clearing organization -- four hundred seventy-nine thousand. They have got securities sold but not yet purchased at market -- 1.7 million. They've got a loan payable to the bank at fifty-four thousand. Pretty much their big number here is commissions payable of 1.4 million. They've got accounts payable of nine hundred twelve thousand, income taxes payable of three hundred fifty-two thousand, and then a category of other liabilities of two hundred sixty-eight thousand, for total liabilities

of 5.2 million.

MR. READING: Mr. Ocariz, I don't know whether bankruptcy is one of your fields or not, but I've done a number of them for other attorneys. And is it not true that if we were to go ahead to obtain a judgment in an attempt to collect, and they sought protection in the bankruptcy courts, they could, in effect, do what's normally referred to as a cram-down, and they could offer a plan to repay all of their creditors, and we would just be one of the number, and we would be forced to accept whatever they decided to put together in the plan?

MR. OCARIZ: With the caveat that yes, it's not my expertise, although my firm does handle it, one of my other partners does. But yes, that is a possibility of a cram-down, although my understanding is that there is certain criteria that need to be present for a cram-down to occur, and I don't know if that's the case with them. But that certainly is a possibility out there that does happen.

MR. BANJANIN: Could you get 1.5

million out of them on a lump-sum settlement?

MR. OCARIZ: At least based on Mr. Cohen's initial statement, his position was that they weren't going to pay 1.2. Again, I believe that a lot of that was posturing, and I think we can get a seven-digit figure, lump sum out of it. That's my estimation. I wouldn't throw out 1.2 million on the table if I was negotiating on behalf of First Montauk if I'm not willing to go somewhere in that range. But where that number is, I haven't had enough discussions with him yet.

MR. BANJANIN: Do you think it's possible they would give us a million up front and then the rest of it could be spread out so that even if they go under, at least we have recovered a million out of it?

MR. OCARIZ: Again, you know, as to the possibility of that, that may be the case. Given the fact he's thrown out this 1.2 million, there may be a seven-digit lump sum available there, and then the installment payments may be a little bit more palatable.

I definitely got the impression from

him, however, that their biggest concern was how the settlement number's going to affect their financial position. So some structuring, which is why I proposed that installment, whatever structure this settlement takes, is going to have to be something that at least for them doesn't substantially affect their bottom line, based on their current performance.

MR. BANJANIN: Could we get a million dollars over the first year by spreading it out? It's a likelihood, isn't it, if they are doing -- if they're in the black, they probably could make it the first year.

MR. BASS: It appears that they are trying to maintain a good public posture on their balance sheet, don't you think, Mike?

MR. WHITEHEAD: Yes.

MR. READING: Do we have any kind of a dividend history for them, because we know that what they've got to come up with is going to have to be palatable to their stockholders, and that means what kind of impact will this have on dividends.

MR. OCARIZ: No, I don't have that

information; I can certainly obtain that. Let me see, I'm looking through the documents he gave me to see if there is any mention.

MR. READING: The structured settlement that you have proposed here would generate 1.8 million dollars in roughly a year and a half.

MR. OCARIZ: Right.

MR. READING: So I think that's not a bad beginning point.

MR. WHITEHEAD: What was the net income for the year --

MR. OCARIZ: Their net income for the year, for the nine months ended September 30, 1995, they have net income of eight hundred two thousand dollars compared with two hundred thirty-four thousand for the same period last year.

For the three months ended September 30, 1995, they had a net income of three hundred sixty-five thousand compared with only fifty-three thousand last year.

MR. WHITEHEAD: That's not surprising, considering what the market's done. I don't have a problem with the structured

settlement, and I really don't have a problem in making it very palatable to them, because at this point anything that we pick up is going to be on

settlement, and I really don't have a problem in making it very palatable to them, because at this point anything that we pick up is going to be on the plus side for us.

If they would agree to a half a million a year over a five-year period, with the first installment to be paid before 12-31 of this year, the second installment to be paid on or around in the first quarter of '96, and then payments due thereafter in the first quarter of the calendar year. I would consider that probably a good settlement if we pull a million dollars out in one hundred twenty days or less. And we also make it such that they are able to pay a dividend.

If we make something that's going to put them in a situation, my fear with a group like this, they're marginal at best, and if we try to squeeze a ton out of them on the front end, they are just going to fold in the cards, they don't care. They don't really have an awful lot at stake at this point.

If we can make it such that if we could get a half a million a year over the next

four years, essentially, we've recovered one

CHRIS MORROW, Court Reporter

hundred percent of our money, and we've made it very palatable for them. And it also sets the stage again, because we have to recognize that we are perhaps setting a direction for future settlements, that again a three, four-year structured settlement where we recoup our losses, I think, would be very good. I wouldn't have a problem with that.

MR. READING: Commissioner Banjanin.

MR. BANJANIN: Well, under your proposal, in eighteen months we would get back a million two?

MR. OCARIZ: In eighteen months a million eight, and in a little over a year you get back a million two.

MR. BANJANIN: Do you think they would go for that part?

MR. OCARIZ: You know, in every negotiation, the first salvo they are going to view as simply our opening position, so they may try to negotiate down from that. That's the reason why I'm here. I can simply tell them this is it, you know, there is no posturing here. This is the number, this is what the County has authorized; otherwise,

we're going forward in Count 1.

And just so that you know, my belief has always been that when I drafted that Count 1, that was the strongest claim we had, because that was going to short ciruit protracted litigation. And if I was correct on the fact that this was a question of law for the Court, and Judge Vinson at this point seems to agree -- you know, we will file the summary judgment in the next two weeks. The brief period for it is going to take approximately forty-five to sixty days. It is quite possible that Judge Vinson may have a decision for us by the end of January.

Once they see the summary judgment, to me, that is the club over their head. They've got to look at this and figure out a way that they are going to oppose this and give Judge Vinson a reason to deny it. In his motion to dismiss he has already knocked out that in pari delicto defense.

They had made another argument that we were not entitled to damages under that count, but at best it was simply declaration from the Court saying it was ultra vires, but

that did not turn into a remedy for money damages, and he disagreed with them on that.

We gave him an argument as to why, under this statute, we're entitled to borrow a remedy from 10b-5 security, and he agreed with us. So in my opinion, he's given them a little bit of a strong message. Whether it's intentional or not, I read his order that way. And once we file these summary judgment motions, it's got to be a club working over their head. That's certainly what I will use in negotiating with them, you know, and the reason we can take, I think, a somewhat hard-line on the money, as opposed to taking away that count if we're looking at the other ones where we could end up with a whole host of factual issues.

Because of the existence of this Count 1, we can probably assert more money than what he's initially proposed on the table so long as we've got that count out there. Now, the risk that we run is if Judge Vinson comes out with an opinion before we reach a settlement and he doesn't agree with us at this point and denies summary judgment. That

doesn't mean that the claim goes away, it simply means that he has either found some factual issue, or at this point he's not going to resolve it on the paperwork itself; he want's either more evidence or more discovery, then we lose that club. But right now I have to believe that is what's concerning -- and although he wouldn't admit it, I think that's caused the visit, once they got the Court's order, because they had made no overtures at all about settlement until this decision came out from Judge Vinson.

MR. READING: Commissioner Bass, then Commissioner Banjanin.

MR. BASS: I wanted to comment on Commissioner Whitehead's idea. I think that I like that idea for two or three reasons. First, it would make us whole; two, it gets us into seven figures quickly. It gives them some breathing room in terms of their own 10K problems, in terms of public disclosure. And I have no problem with that being our lead offer if you don't.

MR. OCARIZ: Yes, my only

recommendation would be that rather than give them a five-year installment plan right off the bat, I would rather shrink the window a little bit to something that I proposed; and then in the course of that negotiation, try to not vary the proceeds but simply extend the payment pattern, so that if we go in there first with an offer of -- and we can bump this 1.8 million, you know, we can try to get this six hundred initial, and then maybe modify the three hundred thousand upwards to five hundred thousand, so that it would give us the full 2.6 million, and then negotiate from that.

You can give me authority for a bottom line in terms of proceeds, and the outside in terms of number of years, and then within those parameters, I can work with them. But my recommendation would be not to initially give them a five-year window because then they are going to take this five-year window and try to work the money down.

MR. WHITEHEAD: It's only a four-year window in reality.

MR. OCARIZ: Or four, right.

MR. WHITEHEAD: I wouldn't have a problem with, if you're wanting to take a more hard-line approach, to go eight, seven, six and four with the eight due, which is essentially their net income for the year. We can say, "Guys, we're not going to break you. You had a tough year, you know, that's life in the fast lane," and then structure it for seven, six and four with the a fall-back or, you know, something short of that.

But I, too, I really do feel like if we can make ourselves whole on this -- and we're kind of deceiving ourselves because there's no interest built into this, so we're really not whole. And they were looking -- in fact, I would even entertain the ability of a discounted buy-out at any point during this thing, based upon a preagreed interest rate, something so that if they have a great year next year, they could buy us out of it at a ten or twelve percent discount. I wouldn't have a problem with that at all. But if you feel like you need to move in that direction, go.

MR. READING: Commissioner Banjanin.

MR. BANJANIN: I agree with you guys. I think the installment -- I'm just wondering, though, if your approach would be better in the sense that we could recover 1.8 million in eighteen months, and then the rest of it you could stretch out over the four or five-year period. But at least we know we would have -- and that's a short enough time frame. If you think they can handle that, I would suggest we do that so that we could recoup at least half of the money. And then if something happens, at least we've gotten half of it back. And the probability is that in an eighteen-month period we would get it. It might push them over, but on the other hand, we would get half of our money back. I think we should go for all of it.

MR. OCARIZ: Let me just clarify one thing. Mr. Whitehead, on the eight, seven, six and four, the seven, six and four you want that a lump-sum payment due some point -

MR. WHITEHEAD: I would say the eight would be due before the end of the year. The same type of offer, you know, put some time frames on it. The seven hundred thousand,

obviously, we would deplete their ability to make a payment. Give them to the middle of next year, and then make the following two payments due before July 1 the following year. And still, under that scenario, you've recovered 1.5 million in six months, and in eighteen months you've recovered 2.1.

I don't think they are going to accept that. If I was in their position -- because one of the things that we're not recognizing is the value of a firm like this, quite frequently, is in their trader. All they have to do is fold a deck of cards, put his name in a new corporation, and they are in business again, and the people that have done well with him will stay with him. So we don't have an awful -- it's not like an ongoing concern here in town where you've got a reputation at stake, and you are wanting to keep the family business going. I'm not sure we have that kind of clout with these guys.

MR. OCARIZ: The one other concern with them that has been alluded to in some of my conversations, when Joe Flowers pled out his case, at least in the article that appeared

in the Miami Herald, there was a reference to the fact that there was an ongoing criminal investigation into some of the brokers. That touched a node with them, obviously.

They couched it in terms of simply, "Well, now can discovery proceed because our guys are concerned they may have to assert their Fifth Amendment rights."

So, you know, there is this concern of theirs out there; and one of the things that I thought that we could use to the extent it was feasible -- and I think I may have mentioned that in my letter -- is similar to the substantial assistance cases when you've got these criminals, which I'm certainly not suggesting that they are. But in the criminal context somebody who offers assistance, then the government makes a favorable recommendation to the court. And I think maybe something like that from this Commission, to the extent that they are willing to come forward and resolve this with the County up front, rather than engaging in protracted litigation, perhaps we can couch this settlement with a recommendation to the

State Attorneys Office that they've cooperated, and for whatever that's worth, to be considered in the context of whatever investigation is ongoing.

I don't know that that would carry any weight with them, but it was just something that I could throw out there to put to them.

MR. WHITEHEAD: I don't know that it would carry any weight with the State Attorneys Office.

MR. OCARIZ: It may not.

MR. BASS: I think it's powerful because the law firm that we have is well-known with the SCC and well connected with the SCC, and I think that's what some of these brokers are factoring --

MR. WHITEHEAD: I don't have a problem with that at all.

MR. TUCKER: Let me just suggest -- while we have suggestions for Mr. Ocariz, I'm concerned if you actually identify specific strategy with him, that is your Board action, and that may at some point limit their discretion to be flexible. So I just want to make sure before you get down to the specific

recommendation --

MR. WHITEHEAD: And I don't mean for any of my recommendations to be ironclad; I'm suggesting a strategy, that being attempting to retain or regain a position of wholeness.

MR. TUCKER: I think that probably Commissioner Whitehead's first suggestion of a half a million dollars at a time would be found much more palatable by them, so that would logically, I think, be our best last fallback position. Our first offer, if this has not already been communicated to them --

MR. OCARIZ: No, it has not.

MR. TUCKER: We might consider making this our first offer. Our second offer would be the eight, seven, six routine, and then our final offer would be the half-million-dollar payments and reminding them, of course, that we still would be losing any interest that these dollars might have been accruing, and that we will do something along the lines of letting the criminal prosecutors know, if they choose to proceed, that these people have been cooperative with us. And we can use a

different adjective, according to which one of the payment plans that they choose to use.

Now, there is one caveat. Whenever you're talking about wrapping up a disposition of a criminal proceeding in this, you have the possibility of running a foul with the Florida Bar Rules. I don't know about the other states. That's one of the problems I have had. A wrote a strong demand letter in a criminal case, and our local state's attorney chose not to prosecute, and the pervert that I made my demand against wrote the Bar, and the Florida Bar investigates every complaint. Of course, I used a standard complaint letter, and I made reference to the Florida law that required me to make a demand. But there is that caveat that has to be put in there, so.

MR. TUCKER: May I suggest, I guess, where I think that I hear you all going is that you would like for Mr. Ocariz, Mr. Tew to discuss a structured settlement, and you would like to get as much up front as possible, and you would also like the ultimate goal to be to try to approach a

restitution, as possible, that the outside limit -- I would have a point in the negotiations, Mr. Ocariz and Mr. Tew, it's necessary that the outside load would be a four or five-year payment, within that time frame you would like for them, I guess, to negotiate as much as they can get for us, as much up front without driving First Montauk into bankruptcy or to the inability to pay, or somehow driving them out of business and interfering with their ability to pay off.

MR. WHITEHEAD: Do we need to set a parameter for a bottom line on structured settlement in terms of a percentage of the loss? Do you need something -- I mean, obviously, a million dollars over five years, I'm not going to find real palatable, I'm not going to find acceptable. A million eight over five years I might not --

MR. READING: We've got several years here, and I think that we ought to go ahead and separate them out so that Mr. Ocariz is completely clear on them.

First of all, I think that we ought to talk about what is the maximum payout. Let's

go ahead and talk about that, and then give him a number that he can use as the outside parameter. And then we'll talk about the dollar numbers or the payout schedules that we will accept. That way I don't think we can make it any more clearer, and it would probably negate the possibility of a new session where we would have to get together, and he would have a complete deck of cards to go in and deal with.

Mr. Banjanin.

MR. BANJANIN: I think our goal should be to recover the full amount, 2.6.

MR. READING: All right, let's take a straw vote on that. Are you all in agreement that we should proceed in this fashion, first?

MR. WHITEHEAD: Well, if you are setting the maximum, no. My maximum would be 2.6, plus accrued interest over the five-year period, I mean, if you are wanting to identify what a hard-line negotiating position should be. So you are probably talking over a five-year period, perhaps a three-million-dollar structured settlement.

I obviously would take a lot less, but if you're looking for what number do I consider it would take to make us whole, that's the number.

You know, I don't think we're going to get that. I mean, I don't think there's a prayer of us getting that, but if you're asking me to set an upper limit, well, the upper limit is going to be what it takes to make this community completely whole.

MR. READING: Let's go question-by-question. The first question is do you want to do it this way, break the issues out and give him an answer one-by-one?

MR. WHITEHEAD: I'm not sure you can because I think the amount of the settlement and the duration of the settlement terms are going to be intrinsically tied together.

I would accept a longer payout period for a greater amount of money. I think there is probably an inverse relationship there.

MR. READING: We can make that the first question to be determined. Is that agreeable to everyone?

MR. OCARIZ: Let me suggest this.

Based on the parameters that we've discussed so far, if I add one year to the proposal in my letter, one additional year with two payments of three hundred thousand, that puts us at 2.4, with payments ending in September of 1998. So in approximately, I guess, a two-and-a-half-year period, you would recover 2.4 million. If I put that out as a first offer, that leaves me, based on the other alternatives we've discussed, letting them go out to late 1998 with 2.5 million. So we've bumped the time, but we also added a hundred thousand to the back end.

And then what we've discussed as a last fallback offer would let them go out an additional year to 1999, and those numbers amount to the full 2.6 million.

MR. WHITEHEAD: I don't have any problem with that at all.

MR. TUCKER: I would just amend that to the 2.6 plus interest if you are going out to 1999.

MR. WHITEHEAD: Yes, if you are going out that far, the 2.6 plus the interest.

MR. EVANS: In what the County

proposes, you will need 2.6 plus interest plus legal fees if you really want to be whole.

MR. READING: Or will the interest be based on prime or CPI or what?

MR. OCARIZ: From a legal-fee standpoint, we don't have claims in there that would justify asking for those fees.

On the interest aspect of it we get into a discussion of what the market did had you invested in alternative securities, what the performance would have been.

MR. WHITEHEAD: It's just posturing is all that becomes.

MR. OCARIZ: Yes, yes.

MR. WHITEHEAD: I do have a question with regard to a structured settlement. How does that impact payment to the -- I don't remember the specific contract.

MR. OCARIZ: Yes, our position has been that as you receive the money, that's when we would receive our payment. We certainly aren't -- you know, if you have an installment payment, we are not going to ask you to, you know, take that money and pay us,

based on the whole settlement, out of the first proceeds, we're not going to do that.

MR. WHITEHEAD: Normally, we don't vote on these things, anyway, we just give directions, so.

MR. BASS: Could we, Mr. Chairman, though, in terms of Mr. Magaha and Mr. Evans, are you both comfortable with where we're headed on this?

MR. MAGAHA: May I make an observation?

MR. READING: Yes, sir.

MR. MAGAHA: In my conferences with the state attorney, he's very interested in Escambia County getting their money back, so to speak, and I say that in respect because Commissioner Whitehead and legal counsel, here. I even believe that he might make available Russ Edgar to meet with your legal counsel. And, of course, the approach would be we don't want to be counter to what you are trying to accomplish. Now, I say that because this thing involves the whole state of Florida not just Escambia County, and I really believe that if he met with Russ Edgar, you can get a focus on where you need

to go. You can't get a better hammer than that to hang over their head, because they can go bankrupt or they can fold their tent, but then you've still got to be aware of what's going to happen down the road.

MR. TUCKER: Let me just say, Mr. Magaha, I know that Mr. Ocariz and Mr. Edgar have been in communication on that very issue.

MR. MAGAHA: What is their status?

MR. TUCKER: Right now they are running the grand jury, and I don't know specifically what the progress is as of today, but I know that they are pursuing criminal investigation on the brokers.

MR. MAGAHA: Yes, I realize that, but my point is this. I think that they would work with you on it. He's interested in the County getting their money.

MR. READING: In the final analysis, it would be up to Edgar, and as long as he doesn't run into statute of limitation problems, then if he says that he can hold these matters in abeyance until we see whether or not things are going to work out,

then you probably could rely on that. And that would be a significant carrot to hand out to these people without us formally making that representation. We can say, you know, is what the prosecutor has to say not what we say.

MR. OCARIZ: Okay, so it's clear on the record, Russ has not made any kinds of those statements to me yet in terms of abeyance or anything, I don't know. I know this, they are being investigated. I don't know at what stage of that process they are. I don't know what stage Mr. Edgar's investigation is, but I do know that that is ongoing.

MR. READING: Commissioner Whitehead.

MR. WHITEHEAD: Is there a willingness on the part of the state attorneys office to work with these guys in not pursuing criminal charges if they do come up with restitution or something close to -- I mean, I understand the conversations may have been moving in that direction, but simply us saying, "Yes, guys, we'll write a letter saying drop --" again, I don't know what that means when Russ has got his teeth into something. Is he

willing, you know, for the good of the community, I guess, to work with these people in a matter like this?

I mean, you've got two different things. You've got Russ who is pursuing something that's real good for his career, you know, and a settlement that's --

MR. MAGAHA: Surely you jest in that --

MR. WHITEHEAD: You know, it's simply - you know, it's an issue you have to deal with, and it may not be in his personal best interests to drop this, but it may be in the community's best interest.

MR. TUCKER: Commissioners, I know that Mr. Ocariz, every time he's been in here, I know that he has tried or has touched base with Russ, and I would expect he will do that today. I know that in the computer lease litigation, the state attorneys have been very helpful, making a lot of documentation available to us, which you will be discussing in the sunshine, in the attorney's reports, some aspects of that. So I have no reason to believe, given the level of cooperation that they've given us in the other litigation,

that at some point when we need that specific level of that fact intensive material, when we reach that point, they would not be equally cooperative.

MR. READING: I guess one other observation is that, although generally speaking, Mr. Edgar may be considered to be the final word on this, in reality it's Curtis Golden.

MR. MAGAHA: I might share with you, Curtis Golden offered Russ Edgar's assistance in the federal case -- I'm talking about on the computer. And Russ actually came up and met with them, and I believe my attorneys talked with him or do you know, David?

MR. TUCKER: I'm sure that she has, but I know that Mr. Messer has spent a substantial amount of time with Russ, and he's made available documents that we did not have.

MR. MAGAHA: Well, my point is that they want to cooperate, and I don't have any reason to think they're going to start with the derivatives.

MR. READING: All right, then. It

sounds like we have outlined some parameters. Do you think that we should go ahead and recite them to be sure that Mr. Ocariz is clear on them, or should we have him recite what he understands from our conversations. And then if we have heartburn with his understanding, we'll correct that.

MR. OCARIZ: Okay, that would probably be easier; I've got some notes I took.

Based on the 1.8 million in my letter, I will add one year to that consisting of two payments of three hundred thousand, so that the parameter on that settlement would be 2.4 million, with payments ending September 1998.

The second offer that we discussed would be a total of 2.5 million, structured in terms of eight hundred thousand, seven hundred thousand, six hundred thousand and four hundred thousand dollars, with payments ending in December, 1998.

And the third one that we discussed would be an offer for 2.6 million, and throw in the interest, and the structure of that settlement would be six hundred thousand by December 31 of this year, and then five

hundred thousand in each of the subsequent four quarters, in 1996, '97, '98 and '99; and I would have to factor in whatever interest on top of that would be.

Those are the three that I have that we've discussed, and just in terms of general parameters, a four to five-year payout.

MR. READING: Commissioner Banjanin.

MR. BANJANIN: I think he has to have the flexibility to come up with whatever structure will work. But within the general parameters, we want to try to get all of our money back and get as much up front as quick as we can.

MR. OCARIZ: Right.

MR. READING: Do we need to make it any clearer that since it's apparent that none of us believe that we're going to get any interest or return on these dollars, that he has permission to drop that in the negotiations?

MR. BANJANIN: At some point, but he can use it as a bargaining tool right up front.

MR. READING: Right. Commissioner

Junior.

MR. JUNIOR: And lastly, the moneys to your firm will be structured according to what we receive?

MR. OCARIZ: Exactly.

MR. READING: Commissioner Bass.

MR. BASS: In terms of linkage with other firms and the other problems we have in collections, can we do any linkage with this case?

MR. OCARIZ: I suspect, in this particular case, First Montauk's counsel have been, I guess, taking the lead in the litigation in the sense that MGSI and LOP, Lehwald Orosey's counsel have pretty much followed suit with whatever has been filed with First Montauk.

Taking First Montauk out of the picture, I think, is going to start a domino effect with the other defendants. Lehwald Orosey is probably the easy one because the losses suffered with them or four hundred forty thousand only. And I think that if First Montauk falls out of this case, they will probably follow suit, and a settlement

with them is much easier to structure.

I don't have any indication yet of what their financial position is, I'm trying to obtain that information.

MGSI Securities is the other defendant that's left in this case. That may be the more problematic one because the losses suffered with them are 7.2 million. So I'm trying to get a handle on what their financial condition is, and that will give us an indication of what we're going to do with this 7.2, but that is going to be the big nut in this case.

MR. EVAN: Where is the rest of it --

MR. OCARIZ: The Hart Securities, just to bring you up to date, Hart Securities filed for bankruptcy even before we filed suit, and as a result, we ended up not suing them. We went in and obtained copies of what their financial information was as presented to the bankruptcy court, and my recollection is there was less than ten cents on the dollar. So we made a decision not even to file a claim because you're really going to be spending good money going after bad.

MGSI also filed -- I'm sorry, not MGSI, but Merchants & Securities, which was a defendant in this case, and immediately after filing, we received a notice that they had filed for bankruptcy. And their financial position is along the same lines of Hart. So that's where it is as to those two.

The other ones that are remaining that we are handling are Raymond James and Coastal Securities. They were not defendants to this case because they had arbitration clauses. We had, early in the year, been negotiating with Raymond James when Jim Moye was here. They had been doing those negotiations direct.

Those ended up going nowhere. I have now a statement of claim prepared that I am going to file against Raymond James and Coastal Securities. I spoke with Raymond James' attorney day before yesterday, Paul McTecky (phonetic), and simply as a courtesy, our firm has dealt with them before in other litigation, and when it comes to the end of the year, my understanding is they may want to try to resolve these problems without

having the public exposure and the press releases and the ongoing litigation. The losses with Raymond James are approximately two hundred fifty thousand, I believe. And so I have sent him, as a courtesy, a draft of the statement of claim that I am filing, which pretty much tracks the complaint in this case. The only difference is we're going to be in front of the arbitrators.

And Coastal Securities, I am trying to get ahold of their in-house counsel. The losses with Coastal are five hundred thousand. So that arbitration, we're looking at seven hundred fifty thousand that was lost there, so it's not as substantial as this case.

MR. BASS: What about the upward linkages to the Wall Street firms --

MR. OCARIZ: Well, actually, the Merrill Lynch lawsuit -- I just read it in the Wall Street Journal two days ago -- is reinstated, and interestingly enough --

MR. BASS: Refiled?

MR. OCARIZ: Well, it had been dismissed by the trial court, and the

appellate court has now reversed that decision apparently saying there was, at least on the pleadings themselves, a claim. And the interesting fact was the article also mentioned they have -- apparently, they have a similar ultra vires claim.

MR. BASS: What are First Montauk's linkages to Wall Street?

MR. OCARIZ: I don't know.

MR. BASS: You are not pursuing it that way?

MR. OCARIZ: No. Tom and I had looked at, early on, under the belief that there might have been something going on in Wall Street which caused this dumping down to these guys, but we just haven't seen anything there that would give us the opportunity to present a claim against the Wall Street firms. I mean, we've been able to see no evidence that will give us some kind of linkage, so right now we've just been traveling on instinct. But unless something else breaks at this point, we're not pursuing that.

MR. READING: It seems to me like we

have given some pretty good parameters to work with today. I would throw out one idea for contemplation.

We now have a security investment ordinance for the County. We may wish to contemplate whether or not we need to go back in and make a modification of that stating that we will only invest with brokers or firms that are on the big board, because that gives them an immediate financial basis that's going to be something that we can always count as money in the bank. Just having a seat on the big board is more expensive than some of these --

MR. WHITEHEAD: Well, buying government securities; doesn't matter who sells them to you.

MR. OCARIZ: Yes, that was my point. I mean, traditionally, the investment parameters were set under 28.33, which was government-backed securities; these were not. These were these agencies' securities, so I haven't seen your resolution, but that may be something the Board may want to consider in making --

MR. TUCKER: In keeping with the ordinance, that's not really litigation related, so I just have to suggest you probably shouldn't be discussing that aspect of it in the sunshine hearing.

MR. READING: Any other comments?

MR. TUCKER: The procedure, as we go back in, is you have to go and reconvene after the recess.

MR. READING: And that's where we've been.

MR. TUCKER: And then go back and announce where you've been, then adjourn this meeting, and then reconvene as the regular BCC meeting.

MR. READING: Okay, there being no further comments, this meeting is adjourned.

(WHEREUPON, the meeting was concluded at 9:10 a.m.)

THE STATE OF FLORIDA,)
)
COUNTY OF ESCAMBIA.)

I, Chris Morrow, Court Reporter, do hereby certify that I was authorized to and did stenographically report the above-captioned hearing; and that the foregoing and annexed pages, numbered 1 through 63, inclusive, comprise a true and correct transcript of my stenotype notes of the aforesaid hearing.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 4th day of January, 1996.

Chris Morrow

Chris Morrow, Notary Public
State of Florida at Large
Commission Expires: 7-24-98
CC # 380714



CHRIS MORROW
COMMISSION # CC 380714
EXPIRES JUL 24,1998
BONDED THRU
ATLANTIC BONDING CO., INC.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD JANUARY 7, 1997
(8:30 a.m. - 9:18 a.m.)

Present: Commissioner Thomas G. Banjanin, Chairman, District 4
Commissioner Michael T. "Mike" Bass, Vice Chairman, District 2
Commissioner Willie J. Junior, District 3
Commissioner Wilson B. Robertson, District 5
Commissioner D. M. "Mike" Whitehead, District 1
Mr. Barry R. Evans, County Administrator
Mr. David G. Tucker, County Attorney
Ms. Marilyn Gingrey, Deputy Clerk to the Board

CALL TO ORDER

Chairman Banjanin called the Special Meeting of the Board of County Commissioners to order at 8:30 a.m., in Board Chambers, Third Floor, Escambia County Courthouse, 223 Palafox Place, Pensacola, Florida. (Legal Advertisement Attached and Shown as EXHIBIT "A")

County Attorney Tucker said he had requested that the Board schedule this Meeting in order to conduct an attorney/client session (in the Board Conference Room) to discuss, and provide direction to the Board's attorneys regarding, pending litigation concerning the derivatives matter involving the cases of Escambia County vs. MGSI Securities, Inc., in Federal Court; and Escambia County vs. Raymond James & Associates, Inc., and Escambia County vs. Coastal Securities, Inc., which were various arbitration pendings before administrative agencies. He said, as a result of that litigation, he was requesting that the Board meet out of the sunshine, in accordance with Section 286.011, Florida Statutes (with attendance by Commissioner Willie J. Junior; Commissioner Michael T. "Mike" Bass; Commissioner

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY * PENSACOLA, FLORIDA
CERTIFICATE OF AUTHENTICITY

THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS IN ACCORDANCE WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.

WITNESS MY HAND AND OFFICIAL SEAL:
DATE: Jan 4, 1997

ERNIE LEE MAGANA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: Janice McCloy
DEPUTY CLERK

3

D. M. "Mike" Whitehead; Commissioner Thomas G. "Tom" Banjanin; Commissioner Wilson B. Robertson; County Administrator Barry R. Evans; Attorney representing Escambia County, Humberto H. Ocariz; Escambia County Attorney David G. Tucker; and a certified court reporter). County Attorney Tucker said, at this point, the Board would go on record with the court reporter.

Motion made by Commissioner Junior that the Board approve recessing the Meeting.

8:31 A.M. - MEETING RECESSED.
9:18 A.M. - MEETING RECONVENED.

County Attorney Tucker said the attorney/client session had been terminated, and the Board was now meeting in the sunshine.

ADJOURNMENT

Motion made by Commissioner Whitehead, seconded by Commissioner Robertson, and carried unanimously, approving to adjourn the Special Board Meeting at 9:18 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Thomas G. Banjanin
Thomas G. Banjanin, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Approved: January 28, 1997

CLERK OF CIRCUIT COURT * ESCAMBIA COUNTY * PENSACOLA, FLORIDA
CERTIFICATE OF AUTHENTICITY

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WITNESS MY HAND AND OFFICIAL SEAL:
DATE: June, 1997

ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
BY: DEPUTY CLERK

3

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2009 MAR 11 P 1:58
BOARD OF COUNTY COMMISSIONERS

PROCEEDINGS in accordance with Section 286.011, Florida Statutes, held at 8:30 through 9:15 a.m., on the 7th day of January, 1997, in the Board Meeting Room, Third Floor, Old Court House Building, 223 Palafox Place, in the State of Florida, County of Escambia, in the City of Pensacola.

CERTIFIED
ORIGINAL

LINDA V. CROWE, COURT REPORTER

CHRIS MORROW & ASSOCIATES
COURT REPORTERS

226 S. PALAFOX STREET ~ SUITE 101 ~ PENSACOLA, FL 32501
(904) 469-1228

PROCEEDINGS in accordance with Section 286.011, Florida Statutes, held at 8:30 through 9:15 a.m., on the 7th day of January, 1997, in the Board Meeting Room, Third Floor, Old Court House Building, 223 Palafox Place, in the State of Florida, County of Escambia, in the City of Pensacola.

LINDA V. CROWE, COURT REPORTER

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

TOM BANJANIN, CHAIRMAN

WILLIE J. JUNIOR

MIKE BASS

D.M. "MIKE" WHITEHEAD

WILSON ROBERTSON

BARRY EVANS, COUNTY ADMINISTRATOR

DAVID G. TUCKER, ESQUIRE
Escambia County Attorney
14 West Government Street
Pensacola, Florida 32501

HUMBERTO H. OCARIZ, ESQUIRE
Representing Escambia County
Miami Center, 26th Floor
201 South Biscayne Boulevard
Miami, Florida 33131-4336

BE IT REMEMBERED that the following proceedings were had in accordance with Section 286.011, Florida Statutes, in the Old Court House Building, Board Meeting Room, 223 Palafox Place, in the City of Pensacola, County of Escambia, in the State of Florida, to wit:

P R O C E E D I N G S

MR. TUCKER: For the benefit of the court reporter, could we go around and introduce ourselves. I'm David Tucker, the County Attorney.

MR. OCARIZ: Bert Ocariz, Counsel for the County.

COMMISSIONER BANJANIN: Tom Banjanin Chairman, Board of County Commissioners.

COMMISSIONER BASS: Mike Bass, County Commissioner.

COMMISSIONER WHITEHEAD: Mike Whitehead, County Commissioner.

COMMISSIONER ROBERTSON: Wilson Robertson, County Commissioner.

MR. EVANS: Barry Evans, County Administrator.

COMMISSIONER JUNIOR: Willie Junior, County Commissioner.

MR. TUCKER: I felt we would start with the easy one first and that's the Escambia County versus MGSI.

MGSI is the only brokerage that we're still in court against. We're into them for seven million dollars, but they really don't have the money, and I'll let Bert summarize where we are with them, but it doesn't look like we can get them to approach a hundred thousand dollars in the settlement with them.

MR. OCARIZ: We filed suit against MGSI and two other brokerage firms last year, First Montauk and Lehwald, Orosey and Pepe. First Montauk was the first settlement. Commissioner Whitehead was involved with that one. We settled that one for nine hundred thousand dollars.

David Tucker and I just attended mediation a few weeks ago in Miami on the other defendant, Lehwald, Orosey and Pepe, and the loss against them was approximately five hundred thousand, and we settled for a hundred-eighty-seven, which included twelve thousand dollars to the State Attorney's Office to cover their expenses, so the net to the county on the civil side was a hundred seventy-five thousand.

MGSI, of the three brokerage firms, is the one that the county suffered the most losses with. Unfortunately, they're also the one with the weakest financial position. They have sent me financial statements twice over the course of the litigation and

they have approximately three to four hundred thousand net assets after liabilities and everything. Of that amount, they have some money set aside for other litigation that they have pending, and this is all according to their counsel. They owe their attorneys approximately a hundred and fifty thousand dollars of that three hundred thousand pot that's available.

What they have told me is in terms of liquidity and cash they have about fifty to sixty thousand dollars that they could put toward the litigation in this case. That number had started lower. I've been negotiating with them, because I've at least taken the position that whatever they owe their lawyers or perhaps some of these other entities, I don't see why Escambia should come behind them, so that's caused a little shift in money. Their last offer is sixty thousand dollars -- an eighty thousand dollars total settlement, of which they could put down fifty thousand - I'm sorry not sixty - and then pay the remaining thirty. They want to pay it over a twelve month period. So that's where the litigation is in terms of the settlement offer.

From the liability side and where the lawsuit is, we filed earlier in the year a summary judgment motion, and the basis of the summary judgment motion was one of

the theories in the case, which is this ultra virus theory. We've taken the position that under 28.33 of the Florida Statutes and Section 125.31, before the County was permitted to invest in these derivatives there had to be a Board resolution, because these types of investments are not specifically authorized under Florida law, and our position is and in interpretation of the Florida Statutes is that your surplus funds have to be invested one of two ways, either under 28.33, like the clerk's office does with its surplus funds, or alternatively, if this Board was to have passed a resolution saying 28.33 only authorizes five or six categories of investments, we want to go outside of that and use the ones enumerated in 125.31. A resolution from this Board authorizing that would have done it. That didn't occur in this case, so we've taken the position that Mr. Flowers' investments in these derivatives were ultra virus. That's the basis of the summary judgment. It's, quote, what I would call a clean head shot, because you really don't have a lot of factual issues. It's really a legal interpretation of what the Florida Statutes require.

MGSI responded to that and they pointed out several things trying to create this factual issue to defeat summary judgment. One of the things they

pointed out there was that there was a bond offering by the County several years ago and interestingly enough that bond offering authorized the use of any of the funds that came in to be invested in these derivative type investments. So they're trying to make this quasi ratification type of argument that while it may not been specifically authorized in this particular case the County has invested its money in these types of investments, and, therefore, there was nothing ultra virus about what Mr. Flowers did.

They've also raised as an issue this federal statute and it's -- David and I have been looking at this for a while. This federal statute is interesting in the sense that it looks on its face to preempt 125.31, which requires a Board resolution. What the statute says is that if you have any limitation that requires an investment in direct obligations of the United States, which is what 28.33 does, they say that if you have investments in agencies, you're to treat these agency investments like Fannie Mae and Freddie Mac, which is where these derivatives arrive, you're to treat that as a direct obligation of the United States. So they're raised this federal statute arguing that that preempts 125.31, and, therefore, none of the transactions were ultra virus and the County shouldn't

be entitled to summary judgment.

Judge Vinson has had the motion now fully briefed since, I believe, March of last year and there's been no ruling from him. We don't have any indication of what the delay is. He normally has taken care of motions in this case very quickly. As soon as he got a notice from us that we were going to mediate with LOP he issued a order right away, go do that. I get the sense from him that he's having some difficulty with the issue. I don't know if it's this preemption argument or he's just letting it sit perhaps in the hopes of allowing the case to work itself out through settlement.

MR. TUCKER: Let me jump in at this point. If MGSI is correct and under federal law Flowers was authorized to invest in the derivatives, anything in state law prohibiting that is contrary, even all the state statutes, and even, in fact, probably Flowers indictment would have been wrong just because of the position of federal law. The state attorney doesn't agree with that interpretation of the statute, but to date no case or agency or court has ever interpreted the statute.

The down side risk for us pursuing this is that we might be the first and the judge might rule that, in

fact, it does preempt. If that ruling came down and we were holding out, say, for the sake of an extra thirty or forty thousand dollars and Judge Vinson ruled that this federal statute did preempt it, it would, I think, seriously compromise our arbitration claims, because now we would have this -- you know, I think you can all take it down the path down the river road our position, so that's essentially why we're here about MGSI.

COMMISSIONER WHITEHEAD: How much money did we lose?

MR. TUCKER: Seven million dollars.

COMMISSIONER WHITEHEAD: Their net worth is less than three hundred thousand?

MR. EVANS: How do they anticipate continuing their operation?

MR. TUCKER: They're not.

MR. OCARIZ: They actually have pulled their licenses voluntarily and all that they're doing now is some sort of investment advice service, which is generating very little money for them. So right now they're still not -- I don't know if that's just a tactic that they pulled in to let the storm go by and then they'll try to gear back up, but at least as of -- I want to say at least six months ago they voluntarily pulled their licenses and are not doing any brokerage

service.

COMMISSIONER ROBERTSON: Do we have any other federal situations pending, any others?

MR. OCARIZ: Well, this is the only one in federal court, but that argument, we have that same ultra virus claim in all of the cases that's we filed, because it was what we believed to be the cleanest shot in terms of trying to get liability against these brokerage firms, but that issue is pending in everyone of the pending cases with MGSI, Coastal, and Raymond James.

MR. TUCKER: But if the arbitrators decide that, it doesn't have the same damaging effect as if a federal judge decides that.

COMMISSIONER ROBERTSON: Are any of the principal's personal assets be at risk or are they protected?

MR. OCARIZ: In the MGSI case presently, no. They all have the protection of the corporate structure. The only way to get around that would be to see if there is a basis for a fraudulent transfer claim.

COMMISSIONER ROBERTSON: I just hate for them to skim off everything and have it in their own personal accounts and us sitting there with something -- it

looks like we get three hundred thousand and they've got millions in their personal accounts.

MR. OCARIZ: The way that it would generally work is, we would have to prevail on liability against them and on some fraud base claim, and most of these brokerage -- brokers, individually, at the time made a lot of money. I think in one of the other cases one of the brokers was making about three, three hundred fifty thousand dollars a year, most of it which came on the Escambia transaction, but in order for us to get passed the corporate shield we would have to have a fraudulent transfer argument, and that, again, as you can see from the name would be proving a fraud based claim. So we would have to essentially prevail on the main case, have the fraud established there and then try to go after them individually, saying, well, you committed the fraud here, so all of these commissions that you earned personally you are now exposed for.

COMMISSIONER BANJANIN: Could we prove that?

MR. OCARIZ: I'm sorry?

COMMISSIONER BANJANIN: Could we prove the fraud?

MR. OCARIZ: Where the case has been -- where the cases have evolved since the last time I was here, the causation issue which kind of relates to the fraud claim has gotten a little bit more difficult in the

sense that there have been several documents that have come out that were signed by Joe Flowers. Some of them are letters. There's one, I brought a copy of here, which I think is dated April '93, where he essentially talks about that at the beginning when he made these investments in these derivatives he didn't understand the risks, but by this point in time in '93, this letter seems to suggest that he now comprehended the risk and was trying to fix the problem. Obviously, if for nothing else, taking the letter at face value, that undercuts our liability claims a lot, because now the way the case law looks at that is, by continuing to invest in derivatives he made a separate investment decision each time with the knowledge, and what we had always believed and taken the position in these cases is that Joe Flowers didn't understand this, and I know from meeting personally with Joe Flowers at the beginning, and this is, I guess, after these letters, I still walked away with the impression that he didn't understand this. But we do have this letter out there from him and there are a couple other statements that he had supposedly made to that effect, some of which are reflected in telephone logs by some of the brokers that spoke to him, so that there are these statements where Joe Flowers at least sounds like he's telling

people he understood and he has put it in writing, and while in a court of law we may do a little bit better with that because of evidentiary rulings than in arbitration where all these are are, all of these things will come in and the arbitrators will assign whatever weight they deem necessary to them, and what tends to happened in those kind of cases, is that they -- basically it's like a court of the equity. They will do that little balancing test. They may come up splitting the baby or may come up and say from this day forward Flowers knew what he was doing, so anything he purchased thereafter you're not entitled to recover from, so that will cut the window substantially of where our damage claims are.

COMMISSIONER WHITEHEAD: How much money did we make with this group?

MR. OCARIZ: Make?

COMMISSIONER WHITEHEAD: Yes. In all of these things there tended to be on the front end you were making money. It wasn't until the interest rates turned around that you really started biting it.

MR. OCARIZ: Right.

COMMISSIONER WHITEHEAD: Are we looking at the same kind of situation too though where if we say that one transaction is illegal they have an argument to say

that we should void all of it?

MR. OCARIZ: Yes. That's the netting, cherry picking theory. They've accused us of cherry picking, only taking the losses and not taking a look at the ones that you made money on. There's an Eleventh Circuit case which would govern here. It's called the Cane case against Shearson. In that case because of the fraud provisions, said that you couldn't net, there was no authority to net, because you're really talking about who's going to the get the windfall, the victim or the culprit, and then basically said, set those other transactions aside, they're allowed to cherry pick. That one came up in the context of an arbitration, went up on appeal to the federal court and they reversed, because the arbitrators had netted, but there's still the argument out there, and I think it's going to depend personally on how each of these arbitrators view that. I think instinctively most people think that you should net and so there's a strong argument to be made and, in fact, the mediator that we were in front of in Miami thought that we would have a tough time cherry picking, that he thinks most arbitration panel would net.

So there is that concern out there that while we are right now cherry picking in establishing, for

instance, in Coastal, five hundred thousand dollars worth of damages, that may come down some if we made money on some of the other transactions, and I say "if", because I haven't been able to get my hands on the numbers yet. Most of the reports that have been prepared by the County during this whole time period don't give me all the information I need. They compute losses and I think almost in everyone they exclude interest payments, which is something we have to add. I will tell you this, there is one report that suggested to me that if you netted you made money on several of these. I don't know if MGSI falls into that category because the loss against them is so high, approximately seven million dollars, but on some of these other brokers, including brokers we haven't sued, if you net, it appears that you made money.

COMMISSIONER ROBERTSON: Are the arbitrators, I know a little bit about mediation, but I've never been in arbitration, will they find -- rule who is at guilt or will they place dollar value or what?

MR. OCARIZ: They will do both. The arbitration is essentially almost like a jury trial except you don't have the jury. You have a panel of three arbitrators who will hear the case. They basically take in all of the evidence and at the end they will

meet and decide which way they're going to go on the claims that were presented and they will issue a written, what they call an award letter, either determining in favor of Escambia and awarding a dollar amount or determining in favor of the brokerage firms and no dollar amount.

COMMISSIONER ROBERTSON: The reason I asked that, will they award a fair value regardless of the net worth of the assets of the corporation?

MR. OCARIZ: Absolutely.

COMMISSIONER ROBERTSON: If that happens and their company can't settle the claim with their assets, what do you do then? Do you go after the personal assets?

MR. OCARIZ: Again, if they find liability on the fraud claims, what you would have first would be this judgment against the corporation and you try to levy on any remaining assets at the time, which means if they had this two hundred thousand sitting in the bank because they haven't paid the attorneys and haven't paid on those other claims you would go try and grab that first. To satisfy any remaining balance in the judgment, then we would be looking at things like the fraudulent transfer claim against the individuals and see if we could get passed the corporate veil.

MR. TUCKER: The company that doesn't have the money we're not in arbitration with. We strayed a little bit. They're the ones in federal court.

COMMISSIONER ROBERTSON: I thought we had all of them in arbitration.

MR. TUCKER: We've got one in court, two in arbitration. But even if we got a judgment in court for the full amount then the company probably would go into bankruptcy. If they went into bankruptcy, essentially that would wipe it out and it would be years, if ever, before we could pierce all of that to get to the individuals.

COMMISSIONER ROBERTSON: The seven million dollar claim where they only have three hundred, if we can't go after their personal assets, in my opinion, we ought to make the best settlement and get on with it. I mean, you're just wasting a lot of valuable expense and time to pursue it if the corporation is basically bankrupt, worth two hundred thousand and we want seven million.

COMMISSIONER BASS: Along those lines Wilson is talking about, you've never mentioned this Civil Rico action against the individuals we've talked about.

MR. OCARIZ: Yeah. The Civil Rico claims, they were kind of in vogue for a few years when they first

came out and everybody started using them. In my experience, I'd say over the last five or six, including cases out of the United States Supreme Court, they've cut back on liability, either the Federal Rico or the state Civil Rico. It's much more difficult to prove the Rico claim, because you have to establish this pattern of fraud and link all of those transactions together. I mean, it's a much more complex fraud base claim than what we have in this law suit, because we've got the securities claims which basically make the common law claims like a statutory fraud claim, you know, you prove the misrepresentation and the omission, you prove the damages, and if you establish those two elements you're going to get an award. Under the Civil Rico there are a lot more hoops to jump through and that's the reason we stayed away from those claims, because they really didn't add anything to the lawsuit and it just made it more difficult and more complex and I thought would muddy the case too much.

COMMISSIONER BANJANIN: Do they have other claims against them? Are they enough that they would be put in bankruptcy too?

MR. OCARIZ: As to MGSI, they mentioned that there is one more case against them. I forget if it's

the State of Texas or the State Florida, but he said the state and I forget which one. They do have one other case that they've gone to and I think are in the process of settling and that's why he's saying that this money is getting depleted as we go along.

COMMISSIONER BANJANIN: Well, here's what I'm wondering, if you thought this firm was going to come back, I wonder if we could negotiate a settlement for a lot more money but spread it out, even if it took ten years, if you thought that this firm was going to come back and start making money again, rather than taking a seven million dollar loss on the thing.

COMMISSIONER ROBERTSON: They would probably come back in a different corporation, wouldn't they?

MR. OCARIZ: I suspect that's what would happen. It would be ridiculous for them to come back under the same name.

COMMISSIONER ROBERTSON: They would have all the same liabilities to address all over again. So they're just going to bankrupt and come back under a different corporation.

MR. OCARIZ: Right now I don't have any information or even any suggestion that they're coming back. They, like I said, they have pulled their licenses and I personally confirmed that. I didn't

take the lawyer's opinion on it. I called and confirmed that they had done that and they did. Right now I don't have any indication that they're coming back. They certainly haven't folded their tent. The lawyer said that's not what they want to do, because they don't want -- none of the individuals want the stigma that they were involved with corporations or a corporation that went into bankruptcy, because apparently that would affect them down the road. I get the impression that they're trying to wind up this corporation by avoiding the bankruptcy. I don't have any indication that they're trying to rework it, find cheap settlements and then gear it up again.

MR. TUCKER: The individuals may come back and we could probably put something in the settlement that if MGSI ever does do something again, that there would be -- you know, they would have to pay us, but, you know, I think that we all understand that if they do come back it might be the same individuals but they will have a different corporate entity. They will have wound this one down and closed it up and so if anybody asked them they could say, well that corporation served its purpose but now we have a new corporation, a new corporate entity.

COMMISSIONER ROBERTSON: My final question would

be, in your discovery did it appear that these commissions for individuals during the course of our business, all of a sudden their salaries went from one hundred thousand to three hundred fifty thousand?

MR. OCARIZ: Yeah, I mean --

COMMISSIONER ROBERTSON: That's the same as skimming off the money they were making and protecting it, but if we're not going to pursue it to the fullest, get a claim for fraud and all this and go after the individuals, then I think we need to get what little we can get out of the corporation and be done.

MR. OCARIZ: There has been in several of these cases, and it's not only limited to Escambia, during this period of derivatives, I think most brokerage firms and the individuals saw their salaries spike up just simply because of the volume of derivatives that were being sold. I liken it to the junk bond era. When junk bonds became in vogue everybody made tons of money, everybody was investing in them and this was really the next wave of investments. Derivatives had the same effect. The market went from nonexistent in the early '80s, to unmeasurable by the time Escambia got in these. So certainly I've seen the salaries spike up, but I wouldn't say it was anything unusual just to the Escambia cases. I think that happened

across the board.

COMMISSIONER BANJANIN: What is your recommendation?

MR. OCARIZ: With MGSI their last offer was eighty thousand dollars, of which they would pay fifty thousand lump sum and give the County a promissory note for thirty thousand to be paid in twelve months. That's the highest that we've gotten. They started out in the forty range, tried to lock themselves into fifty, and I just kept telling them fifty was not going to do it, so they went back and looked at their numbers. That's when they gave me the financials and they now have bumped it to this eighty. I don't know that we're going to get much more from them than the eighty, for this reason: they've got nothing to gain by giving us more money. They've got the other cases out there. They look at this as basically a sinking fund. They've got so much cash and it's a question of who gets to it first and after that they're going to put their hands up and say go get a paper judgment. You know, if we can't pay our lawyers anymore, go get a judgment in court, because there's no assets to collect against.

COMMISSIONER ROBERTSON: What do you think are the chances of ever getting that thirty thousand if

they're folding up? Either pay eighty up front now and be done with it, because I don't think we'll ever get the thirty.

MR. OCARIZ: I have been pushing for the eighty. I told them the County is not interested in the installments.

COMMISSIONER ROBERTSON: I don't believe you will ever see that thirty, personally. The settlement will be made. They will fold up and you can just forget that note and the thirty thousand.

MR. OCARIZ: The only way around that would be which is what we convinced the defendant from Lehwald, Orosey and Pepe to do, which was personally guarantee the installment portion of their obligation.

COMMISSIONER ROBERTSON: We might get it that way.

MR. OCARIZ: I haven't put that up to MGSI yet, because I've been pushing to try to get the eighty lump sum, telling them, you know, put the County ahead. I don't care about the lawyers. I don't care about whoever else is out there. You know, we lost seven million against you. Nobody has got that kind of claim that you're looking at, give us the eighty up front. So this is the last letter that I got. They upped the cash down, because I think they were only going to put

twenty-five thousand initially, so they've upped that and I'm still pushing for the eighty lump sum, but I could put alternatively ---

COMMISSIONER WHITEHEAD: I would settle for fifty with a personal guarantee.

COMMISSIONER ROBERTSON: Or eighty upfront.

MR. OCARIZ: I think if we could get the personal I would be a lot more comfortable, because then there's an incentive there to pay this off.

COMMISSIONER WHITEHEAD: I move.

COMMISSIONER ROBERTSON: I'll second.

COMMISSIONER JUNIOR: Question then, will this thing with Judge Vinson go away?

MR. OCARIZ: Yes, if we settle with MGSI, then the case before Judge Vinson is gone.

COMMISSIONER WHITEHEAD: It would benefit then. I mean, we've still got other cases pending.

MR. OCARIZ: Absolutely. If Judge Vinson was to come down against the County on the ultra virus theory we now have a court of law that has interpreted these statutes and it could be used by the other brokers or conversely, if the arbitration panel decided against us on the ultra virus that basically has no value outside of that case, because Judge Vinson, for example, isn't going to take stock in anything the arbitrators do. So

it would tend to be persuasive or binding in other cases if it came from Judge Vinson, where it wouldn't be the case the other way.

COMMISSIONER JUNIOR: So the thing now is you get the eighty thousand dollars, fifty up front, and a personal guarantee and if they can't provide the personal guarantee shouldn't we ask for the eighty?

MR. OCARIZ: Oh, yes. I will be pushing the eighty.

MR. BANJANIN: That was the motion.

MR. OCARIZ: As I understand my instructions are to get either eighty thousand up front, or fifty and thirty, with the thirty being guaranteed personally by the MGSI individuals.

COMMISSIONER BANJANIN: Okay, we have a motion and a second. All in favor please raise their right hand.

(Whereupon the Commissioners Voted)

COMMISSIONER BANJANIN: It passes unanimously.

MR. TUCKER: Now for --

MR. EVANS: This is the easy one?

MR. TUCKER: This is the easy one. The more difficult one is the -- and understand that we spent a substantial amount of time, particularly with MGSI, to see if there was some way we could pierce the corporate

veil to go after the individuals, so this is not a decision not to go after individuals. This was basically we don't think that we have a claim against individuals at this time and if we thought we had an ability to tag individuals we would be there and we would be doing that. So we think that the corporate veil here is strong enough that we would not really have a shot to pierce it, but just so that you're aware we're not saying, well, let's punt on the individuals. We have looked at that and we have made efforts to try to pierce that veil to bring in the individuals.

COMMISSIONER ROBERTSON: My only reason for bringing that out, I think those folks should have known that government should not be investing in derivatives.

MR. OCARIZ: And that essentially is our ultra virus claim, that the government shouldn't be in there. But in order to get them individually you need that fraud claim, which is that intent, they had an intent to defraud, and you've got to establish that intent up-front, and the problem there or at least part of the problem, again, is how much did Flowers know, because if they misrepresent a fact to Joe Flowers, but Joe Flowers has any knowledge independently of the misrepresentation, then you cannot prove the fraud.

That's where the question mark has now arisen since the last time we met, because of some of these statements that have been brought to light that Joe Flowers has made, either in writing or supposedly in telephone calls with some of these brokerage firms.

MR. TUCKER: The other thing to remember about the individuals is that ---

COMMISSIONER ROBERTSON: -- the only way you could prove fraud, I guess, would be if he was part of it, which, you know, I don't think anybody believes that.

MR. OCARIZ: I haven't seen any evidence to suggest that.

MR. TUCKER: The other thing is that the State Attorney is still out there and they're still churning around with MGSI, so they that have ways to get the individuals and we don't.

COMMISSIONER BANJANIN: We're running past time. Do you have another thing to decide?

MR. TUCKER: There are two more actually merged into one, because they're both arbitration with both the same rules. You've got this letter and the issue there is if we are not successful, and I wanted to bring this to your attention, if we are not successful in the arbitration either because they decide that

Flowers really did know what he was doing, the County somehow ratified it, or just, you know, there is no claim, there is a possibility that the arbitrators could award attorneys fees against the County and then we would have to be -- at that point have to pay the attorneys fees of Coastal and Raymond James, so I didn't know how much tolerance for risk. I would like for Bert to explain that. It's not necessarily a large probability, but I don't want you proceeding with the idea that that risk is not out there.

MR. OCARIZ: In the Coastal case, the damages that were suffered by the County, and, again, this is under our cherry picking theory, is approximately five hundred thousand. In the Raymond James case it's approximately two hundred thousand.

The way that the attorney fee issue arises is, we have a claim under Florida Statute 517, the Florida Investor's Protection Act. That claim has a prevailing party award of fees, so whoever wins gets to recover their attorney fees. If we were to prevail they would have to pay my firm's attorneys fees, which would then leave basically almost a 100 percent recovery on your part. Alternatively, if they were to prevail, they could recover attorney fees, and I say "could", because the statute also has language in there that the

prevailing party will recover fees unless to award it would be unjust.

The only case out there that has addressed this issue is this case, Newsome v. Dean Witter. It's a Florida First District case. In that case there was an elderly gentlemen. He lost money, but the brokerage firm prevailed on a statute of limitations defense and the panel found that it would be unjust in that case to award fees. So there is some precedent out there for finding that a brokerage house wins, but doesn't get its fees, because the particular facts of that case didn't justify an award of fees.

Certainly we've got that argument here. I can't predict for you what a panel would do. They may look at this case and perhaps in light of some of these statements made by Flowers, say, you know what, Flowers knew, we're going to go ahead and award fees, because this isn't the kind of case that would make it unjust, given the amount of information Mr. Flowers knew.

Alternatively, they could go the other way and say, well, we're talking about public funds here. It's really not the County that has brought this suit, it's the County on behalf of its taxpayers, which is the source of these funds and this being a governmental context, at least under the facts of this case, it

would be unjust to award fees even though the County lost.

So those are the two sides of the coin that you're faced with. The risk is certainly out there. At this point in time I would say that Coastal and Raymond James -- Raymond James, let me start with them. They entered the picture a little bit later and they also were retained by the County to advise them on their portfolio, so of all the brokerage firms that I've litigated with, I would say Raymond James from a defense standpoint maybe in little bit better position, because they really came in at the tail end. They sold the county, I believe it was a principle only and an interest only derivative. There are two that we're suing on, which in the scheme of all of these derivatives, while they're all of a high risk, these are probably the less riskier ones of the group. So they have certain arguments that may appeal to an arbitration panel and have them come back in favor of Raymond James and also award them their fees.

It's the smallest case that we have out there, two hundred thousand dollars. We haven't really had any serious settlement discussion since the case was filed though. We had it sort of settled early on and Jim Moye was cranking the numbers at the time and I

think we were about thirty thousand dollars apart and we ended up not settling because he wanted to try to close that gap a little bit more. So my next step would be to try to start settlement discussion with them and perhaps try to go to a mediation and get this resolved that route.

As to Coastal, Coastal has put on a four corners defense. They, at least to us, have taken the position they're going to defend this thing. They don't think they have any exposure. They're the ones that have brought a lot of the statements that Mr. Flowers has made in writing or through telephone logs, they've brought those to light. They have done their homework in an all out effort to defend this case. So at least in terms of how these brokerage firm have looked at these cases, I would say Coastal is now in the strongest defense. Sondock dug up a lot of stuff that these other brokerage firms had not, so the risk, I'd say, is a little bit higher in that case, that if we were not to prevail the arbitrators could certainly say we're going to go ahead and make an award of fees.

COMMISSIONER BANJANIN: How much are we talking about?

MR. OCARIZ: I don't have a number on their fees yet. It would be something that would be addressed

after the liability phase, but I would say that the way that I've seen them run this case, I would be surprised if as to this point they don't have a hundred thousand in fees. I think they're over the hundred thousand dollar mark and if this was going to go to a full trial sometime in May or June, they would probably be close to the two hundred thousand dollar number.

COMMISSIONER BANJANIN: For each one?

MR. OCARIZ: No, just for Coastal. Raymond James, I don't have a feel for how they've defended this case yet, because they haven't even come and looked at documents, where Coastal has received our 18 boxes. They've gone through them. They did a lot of work upfront before we went to the mediation, which became apparent in their presentation, so they have a lot invested in there. That doesn't mean they're entitled to get it all back. There may be some redundancy.

COMMISSIONER BANJANIN: Do you think you can negotiate settlement with both of them?

MR. OCARIZ: With Coastal, where we are right now, we left the mediation and they had put fifty thousand on the table. The mediator, a retired judge, told us that she believes she could get it up to seventy-five thousand. Informally through the mediator

I had told them that the County would consider anything north of a hundred and twenty-five thousand. She related that to Coastal. Their attorney wrote me back a few weeks ago and said, Well that's higher than we were considering. I think the push maybe around a hundred thousand dollars, because I got the feeling from the mediation that the seventy-five thousand was on the table unofficially. They didn't want to put it down, and given the fact that he just simply didn't outright reject the hundred and twenty-five and say we'll never pay anything close to that, I think we've got something north of the seventy-five thousand. That's what I want to explore with him over the course of the next few weeks.

COMMISSIONER ROBERTSON: Well, is it reasonable to cherry pick? What would be our loss if we took the entire account?

MR. OCARIZ: With cherry picking it's five hundred thousand dollars. Net -- again, I don't have any of the net figures for any of these brokerage firms.

COMMISSIONER ROBERTSON: It's less than that wasn't it?

MR. OCARIZ: It should be less than that.

COMMISSIONER ROBERTSON: It seems a little

unreasonable that we would want to take the bad account and not take the good account.

MR. OCARIZ: Intuitively, I think that that ---

COMMISSIONER ROBERTSON: --- I know we would like to.

MR. OCARIZ: And I think intuitively, that is everybody's reaction to it. Like I said, we do have case law in this circuit that says you're allowed to do that, but that's always contingent on proving our fraud base claim. So there is that cherry picking issue there.

COMMISSIONER ROBERTSON: I'm not trying to put you on the spot, but what do you think our -- if we take the settlement then we have control of all of our fees. What do we think that would be? Are we just washing out?

MR. WHITEHEAD: They're on a contingency fee.

MR. OCARIZ: Attorney's fees with my firm? Yeah, we're on the contingency. We get a third of whatever we recover for you, so there's always a net to the County.

COMMISSIONER ROBERTSON: I didn't know you were on a contingency.

COMMISSIONER BASS: What if we had a motion authorizing you on Coastal to settle at a hundred

thousand and go to mediation?

MR. OCARIZ: We went to mediation.

COMMISSIONER BASS: That means we're going back to mediation.

MR. OCARIZ: No, going back with Raymond James, which we haven't mediated with.

MR. TUCKER: We could also go back with Coastal.

MR. OCARIZ: We could go back with Coastal if they would be willing to. There's no obligation to do that. We just did it voluntarily in an effort to try to resolve this.

MR. EVANS: If we could settle it we don't need to go back.

MR. OCARIZ: Right, exactly.

COMMISSIONER ROBERTSON: At the risk of all the legal fees that they can run up are a quarter of a million dollars, and y'all have settled million and millions of dollars in claims, I wasn't here, but I think y'all have done very well as a Board. I think we need to take these final amounts that are so much smaller and just get the best settlement and get on with it, because these things can drag out forever, and I would be afraid of that risk of the liability and all that.

MR. OCARIZ: Obviously, there's the time value of

money, you know, if you get the money today --

COMMISSIONER ROBERTSON: Time is money.

MR. OCARIZ: And there is the risk of the exposure on the attorney fees issue. There's also the danger that given the way that Coastal has defended this case they may be able to bring things out that Raymond James could use and so the Raymond James case becomes a Coastal case in terms of defending it, and on the positive side, if you net -- I think that with a settlement in the range of a hundred thousand you may end up close to what your out-of-pocket was. I just don't have the figures to tell you with certainty, yes, here's the number, there's the number, but based on everything that I've seen, the loss calculations have always excluded interest, and from some of the interest payments that I've been able to find there were some of these things that there was fifteen thousand received in interest, twenty thousand received in interest, and if you start taking, you know, twelve, thirteen thousand dollars over the course of five or six of these things you're almost at a hundred thousand right there.

COMMISSIONER BANJANIN: Well, why don't we have a motion to authorize him to negotiate settlements in these cases?

COMMISSIONER ROBERTSON: I move that we go -- if we can go back to the one that we mediated and try to get a hundred or better and then mediate the other one, which you said was only a couple hundred thousand.

I make a motion that we get the best settlement we can, no less than a hundred thousand on the one you've already mediated.

COMMISSIONER BANJANIN: Do we have a second?

COMMISSIONER BASS: Second.

COMMISSIONER BANJANIN: All in favor please raise your right hand.

(Whereupon the Commissioners Voted)

COMMISSIONER BANJANIN: Unanimously approved.

COMMISSIONER BASS: Let me just say one other thing, Tom. You know, one of the concerns from the very beginning was that -- not to destroy any linkages we had with these regional firms with the national firms. You guys have not given a lot of encouragement in that direction.

MR. OCARIZ: I'm sorry?

MR. TUCKER: That's in the DLJ.

MR. OCARIZ: Oh, with DLJ.

COMMISSIONER BASS: Wasn't it Orange County where they went to -- who was it? Merrill Lynch.

MR. OCARIZ: Merrill Lynch. The one thing that we've discovered and it's a claim we've been looking at for several months is a claim against Donaldson Lufkin and Jenrette, DLJ. From the documents that we've obtained from the County, in 1990, DLJ, through a broker that was working at -- I forget. He might have been at First Montauk at the time. They came to the County and told Joe Flowers you need to revise your investment policy. This is prior to the derivative investment. They drafted an investment policy, which is one that they obtained from somewhere in California. I have not yet identified whether coincidentally it's Orange County or not, because everything has been stricken out of it, but I've got a copy of the draft. That became the draft of the County's investment policy. My understanding is that DLJ's legal department even looked at it and approved it, never considering what Florida Statutes would require, and that's what Joe Flowers adopted. But our theory against DLJ is going to be along the lines of almost a domino effect, had their legal department, had DLJ done their homework upfront and realized that a board resolution was required, not simply the preparation of an investment policy, the County would have never gone into these things.

COMMISSIONER BASS: What's the potential?

MR. OCARIZ: We go back to the causation issue and Mr. Flowers. The problems becomes that DLJ's draft was in early 1990. I believe the County started making these investments in late '91, '92, and toward the tail end of '92 or '93, is when some of these statements come out where Mr. Flowers is saying he didn't understand it back then, but he understands it now. So if that was accepted, then we would be in court with DLJ and not in arbitration. The window may get closed to a point in time where the County had not made a significant investment in the derivative, and substantially reduced the exposure. My theory is going to be to shoot for the whole bottle of wax if we proceed with this case, which is going to be from day one, had you told us, we went in, so but for your bad advice, you know, we want our nine million in losses or whatever it is that is netted up to that point and that will be settlement.

COMMISSIONER BANJANIN: If we pursued that case and we lost would we be liable for attorney fees?

MR. OCARIZ: No. The way I'm going to handle that case in all likelihood will be in federal court, and the way I'm going to handle that case is to keep

it with straight common law theories, so that there would not be an attorney's fee exposure in that case in the event that DLJ was to prevail.

MR. TUCKER: There's no exposure to the attorney's fees in any of these cases that are in court. That problem only arises where we're in the arbitration proceedings. So if we decided that we were able to pursue DLJ that would be in federal court, so you wouldn't have the same issues.

The difficulty Bert mentioned is that for a long time under the DLJ policy the County was making money and by the time the County started losing money there's enough intervention activity by the other brokers, by Flowers himself, and that information with DLJ may have the defense that said, yes, we screwed up, but then Flowers knew enough that he should have made a different decision. He didn't and all these other people who should have told him differently, they didn't do their job either, and so even if we're responsible for the beginning, our responsibility, you know, the minimum should be offset by whatever percentage is attributed to these other people's failure to give Flowers good advice.

MR. WHITEHEAD: Except that Flowers wasn't able to do it in the first place.

COMMISSIONER BASS: But DLJ does not want to be in the Wall Street Journal either.

MR. OCARIZ: Yeah. I mean, I think it's something I'm going to try to finalize within the next couple weeks and then perhaps provide you a little bit more thorough briefing on which way we should go.

COMMISSIONER BASS: Do they know that we're looking hard at this?

MR. OCARIZ: Yes.

COMMISSIONER BANJANIN: Meeting adjourned.

(The meeting was adjourned at 9:15 a.m.)

CERTIFICATE OF REPORTER

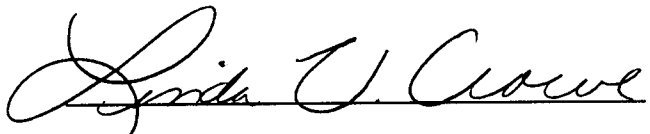
THE STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public, State of Florida at Large, do hereby certify, that I was authorized to and did stenographically report the foregoing proceedings; and the transcript, number pages 1 through 41, is a true record of said proceedings.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal, this 27th day of February, 1997.



LINDA V. CROWE, Notary Public

State of Florida at Large

Commission No.: CC611271

My Commission Expires: 2/5/2001

LINDA V. CROWE
Notary Public, State of Florida
Commission Number CC611271
My Commission Expires 02-05-2001

MINUTES OF THE SPECIAL MEETING FOR AN ATTORNEY-CLIENT SESSION OF THE BOARD OF COUNTY COMMISSIONERS
HELD JUNE 3, 1999
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(5:15 p.m. - 5:32 p.m.)

Present: Commissioner Michael T. "Mike" Bass, Chairman, District 2
Commissioner Willie J. Junior, Vice Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner D. M. "Mike" Whitehead, District 1
Commissioner Wilson B. Robertson, District 5
Honorable Ernie Lee Magaha, Clerk of the Circuit Court
Mr. Barry R. Evans, County Administrator
Mr. David G. Tucker, County Attorney
Ms. Marilyn Gingrey, Deputy Clerk to the Board

CALL TO ORDER

Chairman Bass called the Special Meeting for an Attorney-Client Session of the Board of County Commissioners to order at 5:15 p.m., in Board Chambers, Third Floor, Escambia County Courthouse, 223 Palafox Place, Pensacola, Florida. He said the Special Session would adjourn to the adjacent Conference Room.

DISCUSSION CONCERNING ATTORNEY-CLIENT SESSION REGARDING FRANKENMUTH MUTUAL INSURANCE COMPANY

Chairman Bass advised that the Board of County Commissioners would be meeting for an (out-of-Sunshine) Attorney-Client Session regarding a case under litigation between Escambia County and Frankenmuth Mutual Insurance Company.

County Attorney Tucker said pursuant to Section 286.011(8), Florida Statutes, he was requesting certain advice from the Board concerning pending litigation between Frankenmuth Mutual Insurance Company and Escambia County relative to the computer lease with Unisys Leasing Corporation.

County Attorney Tucker advised, for the record, the Meeting would be attended by Commissioner Michael T. "Mike" Bass, Commissioner Willie J. Junior, Commissioner Thomas G. "Tom" Banjanin (who had not yet entered the Meeting), Commissioner Wilson B. Robertson, and Commissioner D. M. "Mike" Whitehead (who had not yet entered the Meeting), County Attorney David G. Tucker, County Administrator Barry R. Evans, and a certified court reporter.

5:17 P.M. - MEETING RECESSED.

5:18 P.M. - COMMISSIONER WHITEHEAD ENTERED BOARD CHAMBERS AND PROCEEDED TO THE CONFERENCE ROOM.

5:20 P.M. - COMMISSIONER BANJANIN ENTERED BOARD CHAMBERS AND PROCEEDED TO THE CONFERENCE ROOM.

5:32 P.M. - MEETING RECONVENED.

ADJOURNMENT

Chairman Bass said the Attorney-Client Meeting had concluded and, there being no further business to come before the Board, he declared the Special Board Meeting for an Attorney-Client Session of the Board of County Commissioners adjourned at 5:32 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Mike Bass, Chairman

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

Approved: July 1, 1999

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT
APPEAL NO. 98-2962

FRANKENMUTH MUTUAL INSURANCE
COMPANY, a Michigan Corporation,
Plaintiff - Appellant,
v.

ERNIE LEE MAGAHA, as Clerk of Court of Escambia County, Florida and as Successor to Joe A. Flowers, Comptroller, Escambia County, and ESCAMBIA COUNTY, FLORIDA,
Defendants - Appellees,

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA

Attorney/Client Meeting
Out of the Sunshine

APPEARANCES:

Commissioner Mike Bass, Chairman
Commissioner Mike Whitehead
Commissioner Willie J. Junior
Commissioner Tom Banjanin
Commissioner Wilson Robertson
Barry R. Evans, County Administrator
David Tucker, County Attorney

ERTIFIED
RIGINAL

DATE: June 3, 1999
TIME: 5:00 p.m.
PLACE: Board of County Commission Conference Room
Escambia County Courthouse
3rd Floor
Pensacola, Florida 32501

LINDA V. CROWE, COURT REPORTER
226 South Palafox Street, Suite 101A
Pensacola, Florida 32501 (850) 469-1228

BE IT REMEMBERED that the following proceedings were had in the above-entitled and numbered cause in the Escambia County Courthouse, Board of County Commission Conference Room, in the City of Pensacola, County of Escambia, in the State of Florida, on the 3rd day of June, 1999, to wit:

P R O C E E D I N G S

MR. TUCKER: We're on the record. This is a attorney/client session authorized under the Sunshine Law. I'm county attorney David Tucker. Going down --

COMMISSIONER ROBERTSON: Commissioner Wilson Robertson.

COMMISSIONER BASS: Commission Mike Bass.

MR. EVANS: County Administrator Barry Evans.

COMMISSIONER JUNIOR: Commissioner Willie Junior.

MR. TUCKER: When we last met regarding Frankenmuth, we were on the verge of mediation. It was a telephonic mediation ordered by the Federal Eleventh Circuit Court of Appeals. We've been talking with them back and forth over the telephone and there's several, I think, disappointing aspects to the way the mediation has been going.

First of all, when we finally got to the point of putting a number on the table, we discovered that the attorney for Frankenmuth did not have any kind of

settlement authority from Frankenmuth, which is one of the prerequisites of going into mediation. So that was the first strike.

The second strike was that we went ahead and we offered then $400,000 to settle the case. At that point they were asking, I think, about five point one million dollars, but as a condition for going forward with the negotiations we requested they come back at or under two point four million dollars with a counter-offer, not that we would settle for that amount of money, but just as an idea to see if there was any movement there. What they have responded with is, they have requested a face-to-face meeting and they're bringing the head of Frankenmuth down and someone from Chicorp, the finance company that sold the paper to Frankenmuth, which led to this litigation, but they haven't come back with anything, a numerical counter-offer.

So, you know, I guess the question is, where do you want us to go with that? I mean, I think we can -- let the record reflect that Commissioner Whitehead has joined us.

(Commissioner Whitehead entered.)

MR. TUCKER: I guess the question is, do we go forward with the face-to-face meeting and hear what

they have to say? Do we just cancel it, you know, tell them where to go? How do we proceed with that?

Internally we have, I guess, something of a difference of opinion within the county's legal staff. One person, of course, recommends terminating the mediation all together. I don't know that that's -- in the larger theme, that's in the best interest of the County, but again, I don't know, so I wanted to put it to you on how we should go forward with that.

COMMISSIONER JUNIOR: Question, Mr. Chairman?

COMMISSIONER BASS: Yes.

COMMISSIONER JUNIOR: If the mediators think -- I mean in mediation you were supposed to have the ability to make an offer, then why can't we raise an argument that they didn't do what they were to do and reschedule it and hopefully they can accept an offer?

MR. TUCKER: Well, because with this one when we have the face-to-face meeting, there will be the person there from Frankenmuth who supposedly could settle the case right there on the spot. So that will be fixed.

(Commissioner Banjanim entered.)

COMMISSIONER JUNIOR: Why try to fix it, why can't we just go ahead and raise the issue now by virtue of the fact that they didn't do what they were

supposed to do?

MR. TUCKER: We have raised it and that's one of reasons -- what they're doing is they are bringing their guy there to the face-to-face if it goes forward.

COMMISSIONER JUNIOR: Will you raise the issue since you were saying it's part of mediation, this is something --

MR. TUCKER: That they were supposed to have done?

COMMISSIONER JUNIOR: -- that they didn't do so send that to whoever ordered the mediation and then go with the face-to-face.

MR. TUCKER: Okay.

COMMISSIONER JUNIOR: Do it simultaneously. I wouldn't have a problem with that.

MR. TUCKER: We've done that.

COMMISSIONER BASS: I'd like to know what the recommendation of our chief litigator is to you.

MR. TUCKER: Well --

COMMISSIONER WHITEHEAD: Sue.

MR. TUCKER: The chief litigation attorney recommends terminating the mediation, period.

MR. EVANS: Then we go where, Atlanta?

MR. TUCKER: Well, yeah. The mediation is

scheduled for June 10th. Oral argument is scheduled for June 23rd.

COMMISSIONER BASS: His recommendation to you, by attorney, was to drop the mediation all together.

MR. TUCKER: Well, that's what I thought it was at one time. Then when I put that in the hopper and told the attorney for Frankenmuth that we were considering that as an option, the chief litigation attorney got wishy-washy on whether he really wanted the mediation cancelled. So if your motion would be to accept the recommendation of the chief litigation attorney to cancel the mediation, I can't tell you as we sit here today that that would be his actual recommendation. Understand there will be other opportunities to mediate and, you know, there are other -- will be other times, but that's certainly one one way to proceed.

COMMISSIONER JUNIOR: I would like to go back to what I said earlier and put it in the form of a motion, go ahead and deal with the fact that they didn't do what they were doing in mediation and go ahead and have the face-to-face.

COMMISSIONER BASS: Do I hear a second?

COMMISSIONER WHITEHEAD: Yeah, I second.

COMMISSIONER BASS: Motion made and seconded.

Discussion?

MR. EVANS: That means we will still have the mediation next Thursday and Friday? Is that what you're talking about?

MR. TUCKER: Well -- right. What I was thinking that we would also do is we would cancel all our previous offers and just go to the mediation and listen to them, but just show up as much as -- almost as a courtesy to the Court rather than with any kind of settlement, and then if it looks like there's any possibility of settling, we would ask that the face-to-face be recessed and maybe we could ask -- I could bring anything back to you to see how we are proceeding with that. But I think it's imperative that we not -- I mean, I would like to be able to do something short of cancelling the mediation, you know, and I think just rescinding any previous offers or any previous negotiation instructions would be one way to go with that.

COMMISSIONER WHITEHEAD: Would it make any sense to address something to the Court noting that they have failed to comply with the requirements that had been set forth by the Court, and that was to have an offer, because isn't that the place where they actually dropped the ball?

MR. TUCKER: That's one place where they dropped. We --

COMMISSIONER WHITEHEAD: We made an offer and they didn't make a counter one.

MR. TUCKER: Well, initially they didn't even have the settlement authority and then they're supposed to. Now the problem -- you know, we can do that, but what happens is, you know, they get their wrists slapped.

COMMISSIONER BASS: Are they in contempt?

MR. TUCKER: No. Because they will say, "Yes, we made a mistake. That's why we're bringing the President of Frankenmuth to Pensacola because he will have that authority."

COMMISSIONER WHITEHEAD: What if you were to couch your approach from the perspective of, in light of the fact that they had no one with authority to settle, all of our offers are withdrawn, without actually communicating to the Court specifically a complaint.

MR. TUCKER: Right. That's fair.

COMMISSIONER WHITEHEAD: If you have the ability to do that, in that fashion, that conveys the message that they weren't negotiating in good faith and it also puts them on notice that you're aware that they

weren't.

MR. TUCKER: Yes, I think that's --

COMMISSIONER WHITEHEAD: That ability to withdraw, I don't have a problem with that at all.

COMMISSIONER BASS: Is that acceptable with everyone?

COMMISSIONER JUNIOR: I'm acceptable to it.

COMMISSIONER WHITEHEAD: I want to give you as many clubs as you need.

COMMISSIONER BASS: Tom? Wilson?

COMMISSIONER BANJANIM: Sure.

MR. TUCKER: We may walk out of mediation, you know, just to see that. One of the things that the mediator said is that he wanted to put Barry alone in a room with, you know, Mr. Frankenmuth and --

MR. BANJANIM: With a pair of gloves.

MR. TUCKER: Yes, basically. And keep the lawyers out of it, but I think that, you know, if that's where the mediator wants to go with that, then Barry needs to be armed with the ability to say no. I want you guys to be aware of that, you know; either if we cancel the mediation or if we withdraw our offers or whatever, that we're not trying to be intransigent. You know, we feel like that -- you know, just reviewing the strength of our case, we do have a

relatively strong case. The weakness is that we did hold onto the equipment, so at some level we may get called on to pay some money, because we have held the equipment this long.

MR. EVANS: We've written them several letters.

MR. TUCKER: That's true, but that goes to limiting and they've done nothing to litigate whatever damages they may have, so when we've made an effort to give the equipment back, but the fact remains that we did keep it and we were actually using it for a time that we weren't paying rent on it and that's the practical weakness in our case.

MR. EVANS: I understand that you asked Bob to send it back and the truckers who were to take it down said to call first to find out if the people will accept it. If they won't accept it, they won't pick it up and take it down in the first place.

COMMISSIONER WHITEHEAD: But we continue to use it.

MR. TUCKER: We don't use it. We haven't used it for several years.

COMMISSIONER WHITEHEAD: But we continued to use it after that date for some reason.

MR. TUCKER: Right. We continued to use it without paying for it until, we think, some time

between 1996 and sometime in 1997.

COMMISSIONER JUNIOR: But as part of the final settlement that comes out, as the fact that if they have a request for the usage, then obviously there's an ability to determine how you would pay it, so I don't see that being a problem.

MR. TUCKER: But see, that's the weakness. The strength of our case, we think, and this is just a law school analysis, because in many situations you can't predict what judges are going to do, we think that on several legal theories they've backed themselves into a corner; and if some of their legal theories are right and then they had bad consequences that happened to them; if they're wrong and others of their theories are right and the same thing happens, because they're just not real familiar with some of the ins and outs of the local government finance law, and that's a real advantage.

If we were to settle it, we would want to pay them, I think, for some value for the usage; and I think previously we had talked about, you know, two years, which is about, you know, a compromise of what we did use it for. But I think that we don't want to give away at the negotiating table that we think we're winning and we can win in court, but we also don't

want to be unreasonable if there's some opening to get it settled. I think we want to have some additional flexibility to limit what we would offer and be able to represent that you've pulled the reins in on us in terms of our ability to settle in light of Frankenmuth's bad faith.

COMMISSIONER BASS: Everybody in favor of the motion?

(Ayes)

COMMISSIONER BASS: Opposed by like sign. Passes five to zero.

(The Out of the Sunshine Meeting was concluded at 5:30 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings, numbered 1 through 12 inclusive; and that the transcript is a true and complete record of my stenographic notes.

I, further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 3rd day of August, 1999.



LINDA V. CROWE, COURT REPORTER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NUMBER: CC611271
EXPIRATION: 02-05-2001

LINDA V. CROWE
Notary Public, State of Florida
Commission Number CC611271
My Commission Expires 02-05-2001

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD JUNE 6, 2002
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:31 p.m. - 3:35 p.m.; 4:30 p.m. - 4:31 p.m.)

Present: Commissioner Marie K. Young, District 3, Chairman
Commissioner Timothy W. Wright, District 2, Vice Chairman
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Clifford W. Barnhart, District 1
Commissioner Janice E. Gilley, District 5
Honorable Ernie Lee Magaha, Clerk of the Circuit Court
Mr. George Touart, County Administrator
Mrs. Janet Lander, Acting County Attorney
Mrs. Doris C. Harris, Deputy Clerk to the Board

CALL TO ORDER/PURPOSE OF MEETING

Commissioner Young called the Special Meeting of the Board of County Commissioners to order at 3:31 p.m., and Acting County Attorney Lander advised the purpose of the Special Board Meeting was for the Commissioners to give litigation advice to the County Attorney regarding the Tracie T. Watson v. Escambia County Board of County Commissioners, First Judicial Circuit and Willie J. Junior; Case No. 3:01CV483/LAC/MD matter, with the meeting to recess and the Board to meet in a private Attorney/Client Session, with only the following people present:

County Administrator Touart
Commissioner Young
Commissioner Wright
Commissioner Barnhart
Commissioner Banjanin
Commissioner Gilley
Acting County Attorney Lander
Charles Peppler, Litigation Attorney
A certified court reporter

PROOF OF PUBLICATION

Upon inquiry from Acting County Attorney Lander, Deputy Clerk Harris advised the Special Meeting had been properly advertised.

MINUTES OF THE SPECIAL BCC MEETING - Continued

TRACIE T. WATSON v. ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, FIRST JUDICIAL CIRCUIT and WILLIE J. JUNIOR

Ms. Lander further advised that the transcript of the session would be compiled and filed with the Clerk of the Court.

3:35 p.m. - MEETING RECESSED
4:30 p.m. - MEETING RECONVENED

Motion made by Commissioner Wright, seconded by Commissioner Barnhart, and carried unanimously, rejecting staff's recommendation to approve a settlement in the amount of $22,500.00, regarding Tracie T. Watson v. Escambia County Board of County Commissioners, First Judicial Circuit and Willie J. Junior; Case No. 3:01CV483/LAC/MD, in order to forego further litigation against Escambia County and Willie J. Junior, due to allegations of sexual harassment and racial discrimination in violation of 42 U.S.C. § 1983, and the intentional infliction of emotional distress arising from Ms. Watson's employment with the First Judicial Circuit, Court Administrator's Office, and the funding of that position by Escambia County. The County Commission should meet in executive session so that this Office may provide legal advice regarding this pending litigation and the proposed settlement.

ADJOURNMENT

There being no further business to come before the Board, Chairman Young declared the Special Board of County Commissioners adjourned at 4:31 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Marie K. Young
Marie K. Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Doris Thurs
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved: June 20, 2002

IN AND FOR ESCAMBIA COUNTY, FLORIDA.

Attorney-Client conference pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners conference room, Thursday, June, 6, 2002, to wit:

Tracie T. Watson v. Escambia County Board of County Commissioners, First Judicial Circuit and Willie J. Junior; Case No. 3:01CV483/LAC/MD

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

CLIFF BARNHART, DISTRICT I
TIM WRIGHT, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
JANICE GILLEY, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR

JANET LANDER, COUNTY ATTORNEY
CHARLIE PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

CERTIFIED
ORIGINAL

LEITCH, TAYLOR & BAKER, INC.
C O U R T R E P O R T E R S
113 South Alcaniz Street • Pensacola, Florida 32501
(850)434-5954 • 1-800-321-5954 • Fax (850)434-0053 • ltbinccr@cs.com

P R O C E E D I N G S

MS. LANDER: Let me point out to the court reporter and to everyone present, there is -- we can never go off the record. Everything that will be said will be transcribed and at some point it will be subject to the public record.

I would like to introduce to you Mr. Charlie Peppler. Charlie does the litigation for Escambia County and he joined the County Attorney's Office in January?

MR. PEPPLER: That's correct, January.

MS. LANDER: Charlie has a vast array of experience in employment law. He is board certified in civil law and was previously board certified in criminal law. At this point I'm going to turn this conference over to Charlie, but I want to just remind you that if you have any questions of Charlie as he proceeds through, just interrupt him. This is the only opportunity that you're going to have to talk to him one on one, without the public watching you, at this stage of the game.

COMMISSIONER GILLEY: We have to say our names so they know who it is?

MS. LANDER: Correct.

COMMISSIONER GILLEY: Said Commissioner Gilley.

MR. PEPPLER: Well, just like Janet said, we want to make this as informal as possible and even though we're on the record, feel free to interrupt me and ask me questions. We want you to fully understand what's going on.

As Janet said when we were in the Sunshine, we're coming to you to get advice. We are also going to be giving you advice or giving you our recommendations concerning this lawsuit. And the lawsuit is Tracie Watson versus Escambia County, Willie J. Junior, and the Court Administrator of the First Judicial Circuit, and that's a state agency and Wayne Peacock is the Court Administrator for the First Judicial Circuit.

Ms. Watson, through her attorney, Ronnie Williams, who is an attorney in Mobile, Alabama, has brought basically three claims against the County and Mr. Junior. His complaint -- it's an amended complaint. It's a document that he files in the court file -- is a little bit confusing, but from looking at it, he's filed against Mr. Junior and the County a lawsuit under Title 7, which is known as the Civil Rights Act of 1964, sexual harassment involving Mr. Junior. Basically, what he's saying in this lawsuit or what she is saying in the lawsuit is that

the County and Mr. Junior deprived Ms. Watson of rights she was entitled to as an employee.

The second count is similar. He's saying that the County and Mr. Junior deprived her of rights because of her race. There was a racial remark made by Ms. Vickery, and this attorney is trying to connect us to that racial remark and in some assignments that were made during the course of --

COMMISSIONER WRIGHT: Question -- Commissioner Wright -- who is Ms. Vickery?

MR. PEPPLER: Good question. I can throw these names out. Ms. Vickery is the Deputy Senior Court Administrator for Mr. Peacock's office and she handles the administrative end of that office. Maybe some of you may not -- and I'm not trying to insult your intelligence. The court administrator handles all the benefits and the scheduling for the judges and their judicial assistants there at the courthouse, so they act almost like a human resource department. They also have a probation department, so they handle the County probation, the community control and have probation officers and that's also under their jurisdiction. We provide funding for some of those positions, several of those positions, even though they are a state agency. We have a

similar relationship, the County does, with the sheriff's department where we fund the sheriff, but the deputies are employed by the sheriff. All the personnel in the court administrator's office are employed by the court administrator. All we do is just fund salaries and benefits.

The third count that's been brought against the County and Mr. Junior is for intentional infliction of emotional distress. What they're saying is, she's claiming that -- well, in her deposition, I took her deposition April 18th, she's saying from the beginning of their relationship -- and Mr. Junior had a personal, consensual sexual relationship with this young woman. But she's contending that from the beginning it was nonconsensual. In fact, I asked her during her deposition, not to be dramatic, but I asked her, So are you telling me that every time you had a sexual encountered with Mr. Junior it was tantamount to rape? She said, Yes. So she's claiming that from the beginning the relationship was coercive and due to that coercive nature of the relationship, she's saying that the County and Mr. Junior intentionally inflicted emotional distress on her. So those are the three main claims of the lawsuit as it exists now.

In federal court, at least for the Title 7 claim, she has to file a charge of discrimination, which she did. She did that on September 12th of 2001. The EEOC has an opportunity to review it. They passed on it and she was given a right to sue letter and so she went ahead and filed suit in federal court on December 26.

COMMISSIONER WRIGHT: Another question. Commission Wright. What do you mean when you say passed on it, what action does that imply?

MR. PEPPLER: Under the law they could take it under advisement and investigate the claim, but the EEOC is a nationwide federal agency and handles thousands of claims, so obviously, they do triage and on some of the claims they say, you know, If you want to go ahead and sue, here's your right to sue letter. Other claims, they say, Hold on, and give us another 90, 180 days and will investigate it. Other claims they aggressively investigate.

COMMISSIONER WRIGHT: But the basis for the triage, I would assume, is their estimation of the merits of the case?

MR. PEPPLER: That's one of the factors. So that could be a factor in their passing on this one. So they issued the right to sue letter. She filed

suit in federal court. She filed suit on her own. She didn't have an attorney to begin with. I'm assuming she went to various attorneys here in the area and they declined to represent her and eventually, she hired Mr. Williams in Mobile and he filed this amended complaint that I was describing to you and that's what's pending before the Court.

The Court has given us until September 30th, I believe, to either finalize a settlement or let the Court know whether we haven't approved a settlement and, therefore, proceed to trial or we revive the lawsuit. The Court, by the way, three of you know him pretty good, it's Judge Collier, who is the judge in this case.

So getting back to what brought us here, as I alluded, Mr. Junior and Ms. Watson had a personal relationship. She grew up in Brewton, didn't really have -- I don't think -- a substantial work history in administrative duties. In fact, part of the time she was a bartender for some family-owned bars in Atmore. But she got involved in the VISTA program. Mr. Junior met her through, I guess, his activities with -- Janet, what's the name of that group that he's the executive director of?

MS. LANDER: Community Action Program.

MR. PEPPLER: The Community Action Program. They met at a cocktail party, you know, romance blossomed and eventually he invited her to move into his residence and she was looking -- go ahead.

COMMISSIONER GILLEY: This is Ms. Gilley. Is he not married?

MR. PEPPLER: He is married, but he's living apart from his spouse.

COMMISSIONER GILLEY: Okay.

MR. PEPPLER: And the conversation turned to getting a better job. He mentioned that perhaps he could find a job for Ms. Watson in the court administrator's office because Mr. Peacock was looking to add a personnel technician in his human resources department. They communicate on a frequent basis. It's not unusual, I think, for public officials to swap information about employees. I don't think that's unusual. Mr. Peacock says, Yeah, I need funding for a personnel technician. The County Commission at that point, Mr. Banjanin, who was a member of the County Commission, along with Mr. Junior and the other three others, voted to approve this position and fund the position. I think you might have that paperwork in front of you. This was at a regular convened meeting on November 4th of

1999.

COMMISSIONER BANJANIN: Tom Banjanin. As far as I'm concerned, I knew nothing about his personal involvement, knew nothing about this lady, knew nothing about the circumstances. I think it was -- I think it was the court administrator's office had asked for the position. They needed it, so I had no reason to know anything that would be detrimental to simply providing them personnel.

MR. PEPPLER: Right, and I'm just mentioning that because of the facts.

COMMISSIONER BANJANIN: Right, but I want it in the record.

COMMISSIONER BARNHART: Cliff Barnhart. You said she was living with him?

MR. PEPPLER: Yes.

COMMISSIONER BARNHART: How long had she been living with him?

MR. PEPPLER: The evidence is not that clear, but I think at least a month or so before she got the job.

COMMISSIONER BARNHART: How could that be rape, if she was living with him?

MR. PEPPLER: I'm just telling you what she said during her deposition. Obviously, she's giving a

spin to the facts to help her claim against the County, Mr. Junior and the Court Administrator. But I agree with you that I would find it hard to believe, and perhaps a jury, hard to believe that she was engaged in this coercive relationship and didn't leave the house or whatever.

MS. LANDER: Charlie, explain to the commissioners how Commissioner Junior's personal behavior relates and exposes the County to potential liability.

MR. PEPPLER: Mr. Junior, his behavior in the sense of contacting Mr. Peacock, saying, I know who can fill that position. I believe Mr. Junior was responsible for -- at least I think they could show that he was responsible for getting this agenda item on the agenda, having the position funded, the fact that he communicated on a frequent basis with Mr. Peacock, they were friends, they communicated about many things, the County funds the court administrator's office, so there's going to be a close relationship anyway between the County and the court administrator's office. The plaintiff's attorney can use that to show that Mr. Peacock and Mr. Junior were in connivance or conspiring together with regard to Ms. Watson.

COMMISSIONER WRIGHT: Commissioner Wright again. Was Mr. Peacock aware of the sexual relationship between Mr. Junior and the lady?

MR. PEPPLER: I believe he knew that there was a personal relationship, yeah, because I think he had seen them together at social occasions and there was no mistaking -- I mean, he was not hiding her. I mean he went to football games, cocktail parties, you know, as Ms. Watson as his girlfriend. I'm talking about Mr. Junior.

COMMISSIONER GILLEY: This is Commissioner Gilley again. What date -- I'm sorry, what date did you say that transpired, the month after she had been living with him that the job offer came open?

MR. PEPPLER: The Board approved the funding November the 4th at the regular meeting.

COMMISSIONER GILLEY: Of what year?

MR. PEPPLER: Of '99.

COMMISSIONER GILLEY: Of '99, okay.

MR. PEPPLER: And then she began work there November 15th of '99. During the course of work, she was not a very good employee. It came to light that she had very poor grammar skills and writing skills. She was frequently late. She had problems completing tasks. Come -- let me look at my time line here.

There came a period of time --

MS. LANDER: If I can, not to disrupt your train of thought, but can we talk about the quid pro quo aspects of liability attaching to the County, because when it was their -- when their relationship terminated, she lost her job.

MR. PEPPLER: Yeah, that's what I was trying to get into. Here's where Janet is trying to, I guess, get me to focus a little bit here, and what I'm trying to lead up to is that this woman had also filed a sexual harassment claim against another individual that she worked with at Jefferson Davis Community College. She was seeing a doctor -- and this is just a weird coincidence of living in a small town -- a Dr. Lisa Tucker, who is David Tucker's wife, as an OB/GYN, and disclosed to her that she was feeling stress and mental depression because of the sexual harassment claim with this other individual that she worked with at Jefferson Davis Community College. The reason I mention that is because much of her claim that she's basing today is saying that due to the actions of Mr. Junior, Ms. Vickery and Wayne Peacock, now she's experiencing depression and a mental emotional disorder. But I think there's evidence that she experienced that before she became

employed.

COMMISSIONER BARNHART: Cliff Barnhart. Did she file any suit against the college?

MR. PEPPLER: She denied it and we haven't been able to find any suit, but she may have filed a charge of discrimination.

COMMISSIONER BARNHART: This is not a fact that she's had previously?

MR. PEPPLER: I mean, I think we could make an argument, and that's something we would explore, if this settlement is not approved, as to whether she has a practice of filing sexual harassment charges. But that's something that's left to be explored. We don't have firm evidence on that.

Getting back to whether there's evidence of sexual harassment that ties into this lawsuit, their relationship, as you know any relationship that's probably not based on marriage, although some marriages experience this also, was rather stormy. At one point she moved out. She came back and was living in his residence in March of 2000. During this period of time she was still not clicking with Ms. Vickery as her immediate supervisor. That summer, the summer of 2000, her relationship with Mr. Junior really began to deteriorate. There's some

instances, I think, that will even come to light of domestic violence, physical confrontation between Mr. Junior and Ms. Watson. It came to the point that Mr. Junior then said, Look, you need to leave my residence. I've even got a restraining order from Judge Shackelford. And he removed her from his residence.

COMMISSIONER GILLEY: Was the domestic violence her against him? Ms. Gilley.

MR. PEPPLER: Yes.

I think -- correct me if I'm wrong, Linda, you recognize everyone? So you don't really need to say your name.

COMMISSIONER GILLEY: Oh, I thought she was just going by the recorder.

MR. PEPPLER: To answer your question --

COMMISSIONER GILLEY: It was her domestic violence on him, so he got the restraining order.

MR. PEPPLER: Right.

It's an interesting case. So she left work without notice and she was gone for about seven or eight weeks. They took her back because during that period of time she did have certain doctors' certificates that she was under treatment for stress and other medical problems. She began living -- you

know, obviously, she established her own residence. When she came back in October, Mr. Peacock made the decision, Look, you're not really working out here in administrative services. I think you would better be suited if you worked in the Probation Department, and that's under the supervision of Joe Ward, who's the Deputy Senior Court Administrator. So she began working in the Probation Department as a probation assistant. She's contending in this lawsuit that that was discriminatory. That was what Janet was talking about, the quid pro quo. You kicked me out of my house and now you banish me to the Probation Department when I was administrative assistant in the personnel department. They did not see each other.

MR. TOUART: From personnel -- George Touart. From a personnel standpoint, was there documentation of her poor work habits?

MR. PEPPLER: Yes. There was a six-month evaluation by Ms. Vickery.

MR. TOUART: And it documented her poor work habits?

MR. PEPPLER: Yes.

MR. TOUART: Before she was transferred?

MR. PEPPLER: Yes.

COMMISSIONER GILLEY: But then she said Ms.

Vickery said ugly things about her.

MR. PEPPLER: The day she came back from her leave, according to her, Ms. Vickery in explaining the transfer called her -- and I'm going to use the word, because you're going to have to hear it -- called her a nigger slut. Now, whether -- to me, you know Ms. Vickery. You know, it's almost impossible that she would make that statement and that she would make that statement in the context of someone coming back to work and here I am going to transfer you to probation and I'm going to call you this racial slur.

COMMISSIONER WRIGHT: Ms. Vickery denies saying that?

MR. PEPPLER: Oh, yeah, vigorously.

COMMISSIONER GILLEY: She works in the Court system, right? I mean, she knows the law, Ms. Vickery does?

MR. PEPPLER: Yes, she is -- in fact -- right, she would know that would be a no no.

COMMISSIONER GILLEY: She shouldn't say it anyway, but she would know the legal.

MR. PEPPLER: During that time she began seeing -- I'm talking about Ms. Watson -- began seeing doctors for various elements. She claims that her office was washed with bleach. That caused her

respiratory problems. She was seen by an allergist, Dr. Westbrook. He found that a lot of her problems preexisted her employment with the court administrator's office. He administered a methacholine challenge test, which would try to uncover evidence that she had inhaled organic compounds such as what's contained in Clorox or bleach, and found it negative. During this period of time, her relationship with Mr. Ward deteriorated as far as a supervisory relationship because, again, she was hard to work with, wouldn't follow directions and was rude to the personnel, in addition to her probationers.

MR. TOUART: Once again, was that documented?

MR. PEPPLER: Yes. That was my next statement, that he did send her a memo saying you need to basically clean up your act.

COMMISSIONER GILLEY: And, also, what was the time frame again on this one, this employment era?

MR. PEPPLER: The memo from Mr. Ward?

COMMISSIONER GILLEY: The time frame.

MR. PEPPLER: We're talking about October.

COMMISSIONER GILLEY: October of 2000?

MR. PEPPLER: To March 1st, 2001.

COMMISSIONER GILLEY: Six months.

MR. PEPPLER: That she was in the probation department.

COMMISSIONER GILLEY: Okay.

COMMISSIONER YOUNG: Did that evaluation -- did he do an evaluation?

MR. PEPPLER: He didn't do an evaluation because she hadn't been there a year under his supervision.

At this point, like I said, there's no relationship, as far as we know, between she and Mr. Junior. And the County is funding this position, but is not controlling how she does her job. It's all up to Mr. Ward as the employee of Mr. Peacock, who is an employee of the State of Florida.

Mr. Ward, I guess, gets at the end of his rope and sends her a memo saying effective March the 15th you're going to be terminated. You have two weeks of leave, you know, you're no longer working here. She leaves and basically the suit is filed and she files a charge of discrimination about six months later and this suit is filed December 26th of last year. That's a thumbnail sketch of where we are.

COMMISSIONER BANJANIN: At what point did and what person found out that she had said she had a college degree and she did not when she applied for that job?

MR. PEPPLER: That's part of the scenario, too. Sometime in that summer --

COMMISSIONER BANJANIN: Of what?

MR. PEPPLER: -- of 2000, she asked permission from Mr. Peacock, I am trying obtain an advance degree -- meaning that she was trying to obtain a degree beyond her Bachelor's degree -- can I get off at four o'clock, so I can travel to Mobile to go to Faulkner University to get criminal justice and one other course. Mr. Peacock said, Show me the evidence that you have your Bachelor's degree and I'll look into it. And she couldn't produce it, although, contrary to what she represented in her resume', that she had received her Bachelor's degree in December of '99. So there was -- she never corrected that resume' and she couldn't produce a degree when requested by Mr. Peacock. She eventually got her degree in December of 2000, a Bachelor's degree.

COMMISSIONER BANJANIN: But she did not have it at the time she took the job. Was a Bachelor's degree a requirement of the position?

MR. PEPPLER: Right.

COMMISSIONER BANJANIN: So that was not truthful.

MR. PEPPLER: Well, she put on her resume' that

she expected to earn it in December of '99.

COMMISSIONER BANJANIN: She didn't say she had it?

MR. PEPPLER: No. The untruthful part is the memo to Mr. Peacock stating -- not clarifying the fact that I didn't receive it in December of '99, I'm working towards an advance degree. That's untruthfulness.

COMMISSIONER BANJANIN: So he knew she did not have a degree at the time he employed her?

MR. PEPPLER: Right.

COMMISSIONER BANJANIN: But the job required a degree?

MR. PEPPLER: Or similar experience.

COMMISSIONER BANJANIN: Or she represented that.

MR. PEPPLER: Yes. But there are other misstatements that she's made. I can spend -- we're at four o'clock right now, but I could spend another 40 minutes telling you about some other inconsistencies in her testimony.

Let me get to -- as you've read in the paper and I want to clarify here today, the court administrator through the Division of the Risk Management State of Florida, offered to settle her claim for 17,500. I made an offer at the mediation to settle for 22,500.

You may be asking, Well, Charlie why the heck did you do that, because the picture you're painting now seems pretty bad and seems like we would win at trial?

There's always the risk of losing at trial or incurring more money. One of the things that Janet and I discussed prior to coming down here today is, if we don't settle this case, does that mean we just sail ahead, move for a summary judgment, meaning that everything taken -- taking everything she said is true, could she prove her case in front of the jury? Then Judge Collier would then look at the deposition transcripts and all the documentary evidence and make a decision. Well, I don't think she's stated a claim here. She's out of court. He could do that. Or he could say, No, I think there's enough evidence here that a jury could rule in her favor. I can't grant your motion, Mr. Peppler. You're going to have to go to trial. That's the other way he could do it.

In either scenario it looks like I'm going to have to -- or the County Attorney's office is going to have to withdraw for Mr. Junior. That is because he is being sued for this state tort of intentional infliction of emotional stress, which alleges he acted in bad faith and intentional conduct. Under

our law -- and Janet can help me if I trip a little bit in explaining this. Under our law, state law, we can not indemnify or represent an employee or an officer who's had that claim made against them.

There's also the question of -- as you all know, Mr. Junior is under criminal indictment. I just communicated with his attorney this morning, Michael Griffin, and asked him, If his deposition is taken -- and this was a concern even before the mediation -- will Mr. Junior be pleading the Fifth Amendment? He said, You're darn right he will be. Every question he's going to plead the Fifth. The way our system of justice is, you cannot defend a civil claim and plead the Fifth at the same time. Judge Collier would more than likely enter a sanction to that or allow the jury to hear him plead the Fifth and say, You can draw an inference that the reason he's pleading the Fifth is because the evidence he would give would be detrimental to his defense.

COMMISSIONER GILLEY: But then he would have to go on the stand.

MR. PEPPLER: Yes, he can be called by the plaintiff.

COMMISSIONER GILLEY: Oh, by the plaintiff.

MR. PEPPLER: It's not like a criminal case

where you don't have to testify. He can be compelled to testify.

COMMISSIONER BARNHART: Let me ask a question about the settlement. According to this settlement it says, number one, the State will pay 17,500 and the County and Mr. Junior will pay 22,500. And number three also says, payments by Escambia County and Willie J. Junior are 22,500. Does that mean that we split, he pays 11,250 and we pay 11,250 or are you talking about the County and Mr. Junior as one?

MR. PEPPLER: As one.

COMMISSIONER BARNHART: Well, then I think the mediation should state that.

MR. PEPPLER: That's my handwriting, so...

COMMISSIONER WRIGHT: Now I'm confused. You mean the County is going to pay the whole 22,500?

MR. PEPPLER: Correct, because we're providing a defense for him at this point. If we go beyond this meeting, I don't think we can continue representing Mr. Junior and we could be saddled with his attorney fees if he prevails at trial.

MS. LANDER: Also, the other problem is that in all likelihood the other side will file a motion to disqualify the County Attorney's office from representing the County because of disclosures that

were made by Commissioner Junior when he was a Commissioner to Mr. Peppler, so that means that even if everybody wins -- and I think that there probably would be a good likelihood of prevailing on the merits, but it will cost the County more than $22,000 to prevail. However, you know, that's certainly -- if you wish to do that, we can do that.

COMMISSIONER BARNHART: When you say more than 22,000, what would you estimate the costs would be?

MS. LANDER: Probably to represent Escambia County would probably cost about $50,000, and then to represent Commissioner Junior -- and if he were successful the County would have to reimburse him for his legal fees.

COMMISSIONER WRIGHT: Why? I don't understand why.

COMMISSIONER BARNHART: Now, you're using the County and Mr. Junior, and before you said Mr. Junior and the County as one.

MS. LANDER: There are two defendants. The County is a defendant and Mr. Junior is a defendant. Now, there is a statute, there is a Florida Statute, that authorizes the County to provide an attorney to defend any civil action arising out of a complaint for damages or injury suffered as a result of any act

or omission of any of its officer, employees or agents. And unless, in the case of the tort action, the officer acted in bad faith with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property, the County can either provide a defense as the case goes along, which in most instances the County does when there are individually named defendants, or in the event the County can't represent the individual, the County hires an attorney for that individual.

Now, if they lose, that individual is responsible under this statute to reimburse the County for its legal fees. However, if they prevail in that action, the County would have to reimburse him for his reasonable legal fees. This is civil. This is a civil suit action that we have here.

COMMISSIONER YOUNG: How did we arrive at the 22,500? How did we arrive at the 22 -- or is the 17,500 for the County's part of it?

MR. PEPPLER: It's almost like tea leaves. You get a feel for what these cases are worth. A lot of it is based on really exposure to attorney fees, because I think we have some pretty good defenses. The 22,500, coupled with the 17,500 comes to 40 and if you take 40 percent of that, Mr. Williams gets 16

and Ms. Watson get 24, which is a one-year salary, and that may have been his reasoning in accepting the 40. But, you know, what Janet was saying is that one thing we have to be concerned about is winning, but paying part of the freight. If we have to cut Mr. Junior adrift for legal reasons only, we may have to reimburse him his fees.

COMMISSIONER WRIGHT: Okay, let's say the worse thing happens and both of us win -- and I say that somewhat tongue and cheek -- what's the bottom line?

MR. PEPPLER: As we're looking at it right now, we can't -- we would have to get authorization from you. Our recommendation would be that Mr. Junior would have to have separate counsel. So we would be paying at least 22,500 for separate counsel and by winning we're paying 22,500 over to a learned member of the bar here in Escambia County. But can we get back our costs and fees from Ms. Watson? No, because she's a single woman.

COMMISSIONER WRIGHT: My question is this: Let's suppose it's going to cost us 22,500 if we settle. Okay?

MR. PEPPLER: Okay.

COMMISSIONER WRIGHT: If we don't settle and Mr. Junior gets his own, he has to get his own, we have

to pay, he wins so we have to pay for that, and you say we may even not be able to -- you may not even be able to defend the County so we have to pay for that. What's your estimate of -- what's the dealt of between 22,500 and what it's going to cost in the scenario that you talked about, just rough ballpark?

MR. PEPPLER: Probably 50 to 70,000.

COMMISSIONER WRIGHT: Total?

MR. PEPPLER: Yes. We're talking about the County going full bore and taking as many depositions, filing a memorandum of law in support of the motion for summary judgment and if we lose the summary judgment, then going full bore for a trial which could last three or four days.

COMMISSIONER BARNHART: Well, with that background of what happened previously, what's you're feeling about this if we went to court?

COMMISSIONER GILLEY: I'm sorry. Answer his question first.

MR. PEPPLER: I have mixed emotions.

COMMISSIONER BARNHART: You haven't done any investigation, you said, about whether she's done this before or won or lost, it's two times or what?

MR. PEPPLER: Right.

COMMISSIONER BARNHART: Don't you think we ought

to know that before we make a decision on something like this?

MR. PEPPLER: If we hadn't settled or had the mediation conference early in the discovery period -- see the Court only gave us until about June 15th to complete taking depositions and doing our investigation. But the Court ordered us to have a mediation conference within 45 days of filing what's known as a scheduling report. So he ordered us to mediate before we had completed our investigation.

COMMISSIONER BARNHART: Can you ask for an extension to Judge Collier?

MR. PEPPLER: I could have, but from what I learned through that other suit, I think that -- you know, I don't think it's going to pan out. I think I have other ammunition I can use against her other than that other charge of discrimination.

COMMISSIONER GILLEY: My question is about the summary judgment. Do you have to give an answer about this before you go to summary judgment? So we have to turn down the mediation before you can even talk about summary judgment?

MR. PEPPLER: Yes. Right now the suit is dismissed.

COMMISSIONER GILLEY: Okay, so let me ask you

this: If you go to summary judgment, how much of the evidence do you get to show? I mean, I don't know how much about what you can talk about, so I don't know if you can bring in those external factors about former cases and discussions with physicians. I don't know what kind of evidence you can bring in.

MR. PEPPLER: I would have to complete Ms. Watson's deposition. We didn't complete it because we took it like three days before mediation. Then I would have to take Dr. Tucker, there's Dr. Sarkhoche. There's a doctor in Brewton, Alabama, where he was seeing her for mental problems before she even --

COMMISSIONER GILLEY: Okay.

MR. PEPPLER: And then --

COMMISSIONER GILLEY: So you could do that as the County Attorney, we wouldn't have to go out for that summary judgment? You're talking if we go to trial you would have to go outside?

MR. PEPPLER: Right. Until some lawyer makes a motion to disqualify our office, yeah, I could do that.

COMMISSIONER BARNHART: It seems to me that we need a longer period of time for investigation before we can make a decision on this. Is that possible?

MR. PEPPLER: Yes. To give you a short answer,

that's possible. By rejecting this mediation the Court would get us back on the calendar and we would get probably another 90 days.

COMMISSIONER BARNHART: Well, I'm just feeling, you know, there may be background here that certainly would benefit us to make a decision. Right now there's not much to look at other than 40,000 on one side and 70,000 on another.

MR. PEPPLER: Well, part of it -- we only have an hour. I could --

COMMISSIONER BARNHART: I understand that.

MR. PEPPLER: -- bring you down all the documents I've obtained, the medical records. In fact, for the mediation I prepared not only a summary letter of law on the facts, but I prepared a chronology. I prepared a chronology of what I thought were the inconsistent statements she had made during the course of the litigation.

COMMISSIONER BARNHART: What would it hurt if we took another 90 days, what would that costs us or would it?

MR. PEPPLER: That would costs us having Mr. Junior having another attorney and paying that attorney.

MS. LANDER: We cannot provide anymore

representation for Commissioner Junior. However, can we take it through summary judgment representing Commissioner Junior?

COMMISSIONER BARNHART: That's what I wonder.

MS. LANDER: I think we can. I don't think that we have to say anything that would be contrary to his interest in the motion for summary judgment. And if we could do that --

MR. PEPPLER: Well, the thing is -- I mean, the other attorney is going to fight tooth and nail a motion for summary judgment. He's going to notice Mr. Junior for deposition. Mr. Junior is going to be pleading the Fifth and will not answer any questions. That might have some bearing on what Judge Collier will do with regards to the summary judgment.

MS. LANDER: But the issue is that we're not the employer.

MR. PEPPLER: Right.

MS. LANDER: It's a question of law. We could try to take it through summary judgment. I mean, even if we turned down this proposal, it doesn't mean that you can never make another settlement proposal if things get dicey as the case wears on, as the winds of war shift in one direction or another. And we certainly don't want to create the impression that

we think you need to settle this case right now. All we're trying to do is -- one way of looking at it is just pure dollars and cents. Another way of looking at it the merits, the principles involved, is this a scam that someone is running on the County, is $30,000 or $50,000 or $70,000 worth putting off a scam or fighting it to the end, whether it's by my office or an outside law firm representing the County? I don't think it would necessarily break the budget, but we just need for you to be aware that we may have to expend some more than anticipated legal fees in order to defend this case and we might not even be able to do it personally. But we don't think that there's any compelling legal reason for you to settle this case. We're just sensitive to the financial needs of the County right now.

MR. PEPPLER: If I could add something, the other thing is, I guess, how much public exposure do you want to give to the case, because once it's known --

MR. TOUART: Believe me, it's out.

MR. PEPPLER: Yeah.

COMMISSIONER GILLEY: And if she loses, then I think that's the exposure that we would want out.

MR. PEPPLER: That's the exposure that I would

want, too.

COMMISSIONER BARNHART: The exposure is already there. I don't think there's any question about that. We have already had people come to the Board and express their feelings about it, so I think the exposure is there. I don't think it would take --

MR. TOUART: Judge Collier is going to hear this case, he's not going to recuse himself?

MS. LANDER: No.

COMMISSIONER GILLEY: He doesn't have to recuse himself.

MR. TOUART: He's a state employee, he's a state judge.

COMMISSIONER GILLEY: He's federal.

COMMISSIONER BARNHART: He's federal.

MR. TOUART: Oh, Collier. The other side of the coin here, if you do ask for summary judgment and it's not granted, can you still offer this settlement?

MS. LANDER: Yes.

COMMISSIONER BARNHART: Sure.

MR. TOUART: So we haven't lost anything.

COMMISSIONER BARNHART: That's my point. I think that -- might not do it.

MS. LANDER: The bottom line, the damages may go

up a little bit if they sense victory, but that's not where the real money is going to come on this case. The real money, realistically, is always going to be attorney fees. It costs a lot of money. Trial lawyers cost a lot of money. We are very cost-effective for the County when do things in-house and we do just about everything we can in-house. But people sometimes try to have us disqualified, either because we're too good or because there is a basis for the disqualification. We have an ethical obligation, also, to Commissioner Junior to the extent that we have been representing him up until this point and we will not breach any ethical obligation we may have to him as an individual, so we as attorneys have to be very careful, also. But as the Board of County Commissioners, if you feel that there is a principle involved and that we should proceed to defend this case, we will make sure that the case is defended.

MR. TOUART: I'll tell you what, talking about flood gates.

COMMISSIONER WRIGHT: Is it appropriate for us to express opinions at this point? I'm not sure.

MS. LANDER: Oh, you can certainly express opinions. We will go back out there and the

recommendation is -- we have to propose the settlement to you because it was a court ordered mediation and at that point you will vote it up or you will vote it down, but you can certainly continue our discussion here.

COMMISSIONER WRIGHT: Okay. Let's just talk in here. Unless George feels that the monetary issues override, I think we ought to go ahead and press ahead. I really do.

COMMISSIONER BARNHART: And do a little more investigation.

COMMISSIONER WRIGHT: I think that's going to happen, Cliff, as we go through this requesting the summary judgment.

COMMISSIONER BARNHART: That's what I mean, so we take the summary and go ahead with it.

MR. PEPPLER: Yes.

COMMISSIONER YOUNG: Where is the money coming from?

MR. TOUART: It will have to come out of the general funds. I don't know how this attorney office is run. Some attorneys don't always put money aside for litigation settlements.

MS. LANDER: We have money set aside and I have outside counsel in my budget and if it overruns the

budget, I'll come back to the Board for a budget amendment.

MR. TOUART: That's not the compelling issue. I've been doing this for long time. Of course, you're an attorney here from the state attorney's office, perhaps federal, but the bottom line is guys, what this guy has just told us, if we settle this thing, you're opening up Pandora's box. There's no secrets in county government. Don't think what happens in this room is not going to get out, because she's going to tell it. If she settles this case, they can tell her all day long, don't share. She's going -- and I'm certainly not trying to be your lawyer. I'm trying to be the administrator. But if you still have an option for settlement after the request for summary judgment, then you might want to reconsider that. But this lady is terrible. Her morals are horrible. I wouldn't call --

COMMISSIONER WRIGHT: I certainly -- my opinion is we certainly ought to at least go that far and even if the summary judgment doesn't work out, to me it's worth $50,000 to make this point.

COMMISSIONER GILLEY: I was going to say, Mr. Banjanin, you haven't said a word and you've been here the longest. Do y'all do these frequently?

Have y'all done this frequently?

COMMISSIONER BANJANIN: On this Board?

MR. TOUART: You're a lawyer, you probably have better insight than anybody else.

MR. BANJANIN: Well, I defer to our legal counsel.

MR. TOUART: Typical lawyer.

COMMISSIONER GILLEY: A good lawyer says, I'll defer. So we have to make a motion. We need to make a motion one way or the other.

MS. LANDER: Right. We'll go out in the Sunshine, but if there are anymore questions that you would like to ask here while we're out of the Sunshine, we still have a few minutes.

COMMISSIONER GILLEY: And we can't discuss this, right?

MR. PEPPLER: Well, you can, but we sort of advise you not to.

MS. LANDER: Well, you can go out and say -- it's perfectly fine for you to go out and say, for example, there's a motion on the floor -- someone can make a motion to reject the recommendation brought forth as a result of the mediation, and then a second, and then any discussion.

MR. PEPPLER: What I was making reference to was

our thought processes, our opinions.

COMMISSIONER GILLEY: No, you wouldn't want to do that. That's what I was saying.

COMMISSIONER WRIGHT: I would suggest that that part we just make a motion and second. I assume we're all in agreement, make a motion and a second. Any discussion? No. Have a vote and boom it's done.

COMMISSIONER GILLEY: I agree.

COMMISSIONER YOUNG: You can do that.

MR. TOUART: Another thought process is how long is her lawyer going to go, because I'm quite sure she's not paying him either.

COMMISSIONER BARNHART: He's probably working on a percentage anyhow.

MS. LANDER: If he were to prevail in his civil rights claim they would award attorneys fees to him, yes. Unfortunately, that's why a lot of these cases, they get settled, because people shy away from the attorney fees issue. They can't afford it. Fortunately, the County can afford to proceed on principle, but a lot of people can't.

MR. PEPPLER: Let me ask you this, since we've got six more minutes: This attorney, when I call him up and say the Board voted 5/0.

MS. LANDER: Well, we don't know what the vote

is going to be, Charlie.

COMMISSIONER GILLEY: We don't know.

MS. LANDER: We're not in the Sunshine yet.

MR. PEPPLER: That's what it sounds like.

COMMISSIONER GILLEY: Hypothetical.

MR. PEPPLER: If I were looking in a crystal ball, I would think that that was going to be the vote.

MS. LANDER: So you call him and you tell him and then what happens?

MR. PEPPLER: What if he says, Well, what money would it take to settle it?

COMMISSIONER BARNHART: I don't think we're in the mood to pass out money.

MR. PEPPLER: I just want to be able to tell them how I think --

MS. LANDER: Just that the Board wants us to proceed on the merits.

MR. TOUART: Good offense.

COMMISSIONER GILLEY: Do we need to make a motion to adjourn the special session?

MS. LANDER: No, we go back out and Ms. Young will reconvene the Board in the Sunshine and then the recommendation will be presented.

(The conference concluded at 4:26 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

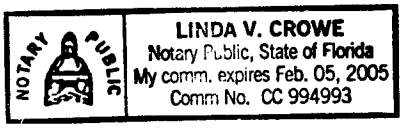
COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 39 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of November, 2003.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: CC994993
My Commission Expires: 02-05-05



MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE BOARD OF COUNTY COMMISSIONERS
HELD OCTOBER 2, 2003
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:08 p.m. – 3:09 p.m. and 4:14 p.m. – 4:16 p.m.)
(Distributed October 3, 2003)

Present: Commissioner Marie K. Young, Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, Vice Chairman, District 4
Commissioner Clifford W. Barnhart, District 1
Commissioner J. W. "Bill" Dickson, District 2
Commissioner Janice E. Gilley, District 5
Honorable Ernie Lee Magaha, Clerk of the Circuit Court
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

CALL TO ORDER/PURPOSE OF THE MEETING

Commissioner Young called the Meeting of the Board of County Commissioners to order at 3:08 p.m., and County Attorney Lander advised that the purpose of the Meeting was for the Commissioners to convene an Attorney-Client Session regarding Earnest Stanberry, Jr., v. Escambia County, Florida and Randolph Robbert, Judith Robbert, Suzanne Robbert and Kevin Hutchinson v. Escambia County, Florida, et al., and that the Meeting was advertised in the Sunday, September 28, 2003, edition of the Pensacola News Journal, with the Meeting to recess and the Board to meet in a private Attorney-Client Session, with only the following present:

Commissioner Young	County Administrator Touart
Commissioner Banjanin	County Attorney Lander
Commissioner Barnhart	Charles Peppler, Chief Litigation Attorney
Commissioner Dickson	A certified court reporter
Commissioner Gilley	

3:09 P.M. – MEETING RECESSED
4:14 P.M. – MEETING RECONVENED

MINUTES OF THE BCC ATTORNEY-CLIENT SESSION – Continued

EARNEST STANBERRY, JR., V. ESCAMBIA COUNTY, FLORIDA

Motion made by Commissioner Barnhart, seconded by Commissioner Gilley, and carried 4-0, with Commissioner Dickson out of Board Chambers, authorizing the County Attorney's Office to negotiate to purchase improvements and real property of Mr. Earnest Stanberry, Jr., located at 8719 North Orange Avenue, in exchange for the execution of a warranty deed and general release of all claims in settlement of the pending litigation.

RANDOLPH ROBBERT, JUDITH ROBBERT, SUZANNE ROBBERT AND KEVIN HUTCHINSON V. ESCAMBIA COUNTY, FLORIDA, et al.

Motion made by Commissioner Barnhart, seconded by Commissioner Gilley, and carried 4-0, with Commissioner Dickson out of Board Chambers, authorizing the County Attorney's Office to engage in settlement negotiations to bring the litigation involving Escambia County to a settlement in exchange for the Robberts' and Mr. Hutchinson executing a general release of all claims, and the giving of an easement for the expansion of an outfall structure to 60" pipe.

ADJOURNMENT

There being no further business, Chairman Young declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:16 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Marie Young
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Doris Harris
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL.

Approved: October 16, 2003

IN AND FOR ESCAMBIA COUNTY, FLORIDA.

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners conference room, Thursday October 2, 2003, at 3:13 p.m., to wit:

ESCAMBIA COUNTY, FLORIDA V. EARNEST STANBERRY
CASE NO.: 98-1706-01
and
ROBBERT V. ESCAMBIA COUNTY, et al.
CASE NO.: 00-1462-CA-01

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

CLIFF BARNHART, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
JANICE GILLEY, DISTRICT V

CERTIFIED
ORIGINAL

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR

JANET LANDER, COUNTY ATTORNEY
CHARLIE PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

LEITCH, TAYLOR & BAKER, INC.
COURT REPORTERS
113 South Alcaniz Street • Pensacola, Florida 32501
(850)434-5954 • 1-800-321-5954 • Fax (850)434-0053 • ltbinccr@cs.com

P R O C E E D I N G S

MS. LANDER: Thank you for agreeing to the meeting, Commissioners. Everything that we say in this room is being transcribed by our court reporter, Linda Crowe. At the conclusion of this meeting, she will promptly transcribe this and it will be sealed and given to the Clerk for safekeeping and no one will be able to open it until the absolute conclusion of both cases. So if it takes years and years for these cases to go through the appellate process or whatever, they will not be subject to the public records law until such time that all litigation has been completed. And at that time, anyone who wishes to inspect the transcripts may do so.

There are two cases. What the cases have in common, the Stanberry case and the Robberts' case, is that both cases involve problems with retention ponds with resulting flooding to private homeowners. The Robberts' case involved multiple homeowners and we have already settled with all of the other plaintiffs in the Robberts' case. Robberts is the only plaintiff who would not settle, represented by Lisa Minshew. The other plaintiff's were represented by Sammy Bearman and they have settled. The County has exhausted its statutory cap of $200,000 per

occurrence on this, which means that if the Robberts -- even if it goes to a jury trial and if the Robberts recover $25 from a jury verdict, we can't even pay the first $25 of that jury verdict without a Claims Bill because the cap has already been topped. But, of course, there's always the possibility that the legislature would say go ahead and pay, command the County to pay the Claims Bill. One of the advantages to settlement is that it gives you control over the amount of money that's flowing out from the public treasury.

The Robberts' case is almost ready for trial. Trial is scheduled for November. Is it November, Charlie?

MR. PEPPLER: It's been continued to April.

MS. LANDER: Continued to April. That gives us a little bit more leeway, but it's still getting very close. One of the things that motivated me to ask for this meeting was, recently in deposition of the County's expert witness, Wayne Newsom, our expert sort of tanked on us in deposition. He had previously agreed with Charlie to sign certain Interrogatories and in deposition he disclaimed the position that he had taken previously. That sort of thing can be devastating to the case, to the defense.

COMMISSIONER DICKSON: Say that again, please.

COMMISSIONER GILLEY: On the Robberts' case?

MS. LANDER: Yes.

COMMISSIONER DICKSON: Is this the one we're talking about?

COMMISSIONER GILLEY: That's Robberts'.

COMMISSIONER DICKSON: Say that again, though. Say what you just said.

MS. LANDER: Our expert that we had retained to testify on our behalf in engineering matters in court, when he had his deposition taken he equivocated to the point where his testimony is essentially worthless at this point.

MR. PEPPLER: Let me just -- if I could just add to what Janet is saying. If you look at this topo, colored topo, the pond -- you will see the pond here at the bottom, and originally, when the subdivisions were put in, there was no pond and the property shown by the red block was owned by John and Erisa Baines and they were complaining to the County Commissioners, your predecessors, in the mid 1980s that, Hey our property is still flooding. These private developers aren't doing anything about it. So the County says, Well, you know, you comply with our ordinances. You're going to have to put a pond

in there. And a pond was constructed without an outflow structure. In other words, an outflow structure is sort of like a safety valve. When it gets to a certain point, the water would then proceed down this pipe into Man-O-War Circle and then down this other pipe to what's shown here as Eleven Mile Creek, which is in actuality a branch of Eleven Mile Creek and this is actually called Ten Mile Creek.

During the time that the developers were getting ready to transfer the infrastructure, including the ponds and the roads, over to the County, the flooding problem hadn't been solved. So the County says to the developer, Well, design an outfall structure that will hold a 25-year, 24-hour storm, which was our design criteria at that time. And Bob Ward, who was the developer's engineer, did that using a 36-inch pipe.

In the meantime, our county engineer at that point said to Joe DeStefano, who was one of our engineers in the department, Look this over and tell me if you think this is appropriate. And Mr. DeStefano looked it over and said, No, I don't think a 36-inch pipe is appropriate, I think a 48-inch pipe is appropriate and, by the way, while we're at it, I want to put a dam up here in the top of the topo for

the blue pit, because I want to slow down the water as it comes down through the subdivision and heads its way down -- you will see this other pipe goes down Windmill Road and then ends into the pond. And DeStefano's reasoning was, Well, the reason we have to do that is because we're also going to be getting water coming into this pond. This pond, also, when it reaches its maximum capacity, would then flow down the street into the pond directly north of the Robberts' property. So we need this 48-inch pipe.

COMMISSIONER BARNHART: Where is the Robberts' property?

MR. PEPPLER: The red block.

COMMISSIONER BARNHART: The red block is the Robberts' property.

MR. PEPPLER: It was previously owned by the Baines. The Baines complained in the mid 1980s. We did something about it. We required the developers to put in the 36-inch pipe, though, we rejected our own engineer's recommendation, who was hired -- was a employee of the County, Mr. DeStefano, as far as the 48-inch pipe.

Now, Wayne Newsom, after the flooding took place in March 8th, 1998 -- there was that big rainstorm that hit southwest Alabama, and then after Hurricane

Georges hit the area in September 1998 -- was hired by the County to do the Eleven Mile Creek Drainage Study. In August of 1999, he completed his study and he recommended, just like Mr. DeStefano did, a 48-inch pipe coming from the pond and in order to insure that the pond would never -- or not never, but in the event of a hurricane, could handle a hurricane, which is normally a 100-year storm, we can put in a 60-inch pipe. That was part of his recommendation. Now, Mr. Newsom was retained, as part of that drainage study, and asked by me, Look, I'm not asking you to defend the pond the way it's sized. All I'm asking you to do is tell me that back in 1990, when the County had two choices, you could have gone with Mr. Ward's calculations of a 36-inch pipe or you could have gone with Mr. DeStefano's calculations of a 48-inch pipe, Mr. Newsom, just tell me: Was that a reasonable choice on the part of the County? And he said, Yes. That -- that -- based on -- hopefully, that won't go on the record as a sheep mooing or something -- that based on what we knew back in the 1990s, without computer modeling, it was appropriate to use a 36-inch pipe? And that's all I wanted Mr. Newsom to say or that's what he was willing to say.

Come time for his deposition, he totally backed off that position. He even gave testimony that, you know, with DeStefano reviewing the calculations, the County should have picked Mr. DeStefano's calculations. Ms. Minshew asked him, you know, What is the size of this pond? What kind of storm could it hold now? He said, Well, I don't see it holding more than a 10-year storm. That means a storm that happens in any particular year, 10 percent of the time. Whereas, before he was saying, Well, you know, it was reasonable for the County to go with Ward's calculations.

I mean, after the deposition, I talked to him in a spirited manner in the parking lot and I said, Hey, why did you say that when you told me something different? And he was backing and filling and said, Well, yeah, I think I can agree to the way the Answers to Interrogatories were originally framed. But still, the damage is done. He's given one statement under oath and even though he'll retract it, I mean, he's still subject to the jury looking upon him as if he just changed his mind depending on which attorney talks to him the last.

So that's -- you know, that was one of the reasons why we wanted to meet with you, to let you

know that we really don't have a good shot at impressing upon the jury that we had two reasonable choices. We may have gone with the choice that didn't work out in hindsight and we have Wayne Newsom here, who did the 1999 drainage study, and has no reason really to go on either side, either the County's side or the plaintiff's side, saying it was reasonable for the County to go with the design of the 36-inch pipe. But that is pretty much out the window now. The other --

COMMISSIONER BARNHART: Let me ask you a question. Did they use the 36-inch pipe?

MR. PEPPLER: Correct.

COMMISSIONER BARNHART: That's what they put in?

MR. PEPPLER: Right.

COMMISSIONER BARNHART: And it didn't handle the situation?

MR. PEPPLER: Right. Apparently, it won't handle even a 25-year, 24-hour storm, which is what our ordinances call for.

So we wanted to bring up -- and then, help me on this Janet as far as, you know, what proposals or what options we have for your consideration.

MS. LANDER: Some of you may recall -- Commissioner Banjanin, you may remember Mrs. Robberts

came and spoke to the Board years ago. She contracted hepatitis after the storm; do you remember?

COMMISSIONER BANJANIN Yes.

MS. LANDER: That's the case that we're talking about. There was a ruptured sewer main and the sewage floated from the main into the retention pond and from the retention pond into the Robberts' living room, and probably as the result of the exposure -- is it Type A Hepatitis that she contracted?

MR. PEPPLER: Right.

MS. LANDER: She contracted Type A Hepatitis and more probably than not it was a result of the exposure to the raw sewage. Now, she's not -- her liver isn't too badly damaged. The damage that she claims on that is that she will always test positive for the Hepatitis A antibody, but there are damages, clearly.

COMMISSIONER GILLEY: Whose sewer line is it?

MS. LANDER: It was ECUA's sewer line.

COMMISSIONER GILLEY: I mean, so how does that make us responsible for the sewer? I understand the holding pond, but, I mean, they obviously contributed to the capacity in the holding pond.

MS. LANDER: Some people argue we diluted, our

holding pond diluted the coliform bacteria so that she didn't get as many as she would have gotten, but the point is they were damaged as a result of fact that the holding pond could not even keep enough water in there for a 25-year event.

MR. PEPPLER: In other words, if the holding pond hadn't overtopped --

MS. LANDER: None of the sewage --

MR. PEPPLER: -- the sewage wouldn't have reached her.

COMMISSIONER GILLEY: But the point I'm saying is, that the sewage contributed to the capacity of the pond. I mean, was it just all solid, there was no fluid?

MR. PEPPLER: It was like -- the way the ECUA repairman described it -- no, it was watery.

COMMISSIONER GILLEY: That's what I'm saying, it contributed to the --

MS. LANDER: What was the volume?

MR. PEPPLER: The way he explained it, it came to the pipe and it was like a spray coming out of the gasket. The only thing he did was just clamp down the gasket and that solved the problem. It wasn't like it was a broken pipe and you could see this flood of sewage coming out.

COMMISSIONER GILLEY: So they're not party to this?

MS. LANDER: No.

COMMISSIONER GILLEY: I don't understand why they're not party to this?

MR. PEPPLER: Well, they can't -- see, once we paid out -- like Janet said, once we paid out the 200,000 to the property owners -- see Ten Mile Creek overflowed its banks, so we paid out to them a $200,000 settlement.

COMMISSIONER BARNHART: To who?

MR. PEPPLER: To the property owners along --

MS. LANDER: They all sued us. The whole neighborhood sued the County.

MR. PEPPLER: I think there's one up here, up on Man-O-War Circle, that's not abutting the creek that we paid, as well. But that $200,000 cap applies to any government agency, so you can't say I'll get 200,000 from Escambia County and I'll get $200,000 from ECUA for the same event.

MS. LANDER: This is a very sympathetic witness. This lady comes forward and she would play well to a jury. The bulk of the damage isn't that it's related to hepatitis. That's just icing on the cake.

MR. PEPPLER: There's repairs to the house.

They're claiming that the house is valueless now.

MS. LANDER: And there's some interesting glitches here, too, more plot twists, stay tuned. They're in foreclosure. Their appraiser came forward and testified that the present value of their property is zero dollars, so they've decided that they're not going to pay their mortgage anymore, so the bank is going to foreclose on the mortgage in November and then it will go up for auction on the courthouse steps. We actually discussed, Charlie and I, and we're discussing it with you now, we're almost hesitant to even ask, because it's so in politics, but it's your choice whether you want us to bid, have a representative of the County there to bid at the foreclosure sale.

COMMISSIONER GILLEY: Can we buy it and give it back to them?

MS. LANDER: We can buy it and do whatever we want with it, but that won't make the lawsuit go away. That would just give us some control over the parcel. What we need to do is put in a bigger pipe. That's the only way to do anything that will help this parcel. The Robberts will not give the County an easement. We've offered to purchased an easement between their property and the house next door and

they absolutely refuse.

Now, we can condemn the easement through imminent domain. We can do all kinds of things. We've talked to Richard Duane, your county engineer. He doesn't really need the property. An easement is really all that he needs. So we wouldn't condemn more than the amount of space necessary to put in a larger pipe, if we go that route. But there will still be some damages.

The first choice that we would like to explore with you, there are two other codefendants. Connell & Manziek is being sued, as well as the prior owners, for not disclosing that the property had been flooded before and that there was some danger from the retention pond and so they are, I guess, suing for damage and/or recision. I don't know what their cause of action is.

MR. PEPPLER: Just damages.

MS. LANDER: Just damages, okay. So there are three defendants.

COMMISSIONER GILLEY: What's the name of the previous owners?

MS. LANDER: Baines.

COMMISSIONER GILLEY: I mean, what are their --

MR. PEPPLER: John and Erisa Baines.

COMMISSIONER BARNHART: What is the value of the property now?

MS. LANDER: According to their appraiser, zero. But what does Chris Jones value it at for tax purposes?

MR. PEPPLER: Well, they bought it for 110 in 1997, 110,000.

MR. TOUART: How much property is there?

MS. LANDER: It's an average -- what is it, a quarter acre lot?

MR. PEPPLER: Yes.

MS. LANDER: Average subdivision size.

COMMISSIONER DICKSON: What are you proposing?

MS. LANDER: The first option that we would like to explore -- we have no control over it ultimately, these are just offers that we can make -- is for Charlie to get together with the other two codefendants and if the other two codefendants each offer to put in $50,000, that the County contribute $50,000, and that way they would not have to go and get a Claims Bill from the legislature, so that would save them some money and then they would have a total of $150,000. They could redeem their mortgage. We would also like them, as part of that settlement, to give us the easement so that we can fix the problem

and restore stability to the area from the stormwater perspective.

COMMISSIONER DICKSON: You're saying that the county would put up 50 of the 150, but I thought we were at our cap?

MS. LANDER: Well, we are. You cannot be judicially ordered to pay in excess of $200,000. You can pay. We're self-insured. You can do more, if you want.

COMMISSIONER DICKSON: So we just voluntarily --

MS. LANDER: Yes.

COMMISSIONER DICKSON: I just want to make sure I get it right.

COMMISSIONER BANJANIN: When they put in the 36-inch pipe, didn't they get an easement to do that?

MR. PEPPLER: There was an existing utility easement.

MS. LANDER: There is, it's four feet. It's inadequate for us to do anything more.

COMMISSIONER GILLEY: You can't put a 48-inch pipe in that four feet?

MR. PEPPLER: It's 60.

COMMISSIONER GILLEY: Oh, yes, it is. So you need at least five feet and we only have four.

MR. PEPPLER: Actually, engineering recommended

20 feet.

MS. LANDER: You've got to get in there with your backhoes and...

COMMISSIONER DICKSON: So that's one option. Do we have a backup option? Is there another one?

MS. LANDER: What's option number two there, Charlie?

MR. PEPPLER: Option number two would be to condemn an easement, you know, through imminent domain procedures, and then place the 60-inch pipe in there.

COMMISSIONER DICKSON: But that still doesn't get us out of the lawsuit. All that does is get us a place to put the pipe.

MR. PEPPLER: That forecloses any future liability in case Hurricane Larry forms and comes up the coast.

COMMISSIONER BARNHART: And it also causes a negative feeling, that we've gone in and taken advantage of them.

MS. LANDER: We could make another offer to purchase the easement just to have it on the record so that if they are damaged again, we'll have that as an affirmative defense that we made every effort to correct the problem. The County, therefore, has

satisfied -- we have an obligation under the law to either correct it or warn.

COMMISSIONER BARNHART: Has it been discussed in any way at all with the other two parties of their feelings towards this at the present time?

MS. LANDER: Charlie has not been able to.

MR. PEPPLER: I haven't gotten any firm feelings from them, but, you know, after a round of deposition taking took place in the past two weeks, no one's expert really withstood cross-examination by the other party. See Mr. and Ms. Baines have a claim for punitive damage against them brought by the Robberts, because the Judge was convinced that there was some fraud involved and the claim for punitive damages should be decided by the jury, so that attorney has some motivation to try to settle, because he wants to reduce exposure to his clients for punitive damages. Connell & Manziek is a well-known real estate agent. I think they're insured and, of course, insurance companies look to diminish their losses whenever possible.

COMMISSIONER DICKSON: If we do nothing and we just let it take its course through the court, we stand to lose more, substantially more, depending on what the jury comes up with?

MR. PEPPLER: There also might be a parting of the ways. Right now the defendants are sort of traveling together, but from what the expert retained by the Baines is saying, he's sort of coming on-line that the pond was pretty inadequate so now, not only would I be fighting an employee of ours, as far as how the pond was sized, I would also be fighting with an expert retained by the other side, so, you know, their -- it may be that I have to move for a separate trial, that the County be tried separately from the other two codefendants, because we have antagonistic defenses. In other words, they're going to be putting on testimony that it's the County's fault for allowing this pond to operate in the beginning and I'm going to be pointing the finger back to them, No, it's because they didn't disclose properly that our, you know, inadequate pond flooded.

COMMISSIONER BARNHART: I think if you get out of it with $50,000, that's cheap.

COMMISSIONER YOUNG: I'm trying to find out the role of the Baines. You said the Baines owned the property?

MR. PEPPLER: They sold it to the Robberts.

COMMISSIONER GILLEY: But they didn't tell them about the flooding that happened before.

MR. PEPPLER: That's what the Robberts are claiming.

COMMISSIONER BARNHART: I think that if you can get the other two to go along with you at 50,000, that's awful cheap and we're out of it and we get the right-of-way and everything is finished.

COMMISSIONER BANJANIN: The real question is whether Lisa Minshew --

COMMISSIONER GILLEY: I was just fixing to say that, that's the --

MR. TOUART: I tell you she's --

MR. PEPPLER: They're involved in the codefendants.

COMMISSIONER GILLEY: So let's say that option one, everybody seems to think option one is okay, the 50,000 and get the easement. That's part of it.

But option two -- have you seen it? Do we have pictures of this house?

MR. PEPPLER: Yes.

COMMISSIONER GILLEY: Could you live in it? Is it habitable?

MR. PEPPLER: Yes, they're living in it right now.

COMMISSIONER GILLEY: Okay. What happens if they don't take option one and we suggest option two,

which is we bid on the house, which means then we control the property, which means we then do the work that we need to improve it, but we do it in the way -- how old are these people? And let them live there.

MR. PEPPLER: They're young people in their 50s.

COMMISSIONER GILLEY: That's what I mean? Does it hurt us to let them -- I guess we have liability, though, if we let them live in the house that we own.

MS. LANDER: Yeah. One thing we haven't talked about is, rather than bid on it, to offer to -- we could just wait and see what happens. If the bank forecloses, then we can ask the bank to give us an easement to replace it and it pretty much caps the Robberts' damages at the difference between what they paid for it and what -- well, actually, what would be the measure of damages if it goes into foreclosure, Charlie?

COMMISSIONER BANJANIN: Damages for what?

MR. PEPPLER: There would still be the loss of value for their property.

COMMISSIONER BANJANIN: Well, they're going to have a deficiency judgment against them.

MS. LANDER: They could.

COMMISSIONER BANJANIN: I don't think anybody is

going to pay $150.

MS. LANDER: They could, but against the County. They paid $110,000 for the property. It's currently valued at zero. They may owe the bank money on it. All these will be factored into the damages that they could go after, but they're not going to get 150,000 for it, so maybe the three-way, maybe it will fly.

COMMISSIONER GILLEY: That's what I'm saying, the first one sounds like the best idea.

COMMISSIONER BARNHART: Well, I think we ought to try.

COMMISSIONER GILLEY: But we need to have a plan B, though, if that one doesn't work, because I think Tom is right about Ms. Minshew. I mean she probably has --

COMMISSIONER BANJANIN: Yeah, how much is she asking?

MR. TOUART: It's 150 bucks.

MS. LANDER: Well, she can't have more than 25 percent. Under the statute, she can't have more than 25 percent of the recovery in attorney fees.

COMMISSIONER BANJANIN: I mean, what is she asking for in settlement?

MS. LANDER: She won't give you a number.

COMMISSIONER BANJANIN: That's what I mean, how

much is her complaint for?

MR. PEPPLER: It's unspecified. Probably what she's looking at, she's probably looking at -- she's probably looking at a total figure of around 200.

COMMISSIONER BANJANIN: That's what I'm thinking.

COMMISSIONER BARNHART: Well, why don't try this and if she doesn't accept it, come back and let us know?

COMMISSIONER YOUNG: Right. Would that include her fee?

MR. PEPPLER: Yes.

MS. LANDER: Yes.

COMMISSIONER YOUNG: A 150,000 in fee.

MR. PEPPLER: No, 150,000. She can get 40 percent against the other codefendants. She can only deduct 25 percent of the amount.

COMMISSIONER DICKSON: You said that the person that appraised the property was their appraiser, right?

MR. PEPPLER: Right.

COMMISSIONER DICKSON: Well, obviously, they're going to get -- if I tell somebody to go out and appraise something, I'm probably going to say, Hey, I hope you come in with a figure. You know what I'm

saying? I mean, we might go out and have it appraised and our appraiser may say, Well, I disagree with that. I think it's maybe still worth 110. I don't know.

MR. PEPPLER: Right. In fact, that's what -- I have been talking to Terry Hoffman, used to be partners with Mr. Swaine, who I think is on the Planning Board, and Jane Belmont, and he was telling me he doesn't see where that property is valueless and that he would willing to act as an appraiser for us.

COMMISSIONER GILLEY: Especially not in that area. Even if that house is gone, that property is not worth zero. I mean, I think it's a terrible situation. We need to try to do something.

COMMISSIONER BARNHART: I think we ought to take the first option and try it and go along with it and see what happens and then go back.

MS. LANDER: Then, if that doesn't work, we'll come up with another plan and bring it back to you.

COMMISSIONER BARNHART: That's right.

MR. TOUART: Okay. The other thing you've got to ask the Board, in my opinion, is how long -- number one, how long you give her to accept this offer, because if, in fact, she accepts the offer,

you can probably stop this foreclosure, so if you give her, say, 30 days. And the banks understand that, they will prolong that foreclosure. They don't want the house. They want their money. So y'all have to tell Janet how long y'all want --

COMMISSIONER GILLEY: Yeah, can we do that?

MR. PEPPLER: Yeah. I mean it's scheduled right now. The sale is scheduled for October 20th.

COMMISSIONER GILLEY: I mean, that looks like we're trying to help out the homeowners and trying to keep them from going through foreclosure.

COMMISSIONER DICKSON: We've got to make sure we get the easement to put the pipe in, too.

MR. PEPPLER: Right. That would be part of it.

MR. TOUART: Well, foreclosure is going to ruin their credit.

COMMISSIONER BARNHART: Give them 30 days.

MR. TOUART: That's up to y'all. That's what Janet has got to hear or Charlie's got to hear from y'all.

COMMISSIONER BARNHART: I think 30 days.

COMMISSIONER GILLEY: Well, let's say the end of November, so that would be 60 days, right? You said they were going to foreclose in November?

MS. LANDER: Actually, it's October.

COMMISSIONER DICKSON: October 20th.

MR. TOUART: But don't you think if the bank thinks we're in real negotiations they would possibly hold off on foreclosure?

COMMISSIONER BARNHART: Well, if they thought they were going to get their money they would.

MS. LANDER: Actually, I think that this is what's going to happen. The pressure of the foreclosure will probably force the plaintiffs to respond before the date of the foreclosure, so we can hold it open, but what the bank does, the bank does.

MR. TOUART: Which bank is it?

MR. PEPPLER: It's Countrywide Mortgage Company.

MR. TOUART: Oh, they've sold the mortgage to somebody. That's who's got mine.

COMMISSIONER YOUNG: Janet, what about Lisa's fee? You know, sometimes if you give 150,000 and they've got to pay the fee out of that, is that going to be enough to recoup?

MS. LANDER: Well, they will have to pay 25 -- she'll get 25 percent of the County's 50 and then she can get more of a percent, whatever agreement she has with her clients, and apply to Connell & Manziek and the Baines, because the statute doesn't apply to her fees to them, they're private persons. But when you

sue the County, under 768.28, she's limited to -- what's 25 percent of --

COMMISSIONER GILLEY: It would be about 55,000.

COMMISSIONER BARNHART: She's looking at $55,000, 25 from us.

MR. PEPPLER: Well, it would be 12,500 from us, 25 percent of 50.

COMMISSIONER GILLEY: 52,500 is what she would -- 52,500.

MR. TOUART: So that gives them roughly 100 grand.

COMMISSIONER DICKSON: Plus, they get the house and we get a drainage ditch.

MS. LANDER: And we fix it.

COMMISSIONER BARNHART: She's happy. She gets 50,000.

MS. LANDER: Then their house has value.

COMMISSIONER GILLEY: They're only happy if they're not expecting a million, and that's what I'm saying and, I mean, that's not our fault.

COMMISSIONER BARNHART: Right now they're in a position they're going to lose everything.

MR. TOUART: They don't want a foreclosure nowadays, I can tell you.

COMMISSIONER GILLEY: I think that's reasonable.

I mean, it's a terrible situation, but it tries to help resolve the --

COMMISSIONER BANJANIN: I think it's worth a try, but I don't know about the attorney. Isn't she the one that won that big --

MS. LANDER: Stanberry, yes, that's part two.

MR. PEPPLER: That's the next one coming up.

MR. TOUART: Stay tuned.

COMMISSIONER BANJANIN: Well, it's worth a try.

COMMISSIONER DICKSON: The worse that can happen is they come back and say no.

MS. LANDER: Right. We will try that. When we reconvene in the Sunshine, we'll give you a motion for one of you to authorize the County Attorney's Office to negotiate. Now, Charlie doesn't want you to put the amount in, so we're going to have to bring it back to you, but just to authorize us to negotiate a settlement in conjunction with the other defendants.

COMMISSIONER GILLEY: Can we say something that's related to the fact that we are concerned about the pending foreclosure or is that too sympathetic?

MS. LANDER: I wouldn't go beyond the -- because Charlie can play that in the deliberations. He'll

definitely play that up.

Stanberry, is little farther along, but it's basically the same type of case. We've got a situation where you've got a home adjacent to a retention pond. The retention pond, when the County built it, was inadequate. It didn't come up to our standards even at that time. The reason being that we didn't have enough room to make it as big as it needed to be. It did improve the situation for the residents in the area, but Mr. Stanberry is at the low point in the subdivision. He is about four inches over the top of the retention pond, so he has an extremely high likelihood of flooding. The reason that he hasn't flooded this year is because they did some channelization on the pond and, apparently, it has increased the capacity more than anyone thought it would. Art Meade has done some work out there.

Richard went out the other day with Wayne Newsom to see if there was a way that we could berm Mr. Stanberry's --

COMMISSIONER DICKSON: Wayne Newsom? He's our expert witness?

MR. PEPPLER: He didn't say that. Wayne didn't say anything.

MS. LANDER: Wayne, the same guy. To see if

they could berm the backyard of Mr. Stanberry, because in Phase Three of the Regional Stormwater Retrofit that the County is spending millions of dollars for in the Ensley area, Phase Three will involve Mr. Stanberry's subdivision, but Phase Three isn't even funded yet, so that will come from the next LOST funding. So meanwhile, our concern is, okay, it's possible that he's going to flood again. He's going to be right back at square one, so what can we do about that in the meantime?

But we can't berm it. Richard said he does not need -- we thought about offering to purchase his property, but Richard does not need all that property for the expansion of the retention pond and with imminent domain you can never take more than need, so we would have a hard time establishing that we needed to condemn the entire parcel. So he's fairly comfortable that for now he's going to be -- Stanberry is going to be okay.

So what we would like to do, though, is -- here's the risk that Mr. Stanberry faces in continuing the lawsuit. Oral argument was held a few weeks ago before the First DCA. The judges had some very interesting questions for Charlie that suggested that they didn't think that Lisa had properly proved

her damages in the jury trial that wound up with a $600,000 verdict that was subsequently reduced by the judge to --

MR. PEPPLER: 260,000.

MS. LANDER: -- 260,000. So Charlie got the impression from the panel's questions that it's possible that they may order it retried just as to damages. And the most that we think are awardable in a new trial for damages would be how much, Charlie?

MR. PEPPLER: Well, that's the property damages for the house and the house has actually increased in value from when it was appraised in '94 and '72. In 1997, it was at 82,500, and that's subsequent to when the flooding took place on November 1st of 1995.

MS. LANDER: So it's either the decrease in value or the cost of repairs.

MR. PEPPLER: Right, so if all of her experts are saying the property can't be repaired, therefore, all you're entitled to the loss in value, which they haven't shown. That's what the judges were saying, Ms. Minshew, You haven't shown there has been any loss in value. And you just can't get -- like in an insurance policy, you just can't get the jury to award you replacement cost, because they hadn't brought in testimony that it would cost around

339,000 to build a whole new house, and the judges were saying -- without really saying it, they're saying this isn't a homeowner's policy. I mean, you have certain rules of damages and you haven't followed them. So I think what the judges are saying is, County I don't like your arguments, but I don't like Ms. Minshew arguments as to property damages, so I think I'm going to throw that out and make you retry that. Or they may say you haven't proved it at all and you can't recover any property damages.

MS. LANDER: Or they may say sovereign immunity precludes them from recovering.

MR. PEPPLER: Correct. And I was just giving you my gut instinct that based on their questions of me, they weren't too thrill with our sovereign immunity defense.

MS. LANDER: So let's assume they're going to let some damages in. There's already a $40,000 verdict for personal inconvenience, personal damages, personal injury?

MR. PEPPLER: Right, it's 10 plus -- 35,000.

MS. LANDER: Thirty-five thousand, that's a given.

COMMISSIONER BANJANIN: In addition to the 270?

MS. LANDER: Well, the other verdict is out

because we have to wait. The Court is either going to say --

MR. PEPPLER: It's 225 for property damages.

MS. LANDER: That includes everything, right?

MR. PEPPLER: The 225,000 for property damage, 35,000 for personal injury.

MS. LANDER: So that brings us to 240.

MR. PEPPLER: No, 260.

MS. LANDER: Okay, 260. Thank you. All right. I'll get these figures straight. But the personal injury damages, they will remain no matter what, because we're not seeking to have another trial on that. So that's a given.

The risk that Lisa takes in refusing to settle -- now, what we can do is we can offer Mr. Stanberry the limit. We can offer up to 100,000 per individual, per claim, 200 per occurrence. We didn't pay anything to Mr. Shannon who lives next door. The jury came back with a zero verdict on that case, so there's still another 100,000 and someone else could come by with, but the statute of limitations has run. But as to Stanberry, the maximum that the County can be ordered to pay, without a legislative Claims Bill, is $100,000. We can offer them that and Charlie can point out that, Look, Mr. Stanberry, you have the

possibility that the Court will order a new trial on the property damages, in which case you will have to prove how much your property was devalued after the flood, as opposed to before the flood, because you can't repair it. But if you can't prove any devaluation, that means you can't prove any damages, and all he would be entitled to would be the personal injury damages. So there's a certain risk for him to go to another trial, whereas, he would be guaranteed 100,000 without having to go through all the rigmarole of another trial. But because the damages -- we don't feel that a higher offer would be appropriate, because we just don't see that the damages are that high.

Have you worked these figures, Charlie?

MR. PEPPLER: As to what our maximum exposure would be?

MS. LANDER: You mean if we win or if we lose?

MR. PEPPLER: Yeah.

MS. LANDER: Well, if we lose, but what damages do we think are provable and that there wouldn't be any point in appealing it anymore.

MR. PEPPLER: Well, the way we attacked this was, you know, we felt it shouldn't have gone to the jury anyway, so if the judge feels that the only

claim that Stanberry has is the fact that the pond was negligently maintained -- in other words, there is some testimony that we didn't go in and scour it out the way we should have and we didn't maintain the pumps in a proper manner -- then the amount of damages based on what we know now, it would be -- just like Janet said, they haven't shown any loss in value and there may be some damages about, you know, pain and suffering or annoyance and sickness. So it could be a maximum around 35,000, but, you know, I'm pretty sure she's going to come up with an appraiser that's going to say that the property had been devalued in some amount, so we're talking probably 70 to $75,000.

COMMISSIONER DICKSON: Does that include -- the 100,000, does that include Minshew's fees, also.

MR. PEPPLER: The only way she can get fees is if she made another what's known as a proposal for settlement under the statutes and the jury awards more than 100 -- more than 25 percent of what she's asked for and -- you know, right now she's entitled to attorney fees beyond the 25 percent under the statute because she did file a proposal for settlement and the jury awarded more than her proposal, which was around 70,000. The jury awarded

600 and then came down to 260, so she's entitled to attorney fees around $43,000.

MS. LANDER: But that will come out of the 100.

MR. PEPPLER: Right.

COMMISSIONER DICKSON: That comes out the hundred.

MR. PEPPLER: If we win --

MS. LANDER: She can only get 25.

MR. PEPPLER: She can only get 25 percent, and then her own client has to pay that.

COMMISSIONER BANJANIN: It appraised for 80,000 after the damages?

MR. PEPPLER: 82,500.

COMMISSIONER BANJANIN: After the damages?

COMMISSIONER GILLEY: Let me ask you this: You say you don't dispute the 35,000, that's pretty much done. That only leaves us 65,000 we're talking about between that and the 100,000 that we statutorily are capped at, so how much is it going to cost us to keep fighting?

MS. LANDER: Nothing, because we're salaried employees. We only pay the costs of experts and depositions.

COMMISSIONER GILLEY: Well, let me ask you this: Didn't you just say that they will start talking

about how we aren't maintaining those things properly and stuff like that? Don't you think that makes other people's wheels start turning?

MS. LANDER: Well, there is some indication that even if the pumps were working, it would not have made any difference, because the pumps don't pump out that fast anyway. The pond is working very well now and it has increased capacity because they did some rechannelization. I don't know what else we can do except hope that we don't get any catastrophic storms between now and Phase Three, when the Ensley drainage project will go and be completed.

COMMISSIONER GILLEY: Well, how long have you been dealing with this one?

MS. LANDER: Since '97, '98.

MR. PEPPLER: About '98. See, one of the other proposals we were going to at least talk to you about was purchasing the property, but, you know, after talking with the engineering department, they said, Well, we don't really need the property to operate this pond.

COMMISSIONER GILLEY: But that would cost more anyway because you're going to pay them the 35, because you already owe it, and the appraisal was around 80, so that's over 100, and we're better at

100, if they will take it. I mean, this is a gentleman that has come to us several times and said, Y'all just make an offer. I mean, if we just make an offer --

MR. PEPPLER: But I think he's not really being --

COMMISSIONER BARNHART: But she is --

COMMISSIONER GILLEY: But we make the offer. It's the same situation.

MR. PEPPLER: But I don't think he's really being precise in what he's saying. He's saying he wants the County to pay the 260.

COMMISSIONER GILLEY: Oh, I understand that, but we can't.

MR. TOUART: He wants 600.

COMMISSIONER BANJANIN: I remember him saying the last time 600.

MR. TOUART: Emphatically.

COMMISSIONER BARNHART: What are you suggesting right now on this?

MS. LANDER: What's our first option?

COMMISSIONER BARNHART: Well, let's not have too many options.

COMMISSIONER DICKSON: Let's jump right in there with an option.

MR. PEPPLER: We were thinking about recommending that we purchase the property, you know, at its fair market value, in exchange for a warranty deed and general release of all claims.

COMMISSIONER BANJANIN: What's the estimate of what it would be worth?

MS. LANDER: We would have to get an appraisal.

COMMISSIONER BANJANIN: Do you have any comps in the area? What do the houses generally sell for?

MR. PEPPLER: Well, in 1997 it was 82,500. It's probably pretty close to 100 by now.

COMMISSIONER BARNHART: For $100,000 we get the property and that's it.

MS. LANDER: Well, we can offer him $100,000 and he keeps the property.

COMMISSIONER BARNHART: He keeps it?

MS. LANDER: Yes.

MR. PEPPLER: Because this an ancestral home for him. It was given to him by his dad in '65, I think, when he was 16 years old or something. I really don't see him giving up his property.

MS. LANDER: Well, we can ask. I don't think --

COMMISSIONER GILLEY: I don't think that's very nice. That sounds terrible. I'm sorry.

MR. TOUART: It's not neighborly, is it?

MS. LANDER: One of the things we're concerned with is reflooding. We're a little bit concerned about it happening again and they can't protect him.

COMMISSIONER YOUNG: You know, talking to him and listening to him, $100,000?

COMMISSIONER BANJANIN: You don't think he'll take it?

COMMISSIONER YOUNG: No.

COMMISSIONER GILLEY: It doesn't matter. The point is that we've extended the olive branch and right now it looks like we're not even extending an olive branch, so, I mean, it probably ultimately won't matter what our olive branch is.

MR. PEPPLER: Since we're in the shade, one of the things that neither Janet nor I could talk about, you know, when he would come up with these things in the meeting --

COMMISSIONER BARNHART: Well, let me get this straight. You're going to offer him 100,000 and also give him the house, he keeps the house?

MS. LANDER: Yes.

COMMISSIONER BARNHART: So we're just handing him $100,000. What do we get in return?

COMMISSIONER DICKSON: We get him off our back.

COMMISSIONER BARNHART: Okay, other than that.

COMMISSIONER GILLEY: I see what you're saying, though. What he's saying, though, do we get a commitment that if it floods again we have no liability?

MS. LANDER: No.

COMMISSIONER BARNHART: That was my point.

MR. PEPPLER: We don't.

MS. LANDER: No.

COMMISSIONER GILLEY: Janet, says we can't do that. I didn't know that.

MR. PEPPLER: Unless we purchase the property.

COMMISSIONER BARNHART: Well, okay.

COMMISSIONER BANJANIN: Maybe we should just buy it.

MS. LANDER: What we wanted to do was purchase it or condemn it. If we condemn it we still have the other aspect of the damages. I would rather purchase it.

COMMISSIONER BARNHART: Don't condemn it. That makes us the big bad wolf. Let's buy the damm thing and get it off our back.

COMMISSIONER BANJANIN: And turn it into a park, a neighborhood park with swings on it.

COMMISSIONER BARNHART: Whatever.

COMMISSIONER GILLEY: Name it after his dad.

COMMISSIONER BANJANIN: And name it after his dad.

COMMISSIONER BARNHART: But just to give him $100,000 doesn't really --

COMMISSIONER DICKSON: What were you going to say? You said, In the...

MR. PEPPLER: I just want to correct the record in the shade, because we couldn't say --

COMMISSIONER BANJANIN: In the dark.

MR. PEPPLER: Yeah, in the dark. What we couldn't say outside is that we have offered Mr. Stanberry $100,000.

COMMISSIONER BARNHART: You have?

COMMISSIONER BANJANIN: Already?

MR. PEPPLER: Through his attorney and the mediation through the District Court of Appeal.

COMMISSIONER DICKSON: They turned it down.

MR. PEPPLER: Yeah.

COMMISSIONER BARNHART: Well, then that's not an option.

COMMISSIONER GILLEY: How come we can't say that publicly?

MR. PEPPLER: So now we're in a situation where we've thrown Ms. Minshew back on her heels a little bit, because the judges have said, Hey, this property

damage claim isn't going to fly.

COMMISSIONER BARNHART: Okay. So what you're saying is go back again and offer 100,000?

MS. LANDER: Right.

COMMISSIONER BARNHART: That makes sense. Then find out what he says.

COMMISSIONER BANJANIN: Don't you think we ought to buy it from him, because the next time it floods he will be suing us again.

COMMISSIONER DICKSON: What if we bought it and let him lease the thing from us. If he's got that much attachment to it, we buy it and lease it back to him for some reasonable amount and he may still want to live there, but that way we own it.

COMMISSIONER BANJANIN: What if he gets hepatitis? Then he's going to sue us for a million bucks.

COMMISSIONER BARNHART: We can give him 100,000, but we can't -- he could come back on us if another flood comes along, so we can't eliminate that.

COMMISSIONER GILLEY: Per occurrence.

MS. LANDER: Per incident.

MR. PEPPLER: Well, we can eliminate it if we show that we acted with reasonable care. That would be a jury making that summation.

COMMISSIONER BARNHART: Well, that's the point.

COMMISSIONER YOUNG: What about the jury -- I mean, the attorney's fees out of the $100,000?

MS. LANDER: She would get 25 percent.

COMMISSIONER YOUNG: Wouldn't that be -- the balance would be even less than what the market value of the house is?

COMMISSIONER DICKSON: But he would have kept the house under that scenario.

COMMISSIONER GILLEY: That's 75,000.

COMMISSIONER BARNHART: He's got the homestead.

COMMISSIONER DICKSON: Under that scenario, he keeps the house and he gets the money.

What we're talking about now is if we buy the house, we just go out there and purchase it and he's out of the picture.

MS. LANDER: Well, we could offer him more than the hundred.

COMMISSIONER GILLEY: How do you do that?

MS. LANDER: Well, if you settle it, you can settle for more.

COMMISSIONER BARNHART: What if you offered 125,000, which takes care of -- gives him 100,000. At least he gets his $100,000 and she gets the 25, and that's 25 more than we offered him before.

COMMISSIONER YOUNG: What about the --

MR. PEPPLER: And we should get the house, I think.

COMMISSIONER BARNHART: Yeah.

COMMISSIONER GILLEY: That's what we're saying. We're saying for the house, because if this is per incident, then you're right, if it floods again next year, then this whole rigmarole starts again.

COMMISSIONER BARNHART: That's right. So let's offer him 125 and we take the house. Then we're out of it.

MR. TOUART: Actually 25 percent of 125 is more, but you could stipulate to the 25 would be her fee.

COMMISSIONER BARNHART: Well, whatever.

COMMISSIONER YOUNG: What was the last offer we made, was it 260,000?

MS. LANDER: The reduction in the award was 260, right, Charlie?

MR. PEPPLER: Yes.

COMMISSIONER GILLEY: And 35 of that we do not dispute.

COMMISSIONER BARNHART: That's right.

COMMISSIONER GILLEY: Then the difference is what, 225,000?

COMMISSIONER DICKSON: Give or take.

MR. PEPPLER: But, Ms. Gilley, just to be accurate about it, we're disputing the whole verdict.

COMMISSIONER GILLEY: Okay, you should say that.

MS. LANDER: Well, we are, but we're not going to retry the personal injury.

MR. PEPPLER: Right. If we lose, if the Court says, Well, no, there's liability there, but the new trial on the issue of damages will be limited to property damages.

MR. TOUART: The other thing, how long would this be tied up in court if we just keep the appeal going just like it's going now? That's his big complaint to us, that it's been tied up for so long. He doesn't understand the court system. How much longer can you keep it tied up?

MS. LANDER: We have to have a new trial. But Commissioner Barnhart has a question.

COMMISSIONER BARNHART: I would like to go back and offer 125,000 with an answer in 30 days. If they don't give us an answer, give or take --

MR. TOUART: And he keeps the house.

COMMISSIONER BARNHART: That's right.

COMMISSIONER GILLEY: No. No. He doesn't keep the house.

COMMISSIONER BARNHART: No. No. We get the

house.

COMMISSIONER DICKSON: We get the house, right.

COMMISSIONER BANJANIN: Why is it that we can't keep it from flooding again?

COMMISSIONER BARNHART: Who knows.

MS. LANDER: The pond is too small.

COMMISSIONER GILLEY: It's four inches -- the topography of it is 124.8, the pond is, and then his elevation is at 125 feet.

COMMISSIONER BANJANIN: Why can't we make the pond deeper?

MS. LANDER: Well, we've done some. We've done some and it has averted the kind of flooding that he surely would have had with the rain we had last summer.

COMMISSIONER BARNHART: We're gambling that there's not going to be big flood --

MS. LANDER: But if we get a 100-year event --

COMMISSIONER BARNHART: -- but if we get one, we're right back where we started.

MR. PEPPLER: Commissioner Banjanin, one of the problems was that there was a limited amount of area to build a pond, so without condemning the property --

COMMISSIONER BARNHART: You haven't got

anything.

COMMISSIONER BANJANIN: Well, if we get his property, can we make it big enough? Is anybody else threatened by flooding?

COMMISSIONER GILLEY: Yeah, there's a man next door.

MS. LANDER: Well, Mr. Shannon, he's been flooded once. He was flooded once.

COMMISSIONER GILLEY: But the statute has run out on that particular instance.

MR. PEPPLER: Well, actually, the case was tried and we got a verdict in our favor.

COMMISSIONER GILLEY: Oh, I thought you said the statute ran?

MS. LANDER: Well, for other people.

COMMISSIONER GILLEY: Oh, for other people.

COMMISSIONER YOUNG: He came in and he talked about our paying off other people and he hinted the racial thing, so where are we with that? How can we come back that far? How much have we paid on these the other people and the Robberts?

MR. PEPPLER: We paid five families or five homeowners 200,000.

MS. LANDER: It's about 40,000 each.

COMMISSIONER DICKSON: Forty thousand each.

COMMISSIONER YOUNG: Oh, 40,000 each.

COMMISSIONER BARNHART: So we're giving him, offering him 125.

COMMISSIONER YOUNG: I'm just trying to see.

COMMISSIONER GILLEY: I think that's something that we do have to consider, as long as there hasn't been something else like this.

MS. LANDER: There aren't too many ponds that we've gone out and built under specifications. Fortunately, there's not a whole lot of this. We talked to Richard the other day. Is there anything else that he flagged?

MR. PEPPLER: No. I mean, there's one out by that bay involving Ms. Johnson. But a lot of these decisions were made in the early '90s, late '80s, when things were a little bit -- not as tight as we would like them.

COMMISSIONER BANJANIN: Did we build this pond or did a developer build this pond?

MS. LANDER: A developer built it, but we accepted it for ownership and maintenance, so it became ours and we knew what we were taking when we took it.

COMMISSIONER BANJANIN: Well, I hope we've changed our policy on that and we make sure that

things are adequate.

MR. TOUART: I can promise you that.

Can I ask a question? What type of structure is this home?

MR. PEPPLER: You mean Stanberry? It's on a concrete pier, slab.

COMMISSIONER BARNHART: Cardboard.

MR. TOUART: It's on a slab.

COMMISSIONER BANJANIN: Is it brick or frame?

MR. PEPPLER: No, it's --

COMMISSIONER BANJANIN: Stucco?

MR. PEPPLER: Yeah, stucco.

MR. TOUART: Could the house be raised, is my point?

COMMISSIONER BANJANIN: Oh, lifted up.

MR. TOUART: Where I'm going with this is, we've had a lot situations in flood zones, not as many here as we had in Mississippi, but what we've done in the past in Mississippi is we've gone in and paid the claims, but then we have actually paid, which is not a lot of money, to have the house raised. You're talking about 15 or $20,000, and have the house raised to prevent further liability on us, quite frankly. And to have the house raised to a 100-year flood plain we're not talking very much here,

actually.

COMMISSIONER DICKSON: How much was that house?

COMMISSIONER GILLEY: Well, see it goes from like 132. It's only an eight foot difference.

COMMISSIONER BARNHART: To raise it 10 feet, you're going to have to build an arc to get up to it.

MR. TOUART: Well, actually, the pond takes care of most of that. I don't know what we would be talking about as far as raising the house.

MS. LANDER: I don't honestly know if that's something that Richard thought about. His thought was that we could build a dike around the house, a berm, and he thought that would at least be a temporary prevention of flooding until we got the Phase Three under way in the Ensley area, but then he said, No, it can't be done. It would be in his living room.

COMMISSIONER BARNHART: You know what's going to happen, Marie hit it before, we're going to get back to the race issue on this, that we're not taking care of him with cash as we did other people, that we're raising it up 10 feet, we're putting a dike around it, we're doing everything. Let's offer him the money. That's what he wants. That's the only thing that's going to satisfy him.

COMMISSIONER BANJANIN: Well, the only thing we can do then, I think, is just try to buy it.

COMMISSIONER BARNHART: That's right.

COMMISSIONER BANJANIN: Otherwise, we're buying a future lawsuit. If we just pay him, they'll be suing us.

MR. TOUART: If we buy the house, I would certainly recommend demolishing the house immediately.

COMMISSIONER BARNHART: Well, whatever. We might want to live in it. We might have our meetings out there.

MR. TOUART: Keep in mind this is all being taped here.

COMMISSIONER DICKSON: Well, we could turn around -- you could sell the house, have somebody remove it off the property, depending on what kind of shape it's in. If it's in decent shape, you could actually sell the house and you could take it and move it someplace else.

COMMISSIONER BARNHART: We could use it as a jail, you know.

MS. LANDER: We would probably demolish the house --

MR. TOUART: Thank you.

MS. LANDER: -- and use the area for pop off.

COMMISSIONER YOUNG: We could pay him for the house, right?

MS. LANDER: Yes.

COMMISSIONER BARNHART: Yes.

COMMISSIONER YOUNG: Okay, pay him for the house and give him $200,000 and call it quits.

COMMISSIONER BARNHART: How much?

COMMISSIONER YOUNG: Two hundred.

MR. TOUART: Plus the cost of the house?

COMMISSIONER YOUNG: Yes.

MR. TOUART: No, I think what they're saying is 125 is included in the cost of the house.

COMMISSIONER BARNHART: Right. That's what I would try first.

COMMISSIONER YOUNG: I'm trying to help you.

COMMISSIONER BARNHART: Well, go with 125 and then let's find out what he says.

COMMISSIONER DICKSON: They could come back and say 150. I think you go in with 125.

COMMISSIONER YOUNG: I'm talking about furniture and all of the things that he's lost in all of these years and all that kind of stuff.

COMMISSIONER BARNHART: Marie, if we offer something, at least the first offer is on the table.

Let's find out what his feeling is on that. Give him 30 days to think. At the end of 30 days, he can come back again to us and say he's not taking 120.

COMMISSIONER DICKSON: What you've got to remember is what was said earlier. Right now they stand a chance of going back in court and losing.

COMMISSIONER BARNHART: That's right.

COMMISSIONER DICKSON: And they know that. So while they may not have been real receptive before, because there was no incentive there, there may be an incentive now, to say hey -- they may come back and say, We don't accept your offer, but we'll counter offer with 150. Look at it.

COMMISSIONER YOUNG: The only thing I'm thinking about is a jury awarded them $600,000. They came back and then it was 260.

MR. PEPPLER: The Judge reduced it to 260, and they haven't appealed that, so they're stuck with 260. That's what they've got. They've got $260,000.

COMMISSIONER YOUNG: Well, that's what I was saying, maybe we should go offer them 260,000 and, hopefully, that will take care of it.

MS. LANDER: Well, you can direct us to do that. There is a verdict, but we can only pay 100 and then he has to get a Claims Bill for the other 160,

because that was pursuant to verdict.

COMMISSIONER YOUNG: What is a Claims Bill?

COMMISSIONER GILLEY: The legislature forces us to pay it.

MS. LANDER: Or we can agree not to fight it. You know, you can have friendly Claims Bill.

COMMISSIONER BARNHART: I think we should start negotiating and start with 125 and work from there.

COMMISSIONER YOUNG: And we can come back and discuss it all.

COMMISSIONER BARNHART: Within 30 days he'll be back.

COMMISSIONER GILLEY: Well, the 125, that's for the house. All right, then you have the 35, which we are not disagreeing with.

MS. LANDER: Right.

COMMISSIONER GILLEY: That puts us at 160.

COMMISSIONER BARNHART: That's 160 total.

COMMISSIONER GILLEY: That's 160. So that's 100,000 less than what he has right now, but still that puts us in a -- because we're kind of not disputing the 35. I know we are for the record, but we're kind of not. So then the 125 is just for the house. That puts us at 160.

COMMISSIONER BARNHART: You're right.

COMMISSIONER YOUNG: He'll ask for 40,000 more, I bet you.

COMMISSIONER BARNHART: Well, let him say that. In 30 days he can come back to us. Does that make sense to you?

MR. PEPPLER: Yeah. It all makes sense.

COMMISSIONER DICKSON: You still have some good arguments on why they may want to take that. They do risk if they say -- we can say, no, that we won't go there and we'll just retry the thing, and he may not get anything other than the 35 out of it. He stands to lose right now.

COMMISSIONER GILLEY: He stands to only get 35.

COMMISSIONER BARNHART: That's right.

COMMISSIONER DICKSON: That's right. He stands to only get the 35.

COMMISSIONER BANJANIN: He's going to get something for the damage.

COMMISSIONER DICKSON: I mean, the worse case, if he lost --

MR. BANJANIN: I mean, if they gave him that he's going to get something for the damage. The thing is do we have any idea what those houses are selling for in that area now?

MR. PEPPLER: We would have to get an appraisal.

COMMISSIONER BANJANIN: Because, see, if we had somebody get an informal from a real estate person or find out what the comps are, call somebody, then we would have a better idea of what the likelihood is of what they would get when they come back on damages.

COMMISSIONER BARNHART: Would you feel --

COMMISSIONER BANJANIN: Although -- I'm sorry -- they would have to be calculated at the time, though, right, not today's value.

MR. PEPPLER: I think it would be today. He's asking for the loss value as it stands today.

COMMISSIONER BARNHART: Would you feel safe or satisfied to go with them with that and see what happens?

MR. PEPPLER: You mean the 125?

COMMISSIONER BARNHART: Yes.

MS. LANDER: I thought it was 160.

COMMISSIONER GILLEY: The 35 is separate. The 125 is the house and the 35 is separate.

COMMISSIONER BANJANIN: Let's go with Cliff on that, but I think you really need to get some realtor to check the comps so -- my guess is they're going to turn this down. Now, they will come back to us. We need to have some idea if we come back to trial what's that going to be proven up in terms of an

appraisal, some ballpark.

COMMISSIONER BARNHART: Well, you can get that from real estate people.

COMMISSIONER BANJANIN: That's what I'm saying, we need to find that out. Then we can be in a position to up it perhaps to what they might get. See if they will settle. Then if they don't, well, then shoot, let's throw the dice and see what the Court does. But it amazes me that when it was reduced it was only reduced to 270-something. There must have been testimony. There were appraisals at the trial, right?

MR. PEPPLER: No. I mean, that's what the judges were amazed at.

COMMISSIONER BANJANIN: There was no evidence?

MR. PEPPLER: Other than his, other than Mr. Stanberry.

COMMISSIONER DICKSON: That's what he said earlier about why.

COMMISSIONER BANJANIN: Well, that's what I mean, if we have some idea what it's really going to appraise.

MR. PEPPLER: In fact, I asked her was this a tactical decision that you made not to bring an appraiser.

MR. TOUART: Okay, y'all have got 15 minutes.

COMMISSIONER GILLEY: Go with 160.

MS. LANDER: When we go back out in the Sunshine, do you want a number?

MR. PEPPLER: No.

MS. LANDER: All right. You just want to authorize, you just want to direct -- the Board will direct Charlie to make an offer of settlement and then bring it back to the Board. If we don't give him a number, it will have to come back to you, but it's better not to put out the number just yet.

COMMISSIONER GILLEY: Well, no.

MR. PEPPLER: Can I ask what is the number that you all --

COMMISSIONER DICKSON: What we said, 125. I'm sorry, which one are we talking about?

MS. LANDER: We're talking still about Stanberry now.

COMMISSIONER DICKSON: I thought we said 125 and plus they get the 35.

MR. PEPPLER: Right, 160.

MS. LANDER: Do you have the motions ready for the commissioners?

MR. PEPPLER: Yes.

COMMISSIONER BANJANIN: Why don't you let Cliff

do it. It was his idea.

COMMISSIONER BARNHART: Let the Chairman do it.

COMMISSIONER YOUNG: I can't.

MS. LANDER: Well, she can't do it.

COMMISSIONER DICKSON: I don't care. One of us is going to do it. Here's the thing, tell him, also, that if he doesn't go along, we're going to have the appraiser appraise his property as waterfront property.

COMMISSIONER BARNHART: I'll make a motion, Marie.

(The Attorney-Client meeting concluded at 4:16 p.m.)

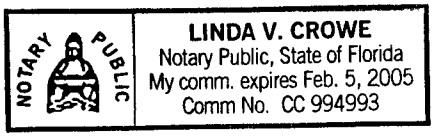
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 60 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of November, 2003.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: CC994993
My Commission Expires: 02-05-05

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JANUARY 20, 2004
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(11:02 a.m. – 12:00 p.m.)

Present: Commissioner Marie K. Young, Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, Vice Chairman, District 4
Commissioner J. W. "Bill" Dickson, District 2
Commissioner Janice E. Gilley, District 5
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Clifford W. Barnhart, District 1

CALL TO ORDER/PURPOSE OF THE MEETING

Chairman Young called the Attorney-Client Session of the Board of County Commissioners (BCC) to order at 11:02 a.m., and County Attorney Lander advised that the purpose of the Meeting was to discuss pending litigation regarding Earnest Stanberry, Jr., v. Escambia County, Florida, Case Number 1998-CA-001706, and Frankenmuth Mutual Insurance Co. v. Escambia County, Florida, Case Number 03-10870-II, and that only the four Commissioners who were present, and the following four individuals, would retire to the BCC Conference Room for the Attorney-Client Session, which was advertised in the Sunday, January 18, 2004, edition of the Pensacola News Journal:

George Touart, County Administrator
Janet Lander, County Attorney
Charles V. Peppler, Chief Litigation Attorney
A Certified Court Reporter

11:04 A.M. – MEETING RECESSED
12:00 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

EARNEST STANBERRY, JR., V. ESCAMBIA COUNTY, FLORIDA

Motion made by Commissioner Gilley, seconded by Commissioner Dickson, and carried 3-1, with Commissioner Barnhart absent and Commissioner Young voting "no," approving to allow the County Attorney's Office to request to enter into mediation of the Case Earnest Stanberry, Jr., v. Escambia County, Florida, Case Number 1998-CA-001706, through Lisa S. Minshew, Attorney representing Earnest Stanberry, Jr., in accordance with the direction and within the ranges discussed during the out-of-sunshine Attorney-Client Session.

FRANKENMUTH MUTUAL INSURANCE CO. V. ESCAMBIA COUNTY, FLORIDA

The Board was advised by County Attorney Lander that no action was requested regarding Frankenmuth Mutual Insurance Co. v. Escambia County, Florida.

ADJOURNMENT

There being no further business, Chairman Young declared the Attorney-Client Session of the Board of County Commissioners adjourned at 12:01 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved: February 5, 2004

IN AND FOR ESCAMBIA COUNTY, FLORIDA.

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Tuesday, January 20, 2004, at 10:00 a.m., to wit:

ESCAMBIA COUNTY, FLORIDA V. EARNEST STANBERRY
CASE NO.: 98-1706-01

and

FRANKENMUTH MUTUAL INSURANCE COMPANY
V.
ERNIE LEE MAGAHA, ET. AL.
CASE NO.: 00-1506-CA-01

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

CLIFF BARNHART, DISTRICT I (Not Present)
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
JANICE GILLEY, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR

JANET LANDER, COUNTY ATTORNEY
CHARLIE PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

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P R O C E E D I N G S

MS. LANDER: It looks like we're all here. Linda Crowe is our court reporter and she will be taking down everything that we say. Thank you for agreeing to this session on this very busy day that you have. I'm going to turn it over to Charlie and, first, he'll talk to about the Frankenmuth case, and we're talking about the Federal -- the State court case for Frankenmuth. The only thing in the Federal court is the attorney's fees issue and we're working on an appeal with that. There's no number on that, but he'll -- the State court case is the one where they're seeking damages for breach of contract. That's what we want to talk to you about on that.

Charlie, it's all yours.

MR. PEPPLER: Thank you. Actually, I was going to talk about Stanberry first.

MS. LANDER: I'm sorry. Go ahead.

MR. PEPPLER: Stanberry is the case, as you recall, with the gentleman who lives out on North Orange Avenue with the pond that abuts his property, which overtopped back in November of '95, and you recall the verdict of 600,000, which was eventually reduced down to 260,000. Then we had an attorney/client session a couple months ago and you

gave us authority to try to reach a settlement. You gave us the authority of a maximum of 160,000, plus obtaining title to the property from him, and then he would have to give us a satisfaction of judgment for the undisturbed portion of the judgment, which is the $35,000 for the pain and suffering and loss of use.

We communicated that to Ms. Minshew, who is representing Mr. Stanberry, and we went just below that, at 150,000, just to give us some room. She came back with a counteroffer. She would say, Okay. Here's our top dollar, 160,000. Well, she came back with a counteroffer, but it was for $250,000, and Mr. Stanberry would keep the property. I'm sure she would execute, or Mr. Stanberry would execute a general release. So we're coming back to you again to get your advice and feelings on this $250,000 counteroffer, and to sort of give our recommendations as to what we think would be a good counteroffer. My recommendation is not to accept the 250,000.

COMMISSIONER GILLEY: I thought we got something in writing about that case?

COMMISSIONER DICKSON: I did, too. I thought we got something.

COMMISSIONER GILLEY: We got something in writing that said there had been some other -- that

all she was awarded was attorney's fees.

MS. LANDER: Well, the 1st DCA vacated the judgment. They vacated the $260,000 judgment, not the 35,000, but the 260,000 because --

MR. PEPPLER: Well, the property damage portion, the 225,000, they threw out because of the fact that the jury was given the wrong measure or standard to award damages. So what the Court said was, Well, we're going to throw that out, but, you know, Stanberry you have two choices, either you accept a reduced judgment for the fair market value of the property or you can have a new trial. We filed a motion for clarification with the 1st District Court of Appeal saying, Well, there's no evidence of any loss of fair market value or any diminution in value. So, you know, this 1st District Court of Appeal, you're giving the trial judge an impossible task. There's nothing he can latch onto in the record to say that there's been some loss of value to the property, think it over again. I'm putting it in layman's terms what the motion is about and it's still pending before the 1st District Court of Appeal, so, apparently we caught their attention that maybe they used the wrong language in the opinion.

MS. LANDER: But at the end of the day, it will

either be --

MR. PEPPLER: A new trial. We'll have to have a new trial.

COMMISSIONER GILLEY: If they don't accept this offer?

MS. LANDER: No.

MR. PEPPLER: If the 1st District Court of Appeal says, Yeah, you're right, County. We fashioned that opinion, drafted that opinion in the wrong manner. We're just going to give -- we going to grant your wish and you get a new trial on the issue of property damages.

COMMISSIONER BANJANIN: Can he live in that house?

MR. TOUART: He is living in the house.

MS. LANDER: He is living in the house, but the two things we're concerned with are the possibility of reflooding, which would put us all back at ground zero, and we cannot protect his property from another 100-year event for several years out, until the Ensley drainage project is completed. So there is that potential, that he would be damaged again.

The second thing is, the man was damaged and the issue of liability. We're not arguing liability here. We're arguing damages. This has gone on and

on for a very long time and he has lost a lot. If you go to his house, you will see a lot of his personal possessions have been destroyed.

Now, we always look at this from the legal perspective, and we're, killers, legally, and we can pretty much wipe everything out. What we're bringing to you is the human perspective that we have a situation here where someone has suffered as a result of what is deemed to be the negligence of the County in maintaining that retention pond, which was never great in the first place -- it's been retrofitted a little bit -- and we would like to get Mr. Stanberry out of that house and into a new house, so that he could maintain his standard of living at the current market price for his standard of living. And at some point the County, after the Ensley drainage project is completed, we could put that property back on the market. So it's not like the money is going out and it will never, ever come back.

COMMISSIONER DICKSON: So if we don't accept what Ms. Minshew has offered, which is the 250, we go back again with our counteroffer and say, Okay, 160. Let's just say that's turns out to be what it is. And we get title to the property, though, is what we said before. So if he's willing to accept 160 and he

moves -- now, we're not responsible for his moving.

MR. PEPPLER: Moving expenses.

COMMISSIONER DICKSON: He would have to pay for that.

MS. LANDER: It would be inclusive of all costs and attorney's fees, whatever number we come up with. Now, remember that Lisa is going to get 25 percent of whatever the County offers.

COMMISSIONER GILLEY: That's right, because the attorney's fees were separate.

MS. LANDER: Right. So that reduces the ability that he has to relocate into that.

COMMISSIONER DICKSON: Then you're saying we then own the property.

MS. LANDER: We would own the property.

COMMISSIONER DICKSON: And then at some point down the road, when it's safe, we could turn around and sell it and get your money back.

COMMISSIONER BANJANIN: Didn't we already offer 160, plus the house?

MS. LANDER: We went up to 150, but, obviously, $10,000 is not in the ballpark.

COMMISSIONER GILLEY: Well, remember that he made the comment about this was his father's property and that was his hesitation to leave, was that it was

family property. Now, that being said, I mean, folks all the time are moved out of the river -- out of the flood plain into another place. So, you know, my concern -- I think that whatever the amount is, we do need to get title to that property, only because it could happen again. I mean, it's not an uncommon circumstance for someone to be living in the flood plain.

MS. LANDER: You've got to move him out.

COMMISSIONER GILLEY: Because you said they're not going to sign off on it.

COMMISSIONER DICKSON: Do you have to move him out? What if he were to sign something that says, I hold the County harmless in the future as long as you let me stay in the house? You can't do that?

MS. LANDER: Well, if he were to sell it to a subsequent purchaser, they would not be benefited by that. We've got to get the property.

COMMISSIONER BANJANIN: She told you they won't give us the property.

MS. LANDER: They won't give it at this price, but if we sweeten the offer, I think -- I think we can buy this property from Stanberry. I think we can do it. I think we're going to have to offer him more money to do it, but remember, if it goes back to

trial and they win the damages, we don't get the property. We just have to pay the damages and we still don't own the property. So that's the risk that you need to weigh. He will get something, but the Court -- it's not an imminent domain case. We cannot amend it to be an imminent domain case. It's a damages case.

COMMISSIONER YOUNG: You know, I talked to Janet about this and I went out to see it. It's awful. I don't think -- I don't know if any of us have had an opportunity to go out there and look at this property, to look how he's living, to look what that water has done. I went out there and I did not discuss anything with him. I told him that I would come and just take a look. Inside of that house, the water line is all the way, even to the property outside. He has furniture, oak holdings, stacked up in a room, that was destroyed by water. It is really bad. It's much worse than all of us can sit here and understand. You wouldn't want it to happen to anybody.

Not only that, I talked with Richard about this last big --

COMMISSIONER GILLEY: Right, in July.

COMMISSIONER YOUNG: It didn't happen to his

house because Engineering has done something to eliminate whatever that big flood was at first, even though there's still the Ensley drainage and we're working Phase One, Phase Two, or whatever phase it is, and it's going to be clear.

But I'm suggesting that if we don't want to be bothered with the Ensley drainage requirement -- which we have to do anyway, because it not only affects his house, it affects the whole area out there. We're going to have to do it anyway -- either we give this man enough money that he can pay his lawyer and have enough to want to get out, or find a way to just give him enough money. I recommend $300,000 and offer to maybe either let him keep the property, if he wants to. Because the man is in dire need of money. He has borrowed, borrowed and borrowed. He doesn't have a job. He's a retiree and it hurts.

Now, he doesn't hear me saying this, but I'm going to tell you something, I don't think we want to let our people suffer like this. When you go in the house, you can see all around the walls where the water came up, even outside, where it has damaged. It's a beautiful place outside. Some kind of way he's into music. It destroyed all of his instruments

and all of those things. And, see, we're not even thinking like that at all.

COMMISSIONER GILLEY: Is he keeping all that because of the court cases? I mean, is he having to keep all that for damages?

COMMISSIONER YOUNG: No, he's not keeping it for damage, because they haven't really brought that up, really. But it's his and he just has it there.

MR. PEPPLER: Do you know why he has it? He didn't include all that in his lawsuit.

COMMISSIONER YOUNG: I don't know.

COMMISSIONER GILLEY: That's what I'm wondering. Is he keeping all that for the damages, evidence -- estimate. That's what I meant. That's the word I was looking for.

COMMISSIONER YOUNG: I don't know whether that has been answered, but it's been a long-time problem.

COMMISSIONER DICKSON: They've offered 250. I say split the difference. I mean, if you want to do something -- we offered 150. They offered 250 -- if you want to, split the difference.

COMMISSIONER BANJANIN: Charlie, what do you think? Will they take that?

COMMISSIONER GILLEY: And give us the property.

MR. PEPPLER: You want my honest opinion?

COMMISSIONER GILLEY: Yes, that's what we're asking you.

MR. PEPPLER: Probably not. I think that's what we should do. I mean, I don't think we should go -- with all due deference to Commissioner Young, I just don't see paying him 300,000 and not taking title to the property.

COMMISSIONER BANJANIN: They're offering 250.

COMMISSIONER YOUNG: And doing what?

MR. PEPPLER: And not taking title to the property.

COMMISSIONER GILLEY: What if we say the 250, plus the title to the property? That's a difference.

MS. LANDER: That's a counteroffer.

COMMISSIONER BANJANIN: Yeah, maybe we can do that.

COMMISSIONER GILLEY: Because the 200 -- if you don't think they're going to give us title to the property, that's really what we need to keep this from going on.

MR. PEPPLER: But, also, you have to sort of keep in mind that we don't want to set a precedent. We have to pay damages based on what the evidence shows, and the jury, or at least the trial judge, did reduce the verdict to 35,000 for pain and suffering

and loss of use. What we're really talking about is: What property damage did he suffer? So we don't want to -- this is me talking. We don't want to give more than what his property is worth.

COMMISSIONER GILLEY: Well, what was it?

COMMISSIONER BANJANIN: What is the market value of the houses in that area?

MR. PEPPLER: That's the question. We would have to get an appraisal to really be sure.

COMMISSIONER GILLEY: You didn't have one when you went to Court?

MR. PEPPLER: Yeah, we did.

COMMISSIONER GILLEY: Well, what was it?

MR. PEPPLER: It was 82,500.

COMMISSIONER BANJANIN: Oh, really?

COMMISSIONER GILLEY: That was all of his stuff?

MS. LANDER: No.

MR. PEPPLER: That was just the real property.

COMMISSIONER GILLEY: Just the property and the house.

MR. PEPPLER: Yeah.

COMMISSIONER BANJANIN: But still, that's down --

COMMISSIONER GILLEY: So the 150, that would double.

COMMISSIONER BANJANIN: That wasn't a bad offer for that. If we go to trial, what do you think?

MR. PEPPLER: Well, I'm sure there will be a battle of the appraisers. He's going to have an appraiser that's going to say it's worth zero because it's in a flood plain or it's right next to a pond that has the possibility of flooding. We'll bring on an appraiser to say, no, I think it's of equal value or maybe just a little bit off. Usually, we'll be able to find an appraiser to say that, that there's some diminution in value, but not all the way to zero.

MR. TOUART: You've got to add in the contents. He's lost all his contents. You've got to put a value on that, if it wasn't part of the appraisal, too. I don't know what kind of contents he has. He probably lost everything.

MR. PEPPLER: In the first trial, though, he didn't claim all the contents.

MS. LANDER: He gets to do that in the second trial, right?

MR. TOUART: It's the right thing to do. You're speaking as a lawyer. I'm speaking as a human being here, not that you're not. But seriously --

MR. PEPPLER: Let the record reflect I'm a human

being.

MR. TOUART: I didn't mean it that way. He did lose his contents. We've all been well aware he lost everything there, so there is a value there.

MR. PEPPLER: Yeah. I'm not saying the man has no damages.

COMMISSIONER GILLEY: Well, let's be honest. The real damage is the first jury said 600,000. That's what the real damage is to this whole thing. If he did not have it in his head that he was deserving to get $600,000, we would probably not be sitting here today. That's where the real damage is.

COMMISSIONER DICKSON: But then the Court lowered it.

COMMISSIONER GILLEY: I understand. But I'm just saying this gentleman has it in his head now. And I'm not saying that's right or wrong. I'm just saying that he has that expectation of something.

I guess what we need you to tell us -- so 82 was the appraisal when it first came out?

MS. LANDER: Just for the realty.

COMMISSIONER GILLEY: Just for the realty.

COMMISSIONER BANJANIN: Did he have an appraiser?

MR. PEPPLER: He never called an appraiser as

part of his lawsuit.

COMMISSIONER BANJANIN: Well, if he doesn't prove up the value, then he gets nothing.

MS. LANDER: That's why the Court threw it out.

MR. PEPPLER: That's one of the questions the Court had to her.

COMMISSIONER YOUNG: It may be that he didn't have the money to get an appraisal.

MR. PEPPLER: He had an engineer. He had Joe Edmisten, who is the ecologist, testify. He had an engineer testify. He had a man who's an expert in house renovations testify, so he had all the experts. This is Ms. Minshew fronting the money for that.

COMMISSIONER BANJANIN: How long ago was that appraisal?

MR. PEPPLER: Back in '97.

COMMISSIONER GILLEY: So that's a long time.

COMMISSIONER BANJANIN: Seven years ago.

COMMISSIONER GILLEY: It was before the Super Wal-Mart was put in.

COMMISSIONER DICKSON: I just think we go back with a counteroffer on this thing and see. I mean, what's the worse? They can come back and tell us no, right, say no, and then we'll find out how hard-nosed they are.

COMMISSIONER GILLEY: Yeah, it sets us back some.

COMMISSIONER DICKSON: That's right. But, I mean --

MS. LANDER: It's certainly possible to keep it going back and forth, but I would like to follow up on what Commissioner Gilley said. We're dealing with one of our citizens who initially won a $600,000 verdict from a jury and only -- you know, in the blink of an eye, to have that reduced by the Judge to --

MR. PEPPLER: 260,000.

MS. LANDER: -- $260,000. Thank you. Then, to have all of that taken away on legal technicalities, on burdens of proof by the appellate court. Now, he's a lay person. He doesn't understand why we win, why these things happen, and it's a bitter pill to swallow. It is a very bitter pill to swallow.

Since we recognize our responsibility to compensate him for his damages -- and I think that it is a win/win situation for the County to come up with a number that will enable us to actually -- it's not just damages, if we can get him to agree to sell the property, because at least then, whatever the County gets back a few years from now, when the Ensley

drainage project makes this a more developable parcel, then that's money back into the general fund and that will reduce the actual amount that the County has to spend to settle this case. So even though we may go up to -- you said --

COMMISSIONER YOUNG: Three hundred.

MS. LANDER: You said 300. If you get back 100 on it, then you're really settling for 200. And I don't know what the jury is going to do on a new trial. You never know. The last jury said 600. And how long are we going to keep this man waiting for some sort of fair compensation from the County for the flooding of his property?

COMMISSIONER BANJANIN: Can he get punitive damages?

MS. LANDER: No.

MR. PEPPLER: No.

COMMISSIONER BANJANIN: Why don't we do this as a suggestion, why don't we authorize our legal people to negotiate anywhere from the 160 up to 250, they have to give us, sell us the house as part of that, and let them do the best they can. If it has to go to 250, then if they will give us the house, let's do it. If Minshew is going to be so hard-nosed at that point and she wants to keep the house, plus the

money, let's just go to court and let the jury decide.

COMMISSIONER GILLEY: Does that sound reasonable to you or is that too high?

COMMISSIONER DICKSON: I can go 250. I figured if we went back at 200, they were going to come back at maybe 225.

COMMISSIONER GILLEY: Charlie can start at 160, and say I said 150.

COMMISSIONER DICKSON: I don't have a problem with that, you know. Or the other thing, let's just say as a fall back, let's just say that they're just absolutely bent over on keeping that property, they do not. Then we lower it by 100. In other words, we say, Okay, fine, 150 and you keep the property. You've just told me the property is worth 82, so you subtract 100,000 off --

COMMISSIONER GILLEY: Six years ago.

COMMISSIONER DICKSON: You subtract 100,000 off. I mean, that would be your fall back position. If they just say we're not going to give you the property, just say, Okay, fine. Then we would lower it.

MS. LANDER: Well, they've already rejected that.

COMMISSIONER BANJANIN: Minshew is not going to do that.

MS. LANDER: They've rejected 150.

COMMISSIONER DICKSON: But they rejected that because we also wanted the title to the property. I'm saying if they want the title, then let them keep it and do the 150. You see what I'm saying? Then that's our fall back. I agree that we go -- that we let you guys negotiate and try, one, get the title, up to 250, if you can do that. Again, you may get in there and they say, I don't care. We don't want to give the title up. Then say, Okay, fine. Our other position is you can keep the property, because they don't want to give it up anyway, but we're going to reduce our offer to you by 100,000, because that's roughly what the property is worth, because the appraisal came in at 82 in '97, so we'll give you 150 and you keep the property, and that should be enough.

COMMISSIONER BANJANIN: Do you think that project in two years will solve the problem?

MS. LANDER: Yes.

COMMISSIONER BANJANIN: If we made a deal like Bill suggested, maybe we could get them to agree that we could sandbag that property, so if it does have a flood in the next two years, the water will go around

the place instead of through it.

MR. PEPPLER: Richard Duane already looked into that, as far as building up the berm around the pond.

COMMISSIONER GILLEY: And he could. I think he only got two inches out of it or something, wasn't it?

MR. PEPPLER: It was not feasible.

COMMISSIONER BANJANIN: The actual property, his property, could we sandbag it to keep it from flooding?

MR. TOUART: Commissioner, it's not only his property. Let me tell you the problem there. Number one, even with all the rains last summer, and y'all know we had floods all over this County, Mr. Stanberry's property did not flood. So our staff has corrected the immediate problem. What Janet is talking about is the permanent solution we hope to get done in the next two years.

COMMISSIONER BANJANIN: What if we have a hurricane next summer? Then we've got another lawsuit against us for a million bucks.

MR. TOUART: Certainly.

COMMISSIONER BANJANIN: We're going to have to pay him up the gum stump. That's a problem with keeping that, letting them keep it.

COMMISSIONER DICKSON: I agree.

COMMISSIONER YOUNG: Why couldn't you pay him 300 and ask for the deed to the house?

COMMISSIONER BANJANIN: We don't have to pay him 300. The most they're asking --

COMMISSIONER DICKSON: I'll go 250.

MR. PEPPLER: I'm just thinking --

COMMISSIONER BANJANIN I see your point.

MR. PEPPLER: One thing, I remember recommending a settlement in the Tracy Watson case for 22,500 and the citizenry was outraged that Willie Junior -- I mean, that we would be paying that on behalf of Willie Junior. One thing you have to look out for is that getting out in the news that we're paying Mr. Stanberry $200,000 for a house that may only be worth 125. How is that going to look?

MS. LANDER: And we're not exactly getting the benefit of the good press for anything lately.

MR. PEPPLER: We don't want to set a precedent.

MS. LANDER: Get it all out.

COMMISSIONER GILLEY: I think Ms. Minshew, though, might.

COMMISSIONER DICKSON: I think we go with the thing, where you just say, all right, you go negotiate up to 250 and we get the title. And if

they're just absolutely hard over -- like I say, if this thing is for sentimental reasons in the family and he just says I'm not giving up the title, then say, Okay, fine. You get to keep the property. I mean, we would like to get him out of there, but if he just refuses to move, he says I'm not going to give you the title, then say, Okay, we'll give you 150 and we'll let you keep the property.

MS. LANDER: The other thing that we might be able to include that might make it more palpable is to give him the right of first refusal, when the property goes back on the market, when it's safe to give him the right to purchase it, to repurchase it at fair market value or less. I mean, for settlement purposes, we could agree on an appraised value for today, for whatever today's appraised value is, to give him the right of first refusal at today's appraisal.

In other words, if he wanted to, he could rent for a few years or he could make a modest investment and make interest on his money for a few years. There may be a way to put him in the position where he would be as well off as if we had given him 300, but at the end of the day, he may be able to reoccupy his homestead. If he saves his money, he can make

the kinds of repairs that he could not otherwise afford to do. Maybe that would be a bargaining chip.

COMMISSIONER YOUNG: Let me ask you something. The $250,000 that they're requesting, is that with or without the house?

MR. PEPPLER: They keep the house.

COMMISSIONER YOUNG: So they keep the house.

COMMISSIONER BANJANIN: That's the problem. Let me ask you this: What would it cost to get an appraisal now so we know what a house in that area goes for?

MS. LANDER: About $350.

COMMISSIONER BANJANIN: Why don't we get the appraisal and then add on enough to cover her 25 percent and maybe a little extra and see what that number turns out to be and, then, let's offer it. Because it's supposed to be compensation. The value of the house would be the compensation. If that's the market value, okay, we're giving it to you. This is unreasonable to ask for more. I mean, if we add on her attorney fees, it's unreasonable to ask for more than that.

MR. TOUART: Commissioner, remember if you hire a competent appraiser and they appraise it as is condition out there, the house is damaged.

COMMISSIONER BANJANIN: What I'm saying is, what are the houses that are not damaged in that neighborhood -- in other words, it would be the kind of thing where you may can use a Realtor that we can even get a figure of what the fair market is in that area and we use that as a basis.

MR. TOUART: You certainly couldn't use this house for an appraisal.

COMMISSIONER BANJANIN: Oh, no. I didn't mean that. I'm sorry. I wasn't clear. We would try to find out what an undamaged house in that neighborhood would appraise at roughly or be put on the market for.

MS. LANDER: What's the average value.

COMMISSIONER BANJANIN: Yeah, that's it or something. And we could even add a little more if it's not that high. Of course, it's six years. It was 80-something. It might be up 100,000 by now.

COMMISSIONER DICKSON: That's the reason I used 100,000 to back out, figuring there had been some appreciation out there.

COMMISSIONER BANJANIN: So we could use that, tie that in. It might get us up close to -- you know.

MS. LANDER: What was the measure of damages

that the Court, the 1st District Court was looking at? The cost of repairs, Charlie, is that one of the measures?

MR. PEPPLER: Yeah. Either -- if the property cannot be repaired, then you have to look at how the property has diminished in value. If the property can be repaired, then you're entitled to the cost of repairs. And all the testimony was, at least from the experts called by Mr. Stanberry, was that the property could not -- the house could not be repaired.

COMMISSIONER BANJANIN: Oh, is that right?

MR. PEPPLER: She wasn't entitled to get the cost of repairs.

COMMISSIONER YOUNG: It is in bad shape.

COMMISSIONER BANJANIN: Right, if they found that.

MR. TOUART: Personally, I've had a house flooded three times and I want to tell you, it's almost as bad as a fire. I've only met Mr. Stanberry a couple of times, but I can tell you, you've got to take everything out. You've got to take the floors up. You've got to take the Sheetrock off the walls, the insulation. You don't just replace -- the insurance companies will try to make you replace

halfway down the wall, which don't ever let them do that. But the other factor is the mildew factor. Which I haven't been to Mr. Stanberry's house, but I've had a house in Mississippi flooded three times, and they are finally doing something to correct that now in Mississippi. But honest to God, it's the worse thing I've ever lived through in my entire life. You lose clothes, you lose everything. So I'm not trying to -- you know, obviously, y'all will settle the thing. But I wouldn't want to live in this house.

COMMISSIONER YOUNG: He's going to have to take up all the carpet, the floors --

COMMISSIONER DICKSON: We also have to look at it from the public's perspective, as was pointed out. We just can't -- I mean, you have to be sentimental, but, I mean, yes, but still we have to be good stewards of the public's money and we've got to do something here. You know, if it wasn't that we just go out there and, say, give him this and that would make it great, but we can't. We've got to be -- like Charlie said, we've got to justify this sometime. I mean, if somebody comes back and says, Why in the hell did you do it? I can't say, Well, it was very emotional and we felt like we had to do this thing.

I mean, we've got to be realistic here. And that's the reason I think --

COMMISSIONER BANJANIN: Yeah. Why don't we do this. Let's get the appraisal for 350. Let's do that. Then, to that, we add on the attorney fees, and if we're getting up close, we add on something for the furniture to be fair to the man and so forth. Then let's see where we are. If we're pretty close, we make her an offer for the house using that figure. But once we know all that, that's probably what the damages should be, if they go to trial, and at that point -- I think we've got to get that house back, because we're going to end up with the same. In two years, who knows, even after that, I don't know if you're going to put people back on that property or not, but we would be running through another 200,000. We don't need to do that, or else we call out the National Guard and sandbag the whole place.

MR. TOUART: Another thing that is important to remember when y'all make your decision is I don't think Mr. Stanberry's house -- Commissioner Gilley mentioned flood plain. Correct me if I'm wrong. I don't think his house is actually in a flood plain, so he doesn't have to have flood insurance. This is an act of natural -- so that's a big question there

and that's a big thing to remember. He was not in a flood plain nor would he have to have flood insurance.

MR. PEPPLER: Nobody's said that.

COMMISSIONER GILLEY: I did insinuate that maybe he was in a place that was low.

COMMISSIONER BANJANIN: Did he have flood insurance?

MR. TOUART: No, he was not required to have flood insurance.

MR. PEPPLER: He's lower than that pond.

MR. TOUART: That's the problem.

MS. LANDER: Would it make any sense, Charlie, to get a high/low and then go into mediation with it, rather than be sending offers back and forth, with the authority to mediate up to a certain amount and then bring that back to the Board? Would that make more sense?

COMMISSIONER BANJANIN: That would cover us better. That's a good idea. Then we can always say it went to mediation and that's what they -- that would give us --

MS. LANDER: I really think this case needs to be mediated, because we need to have Mr. Stanberry in the same room that we're in when we're talking about

these things. Also, before the mediation, we should go ahead and get a comparable study, you know, get the value of the comparables in the area. It may be higher than we think it is. And then figure out what her -- plus the damage to all of his possessions. I don't know typically what people insure their personal possessions for within a house, but usually it's about as much as the house itself.

COMMISSIONER BANJANIN: Maybe that's why they made no claim, they got insurance for that.

COMMISSIONER DICKSON: They may have.

COMMISSIONER GILLEY: That could be why.

COMMISSIONER BANJANIN: It seems strange they didn't make a claim on that.

COMMISSIONER DICKSON: They probably did.

MR. TOUART: Well, if there was insurance money, it would be subrogated by the insurance company anyway. Mr. Stanberry wouldn't get that. If he's already had an insurance claim, that would be subrogation.

MS. LANDER: What happens when you file a claim is that your premium goes up. So I'm not too worried about whether or not he has insurance or not, because George is right.

COMMISSIONER DICKSON: All right. So you're

suggesting -- because we've got --

MS. LANDER: I would say let's mediate it. Let's get our information, as Commissioner Banjanin suggested, and then go into the mediation with the maximum of 250, with title, to mediate it, see if we can do better, but we can go that far without having to impasse. What do you think, Charlie?

MR. PEPPLER: Okay. Because if you look at what's not been touched by the 1st District Court of Appeal, that's $35,000 that we're going to have to pay anyway. If you add the 58,000 for attorney's fees and costs, which she originally won or he originally won, because of a proposal for settlement he made, then we're up to 93,000. If you add in the 129,000 that his experts say would be the cost to repair, you're up to 220,000, and you round it off, to 250.

MS. LANDER: It's a justifiable figure.

COMMISSIONER GILLEY: That's fine.

COMMISSIONER BANJANIN: You just figured that up?

MR. PEPPLER: Yes.

COMMISSIONER BANJANIN: Does that give us our justification? Could you go back and offer -- say, We'll take your 250 offer, but we have to have title.

MS. LANDER: I think it might be more effective to do in the mediation setting, because then we're not dependant upon Lisa. We get to talk to Mr. Stanberry.

COMMISSIONER BANJANIN: Yeah, because she may not agree.

MR. TOUART: How long does all that take, to set the mediation?

MS. LANDER: Well, we just have to wait for the mediator's schedule. First you have to agree -- what we need when we go back into the Sunshine, is authority from this Board to attempt to mediate the suit within the parameters of what we've discussed here. We won't say the numbers out there, but just, you know, within our basis of authority, so that when we go into mediation we have authority to settle. They don't know how much authority we have, but we have authority to settle up to a certain amount. Then, of course, all mediations still have to be approved by the Board of County Commissioners. We have to still bring it back to you, if we are successful, and you would authorize us to do that in the Sunshine, and then the rest we'll bring back to you as it's completed.

COMMISSIONER BANJANIN: Is Lisa going to agree

to mediate?

MS. LANDER: I think that she would be hard-pressed not to.

COMMISSIONER GILLEY: Based on that last DCA ruling?

MS. LANDER: Yes. And, of course, we can always ask the Court to order mediation. So at some point, if she refuses, Charlie will have to ask the Court to order mediation and then she'll have to go.

Commissioner Young, you --

COMMISSIONER YOUNG: You know --

COMMISSIONER GILLEY: They offered the 250.

COMMISSIONER YOUNG: I know it. I think what happened, what I'm really thinking in my mind, you set the cap at 250, plus the house, and I personally don't agree with that. If we're going to take the house, I think we go to 300, as high as 300, if you're going to take the house. Because I think he needs enough money to pay Lisa and then have enough money to try to buy a place and then take care of his other --

MS. LANDER: Debts.

COMMISSIONER YOUNG: -- debts and stuff. That's all.

MS. LANDER: Are those kinds of damages that are

ancillary to the flood damage, where he had to be away from work and all of those economic damages, are they recoverable?

MR. PEPPLER: No.

MR. TOUART: He's retired. He doesn't work.

MS. LANDER: He doesn't work now.

MR. TOUART: I don't know when he retired. I don't know what he's retired from.

MS. LANDER: Has he retired for reasons related to the flood?

COMMISSIONER YOUNG: I don't know. I just know he's retired.

MS. LANDER: Is there any support to go higher than 250, to go into mediation?

COMMISSIONER YOUNG: If you're going to take the house, that's what I'm saying. If you're going to ask for the house, I think we ought to pay him three.

MS. LANDER: Remember that the house is worth -- the property at the end of the day will probably be worth, even if the house were to be leveled, it would probably have an inherent value of about $75,000 without the --

MR. PEPPLER: You mean the land?

MS. LANDER: Yes. Just the land would be worth

that much.

COMMISSIONER BANJANIN: What street is it on?

MR. PEPPLER: North Orange Avenue.

COMMISSIONER GILLEY: It's off of the old highway. You know Hood Drive comes into the old highway there in Ensley? You know, where Wickes Lumber, you know, Barnes Feed Store, it's back -- if you're going south, it's on the west side, back in there.

COMMISSIONER BANJANIN: A lot out there is worth $75,000? I wouldn't think a lot would be worth that much there.

MR. TOUART: I don't think that high. I think what they're talking about is with the house on it, the comparable value of the land.

COMMISSIONER BANJANIN: No, they were saying if you take off the house. I think that's pretty high.

MS. LANDER: Well, maybe it is. Maybe 75 would be high.

COMMISSIONER BANJANIN: See, our problem, Marie, is, as Bill mentioned, we have a responsibility to the public, too, and we can't just give money away. We have to have a basis for doing that.

COMMISSIONER DICKSON: And the reason I say that is because they have offered the 250. That's a

figure we've got to look at. Now, they didn't offer the title with that, that's because we offered 150. I mean, we need to kind of go back -- that's the reason we're giving -- saying we give you the authority to go negotiate here. They may then say, okay, fine. That would be okay. The worse that can happen is they come back and say no, and then we can come back and say, Okay, let's try the three. I mean, I'm not just saying try three, knowing that they're the ones that threw the 250 out on the table. That's the only reason I say that.

COMMISSIONER BANJANIN: Well, then we could probably do better than that going to trial.

COMMISSIONER YOUNG: Excuse me.

COMMISSIONER BANJANIN: I'm sorry.

COMMISSIONER YOUNG: If they put the 250 on the table, but they want to keep the house.

COMMISSIONER BANJANIN: Yeah, but that's their side of it. They want to get as much as they can.

COMMISSIONER YOUNG: They want to keep the house, but if we were going to approve that, then we need to consider future damages. And Richard has told us that he's got that under control for now and, of course, later on we still intend to use the Ensley project.

MR. PEPPLER: Try to complete it.

COMMISSIONER YOUNG: To try to complete it. So they're saying, give me 250 and let me keep the house. That would be one good way to get rid of this whole thing.

MR. PEPPLER: That's assuming we don't have anymore floods, or that he doesn't experience anymore flooding, because, obviously, he's going to sue us.

COMMISSIONER BANJANIN: The other concern I have with this is, if we're too -- if we don't go according to what they're really entitled to, all these other lawyers are watching this thing. We've got floods going on everywhere. We might have 100 cases filed against us. I think that 600,000 really woke up these guys about potentially making some money from the County on these flooding things. So I think the better we do on settling this one, we're going to save ourselves a lot of money in the future, hopefully, if it's not out of sight.

MR. PEPPLER: It woke up Ms. Minshew.

COMMISSIONER YOUNG: Have we had a flood problem, you know, with someone filing against us, to your knowledge?

MR. PEPPLER: In another area?

COMMISSIONER YOUNG: Yes.

MR. PEPPLER: Yeah. The Robberts' case is mediating tomorrow. That's over in the Copper Forest area.

COMMISSIONER YOUNG: Where?

MR. PEPPLER: Copper Forest, off --

COMMISSIONER YOUNG: Where is that?

MR. PEPPLER: Off of Pine Forest.

COMMISSIONER YOUNG: That's your district

COMMISSIONER GILLEY: That's the one where the sewage went in and the lady got hepatitis.

MR. PEPPLER: That's what she's claiming.

MS. LANDER: We're not allowed to talk about that case.

COMMISSIONER GILLEY: Oh, I'm sorry. That was just from our previous discussion.

COMMISSIONER BANJANIN: If I might, let's go back to our idea, Bill, about getting an appraisal, see what it's worth from the general area, add on the attorney's fees and maybe something else and see where we are. If we can get into a reasonable range there, if we have to add a little more money to get the title to the property, maybe we'll be all right, but take it up to 250 for now and let's see what that turns out to be. That way we've got a basis to proceed on. If it's way less -- I mean, this house

may only be worth, in that neighborhood, may only be worth 100,000. We can't go giving away an extra 100,000. I mean, if you go from -- say the attorney's fees would be how much, 50-something?

COMMISSIONER GILLEY: Fifty-eight.

COMMISSIONER BANJANIN: So you're talking about 158. If we add another hundred, I mean, that's just giving money away and we're going to open the door on other suits. We might -- if it's that low. Now, maybe it will be more, but maybe we can add on something to justify. But if we go -- we might be better off if it's too out of line just letting them sue us again and do the best we can.

COMMISSIONER DICKSON: Try to do the mediation.

COMMISSIONER BANJANIN: Or the mediation. I'm not sure Minshew is going to agree to that.

COMMISSIONER YOUNG: The $250,000 is really -- you've got 250 and you're going to let them negotiate up to 250. All I'm saying is $50 more and keep the house.

COMMISSIONER BANJANIN: Fifty thousand.

COMMISSIONER YOUNG: Fifty thousand. Well, you know, they keep the house and let it go. But anyway, whatever.

MS. LANDER: If the last word on that is -- if

they come back at mediation and if they say we'll go 300 with the house, then what we will do is we'll call another executive session, and we can go back into mediation after that point, if we have the authorization to do so or, or, we can bring it in the Sunshine back to you and we can say that we represented that we could not speak for the County. This is contingent upon approval by the Board, or do you not want us to bring anything in excess of 250 back to you as an alternative? Like, I don't have authorization to go up to anything more than 250 in mediation. But if they say we'll settle this for 300, you can have the house, you can have title, I don't have authorization to go that high, so I have to come back to you either in the Sunshine or in the shade. What would be your preference?

COMMISSIONER GILLEY: The shade.

COMMISSIONER DICKSON: The shade, yeah. We can talk.

COMMISSIONER GILLEY: Because you've got to justify those numbers no matter what those numbers are.

COMMISSIONER BANJANIN: We can't just go giving away --

COMMISSIONER GILLEY: We don't know what the

appraisal is going to come back as. I would not want that to be discussed. That wouldn't be fair to them either, to have that discussed, probably.

MR. PEPPLER: This appraisal that we're going to get done with your permission should be confidential.

COMMISSIONER GILLEY: Yeah, that's what I'm saying. I would not want that out in public.

COMMISSIONER DICKSON: Well, all of this is confidential.

MS. LANDER: It's called work product.

COMMISSIONER BANJANIN: Up until the time that it's all done. But then it's going to be public record, so all the lawyers in town will be reading all this.

MS. LANDER: It won't be public record, right, but when it's all over it will be. There aren't too many lawyers in town who have had $600,000 verdicts. And when a jury brings you back a verdict of 600,000 -- and they were not -- they were not a bizarre group of jurors. They looked like the average typical jurors, so something about this case --

COMMISSIONER DICKSON: I can't look at that, because they didn't end up -- the Court overruled that, so there were some reasons. You know, I wasn't

in there. I can't tell you why they came back with that, but, obviously, they --

MS. LANDER: They came back with it because the proof wasn't there to support the verdict.

COMMISSIONER DICKSON: Well, that's what I mean.

MS. LANDER: But they've been educated. These are educated plaintiffs now, so now they get the proof to conform in the future. I mean, Lisa now knows how to do her case properly, because the appeals court has told her this is what you have to do.

COMMISSIONER DICKSON: Okay, we've beat this thing to death. I think we know where we are. We've given you the authorization to go do that. You said if they just throw out the 300-something and you want to bring that back and bring it back in here in the shade -- is that what we call it, shade -- we'll rediscuss it. We've got another whole case to go here.

COMMISSIONER BANJANIN: I think one thing we have to realize is we all have a responsibility not to discuss any of these numbers with anybody, because then we're violating our duty, because -- I mean, we represent the people.

MS. LANDER: We're waiving the privilege.

COMMISSIONER BANJANIN: Yeah. And I then that tips them off and they will -- I mean, there will be no negotiating anywhere, so I think we all have to keep that in mind.

COMMISSIONER YOUNG: I don't think any of us have ever done that or would even think of doing something like that.

COMMISSIONER BANJANIN: Well, I'm just saying.

COMMISSIONER YOUNG: I think most of us in here are pretty intelligent about dealing with this kind of thing.

COMMISSIONER BANJANIN: I mean, sometimes these people approach, you know -- I always say I can't discuss it.

MS. LANDER: Let me add to that that Commissioner Barnhart can't be privy to any of this, because he wasn't here today.

COMMISSIONER BANJANIN: Yeah, that's right.

MS. LANDER: So he's out of it. I can't share this information with him. He's just going to have to stay back.

All right. On to Frankenmuth.

MR. PEPPLER: This is the matter in which the lease was entered into by Joe Flowers with Unisys for the equipment. There was an action in Federal court

to determine whether the County had ratified that lease, because in public meetings we had appropriated payments for the lease. The Eleventh Circuit U.S. Court of Appeals finally said, Yeah, you've ratified the lease. It went back down to Judge Collier in the District Court. The Frankenmuth, who took possession of the lease or became the assignee of the lease from Unisys, requested attorney's fees under the terms of the lease. Judge Collier said, No, you're not entitled to it. The Eleventh Circuit said, Yes, you are. And now we have a motion for rehearing pending on that particular issue in Federal court.

But getting down to the State court, while the Federal case is pending, Frankenmuth filed an action in State court saying, We'll you've not paid the lease, you've breached it, and now you owe us all of the payments under the lease. The issues in that case really boil down to what does the term -- I mean, what do the terms of the lease provide? We're saying that the lease provisions say you're only limited to one year of lease payments, and they're saying, No, because you kept the equipment and didn't give it back to us, we're entitled to all lease payments for the number of years under the lease. And they're saying, We're entitled to 10 million

dollars, basically, if everything goes their way. We're saying, No, the most we think you could ever get is about one point three million.

So what we want to do on this case, there's been -- I was trying to get --

COMMISSIONER YOUNG: You find a way to reduce that.

COMMISSIONER BANJANIN: I'm with you on that one, Marie.

MR. PEPPLER: How about a $100,000 offer?

COMMISSIONER GILLEY: So let's explain the one point three. What's your justification?

MR. PEPPLER: That when we said we're not going to make any more payments on it, we were liable for the payments that were due in the fiscal year that we said that, and that was back in '95, so we're liable for $419,000 plus 120,000. That's been accruing at 18 percent interest since that time.

MR. TOUART: Eighteen.

COMMISSIONER DICKSON: Why 18?

MR. PEPPLER: That's what the lease provided for.

MR. TOUART: Holy gees.

COMMISSIONER GILLEY: Who signed that lease?

MS. LANDER: Joe Flowers. And the County

wouldn't -- he wouldn't even let the County see the lease. We never saw it until he was out of office, but because the Board of County Commissioners approved a budget that had a line item for debt service -- that, by the way, was pretty much the same from year to year, the same amount. But what he was doing was he was folding over debt into refinancing agreements and not telling the County. I mean, this is the hard -- this case breaks my heart more than any other case on legal grounds, because the County has really taken a beating from the Court.

COMMISSIONER YOUNG: Where was Wanda?

COMMISSIONER GILLEY: That was before that.

MR. PEPPLER: Then Mr. Magaha was given the authority to take over the duties. His office was abolished, Flowers' office was abolished.

MS. LANDER: Right, was abolished by the legislature.

MR. PEPPLER: He was indited for entering into this lease.

MS. LANDER: Then he was given probation, right --

MR. PEPPLER: Right.

MS. LANDER: Withheld adjudication, and then he died.

MR. TOUART: Before any of this ever came to trial or anything?

MS. LANDER: Yes. And everybody -- and the guy that he was doing business with, his friend at Unisys, he died, so all the people who have firsthand knowledge of how the lease was entered into are gone. They're all dead.

MR. PEPPLER: Yeah. And the reason we brought this before you is because we're thinking of making what's known as a proposal for settlement, also known as an offer of judgment, for a certain amount that we thought would be appropriate, to put the ball in their court, to see if they would settle. But we want to do a little more discovery, send out some written questions to them and request for admissions, to get a better feel as to why they're saying they're entitled to all the lease payments under the lease, when the language of the lease doesn't even provide for that.

MS. LANDER: We also want to box them in to admissions, because we have tendered the equipment back to them in writing on several occasions years ago, and their response has always been, Just give us all the money. They won't give us direction as to where to deliver the equipment. You can't sell it

now, because it has no market value.

COMMISSIONER BANJANIN: It's obsolete.

MS. LANDER: It's worthless. It was worthless to the County when Flowers bought it. This is a major hosing.

COMMISSIONER BANJANIN: Could we countersue for fraud?

MS. LANDER: We have, as a matter of fact, alleged the affirmative defense of fraud.

COMMISSIONER BANJANIN: Which I think we should. If it was worthless when he bought it, they defrauded the man.

MS. LANDER: That's right.

MR. PEPPLER: Also, we have another count.

COMMISSIONER GILLEY: Did we get a ruling on that?

MR. PEPPLER: No.

MS. LANDER: No. This was all raised in the form of affirmative defenses before Judge Collier, but Judge Collier shortcut everything, entered summary judgment declaring the nonsubstitution clause to be unconstitutional, for the lease to be otherwise valid and enforceable against Escambia County, and he's stated but he makes no ruling as to all the other issues that were raised. So when they filed in

State court, Charlie took all of those unresolved issues and he brought them into the defense of the County in a counterclaim on behalf of the County.

But what we worry about is that we don't really argue that there is a one-year, we owe them for a one-year payment for each of two schedules. We're trying stop this case from hemorrhaging dollars and the way to do that is to try to put a fair value on the case, make an offer of judgment -- we're not ready to give you a number today, but we'll come back with that -- and if they don't get at least 125 percent of that offer of judgment from a jury, then they will have to pay all of Charlie's attorney's fees.

Did I mess up the percentage again, Charlie?

MR. PEPPLER: Yeah, it's 75 percent. When the defendant makes the offer of settlement, if the jury comes back with a verdict of 75 percent or less than the offer of judgment, then the plaintiff would have to pay your attorney's fees.

COMMISSIONER BANJANIN: At your rate of pay, we'll be able to get about a million dollars.

MR. PEPPLER: That's right.

MS. LANDER: That's right.

COMMISSIONER GILLEY: For how many years?

MS. LANDER: Well --

MR. PEPPLER: It's from the date that we make the --

MS. LANDER: From the date that we make the offer of judgment, that it's recorded. But we're not quite ready to do that, because we have to do a little bit more discovery, because once you make it, you don't want to keep changing your number. You want it to be a good, sound number based on things that you can support and, so, we want to do a little bit of pre-offer discovery, with admissions and interrogatories. We're going to prepare Request for Admissions and Interrogatories. Then we're going to come back to you for permission to file that offer of judgment. And we don't really need to do that in the shade, do we? Because after all, the amount is the amount.

MR. PEPPLER: Right.

MS. LANDER: We won't have to have another meeting in the shade. We'll just bring it back on the County Attorney's Report and, then, if our predictions are correct, Frankenmuth will have to think long and hard about rejecting this offer of judgment or they're going to have to pay everything that Charlie charges per hour from that time on,

through the trial of the case.

COMMISSIONER BANJANIN: Do you have any feel, just roughly, what kind of money we're talking about?

MS. LANDER: We've reserved -- we have available right now two point five million. If we make Amy come up with the other two five -- I have five million in reserves, but she doesn't actually have her hands on that other two point five. We will have to cut other County projects to make good on that other two point five, because we value the case in the worse case scenario at five million. That's our worse case scenario.

COMMISSIONER GILLEY: Now, is this the original company?

MS. LANDER: No. Frankenmuth is twice removed from Unisys.

COMMISSIONER GILLEY: I was going to say, so I thought.

MS. LANDER: Unisys was assigned to Tri Corp and then Tri Corp assigned to Frankenmuth for consideration. But these companies don't want computers. They want money. They bought debt. They bought paper. They bought commercial paper and that's what they want.

COMMISSIONER GILLEY: And what was it, 30 years?

What was the note?

MS. LANDER: It's a multi year --

MR. PEPPLER: Lease.

MS. LANDER: Nineteen years? I don't know what the payback is, but they paid millions of dollars for that note.

COMMISSIONER BANJANIN: What I meant was in the offer of judgment what kind of range are you looking at? I know you haven't pinned it down.

MS. LANDER: We have a rough range. What was it that we came up with Amy?

MR. PEPPLER: Between one point three and two point five.

MS. LANDER: Between one point three and two point five.

COMMISSIONER BANJANIN: You've got that money in reserve?

MS. LANDER: Oh, yeah. We could put our hands on two point five right now.

COMMISSIONER BANJANIN: So we don't have to raise taxes.

MS. LANDER: Not so far. But Frankenmuth is a horrible heartbreaking case.

COMMISSIONER GILLEY: Since there are computers, that's not capital? It can't be LOS?

MS. LANDER: Well --

MR. TOUART: I don't think so.

MS. LANDER: Computers don't have a life, a useful life of five years.

COMMISSIONER GILLEY: This is sad. This is sad.

MR. TOUART: Eighteen percent interest.

COMMISSIONER GILLEY: Yeah, that's ridiculous.

COMMISSIONER BANJANIN: If it goes very far, I think we ought to really countersue. We already have, but, I mean, really go after them for fraud, because if we've got a decent case against them, that way would get them to work with us some, otherwise, my gosh.

COMMISSIONER DICKSON: They would certainly be much more willing to negotiate something with us, rather than --

COMMISSIONER BANJANIN: A million bucks, right. We don't have that kind of money in the County.

MS. LANDER: I think we're done. We just have to go back into the Sunshine and recap that you're going to let us go into mediation.

(The attorney/client session concluded at 12:04 p.m.)

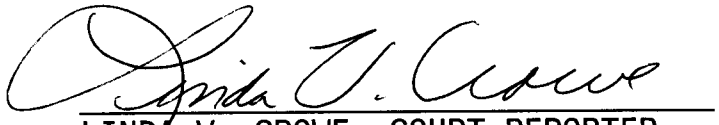
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 54 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of March, 2004.



LINDA V. CROWE, COURT REPORTER
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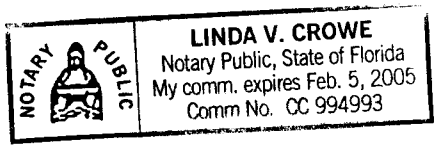


MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 20, 2004
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:30 p.m. – 4:10 p.m.)

Present: Commissioner Marie K. Young, Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, Vice Chairman, District 4
Commissioner Clifford W. Barnhart, District 1
Commissioner J. W. "Bill" Dickson, District 2
Commissioner Janice E. Gilley, District 5
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

CALL TO ORDER/PURPOSE OF THE MEETING

Chairman Young called the Attorney-Client Session of the Board of County Commissioners to order at 3:30 p.m., and County Attorney Lander advised that the purpose of the Meeting was to discuss litigation regarding Frankenmuth Mutual Insurance Co. v. Escambia County, Florida, and that the Commissioners *(and the following four individuals)* would retire to the BCC Conference Room for the Attorney-Client Session, which was advertised in the Pensacola News Journal on May 16, 2004, Legal No. 66525.

George Touart, County Administrator
Janet Lander, County Attorney
Charles V. Peppler, Chief Litigation Attorney
A Certified Court Reporter

3:30 P.M. – MEETING RECESSED
4:10 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

ADJOURNMENT

Chairman Young advised that no action was required and, there being no further business to come before the Board, the Attorney-Client Session of the Board of County Commissioners was adjourned at 4:10 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

By: _____
Deputy Clerk

Approved: June 3, 2004

IN AND FOR ESCAMBIA COUNTY, FLORIDA.

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Thursday, May 20, 2004, at 3:30 p.m. to wit:

FRANKENMUTH MUTUAL INSURANCE COMPANY
V.
ERNIE LEE MAGAHA, ET AL.

CASE NO.: 00-1506-CA-01

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

CLIFF BARNHART, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
JANICE GILLEY, DISTRICT V

CERTIFIED ORIGINAL

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR

JANET LANDER, COUNTY ATTORNEY

CHARLIE PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

LEITCH, TAYLOR & BAKER, INC.
COURT REPORTERS
113 South Alcaniz Street • Pensacola, Florida 32501
(850)434-5954 • 1-800-321-5954 • Fax (850)434-0053 • ltbinccr@cs.com

P R O C E E D I N G S

MS. LANDER: Linda, do you want us to identify ourselves for the record?

MR. PEPPLER: Charlie Peppler, Chief Litigation Attorney at the County Attorney's office.

MS. LANDER: Janet Lander, County Attorney.

COMMISSIONER DICKSON: Bill Dickson, County Commissioner District II.

COMMISSIONER BANJANIN: Tom Banjanin, County Commissioner District IV.

COMMISSIONER BARNHART: Cliff Barnhart, District I.

COMMISSIONER YOUNG: Marie Young, District III.

MR. TOUART: George Touart, Administrator.

COMMISSIONER GILLEY: Janice Gilley, Number V.

MR. PEPPLER: All right. This is a complicated case and I'll try to give a thumbnail sketch of it. This had its beginning when Joe Flowers as the comptroller entered into a lease with Unisys for certain computer equipment. Things went along for a couple of years. Joe got into problems with, you know, reverse repurchase derivative investments, and this came to light about this particular lease, that we were allocating payments to this lease without really knowing what lease equipment we had and what

the advantages were of having this particular equipment.

When his office was abolished, it came to light that we shouldn't be paying for this equipment because he's the one that signed the lease and we really didn't advocate it or approve it. That caused Frankenmuth, who became sort of the assignee of or they took over the lease from Unisys. Unisys assigned the lease to Tri Corp Financial and Tri Corp Financial assigned it to Frankenmuth Mutual Insurance Company and then Frankenmuth went into court saying, Hey, you can't just stop paying on it because you all have been allocating for the past three years payments on the lease, you signed the lease, essentially.

Fast forward seven years, seven or eight years, the Eleventh Circuit Court of Appeal said, Yeah, you're right, Frankenmuth. The County is on the hook for this lease. And we just recently, I think, came before the Board to pay attorneys' fees for defending that particular action brought by Frankenmuth. You approved to pay $235,000 in attorneys' fees.

Go back four years, and Frankenmuth charged into State court saying, Well, while we're waiting for the federal court to decide this, you've breached the

lease by not making the payments on the lease. So that case has been on hold for a couple of years and when the Eleventh Circuit finally made the ruling and we disposed of the attorney fee issue, that case is going to be coming up for trial, hopefully, this year.

So the lease provision does contain -- excuse me. The lease does contain an attorney fee provision, which provides that Frankenmuth, if they win the case, are entitled to attorneys' fees. And we're defending this particular State court action on two grounds. First, we're saying that -- if the Court allows us to say this -- that the lease was entered into by the fraud of Joe Flowers and Unisys acting together. Unisys didn't really tell Joe Flowers the whole story about what equipment he was leasing, and Joe Flowers really made some bad decisions on entering into this lease and, Frankenmuth, you have to bear the burden of the fraud of the people that you got this lease from.

Our second defense is that the lease equipment or the lease -- excuse me, the computer equipment that we got was no good to begin with. You gave us equipment that was going to be capable of handling information for hundreds and hundreds of years and

all we needed was equipment that would handle much less capacity than that, it quickly became outmoded, it was expensive to maintain, and we didn't get the benefit of our bargain. So this case now is in front of Judge Frank Bell. Like I said, we're waiting for trial.

The lease provisions themselves say that we have the right to say, Look, we're not going to allocate anymore funds under the lease, but we're only going to be liable for the fiscal year that we do that. So when we did that back in '95, we said, We're not going to pay anymore and we're only liable for that one year of lease payments. And I'm reading from the provisions of the lease.

Frankenmuth says, Wait a minute. That's insane. We just got a lease from Tri Corp and that lease goes to the year 2001. You mean to tell me that I'm only going to get one year of lease payments out of this when it goes to the year 2001? No way. We believe that we're entitled to the lease all the way through the year 2001, because you kept the equipment, you never gave it back to us. And, of course, our counter argument is that, Well, no, we told you to come pick up the equipment and you never came and picked it up. So that's going to be a factual issue.

COMMISSIONER GILLEY: Okay. We kept the equipment. Was it just like sitting in a room like this, not closed up?

MS. LANDER: Not all of it.

COMMISSIONER GILLEY: Was it being used?

MS. LANDER: We were using the A-11. And they wouldn't disconnect it. And this is before your time, George.

MR. TOUART: Thank you.

MS. LANDER: They told our office that they needed it until the Tracer was up and running, and they continued to use the A-11 -- so that's one piece of equipment that goes with one schedule -- beyond the point where we said we don't have an agreement with you.

COMMISSIONER DICKSON: You said that we, the County, told them we no longer wanted the equipment, come pick it up. We did that in writing?

MS. LANDER: Yes.

MR. PEPPLER: Yes, in August of '98, three years after we said we're not going to pay it anymore.

MS. LANDER: Right.

COMMISSIONER GILLEY: You didn't send the letter when we first said we're not paying it anymore?

MS. LANDER: We first terminated the lease in

1990 -- what was the date?

MR. PEPPLER: '95.

MS. LANDER: '95. We terminated the lease in '95, but they were continuing to use the A-frame. And despite the pleas of the County Attorney's Office, the County Administration -- not you -- at that time refused to disconnect it, because it would bring County operation to a halt. And so I could not send a letter of come and pick it up, because they were still using it. The minute they stopped using it, I sent the letter to come and pick up the equipment.

COMMISSIONER GILLEY: And that was in '98.

MS. LANDER: Yes. That's when we were up and running on Tracer.

COMMISSIONER GILLEY: Can you turn that off? Oh, my God.

MR. PEPPLER: She can't.

COMMISSIONER DICKSON: Theoretically, though, they wouldn't have had any reason to come pick it up until they got the letter from us three years later, right?

MR. PEPPLER: Correct. One of -- see, we're still in the middle saying we're not on this lease, we're contesting the whole legality of the lease. So

one of the things we said in our letter is we don't believe there is a lease, come and get your equipment. So they took it to me, Well, if we come and get the equipment, that means we're agreeing there's no lease. So they have an argument on their side, you're putting us in a, you know, a dilemma or legal dilemma by saying come and pick it up because there's no valid lease. Of course, they could have said, We're coming and picking it up and here's a letter stating --

COMMISSIONER GILLEY: Yeah, we're still going to challenge.

MR. PEPPLER: We're still going to -- right. Here's the letter stating, you know, this is still a valid lease, but you can't hold that against us, and that probably would have been the best way to do it.

COMMISSIONER DICKSON: So are you here to tell us today that we owe some money here?

MR. PEPPLER: You owe.

COMMISSIONER DICKSON: You're going to ask us, I guess, whether or not we want to agree to an amount or what -- go ahead and finish, I guess.

MR. PEPPLER: Right. Yeah, we owe some money, I think. We owe at least one year, if everything goes our way, and that's what that bottom portion of the

handout -- Amy Lavoy prepared this for us and it shows the amount that would be due if we tried the case on April the 1st of this year, and that's one point three million and some change.

MS. LANDER: Of course, we're past that date already.

MR. PEPPLER: Right, so it would be a little bit more.

MS. LANDER: And that's the best case scenario, simple interest. If you compounded it, it's the upper block.

COMMISSIONER GILLEY: Are you saying that this is what they have agreed they will take?

MS. LANDER: Oh, no.

MR. PEPPLER: No. No. No. This is what they want.

COMMISSIONER GILLEY: You're saying this is an offer?

MS. LANDER: This is our offer.

COMMISSIONER GILLEY: This potentially would be an offer.

MS. LANDER: That's the low end of our proposal.

COMMISSIONER BARNHART: Where does this money come from?

MS. LANDER: We have two-and-a-half million. We

have close to three million in reserves, Commissioner.

COMMISSIONER BARNHART: You do?

MS. LANDER: Yeah. But what we need to do and what I've asked Amy to do is reserve five million dollars on this case. Now, in order to reserve five million dollars on this case, it's going to hurt. It has to come out of general funds. It's going to absolutely hurt everything that the County operates, with the exception of our Enterprise Funds and even Solid Waste would probably take a hit.

COMMISSIONER BARNHART: So you have three million there now.

MR. PEPPLER: Two point --

COMMISSIONER BARNHART: You want to take another two million --

MS. LANDER: Right.

COMMISSIONER BARNHART: -- to put in this?

MS. LANDER: Right. Because this is the best case scenario that we have in this -- and I'll turn it back to Charlie in a minute. But we have to figure out a way to resolve this case, to settle this case, because I think that the results, if it goes before a jury, would be catastrophic. So what we would like to do is come out of here with some figure

to start out with and, if necessary, a high end on it, a timed payment on an annual payout basis, if worse comes to worse. In other words, we may have to pay more over a longer period of time in order to avoid the exposure to the catastrophic, because they're thinking they can get eight million.

COMMISSIONER BARNHART: How much?

MS. LANDER: Eight.

COMMISSIONER GILLEY: Based on what?

MS. LANDER: The whole lease, all the equipment for the whole period.

COMMISSIONER GILLEY: For the whole time period.

MS. LANDER: I just wanted to --

COMMISSIONER GILLEY: Did Mr. Flowers -- Mr. Flowers died, right?

MS. LANDER: He died.

COMMISSIONER GILLEY: Okay.

MR. TOUART: The actual cost of this equipment was $539,000, the hard cost of the equipment; is that true, 124,019?

MS. LANDER: It's hard to tell, George, because it was a refinancing on previous monies that were owed for Unisys equipment. Joe Flowers refinanced it and bought new equipment and it was the same annual payment, so it was kind of buried in there in the

budget and it was very hard to detect.

MR. TOUART: Who in the world would sign any lease at 18 percent, even in '95?

MS. LANDER: Joe Flowers.

MR. TOUART: And we have to abide by the 18 percent interest.

MR. PEPPLER: In the event of default.

MS. LANDER: It's not usurious.

MR. PEPPLER: No, it's not 18 percent as part of the lease.

MS. LANDER: The interest is on the schedule, the payment schedule.

MR. TOUART: So I assume you're here today to ask the Board to give you advice on a settlement offer?

MR. PEPPLER: Right.

COMMISSIONER BARNHART: What would you like to take out of this meeting today?

MR. PEPPLER: Authority from the Commission as to making a proposal for settlement.

COMMISSIONER BARNHART: What would you say a proposal would be?

MR. PEPPLER: Let me answer that question with a long answer --

COMMISSIONER BARNHART: Okay.

MR. PEPPLER: -- and then I'll summarize it. We propounded Interrogatories to Frankenmuth and asked them, Okay, tell us what your damages are. And we got back an answer. They think that they're owed, just in the lease payments themselves, as of April the 8th, 2004, approximately three point four million dollars without interest. And they're using 18 percent interest at the simple rate. So what I computed as far as a good settlement proposal -- and the reason I want to make a proposal for settlement -- this would be like a legal document that you would file with the Court is because I want to set us up to obtain attorneys' fees. See, under this lease, if the Judge were to award them one year, then they win and they're entitled to their attorneys' fees. So if we say, you know, we'll meet you halfway or give you a certain amount, they have to beat that amount by 25 percent or we're entitled to attorneys' fees. So that amount -- I guess getting to the short answer -- I figure between two point two five million and two point five million. And how I arrived at that was I took this one point -- one point four million and rounded it off, added 25 percent. That gave me about one point eight million. Then I added another year of lease payments

and that gave me around two point three million, and then I sort of -- if everything --

COMMISSIONER BARNHART: What would be the total lease payments? How many years does that make that we've paid them?

MR. PEPPLER: In the two point five?

COMMISSIONER BARNHART: Yeah.

MR. PEPPLER: Two years.

COMMISSIONER BARNHART: Two years.

MR. PEPPLER: Plus, you know, throwing in some interest and plus that 25 percent rubber, I guess you could call it.

COMMISSIONER BARNHART: And we have three million in a pot?

MS. LANDER: Yeah, we had some left -- we had about three hundred thousand dollars left over, so we're close to three million in reserves right now.

MR. PEPPLER: A little bit more.

COMMISSIONER GILLEY: Is that just for this case or is that all your reserves for all your litigation?

MS. LANDER: No, just this.

COMMISSIONER GILLEY: Okay, good.

MR. PEPPLER: We think we can take some reserves from the federal case, because we settled that.

MS. LANDER: Yeah, I've included that in that.

COMMISSIONER BARNHART: Does our insurance cover any of this?

MS. LANDER: We're self-insured.

MR. TOUART: We didn't have any insurance?

MS. LANDER: No.

MR. TOUART: You mean to tell me they didn't reinsure anything in those days?

MS. LANDER: No.

COMMISSIONER BARNHART: There was no insurance on this at all?

MS. LANDER: No, we're self-insured.

COMMISSIONER BARNHART: Oh, heavens.

MR. TOUART: You've got insurance now, Commissioner

MS. LANDER: Now, the problem is that since we wanted to have five million in reserves, but we don't have five million to put in it, we only have close to three, they're going to have to book at the audit -- if we can't settle this case before the audit report has to come out later this year, the auditors not only have to disclose it, but they're going to book it as a liability. They're going to book it and you don't like to be booking these liabilities.

COMMISSIONER GILLEY: Not publicly.

MS. LANDER: Right. So it is of the utmost

importance that we settle this case.

COMMISSIONER BARNHART: Well, what is your odds of settling with what you plan to submit to them?

MR. PEPPLER: That's kind of a roll of the dice. We had mediation last year that Janet and I attended and their last demand at that point was three point -- around three point five million dollars, and we had offered the two point five and they never responded. So, you know, the mid-point, obviously, is three million.

COMMISSIONER BARNHART: Three million, yeah.

MR. PEPPLER: So I'm hoping the two point five million is a pretty close to what they want.

MS. LANDER: If we were to offer three, would that put us within the range of the rule regarding attorneys' fees?

MR. PEPPLER: Right. They would have to get a verdict from Judge Bell or from the jury for three point two five million or whatever 25 percent of three million is.

COMMISSIONER GILLEY: What about two point seven? Would that be an insult to only go up a quarter of a million, two point seven five, I mean, versus going the full three?

MR. TOUART: Two point seven point eight --

MS. LANDER: Well, we're not saying -- this is for the purposes of the offer of judgment. If we were just mediating this case in a room -- and that's an option, too, we can always ask for another mediation. If we were mediating this case, we could start low within the authorization that you give us and then work our way up to the maximum. But for purposes of filing an offer of judgment or an offer of settlement in this case, you have to have your high figure. You give it to the Court and then the other side has to stop and think, Well, if I don't take this, I'm not able to get attorneys' fees and I might not get that much and then I'm going to have to pay their fees. So they will be thinking about all this, too. But we do have the option of requesting mediation on this case, because Judge Bell --

MR. TOUART: What happened in mediation last time?

MS. LANDER: They blew us off.

COMMISSIONER BARNHART: I think if we offered two five and gave them also another 250,000 leeway, which would be two seven, but go back with two five with that in your --

MR. PEPPLER: Proposal for settlement.

COMMISSIONER BARNHART: A quarter million in

your pocket to deal with, if necessary.

MS. LANDER: Well, he wants to -- I think with --

COMMISSIONER DICKSON: Go back and talk, tell me about the -- you said we could go to mediation, I mean, before -- tell me about that, I mean, give me --

MS. LANDER: Well, we had a federal mediator. We were in the Eleventh Circuit. I think she was counterproductive to the process myself. She was a very, very interesting character. I think that it's worth a shot to try once more. But what Charlie is trying -- and I'm always for mediation, because you kind of get to test out how good your theory sounds when you say it out loud. The problem is this case is hemorrhaging dollars. The clock is running on interest everyday, so the longer we drag this out, the more we have to pay, if we're not able to settle this case at some sort of a manageable level. Now, they have -- how many days will they have to respond, Charlie?

MR. PEPPLER: Thirty.

MS. LANDER: They will have 30 days to respond to Charlie's offer of settlement. We could -- so whatever figure you give us to plug into that offer

of settlement, we'll go with. If they reject it or if we don't hear from them within 30 days, we can ask the Court to order mediation.

MR. PEPPLER: Yeah, we can.

COMMISSIONER GILLEY: Now, time frame wise, how long does mediation take?

MS. LANDER: As soon as you can get the mediator and then usually you hammer things out if you're going to hammer them all in one day.

COMMISSIONER GILLEY: When is the audit performed?

MS. LANDER: It will be in -- they will have to release the report as part of the budget around July, so we're still okay.

MR. PEPPLER: Now, one of the things I did say in my notice of trial so we could get on the trial docket was at the mediation we had reached an impasse, so -- you know, my thought is, you know, to make a proposal for settlement, but you give us authority to, you know, offer some money to make it go away. I think we can informally try to settle this through the attorneys.

COMMISSIONER GILLEY: Okay.

COMMISSIONER BANJANIN: What's our exposure, if we go to trial?

MS. LANDER: Well, it depends on the jury. See, the weakness, the main -- we have strengths in this case. The strengths being Joe Flowers entered into this ridiculous arrangement unbeknownst to the Board of County Commissioners, consistently refused to let the Board of County Commissioners see what he had signed, deliberately withheld it. He fraudulently signed documents and he was a political subdivision. He fraudulently represented that he had obtained a resolution from the Board of County Commissioners, and all of the above. Here's the -- we're in good shape, until you get to the part where when we -- when Joe Flowers was removed from office and the office was abolished, instead of saying we repudiate this lease -- here is the equipment, take it away, it's not ours, we lay no claim to it -- we continued to use the A-11 for a specified period of time. Most of the equipments are for wide area networks and I don't know about the imaging system or not.

MR. PEPPLER: That was the one that had too much of capacity.

MS. LANDER: Yeah, we didn't need it.

MR. PEPPLER: It went for two or 300 years.

MS. LANDER: It was only the A-11 that we used. But it was a very -- it really carried on the

County's daily operation. It was the main frame. So we couldn't have operated the County without it, but if that's the case, then we need to step up to the plate and say, All right, we're going to continue to use the equipment. And that's why we're going to lose the case.

COMMISSIONER BANJANIN: Would you think we would only be liable for the three years or for the -- how long was the term of the lease?

MS. LANDER: I think we could probably cut off our liability in 1998. The schedules were something around seven years?

MR. PEPPLER: Seven or eight years.

MS. LANDER: Seven or eight years on the equipment, commencing around '94 or '95. One was in arrears, one came later. So we have --

COMMISSIONER BANJANIN: How much is --

MS. LANDER: The cutoff point, say, from '94 -- that one would probably be due the next year, '98 -- three or four years. We're looking at a maximum of three or four years.

COMMISSIONER BANJANIN: All right. Let's say four years, how much would we have to pay?

MS. LANDER: Four years would be between six and eight million.

COMMISSIONER BANJANIN: Oh, my God.

COMMISSIONER DICKSON: I thought she said our upper exposure potentially was eight million.

COMMISSIONER BANJANIN: Let's try to settle it.

COMMISSIONER GILLEY: I couldn't ever get back to the eight million, but now I get it. You're saying the daily percentage for three or four years is what gets you to the eight million.

MR. PEPPLER: The interest accruing.

MS. LANDER: Right, it's the interest that's killing us.

COMMISSIONER BANJANIN Janice, if we postpone this to December 1st, you and I won't be here.

COMMISSIONER GILLEY: I'm for that. Y'all come back --

MS. LANDER: We have to settle it.

MR. TOUART: Obviously, I don't know anything about the past, but the AS-11, that is an IBM mainframe. That is a core -- I'm very familiar with those. We used them before, too. It was the most common type of mainframe back in those days, and that is approximately the cost, 419,000. We had two of them in Mississippi. But this other equipment, the WAN, that's one piece of equipment, guys, that's about the size of that table.

MS. LANDER: We never used it.

MR. TOUART: But the WAN equipment down there is a bunch of equipment that they could have come and picked up, and if y'all put them on notice to pick it up, that's definitely on y'all's side, because that was the equipment itself. The mainframe was -- the big part of the equipment was that W-A-N.

MR. PEPPLER: There's some good points on our side.

COMMISSIONER DICKSON: What would the rent be, the lease on just the A-11; do we know that? Just if you said, Okay, we agree --

MS. LANDER: We could break it out.

COMMISSIONER DICKSON: Okay. Well, what if we broke it out and said, Okay, we feel like, you know, we owe you that, because we did use that piece of equipment, we used it for several years, but we didn't use this other and we did send you a letter asking you to come pick it up. Therefore, we really don't feel like we owe you for that, because you could have come and picked it up. And we've never touched it. It's still in the box or whatever.

MR. TOUART: That's a good point, because one does not correlate with the other.

COMMISSIONER DICKSON: Yeah. That's what I'm

trying --

MS. LANDER: We have taken that path with them and we have consistently said, We will pay you for what we used and what we owe you. Quantum meruit is the legal term that we were tossing around, but they were not interested in quantum meruit. They wanted the benefit of their bargain with Tri Corp. The reason they never wanted the equipment back is because they're not computer companies, they're financial companies.

COMMISSIONER GILLEY: They're finance companies.

MR. TOUART: That's exactly right. They're a leasing company.

MS. LANDER: And, also, the computer equipment becomes obsolete so quickly. It was virtually worthless within a few years.

COMMISSIONER BANJANIN: Well, they would have taken three point five last year; is that what you said?

MS. LANDER: Would they have taken three point five last year, Charlie?

MR. TOUART: I thought you said three point four.

MR. PEPPLER: Right. We were trying to tie in the state proceeding, this lease proceeding in with

the attorneys' fees issue.

MS. LANDER: When we were in mediation, we were looking for a global settlement. We wanted to settle both cases, if we're going to settle, not have one outstanding. We came out pretty good on the attorneys' fees, we really did, but we were never exposed to damages in the federal court case. It was always just attorneys' fees. This has always been the one that makes us afraid to exhale, because of the potential exposure there.

MR. PEPPLER: There were reasons -- we thought we had a good, and we still think we had a good case on the federal case using that over their head as a means to try and get them to settle on the state case, which is our weaker case.

COMMISSIONER GILLEY: But they wouldn't respond. Y'all came to an impasse in mediation and they wouldn't respond.

MS. LANDER: They didn't want to do a global settlement.

MR. PEPPLER: Right.

COMMISSIONER GILLEY: So they're going to push this anyway.

MS. LANDER: See, Tri Corp paid the attorneys' fees for Frankenmuth in the federal case. Tri Corp

was the one who assigned the paper to Frankenmuth and they knew they had breached their warranty by representing that everything that had to be done was done. There was a breach of warranty, and I argued to the Eleventh Circuit that Frankenmuth was bringing the wrong cause of action against the wrong party, and the Eleventh Circuit -- actually, I think they bought into that because they sent it to the Florida Supreme Court, but we got a new panel later and the new panel at the Eleventh Circuit was not as sympathetic as the original panel, so we wound up holding the bag on this contract. But what we really have is a breach of warranty on the part of Tri Corp to Frankenmuth. Tri Corp knew it, so Tri Corp has been picking up the tab on attorneys' fees in the Federal case for all these years. That's over now, but nobody is paying the attorneys' fees for Frankenmuth, so now Frankenmuth does have some motivation to settle, although under the lease they can still recover attorneys' fees, if they prevail.

COMMISSIONER BANJANIN: What other things would be a motivation for them to settle?

MS. LANDER: Well, I think they're just tired of it. They're tired of it. And lawsuits are always uncertain. You know, even if you think you're going

to win, you go into a lawsuit and you never know what the jury is going to do. It keeps everybody worried.

COMMISSIONER BANJANIN: Can we counterclaim them somehow?

MS. LANDER: We have many defenses. We have affirmative defenses that we've raised.

MR. PEPPLER: Actually, we have counterclaimed.

MS. LANDER: We have counterclaimed?

MR. PEPPLER: One that's for fraud and the inducement --

COMMISSIONER BANJANIN: Yeah, the fraud and the inducement.

MR. PEPPLER: -- to rescind the agreement. The second was --

MS. LANDER: Well, that would have to be with Tri Corp -- I mean, with Unisys.

MR. PEPPLER: We're saying that they carried the fraud with them, because they would be the assignee.

COMMISSIONER BANJANIN: See, something like that could be enough.

MS. LANDER: It won't.

MR. PEPPLER: The second count is that they gave us defective equipment.

MS. LANDER: These are things that you allege, but realistically --

COMMISSIONER BANJANIN: We need to settle it, but I'm thinking of stuff that we can throw at them that might make them think, well, maybe we better settle this thing instead --

(Phone ringing.)

MR. TOUART: It does that. I don't know why.

COMMISSIONER BANJANIN: -- of fighting it out.

COMMISSIONER GILLEY: Their tape is being turned over right now.

COMMISSIONER DICKSON: Yeah, right.

MS. LANDER: I'm sorry, Commissioner. I was distracted by the phone.

COMMISSIONER BANJANIN: I mean, you've got a counterclaim for fraud, so that maybe they don't want the publicity, I don't know. There may be enough there that they will be reasonable, I guess. All we can do is try at this point.

COMMISSIONER GILLEY: So how much do you say? I mean, how much as an attorney? I don't know.

COMMISSIONER BANJANIN: I think you ought to go back, I guess -- well, you can go back informally. Why don't you go back informally and feel them out? Tell them, you know, we're willing to give you the two point or whatever it was we offered them and say do you want to make a counter offer to that, and

let's see what they say and then maybe we can work it out. And then if they won't do it, you can make the offer of judgment and put some heat on them and then maybe they might.

COMMISSIONER BARNHART: I think Tom is right. We ought to go back, as I said before, with the two point, but also let them have something that he can go a little further with, another quarter million, if he has to negotiate.

COMMISSIONER BANJANIN: You know, I think we ought to just authorize, just tell him up to three point five and let's try to --

COMMISSIONER BARNHART: Whatever.

COMMISSIONER BANJANIN: -- and shoot for three.

COMMISSIONER BARNHART: Something that he has --

COMMISSIONER BANJANIN: Right. And let's try to give him a little something, quite a bit to work with.

COMMISSIONER BARNHART: Something to negotiate with.

COMMISSIONER BANJANIN: Right, that's another million, because this sounds real bad.

MR. TOUART: It's 20,000 a month in interest.

COMMISSIONER YOUNG: Two point five, you're saying?

MR. PEPPLER: You're saying -- let me just summarize -- and, of course, disagree with me -- make a proposal for settlement of two point, but give us authority to settle up to three million?

COMMISSIONER BARNHART: That's right.

COMMISSIONER BANJANIN: Well, I'd say up three point five. I guess we could drum up another --

COMMISSIONER BARNHART: What have we got in the kitty?

COMMISSIONER GILLEY: They've got three and they said they could get their hands on --

MS. LANDER: Almost -- we're just under three. We have two point.

COMMISSIONER BARNHART: Forget about anymore. That's what we have now, three?

MS. LANDER: Close to three.

COMMISSIONER BARNHART: Let's go with three. That's what we've got.

MS. LANDER: Not quite. That's why I said close to three.

COMMISSIONER BANJANIN: I don't know. We've got to get this thing settled, because if we're running a risk of eight million, we're going to be --

COMMISSIONER DICKSON: Wait a minute. So we've got three and you think that there's a possibility

that there's a couple hundred thousand out there? Well, why don't we go at a top of three point two five, whatever is close to three point five. I mean, it's kind of in-between.

COMMISSIONER BANJANIN: Well, he's going to try to negotiate as low as he can. He's hoping that we can get the three, but I think we better give him enough.

COMMISSIONER DICKSON: That's what I'm saying.

COMMISSIONER BANJANIN: Well, I think three point five is good.

COMMISSIONER DICKSON: Why not go for three point two five?

COMMISSIONER BANJANIN: Because then he's got to come back. We delay it. We've got to grab --

MR. PEPPLER: You can give me a settlement range right now.

COMMISSIONER BANJANIN: That's what we're talking about.

MR. TOUART: Now, Commissioner, keep in mind, anything above what they've got, that's money from the general fund.

COMMISSIONER BANJANIN: I know that, but if we have to end up paying eight, you're talking five million that we don't have, not a half a million.

MS. LANDER: Plus we will have to take it out of the general fund and put it in reserve, two and a half million, if we don't settle the case within the next couple of months.

COMMISSIONER BANJANIN: So we're going to be up the --

COMMISSIONER DICKSON: I don't care if we go to three point five, but one of the things I do not want in the settlement is one of those damm clauses in there that says neither party can talk about it, because when this hits the press, I want to be able to say, Well, I'm sorry. This happened sometime ago. And I'm sorry --

COMMISSIONER BANJANIN: It's not our fault.

MS. LANDER: Right.

COMMISSIONER DICKSON: -- that Joe Flowers wasn't playing with a full deck and he made this -- you know, I don't want to sit there and take it.

COMMISSIONER BANJANIN: It sounds like he wasn't.

COMMISSIONER DICKSON: Well, I'm sorry. He obviously wasn't. Whatever the problem was --

MR. PEPPLER: You can't defame the dead.

COMMISSIONER DICKSON: So I don't want that, you know, what that standard clause is.

COMMISSIONER GILLEY: He can't come after you with libel.

MS. LANDER: No confidentiality.

COMMISSIONER DICKSON: No confidentiality.

MR. PEPPLER: Right.

COMMISSIONER DICKSON: It happened sometime ago and it's not our fault.

COMMISSIONER BANJANIN: Exactly. Now we're cleaning up the mess.

MS. LANDER: At this point we have a range of two point five to three point five. And then Charlie will work that. Now when we go back out into the Sunshine, the Board doesn't have to take any action, because whatever Charlie is able to negotiate will have to come back to you for final action. Okay. All right. But what you're giving him here is authorization. However, nothing that he does with regard to Frankenmuth's attorney is going to be binding on the County until we bring it back at a meeting in the Sunshine.

COMMISSIONER BARNHART: But he has the authority to go to three point five --

MS. LANDER: Yes.

COMMISSIONER BARNHART: -- without coming back.

MS. LANDER: Right.

COMMISSIONER BANJANIN: I think what you should do, in my opinion, is go back and say, you know, two point five.

COMMISSIONER GILLEY: Right.

COMMISSIONER BANJANIN: If they say no, then you say, Well, what's your counter offer? Let's find out what the range is, and if it's, say, three point five, then you can start negotiating and try to move toward three. But if they do say three point five, then if we can't get them down, we better grab the three point five and get this thing settled and get the heck out of Dodge.

MR. TOUART: May I make a suggestion to the Board for y'all's consideration on a time period that they've got to come back to y'all? In other words, this can't linger on for two or three months out there.

MS. LANDER: Right.

MR. TOUART: And the other thing, if, in fact, this fails, what kind of time frame is the Board looking at on mediation? I would think that would be the next step.

COMMISSIONER GILLEY: That's what I was going to say. This negotiating window ought not be forever. I mean, there ought to be a time frame, because the

time -- we have a time certain that we have to try to get this settled.

COMMISSIONER BARNHART: What's the time?

MR. PEPPLER: I could make a proposal for settlement at three. We could make the proposal for settlement at three.

COMMISSIONER BANJANIN: They're going to say they want four if you do that. Or you could raise it a little bit, say, three --

COMMISSIONER DICKSON: Two point six.

COMMISSIONER BANJANIN: Two point six. We come up a little bit. Good thing, Bill.

COMMISSIONER BARNHART: How much time are you going to give them to answer you, Charlie?

MR. PEPPLER: Well, legally they have 30 days.

MS. LANDER: No, we're talking about informal offers back and forth --

MR. PEPPLER: Right.

MS. LANDER: -- would your client take, and then when you get to a number you draw up the settlement papers for the Board, which by the way can't be approved by the Board until -- so their deadline may be June 3rd. I hate to bring this as an add-on, but I may have to, because it costs 20,000 a month if I don't.

COMMISSIONER GILLEY: I don't think we would disagree with an add-on in that case.

MS. LANDER: So June 3rd is our cutoff date.

MR. TOUART: Keep in mind, also, that whatever I bring to the Board as a budget is highly impacted by this case.

MS. LANDER: Right.

MR. TOUART: Less general fund dollars.

COMMISSIONER BARNHART: Well, that's why we have to have a time.

COMMISSIONER BANJANIN: We will have to escrow another two point millon out of our budget, so we're going to be down another two point five. We better settle this thing right away.

MR. PEPPLER: The deadline to me will only really work if you give them your top dollar. If you're just going to, you know, chip away at each other, you can't set deadlines.

MR. TOUART: You never played poker?

COMMISSIONER GILLEY: I was fixing to say.

MR. PEPPLER: What they're going to say is -- Okay, I say, two point six million, take it or leave it by June the 2nd.

MS. LANDER: No. No.

COMMISSIONER BANJANIN: Well, you don't say take

it or leave it.

COMMISSIONER BANJANIN: No. No. It's not a take it; you offer that.

MR. PEPPLER: Get back by June 2nd.

MS. LANDER: No. No. Get back to me by close of business tomorrow.

COMMISSIONER BANJANIN: Then, if they say no, then you say, Well, what is your counter offer, how much do you want? And then -- you know, if they see you're serious about it.

COMMISSIONER GILLEY: If they're sick and tired of this.

COMMISSIONER BANJANIN: Yeah. Otherwise --

COMMISSIONER GILLEY: And if they're not, then they're going to know.

MR. PEPPLER: What if they say we don't have one?

MS. LANDER: Then we'll file the offer of judgment.

COMMISSIONER GILLEY: Then you do the official thing.

MS. LANDER: We file the offer of judgment. We can do it. If we file a three million dollar offer of judgment, they would have to take it. They would have to take it. So that's our fall back position.

COMMISSIONER BANJANIN: Okay. You think they would have to take it. They couldn't run up the attorney costs?

MS. LANDER: Right.

MR. PEPPLER: They would be stupid to let it go by. They will have to take it.

MS. LANDER: I mean have to take it in the sense it would be insane.

COMMISSIONER DICKSON: Right, from a practical point

COMMISSIONER BARNHART: Well, then that's the place.

COMMISSIONER BANJANIN: Well, let's go for it. Let's get this thing settled.

COMMISSIONER DICKSON: No confidentiality clause in there.

MS. LANDER: No.

COMMISSIONER DICKSON: I want to be able to --

COMMISSIONER GILLEY: He wants to bust their chops.

COMMISSIONER DICKSON: Because we're going to take the heat on this thing and we ought to be able to say, Look, this happened way back and, unfortunately poor old Joe didn't understand or something, but we settled the best we could for the

County. I mean, we shouldn't have to take it.

MR. TOUART: Don't blame the County Commissioners.

COMMISSIONER BANJANIN: No confidentiality.

MR. PEPPLER: There's other confidentiality agreements that have to do with us and have to do with them.

COMMISSIONER GILLEY: That Frankenstein (sic) deal.

MR. PEPPLER: All right. Just in summary, the authority you've given me is two point five to three point five, right?

COMMISSIONER BANJANIN: Right.

COMMISSIONER BARNHART: That's correct.

MR. PEPPLER: Million.

MS. LANDER: Right. And if they don't accept that, you will go ahead and immediately file an offer of judgment for three point oh.

COMMISSIONER BANJANIN: Let's go with it.

COMMISSIONER BARNHART: That's it.

MS. LANDER: Now, when we get back out there -- Commissioner Young, when we get back out there, we'll just say that the Board is not going to take any further action at this time or any action at this time and then we'll adjourn.

COMMISSIONER BANJANIN: Do you want these papers back?

MR. PEPPLER: Yes.

COMMISSIONER GILLEY: They need to give you the documents.

MR. PEPPLER: Give me the papers.

(The attorney/client session concluded at 4:15 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

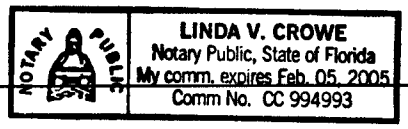
COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 40 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of July, 2004.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: CC994993
My Commission Expires: 02-05-05



MINUTES OF THE 3:00 P.M. ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD NOVEMBER 4, 2004
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:09 p.m. – 3:46 p.m.)

Present: Commissioner Marie K. Young, Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, Vice Chairman, District 4
Commissioner J. W. "Bill" Dickson, District 2
Commissioner Janice E. Gilley, District 5
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Clifford W. Barnhart, District 1

CALL TO ORDER/PURPOSE OF THE MEETING

Chairman Young called the Attorney-Client Session of the Board of County Commissioners (BCC) to order at 3:09 p.m., and County Attorney Lander advised that the purpose of the Meeting, which was advertised in the Sunday, October 31, 2004, issue of the Pensacola News Journal *(and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule – November 1-5, 2004, Legal No. 67197)*, was to discuss litigation regarding Emerald Lakes (Heron's Forest *[Development Company]*), and that the following individuals would retire to the BCC Conference Room for the out-of-sunshine Meeting:

George Touart, County Administrator
Janet Lander, County Attorney
Alison Perdue, Deputy County Attorney
A Certified Court Reporter

3:10 P.M. – MEETING RECESSED
3:44 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

EMERALD LAKES (HERON'S FOREST)

Motion made by Commissioner Dickson, seconded by Commissioner Gilley, and carried 4-0, with Commissioner Barnhart absent, approving to accept, with the following four modifications, the Special Master's Report dated October 3, 2004, regarding Emerald Lakes (Heron's Forest Development Company):

A. Staff would be allowed to develop a TDR *(Transfer of Development Rights)* proposal that would be workable with both parties;

B. Each party would be responsible for future legal fees;

C. Heron's Forest would identify potential receiving parcels, which would be limited to approximately five to six different parcels, with the parcels to be identified in advance, if possible, and if advance identification is not possible, the County would consider allowing Heron's Forest to accept credits for future use; and

D. The final Agreement would have to come back to the Board of County Commissioners for final approval prior to the expenditure of approximately $135,600.

ADJOURNMENT

There being no further business to come before the Board, Chairman Young declared the 3:00 p.m. Attorney-Client Session of the Board of County Commissioners adjourned at 3:46 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

Approved: November 15, 2004

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to. Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Thursday, November 4, 2004, at 3:00 p.m., to wit:

EMERALD LAKES (HERON'S FOREST)

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

CLIFF BARNHART, DISTRICT I (Not Present)
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
JANICE GILLEY, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
ALISON PERDUE, DEPUTY COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

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ALISON PERDUE, DEPUTY COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

in there. And when we recently did the JLUS Study, we included a new area called Area Bravo, which took in the rest of the property, which also impacted their density. So, obviously, because of that, they filed suit, I guess, right? At this point I'll let you explain it.

MS. PERDUE: Sort of. Yes, that's true. What I've got you guys all here for today is, I hope, for some -- a little bit of guidance. This is the Emerald Lakes matter, which is Heron's Forest Development Company, which -- it may start coming back to you -- has been before you at least twice in the last year for hearings. Robert Emmanuel is the attorney, Garrett Walton and Dick Baker are the developers. Essentially, this has to do with approximately 26 acres which is over off Gulf Beach Highway, which would be Emerald Lakes, the final phase of a multiphase master plan originally approved back in 1996. And the gist of it is, just as Commissioner Dickson has described, the bottom line is there have been some downzonings that have affected this property, cutting the potential density significantly. I think we all can concede that it was cut significantly.

The legal arguments stem over whether or not

P R O C E E D I N G S

MS. PERDUE: I'm handing each of you a map to refresh your memories of the location of Emerald Lakes, and I'm also handing you a copy of Mr. Lou Ray's Section 7045 Florida Statutes recommendation.

COMMISSIONER DICKSON: Do you want me to give the presentation, Alison?

MS. PERDUE: Yes. For some of you, you've heard this --

MS. LANDER: You've got some very useful background information.

COMMISSIONER DICKSON: Yes.

COMMISSIONER GILLEY: I don't even know what this is.

MS. LANDER: Go ahead.

COMMISSIONER DICKSON: You want me to go?

MS. LANDER: Sure.

COMMISSIONER DICKSON: This is the property that was owned by Garrett Walton and Dick Baker out there off Gulf Beach Highway. They purchased the property some time ago and then at some point, a couple of years ago, the flight pattern on the state, we were told that the map was wrong, so they moved it, so part of their property ended up in an APZ, which reduced the density that they could have

the County's position would be correct, which is that they should be subject to the downzonings regardless of any master plan approval. Five of the acres they didn't even own back in 1996. They added those on later. So we feel as though there are some fairly strong legal arguments that the downzonings do apply.

Their argument is, essentially, that they do have vested rights to this development, that they are essentially vested with the densities at the time they submitted their master plan for approval back in 1996, and that the County has essentially taken -- if you get the opportunity, in front of you is a copy of Mr. Lou Ray's recommendation. Their position is that the County has essentially taken the equivalent of 452 dwelling units from them and that the County is responsible to them for that taking, essentially, is what they're saying.

This has been and is in litigation in Circuit Court on a petition for cert. It has been before you on a couple of appeals out of the Board of Adjustment for various matters, and what has happened now is they have filed what is called a 70.51 Land Use Dispute Resolution Act claim against the County, and pursuant to that, we had to

participate in a sort of mediation type proceeding, which Mr. Lou Ray acted as the Special Master/Mediator for that proceeding. Mr. Richard Duane helped out in that. He participated a little bit, as did Karen Thompson and Steve Fitzgibbons. We also had Lieutenant Ricketts from the Navy, who did show up and made some comments on behalf of the Navy.

Following all that proceeding with Mr. Ray, he has to, under the statutory scheme that brought us there, he has to issue this recommendation. You have a copy of it. I think it's four or five pages long. As Mr. Ray indicates in here, the Special Master mediation proceeding had to be declared an impasse. I mean, my position was we had strong legal positions and I was not going to concede to the large amount of money they claimed that they were entitled to. If you look at the figure, it's over two million dollars they claim they're entitled to. So Mr. Ray did what, I think I would have to say, is a creative potential compromise, and in his recommendation he lays out a four-prong solution or compromise to this ongoing litigation and dispute.

And the four parts are -- and they start there on page three, but, essentially, what he's saying is

that, okay, here's what we'll do. For the 26 acres over here off Gulf Beach Highway, we will limit that to the JLUS standards. They can only do single-family detached residential or commercial or a blend, which would be allowed. It can only be done at the densities allowed under the current JLUS map and all that sort of thing. Okay, fine.

Then step two is, let's take those 452 dwelling units that this property would have been allowed to have a maximum density of back in '96, let's take that and let's transfer, let's allow Mr. Walton to transfer that to somewhere else in the County, except for another overlay area or a barrier island. He would not be allowed to transfer it there, but limit it to no more than three dwelling units per acre.

The third prong of his recommendation is that the County would have to enter into a settlement agreement that would be in the form of an actual development agreement with Heron's Forest that would outline what they would be allowed to do. In other words, yes, they can have their 452 units, yes, they can put them here, no more than three, you know, kind of outlining the details of what they would be allowed to do. And we would have the Navy basically

show that they agree with this development agreement, as well as the Circuit Court where we do currently have a case involving Emerald Lakes pending at the moment.

And then the fourth prong of his recommendation is a payment of $135,000 to the developer. The formula was $300 per unit of what they claim was taken, but the idea behind what that amount would go to would be to help pay for engineering plans and their costs, maybe even some of effort that they claim they've put into this. That's clearly a lot less than the two point two million that they claim that they would be entitled to, but it is still a significant amount of money.

Anyway, that's kind of the four-prong recommendation that he has come up with. It does have its pros and its cons, which is why I've asked you guys to be here today. Of course, the biggest plus side would be that it would end any litigation, and Robert Emmanuel, their attorney, seems to think that the concept that's presented here is very, very much what they would like to see happen and they can see that, yes, if the County were willing to enter into something like this, that it would end the litigation, not only what is currently pending, but

it would remove the possibility of them pursuing something that could potentially have a big money blow to the County, like maybe a taking claim, or there's a slight potential of a Burt Harris Act here, although my legal position would be that the statute of limitations has run on a Burt Harris claim. They may also want to attempt to establish that they have vested rights to develop this under the 1996 densities, which, of course, would present a real problem with regards to the Navy in that particular area. So this solution would remove those possibilities.

This is an acceptable solution to the Navy. I talked to Lieutenant Ricketts of the JAG Corps, who has spoken with Captain Pruitt about this. They're fine with this. Of course, he says that, from a policy perspective, this is a difficult question for the Commission, for you guys to struggle with, but that as far as this being in line with their JLUS densities and development restrictions, Captain Pruitt and the Navy would be fine with that. And the thing that I pointed out, which is, I think, Mr. Ray is proposing a creative and relatively inexpensive solution to this problem.

The downsides are, of course, we would be

giving up our legal defenses, those arguments, we would be giving those up and basically conceding that there were 452 units that they can use somewhere else. That raises one of the other downsides. They've not indicated where they would want to use these units.

Now, that raises some issues about what Richard Duane, who seems to be pretty much in support of this recommendation, but his concern is that it would not be the County's responsibility to deal with things like the infrastructure that might be impacted by a potential development that would be the result of the transfer. So road widenings, drainage, sewer, all of that, it would have to be very clear that that would be the developer's responsibility should the proposed receiving area or areas be impacted such that those systems would need to be improved. And, of course, we don't know where it is. And one of the things that the recommendation points out is, well, they would be restricted to no more than three dwelling units per acre, but that they would not be subject to the PUD approval process. So it is possible that this would end up waiving some lot size restrictions and you don't have the same public participation in a

settlement agreement as you would with, say, a PUD approval processor or even like a rezoning where you have significant public involvement. You kind of miss that step.

So it has its pros and it has its cons. I know -- if I could, I know Commissioner Dickson mentioned the possibility might exist that the $135,000 that is recommended here could be something that Enterprise Florida might be willing to jump in on. Now, I don't know how true that is and I would certainly leave that to Commissioner Dickson.

COMMISSIONER DICKSON: I put that as one of our lobbying things to see if we could get the money through the Florida Enterprise, and I've talked to some people about that, including Vann Goodloe at the Chamber, who puts in the form that you put in and he's willing to do that. So, in other words, what I'm saying is, hopefully, it may not cost us anything, if we decide to. If we were to say, Yeah, let's go ahead and accept this, then I'm not saying for sure, but I think we might have a good chance of getting a hundred and the reason being is because it reduces the density in an area that's sensitive to the Navy, so I think we have a good chance of getting that money.

COMMISSIONER GILLEY: My question is, why did they send it to Charlie Crist, Department of Legal Affairs? Why didn't they send it to Pam Dana?

MS. PERDUE: I think it --

COMMISSIONER GILLEY: For that, Pam Dana should get a copy if you're going to look for it.

COMMISSIONER DICKSON: She will when we get there. We've got it on our list of things that we're asking the lobbyist to do.

MS. PERDUE: I'm somewhat sure that for Mr. Ray to meet his statutory requirements under the statutory scheme that we were acting under, that he had to send a copy of his recommendation on to Tallahassee. And there are --

MS. LANDER: That keeps the statistics out of the Attorney General's office, Burt Harris.

MS. PERDUE: There are very strict statutory requirements under this Land Use Dispute Resolution Act, which is one of the reasons I'm looking to the Board for guidance, because if the Board wants to approve the recommendation, then we have to take some step toward implementing it, meaning we either need to enter into a development agreement or something like that so that there is a step forward implementing the recommendation.

If the Board wants to reject it, then there's another step that we have to take, which is someone from the County will have to issue a letter to the developer outlining the uses that do exist and that are allowed for the subject property to show them that, no, we're not unfairly burdening your property because you can do X, Y and Z with it and here's our position on what you can still do with your property.

Of course, the Board has the other option, which is to kind of tailor their own solution, which is accept part and reject part, but in that case we would certainly want to outline that, as well. But the statute requires that we do take some sort of action with regards to the recommendation.

COMMISSIONER GILLEY: I have some questions. All right. Let's talk about the TDR.

MS. PERDUE: Can I make a comment on that, which is, it is true that under our Comp Plan and LDC we do not have a TDR, a transfer of development rights scheme. That is true. And under normal circumstances this proposal would not be allowed. However, under this very specific statutory scheme that we're acting under, this land use dispute resolution, one of the possible solutions or

compromises is that we can do a transfer of densities, essentially.

MS. LANDER: I think that assuming within that maybe there's a specific parcel in mind.

COMMISSIONER GILLEY: That's my question. My question is, all right, is this going to be little chunks of parcels or is this going to be transfer from one parcel to one other parcel? Because, you know, it could be chunked up in ten different parcels around the County.

MS. PERDUE: Like a bank, like a savings bank.

COMMISSIONER GILLEY: Yeah, like a TDR bank. That's my one concern about TDRs.

The second thing is that what was it that we had determined before that they could do currently with that property? I thought there was something they could do.

MS. PERDUE: They can develop it. There's no question that they can. It's just that our position is that they are limited to the current density for that property, which I think is going to limit them to the C-4 Overlay and the AIPD, whichever AIPD it is.

COMMISSIONER GILLEY: So that comes out to the 70 dwellings?

MS. PERDUE: Yes.

COMMISSIONER GILLEY: That's where the 452, the difference comes, so they can still go on and develop this at the 70.

MS. PERDUE: With single-family detached or commercial.

COMMISSIONER GILLEY: They can do that. Then they can move the 452, but we don't know how many parcels that can be.

MS. PERDUE: We don't, but that's something that I can suggest that this Board could tailor, is accept part of this but say, only if you identify that it is one.

MS. LANDER: An identifiable parcel.

COMMISSIONER GILLEY: I don't mind if it's parcels. You don't want to do ten different parcels at 40 apiece or 45 apiece or whatever.

MS. PERDUE: Spread amongst no more than three receiving parcels or something like that.

COMMISSIONER DICKSON: I don't mind -- it would be hard for them probably to find one parcel, so we ought to at least give them the benefit of having three or four.

COMMISSIONER GILLEY: I don't mind that. I just don't want to open a door for saying, okay,

there's ten parcels. Basically, from what you've told us, Alison, this would preempt anything that's already been done, because they're not running through the PUD process, they're not running through the rezoning process. Okay? You start putting -- I won't be here. This will be for these folks to deal with -- 10 different parcels out there that you go through without rezoning and without PUD, y'all are opening y'all's self up to a lot of, you know, really disgruntled people unnecessarily.

MS. LANDER: We can do it without running into the Sarasota case, which says you can't do contract zoning through a settlement agreement that was reached like this. We have hurdles. We do have hurdles, but if we can get some sort of a conceptual agreement --

COMMISSIONER GILLEY: Like five parcels or something like that, I mean.

MS. LANDER: If they identify specific parcels and then we get to look at those parcels and determine what the densities are on those parcels right now, then we can see what we need to do. We can probably come up with something creative, but I don't think we're going to be able to get to the finish line with this case today, but we can

certainly give them some indication of our willingness to go further.

COMMISSIONER DICKSON: When I first read this, I'll be honest with you, I went up and sat down with Alison and with Janet and talked to them, because I thought it's actually a pretty good initiative here to get us out of a situation that potentially could cost us a lot. I'm not sure they would win the case. I'm not sure they would win, but if they did, it would be substantially more than what this would cost us here. So I told them, I said, you know, it looks pretty good. I'm with you. I mean, I'm like you in that I think Lou has tried. I think he's tried to do a good job here coming up with kind of a solution that helps them out and it helps us out and we get this thing put to bed. But, again, there are some things I think we need to look at. I agree with you that we don't need to give them just a blank check and say go find parcels here and there. We say you can have up to the five parcels.

MS. PERDUE: With the math I think it comes to more than -- because they're saying they would not be developing more than three units per acre and if it's 452 acres, that's going to be 150 point something acres, that that would be in one.

COMMISSIONER GILLEY: Right.

COMMISSIONER DICKSON: I'm not so sure we -- I mean, I don't know if they would buy it, but we could go back to them and say we can't give you all of those, but we could give you some, in other words, whatever it is, 440, I think it is, whatever it is.

COMMISSIONER GILLEY: 452.

COMMISSIONER DICKSON: 452. We could say we'll round it off to 400. I don't know if they will buy that.

MS. LANDER: There's another thing that we can think about and that is creating marketable chits for them so that if -- it sounds to me like the County is serious about coming up with a TDR scheme in which we will identify potential receiving parcels in the County that will have like float zones in them for zoning, so maybe we can give them credits to apply to the future TDR plan when it is finally adopted so that if they don't have a site that they have in mind right now, they could essentially hold it as a credit with no expiration date until such time as the County develops this TDR scheme so that we have suitable parcels. Then they can sell them. Even if they don't necessarily want

to use them, there a market that's created. They can broker it, so that's something to think about.

COMMISSIONER GILLEY: The second question I have is this: We see how we've gone through this process. If you give them all that they ask for in this, what are you doing for your future cases? Are we now going to have every single one of these situations, which I don't know how many there are, go through this process and then y'all say, Well, you know, this was much easier than going to court or having to go through the PUD or the rezoning process. We'll just start doing this.

MS. PERDUE: I think what distinguishes this or what I believe distinguishes this -- you may know this better than I would -- they did have an approved master plan in 1996.

MR. TOUART: That's why we're here.

MS. PERDUE: This was -- the final designated phase was supposed to be Emerald Lakes and did proceed and develop all the previous phases as they did lay out in their 1996 master plan.

MR. TOUART: I don't know of any that are at this advanced stage.

COMMISSIONER DICKSON: This is the only one I know of.

COMMISSIONER GILLEY: That's fine. That's all. I would just be careful of case precedence, because you don't want to open yourself up.

MR. TOUART: The only other one we've already bought, and that was the 48 acres. The only one that's this far along, we already own it, so...

COMMISSIONER YOUNG: Let me ask a question. This $135,000, it represents $300 for each dwelling unit lost?

MS. LANDER: For the planning and engineering cost.

COMMISSIONER GILLEY: Surveying and stuff like that.

COMMISSIONER YOUNG: Oh, I see.

MR. TOUART: Developing the subdivision.

COMMISSIONER YOUNG: I thought it represented maybe a parcel.

MR. TOUART: That's what they say they have in it to develop it so far.

COMMISSIONER GILLEY: They get to keep the land, but they also get $300 for what they've put out of pocket for that master plan, right?

COMMISSIONER DICKSON: And, again, I have talked to Vann Goodloe, and that's the reason I put it on that sheet, because I think we probably --

remember, we got for the 48 acres; remember, the State gave us quite a bit of money to help purchase that. We think in this case they probably would help us out again, because it is sensitive to the Navy there since it is in an APZ, so we may not necessarily have money out of our own pocket. Even though it's not a lot, but still anything we might get would help.

COMMISSIONER GILLEY: I would think the State would do it, because it's under 150. It shouldn't even be on the radar. That's what I'm saying, I mean, as soon as you can let them, you ought to get that to Dr. Dana and what's his name over there.

MR. TOUART: We did ask the Navy, too, and they said they are out of money.

COMMISSIONER DICKSON: Yeah, we did. Remember they gave us 500,000. We asked them on this and they said, Look, we just don't have it on this one. We can't. We did on the other, but we can't on this one. I understand, but we tried.

MS. PERDUE: One thing that I agreed to do is go into a more formal, you know, refer it to a mediation, where we try to work through more of the details about, yes, we agree in concept with what Mr. Ray has here, but now we need to go one step

farther and, you know, set aside a day and just go into mediation and try to work through more of the ideas about receiving parcels.

COMMISSIONER DICKSON: Like you said, one of the things that has to be clearly stated is that they will take care of the infrastructure and all, that that's not a burden on the County.

MS. PERDUE: We do have to respond to the recommendation by statute, but we kind of jointly agreed along the way most of the time. Deadlines have been exceeded all along, in part because of the storm, just in part because we agreed that going slower was kind of working out better for everyone.

MS. LANDER: Here's what we can do under the Statute. We can accept the recommendation of the special magistrate as submitted and proceed to implement it by development agreement, which we've done before. We can modify the recommendation as submitted and proceed to implement it by development agreement where appropriate. And, then, we can reject. So it's accept, modify or reject it. It sounds like you're leaning towards a modification of the recommendation.

And, perhaps, Alli, rather than expend the mediation process, the actual development agreement

is often like a mediation and if we could condition the approval of the final development agreement on the Board's final approval, because it's a little bit weird, it's a little off the wall, then it would eventually come back to them and it would not go off and begin executing itself without the Board's knowledge like most development agreements. So that's something that we can do. Because it sounds like we feel fairly comfortable about the money, the source of funding, and the only other issue is the TDR, which we do not have the scheme in place right now, but the County is serious about implementing one.

MS. PERDUE: In fact, we already had done under the JLUS, the new JLUS, one of our objectives that's being transmitted is a Comp Plan amendment that requires that we consider and evaluate and put one in place.

MS. LANDER: We definitely have a need. The important thing is in the Coastal High Hazard area we have a great need. Also, to preserve valuable agricultural land in the north end under a stewardship kind of program without punishing property owners for having rich soil and not letting them develop it. We don't want the rich soil to be

turned into subdivisions, but on the other hand, you have to give those property owners the right to recover the fair value on their property, and one way in which you can do this is with a TDR scheme. And, so, it's definitely doable, but it depends on how impatient they are.

So their options are either identify receiving parcels right now for the amount of density transfers that you seek or agree to take credit from the County and at such time that we actually develop it, they can either use it or sell it or trade it. They can, you know, pretty much do whatever you would do with any other kind of credit or check.

MS. PERDUE: And I guess the idea would be with the County having some kind of veto power if we don't like what they identify?

MS. LANDER: Well, the County would have to approve the final development agreement that's negotiated by Staff at a public meeting. I wouldn't go so far as to make it a public hearing, but you always let people address you.

MR. TOUART: Did they address attorney's fees at any time?

COMMISSIONER GILLEY: That was number three, isn't it?

COMMISSIONER DICKSON: I do see that in here.

MS. PERDUE: What he's talking about is in the development agreement it should be addressed that if there is ever a court proceeding or there has to be litigation about enforcement of the development agreement, who would be responsible for the attorney's fees. That should be laid out in the development agreement. Pretty much all these are the same.

MR. TOUART: How about attorney's fees up to this point for past litigation?

MS. PERDUE: It's just been each side's responsibility.

MR. TOUART: The only reason I asked the question, I saw it in there and just for clarification.

MS. PERDUE: As I understand it from Mr. Emmanuel's representations to date, this would -- I mean, this would be it and the petition for cert that's in Circuit Court would be voluntarily dismissed and he's not persuing anything for his fees from us. Of course, you know, if we modify too much what Mr. Ray is recommending, then we risk that they balk.

COMMISSIONER GILLEY: Well, I don't think we're

being unreasonable.

COMMISSIONER DICKSON: No, I don't either.

COMMISSIONER BANJANIN: Shouldn't both sides bear their own legal costs?

MS. LANDER: In the future you mean?

COMMISSIONER BANJANIN: Yeah.

MS. LANDER: Well, when you have to -- I prefer that language, I do, that each side would bear its own legal costs.

COMMISSIONER BANJANIN: Otherwise, they've got nothing to lose. It's encouraging them to sue.

MS. LANDER: All right. I'm much more comfortable with that.

COMMISSIONER BANJANIN: Why don't we go with your outline, that we accept this basically with your points?

MS. PERDUE: Kind of negotiate a development agreement, identify the parcels.

COMMISSIONER BANJANIN: I don't think you want to go to another mediator to introduce all kinds of stuff.

MS. PERDUE: My concern then becomes we have to make sure that we continue to operate under 7.51 or we can't do a TDR, because we don't have a scheme for that in place.

COMMISSIONER BANJANIN: Right. You guys just negotiate. It sounds like they're ready to do something.

COMMISSIONER DICKSON: I think they are.

MS. PERDUE: What I will have to bring to you guys at one of the regular Board of County Commissioners meetings then is that we're essentially --

MS. LANDER: No, we can do that now. The Board can say -- when we reconvene in the Sunshine, one of you will make a motion that we accept the proposal as submitted by Mr. Ray, subject to the following modifications: First, that the parties work on the TDR aspect of the proposal in the course of developing the development agreement; two, that each party will bear its own costs in attorney's fees.

I think that will -- going back to the TDR portion, that we may consider -- if they can identify receiving parcels right now, we can include them in the development agreement for future approval by the Board. If they cannot identify receiving parcels now, we will treat them as credits to be applied in the future to the County's intended TDR plan.

COMMISSIONER YOUNG: Did you write all that

down?

MS. LANDERS: She's got it.

COMMISSIONER YOUNG: So the motion will be what, Ms. Janet?

COMMISSIONER DICKSON: The motion will be to accept this with the conditions, the modifications, accept the proposal with modifications, which would allow us to work on the TDR proposal and that each party be responsible for future legal fees, that they would identify the receiving parcels or if that's not possible at this time, that they would agree to accept these as credits.

COMMISSIONER GILLEY: For the future TDR.

MS. LANDER: And upon the approval of the development agreement by the Board, they would be paid their $135,600 as compensation for the planning and engineering costs incurred with the development of Heron's Forest that they can't use.

COMMISSIONER GILLEY: Which is a savings to the County of approximately 2.1 million dollars.

MS. LANDER: It's a lot cheaper than Bayou Grande.

COMMISSIONER GILLEY: Or -- what was that computer company? I forgot the name.

MS. LANDER: Frankenmuth.

COMMISSIONER GILLEY: Can you believe that's a name?

MS. PERDUE: Frankenstein.

COMMISSIONER BANJANIN: Frankenstein, did you say?

MS. LANDER: Okay.

MS. GILLEY: I'll leave this here since we're going to come back. We'll adjourn and enter back.

MS. LANDER: They were separately advertised.

COMMISSIONER YOUNG: We've got to go back out.

MS. LANDER: We have to go out and take final action on this, adjourn and then come back.

(The attorney/client session ended at 3:45 p.m.)

CERTIFICATE OF REPORTER

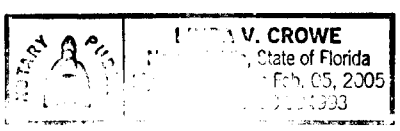
STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 28 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of November, 2004.

LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: CC994993
My Commission Expires: 02-05-05



MINUTES OF THE 3:30 P.M. ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD NOVEMBER 4, 2004
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:46 p.m. – 4:21 p.m.)

Present: Commissioner Marie K. Young, Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, Vice Chairman, District 4
Commissioner J. W. "Bill" Dickson, District 2
Commissioner Janice E. Gilley, District 5
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Clifford W. Barnhart, District 1

CALL TO ORDER/PURPOSE OF THE MEETING

Chairman Young called the Attorney-Client Session of the Board of County Commissioners (BCC) to order at 3:46 p.m., and County Attorney Lander advised that the purpose of the Meeting, which was advertised in the Sunday, October 31, 2004, issue of the Pensacola News Journal *(and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule – November 1-5, 2004, Legal No. 67197)*, was to discuss litigation regarding Earnest Stanberry v. Escambia County *(Case Number 1998-CA-001706)*, and that the Commissioners and the following individuals would retire to the BCC Conference Room for the out-of-sunshine Meeting:

George Touart, County Administrator
Janet Lander, County Attorney
Charles V. Peppler, Chief Litigation Attorney
A Certified Court Reporter

3:47 P.M. – MEETING RECESSED
4:19 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

EARNEST STANBERRY V. ESCAMBIA COUNTY

Motion made by Commissioner Dickson, seconded by Commissioner Gilley, and carried 3-1, with Commissioner Barnhart absent and Commissioner Young voting "no," approving to make an offer of $100,000, with Mr. Stanberry to retain title to the property, and approving up to a maximum of $25,000 for attorneys fees and costs, regarding Earnest Stanberry v. Escambia County *(Case Number 1998-CA-001706)*.

ADJOURNMENT

There being no further business to come before the Board, Chairman Young declared the 3:30 p.m. Attorney-Client Session of the Board of County Commissioners adjourned at 4:21 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Marie Young
Marie Young, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL
BOARD OF COUNTY COMMISSIONERS ★ ESCAMBIA CO., FL

Deputy Clerk

Approved: November 15, 2004

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Thursday, November 4, 2004, at 3:50 p.m., to wit:

ESCAMBIA COUNTY, FLORIDA V. EARNEST STANBERRY
CASE NO.: 98-1706-01

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

CLIFF BARNHART, DISTRICT I (Not Present)
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
JANICE GILLEY, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
CHARLIE PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

CERTIFIED ORIGINAL

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21 East Garden Street • Suite 200 • Pensacola, Florida 32501
(850)434-5954 • 1-800-321-5954 • Fax (850)434-0053 • ltbinccr@cs.com

P R O C E E D I N G S

MR. PEPPLER: I guess we're on the record?

MS LANDER: Yes. Go ahead, Charlie.

MR. PEPPLER: Just to bring everyone up to date as to where we are, I thought I would print out this chronology just so -- because there's been some permutations of our offers and what the verdict is and what the judgment was.

Mr. Stanberry experienced flooding back in November of '95, and he filed suit in 1998. He made a demand for judgment, which is a proposal for settlement, under the rules back in December of '99, for 70,000, and why that is important is that if he receives a verdict or judgment 25 percent in excess of that amount, then he's entitled to his attorney's fees. Three years or two years later, he receives a verdict for $600,000

COMMISSIONER DICKSON: I assume that in '99 they didn't accept that; is that the fact?

MR. PEPPLER: We didn't accept that.

COMMISSIONER DICKSON: That's what I mean. We, the County, did not accept it.

MR. PEPPLER: Right.

MR. TOUART: Bad move.

MR. PEPPLER: In retrospect. The jury returns

a verdict for $600,000. I left out there's a whole year of appeals there. Finally, the trial court enters a final judgment with the correct wording and Judge Geeker reduced the verdict down to $260,000. But he also awards fees and costs in the amount of 58,000, because even with the reduced judgment of 260,000, that's 25 percent more than the 70,000 and under the rules his attorney is entitled to fees.

So we take an appeal. We meet for the first time in an attorney/client session on September 22nd of last year, and you authorize us to make an offer to Mr. Stanberry of up to $160,000 and to purchase his property for that amount. That would include the $35,000 that Judge Geeker reduced back on October 15th for loss of use and pain and suffering.

We received an opinion from the Court, which was favorable, in between September 22nd and November 21st, and Janet and I decided to make an offer whereby -- and, of course, this would be pending Board approval -- whereby we would pay Mr. Stanberry 150,000, plus the 35,000 for the pain and suffering and loss of use, and obtain a warranty deed to his property. Mr. Stanberry did not accept that.

Now, we're still on appeal. I have filed a

motion for clarification of the original opinion asking the Court that if you're going to throw out the $225,000 in property damage, then we need a new trial, and we decided it would be best to bring this again before the Board in the event we lost that motion and to try to cut our losses. So we met on January 20th of this year and you authorized us to make an offer to Mr. Stanberry of up to $250,000, with us getting title to his property, and this would include the $35,000 for the pain and suffering and loss of use.

A couple weeks later, the First District Court of Appeal grants my motion for clarification, tosses out the property damage award for $225,000, but says, No, you have to pay the $35,000 for pain and suffering and loss of use, said, then you would be entitled to a new trial, but it would only be on the property damages to his real property, his house on the real property.

COMMISSIONER BANJANIN: At that point the 225 stood -- well, wait a minute. It was the same in both.

MR. PEPPLER: The 225 disappears.

COMMISSIONER BANJANIN: Okay.

MR. PEPPLER: So on March the 5th, we go ahead

and pay the $35,000 as we were ordered by the Court and we have to include interest, so that's why it's that 38,000 and some change.

Pursuant to the authority given to us, we have a mediation conference and we reach a mediation agreement whereby we're going to pay Mr. Stanberry 200,000 over the $38,229.99 we've already paid him, in exchange for his executing a general release by not only himself, but his second wife, Linda, and, also, the execution of a warranty deed, so that we get title to his property and, you know, cut our losses from any future claims. The Board approved this settlement on April the 1st.

Ms. Minshew withdrew from representing Mr. Stanberry, and in the interim we found out -- and I can hand this out, too. We found out that when we got our title commitment, because we were going to take title to this property, we found out that Mr. Stanberry had a $100,000 mortgage on the property, a second mortgage for 70,000, and various other obligations that were liens on the property.

COMMISSIONER GILLEY: Is that what that 6-A -- it says Notice of Charging Lien Filed? What is that?

MR. PEPPLER: That's Ms. Minshew saying, Hey, I

got you a $200,000 settlement and you owe me money on it. She's giving notice to all the parties that she's entitled to some percentage of that settlement, because it was her doings that -- based on her representation of Mr. Stanberry --

COMMISSIONER GILLEY: Stop.

MR. PEPPLER: Okay.

COMMISSIONER GILLEY: March 19th, I remember this, we made that agreement to go up to 200,000, if he would give us the property, and you're saying they said no. Did they say no to that?

MR. PEPPLER: They agreed to that, but the problem is in order for us to take title to the property, Mr. Stanberry has to give us good and marketable title, and he can't.

COMMISSIONER GILLEY: Because the liens are 170, plus Ms. Minshew's 200?

MR. PEPPLER: No, she's not entitled to $200,000.

COMMISSIONER DICKSON: A percentage.

MR. PEPPLER: She's only entitled to 25 percent of that amount.

MS. LANDER: But he was upside down. You've heard that expression when you go to closing?

COMMISSIONER GILLEY: I know what it means.

MS. LANDER: He would have owed the County money at closing, because the County would have been obligated to pay off the mortgages as the closing agent, pay off all the existing mortgages, debts and liens on the property, which would have meant that at the closing, Mr. Stanberry would have to give the County a check, in addition to transferring title over to the County.

COMMISSIONER GILLEY: So -- that doesn't matter, I don't think.

COMMISSIONER DICKSON: Where are we?

MS. LANDER: Okay. Then along came Ivan. We had set this for our meeting in the shade as we are now before the hurricane and the hurricane put us back a little bit. Interestingly enough, we took some pictures and we asked Engineering to go out and look at the property. See, one of the concerns we had --

COMMISSIONER GILLEY: Right, that it would happen again.

MS. LANDER: -- was because we were afraid it would happen again. Well, they had done some little retrofitting on the pond and it didn't happen. It didn't flood. It had some shingle damage and some debris and tree stuff in the yard, but the

residential dwelling is intact and the water line is well below the house. It didn't go anywhere near the house. There's an old line from the pictures, but that's from the first flood. So whatever the County did by way of going back and digging around and scooping it out in there, apparently, it's working well enough to give us a comfort margin that we don't have to have the house. We do not have to have the house. He can continue to live in the house. So I'm willing to recommend that we back off from the house, because if it didn't flood in Ivan, it probably won't flood.

COMMISSIONER GILLEY: Or last summer, because last summer we got like 20-something inches in the Ensley area in July. Between Ensley and Cantonment, we got 20-something inches, and it didn't happen last summer either.

MS. LANDER: So I think we can exhale on the idea of it happening again. So the question then is: How much will it take to make this case go away instead of going to trial?

COMMISSIONER GILLEY: Well, the only reason why we went to the 200,000 last time was because we wanted title to that property so that it wouldn't happen again. Okay? That was the only reason why I

thought we said we would go that high.

MR. TOUART: Well, let me tell you -- I guess this is where I come in. Mr. Stanberry contacted or called me several times. He's called and left messages with Commissioner Young and she asked me, please, because she felt awkward in calling him herself, she asked me to call him and I did on her behalf and on the Board's behalf, and Mr. Stanberry -- in fact, he's called me today several times, because we told him this was coming up today. I told him he could not be part of the closed session on advice of Janet. But his final offer today to settle this is $325,000 and he keeps the house. And I asked if it was negotiable and he said, See what the Board says.

My thing is here, Mr. Stanberry is upside down in the house. He also asked me would he have to pay off the lien if he got any money. I said, Mr. Stanberry, we can't require to do anything if you keep the house. That's between you and your mortgage company, but certainly the intent of you getting the money is for you to pay off your bills.

Anyway, Mr. Stanberry asked me to please bring to y'all, and I am in good faith for Mr. Stanberry, that he would like $325,000 and he keeps his home,

with no stipulation that he be required to pay anything. But if he keeps his home, like I explained to him, that's your business, not ours.

COMMISSIONER GILLEY: Well, let me ask this question.

COMMISSIONER DICKSON: That's crazy. Why would we do that? That ain't even close. I mean, before we were offering 200,000 and we got the property. Why would we give him 300-and-something?

MR. TOUART: Well, he's going back to -- in all fairness to him, he's got this figure. You've got to talk to Mr. Stanberry to understand Mr. Stanberry. You know, the first -- I think the opinion y'all got of Mr. Stanberry was when he stood up in front of the Board and was real -- he was real mad. Quite frankly, he was mad. He didn't feel like Lisa Minshew represented him well. He felt like he had gotten shafted by the Court and everybody was just falling -- his life was falling in on him. He got $600,000, and when he walked out of the courtroom and the jury says, you're awarded $600,000, most people think you get a check the next day. They don't understand the legal system. Like I said this morning, the people at Pensacola Beach don't understand taxes. But the normal average

person does not understand all the rights of remedy that are accessible to both sides. He got caught up in the legal system. He thought he would get a check for $600,000 and he started spending the money. That's literally the case. So by the time he found out that that wasn't the case, he had already obligated himself for several thousand dollars.

COMMISSIONER GILLEY: This is my question, George. He got a second mortgage on a home that, quote, unquote, is supposed to be destroyed. How is the mortgage company going to give him a second mortgage? Didn't you say he got a $70,000 --

MS. LANDER: Charlie thinks he knows the answer to that. It was an advance and the collateral for it was the $260,000 judgment that he had from when the Court reduced it from 600 to 260. People go through the public records and they loan people money on funds, like inheritances or the lottery, if you win, and they will offer you loans. We were speculating that perhaps that's how that second mortgage was obtained, which is well in excess of the value of this.

MR. TOUART: It's not unusual to get upside down on a house. These finance companies and

banks --

COMMISSIONER GILLEY: Yeah, but the whole point of this to begin with was that his house was completely destroyed and he deserved some compensation for that. That's all I'm saying. So I can't believe a mortgage company would go and loan him another 70,000 on a house that was completely destroyed, but you're saying they were hedging on the bet.

MS. LANDER: That's my feelings.

MR. TOUART: They didn't care what the house was worth, quite frankly.

MS. LANDER: The house assessed for as much as they loaned him.

COMMISSIONER DICKSON: I can tell you that I certainly will not support what he has proposed. I wouldn't even come close to that.

COMMISSIONER YOUNG: You know what I think, if all of us had a chance to really go out there and had an opportunity to just see what this man has gone through there, I think you might think a little bit different, because look how long this has been. And it really doesn't make sense. It really doesn't. I've been there. I've seen clothes stacked up in the closet from where it got wet. He

lost furniture. He's lost everything and he was having to borrow money to just survive.

COMMISSIONER DICKSON: I feel sorry for him, Marie, but I'm not going to change my opinion on what -- I mean, once before we sat in here and made an agreement that we would offer 200,000 and we would take title to the house, and now he wants 325 and he's keeping the house.

COMMISSIONER YOUNG: That would just cover everything. I mean, to me, even to keep it this long, Bill, is enough to just even go through this. We need to let this thing go away, Bill. I mean, we do try to deal fairly with people and I don't see why we just can't let this go away and take care of business. He was offered 600,000 from the Court, even though it didn't stand.

COMMISSIONER DICKSON: That was overruled. I mean, the final court decision was 260. You've got to forget the 600,000. That doesn't play.

COMMISSIONER YOUNG: Well, I'm only one person. I know it and I know how you feel about it and I'm sure that you're going to vote your conscience or whatever, but I voted against it before. I'm going to vote -- I still think 300. Even the 300,000, which I asked for a long time ago, I didn't feel was

too much. You know, you have to kind of see yourself sometimes in another person's shoes. To me this is not too much when you go out there and look at the situation. It really isn't.

COMMISSIONER GILLEY: It's Tom's turn.

COMMISSIONER BANJANIN: Charlie, if we were -- what would happen here if we didn't do anything? Does this go back for a new trial?

MR. PEPPLER: Yes.

COMMISSIONER BANJANIN: Would the property damage be a litigation issue or did the Court say they weren't entitled to property damage?

MR. PEPPLER: No, that would be the new issue. That would be the only issue at trial, would be how much money is he -- how much money would the jury determine that he is owed for property damage, either the costs of repairs, or if the repairs exceed the value of the property, it would be what's called a diminution in value, diminishment reduction in value of the property because of the damage. He can't claim --

COMMISSIONER BANJANIN: Well, why did --

MS. LANDER: That's the issue. Has it run on that?

MR. PEPPLER: Yes.

MS. LANDER: Personal.

COMMISSIONER BANJANIN: Personal furniture and clothes.

MR. PEPPLER: The statute has run on that.

COMMISSIONER BANJANIN: He didn't get anything for that anyway, did he?

MR. PEPPLER: He didn't claim it.

COMMISSIONER DICKSON: Well, that may have been -- he didn't claim it?

MR. PEPPLER: No.

MS. LANDER: That was part of the --

COMMISSIONER DICKSON: That's his fault.

MS. LANDER: Or his attorney's fault.

COMMISSIONER DICKSON: Or his attorney's fault. That's not ours.

COMMISSIONER BANJANIN: Why did the Court of Appeals throw out the damage claim completely?

MR. PEPPLER: Because of the fact that the jury was instructed that you can award for replacement costs and that's not the law. Your insurance policy may give you replacement cost, but under the law of Florida, you're only entitled to the cost of repairs or if the cost of repairs exceeds the value of the property, then what that property has been reduced in value because of the flooding or the other

incident that caused injury to the property.

COMMISSIONER BANJANIN: But the Court ruled that the trial court could not revise the amount, you would just have to have a retrial?

MR. PEPPLER: Well, he gave the wrong instruction to the jury. He gave the jury the option of replacement cost, and under our laws, you cannot just say, well, it's going to cost $250,000 to rebuild a house and let me write you a check for that amount.

COMMISSIONER BANJANIN: So that invalidated the remitter?

MR. PEPPLER: Or invalidated the award for property damage.

COMMISSIONER BANJANIN: Oh, yeah. Well, how much did it cost him to fix up that place, repair costs?

MR. TOUART: He hasn't fixed it up, yet. He hasn't done anything.

MR. PEPPLER: He's gotten estimates from several experts that it will cost 200,000.

MR. TOUART: What's happened to Mr. Stanberry -- and, Marie, she's been out there. But what's happened to Mr. Stanberry is the money you would think that he would have borrowed to fix the

house up based on the bank loaning him money, he's spent for other things. Mr. Stanberry has got close to $200,000 in loans on the house, but has not used the money to fix the house up.

COMMISSIONER YOUNG: Well, he has used some of the money to fix the house up.

MR. TOUART: To live in, but he's still got boxes stacked up.

COMMISSIONER YOUNG: To make it habitable.

MR. TOUART: He's still got a problem.

COMMISSIONER YOUNG: It's not really back as it was, you know. You know, you can still see where the water --

MR. TOUART: That's what I'm talking about. He hasn't replaced any of that.

COMMISSIONER YOUNG -- is on his wall, in his house rather.

COMMISSIONER GILLEY: How did that not get mold, though, Marie? We've got people that just had a hurricane five weeks ago and they've got black mold up to their roof.

COMMISSIONER YOUNG: That's what he's living in.

COMMISSIONER DICKSON: If he took a second mortgage for 70,000, he could have fixed the place

back up. I mean, that's what I don't understand.

MS. LANDER: He wasn't working and he had to use that money to pay his debts as they were coming due and his living expenses. Pretty much the bottom fell out of life for him for a while. I know that's not your problem, but that's the answer to your question.

Charlie, if the jury at that time had applied the proper -- if the judge had given the proper instruction, what would have been the appropriate measure of damages and what number would in all likelihood the jury have come up with? Have you thought about it from that angle, if they had been given the right instruction based on the evidence that was presented to them at the time?

MR. PEPPLER: They could have awarded -- we had one appraisal done by Eugene Presley. He felt like approximately 25 to $30,000 had been what the value of the property had been reduced by that amount, 25 to $30,000.

MS. LANDER: So that would be the low end.

MR. PEPPLER: Right.

MS. LANDER: What would be the high end?

MR. PEPPLER: I guess, if they come up with at the new trial an appraiser saying that the property

is worthless, then it would be the fair market value of the property, which could be anywhere from 85 to 110,000.

COMMISSIONER GILLEY: Right. That's what we've been arguing over from the beginning. We've done 150 and 200. I mean, we've gone up. We haven't gone down in what we've offered. We went 150 and then we went 250, and then we got that other information and we went to two, but it had to be for a deed, remember? And we've already paid him 38,229. We've been very diligent in our negotiations with this.

COMMISSIONER DICKSON: Yes, sir. And I agree with Janet, the bottom line is we don't want the property now, because we don't want to have to pay that thing off. He would have to pay it off, but, I mean, rather than do that, since it looks likes it wouldn't flood again, what we ought to do if we want to make him an offer, make him an offer and forget about the title, but it would have to be something -- I mean, I don't know that I would go much more than about $100,000. I mean, I don't know I can go that. I'm just saying, you know, but I wouldn't go anymore than that and let him keep the house and he keeps the title to it.

Is that close to what you --

COMMISSIONER BANJANIN: What do you think is a reasonable amount for repairs?

MS. LANDER: I would say 25 or 30,000.

COMMISSIONER BANJANIN: You say the low end is 25 or 30, and the market value is 200?

MR. PEPPLER: Well, we have an appraisal that the market value, if you don't take into consideration that the property will flood, at 110,000.

COMMISSIONER BANJANIN: Okay. So somewhere between 110 and 35.

COMMISSIONER DICKSON: That's the reason I said 100,000.

COMMISSIONER BANJANIN: I'm thinking even less than that, 90.

COMMISSIONER DICKSON: I would go with that.

COMMISSIONER GILLEY: Well, the thing that is upsetting to me is we have made three separate offers that I think were fairly substantial. I'm sorry that it's not that 600,000, but we didn't make that commitment in the first place, somebody else did. When we went to this 250 last year, that was more than what he was originally awarded, the 225.

MR. TOUART: Have you got a number in mind?

COMMISSIONER GILLEY: What?

MR. TOUART: Have you got a number in mind?

COMMISSIONER GILLEY: Well, our last offer was 200,000.

MR. TOUART: What I'm saying -- no, him keeping the house, do you have a number in mind that you would settle for, because we've got to get something. We've got a meeting at 5:30.

COMMISSIONER DICKSON: We just said it. I think Commissioner Banjanin and I just said, based on the figures that we have right there, between the 35 and the 110, you know, go with 100 or 90. I know you said 90.

COMMISSIONER BANJANIN: I was saying just the house, if we add on the 38.

COMMISSIONER GILLEY: We've already paid the 38.

COMMISSIONER DICKSON: That's already been paid.

COMMISSIONER BANJANIN: Oh, we already paid the 38?

COMMISSIONER GILLEY: We gave him a check for the 38.

COMMISSIONER DICKSON: We gave him a check for 38,000.

COMMISSIONER GILLEY: That was the loss and stuff.

COMMISSIONER DICKSON: I wouldn't go anymore than 100, to be honest with you, and let him keep the house.

MR. TOUART: Is there any support for 200 and let him keep the house?

COMMISSIONER BANJANIN: No.

COMMISSIONER DICKSON: No.

COMMISSIONER BANJANIN: That's way over.

COMMISSIONER DICKSON: That's way over.

COMMISSIONER BANJANIN: It's not our fault.

COMMISSIONER DICKSON: That's right, you know.

MR. PEPPLER: Another thing, you know, we have to throw in the mix is that we have to have a hearing and Ms. Minshew's charging lien will have to be disposed of one way or the other.

MR. TOUART: Is that our problem?

MR. PEPPLER: Yes, we have notice of it.

MR. TOUART: She's filed against us? In other words, whatever the Court offers, she's got a lien against it?

MS. LANDER: Yes.

MR. PEPPLER: We have notice.

COMMISSIONER GILLEY: Tell me what that means.

MR. PEPPLER: That means --

MR. TOUART: She has first right.

COMMISSIONER BANJANIN: We have to pay her? We don't have to pay her.

MR. PEPPLER: It will come out of it, but the Judge has to say, Well, yeah, you're entitled to a certain amount of the funds.

COMMISSIONER BANJANIN: She's going to get at least a third to begin with, right?

COMMISSIONER DICKSON: But that's an offer, it may not be on 200.

MR. PEPPLER: Right.

MS. LANDER: It will be on whatever the amount.

COMMISSIONER DICKSON: It will be on the amount, so the less we make it, the less she gets anyway.

MR. TOUART: Out of the 38, did he pay Ms. Minshew any money out of that or does anybody know?

MR. PEPPLER: I don't know.

MS. LANDER: We don't know, but she had not filed a charging lien at that point, so we're not responsible for that.

COMMISSIONER GILLEY: Okay.

MR. TOUART: Does she really stand a chance of getting any money out of it?

COMMISSIONER GILLEY: Would we be better off going to court?

MR. PEPPLER: She's still going to fight for some percentage, even if we go to court.

MR. TOUART: Well, the last thing you've got down here is 7704. He's got another attorney, Gary Siplin. I have not talked to another attorney. He indicated to me he does not have another attorney. I asked him the other day. He said he did not have another attorney. Is this the one gentleman from out of town that called?

MR. PEPPLER: Yeah, this is the gentleman from Orlando. He filed a notice of appearance.

MR. TOUART: Actually, he called me months ago and I didn't know who he was. I mentioned that to you. I think he called you after that. He told me -- he didn't tell me he had taken the case. He told me he had been contacted by Mr. Stanberry and he was asking me for information. I referred him to you, Janet.

MR. PEPPLER: He filed a notice of appearance.

MR. TOUART: Oh, he did? Did he ever appear anywhere?

MS. LANDER: That means attorney of record.

MR. PEPPLER: He's the attorney of record now

for Mr. Stanberry, so he's going to have to move to withdraw if he wants to.

MR. TOUART: Does he understand what all this chronological situation is?

MR. PEPPLER: I haven't shared that with him. He hasn't returned my calls.

MR. TOUART: Any attorney that touches this is crazy.

COMMISSIONER DICKSON: Well, I know we've got to get moving here. My feeling is we offer him 100,000. He's already gotten 38. That's 138, plus he keeps the house.

COMMISSIONER BANJANIN: Would you try the case, Charlie?

MR. PEPPLER: Yes.

COMMISSIONER BANJANIN: Okay. Well, we've got a very competent attorney. The original verdict was outrageous.

MS. LANDER: The jury will come back with an award. There's no doubt about it. The man was damaged.

COMMISSIONER DICKSON: If he doesn't accept the 100.

COMMISSIONER BANJANIN: But he can't get pain and suffering. We've already settled that.

COMMISSIONER DICKSON: We've already settled that.

COMMISSIONER BANJANIN: It's strictly the property damage.

COMMISSIONER GILLEY: Let me ask you this: Let's say we go to court, we should not rescind our 31904 agreement, because if we start going backwards --

COMMISSIONER DICKSON: That was if we get the warranty of the house, too.

COMMISSIONER BANJANIN: We were going to get the house.

COMMISSIONER GILLEY: My point is that if you're going to send him into court, if for some reason he still disagrees with this and you send him into court, we've made a good faith, due diligence effort and progressively increased our -- okay, but if we go backwards now, that could, I would think, might play to a jury and they might say, well, you know --

COMMISSIONER BANJANIN: Well, you can't introduce that. You can't introduce settlement negotiations as evidence.

MR. PEPPLER: No.

COMMISSIONER GILLEY: Oh, you can't? Okay.

MS. LANDER: Although, they've broken that before. They did that. They managed to get all kinds of inadmissible evidence before the jury in the last case, which probably explains it.

COMMISSIONER BANJANIN: We've got a good lawyer that's going to stop that.

COMMISSIONER DICKSON: Not only that, it gets back to the fact we were going to get the warranty and we're not now.

MR. TOUART: I want one of y'all to go talk to Mr. Stanberry. I don't want to talk to him.

COMMISSIONER GILLEY: Let me ask this --

MR. PEPPLER: She's taking this down, so we can't all talk at one time.

MS. LANDER: All right. We'll go back out into the Sunshine and you can direct us. You can direct us to make the offer to Mr. Stanberry for $100,000 and that he can keep the house.

MR. TOUART: How much was the house valued at?

MS. LANDER: It's valued at between 80 and 110, did you say, or is it 90 and 110?

MR. PEPPLER: Between 80 and 110 by our own appraiser.

MS. LANDER: So we selected the middle ground. We subtracted 100,000 from the original $200,000

offer and he keeps it rather than having to pay us money at the closing.

MR. PEPPLER: Let me throw something else out. I'm thinking out loud. So that's going to bring -- the 100,000 is going to bring it above 87,500, which is 25 percent more than 70,000. Does that mean we owe Mr. Stanberry attorney's fees?

MS. LANDER: It might. Is the Board willing to pay the --

MR. PEPPLER: The 58.

MS. LANDER: -- attorney's fees, the 58?

COMMISSIONER BANJANIN: How much more do we have to give him to avoid that?

MS. LANDER: According to this, he's had an award, but this was reversed, as well. But ballpark would be -- on the $260,000 recovery, it was 58,000, so if it was reduced to 100, then the attorney's fees on that would be maybe 25.

COMMISSIONER GILLEY: How do we fix that to where the number comes up?

MS. LANDER: We can say up to $25,000 in attorney's, in addition to the 100,000.

MR. TOUART: Wasn't there something we discussed once before that that's all she would be entitled to anyway, $25,000?

MS. LANDER: It's 25 percent of his recovery and that would be 25,000.

COMMISSIONER GILLEY: We said that before.

MR. TOUART: I thought we did, too.

MS. LANDER: That way he would net 100,000.

COMMISSIONER DICKSON: So the recommendation would be 100,000, he keeps the warranty, he keeps the house, and we would pay up to 25 percent.

MS. LANDER: Twenty-five thousand in attorney's fees.

COMMISSIONER DICKSON: Twenty-five thousand dollars in attorney's fees.

MR. TOUART: He gets to keep the 38,229.99?

COMMISSIONER DICKSON: He's already got that. He's already got it.

MS. LANDER: Right. So that brings the value of the settlement up above 150 and he gets to keep the house. And if he rejects it, then we have to go to trial.

COMMISSIONER DICKSON: We'll go to trial.

MR. TOUART: You're ready to go to trial?

COMMISSIONER GILLEY: I don't understand why he rejected that one. I still don't understand why he rejected the 200,000.

MS. LANDER: Because he was upside down. At

closing, he would have owed us money.

MR. TOUART: He would still owe us about $30,000.

MS. LANDER: At closing we would have paid off the mortgages with the proceeds.

MR. PEPPLER: He would have to write us a check for the mortgages he had.

COMMISSIONER GILLEY: I thought you said it was only 170 is what he owed?

MR. PEPPLER: Right. But once he paid off his lawyer and his costs --

MR. PEPPLER: He had other liens.

MS. LANDER: He had child support.

MR. TOUART: He had more bills.

COMMISSIONER GILLEY: We can't make him financially whole.

MS. LANDER: No, with this action we've extricated ourselves from his personal business.

COMMISSIONER GILLEY: Okay. So it would cover what the cost of our damages are, the 100,000. It would cover what the cost of the County's damages were to the house?

MR. PEPPLER: We would get a general release, if he accepted this offer.

COMMISSIONER GILLEY: All right.

(The Attorney/Client session concluded at 4:20 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

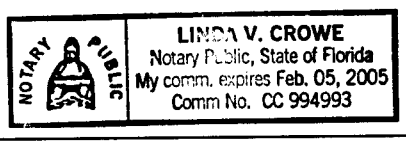
COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 31 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of November, 2004.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: CC994993
My Commission Expires: 02-05-05



MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MAY 5, 2005
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:30 p.m. – 3:59 p.m.)

Present: Commissioner J. W. "Bill" Dickson, District 2
Commissioner Marie K. Young, Vice Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, Vice Chairman, District 4
Commissioner Kevin W. White, District 5
Commissioner D. M. "Mike" Whitehead, District 1
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

1. Call to Order

Chairman Dickson called the Attorney-Client Session of the Board of County Commissioners (BCC) to order at 3:30 p.m., and County Attorney Lander advised that the purpose of the Meeting, which was advertised in the Sunday, May 1, 2005, issue of the Pensacola News Journal *(and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule – May 2-6, 2005, Legal No. 67756)*, was to discuss pending litigation regarding Torrey Village Apartments, LLC, v. Escambia County, Florida, Keith Wilkins, Doyle Butler and Timothy Day, Case No. 3:03cv461/LAC/MD and USCA Case No. 05-12049-C, and that the Commissioners and the following individuals would retire to the BCC Conference Room for the out-of-sunshine Meeting:

George Touart, County Administrator
Janet Lander, County Attorney
Charles V. Peppler, Chief Litigation Attorney
A Certified Court Reporter

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

2. Torrey Village Apartments, LLC, v. Escambia County et al.

Motion made by Commissioner Whitehead, seconded by Commissioner White, and carried unanimously, ratifying the scheduling and advertising of the Attorney-Client Session in Torrey Village Apartments, LLC, v. Escambia County, Florida, Keith Wilkins, Doyle Butler and Timothy Day, Case No. 3:03cv461/LAC/MD and USCA Case No. 05-12049-C, to discuss pending litigation, in accordance with Section 286.011 (8), Florida Statutes, for Thursday, May 5, 2005, at 3:30 p.m.

3:31 P.M. – MEETING RECESSED
3:48 P.M. – MEETING RECONVENED

Motion made by Commissioner White, seconded by Commissioner Young, and carried unanimously, approving to submit a counter proposal regarding Torrey Village Apartments, LLC, v. Escambia County, Florida, Keith Wilkins, Doyle Butler and Timothy Day, Case No. 3:03cv461/LAC/MD and USCA Case No. 05-12049-C.

ITEMS ADDED TO THE AGENDA IN THE MEETING

I. FOR INFORMATION: The Board:

A. Heard a status report from County Administrator Touart concerning $1.9 billion that the Property Appraiser has removed from the property tax rolls as a result of Hurricane Ivan, which equates to approximately $18.5 million in lost ad valorem tax revenues to the County; and

B. Was advised by County Administrator Touart that Matt Dannheisser, the attorney for the Town of Century, has requested that the Board consider entering into a long-term lease agreement with Century for the old Police Station, to be used as a library, and:

(1) Was advised by Commissioner Whitehead that he would support a $1 per year lease, with an option to renew for an additional 99 years; and

(2) Heard the request from Chairman Dickson that Legal staff negotiate a lease agreement for the Board's consideration.

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

ADJOURNMENT

There being no further business to come before the Board, Chairman Dickson declared the 3:30 p.m. Attorney-Client Session of the Board of County Commissioners adjourned at 3:59 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
J. W. Dickson, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____
Deputy Clerk

Approved: May 17, 2005

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

TORREY VILLAGE APARTMENTS, LLC.

V.

ESCAMBIA COUNTY, FLORIDA,
KEITH WILKINS, DOYLE BUTLER,
and TIMOTHY DAY.

CASE NO. 3:03cy461/LAC/MD and
USCA CASE NO. 05-12049-C

Attorney/Client session to discuss pending litigation in accordance with Section 286.011 (8), Florida Statutes, commencing at 3:30 p.m., on Thursday, May 5, 2005 in the Board Meeting Room, Third Floor, Old Court House Building, 223 Palafox Place, Pensacola, Florida.

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

ORIGINAL

MIKE WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
CHARLES V. PEPPLER, ASSISTANT COUNTY ATTORNEY

LEITCH, TAYLOR & BAKER, INC.
COURT REPORTERS
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(850)434-5954 • 1-800-321-5954 • Fax (850)434-0053 • ltbinccr@cs.com

P R O C E E D I N G S

MS. LANDER: Charlie is handing out a chronology.

MR. PEPPLER: I guess we're ready?

MS. LANDER: Yes.

MR. PEPPLER: We're here on this Torrey Village Apartments versus Escambia County matter. And before, I guess, we talk about the settlement proposal made by Torrey Village, I think it would be helpful just to go over this real briefly. I know we gave you the 41-page order by Judge Collier and I'm sure you have all read it, but maybe this will give a better overview --

COMMISSIONER DICKSON: There wasn't much of a plot.

MR. PEPPLER: -- of what happened. Torrey Village is owned by Elkin Corporation, which is out of Waukesha, Wisconsin. They own dairy farms and trucking companies and, apparently, the son is now running the company. The father purchased this property back in '91 to put up these apartments. And they're located -- the existing apartments are located right at I-110 and Atwood Drive and --

COMMISSIONER YOUNG: Davis Highway.

MR. PEPPLER: Davis Highway, right. And the

existing apartments are in this area.

(Mr. Touart enters.)

MR. PEPPLER: I don't know if you all recognize anything here, but there's the Peking Gardens Restaurant. Davis Highway runs along the bottom.

COMMISSIONER WHITE: Sit on this side.

COMMISSIONER DICKSON: George, you've got to sit over here. Lawyers are on that side.

MR. TOUART: I didn't notice that.

MS. LANDER: I told you let's see where he sits.

MR. PEPPLER: Thanks for pointing that out, Commissioner, because it makes it a lot better for my presentation.

Here are the existing apartments, Torrey Village Apartments. Here's I-10 or I-110, Davis Highway, and this is the area that the Elkin Corporation or Torrey Village purchased back in November of '91. And then what they intended to do was to expand the apartments and eventually build new apartments in this area. So they purchased this property in '91.

They applied for a land disturbance and a tree management permit from the County in December of 2001. We granted it with certain conditions that

because our tree ordinance protects certain trees and they have to be 12 inches in diameter of a certain species, they could go ahead and clear the land of pine trees and shrubs, but they had to leave the protected trees in place and not injure them. We required that they not operate heavy machinery within the drip lines of those protected trees.

Well, when clearing the property, their contractor, along with the resident manager of the Torrey Village Apartments, operated a bulldozer and a root rake and did do damage to the protected trees. That came to the attention of our Environmental Quality Division of the NESD and Timothy Day of the Environmental Quality Division went out and inspected, saw that there was damage to protected trees, got the County forester from the State Division of Forestry, Craig Iverson, involved to look at the trees, Beth Bolles from the Extension Service to look at it, and they all concluded, yes, the trees had been damaged through the root raking process.

While this is going on, Torrey Village management -- Richard Weiss is the manager there. Scott Meinerz is the principal from Waukesha, who, I guess, is president of Elkin and, also, is president

of Torrey Village. He's trying to get his board to approve development of the vacant property. The board meets on May the 2nd and decides well, this isn't going to turn a profit, we're not going to go forward with the development, and they vote down the development. They have already retained an engineering company from Crestview. Fred Cook is the engineer and he cancels the preapplication meeting with our DRC.

At the same time, the morning that he cancelled it, the Code Enforcement Division of our County goes ahead and serves Richard Weiss with a notice of violation for the damage done to the protected trees.

What happens then is kind of a series of errors, but our Code Enforcement starts chugging along and they retain Sam Revis, who is a respected forester or arborist here, and he determines, well, yeah, root raking took place, but I don't really see any damage. In fact, I see 27 trees that should have been removed because they're dead or dying. So we say, ah ha, you're not going to get that over us. We're going to retain an arborist from Tallahassee, Sam Hand. He confirms that, yes, the 34 trees that were the subject of the Code Enforcement proceeding

were injured and he identifies 19 others.

So we -- I think we set a hearing/ or the last time a hearing was set was late October and another division of the County comes into play, the Engineering Department. Because Atwood Drive has been closed off by the FDOT because they're doing all this work with I-110 and Davis Highway, they closed off Atwood Drive so that there's not more congestion here on Davis Highway. And Torrey Village, in order -- they think in order to make their apartment complex more profitable, wants a road to go from Lilac Lane to Davis Highway and they want the Code Enforcement proceeding dropped.

So we dismiss without prejudice the Code Enforcement proceeding and try to work with Torrey Village and with the Engineering Department to see if we can put a road in that would connect Davis Highway to Lilac and make their project viable.

So that's the meeting of November 6th. And that's where you see Richard Duane, our County Engineer, Keith Wilkins, who is the Director of NESD, Scott Meinerz, Richard Weiss, the Montanas -- they operated Montanas Restaurant, which eventually closed, I think, last year -- because they were interested in having that road because that would

give more traffic to their restaurant, which was failing because of all the construction along Davis Highway, and Kirk Stull, who was the engineer, HDR engineer retained by the County to look into the various situations and determine what alternatives there would be to Atwood Drive and connect Lilac and this neighborhood with Davis Highway.

Well, Mr. Meinerz was insisting that before he would agree to donate any property for this particular road we would have to pay him the attorney's fees that he incurred to defend the Code Enforcement proceeding. That was by Ms. Minshew. And, also, there was some other money involved that he wanted paid. And our County people are saying, well, no. Most people donate the right-of-way because they know that the road is going to help their development or their commercial project and we just don't see -- we have a limited amount of funds that the FDOT has given us to put in a road and we just can't give you $100,000, which is basically what they were demanding, so we could put this road in.

So the Code Enforcement proceeding sort of resurrects itself or is going to be reinstituted. That's what happens during May and August of 2003.

We have our arborist come back from Tallahassee, Sam Hand, to do another investigation and assessment of the trees. Settlement discussions take place between Ms. Minshew and I think George gets involved with the settlement discussions, and we finally agree that if you pay us a fine for each tree that you damaged, $400 times 34 trees, that's $13,600, and pay for the expert witness fees of Mr. Hand, we'll drop the whole thing and you can go ahead with your development, if you so wish. They would have to apply again, because they withdrew their application or didn't go forward with their application.

Well, Torrey Village says no to that and so Code Enforcement serves notice to appear on Richard Weiss, the manager, because he did admit he operated a bulldozer and performed some damage to the trees and he was served with criminal charges for the 34 protected trees. When the prosecutor got the case, she forgot that there's a one year statute of limitations and that case had to be dismissed. That's kind of complicated the situation here, comedy of error.

MS. LANDER: State Attorney.

MR. PEPPLER: Yes. So before the criminal

prosecution was dismissed, Torrey Village filed suit against the County and says, first of all, you violated my civil rights by trying to use the Code Enforcement proceeding to extract this road from me and it's extortion, it's a violation of my civil rights. You've taken my property because of the fact that you have this Code Enforcement proceeding hanging over my head and I can't develop the property. And there's some other counts that the attorney put in there.

Fast forward 18 months. Judge Collier, based on the motions I filed on behalf of the County and the three -- she also sued or Torrey Village also sued Keith Wilkins as the Director of NESD, sued Timothy Day, who is with the Environmental Quality Division who performed the initial inspection, and his supervisor, Doyle Butler, for violating the rights of Torrey Village, and the Court grants our motions and the case is dismissed. Torrey Village then files a notice of appeal with the Eleventh Circuit.

And the reason that we're meeting today is that in order -- what Torrey Village is proposing -- and I think that was attached to the last page of the 41-page order, the letter from Ms. Thieman-Greene.

And what they want, they want us to dismiss all the Code Enforcement proceedings with prejudice, not bring them up again, and then you will see the four points that they've listed there.

I have discussed this with Mr. Wilkins, with Mr. Walker, who is the Chief of Code Enforcement, with Richard Duane and Joy Blackmon from Engineering.

Do you have that?

COMMISSIONER BANJANIM: At the very end?

MR. PEPPLER: Yes.

MS. LANDER: You only have one page.

COMMISSIONER BANJANIM: I only have the one page.

MS. LANDER: You can look at mine.

MR. PEPPLER: I'm going to be handing this out.

MS. LANDER: You haven't handed it out yet?

MR. PEPPLER: No, because I wanted to go over the facts first.

But you will see the four points that they're wanting to pursue as a settlement. What you see in the letter from Ms. Thieman-Greene is sort of ignorance or intentional ignorance of the fact that we won the case and we're in the upper hand position, because as the -- they're appealing it and

one of the principles of appellate law is that the judgment of the Court is presumed correct. So they are dealing behind a burden of persuasion that's very great.

So our recommended counterproposal after discussing with staff is that, well, you have to -- if we're going to go forward with dismissing all the Code Enforcement proceedings, that you have to pay what we originally proposed two years ago, which would be the fines for the damaged trees, the 13,600, you pay Mr. Hand's expert witness fees of 4,000, and you pay all of our expert witness fees that we've had to incur because we defended this lawsuit and the Court ruled you shouldn't have filed it from the beginning or there was no legal ground to pursue the claims, and that's to the tune of around ten five.

There was also -- we had a court-imposed mediation and we each had to pay our share of the mediator's fees. That's around 2,700. And, also, we had taken almost 43 depositions of various witnesses and experts and there were photocopying and exhibit expenses involved with regard to filing these motions for summary judgment, and that amounts to $9,315 and change.

Our recommendation is if they were to pay the $40,049 and change, then we could agree to dismiss with prejudice the Code Enforcement proceedings as long as they executed a general release of all claims.

So, basically, that's why we have to meet. We're required to meet with you because they made a settlement proposal. We don't believe that the settlement proposal is a fair one, but this counterproposal we recommend that the Board pursue.

MR. TOUART: Keep in mind that they've taken the proposal from our office, which I consulted, obviously, with our staff before I made that decision, which is the seventeen five seventy-seven fifty. They flat turned us down there, so we're back to square one as far as I'm concerned.

COMMISSIONER WHITEHEAD: Actually, we're better than at square one because we've got a judgement.

MR. TOUART: We won the judgment against them.

COMMISSIONER WHITEHEAD: I think we should move forward with the counterproposal.

COMMISSIONER DICKSON: I agree. I think we're in the driver's seat on this.

COMMISSIONER BANJANIM: So they want us to drop that and then not charge them anything?

MR. PEPPLER: Right.

COMMISSIONER WHITEHEAD: That's not going to happen.

COMMISSIONER BANJANIN: Will the State pay for the road?

MR. PEPPLER: Well, Engineering is not going to go forward with this proposal. They want to -- Whitmire Lane goes back this way or maybe that way. They're going to make some improvements to Whitmire.

MR. TOUART: I don't know if y'all remember, actually with the cost of the road we went -- it would probably be more southeast or west, I guess, not east. We found another way to do this and the FDOT did approve it. We don't need the road. The road situation -- they were trying to hold us, basically, for lack of a better word, hostage over the road situation, so Engineering went and found another way to do it.

COMMISSIONER DICKSON: I would play hard ball. I really would.

MS. LANDER: Now what we can do is we'll return to the public and someone will make a motion that we counter offer in accordance with the guidance given in the executive session and then Charlie will --

COMMISSIONER BANJANIM: Could I ask a question?

MS. LANDER: Sure.

COMMISSIONER BANJANIM: Now, if they we reject, where are we?

MS. LANDER: In the Eleventh Circuit. It's their appeal, but their likelihood of success is not very good at all.

COMMISSIONER BANJANIN: All right. Say the Eleventh Circuit upholds the decision, then where are we?

MS. LANDER: Well, then the mandate will be issued from the Eleventh Circuit advising the District Court that they affirm the District Court's decision, and then they have to pay costs. They will have to pay all the costs. I don't know how many of these are recoverable costs.

MR. PEPPLER: The last figure, the 9,300, would be what the Federal Court could give us. Under the Federal Rules, expert witness fees cannot be paid, but yet --

MS. LANDER: And we could proceed --

COMMISSIONER WHITEHEAD: We could go after the fines then.

MR. PEPPLER: Yes. The Code Enforcement proceeding could be reinstituted.

COMMISSIONER WHITEHEAD: Put a lien on the

property.

MS. LANDER: The weakness that we have on the Code Enforcement is that Hurricane Ivan came along and it would be virtually impossible for us to get anyone to testify as to whether it was the root rake or the hurricane that fatally damaged the trees.

COMMISSIONER DICKSON: Didn't we take some pictures way back there in 2003?

MS. LANDER: There are more trees. There are two pending -- there's one action that involved the original 34 trees, but then there are probably more trees that have been damaged by the root rake, but we can't prove what was the cause of that.

COMMISSIONER BANJANIN: This is all fine, but where do we end up with the property just sitting there? Do they sell it? Do we have an eyesore? I mean, are we going to lose the property taxes of this development? Are they going to get back up? If they do the development, where will we be?

MS. LANDER: They made a decision early in the game that it just wasn't cost effective. That was several years ago, but with the prices that have changed as a result of the hurricane and the shortage of apartment units, they may revisit that, so I would be very surprised if this property

remained vacant and undeveloped.

COMMISSIONER BANJANIM: So you think either they'll do it or they will just sell it?

MS. LANDER: (Witness nodding head.)

COMMISSIONER BANJANIM: Because that's prime property in there and we could get some decent tax money out of that.

MR. PEPPLER: What Janet is suggesting though --

MR. TOUART: Let me interject this, too, Escambia County has a tree ordinance, a pretty strict tree ordinance, and it was devised many years ago. You may have been on the Board. I don't know when it came into effect, but my staff has enforced the tree ordinance. That's what this boils down to. And I back staff and y'all are backing staff.

COMMISSIONER BANJANIM: I'm just thinking ahead on the property.

MR. TOUART: But this whole thing was done by an arborist and staff in conjunction with our tree ordinance.

COMMISSIONER BANJANIM: I understand. No problem.

COMMISSIONER DICKSON: So we'll go out. We'll entertain a motion to accept the recommended

counterproposal.

MS. LANDER: Counterproposal.

COMMISSIONER DICKSON: Counterproposal as discussed during our meeting in the shade.

MR. PEPPLER: Right. You don't have to state a specific figure.

COMMISSIONER DICKSON: Oh, no, I'm not.

MR. PEPPLER: Any questions?

COMMISSIONER YOUNG: He answered the question I was going to ask.

COMMISSIONER BANJANIN: Even if they sat on the property, we would still collect the property taxes from the land.

MR. TOUART: Sure.

COMMISSIONER WHITEHEAD: Do you want these?

MR. PEPPLER: Yes.

MS. LANDER: You can keep the chronology, I think.

COMMISSIONER DICKSON: Yeah.

MS. LANDER: You can see how long that case was going on.

MR. TOUART: Off the record, but can we go back out there --

MS. LANDER: There is no off the record.

MR. TOUART: Can we talk out there about, you

know, where we're going today or who I've talked to about this tax situation? I've got some updates for the Board.

MS. LANDER: This is a special --

MR. TOUART: I'm talking about when we go back out there.

COMMISSIONER WHITEHEAD: When we go back out there, we can.

COMMISSIONER DICKSON: Once we have adjourned from this.

MS. LANDER: You can. Do you need any Board action, George?

MR. TOUART: No, I just want bring them up to where we are.

(The attorney/client session concluded at 4:00 p.m.)

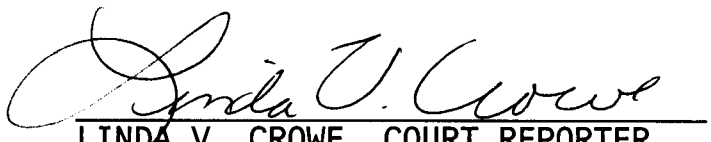
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 18 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of May, 2005.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 15, 2005
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:02 p.m. – 4:41 p.m.)

Present: Commissioner J. W. "Bill" Dickson, District 2
Commissioner Marie K. Young, Vice Chairman, District 3
Commissioner Thomas G. "Tom" Banjanin, Vice Chairman, District 4
Commissioner Kevin W. White, District 5
Commissioner D. M. "Mike" Whitehead, District 1
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

1. Call to Order

Chairman Dickson called the Attorney-Client Session of the Board of County Commissioners (BCC) to order at 4:02 p.m., and County Attorney Lander advised that the Meeting *(regarding Emerald Lakes [Heron's Forest])* was advertised *(in a block ad and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 12-16, 2005 – Legal No. 68303)* in the Sunday, September 11, 2005, issue of the Pensacola News Journal, and that the Commissioners and the following individuals would retire to the BCC Conference Room for the out-of-sunshine Meeting:

George Touart, County Administrator
Janet Lander, County Attorney
Alison Perdue Rogers, Deputy County Attorney
A Certified Court Reporter

4:03 P.M. – MEETING RECESSED
4:40 P.M. – MEETING RECONVENED

2. Emerald Lakes (Heron's Forest)

Motion made by Commissioner White, seconded by Commissioner Whitehead, and carried unanimously, approving that, if and when a settlement is reached between the parties, it will be brought back to the Board for a vote in open session.

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

ADJOURNMENT

There being no further business to come before the Board, Chairman Dickson declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:41 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By: _____
J. W. Dickson, Chairman

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

SEAL

_____
Deputy Clerk

Approved: October 6, 2005

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Thursday, September 15, 2005, at 4:00 p.m., to wit:

EMERALD LAKES

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. J. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
ALISON PERDUE ROGERS, DEPUTY COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

ORIGINAL

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P R O C E E D I N G S

COMMISSIONER DICKSON: At this time we'll turn it over to our attorneys to brief us on this case, which I think it's called the Emerald Lakes case.

MS. LANDER: Right. And while Alison is setting up, let me remind you all that the only thing we're allowed to talk about is the case Emerald Lakes and the settlement discussion. We can't talk about anything else. And everything that you say is on the record. There's no such thing as going off the record at all in these sessions. And this will be sealed until the conclusion of the case, after which time it will be transcribed and delivered to the clerk and it will be a public record, so govern yourselves accordingly.

COMMISSIONER DICKSON: Okay. You got it. You're doing it? Okay.

MS. ROGERS: Let me just pass out a few things. I realize -- I know, especially Commissioner White was not involved in the previous deliberations that the Board did with regards to this matter, so I want to make sure that you have at least the basic background in front of you so you can actually see what happened.

This is the Emerald Lakes matter. It is in

litigation. It has been in litigation for a while. If you look at the little -- just to remind you very quickly about what happened, I have the little diagram in front of you there that shows the Emerald Lakes development, proposed development area. It's owned by Garrett Walton and Dick Baker, the Heron's Forest Development Company. It's approximately 26-and-a-third acres in size. You can see there you've got really two separate zonings, underlying zonings that apply to the area; it's got C-1 for part and R-1 for another part. And what happened was in the 2000, 2001 round of JLUS --

COMMISSIONER DICKSON: That was AICUZ.

MS. ROGERS: AICUZ. In the 2000 and 2001 round of that, an APZ-2 was essentially put right over this particular parcel. It literally bisects it.

COMMISSIONER WHITE: Is that what this line is here?

MS. ROGERS: No, that's actually a zoning line, I believe. It is a curved line and it affects -- it literally goes through the center of this proposed development area and it vastly downzoned the proposed development site.

COMMISSIONER DICKSON: I think out of the 26 acres, when they overlaid the APZ -- this was back,

now, around 2000 when they overlaid that -- all but eight acres fell into the APZ, so it obviously meant that it was downzoned. So eight acres stayed outside.

MS. ROGERS: Under current zoning there are only approximately 71 or 70.52 or something like that units that would be allowed on this particular development site. That's down substantially from the more than 500 that potentially could have gone on the site had the maximum development possible been done on the site prior to the AICUZ. And just on a technical point, I think it now falls in a C-4 Overlay, is what it's called there.

This was the sixth of six phases in a multiphase Heron's Forest Development Company multiphase master plan, so this was the last and final phase that they were going to development. They did the other five and they got to this one and, of course, by the time they got to it, it had been downzoned.

When they went to the County to commence the development of this particular area, essentially the County's position was that they were subject to the downzoning. And if any of you -- I think Commissioner Dickson will remember that Mr. Walton

was, in fact, involved in the 2000, 2001 AICUZ proceeding, so he was very much aware that this had happened to his property.

To make a long story short, they disputed that the downzoning applied. The County stood by its guns and said that it did and they ended up appealing the administrative decision that the downzoning was going to apply to them to the BOA. The BOA decision was appealed to the Board of County Commissioners. The Board of County Commissioners sent it back to Staff. It got appealed again to the BOA. It went again from BOA to BCC. The BCC stood by its guns that the downzoning did apply and it got appealed across the street under a petition for certiorari. That is where it stands today.

However, last year, at Mr. Walton's request, we did an alternative land use dispute resolution proceeding whereby a mediator, in this case it was Lou Ray, was brought in to listen to the dispute and the different sides of the story and he made a determination, which I've put in front of each of you, that says under the statute that we used him under he had to supply to you all a report.

And under that report, which some of you may recall from last year, he did, in fact, find that

this property had been essentially unduly burdened by this downzoning and he proposed a fairly novel solution having to do with allowing the Heron's Forest Development Company to take -- to leave the 70 units on the site, but taking the additional 452 units that under the maximum potential could have been used there and allowing them to go somewhere else in the County.

Under the statute that we used Mr. Ray under, a transfer of density is allowable. This report was brought to you all in November of '04, and you can see that's in the minutes that I gave each of you.

(Commissioner Whitehead enters.)

MS. ROGERS: And at that time the Board agreed to accept Mr. Ray's report and essentially instructed the legal department to work with Mr. Emmanuel, who is Mr. Walton's attorney, and to try to negotiate out some way of putting that proposed novel solution into action.

And this is why I'm coming to you at this point. Obviously, it's been almost a year and there have been a couple of reasons for that delay in getting back to you. One, I think, is Mr. Walton got sidetracked with Rebuild Northwest Florida. I think that took some months of his time. There was

the shooting at Emmanuel Sheppard. That kind of distracted them. And in addition to that, when we finally got down to business, there is a little bit of a difference of opinion in how to put this into effect.

The difference of opinion is under the Board's previous action -- and it's there in the minutes -- what this Board directed was that the receiving parcels -- this Board said that there could be five or six receiving parcels for that 452 units of density, but that Mr. Walton needed to identify those five or six receiving parcels ahead of time and that then we would essentially allow him, pursuant to a development agreement, to put those units on those five or six receiving parcels.

Well, this is where the hang-up is, because Mr. Walton's response to that is, well, I can't go out and buy receiving parcels. He says he doesn't own five or six receiving parcels in an area of the county where it would be financially beneficial to him to move this density to and he doesn't want to put himself in a financial hardship position by purchasing them before he knows that this Board will allow him to put the density there.

So instead, what Mr. Walton proposes is he

wants to be able to have more like a carte blanche sort of development or settlement agreement whereby we agree ahead of time that as long as your receiving parcels are limited to five or six, or whatever this Board wanted to indicate, as long as your receiving parcels were limited, as long as your receiving parcels are not on a barrier island, as long as they are not in an airport overlay -- and if there were any other particular sensitive areas that you had concerns about, we could probably have those in there, as well -- that as long as those units are not put in those areas, you can put them wherever you wish, but pursuant to Mr. Ray's recommendation that you have in front of you, he would be limited to allowing no more than three units per acre wherever he puts them.

My best guess is that he's going to want to put these units, probably all of them, in the central part of the county where a lot of the growth is, where in those areas it may currently be zoned for, say, two units an acre, and he would be allowed therefore to put an additional unit per acre in those areas and, obviously, for him, that presents a great financial possibility.

He does not want to have to be in a situation

where, as was proposed to him by our office, that we do a development agreement to agree on the basic underlying principles, but then each time he buys a receiving parcel, we come back before the Board and do an amendment to the development agreement. Because his concern is well, then, he's in the same position, he's bought the receiving parcel without the knowledge about whether or not the Board was going to approve that site and if for some reasons members of the public from that area of the county show up in mass, then he risks -- he's taking a great financial risk, because then this Board may be under pressure to deny that particular location to put the units.

So we got to a position where I felt it was appropriate to come back to this Board, because we were starting to stray from the direction the Board gave in November of '04, which is there in the minutes, Mr. Whitehead, what happened in November of '04.

So at this point, I think it's important for this Board to either make some sort of direction that we want to continue along the route that Mr. Walton is proposing, where he essentially gets -- we would negotiate out a development agreement that

would basically allow him to put those units wherever he wants, as long as it's not in those restricted areas, and he would not have to come back to the Board for any amendments and not have to have an additional public hearing.

Or do we at this point change course from the Board's previous direction and say that we've been unable to negotiate anything to conclusion with Mr. Walton and allow it to continue forth back at the Circuit Court level or do we take some other third option? I'm not sure. And there's one -- I'm sorry.

COMMISSIONER DICKSON: And there's even a little bit more to it. This goes -- like I say, back in 2000 when they initially put the APZ over the property and downzoned the property, and then when the JLUS study was done in 2003, I think is when we did that, we further impacted that eight acres that remember I said was not in.

However, I mean, the Board at that time -- I'm talking about the Board here -- we agreed to that. I mean, we passed that. And so then when this thing was going to trial, I guess, or going to wherever it was going to go and they agreed to have the mediator come in, the Special Master listen and hear the

case, at that point, I guess, they were trying to come up with a settlement agreement. Part of that involved some money. However, we have the money. That's one of the things I worked on this past legislative session was to get the 135,000 that was part of the deal. And we have it. We got that. So there's not any money out of our pocket from a cash standpoint.

I have some mixed emotions with them. I understand where he's coming from. He kind of got caught between a rock and the hard place, to be honest with you. And he is a friend. I have to tell you that up front, but still I voted against him when it came up the last time. I hated to do it, but I really felt like we were taking the right approach.

Personally, I think we're probably in a good position to get ourselves out of this case. I don't know whether we'll win it or lose it if it goes forward. I think he's got some strong arguments and, of course, our legal counsel can tell us whether or not they think, you know, what our chances would be like. I think he's got probably a fair chance. I mean, you know, he did get downzoned twice because of things beyond his control.

So if there's a way to come out of this thing with a settlement that everybody can agree to, I think we ought to try to do it. It seems like that we're pretty close to that point. And I guess the sticky -- the only -- the money is not a lot, is not an issue, because we have that. We just received it. And I guess as far as the property itself, he will be allowed to develop it to some degree, but he has agreed to do that within the confines of the JLUS study. So, again, he will still have that piece of property he can do something with, but he's not going to have nearly the density he had. So the sticky thing is, I guess, is whether or not we allow him to transfer it out, which we said before we would consider doing that, but now, I guess, the hang-up is whether or not he has to identify the parcels.

Now, I understand his problem personally, because he's not sure where he wants to buy that property out there. He's looking kind of up in the MU-6 area, because he knows future development is going up that way, as we've told everybody, but since he doesn't own the property yet, he doesn't want to go out there and invest a lot of money and then find out that we won't allow him to do, I

guess, to develop what he wants to do.

I mean, I'm for trying to move forward and get ourselves out of this thing. When I say get ourselves out, it's nothing that we personally did, but there are some extenuating circumstances, I think that are unique to this case and I think they are trying to be, I hope -- I think they're trying to be fair. You think they're trying to be fair to try to come up with something that we can all live with?

MS. ROGERS: They are working more or less within what Mr. Ray proposed --

COMMISSIONER DICKSON: Right.

MS. ROGERS: -- which last year this Board did accept and indicate a desire to work within, which is where the $135,000 figure comes from. That was recommended in Mr. Ray's report last year that we, in addition to the transferring of the density, make a payment of $135,600, which represents $300 per unit for engineering and other costs related to that, and through a grant that Commissioner Dickson was able to get, we have 122,000 of that sitting and waiting.

COMMISSIONER WHITEHEAD: Was there a development order issued for this project?

MS. ROGERS: There was a 1996 -- no, this is where the hang-up occurred was that they -- with Emerald Lakes. Now, there was a multiphased master plan in 1996 which was approved.

COMMISSIONER WHITEHEAD: The master plan is not the same as a development order.

MS. ROGERS: Right. With Emerald Lakes -- this is where the problem began is when they went to start Emerald Lakes, they got hung up at the initial, the initial, just very beginning of the DRC process. When the initial DRC comments came back that basically said, you know, you can't do this, you're not zoned for this anymore, and there were some other comments that were in question. That's where the dispute started right there, so it ended up being an administrative appeal of those Staff decisions to the BOA.

COMMISSIONER WHITEHEAD: How can they claim vested dwelling units if they don't have a development order?

MS. ROGERS: Well, that's one of the issues. They claim that they were vested because the master plan in '96 had been approved by the County and there's no specific expiration of the master plan approval in the code, is what they claim.

COMMISSIONER WHITEHEAD: But unless a development order has been issues, aren't we free legislatively to change zoning and make changes?

MS. LANDER: Oh, sure. The problem and the weakness with that position is that Staff had an internal policy of treating them as vested at the master plan stage.

COMMISSIONER WHITEHEAD: Is that documented somewhere?

MS. LANDER: It can be elicited in testimony in deposition.

COMMISSIONER WHITEHEAD: That is actual policy then or had been?

MS. LANDER: It's not Board policy and it's not adopted policy, but that was the practice. They treated them as vested once they approved their master plan. It's dead wrong. There's no support for that, but nevertheless that was the representation that was made by Staff. So we've got some estoppel arguments arising, just showing you the weakness of the defense of the case.

COMMISSIONER WHITEHEAD: I agree. If that's been the Staff's position, that kind of shoots that one in the hip.

COMMISSIONER DICKSON: There's a lot more to

this case, there really is.

MS. ROGERS: I could talk about it for hours and I thought not to do that.

COMMISSIONER BANJANIN: Let me ask something. When you look at this map, there's houses all around, subdivisions all around this piece of property.

MS. ROGERS: Yes, most of them built by this company.

COMMISSIONER BANJANIN: I mean, do we really need to -- I mean, do we really need not to let him go ahead and build this?

COMMISSIONER DICKSON: Yes, because it's right in the APZ.

COMMISSIONER BANJANIN: But there's others there.

COMMISSIONER DICKSON: I know, but you don't want anymore in there than you've already got and some of those are actually a little bit out.

What happened was, going way back, you remember the Laguna project? There were some people that wanted to swap land with the Navy on the water. Am I allowed to say this?

MS. LANDER: Yes.

COMMISSIONER DICKSON: You may remember this

case. And what they were trying to do is get all the property that was in the APZs out for the Navy and they were going to get the property down on the water from the Navy and they were going to put a convention center/golf course thing down there. You remember that went through Congress. The House passed it and the Senate did not.

So what happened was they had gone out and purchased this property up here in good faith, at least they thought, to make the swap, because everybody was going to come out -- it was going to be a win/win for the County, which these would have never been developed up there. This would all have been vacant up there and the County was kind of -- they weren't involved in the negotiations, but they were aware of kind of what was being done in order to help out with the density in the APZs. Well, when that deal fell apart, then they were stuck with the property, so they went ahead and started the development.

One of the other things that hung them up down here was because at the last minute when they were developing this up here, everybody said, wait a minute. We may now be able to go back and do the initial project, so they stopped work again for

eight months while they were in limbo. They said, okay, if you can still come in and do it, we'll be happy to work the deal. Again, they thought everybody was going to come out of it happy. Well, that fell through, so then they said we don't have any recourse but to go ahead and develop it.

So this is in a critical area. That's the reason when we did the JLUS thing, we went ahead and changed the zoning again, knowing that eight acres -- the 26 acres was impacted by the 2000 ruling way back there and then the eight acres is what was left.

COMMISSIONER BANJANIN: Where is the runway in relation to this?

COMMISSIONER DICKSON: It's right over here, come over here, kind of in this area.

COMMISSIONER BANJANIN: Over here?

COMMISSIONER DICKSON: Yes.

MS. ROGERS: This is right near the rear gate to NAS.

COMMISSIONER DICKSON: Back gate to NAS.

COMMISSIONER BANJANIN: In other words, on the other side of all this development?

COMMISSIONER DICKSON: Some of it is. This is Heron's Forest down here.

COMMISSIONER BANJANIN: The field is over here?

COMMISSIONER DICKSON: No, the field is almost due west -- due east, I'm sorry, due east of there. In other words, the field is over here.

MS. LANDER: To the right.

COMMISSIONER DICKSON: To the right.

COMMISSIONER BANJANIN: Are you sure that that's much of a problem?

COMMISSIONER DICKSON: Yeah, it is. It goes right over it. I've got it over my office.

COMMISSIONER BANJANIN: Well, there are all these other houses there.

COMMISSIONER DICKSON: And that's part of the problem.

MS. ROGERS: Absolutely. May I just make sure you understand one thing? This is in court right now on a cert petition. It is not in court right now on a Harris Act or a takings claim. It's a cert, meaning an appeal from when this Board went through the appeal last year.

COMMISSIONER BANJANIN: The thing is in the mediator's report here they're talking about the taking is valued in the order of two million two hundred and sixty thousand dollars.

MS. LANDER: I think that that will follow if

we're unable to resolve this.

COMMISSIONER BANJANIN: That's what I'm thinking. That's what I'm trying to figure out. And on the other end -- on this end, if we go ahead with the litigation, if they get the cert and it goes back, we may end up facing two million two sixty.

Now, on the other end of it, we're going to have five pieces of property out there we have no idea what kind of public problem it is, political problem that's going to be.

MS. ROGERS: The only other side --

COMMISSIONER BANJANIN: The people in that area --

COMMISSIONER WHITE: It's going to be right in my district --

COMMISSIONER BANJANIN: -- they don't want that much density.

COMMISSIONER WHITEHEAD: But you're only talking increasing the density from two to three units per acre, a third acre lots. That's bigger than anything you've got in the city.

COMMISSIONER BANJANIN: But you may have to go through that five times. Then the issue is we made a deal to help out this --

COMMISSIONER WHITEHEAD: No, you're probably only going to do it once, because the size of developments that Walton does, he's not going to go out and do some mini subdivision. He's going to go 500 --

COMMISSIONER DICKSON: If you look at all his developments, they're large. He's looking for a piece of property to do the whole thing at one time.

COMMISSIONER WHITE: Rezoning might --

COMMISSIONER WHITEHEAD: You would still have to do rezoning.

I know she can't keep track of all the conversations. We thought you were better than that.

MS. LANDER: It gets dicey there, too, because --

MS. ROGERS: That's why we're here.

MS. LANDER: The question is whether or not we have to do a rezoning, and if we have to do a rezoning, is it contract zoning and, therefore, unlawful? Everywhere you go you bump into something. There are problems everywhere in this case, so what you have to think about is, you know, which is your least obnoxious scenario.

COMMISSIONER WHITEHEAD: Well, if I might, it

would seem to me the appropriate route to go -- because a significant portion of that area there is zoned AG and that's where your problem falls.

COMMISSIONER WHITE: Make it residential, one per one acre.

COMMISSIONER WHITEHEAD: Or less. It would seem to me the appropriate route to go would be that he could transfer this density to any residentially zoned property as opposed to any parcel, which puts the onus on him then to go out and get the residential zoning into whatever category. He can transfer density once you've done that, because you're not dealing with contract zoning then. He has to go through a regular rezoning process to go from his AG to whatever classification of residential it is. At that point, he then has his density bonus that he could transfer. That gets you out of the contract zoning.

MS. LANDER: Coming from AG or R-R to R-1 and then he can add an additional unit onto that.

COMMISSIONER WHITEHEAD: That would seem to be a very logical way to go.

MS. LANDER: Does that crunch with our density under R-1?

MS. ROGERS: Well, he may -- well, no.

MS. LANDER: It would be more agricultural or VR-1?

MS. ROGERS: I can tell you that may address the issue that he has, which is that if this Board puts him in a position of having to buy the property and then come back for either rezoning hearings or PUDs or anything else that requires public hearings, he's going to balk, because he's going to say, then I'm still at the whim of the public, essentially the Board, but if there's enough pressure, you're forced. So that may address that issue, which is -- that keeps us from saying, okay, tell us what the parcels are and then go get them rezoned.

COMMISSIONER WHITEHEAD: Exactly.

COMMISSIONER DICKSON: I mean, that's fine. Like I say, we've got the money.

COMMISSIONER BANJANIN: Would it have to still be rezoned?

MS. ROGERS: Well, I think what we're proposing is that because the statute that Mr. Ray was operating under specifically provides that you can transfer density as a solution to a problem where there's a perceived unduly burdening of a property owner. I think legally you can attempt to operate under that.

MS. LANDER: We could, but he doesn't have any parcels to transfer it to, so we can't do an open-ended transfer of density.

COMMISSIONER WHITEHEAD: No, but what you can do is give him 452 density credits to be used on a residential parcel.

COMMISSIONER DICKSON: That's kind of what I've been saying, go ahead and give him the credits and let him -- I mean --

MS. ROGERS: As long as he can do that now and he doesn't have to just hold them indefinitely for when we actually get a TDR scheme in place, which is what he says, well, if everyone else can bank them, then I lose the financial benefit of it.

COMMISSIONER YOUNG: Wouldn't he have to purchase the lots still?

COMMISSIONER WHITEHEAD: These guys go out and do deals all the time contingent on rezoning. That's typically how that works. They go out and buy 1,000 acres contingent on getting it rezoned.

COMMISSIONER YOUNG: He already owns this.

COMMISSIONER DICKSON: They own that.

COMMISSIONER YOUNG: So what would that be, just land that they own? We wouldn't have to give them anything?

MS. ROGERS: Under current -- no. Under current zoning, they can put up to like 70.56 or 71 or some such number units on this property.

COMMISSIONER DICKSON: And you're reducing that out of the number that they could have put on there.

COMMISSIONER YOUNG: Subtracting that amount from that?

MS. ROGERS: There are 452 other units above and beyond the 71 that are still there to be put somewhere.

MS. LANDER: Wouldn't it take an awful lot of land, though, for him to -- if he can't put more than three units on an acre, then that's an awful lot of acreage.

MS. ROGERS: Less than Nature Walk.

COMMISSIONER WHITEHEAD: If it's zoned for two units per acre, you would eat it up in 500 acres, 450 acres, actually. That's not a lot. That's a typical golf course type development.

MS. LANDER: What I'm saying is it's a little confining. I was hoping that rather than restrict it per acre that he might want to do some clustering. He might want to do all kinds of things that work into planned unit developments, affordable housing. We could do all kinds of things with this

and try to make some lemonade out of it.

If it's too restrictive on an acre by acre, I think that's going to box him in.

COMMISSIONER WHITEHEAD: You could have wording in it that says the one unit per acre and then insert wording that says nothing in this would prohibit him from submitting a PUD or some other type of clustering arrangement, but the overall density wouldn't change. If he's got a 200-acre parcel, the most he could do, even with clustering, would be 200 additional units in there somewhere. I'm not suggesting it has to be on each and every acre an additional unit. That's not the way you develop anyway.

MS. LANDER: Right.

COMMISSIONER DICKSON: He may end up doing a couple of different projects.

MS. ROGERS: Oh, yeah, up to five or six is what the Board has recommended.

COMMISSIONER DICKSON: But like we were saying earlier, he may go out there and buy one large piece, but he may have another piece someplace else that he wants to put --

COMMISSIONER WHITE: Three or four smaller pieces.

COMMISSIONER DICKSON: -- he may want to put a PUD on there, so I would leave it open for him to come in and be able to do that.

MS. LANDER: Be creative.

MS. ROGERS: There's a reference in Mr. Ray's report to the performance standards that would apply. He recommends that the receiving parcels would be subject to R-6 residential performance standards.

MS. LANDER: I wouldn't even want to go there because, again, that's restrictive. That was our -- you know, that's our yeoman's version of density transfer and it's very primitive. The more primitive the solution, the more primitive the housing picture is going to be up there. So I would like to give -- I mean, he's a proven developer and I don't feel it's necessary to put too many constraints on him. And I really am concerned about the decrease in overall density from 500 to 71.52. That makes you blink. That's pretty significant.

So, all right, is it the consensus that -- we'll have to vote on this in the public, but I want to make sure I understand that before we go back and we allow Mr. Walton to take those 400 and --

COMMISSIONER DICKSON: I wouldn't use Mr.

Walton. I think I would just use Heron's Forest Development Company.

MS. LANDER: Heron's Forest Development Company to take those 452 residential density units and use them as credits that he can transfer up to one additional unit per acre overall. And he can cluster it however he wants. It doesn't preclude him from planning his development the way he otherwise would.

COMMISSIONER WHITEHEAD: He can't cluster any way he wants. I wouldn't even say the word. I would say subject to whatever --

MS. LANDER: But he doesn't want to go through anything, you know, but there's a limit to what we can --

COMMISSIONER WHITEHEAD: He's got to go through the development -- he's go to go through the DRC. He would have to do that anyway.

MS. LANDER: Right.

COMMISSIONER WHITEHEAD: What we're saying is we're going to give you the additional bonus in terms of credits, but we're not going to let him build a 40-story building in Cantonment and use up all the density in one spot. I don't think --

COMMISSIONER DICKSON: It has to be reasonable.

MS. ROGERS: Should we bring it back in the form of a settlement agreement at a later meeting?

COMMISSIONER BANJANIN: You better talk to him.

MS. LANDER: What happened is we would offer it. First we would get the permission from the Board to make the offer.

MS. ROGERS: I think Mr. Emmanuel is here.

COMMISSIONER DICKSON: I saw Dick Baker walk in while we were up there, so he may be here.

MS. LANDER: We offer it and if they're here and if they want to accept it, then they can. What I would prefer to do is that they authorize my office to make the offer. You're not making the offer in open forum. You're authorizing us to make the offer. We will sit down with them and we will get it reduced to writing, get all the parties to sign, and then we file it in court and it's a done deal and, of course, we've reported that as the Board.

COMMISSIONER WHITE: So all we do when we go back is make the motion to have y'all make the offer to them?

MS. LANDER: Right.

COMMISSIONER WHITE: We don't have to go into the details. All we have to do is say --

MS. LANDER: I'll put it this way: As discussed.

COMMISSIONER DICKSON: As discussed.

MS. LANDER: Right. And then if we do it like that, if we don't come right out and say what we've discussed, then it will have to be -- the settlement agreement will have to come back to you for approval. Which is okay, I'll put it on the County Attorney's report.

COMMISSIONER WHITE: That's fine. Let's do it that way.

MS. LANDER: Yeah.

MR. TOUART: I heard the Staff's name mentioned a minute ago. I have to take up for Staff. This started in 1996 and Staff did exactly what Staff was supposed to do in 1996.

It also states here in 2001 that the final eight acres of JLUS -- as Bill said, that was actually 2003 when JLUS was completed, so, you know, Staff was on Board with JLUS and everything else when the eight acres was done here.

Does this agreement bind future Boards?

MS. LANDER: Absolutely.

MR. TOUART: What happens -- what happens -- we live in a political world. What happens if District

I or V, where this probably will go when the density is transferred, has to be rezoned and this place is packed out here and the Board chooses not to approve a particular location?

MS. ROGERS: Well, that's the problem we're trying to avoid.

MR. TOUART: I agree. Has anybody even thought about passing this by Mr. Baker and Mr. Walton? I agree with the density transfer credits, but the methodology that you're portraying to this Board is very complicated.

MS. ROGERS: We've been talking to them for almost a year.

MR. TOUART: So they've agreed to everything you just said?

MS. LANDER: No, they want to dodge the public hearing aspect.

COMMISSIONER DICKSON: This is going to go back to them.

COMMISSIONER WHITEHEAD: You can't dodge the public hearing aspect, because they're going into an area there where is it significantly downzoned from what they need. That's the reason I believe that the onus is on them to get the residential zoning. Once they get the residential zoning, transferring

the residential density credit, I don't have a problem. They can't transfer residential density credit in the Agricultural zoning, because you have changed the zoning without a hearing. And you can't agree to change the zoning, because then you're into contract zoning. I mean, he can't have it both ways. We can give him credits for residential that he can use if and when he gets rezoning. I don't think -- I cannot imagine a Board that's going to unreasonably withhold a rezoning request, especially in this environment today when we're trying to push that growth up there.

MR. TOUART: Let me ask one other question. MU-6 is coming back before this Board very shortly. Some of these zoning issues may be addressed and solved with MU-6.

COMMISSIONER WHITE: It may take care of itself.

MR. TOUART: It may take care of some of the problems that are zoned AG now, because it's a blanket AG zone up there right now. From what I've preliminarily heard about MU-6, it may take care of itself in that most of your high downzoned areas are going to be in this MU-6 area. So, hopefully, the developers will choose some future property that's

being rezoned and that will solve their problems and not have to go before the public.

COMMISSIONER DICKSON: And, you know, that's probably what they're going to try.

MR. TOUART: I sincerely would think so. These are smart guys. If we get out of this thing that easy --

COMMISSIONER DICKSON: That's what I'm trying to say. I mean, moneywise, it didn't really cost anything because we got the grant to take care of that part of it. I think we should just do --

COMMISSIONER YOUNG: The 135,000?

COMMISSIONER DICKSON: We got the -- well, we got 122 out of the 135.

MR. TOUART: The State gave us that.

MS. ROGERS: We have a year to use it?

COMMISSIONER DICKSON: We have a year and we've got to get the application in. I mean, it's there. All we've got to do is send the application in and we'll get it.

MS. LANDER: If they're getting all their units, if they were originally at 500 and they will have 452 plus 71.52, the money represents the difference in the value of the units built off the area where it was originally contemplated.

COMMISSIONER DICKSON: That's my understanding.

COMMISSIONER WHITEHEAD: Well, actually, I think what it says in there is the value of the engineering and design services that went into the original plan, we're reimbursing them for that, which I don't have a problem with. We're forcing them all the way back through that redesign process.

COMMISSIONER DICKSON: Okay.

(Conclusion of proceedings at 4:40 p.m.

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 34 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of September, 2005.

LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD DECEMBER 8, 2005
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:02 p.m. – 4:20 p.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

1. Call to Order

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 4:02 p.m., and advised that the Board would conduct an Attorney-Client Session regarding Emerald Lakes (Heron's Forest), and that the Session was advertised *(in a block ad and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule December 5-9, 2005 – Legal No. 68616)* in the Sunday, December 4, 2005, issue of the Pensacola News Journal, and that the Commissioners, George Touart, County Administrator, Attorneys representing Escambia County, Janet Lander, County Attorney, and Alison Perdue Rogers, Deputy County Attorney, and a Certified Court Reporter would retire to the BCC Conference Room for the out-of-sunshine Meetings:

4:02 P.M. – MEETING RECESSED
4:20 P.M. – MEETING RECONVENED

2. Emerald Lakes (Heron's Forest)

Motion made by Commissioner Dickson, seconded by Commissioner Young, and carried unanimously, approving to accept, and authorizing the Chairman to execute, the *Settlement Agreement Between Escambia County and Heron's Forest Development Company* regarding *Emerald Lakes(Heron's Forest)*.

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:20 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____
Deputy Clerk

Approved: January 5, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Thursday, December 8, 2005, at 4:00 p.m., to wit:

EMERALD LAKES

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. J. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
ALISON PERDUE ROGERS, DEPUTY COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

ORIGINAL

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P R O C E E D I N G S

MS. ROGERS: You are here -- as you may recall, on September the 15th we had a shade meeting on the Emerald Lakes matter. Very briefly to refresh your memory, the Emerald Lakes matter had to do with approximately 26 acres near the NAS airfield that was downzoned. We had one of the Florida statutorily allowed Special Magistrate mediations that basically determined that the County had unfairly burdened the property in this case, which is owned by Heron's Forest, represented by Mr. Garrett Walton and Dick Baker.

At that shade meeting on September the 15th, just to remind you, essentially what the Board agreed to was three big points: That they could take 452 dwelling units and up to the 71 other units that would normally have stayed with the Emerald Lakes property, that those units could be transferred to up to six receiving parcels elsewhere in the county. There would be no public hearings required such as PUDs or rezonings. However, any project would need to go through DRC and live up to the building codes. They could take up to three dwelling units per acre onto the receiving parcels. But the kicker and the reason that I believe we're

here today is because what this Board decided was that, however, any receiving parcel must already have residential zoning designation. This is the problem and this did not go over with the plaintiff in the case.

Their concern was that Heron's Forest needs something that is not readily available to any other developer. The point being, first of all, that the Central County Study is very likely to result in rezoning by the County of much of the areas that are probably going to be residential where these places would have a market. And in addition to that, if they had to go through the entire hearing process of obtaining any rezonings for receiving parcels, they would probably be able to get three dwelling units an acre or close to that anyway. So their point was what are we getting? How does this benefit us? You're not really giving us anything that we couldn't get anyway.

So they, in return, sent what they have determined or declared is their best offer in order to settle the matter and, of course, it's our obligation to make sure we bring that to your attention to see if we want to reject it or not.

MR. TOUART: Just for clarification, you keep

using the term Heron's Forest. Since we are being recorded, make sure you use Heron's Development Company, because there is a Heron's Forest and this is about Emerald Lakes.

MS. ROGERS: Yes. Heron's Forest was one project in the multi-phased development. Heron's Forest Development Company is the owner and developer, but the specific project was going to be the Emerald Lakes, which is approximately 26 acres in the southwest part of the town.

I have provided you with a copy of the settlement agreement that they have drafted and said they are proposing as their best offer. The highlights here are essentially that they can take the 452 units plus up to the 71 other dwelling units that might normally have stayed behind on the Emerald Lakes parcel and take them, not to exceed three dwelling units an acre, up to six receiving parcels, not subject to PUDs, they would have essentially R-6 performance standards, but that they don't have -- essentially, that they can put them wherever they want as long as it's on the six receiving parcels and there are no rezonings, regardless of what the zoning of that receiving parcel is, other than the fact that they would not

put it in an agricultural or an airfield overlay or a barrier island.

In response to that, I took this and sat down with Peter Aluotto out at Planning and Zoning just to see what his take was on this. His concern is urban sprawl, which is a planner-oriented concern, and his ideal settlement would be to allow this proposed settlement agreement to happen, but that the northward boundary of the receiving parcels would be Barrineau Park Road, which is why I have the diagrams in front of you here so you can see. Barrineau Park Road is approximately in the center of this map and Peter Aluotto was also willing to include Activity Area 13.

In response to that, the Heron's Forest Development Company said, no, we're not willing to go along with that, but what we are willing to go along with is the settlement agreement we've previously proposed. If you're going to hold us to the Barrineau Park Road and Activity Area 13, we want six dwelling units an acre, if you let us go up to somewhat just south of where Pine Barren Road comes into -- I think that's Highway 29 there at the top of your map, which if you can do an imaginary east/west line, they did provide a map that was

based on a real estate section map. But if you can imagine an east/west line going slightly south of that Pine Barren Road intersection, if you let us go up as northward as we wish, which is that east/west line, then the three dwelling units an acre would be acceptable, of course, with all the things we've already discussed, no rezonings required, no PUDs, they would go through DRC and the other requirements that are there in the settlement agreement.

So the one thing about the six units an acre is that from an urban sprawl sort of planner perspective; that maybe keeps more density closer to town and closer to the existing infrastructure. It seems clear to me that what they would prefer is to be able to do the three dwelling units an acre, which is what the Special Magistrate did recommend, but to be allowed to go to this more northward line, with the no rezonings and with the no PUDs.

So the settlement agreement that is before you is what they are saying is their best and final offer. There is, just to remind you, the petition for cert that is pending, although it has been stayed or basically suspended while these negotiations have continued. And then what they say, well, if we can't agree with this, we'll have

that stay lifted and proceed there in court.

Now, under petition for cert, if the judge found that we had not properly addressed the BOA decision way back when, it may come back to you again to address with some sort of direction from the Court or it possibly could to be successful. We still have not had them file some sort of takings claim. Just to remind you, because I know Commissioner Banjanin had some concerns, the Special Magistrate did address what the plaintiff's profits would have been had they not been downzoned and it was approximately 2.2 million dollars, which really was only about a $5,000 profit figure per unit, which was approximately 452 units at $5,000 profit.

COMMISSIONER DICKSON: Why do they want to switch the 71 that they could put on there?

MS. ROGERS: They want the freedom to be able to either leave behind --

COMMISSIONER DICKSON: The whole thing out there?

MS. ROGERS: They could either leave behind under current zoning 71 units or they want the right to be able to transfer some of those units to some of these receiving parcels.

It's my understanding that there is only one

receiving, potential receiving parcel, that is actually currently owned by Heron's Forest Development Company. The others, which is what they've claimed all along, we can't risk buying receiving parcels until we know that the Commission is going to be willing to let us put our units there and that we're not at the whim of the public by having to risk that 400 people will show up at either a rezoning or a PUD public hearing process.

So that's why you're here. It's been difficult as you can tell. This is now the third shade meeting we've had on this and I know it's been a bit of a struggle. So I leave it to you for direction. Otherwise, we'll --

COMMISSIONER DICKSON: You said they already own one parcel. Is that up in this area or you don't know?

MS. ROGERS: I honestly do not know and it was sort of an informal reference, well, we only own one that might even be able to be used anyway. We certainly can't risk putting that amount of money for these large acreages out there until we know that we're assured that we can use it as we desire.

COMMISSIONER WHITEHEAD: Does the transfer of building rights expire at any point in time or does

it go on indefinitely?

MS. ROGERS: The agreement there says it has a duration of ten years. And I guess they -- and just to point out the reason that this lawsuit really came about anyway was because they were doing a multiphased development that began in 1996, and about five or six years passed before they got to the sixth phase and basically the clock ran out on them.

MR. TOUART: 5.1 addresses the terms.

COMMISSIONER DICKSON: Well, what happened was, even before I was elected, you remember the County map had incorrectly shown the APZ and so when they shifted it over -- see, initially their whole thing was not impacted, but back in '99 or something, they shifted this thing, maybe 2000, I can't remember, but anyway, they shifted it and the County moved the line. So when it did, it impacted like -- I want to say out of the 25 or 26 acres, it impacted like 18 or 19 of them. So then we came along with the JLUS Study, which impacted the additional eight that was left over to some degree, so that was kind of some of the background.

COMMISSIONER WHITEHEAD: You said that they have agreed not to use agricultural?

MS. ROGERS: I believe it's in there that it would be with the exception of agricultural, airfield environs and barrier islands.

COMMISSIONER WHITEHEAD: I'm looking for that.

MS. ROGERS: I'm pretty sure that is in here.

COMMISSIONER WHITEHEAD: Let's see. It says anywhere other than an incorporated municipality, airport environs or barrier island. It doesn't say anything at all about the agricultural.

The reason I say that is because this is all agricultural. I mean, this whole area is zoned agricultural. But if Peter was willing to throw in AA-13 --

MS. ROGERS: Which he was.

COMMISSIONER WHITEHEAD: -- you're really only talking about a relatively small parcel, most of which is inaccessible, because you don't have roads. They're only talking 175 acres maximum. If you took the entire 71 units and added it to the 452, divide that by the three units allowable, 150 acres out of this is not an awful lot of dirt.

MS. ROGERS: I may have misspoken. It may be that they do want to include Agricultural.

COMMISSIONER WHITEHEAD: I would assume that they do because of the location.

MS. ROGERS: They did have their eye, I think, on some VAG type zoning, but again, I don't know exactly what.

COMMISSIONER WHITEHEAD: The majority of this is under Blue Sky. This is the area that they're actually selling off.

MS. ROGERS: I don't know if this helps any. It's not a very good map, but you can see the east/west line.

COMMISSIONER WHITE: That's all IP property.

COMMISSIONER WHITEHEAD: It's all under play right now, because Blue Sky, which is the real estate arm of IP, has a good chunk of this. In fact, I think everything south of the Atmore cutoff they're looking at selling.

MR. TOUART: Blue Sky has got it for sale.

COMMISSIONER WHITEHEAD: About 40,000 acres.

MS. ROGERS: That would make sense then.

COMMISSIONER WHITEHEAD: Which would explain why they're looking potentially at this area in here. Actually, it's north and south of that cutoff.

I don't have a lot of problem with it myself.

COMMISSIONER DICKSON: I don't either, to be honest.

COMMISSIONER WHITEHEAD: It's not a huge leap from where we're at to what they're asking for and I think we need to put this thing to bed, because the exposure, as Tom indicated, is a couple of million dollars.

COMMISSIONER DICKSON: I'll be certainly happy to make a motion out there that we --

MS. LANDER: That we approve the proposed settlement agreement.

MS. ROGERS: Do we want to allow them the option of either six units per acre up to Barrineau Road and up to three farther north?

COMMISSIONER WHITEHEAD: No. I like the three period.

COMMISSIONER WHITE: Three period.

COMMISSIONER WHITEHEAD: Six becomes problematic, if we're allowing it anywhere, because that becomes town homes or apartment type dwellings.

COMMISSIONER DICKSON: I agree.

COMMISSIONER WHITEHEAD: There's an infrastructure problem, potentially, if you're looking at that type of density. The other problem, the other problem they're going to run into at six units per acre is they're going to have to have sewer and --

COMMISSIONER WHITE: It's not there.

COMMISSIONER WHITEHEAD: -- I think that's probably one of the reasons they're a little bit concerned. There is a no sewer available anywhere along that stretch until you get all the way back down to --

COMMISSIONER WHITE: To the commerce park?

COMMISSIONER WHITEHEAD: Yes.

COMMISSIONER WHITE: That's where the sewer line ends.

MS. ROGERS: There is -- one of the Future Land Use Maps that recently went to the Planning Board, they were talking about building their own sewage treatment facility.

COMMISSIONER WHITEHEAD: Oh, it wouldn't be the first time it's been done in this county.

COMMISSIONER WHITE: It's typically a lift station, probably.

COMMISSIONER WHITEHEAD: No, actually we've got examples of private sewer systems. Innerarity Island has a private system.

MS. ROGERS: So this would be --

COMMISSIONER BANJANIN: (Inaudible.)

MS. LANDER: Wait. Everybody's talking. We can only have one person talking at a time, because

everything has to be transcribed.

COMMISSIONER BANJANIN: Sorry.

COMMISSIONER WHITE: You'll have fun with that one.

MS. ROGERS: If you want to look at this map more clearly --

COMMISSIONER WHITE: I know.

MS. ROGERS: -- but the gist of it, of course, that would be without rezonings and PUDs. This is in your district.

MR. TOUART: Alison, please explain to the Board there's no monetary responsibility on our part.

MS. ROGERS: That's not true because --

COMMISSIONER WHITE: There's $135,000.

MR. TOUART: Other than what's stated here.

MS. ROGERS: But as we have discussed, $122,000 of that has been obtained by grant, which we still have approximately nine months of life on that we can access. We would, of course, be responsible for the difference.

COMMISSIONER BANJANIN: Let me ask --

MR. TOUART: Minimal exposure, I should say.

COMMISSIONER BANJANIN: How many units are they planning to put on the property down there that they

have now?

MS. ROGERS: Seventy-one units would remain, but they're asking in their settlement agreement that they could also access those 71 units and take them to a receiving parcel, as well.

COMMISSIONER WHITEHEAD: Seventy-one is the maximum they can development down there. They could do less and what they're saying is if they only end up using 60 or 50, if they go to larger lot sizes, then they would like to have the ability to transfer the balance of that 71 with this.

COMMISSIONER BANJANIN: The other 400-and-something are going to go somewhere else?

COMMISSIONER WHITEHEAD: They go somewhere else.

MS. ROGERS: And it could be a commercial type. They're asking limited to C-1 commercial use, which frankly is more in line with the Navy's request during the JLUS process, because they don't like, obviously, to have a lot of people living on top of each other close to the airfield.

COMMISSIONER BANJANIN: This sounds like a reasonable settlement.

COMMISSIONER DICKSON: I think it's very reasonable.

COMMISSIONER BANJANIN: Let's go for it.

COMMISSIONER WHITEHEAD: Yes. Do we need a motion in here?

MS. LANDER: We have to state the motion out there.

MS. ROGERS: Up to the northern line that they've indicated.

COMMISSIONER DICKSON: I'll make the motion.

(The attorney/client meeting concluded at 4:20 p.m.)

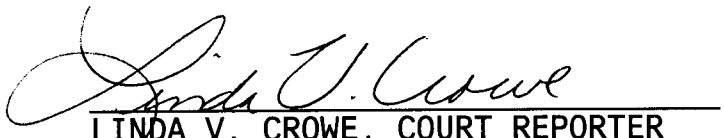
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 16 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18th day of January, 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JANUARY 19, 2006
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:00 p.m. – 4:39 p.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

1-2. Call to Order/Purpose of Attorney-Client Session

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 4:00 p.m., and advised that the Board would conduct an Attorney-Client Session regarding Cranford v. Escambia County, and that the Session was advertised *(in a block ad [Legal No. 68756] and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule January 16-20, 2006 – Legal No. 68765)* in the Sunday, January 15, 2006, issue of the Pensacola News Journal, and that Commissioners D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, and Kevin White, County Administrator George Touart, Attorneys representing Escambia County, Stephen G. West and County Attorney Janet Lander, and a certified court reporter would attend the attorney-client session.

4:01 P.M. – MEETING RECESSED
4:38 P.M. – MEETING RECONVENED

3. Cranford v. Escambia County

Motion made by Commissioner Dickson, seconded by Commissioner White, and carried unanimously, authorizing Legal staff, regarding Cranford v. Escambia County, to proceed with negotiations with the *(Cranford)* family, within the guidelines the Board previously provided to staff, with the understanding that staff will bring the negotiations back to the Board for final approval.

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:39 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____ Deputy Clerk

Approved: February 2, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Thursday, January 19, 2006, at 4:00 p.m., to wit:

Peter S. Cranford

vs.

Escambia County

Case No. 2004 CA 2116

ORIGINAL

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. J. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

LEITCH, TAYLOR & BAKER, INC.
COURT REPORTERS
21 East Garden Street • Suite 200 • Pensacola, Florida 32501
(850)434-5954 • 1-800-321-5954 • Fax (850)434-0053 • ltbinccr@cs.com

P R O C E E D I N G S

COMMISSIONER WHITEHEAD: I'll turn it over to the attorney.

MS. LANDER: Everything that you say is being transcribed. There is no off the record. The transcription will be sealed until the conclusion of all possible litigation or appeals and then will become a public record.

So with that in mind, Steve is going to present to you the status of the Cranford case. It started a long time ago. He'll go over all that. We just want you to be aware of where it is and we may need some advice from you as to where we go from here.

MR. WEST: Commissioners, this is a real property dispute. It involves property occupied by the County and the Cranfords out on Mobile Highway.

COMMISSIONER WHITE: That's your district, isn't it?

COMMISSIONER WHITEHEAD: Yes.

MR. WEST: I asked Janet to schedule this meeting just to make you aware of what the problem is that gave rise to this lawsuit, to just make you aware of what efforts we've made to try and resolve it and explain why it has not resolved, make recommendations to you about how to go forward with

this litigation and some of the issues with that.

Some of you may remember that this issue came before the Board about 18 months ago. The Cranfords and their attorney appeared under Written Communication and asked for assistance in addressing what they represented to be a title problem with their property out on Mobile Highway. Hopefully, you will understand in a few minutes that this is not a problem with the title, it's a problem with location.

But based on the Board's direction at that meeting, our office went forward and had a survey done by the county surveyor, Rob Working, who did a considerable amount of work reviewing all the different properties involved, looking at old records, surveying the properties and trying to help me with my work and understanding of what happened and what the problem was. He had a very extensive title search report that he had prepared. We did a considerable amount of legal research. All of the documents that were generated were made available to the Cranfords and their attorney at no cost.

The cause of this problem we were never able to determine except to say that it's as a result of an error that occurred probably 70 or 80 years ago.

COMMISSIONER DICKSON: Seventy or 80?

MS. LANDER: Yes.

MR. WEST: It has been perpetuated just by all the different owners, but it occurred long before the County had any interest in the property, long before the Cranfords had any interest in the property. Both parties in the lawsuit are really unfortunate victims of that error, but neither is more or less responsible than the other, and I think that's important to keep in mind as we discuss this.

The problem is easily -- most easily understood, I think, if you refer to that map that's in front of you there. It's an aerial photograph. Starting from left to right, the pink area is what is described in the Cranfords' deed. They do not or did not recognize that they owned that area. They occupy only the easternmost portion of that pink area. However, most of what they occupy and where the primary structures are located is on County property, which is shown in green. The County owns the green area. The Cranfords do not have title to the green area, even though that's where the houses and the structures that they occupy are primarily located.

The County acquired the green area back in the

2002, early 2003 time frame. At that point they bought what they thought was the red area --

COMMISSIONER WHITE: God Almighty.

MR. WEST: -- from a man who was thinking the same thing, that he actually owned the red area. And if you look in the middle of that red outline there, there's a house there. That was where he was living. The house is no longer there. The County demolished it after they purchased the property, but the deed he gave to the County actually describes the green area.

There is no document in the public record right now that shows -- that has the description shown in the red. That's just an artificial boundary that I drew in there to show what the seller --

COMMISSIONER WHITE: Who actually owns the red area?

MR. WEST: That's a good question. That was my next point. What actually falls mostly within that blue outline, that is a piece of property that is owned or was owned at the start of this whole mess by a company called General Improvement Company. They were the ones that owned most of the property in that area. They subsequently sold everything off except for that blue area and then they dissolved

back in the early sixties. They have not been in existence for almost five decades.

I want to stop there to make sure that everybody understands what I've told you, because I know that's kind of complicated. I wanted to let you ask me any questions.

COMMISSIONER WHITEHEAD: Just one question just to reiterate what I thought I heard you say. The County thought they were buying the area in red. That was based on what?

MR. WEST: Simply that -- our office did not handle the closing on this. It was done by Staff. It was based solely on --

COMMISSIONER WHITEHEAD: Where did we get the borders for the red, a survey or based on --

MR. WEST: It was simply -- the legal description in the deed to the County was taken directly off the deed that the seller had. No one surveyed the property. It was based solely on the assumption that that's where the man who sold it to us was living. He thought he owned it and that's what the County thought they were buying.

COMMISSIONER WHITEHEAD: Maybe I'm missing something. It's a very unique shape. If you were saying that we were buying 10 acres, you know, 200

by whatever, I could understand that, but for us to have this delineation, to have assumed that was what we were purchasing, somewhere along the line somebody had to --

MR. WEST: That red border is my artificial construction of what the property would look like if I moved the green boundaries over 250 feet.

COMMISSIONER WHITEHEAD: Maybe that explains it. What you're saying then is the area in green was described in the deed?

MR. WEST: Yes.

COMMISSIONER WHITEHEAD: We assumed that we were buying -- this is all wetlands, if I'm not mistaken, at this site. We assumed that we were purchasing the wetlands that were actually adjacent to that bridge?

MR. WEST: That's what staff told me. They had some grant money. There was a big dispute between Mr. Edwards, who actually lived in that house in the red area, and Staff felt like at that point they wanted to use those grant funds to purchase the property, demolish the structures and use that as a, basically, stormwater --

COMMISSIONER WHITEHEAD: We bought the area in green, is what you're saying?

MR. WEST: Unknowingly.

COMMISSIONER WHITEHEAD: Who did we actually buy it from?

MR. WEST: His name was Edwards.

COMMISSIONER WHITEHEAD: He actually owned it, the area in green, even though he was living in the area in red? Did he know that he was living --

MR. WEST: Apparently not.

COMMISSIONER WHITEHEAD: I guess my question is, so the ownership of the area in blue has been the defunct corporation or whoever the successors to that corporation, they still currently own everything in blue?

MR. WEST: Well, I'm getting to that. Give me --

COMMISSIONER WHITEHEAD: Okay, but up to that point, he was the essentially squatting on the area in blue. He had a deed for the area in green, which is what transferred to Escambia County. I know we went through this back in the October and November session. You simply constructed the area in red by moving that over, assuming -- that's what we assumed we were buying.

MR. WEST: This is just a guess, but I think it's a reasonable guess.

COMMISSIONER WHITEHEAD: When did we buy it? I'm just curious.

MR. WEST: The transaction started in late 2002 and concluded early 2003.

COMMISSIONER WHITEHEAD: And we didn't get a survey?

MR. WEST: No. At that point there was a gap that was between -- my predecessor, Margaret Stopp, had left at that point. I had not come on and so the staff went forward.

There are procedures in place now that, if they're followed, this will not happen again. That's why you get those checklists whenever there's a real property purchase that are signed off by the surveyor, but they did not get a survey.

COMMISSIONER DICKSON: May I ask a question? The people, the Cranfords, this is their property right here, but they have buildings over here on this piece of property because they thought --

COMMISSIONER WHITEHEAD: That's their home.

COMMISSIONER DICKSON: They thought this was part of their property, even when it belonged to the guy that we bought it from, but he owned this. So he's living here.

COMMISSIONER WHITE: Was.

COMMISSIONER DICKSON: Was. He was living here. They are living here, so everybody thinks they're further to, I guess, that's east, than they really are?

MR. WEST: Yes.

COMMISSIONER YOUNG: You did that pretty good. That's a pretty good recap.

MR. WEST: The bottom line, in order to resolve this, is that if the Cranfords are to get title to the property that they occupy, they have to get it from the County, one way or the other.

The County can't give property away so that was not an option. We offered to recommend to the Board that the County put it up for sell and have the Cranfords bid on it. They didn't want to consider purchasing the property.

The only other option I could think of was the County go through a property exchange with the Cranfords. That was, I think, a reasonable option, but the problem was the Cranfords didn't have anything to exchange.

COMMISSIONER DICKSON: There's nothing there, because if they transferred some of that and their line would go -- that's a house that they own -- from there over to here and we take something over

there.

MR. WEST: There's some problems. And I say that this is described in the Cranford's deed, this pink area. There are some title problems, I think, associated with that. It's tied up in a probate estate. There are also some other issues that they would have to resolve in order to give the County good title.

What I suggested to the Cranfords' attorney as a way to resolve this fairly easily, was that he look into trying to acquire the interest that General Improvement Company had in that property and if he could acquire the area that was occupied by the County, we would each have what the other wanted and we could simply exchange deeds. That would put everybody in the position that they want to be in.

COMMISSIONER WHITEHEAD: But that incurs an expense on their part significantly, potentially.

MR. WEST: Some. We didn't know at the time how expensive it was going to be.

COMMISSIONER WHITEHEAD: How many acres are we talking about?

MR. WEST: I would have to look. I think it's probably two or three.

COMMISSIONER WHITEHEAD: That's all?

MR. WEST: It's not a large parcel of property. We've got surveys that I can --

COMMISSIONER WHITEHEAD: That's okay. I'm just curious.

MR. WEST: The problem, of course, is that the corporation that had the title to that red and blue area is defunct, but there is a provision in the Florida Statutes that allows a court to appoint a trustee for the purpose of disposing of property that is left over after a corporation dissolves.

So I proposed to the Cranfords' attorney that we go with them to the Court and we ask them to appoint a trustee, and if they were able to get a trustee to convey an interest, that we can swap deeds.

I was able to locate the son of the last surviving director of General Improvement Company and I spoke with him. I explained the situation. He was familiar with the company and some of the transactions. He had served in a similar representative capacity in a different transaction, so he expressed to me that he was willing to consider this. I put him in touch with the Cranfords' attorney.

As it turned out, some of the partners at the

other law firm involved were friends with this man and so they were able to get a quit claim deed from the dissolved corporation for basically no cost, other than the expenses it took for correspondence and getting the Court to appoint a trustee.

So once they had the deed, we were each in a position to make this problem go away very easily just by exchanging deeds with each other.

Unfortunately, when it came to that point, Mr. Cranford refused to go forward with the exchange because he felt that certain comments made to him by commissioners, which I think he probably misunderstood, but he was led to believe that he would get all of his attorney fees and costs paid for.

COMMISSIONER WHITEHEAD: I didn't say that, did I?

MR. WEST: Well, that's what he believes.

COMMISSIONER WHITEHEAD: That I said it?

MR. WEST: No, he believes -- and he didn't express who said what --

COMMISSIONER WHITEHEAD: I don't recall saying anything like that. I met with him.

MR. WEST: There was one comment made by Commissioner Gilley that I think he misinterpreted.

COMMISSIONER WHITE: That's before we got here.

COMMISSIONER DICKSON: I don't think I've ever met with the man.

COMMISSIONER WHITE: Because I met with him right after I got here -- no, I met with him the night before we were sworn, the next day, because they were there that night.

MS. LANDER: Right. Tell them what Commissioner Gilley said.

MR. WEST: She said -- and this is why I wanted to emphasize to you that neither party was more or less responsible for this situation. But Commissioner Gilley's comment was: If the County caused this problem, then I think we should pay this man's attorney's fees.

COMMISSIONER WHITEHEAD: How much are we talking about in attorney's fees?

MR. WEST: I'll address that in just a second. In any case, we went to a mediation. They wanted to proceed with their lawsuit. The Court didn't want to address some of the convoluted facts and law that was involved, so Judge Terrell first ordered us to mediation. That was really the only issue at the mediation to be resolved. I think everything else was agreed upon by the parties.

But we walked into the mediation, Mr. Cranford acknowledged that he didn't think that the County had done anything wrong, but he felt that since he didn't do anything wrong that he should not have to pay anything in connection with the resolution of this problem.

We asked how much attorney's fees he thought he was entitled to and the response was $15,000. I think that was outrageous considering the County had done probably 90 percent of the work in trying to get this to the point where it could be resolved.

COMMISSIONER WHITE: His attorney said $15,000.

MR. WEST: We asked for them to provide some kind of justification for that, time records of the attorney, billing statements, something that would explain how they were able to run up $15,000 worth of attorney's fees. They were not able to do that. I think that is suspicious considering that really was the only issue.

COMMISSIONER WHITEHEAD: And that, actually, was the last conversation I had with him. That's where we were at in December and we had this discussion about the $15,000 and trying to get documentation and do the followup and I talked to them. They called me and my response was document

it and we can talk about it. If you can't document it, we've got nowhere to go. That's where I left it with them.

COMMISSIONER WHITE: That's the best way to leave it with them, too.

MR. WEST: After the fact, I think it's kind of a nonissue. I think it's ingenious at best for them to walk into a mediation -- and that was really the only issue -- with nothing, no hard evidence of what could support the $15,000 claim for attorney's fees.

I tried to use my best estimate as to what I think I would have incurred in fees if I was a private attorney to go to the Court and get a trustee appointed and correspond with the man who agreed to be the trustee and actually get a deed from him. Being very, very generous, I thought probably $3,500 was about as much as I could reasonably charge for that.

So that was the maximum offer that we could extend. During the mediation, I periodically called Janet to make sure that she's in agreement. They came down considerably. They went from the 15 to 12, and the mediator, I think, thought they would go to seven or so, 7,500, but I think at that point -- again, we're just really guessing at what their real

attorney's fees were, so the mediation was declared an impasse.

I discussed this with Janet. I think the recommendation we would have now is to go to trial. We scheduled this shade meeting several weeks ago just to bring the Board up to speed on this issue. Ironically, the Cranfords' attorney called us two days ago and said that they wanted to set a trial date, so that's where it's at.

COMMISSIONER WHITE: Heck. I was going to say offer them five and see if they will take that and be done with it, but if they want to go to trial, then we'll go to trial.

MR. WEST: I think the law and the facts favor the County, even though we are dealing with a very -- only a few thousand dollars separate the two parties, but at this point, again, we're really only dealing with a guess as to what their attorney's fees are.

COMMISSIONER WHITE: They probably will go to 15 if it goes to trial.

MR. WEST: Well, I think -- again, I think the law and the facts favor the County. There are always risks with going forward with trial.

COMMISSIONER WHITEHEAD: What's the result of a

trial? I mean, what do you end up with? They're obviously suing us for what? What are they wanting, specifically wanting?

MR. WEST: Essentially, what they want is what we have agreed to do, with the exception of attorney's fees. They want title to the property, which we said we would be willing to give them. We, of course, wanted some title in return, which they have, at least some minimal interest that would be sufficient for a property exchange. But the real issue is --

COMMISSIONER DICKSON: You say they have title to it. You're talking about to the red part that they got from this company, they do have it?

MR. WEST: It is a quit claim deed.

COMMISSIONER WHITEHEAD: That's the area outside of the green. They have the area that's red, because they don't own that green.

COMMISSIONER DICKSON: No, that's what I'm saying. They've got this.

COMMISSIONER WHITEHEAD: No, they've got this. They don't own this, because the County owns that portion.

COMMISSIONER DICKSON: Well -- I'm sorry, you're right. They've got what we want. They've

got the title now to that, right?

COMMISSIONER WHITE: We've got title to what they want.

MR. WEST: We worked with the County surveyor to construct new legal descriptions so that everybody has the same dimensions as they would have had. Basically, the pink and green parcel were slid over about 250 feet.

COMMISSIONER BANJANIN: Who owns the pink?

MR. WEST: They do.

COMMISSIONER WHITEHEAD: Maybe I'm wrong, are they not really holding themselves out at risk? I mean, we own the property their house sits on. What is to prevent us from sending a deputy out there and evicting them?

MR. WEST: Well, that's what I wanted to talk about.

COMMISSIONER WHITEHEAD: I think it's time to play hardball. We've made a legitimate offer. They're not wanting to do it. They've got an attorney who's trying to rack up fees and if Remington wants to play that game with his client, that's fine. We don't have to play in the game; start evictions proceedings.

COMMISSIONER DICKSON: When were these

buildings built?

COMMISSIONER WHITEHEAD: They've been there for years. That house is probably 30 or 40 years old.

COMMISSIONER WHITE: At least.

COMMISSIONER WHITEHEAD: That gives them no right to the property. I think we really would throw them a curve if you started eviction proceedings and just made it clear, if that's where you're headed, we're not interested, sue us and see where you get. We own the property and we expect you off of it. We have title to the property.

MR. WEST: That's, I think, the recommendation we're making. Like I said, the law and the facts, I think, support the County's position, but there are risks and some issues aside from the law and the facts that I think work in the Cranfords' favor and I want you to be aware of those before we go forward any further.

First, the law and the facts are somewhat complicated, as I'm sure you're probably realizing, and because they are complicated, I think it's more of a risk that a judge or a jury may misinterpret them. That's one risk.

Second, judges and juries tend to be a little more sympathetic to living, breathing people as

opposed to impersonal entities like governments and corporations. If the County loses, the loss would be really born by no one person. It will be distributed among --

COMMISSIONER WHITEHEAD: What do we lose?

MR. WEST: Well, again, I don't think they will be successful.

COMMISSIONER WHITEHEAD: The property?

And even if we did, what's the downside for us, we lose the property we don't have right now by virtue of the fact they're squatting on it now.

MS. LANDER: Actually, they were suing for recision of the contract between the County and Edwards. That was their first --

COMMISSIONER WHITEHEAD: Then they have to give us the money.

MS. LANDER: But Edwards has not been named in the lawsuit. They haven't done a very good job. They haven't clarified their position. What they want is basically to be held harmless by the County for something that the County is just as much an innocence victim as they were. So what we tried to do, I think, was fair. We're willing to compensate them for doing what we told them to do. We're willing to make them whole on that, because they did

have to go and get a trustee appointed. We couldn't, because they had to get title in their name. We don't have a problem with that, but they're really trying to extract a lot more from the County.

COMMISSIONER WHITE: I think they're getting bad legal advice myself. What if we were just to offer them like five grand?

COMMISSIONER WHITEHEAD: They're not going to take it.

COMMISSIONER WHITE: You don't think they would?

COMMISSIONER WHITEHEAD: No, because at this point they are probably over five thousand in legal fees.

MS. LANDER: Well, what we can do is we can proceed to trial. We can counterclaim for ejectment.

COMMISSIONER WHITEHEAD: I think that -- if you want to get their attention and their attorney's attention, I think we should start an eviction proceeding and at the same time say -- you know, maybe we can go to them and say, Look, we really don't want to do this, but you're not leaving us any choice. We can settle this thing and settle it for

a fair amount.

At this point in the game I would be willing to go 7,500, I think probably because of the time that's ensued and I'm sure -- I mean, every time I talk to my attorney it's $125 on the phone.

COMMISSIONER WHITE: You've got to get yourself a different attorney.

COMMISSIONER WHITEHEAD: In my mind I can probably go to 7,500 and not feel real bad about it, because to me it is just absolutely atrocious that Escambia County bought a piece of property like that without getting a survey. I mean, that is just -- in 2002. If this had happened in the '80s, I would say, Grady and those guys -- but in 2002 that's almost unconscionable, and I do feel like we have a significant -- we're supposed to be enlightened buyers here.

MR. TOUART: I feel compelled to speak up here. The department that handled this is not in this room right now and I bet you there's two sides to every story, because my department doesn't do anything without consulting somebody in legal. Now, Margaret Stopp may have been the one, but Margaret Stopp is not here to defend herself.

COMMISSIONER WHITEHEAD: The only thing is

there is no survey. I would never buy a piece of property without a survey.

MR. TOUART: I will find out was there consultation with --

COMMISSIONER WHITEHEAD: It doesn't matter. You got bad legal advice. I've bought enough property just in the limited transactions -- I will not buy a piece of dirt without a survey. You just don't do it. That's a given.

MR. TOUART: If you transpose red over green, it's almost identical.

COMMISSIONER WHITEHEAD: It is identical. That's what he did. He moved it over there.

MR. TOUART: This is a human error situation, but I heard you say earlier, if I'm not mistaken, that the mediation went to $7,000.

MR. WEST: The maximum amount we offered was 3,500 and the mediator said that she thought that they would come down to 7,500, but that was where the impasse was declared.

COMMISSIONER WHITE: Well, offer them 7,500. Take that or we go to court or evict them, like you said.

COMMISSIONER WHITEHEAD: I think we can do both the, take us to court and start the eviction

proceedings.

COMMISSIONER WHITE: If you don't take the 7,500.

COMMISSIONER WHITEHEAD: Yeah.

MR. WEST: There's two other issues that I just want to make you aware of, one you probably know about and one that you don't before we kind of wrap this up, but they work in the Cranfords' favor even though they're not law or fact.

One, of course, judges and juries are swayed by what's happening in the County with regard to real estate in the last years. There's a tremendous amount of distrust that arises out of scandals like the soccer complex. The perception is or misperception is that the County has a lot of money to throw around when it comes to real estate and that there's something underhanded going on when the County deals in real estate.

More importantly, though, and this is what you don't realize, but understand that what the Cranfords use this property for or one of the uses is that they mentally handicapped relatives that they have living there. That's their residence. So it's going to be very easy for the Cranfords' attorney, before a judge or a jury, to characterize

this as the County throwing retarded people out of their land and onto the street. So it's a political issue, not a legal or a factual issue, but it's something that will make the County look very bad in a litigation situation.

COMMISSIONER WHITEHEAD: If they are concerned about their mentally handicapped offspring or relatives, they would accept the offer and they won't put them in jeopardy of losing their home. I think that's what it boils down to. Are they trying to extract money -- the real flip side of this whole discussion is the County really doesn't have anything at risk.

MR. WEST: I mean, there's always a chance of an adverse judgment in an attorney's fees action.

COMMISSIONER WHITEHEAD: That's it.

MR. WEST: Staff has told us that the property really has very little value.

COMMISSIONER WHITEHEAD: There's not any value in the property that we were trying to acquire. It's wet. I mean, it's jurisdictional wetlands. I know that area real well. Actually, most of the Cranfords' property that they own is also jurisdictional. That's probably the reason they built the house where they did.

COMMISSIONER BANJANIN: Why don't we do this. Why don't you try to negotiate as best you can to negotiate and then come back to us. In other words, let's don't authorize anything further than that at this point. Let's see what you can do.

COMMISSIONER WHITEHEAD: He's in a better negotiating position if he's able to say the County has authorized him to go ahead and start eviction proceedings.

COMMISSIONER WHITE: Take the 7,500 or we're going to evict you.

COMMISSIONER WHITEHEAD: It puts him in a much better negotiating position.

COMMISSIONER WHITE: It gives him leverage.

COMMISSIONER WHITEHEAD: Right now he's got no leverage. They're just going to say nothing to worry about. Their attorney is going to do that.

COMMISSIONER BANJANIN: I'm not much interested in evicting a bunch of handicapped people.

MR. WEST: That's what they're representing, that there are handicapped relatives.

COMMISSIONER WHITEHEAD: There's a difference in starting a proceeding and going through with it. I think you've got to give them a hammer, because otherwise you don't have anything to work with here.

It's a tough sale just to walk in.

COMMISSIONER BANJANIN: What do you think, Steve? Janet, what do you think?

MS. LANDER: Well, because it involves -- I would want to counterclaim. You know, there's a part of me that would love to hammer them because they're being so pigheaded and unreasonable about it. However, it will only buy us grief. It will only make us look like, you know, we don't know what we're doing, we're mean spirited, we're skinflints.

So what I think we need to do is -- right now we're occupying the high ground because we've been very cooperative. We've been giving them everything we can. We gave them a template on how to fix the situation, so, so far we're standing very well in front of the judge and in front of the jury. We haven't done anything mean. We've been nothing but helpful.

So if they want to try it, they can try it. We'll just let the chips fall where they may.

COMMISSIONER WHITE: When they start bringing handicapped people in court, you know, that's going to be a media nightmare.

MS. LANDER: Only if we try to evict them.

COMMISSIONER DICKSON: I think what we're

saying is that at least go back and make them the offer of 7,000 or 7,500, whatever we come up with, but let's say we go back and offer them that and see whether they will take it or not. We can always then -- then the fallback position can always be to take it to court.

COMMISSIONER WHITE: And start eviction.

COMMISSIONER DICKSON: Decide whether or not we want to be heavy handed on it or not.

COMMISSIONER YOUNG: Can't we pay the $7,500?

COMMISSIONER DICKSON: They may not accept it.

MS. LANDER: They want a lot more.

COMMISSIONER WHITEHEAD: They wanted 15.

COMMISSIONER BANJANIN: I would be willing to go, say, 10,000 just to get rid of it. I tell you, sometimes you're buying yourself a lot of grief over $2,000 that you don't need. If we can work out some kind of a settlement, I think, in my opinion, we would better off to settle it.

COMMISSIONER WHITEHEAD: How about if you approach it in this respect, if you go to them and you say, what is your final and best offer, recognizing that if you lose this you may lose your home? They need to understand that is a risk that is out there, because I guarantee you Remington

hasn't told them that, you know, and it is. I mean, that's -- we don't have to give authorization to start eviction proceedings. If they lose the fight, that would be -- actually, that would be the next step we probably should take.

COMMISSIONER YOUNG: Would they come in the green space, Mike? Is that what you're saying?

COMMISSIONER WHITEHEAD: We're trying to give them the green space. We're trying to swap the green for the red.

COMMISSIONER YOUNG: So we would give them the money plus the green?

COMMISSIONER WHITEHEAD: In exchange for the deed to this red.

COMMISSIONER YOUNG: Okay. You don't think they will accept the green plus the 75?

COMMISSIONER WHITEHEAD: I personally don't think they will. I think that they've got an attorney that's blowing smoke big time and he's telling them how much he's going to do. But I don't have a problem with going to them and making an offer, but I think part and parcel of that discussion should be recognition that if you lose, your home is at risk and that of all of your kids, relatives or whoever it is. I think that statement

needs to be made.

COMMISSIONER YOUNG: You say, if they lose, what do you mean?

COMMISSIONER WHITE: If they go to court and lose, they're going to get thrown out on their ear with nothing.

MS. LANDER: We don't want to do that, because we don't have anything on the property that we are actually occupying and we don't intend to.

Can this house be moved?

COMMISSIONER WHITEHEAD: No, it's on a slab.

MS. LANDER: I think the only thing we can do with this, without a lot of political brouhaha, if they won't settle it -- because you've authorized it for trial, if they won't settle it --

COMMISSIONER WHITEHEAD: Well, I didn't suggest that we -- I said we're not authorizing the eviction, but I do think they should understand that is the eventuality if they lose. If they have not been told that, they should know.

COMMISSIONER BANJANIN: I don't think we should make any threats.

COMMISSIONER WHITEHEAD: It's not a threat.

COMMISSIONER WHITE: It's not a threat. It's all true.

MS. LANDER: It doesn't give us any advantage to do that because of the group that we're dealing with.

COMMISSIONER WHITEHEAD: It sure as hell would me. If I'm sitting out there and I've got my home site and you're trying to settle this thing and I'm going I don't want to do it, I mean, if you tell me that I'm at risk of losing my home, that's going to absolutely change my perspective. And I'm as big a fighter as anybody, I mean, but I would have to think twice.

COMMISSIONER BANJANIN: What it is, though, they're a bunch of handicapped people.

COMMISSIONER WHITEHEAD: I didn't say throw them out.

COMMISSIONER BANJANIN: I mean, my gosh.

MS. LANDER: The house was damaged in the hurricane and they couldn't pull -- they found out about all this when they went to pull a permit for repairs after Ivan and they can't make the repairs because they don't own the property.

COMMISSIONER DICKSON: That should be another incentive to get the thing settled so they can get the permit.

MS. LANDER: Right. Their behavior is patently

unreasonable and they're shooting themselves in the foot and they're hurting themselves.

COMMISSIONER WHITEHEAD: They've got an attorney blowing smoke. He's saying we're going to get money for you. That's the way the system work.

COMMISSIONER WHITE: I'll go along with Tom. What's 10 grand to make it go away? Let's get it over with.

COMMISSIONER WHITEHEAD: Maybe it's me. I'm going to be a point of light before it's over with.

COMMISSIONER WHITE: You're already a point of light, Mike.

MS. LANDER: They probably won't accept it.

COMMISSIONER WHITEHEAD: They won't accept 10?

MS. LANDER: I'm sure they have more than 15 in attorney's fees, now, so...

COMMISSIONER WHITEHEAD: They haven't documented the first dime.

MS. LANDER: No, they haven't. You know, I feel kind of bad about it. If they're unable to document it, it really, I feel -- they can't ask us. They have to prove it to the judge. You know, the judge isn't going to give it to them either unless they can document reasonable fees and they don't have a record.

COMMISSIONER WHITE: Tell them that's our final offer or we go to court and be done with it.

MS. LANDER: And if they can document it.

COMMISSIONER WHITEHEAD: It's got to be documented.

COMMISSIONER WHITE: Of course, if it's documented. I don't mean just write them a check for 10 grand and take their word for it. No. That's what I was saying --

MR. TOUART: Make them an offer of ten.

COMMISSIONER WHITEHEAD: If they can't document it, we have nowhere to go. We can't write a check.

COMMISSIONER BANJANIN: Well...

COMMISSIONER WHITE: Oh, we would look foolish, Tom.

COMMISSIONER BANJANIN: We're settling the case.

MS. LANDER: They haven't asked you for damages, and usually attorney's fees, in court they still have to prove the attorney's fees.

COMMISSIONER DICKSON: If they don't accept it, then they're going to court. They've already told us that. It's a moot point. I mean, Tom said we'll give you 10 as long as you can document it. If they say, no, we're not going to do it. We say, well,

either document it or go to court.

COMMISSIONER BANJANIN: The last offer we actually made was three-something and then it impassed. If the mediator felt like they would come to 75, I would start at 75 and then you can make up it to 10 and let's see what happens, but if the mediator felt that way, there's a good chance that maybe they will take it.

MR. TOUART: You've also got to look at what it's costing in staff time.

COMMISSIONER BANJANIN: Well, that's true. We would be tying up our people with going to court.

COMMISSIONER DICKSON: Well, like I say, the bottom line is if they don't accept it, they've already told you they're going to court. Let's take a chance.

COMMISSIONER WHITE: We'll take our chance and you take your chance --

COMMISSIONER BANJANIN: -- can end up trying to use that against us.

COMMISSIONER WHITEHEAD: Of course, they will.

COMMISSIONER BANJANIN: With the judge or somebody. It isn't helpful to our litigation.

MS. LANDER: When we go back out the appropriate direction would be that the County

Attorney's Office proceed with the settlement authority that's been conferred upon them by the Board and anything -- if the parties agree to the settlement, it will be brought back to the Board for final approval. So that way we don't have to tip our hand at this stage.

COMMISSIONER WHITEHEAD: That sounds good. Do we make that motion?

MS. LANDER: Well, outside.

(The proceedings concluded at 4:30 p.m.)

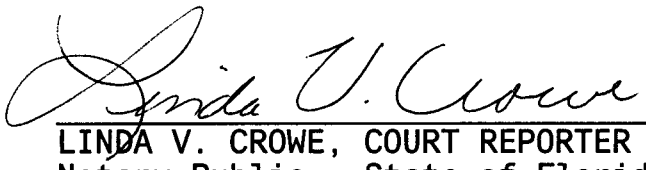
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 35 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of February 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: 366581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD APRIL 20, 2006
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:00 p.m. – 4:33 p.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

1-2. Call to Order/Purpose of Attorney-Client Session

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 4:00 p.m., and advised that the Board would conduct an Attorney-Client Session regarding Department of Community Affairs and Perdido Key Association, Inc., v. Escambia County and WCI Communities, Inc. *(with Commissioners D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin and Kevin White, County Administrator George Touart, Attorneys representing Escambia County, Janet Lander and Alison Perdue Rogers, and a certified court reporter attending).*

Motion made by Commissioner White, seconded by Commissioner Dickson, and carried unanimously, taking the following action concerning the Attorney-Client Session to discuss pending litigation regarding Department of Community Affairs and Perdido Key Association, Inc., vs. Escambia County and WCI Communities, Inc.:

A. Ratifying the scheduling of a private meeting with the Board's attorneys to discuss pending litigation, in accordance with Section 286.011 (8), Florida Statutes, for Thursday, April 20, 2006, at 4:00 p.m.; and

B. Ratifying the public notice, which was published in the Pensacola News Journal along with the weekly notice of Meetings (in a block ad *[Legal No. 69173] and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 17-21, 2006 – Legal No. 69172, on Sunday, April 16, 2006).*

4:01 P.M. – MEETING RECESSED
4:32 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

3. Scheduling of a Public Hearing

Motion made by Commissioner Dickson, seconded by Commissioner White, and carried unanimously, approving to schedule a Public Hearing *(for May 4, 2006, at 5:35 p.m., to consider adopting an Ordinance)* to repeal Ordinance Number 2005-60 *(which eliminated the cap on Perdido Key dwelling units in favor of reliance on zoning, performance standards and concurrency, and removed the MU-4 dwelling unit cap)*.

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:33 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____ Deputy Clerk

Approved: May 4, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, April 20, 2006, at 4:00 p.m., to wit:

Department of Community Affairs and Perdido Key Association, Inc.,

V.

Escambia County and WCI Communities, Inc.

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. M. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
ALISON PERDUE ROGERS, DEPUTY COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

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PROCEEDINGS

MS. LANDER: Commissioners, I've requested this shade meeting to get some advice from you and make suggestions to you with regard to the Perdido Key caps case.

In the course of preparing for this case, it became obvious that we had certain deficiencies in our data and analysis that we submitted with the amendment at the time that the amendment was submitted, and although there is evidence that can prove what we need to prove to make our case, we can't do it after the fact, and missing is the hurricane evacuation information, and you can't fix the fact that you didn't submit it when you submitted your amendment for review and that was the basis upon which they turned us down. The door is closed to you to introduce new evidence after the submission is made.

COMMISSIONER WHITE: What you're saying is that we submitted a Comp Plan amendment without hurricane evacuation information for increasing the caps on the barrier islands?

MS. LANDER: Correct.

COMMISSIONER WHITE: And we didn't submit the hurricane evacuation information.

COMMISSIONER YOUNG: -- could have waited?

MS. LANDER: That makes it especially -- the other problem is that the Department of Community Affairs has taken a very hard line stand throughout the state of increasing density in the Coastal High Hazard Areas without any offset mitigation.

In preparing for this DOAH, this administrative hearing, I was working with Mike Broussard and Mike was crunching the number, because one of the challenges is to show that we're not concentrating population in the Coastal High Hazard Area, so Mike was crunching the numbers for me. We do that by showing the relative proportion between the folks who live in Coastal -- the number of dwelling units in the Coastal High Hazard Area and the number of dwelling units in the balance of the county remains fairly constant during the time period. I can prove that with numbers. There is one jump. The jump goes from 1990 -- well, it would be from 2004 to 2005, because that's when we had proposed last year to increase those caps on Perdido Key by 2000.

As we looked at it, we saw that we have four discrete Future Land Use categories that encompass the Coastal High Hazard Area, MU-3, MU-4, MU-5 and a little bit of Agricultural in the Coastal High

Hazard Area. So the total number of dwelling units that can ever be built under the present regulatory scheme within those four areas was slightly over 22,000 dwelling units.

Now, Mike Broussard is of the opinion that we will never be able to develop, use up 8,000 dwelling units in MU-3. He thinks that there's too much wetland there, there's too much public land property. There are some dry uplands and they are going to be developed and there has been some push to develop the dry uplands and that's not a problem, but we're theorizing at this point that we can probably take some of those dwelling units that are in the MU-3 Coastal Mainland High Hazard Area right now and shove them over to Perdido Key without increasing the overall density in the Coastal High Hazard Area. That kind of setoff will buy us some goodwill with the Department of Community Affairs because we are not increasing density, we're just redistributing density. So that's one thing.

The other thing is we have to shore up the data we present, which includes the hurricane evacuation. That hasn't been presented. We have to present the model with them. And we have to show -- they're taking an attitude of maintain or reduce, which is

another reason why it's very important for us not to increase the overall number of dwelling units in the Coastal High Hazard Area. If we maintain the number but reallocate the density, we have much better chance of demonstrating that we're maintaining or reducing our evacuation roadway clearance time. That's very important. That's what they look at.

The danger in going forward with the case as it stands right now is that you've heard me bounce around the term from time to time about administrative res judicata. If we go to DOAH and the DOAH finds in favor of the Department and against the County, that is administrative res judicata as to Escambia County and we cannot propose the amendment to the caps again unless we can demonstrate a significant change in circumstances, and I don't see a significant change of circumstances arising in and of itself and if any of you do, please, tell me, let me know.

The other disadvantage --

COMMISSIONER DICKSON: With the exception of potentially the road, changes to the road that we are working on in expanding it.

MS. LANDER: Right. And that's something else that was a deficiency. We kind of put the cart

before the horse on increasing the density on the barrier island. We had promised the Department way back when -- and Commissioner Whitehead remembers that this was part of the discussion we had at the round table in Tallahassee, that we would widen Perdido Key Drive. The belief at that time was that we would not be able to get beyond 4,000 dwelling units without making significant improvements to Perdido Key Drive, but as you do more and more sophisticated travel model studies, you can peak out more and more trips and we are able to develop up to almost 6,000 units without significant road widening efforts. But we've got the trip money now. We've got the TIF ready to be considered by this Board. The trip money will take care of the PB&E study and the balance will be taken care of, the lion's share of that balance will be taken care of by the TIF and a little bit from the local option sales tax and a little bit from grant money. The TIF is not going to impact the County negatively as far as general funds because we're going to program in anywhere between three and 25 percent a year for growth that we would keep in the general fund, and what's over that goes to debt service until the debt service amount is recouped and then anything we recover

above that in ad valorem taxes, again, goes back into the general fund, so it's not your typical TIF. It's very, very carefully structured.

As soon as we get the revenue bonds sold, we satisfy concurrency. We can build out to the Key. We can do those 1,000 lodging units. We can do all the way up 7,150 dwelling units because the road capacity will be there. And demand to develop isn't that bad pressing right now. We have some time to regroup and do this right. There's a bill pending and I'll talk to you about that a little bit later.

I think what we're coming up with, the plan is -- here is what I would recommend. That we appeal the ordinance that is pending before DOAH right now, we repeal the ordinance that has been found to be not in compliance because that was the recommended activity of the Department. But we don't give up there. This is our chance to shore up those weaknesses. We have a defensable strategy. It is creative. It will require some work internally through channels to the Department of Community Affairs because they hate surprises and so we will work that.

And here's what we're going to do. As far as the densities and the Coastal High Hazard Area,

instead of having MU-3 8,800 dwelling units, MU-4, 7,150, MU-5, 4,128, and 42 in the AG Coastal High Hazard Area, we will say CHHA and then parenthetically we'll reference the four categories that compose the Coastal High Hazard Area, and then we'll put 20,250 or whatever that exact number is.

COMMISSIONER WHITE: 20,205.

MS. LANDER: Thank you, 20,205. We will put that as the cap for development in the Coastal High Hazard Area, but we will not put that cap in those Future Land Use categories. What we will have to do is we will have to impose density restrictions indirectly in the text by multiplying out the areawide density so that it can't go crazy.

And there is a bill pending. I've got a map that shows you what the effect of that bill is going to be. But there's a lot happening. Meanwhile, if we repeal this ordinance, the DOAH goes away, and we start to work immediately on a new packet, and we will use Mike Broussard for population concentration, Don Lewis for hurricane evacuation model, Vicki Garrett for concurrency. We do have a shelter deficiency that we need to address. We can mitigate shelter deficiency by imposing impact fees, mitigation fees on development as it is approved and

that will count under the proposed legislation, which is really a green light for local government and I'll go over that with you in detail. That doesn't require a shade meeting.

But the bill that all the local governments are so fond of right now, House Bill 1359, has gotten out of all the committees except one. It has one stop to go and then it goes to the floor for a vote, so it may become law by July 1st. What that bill will do is it will change the definition of the Coastal High Hazard Area. It will affect how densities are permitted in Coastal High Hazard Areas and it will allow local governments to increase density in the Coastal High Hazard Area if they meet certain requirements that are set forth in that bill.

Let me talk about the downside. The downside is that there is a perception that this may cost some time if we withdraw the ordinance now, and it may be said out there that we're throwing a monkey wrench in the progress machinery, but this is the pipeline. This is the amended pipeline that I prepared for our meeting today. As you can see, the best case scenario -- and this is with the hearing date absolutely set for the 5th of June, even

knowing now, which we didn't know at the beginning when the hearing was going to be held, we couldn't be finished with the final order. And this is an estimate, the end of October. It could just as easily be the end of November, but we're estimating the end of October. Assuming that we lose at that stage, there we would be in November with nothing started and no ordinance, because at that point we either repeal that ordinance or we face sanctions from the administration commission. At that point we can't just start over, because administrative res judicata will preclude us from bringing up the same facts without a significant -- we can allege the road is a change in circumstances and allege the statute is a change in circumstance, but we're already on the defensive, if we take that route.

So I have consulted at great length with the Intervenor's counsel, the Intervenor WCI. They are totally on board with this. They have talked it over among their partners and they support this plan. It is creative. It is unusual. To our knowledge, no one has ever presented a solution to development in the Coastal High Hazard Areas like this, but then, again, nobody else has caps in the Coastal High Hazard Areas.

Doug Rillstone is well-acquainted with the general counsel of the Department of Community Affairs, as well as Val Hubbard who is their director of planning and the secretary of the Department of Community Affairs, and he is going to float the balloon. He's going to break it to them gently. He's going to get a temperature reading on how well this is going to be received so that we don't catch them by surprise.

But this pending legislation may actually work very much in our favor because -- I've got maps for all of you to look at and I've brought a big one so that you can see what -- it's a little bit hard to read, the part down there, and I don't want there to be any confusion.

So if this pending legislation goes through, the Coastal High Hazard Area that is presently designated on the map as a yellow, in yellow, that's the present Coastal High Hazard Area. If you look closely at what looks like the green cross-hatched areas, that is actually blue, but yellow and blue is green, so that's the overlay. And you can see the definition is going to change from the Hurricane One Mandatory Evacuation Zone -- that's the current definition in the Coastal High Hazard Area -- to

Category One Hurricane Wind Surge Area. And what's really interesting, if you look at the upper right side, if you look at Commissioner Banjanin's district -- part of this may also be in your district because it goes all the way up to Quintette Road -- you're actually going to have some Coastal High Hazard Areas in your district, too, under the new definition.

I would imagine that the -- so this is the challenge. Do I go and say in the proposed amendment we'll stay at 20/30 or in the proposed amendment do I have to say, well, we're going to have to factor in, subtract out the existing densities in the newly added Coastal High Hazard Areas, so I think we're going to have to probably do a little bit of dancing with that.

We're also going to have to amend our Comprehensive Plan under the proposed legislation by July 2008 to recognize the new definition of the Coastal High Hazard Area. We're going to have to make sure that -- one way that we can allow for increased density in the Coastal High Hazard Area is to make it possible for folks to get to shelters within 12 hours or less or charge development for mitigation for the cost of building shelters. There

are many ways that we're going to be able to comply with this. So it comes at a very opportune time for coastal hazard. That's why it looks like it's going to skate right through. It's made many a slip, of course, as they say, so I don't know if this is will be vetoed by the Governor. You know how strongly the Governor feels right now about development in Coastal High Hazard Areas. He's the one that has that committee to study it throughout the state. Anything is possible in politics, but this is getting closer and closer to being a reality. It would be more difficult to deal with, but it certainly presents an interesting challenge.

All right. So to recap, I propose that we schedule a public hearing to consider the repeal of Ordinance 2005-60 and then that's all we have to do in the public at this point. If anyone asks any of you why you're doing it, if it generates a lot of interest, then the reason that we are doing this is -- well, there are multiple reasons.

Number one, we think that we can rewrite it in a more defensible way, in a more planner friendly way. We are perhaps anticipating some changes in the definition of the Coastal High Hazard Areas and I think it will just give us a more defensible

strategy to allow some development in the Coastal High Hazard Areas without running afoul of the State.

COMMISSIONER WHITEHEAD: You don't want to say that.

MS. LANDER: What do you want me to say? I mean, I don't know.

COMMISSIONER WHITEHEAD: You're just asking for criticism if you say that we're looking to increase density in the Coastal High Hazard Areas. The approach to this is to say we have changed our tactics and that we are not requesting an increase in the Coastal High Hazard Areas. That's exactly what we're doing. We're permitted for 20,205 and we don't want to change the number. We're going back to the DCA saying we agree with that number. That number makes sense. We want to be able to allocate it as we see fit at the local level. Because legislation with regard to Coastal High Hazard does not say barrier island versus mainland. We have Coastal High Hazard Areas on both.

So what we're saying, the caps as they're applied to the specific land use districts are inappropriate. They're taking local control away. We agree we are limiting development in the Coastal

High Hazard Areas to the number that DCA established. DCA is going to be hard pressed to turn us down because we're not asking for an increase and that should eliminate a lot of questions from people who are antidevelopment. Again, our tact is we are not going to increase the number. It is a very salable plan in that fashion.

You know, I wouldn't even discuss this. It's pending legislation. It may happen. It may not happen. If this happens, it may give us another 3,000, 4,000 units. I sat down with Broussard yesterday and went over it in detail. That's a real big if right now because you do lose some property up in Districts Four and Five. I think our tact should be we're reconsidering it. What we had was not defensible, in our opinion. We're going back, we're going to acquiesce to DCA. We're not asking for an increase, but we are asking for local control about how we spread it. That to me is something we can all get behind because we do believe in local control and we're not looking to increase the Coastal High Hazard population. We meet the letter and the spirit of the law doing it that way. But I wouldn't go any further than that.

COMMISSIONER DICKSON: I agree with that and I

also agree that there are some areas out here that we know are not going to develop and so by allowing us to kind of reposition those only makes sense. I mean, we can see that there's going to be some areas that are not ever going to be probably developed or certainly at a minimum density. So I think --

COMMISSIONER WHITEHEAD: MU-3 has over 8,000 permitted dwellings, 8,800 or something. It's not some huge amount. There's only 2,500 existing, I think, today, and a good bit of that includes Tarkiln Bayou. The pitcher plant areas are right on the water, it includes the state park down there by Gulf Beach Highway. A lot of these properties will never permit -- Bronson Field, all that is incorporated in there.

When they change these rules --

MS. LANDER: ECUA.

COMMISSIONER WHITEHEAD: -- ECUA owns a ton of property 600, 700 acres that all falls in that area, and when you start carving that out, if the legislation is approved, then we potentially do pick up a significant number there. So the net impact of this is an additional 6,000 buildable units, if the legislation changes and they approve this change in the plan.

COMMISSIONER YOUNG: But not necessarily?

COMMISSIONER WHITEHEAD: It's not over the cap. What it means is simply we'll be able to access them. We'll be able to direct where they go. We're not looking to increase the number of units in the Coastal High Hazard. That's the beauty of this plan. We're going to stay with what DCA gave us in the settlement.

COMMISSIONER YOUNG: The 20,000?

COMMISSIONER WHITEHEAD: The 20,000. We're not asking to increase it.

COMMISSIONER YOUNG: They can be allocated?

COMMISSIONER DICKSON: We're saying they should be allocated in the Coastal, yes.

MS. LANDER: The way you feel, they should be allocated.

COMMISSIONER DICKSON: And, also, Janet briefed me and I think -- I guess she briefed all of you. I asked her, what do you feel is our percentage if we move forward, and it wasn't all that good. I would rather not take that chance, because if we lose, then we're really behind the eight ball.

COMMISSIONER BANJANIN: We're done for.

COMMISSIONER DICKSON: I think this is a good approach.

COMMISSIONER WHITEHEAD: Well, this is actually even a better approach than what we're asking for. In terms of long impact on Escambia County, we could be 40 years before we ever go look for another increase in cap. It's not inconceivable. There's that much development potential that we can shift and we can redirect. It really is a win/win. And, again, the people I've talked to so far say that the DCA is going to be hard pressed to say no, because the legislation does not talk about barrier islands, it talks about Coastal High Hazard. We're saying you're right, your number is a good number.

COMMISSIONER DICKSON: We'll live with it, but let us kind of distribute as we see fit.

COMMISSIONER BANJANIN: This is really shrinking the land area that is affected.

COMMISSIONER WHITEHEAD: If they used the storm surge model, it would significantly decrease in some areas, but obviously in the north end it picks up quite a bit. Most of that actually is the Escambia County River swamp. The only area it picks up is right there --

COMMISSIONER BANJANIN: Along the bluffs.

COMMISSIONER WHITEHEAD: -- just above the Interstate and then it runs up. There is very

little development potential there anyway. The bluffs are preserved.

MR. TOUART: Janet, when was the hearing scheduled?

MS. LANDER: June 5th.

MR. TOUART: I'm not going to divulge the way I know this, but there is concern among DCA, as well, that they don't want to be embarrassed with this hearing and lawsuit. They have sent word to me and I have shared this with you and some of the Board members, they would like a way out of this thing, too. They don't want to have to go through a lawsuit.

MS. LANDER: This will do it.

MR. TOUART: Before you bring this to the Board to repeal this, we've got a little -- we've got, say, 30 days, two weeks anyway.

MS. LANDER: Actually, we really don't. We would have to move on with discovery.

MR. TOUART: Here's what I'm suggesting. Even if it's tomorrow. Before you go out there and try to talk to the news people about trying to understand what's going on here, you might want to give a phone call to your counterpart at DCA and you can tell them whatever you want to tell them --

you've got (inaudible) anyway. But say, hey, guys, we don't want to sue y'all. Y'all don't want to sue us. We would like to negotiate our way out of this. Here's our idea.

MS. LANDER: Not like that. Here's how we're going to do it, George.

COMMISSIONER DICKSON: I was going to say, now wait a minute. She and I already talked.

COMMISSIONER WHITEHEAD: Resubmit the Comp Plan.

MS. LANDER: We have to get the Intervenors out of the case and the only way to get -- otherwise, I'm going to be negotiating with the Perdido Key Association and that will go on for a year.

COMMISSIONER DICKSON: You don't want that.

MS. LANDER: Plus, we have to break it to them gently in Tallahassee. We're going to have Doug Rillstone talk to the folks in Tallahassee and tell them this is what we're thinking we're going to do and work through his --

MR. TOUART: WCI attorneys. You're doing the same thing Jesse is doing through WCI third party attorneys. They want out, too. They don't want the embarrassment of a lawsuit.

COMMISSIONER DICKSON: So when we go outside,

you want a motion to schedule a public hearing?

MS. LANDER: Authorize me to schedule a public hearing to consider the repeal of Ordinance 2005-60.

MS. ROGERS: Did you want to touch a little bit on the actual drafting part?

MS. LANDER: All right. This is an excellent opportunity for us to get some really good changes made to our Comprehensive Plan, there is a lot wrong with the Comprehensive Plan so there are two ways we can do this. We can rush it through and kind of do the best we can and use the "hurry up now and pay later approach" or we can do it in a thoughtful, considerate manner and, if necessary, George, have the folks in Planning farm it out as far as writing the text, the amendment text, and changing the other portions of the Comprehensive Plan that need to be addressed at the same time because we've got Article 7 and Article 11 to deal with, plus we have to amend the capital improvement plan. I will continue with my people to provide the data and analysis that will support the text amendment, but this is a chance for us to do it right. Now, if we hurry, hurry, hurry, we're already late as far as getting it to the Planning Board in time for consideration for the second amendment submission of the year. They told

me, Staff has told me already, that we're already too late for that, but if the Board directed me to do so, to move forward with all possible speed, we could have the Planning Board have extra meetings.

Alison spoke today with Peter and Karen and explained the situation to them and that we were going to ask the Board to appeal this ordinance and move on with the rewrite, and although I do have faith in both Karen and Peter as far as their ability to draft a nice amendment, they are, of course, strapped for time and they do not have a lot of personnel. So the logistics of how we're going to do this -- I mean, I'm on board to work with whomever it is, to do the population concentration studies, the concurrency studies, the hurricane evacuation and the shelter study. We're going to do all that. And the roads, CIP, TIF, all of that is going to be in the data and analysis, but we need somebody to sit down and say, all right, now, this is how we phrase all this good idea in a Comprehensive Plan text amendment.

We can certainly think about it. All we have to do for now is repeal the amendment that is pending before DOAH and that takes everything off the table.

COMMISSIONER WHITEHEAD: I can tell you, I would like to see it farmed out. I don't share the confidence that you have and I don't mean that to insult, but I'm still somewhat baffled by the omission that occurred. I know it was a rush job, but there are points that you're supposed to cover and if you've been involved -- and these people have in the state of Florida. It's not like they're new to the state of Florida and the Comprehensive Plan process. We should have had a more defensable product and I'm a little concerned and I think this is too important an issue not to get it right the first time.

COMMISSIONER DICKSON: And I share this.

MR. TOUART: I've just got to say this. When staff wrote this, everything we write legal signed off. Who in your staff reviewed this?

MS. LANDER: We never reviewed this in our office, George. It was never sent to my office. I would not have known that they had not put in the hurricane evacuation.

MR. TOUART: They got direction from the Board.

MS. LANDER: I helped them with the text. I did help them with the text.

MR. TOUART: I know it's easy to blame.

MS. LANDER: I'm not trying to blame them, George. You know I'm not.

COMMISSIONER DICKSON: But still we did have a problem and I share Mike's concern that, you know, if we had done this right in the first place we wouldn't be where we are right now and I don't know whether staff has the expertise to do this or not. I am concerned why they didn't think about it. That's a major issue. That's one of the major things we have been talking about is hurricane evacuation. So I think that if we're going to get a one shot bite at the apple here, I think we ought to do it right and make sure we do it correctly.

COMMISSIONER WHITEHEAD: The direction from the Board when we went forward with this thing was to use the Solan report for the basis for the Comprehensive Plan amendment, but that, I don't think -- and I would say this if Peter and Karen were sitting here, that does not absolve staff in the preparation of the text and the data and analysis from making sure what goes in is a complete submission. So, again, in the state of Florida hurricane evacuation on a barrier island, how you do not address that is a huge blaring oversight. And if -- I guess this is what really gets me. If we

didn't have the technical expertise or the staff or the physical time to do it, someone should have come and said, hey, we need help in the form of outside assistance, because this Board has been there when it comes to providing that type of expertise. That's my frustration. We don't have to belabor that point.

The bottom line is where we're headed potentially is much, much better than where we would have been had they done the thing right. Maybe their screw-up in this case has benefited us and I think it probably has. I mean, it's not like -- I'm not upset about it, because I really do think we win and we're in a much more defensible position and we really put the DCA on the defense if they try to oppose us on this one. I don't think they can.

COMMISSIONER DICKSON: I'll make the motion when we get out there and somebody second it.

COMMISSIONER WHITE: I'll second it.

COMMISSIONER BANJANIN: Let's just take our time and do everything right. It sounds like an awful lot of data and stuff to develop. We better just -- you know, no rush.

COMMISSIONER WHITEHEAD: We're looking at a December amendment, not June.

MS. LANDER: Right, we'll be submitting it in early January.

COMMISSIONER WHITEHEAD: Early January, end of the year.

COMMISSIONER BANJANIN: So let's do it right, no rushing on it. No blame.

COMMISSIONER WHITEHEAD: I'm not blaming anybody. We got lucky.

MS. LANDER: Staff really has nothing to do with the case.

COMMISSIONER BANJANIN: What about the rest of this?

MS. LANDER: The pipeline, y'all keep it.

MS. ROGERS: I'll pick it up, if you don't want it.

COMMISSIONER BANJANIN: I would like to have this map.

(The Attorney/Client session concluded at 4:35 p.m. and the Board reconvened in the Sunshine.)

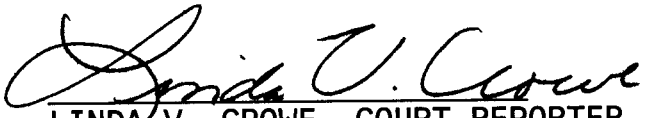
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 26 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of July 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD APRIL 20, 2006
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:00 p.m. – 4:33 p.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

1-2. Call to Order/Purpose of Attorney-Client Session

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 4:00 p.m., and advised that the Board would conduct an Attorney-Client Session regarding Department of Community Affairs and Perdido Key Association, Inc., v. Escambia County and WCI Communities, Inc. *(with Commissioners D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin and Kevin White, County Administrator George Touart, Attorneys representing Escambia County, Janet Lander and Alison Perdue Rogers, and a certified court reporter attending).*

Motion made by Commissioner White, seconded by Commissioner Dickson, and carried unanimously, taking the following action concerning the Attorney-Client Session to discuss pending litigation regarding Department of Community Affairs and Perdido Key Association, Inc., vs. Escambia County and WCI Communities, Inc.:

A. Ratifying the scheduling of a private meeting with the Board's attorneys to discuss pending litigation, in accordance with Section 286.011 (8), Florida Statutes, for Thursday, April 20, 2006, at 4:00 p.m.; and

B. Ratifying the public notice, which was published in the Pensacola News Journal along with the weekly notice of Meetings (in a block ad *[Legal No. 69173] and in the Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 17-21, 2006 – Legal No. 69172, on Sunday, April 16, 2006).*

4:01 P.M. – MEETING RECESSED
4:32 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

3. Scheduling of a Public Hearing

Motion made by Commissioner Dickson, seconded by Commissioner White, and carried unanimously, approving to schedule a Public Hearing *(for May 4, 2006, at 5:35 p.m., to consider adopting an Ordinance)* to repeal Ordinance Number 2005-60 *(which eliminated the cap on Perdido Key dwelling units in favor of reliance on zoning, performance standards and concurrency, and removed the MU-4 dwelling unit cap)*.

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:33 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____ Deputy Clerk

Approved: May 4, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, April 20, 2006, at 4:00 p.m., to wit:

Department of Community Affairs and Perdido Key Association, Inc.,

V.

Escambia County and WCI Communities, Inc.

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. M. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, CHAIR, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
ALISON PERDUE ROGERS, DEPUTY COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

ORIGINAL

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P R O C E E D I N G S

MS. LANDER: Commissioners, I've requested this shade meeting to get some advice from you and make suggestions to you with regard to the Perdido Key caps case.

In the course of preparing for this case, it became obvious that we had certain deficiencies in our data and analysis that we submitted with the amendment at the time that the amendment was submitted, and although there is evidence that can prove what we need to prove to make our case, we can't do it after the fact, and missing is the hurricane evacuation information, and you can't fix the fact that you didn't submit it when you submitted your amendment for review and that was the basis upon which they turned us down. The door is closed to you to introduce new evidence after the submission is made.

COMMISSIONER WHITE: What you're saying is that we submitted a Comp Plan amendment without hurricane evacuation information for increasing the caps on the barrier islands?

MS. LANDER: Correct.

COMMISSIONER WHITE: And we didn't submit the hurricane evacuation information.

COMMISSIONER YOUNG: -- could have waited?

MS. LANDER: That makes it especially -- the other problem is that the Department of Community Affairs has taken a very hard line stand throughout the state of increasing density in the Coastal High Hazard Areas without any offset mitigation.

In preparing for this DOAH, this administrative hearing, I was working with Mike Broussard and Mike was crunching the number, because one of the challenges is to show that we're not concentrating population in the Coastal High Hazard Area, so Mike was crunching the numbers for me. We do that by showing the relative proportion between the folks who live in Coastal -- the number of dwelling units in the Coastal High Hazard Area and the number of dwelling units in the balance of the county remains fairly constant during the time period. I can prove that with numbers. There is one jump. The jump goes from 1990 -- well, it would be from 2004 to 2005, because that's when we had proposed last year to increase those caps on Perdido Key by 2000.

As we looked at it, we saw that we have four discrete Future Land Use categories that encompass the Coastal High Hazard Area, MU-3, MU-4, MU-5 and a little bit of Agricultural in the Coastal High

Hazard Area. So the total number of dwelling units that can ever be built under the present regulatory scheme within those four areas was slightly over 22,000 dwelling units.

Now, Mike Broussard is of the opinion that we will never be able to develop, use up 8,000 dwelling units in MU-3. He thinks that there's too much wetland there, there's too much public land property. There are some dry uplands and they are going to be developed and there has been some push to develop the dry uplands and that's not a problem, but we're theorizing at this point that we can probably take some of those dwelling units that are in the MU-3 Coastal Mainland High Hazard Area right now and shove them over to Perdido Key without increasing the overall density in the Coastal High Hazard Area. That kind of setoff will buy us some goodwill with the Department of Community Affairs because we are not increasing density, we're just redistributing density. So that's one thing.

The other thing is we have to shore up the data we present, which includes the hurricane evacuation. That hasn't been presented. We have to present the model with them. And we have to show -- they're taking an attitude of maintain or reduce, which is

another reason why it's very important for us not to increase the overall number of dwelling units in the Coastal High Hazard Area. If we maintain the number but reallocate the density, we have much better chance of demonstrating that we're maintaining or reducing our evacuation roadway clearance time. That's very important. That's what they look at.

The danger in going forward with the case as it stands right now is that you've heard me bounce around the term from time to time about administrative res judicata. If we go to DOAH and the DOAH finds in favor of the Department and against the County, that is administrative res judicata as to Escambia County and we cannot propose the amendment to the caps again unless we can demonstrate a significant change in circumstances, and I don't see a significant change of circumstances arising in and of itself and if any of you do, please, tell me, let me know.

The other disadvantage --

COMMISSIONER DICKSON: With the exception of potentially the road, changes to the road that we are working on in expanding it.

MS. LANDER: Right. And that's something else that was a deficiency. We kind of put the cart

before the horse on increasing the density on the barrier island. We had promised the Department way back when -- and Commissioner Whitehead remembers that this was part of the discussion we had at the round table in Tallahassee, that we would widen Perdido Key Drive. The belief at that time was that we would not be able to get beyond 4,000 dwelling units without making significant improvements to Perdido Key Drive, but as you do more and more sophisticated travel model studies, you can peak out more and more trips and we are able to develop up to almost 6,000 units without significant road widening efforts. But we've got the trip money now. We've got the TIF ready to be considered by this Board. The trip money will take care of the PB&E study and the balance will be taken care of, the lion's share of that balance will be taken care of by the TIF and a little bit from the local option sales tax and a little bit from grant money. The TIF is not going to impact the County negatively as far as general funds because we're going to program in anywhere between three and 25 percent a year for growth that we would keep in the general fund, and what's over that goes to debt service until the debt service amount is recouped and then anything we recover

above that in ad valorem taxes, again, goes back into the general fund, so it's not your typical TIF. It's very, very carefully structured.

As soon as we get the revenue bonds sold, we satisfy concurrency. We can build out to the Key. We can do those 1,000 lodging units. We can do all the way up 7,150 dwelling units because the road capacity will be there. And demand to develop isn't that bad pressing right now. We have some time to regroup and do this right. There's a bill pending and I'll talk to you about that a little bit later.

I think what we're coming up with, the plan is -- here is what I would recommend. That we appeal the ordinance that is pending before DOAH right now, we repeal the ordinance that has been found to be not in compliance because that was the recommended activity of the Department. But we don't give up there. This is our chance to shore up those weaknesses. We have a defensable strategy. It is creative. It will require some work internally through channels to the Department of Community Affairs because they hate surprises and so we will work that.

And here's what we're going to do. As far as the densities and the Coastal High Hazard Area,

instead of having MU-3 8,800 dwelling units, MU-4, 7,150, MU-5, 4,128, and 42 in the AG Coastal High Hazard Area, we will say CHHA and then parenthetically we'll reference the four categories that compose the Coastal High Hazard Area, and then we'll put 20,250 or whatever that exact number is.

COMMISSIONER WHITE: 20,205.

MS. LANDER: Thank you, 20,205. We will put that as the cap for development in the Coastal High Hazard Area, but we will not put that cap in those Future Land Use categories. What we will have to do is we will have to impose density restrictions indirectly in the text by multiplying out the areawide density so that it can't go crazy.

And there is a bill pending. I've got a map that shows you what the effect of that bill is going to be. But there's a lot happening. Meanwhile, if we repeal this ordinance, the DOAH goes away, and we start to work immediately on a new packet, and we will use Mike Broussard for population concentration, Don Lewis for hurricane evacuation model, Vicki Garrett for concurrency. We do have a shelter deficiency that we need to address. We can mitigate shelter deficiency by imposing impact fees, mitigation fees on development as it is approved and

that will count under the proposed legislation, which is really a green light for local government and I'll go over that with you in detail. That doesn't require a shade meeting.

But the bill that all the local governments are so fond of right now, House Bill 1359, has gotten out of all the committees except one. It has one stop to go and then it goes to the floor for a vote, so it may become law by July 1st. What that bill will do is it will change the definition of the Coastal High Hazard Area. It will affect how densities are permitted in Coastal High Hazard Areas and it will allow local governments to increase density in the Coastal High Hazard Area if they meet certain requirements that are set forth in that bill.

Let me talk about the downside. The downside is that there is a perception that this may cost some time if we withdraw the ordinance now, and it may be said out there that we're throwing a monkey wrench in the progress machinery, but this is the pipeline. This is the amended pipeline that I prepared for our meeting today. As you can see, the best case scenario -- and this is with the hearing date absolutely set for the 5th of June, even

knowing now, which we didn't know at the beginning when the hearing was going to be held, we couldn't be finished with the final order. And this is an estimate, the end of October. It could just as easily be the end of November, but we're estimating the end of October. Assuming that we lose at that stage, there we would be in November with nothing started and no ordinance, because at that point we either repeal that ordinance or we face sanctions from the administration commission. At that point we can't just start over, because administrative res judicata will preclude us from bringing up the same facts without a significant -- we can allege the road is a change in circumstances and allege the statute is a change in circumstance, but we're already on the defensive, if we take that route.

So I have consulted at great length with the Intervenor's counsel, the Intervenor WCI. They are totally on board with this. They have talked it over among their partners and they support this plan. It is creative. It is unusual. To our knowledge, no one has ever presented a solution to development in the Coastal High Hazard Areas like this, but then, again, nobody else has caps in the Coastal High Hazard Areas.

Doug Rillstone is well-acquainted with the general counsel of the Department of Community Affairs, as well as Val Hubbard who is their director of planning and the secretary of the Department of Community Affairs, and he is going to float the balloon. He's going to break it to them gently. He's going to get a temperature reading on how well this is going to be received so that we don't catch them by surprise.

But this pending legislation may actually work very much in our favor because -- I've got maps for all of you to look at and I've brought a big one so that you can see what -- it's a little bit hard to read, the part down there, and I don't want there to be any confusion.

So if this pending legislation goes through, the Coastal High Hazard Area that is presently designated on the map as a yellow, in yellow, that's the present Coastal High Hazard Area. If you look closely at what looks like the green cross-hatched areas, that is actually blue, but yellow and blue is green, so that's the overlay. And you can see the definition is going to change from the Hurricane One Mandatory Evacuation Zone -- that's the current definition in the Coastal High Hazard Area -- to

Category One Hurricane Wind Surge Area. And what's really interesting, if you look at the upper right side, if you look at Commissioner Banjanin's district -- part of this may also be in your district because it goes all the way up to Quintette Road -- you're actually going to have some Coastal High Hazard Areas in your district, too, under the new definition.

I would imagine that the -- so this is the challenge. Do I go and say in the proposed amendment we'll stay at 20/30 or in the proposed amendment do I have to say, well, we're going to have to factor in, subtract out the existing densities in the newly added Coastal High Hazard Areas, so I think we're going to have to probably do a little bit of dancing with that.

We're also going to have to amend our Comprehensive Plan under the proposed legislation by July 2008 to recognize the new definition of the Coastal High Hazard Area. We're going to have to make sure that -- one way that we can allow for increased density in the Coastal High Hazard Area is to make it possible for folks to get to shelters within 12 hours or less or charge development for mitigation for the cost of building shelters. There

are many ways that we're going to be able to comply with this. So it comes at a very opportune time for coastal hazard. That's why it looks like it's going to skate right through. It's made many a slip, of course, as they say, so I don't know if this is will be vetoed by the Governor. You know how strongly the Governor feels right now about development in Coastal High Hazard Areas. He's the one that has that committee to study it throughout the state. Anything is possible in politics, but this is getting closer and closer to being a reality. It would be more difficult to deal with, but it certainly presents an interesting challenge.

All right. So to recap, I propose that we schedule a public hearing to consider the repeal of Ordinance 2005-60 and then that's all we have to do in the public at this point. If anyone asks any of you why you're doing it, if it generates a lot of interest, then the reason that we are doing this is -- well, there are multiple reasons.

Number one, we think that we can rewrite it in a more defensible way, in a more planner friendly way. We are perhaps anticipating some changes in the definition of the Coastal High Hazard Areas and I think it will just give us a more defensible

strategy to allow some development in the Coastal High Hazard Areas without running afoul of the State.

COMMISSIONER WHITEHEAD: You don't want to say that.

MS. LANDER: What do you want me to say? I mean, I don't know.

COMMISSIONER WHITEHEAD: You're just asking for criticism if you say that we're looking to increase density in the Coastal High Hazard Areas. The approach to this is to say we have changed our tactics and that we are not requesting an increase in the Coastal High Hazard Areas. That's exactly what we're doing. We're permitted for 20,205 and we don't want to change the number. We're going back to the DCA saying we agree with that number. That number makes sense. We want to be able to allocate it as we see fit at the local level. Because legislation with regard to Coastal High Hazard does not say barrier island versus mainland. We have Coastal High Hazard Areas on both.

So what we're saying, the caps as they're applied to the specific land use districts are inappropriate. They're taking local control away. We agree we are limiting development in the Coastal

High Hazard Areas to the number that DCA established. DCA is going to be hard pressed to turn us down because we're not asking for an increase and that should eliminate a lot of questions from people who are antidevelopment. Again, our tact is we are not going to increase the number. It is a very salable plan in that fashion.

You know, I wouldn't even discuss this. It's pending legislation. It may happen. It may not happen. If this happens, it may give us another 3,000, 4,000 units. I sat down with Broussard yesterday and went over it in detail. That's a real big if right now because you do lose some property up in Districts Four and Five. I think our tact should be we're reconsidering it. What we had was not defensible, in our opinion. We're going back, we're going to acquiesce to DCA. We're not asking for an increase, but we are asking for local control about how we spread it. That to me is something we can all get behind because we do believe in local control and we're not looking to increase the Coastal High Hazard population. We meet the letter and the spirit of the law doing it that way. But I wouldn't go any further than that.

COMMISSIONER DICKSON: I agree with that and I

also agree that there are some areas out here that we know are not going to develop and so by allowing us to kind of reposition those only makes sense. I mean, we can see that there's going to be some areas that are not ever going to be probably developed or certainly at a minimum density. So I think --

COMMISSIONER WHITEHEAD: MU-3 has over 8,000 permitted dwellings, 8,800 or something. It's not some huge amount. There's only 2,500 existing, I think, today, and a good bit of that includes Tarkiln Bayou. The pitcher plant areas are right on the water, it includes the state park down there by Gulf Beach Highway. A lot of these properties will never permit -- Bronson Field, all that is incorporated in there.

When they change these rules --

MS. LANDER: ECUA.

COMMISSIONER WHITEHEAD: -- ECUA owns a ton of property 600, 700 acres that all falls in that area, and when you start carving that out, if the legislation is approved, then we potentially do pick up a significant number there. So the net impact of this is an additional 6,000 buildable units, if the legislation changes and they approve this change in the plan.

COMMISSIONER YOUNG: But not necessarily?

COMMISSIONER WHITEHEAD: It's not over the cap. What it means is simply we'll be able to access them. We'll be able to direct where they go. We're not looking to increase the number of units in the Coastal High Hazard. That's the beauty of this plan. We're going to stay with what DCA gave us in the settlement.

COMMISSIONER YOUNG: The 20,000?

COMMISSIONER WHITEHEAD: The 20,000. We're not asking to increase it.

COMMISSIONER YOUNG: They can be allocated?

COMMISSIONER DICKSON: We're saying they should be allocated in the Coastal, yes.

MS. LANDER: The way you feel, they should be allocated.

COMMISSIONER DICKSON: And, also, Janet briefed me and I think -- I guess she briefed all of you. I asked her, what do you feel is our percentage if we move forward, and it wasn't all that good. I would rather not take that chance, because if we lose, then we're really behind the eight ball.

COMMISSIONER BANJANIN: We're done for.

COMMISSIONER DICKSON: I think this is a good approach.

COMMISSIONER WHITEHEAD: Well, this is actually even a better approach than what we're asking for. In terms of long impact on Escambia County, we could be 40 years before we ever go look for another increase in cap. It's not inconceivable. There's that much development potential that we can shift and we can redirect. It really is a win/win. And, again, the people I've talked to so far say that the DCA is going to be hard pressed to say no, because the legislation does not talk about barrier islands, it talks about Coastal High Hazard. We're saying you're right, your number is a good number.

COMMISSIONER DICKSON: We'll live with it, but let us kind of distribute as we see fit.

COMMISSIONER BANJANIN: This is really shrinking the land area that is affected.

COMMISSIONER WHITEHEAD: If they used the storm surge model, it would significantly decrease in some areas, but obviously in the north end it picks up quite a bit. Most of that actually is the Escambia County River swamp. The only area it picks up is right there --

COMMISSIONER BANJANIN: Along the bluffs.

COMMISSIONER WHITEHEAD: -- just above the Interstate and then it runs up. There is very

little development potential there anyway. The bluffs are preserved.

MR. TOUART: Janet, when was the hearing scheduled?

MS. LANDER: June 5th.

MR. TOUART: I'm not going to divulge the way I know this, but there is concern among DCA, as well, that they don't want to be embarrassed with this hearing and lawsuit. They have sent word to me and I have shared this with you and some of the Board members, they would like a way out of this thing, too. They don't want to have to go through a lawsuit.

MS. LANDER: This will do it.

MR. TOUART: Before you bring this to the Board to repeal this, we've got a little -- we've got, say, 30 days, two weeks anyway.

MS. LANDER: Actually, we really don't. We would have to move on with discovery.

MR. TOUART: Here's what I'm suggesting. Even if it's tomorrow. Before you go out there and try to talk to the news people about trying to understand what's going on here, you might want to give a phone call to your counterpart at DCA and you can tell them whatever you want to tell them --

you've got (inaudible) anyway. But say, hey, guys, we don't want to sue y'all. Y'all don't want to sue us. We would like to negotiate our way out of this. Here's our idea.

MS. LANDER: Not like that. Here's how we're going to do it, George.

COMMISSIONER DICKSON: I was going to say, now wait a minute. She and I already talked.

COMMISSIONER WHITEHEAD: Resubmit the Comp Plan.

MS. LANDER: We have to get the Intervenors out of the case and the only way to get -- otherwise, I'm going to be negotiating with the Perdido Key Association and that will go on for a year.

COMMISSIONER DICKSON: You don't want that.

MS. LANDER: Plus, we have to break it to them gently in Tallahassee. We're going to have Doug Rillstone talk to the folks in Tallahassee and tell them this is what we're thinking we're going to do and work through his --

MR. TOUART: WCI attorneys. You're doing the same thing Jesse is doing through WCI third party attorneys. They want out, too. They don't want the embarrassment of a lawsuit.

COMMISSIONER DICKSON: So when we go outside,

you want a motion to schedule a public hearing?

MS. LANDER: Authorize me to schedule a public hearing to consider the repeal of Ordinance 2005-60.

MS. ROGERS: Did you want to touch a little bit on the actual drafting part?

MS. LANDER: All right. This is an excellent opportunity for us to get some really good changes made to our Comprehensive Plan, there is a lot wrong with the Comprehensive Plan so there are two ways we can do this. We can rush it through and kind of do the best we can and use the "hurry up now and pay later approach" or we can do it in a thoughtful, considerate manner and, if necessary, George, have the folks in Planning farm it out as far as writing the text, the amendment text, and changing the other portions of the Comprehensive Plan that need to be addressed at the same time because we've got Article 7 and Article 11 to deal with, plus we have to amend the capital improvement plan. I will continue with my people to provide the data and analysis that will support the text amendment, but this is a chance for us to do it right. Now, if we hurry, hurry, hurry, we're already late as far as getting it to the Planning Board in time for consideration for the second amendment submission of the year. They told

me, Staff has told me already, that we're already too late for that, but if the Board directed me to do so, to move forward with all possible speed, we could have the Planning Board have extra meetings.

Alison spoke today with Peter and Karen and explained the situation to them and that we were going to ask the Board to appeal this ordinance and move on with the rewrite, and although I do have faith in both Karen and Peter as far as their ability to draft a nice amendment, they are, of course, strapped for time and they do not have a lot of personnel. So the logistics of how we're going to do this -- I mean, I'm on board to work with whomever it is, to do the population concentration studies, the concurrency studies, the hurricane evacuation and the shelter study. We're going to do all that. And the roads, CIP, TIF, all of that is going to be in the data and analysis, but we need somebody to sit down and say, all right, now, this is how we phrase all this good idea in a Comprehensive Plan text amendment.

We can certainly think about it. All we have to do for now is repeal the amendment that is pending before DOAH and that takes everything off the table.

COMMISSIONER WHITEHEAD: I can tell you, I would like to see it farmed out. I don't share the confidence that you have and I don't mean that to insult, but I'm still somewhat baffled by the omission that occurred. I know it was a rush job, but there are points that you're supposed to cover and if you've been involved -- and these people have in the state of Florida. It's not like they're new to the state of Florida and the Comprehensive Plan process. We should have had a more defensable product and I'm a little concerned and I think this is too important an issue not to get it right the first time.

COMMISSIONER DICKSON: And I share this.

MR. TOUART: I've just got to say this. When staff wrote this, everything we write legal signed off. Who in your staff reviewed this?

MS. LANDER: We never reviewed this in our office, George. It was never sent to my office. I would not have known that they had not put in the hurricane evacuation.

MR. TOUART: They got direction from the Board.

MS. LANDER: I helped them with the text. I did help them with the text.

MR. TOUART: I know it's easy to blame.

MS. LANDER: I'm not trying to blame them, George. You know I'm not.

COMMISSIONER DICKSON: But still we did have a problem and I share Mike's concern that, you know, if we had done this right in the first place we wouldn't be where we are right now and I don't know whether staff has the expertise to do this or not. I am concerned why they didn't think about it. That's a major issue. That's one of the major things we have been talking about is hurricane evacuation. So I think that if we're going to get a one shot bite at the apple here, I think we ought to do it right and make sure we do it correctly.

COMMISSIONER WHITEHEAD: The direction from the Board when we went forward with this thing was to use the Solan report for the basis for the Comprehensive Plan amendment, but that, I don't think -- and I would say this if Peter and Karen were sitting here, that does not absolve staff in the preparation of the text and the data and analysis from making sure what goes in is a complete submission. So, again, in the state of Florida hurricane evacuation on a barrier island, how you do not address that is a huge blaring oversight. And if -- I guess this is what really gets me. If we

didn't have the technical expertise or the staff or the physical time to do it, someone should have come and said, hey, we need help in the form of outside assistance, because this Board has been there when it comes to providing that type of expertise. That's my frustration. We don't have to belabor that point.

The bottom line is where we're headed potentially is much, much better than where we would have been had they done the thing right. Maybe their screw-up in this case has benefited us and I think it probably has. I mean, it's not like -- I'm not upset about it, because I really do think we win and we're in a much more defensible position and we really put the DCA on the defense if they try to oppose us on this one. I don't think they can.

COMMISSIONER DICKSON: I'll make the motion when we get out there and somebody second it.

COMMISSIONER WHITE: I'll second it.

COMMISSIONER BANJANIN: Let's just take our time and do everything right. It sounds like an awful lot of data and stuff to develop. We better just -- you know, no rush.

COMMISSIONER WHITEHEAD: We're looking at a December amendment, not June.

MS. LANDER: Right, we'll be submitting it in early January.

COMMISSIONER WHITEHEAD: Early January, end of the year.

COMMISSIONER BANJANIN: So let's do it right, no rushing on it. No blame.

COMMISSIONER WHITEHEAD: I'm not blaming anybody. We got lucky.

MS. LANDER: Staff really has nothing to do with the case.

COMMISSIONER BANJANIN: What about the rest of this?

MS. LANDER: The pipeline, y'all keep it.

MS. ROGERS: I'll pick it up, if you don't want it.

COMMISSIONER BANJANIN: I would like to have this map.

(The Attorney/Client session concluded at 4:35 p.m. and the Board reconvened in the Sunshine.)

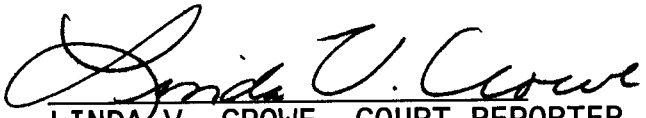
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 26 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of July 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JULY 20, 2006
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:00 p.m. – 4:13 p.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Ms. Lizabeth Carew, representing the Deputy Clerk to the Board

1-2. Call to Order

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 4:00 p.m.

2. Purpose of Meeting

The Board was advised by Chairman Whitehead that the Board would conduct an Attorney-Client Session *(which was advertised in the Pensacola News Journal on July 16 2006, in* the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 17-21, 2006 – Legal No. 69542, and on July 19, 2006, in a block ad, Legal No. 69558)*, regarding Peter Cranford v. Escambia County, *(with Commissioners D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, and Kevin White, County Administrator George Touart, Attorneys representing Escambia County, Stephen G. West and County Attorney Janet Lander, and a certified Court Reporter to attend the Attorney-Client Session*

4:01 P.M. – MEETING RECESSED
4:12 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

3. Peter Cranford v. Escambia County

Motion made by Commissioner Dickson, seconded by Commissioner White, and carried unanimously, accepting the settlement agreement as proposed by the Board's attorneys.

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:13 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL

SEAL

_____
Deputy Clerk

Approved: August 3, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, July 20th, 2006, at 4:00 p.m., to wit:

Peter Cranford v. Escambia County

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. M. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
BOB MCLAUGHLIN, ASSISTANT COUNTY ADMINISTRATOR

JANET LANDER, COUNTY ATTORNEY
STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

ORIGINAL

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P R O C E E D I N G S

MR. WEST: The purpose of this meeting is for the Board to consider your approval or denial of a mediation settlement agreement that you have before you. This is in the case of Cranford versus Escambia County. We met on this case in the shade back last January. I just wanted to take a moment to refresh your recollection about how the case arose and how we got to this point.

If you remember, several years ago the County purchased a piece of property on Mobile Highway and it was handled by the staff. It was not handled by our office. There was no survey and after the closing it was discovered that the property described in the deed was actually located about 250 feet further west of where the County and the seller of the property thought it was. That property was occupied by the Cranford family.

Their deed has a similar defect that shows that they actually own property that is 250 feet further west of where they thought their property was located. They came to the County for help. You authorized the County staff and our office to go forward to try and resolve this and do surveys and acquire title work and to draft up revised legal

descriptions. We helped the Cranfords and their attorney acquire an adjacent piece of property for virtually no cost so we could resolve this very quickly with just an exchange of deeds. At the point when that was possible, they took the position, the Cranfords and their attorney took the position that they were entitled to some money for their attorney's fees and costs which led to this lawsuit.

The case was directed to mediation by the Court last October. At that point they demanded $15,000 worth of attorney fees, although they came down a little bit, but they would not tell us how they managed to generate $15,000 worth of attorney fees and costs at that point so the mediation impassed.

When we met last January, the case had just been set for trial. You authorized settlement of up to $10,000 for attorney fees and costs provided that they could substantiate that with a billing statement or something that specifically itemized fees and costs, which they continued to object to until just recently.

(Commissioner Young exits.)

MR. WEST: As we got ready for trial, the Cranfords' attorney requested that the Court direct

us to a second mediation. A condition of that second mediation was that the County provide a lay person to participate, because they took the position or at least represented to the Court that our office was being too rigid in its analysis of the law and facts and our willingness to settle. The Court agreed to that. One of the things we requested was that they specifically provide us with a billing statement, which they did, and at that mediation, at the recommendation we made it clear we would not support anything over $15,000, because that actually, as we looked at their billing statement, was the amount of money that they generated in fees and costs that actually was as a result of doing things that we, our office had requested them to do to resolve this.

The total amount of fees and costs that they have generated to date is something over $16,000. All of that is pretty much self-inflicted stuff that they've pretty much assumed and generated as a result of the kind of adversarial position that they decided to take with the County.

But nonetheless, the recommendation that is coming from the Assistant County Administrator was to settle for, I think, $8,500, but otherwise, the

deal is pretty much the same that we had offered all along, which was just an even exchange of deeds, with each side otherwise bearing their own fees and costs.

I'll let Bob add to that. I think the $8,500 is just a sum that represents, I guess, basically the nuisance value of this suit that he thought was appropriate. They are going to take some sort of a loss on this. I didn't see that their fees, total fees were unreasonable other than the fact that they kind of brought it on themselves by taking a very adversarial position. So we're paying about half of what they decided to generate.

(Commissioner Young returns.)

COMMISSIONER WHITE: What's so funny they could have had 15 with the offer we made.

MR. WEST: Well, actually, our initial mediation offer we had, I think, was $3,500, what we were estimating it would have taken to basically do the work that we asked them to do. At that point they really had only about $5,000 worth of fees and costs, so they would have probably taken a much smaller loss if they had accepted the initial offer.

COMMISSIONER WHITE: That is your recommendation, Bob?

MR. MCLAUGHLIN: Yes, sir.

COMMISSIONER WHITE: I'm fine with that.

COMMISSIONER WHITEHEAD: I'm glad to see it put to bed. It's more than I wanted to pay, but I think it's time. We've got other issues we've got to work on.

MS. LANDER: I'm being quiet.

COMMISSIONER WHITE: That's a first.

COMMISSIONER WHITEHEAD: Do we need a motion?

MS. LANDER: Outside.

COMMISSIONER DICKSON: Who was the lay person, Bob?

MS. LANDER: Yes.

COMMISSIONER DICKSON: Bob was the lay person.

MR. WEST: A nonlawyer.

COMMISSIONER DICKSON: That's how he got into it and that's what his agreement was as the nonattorney that they requested.

MR. WEST: Actually, they wanted a commissioner, which we objected to, and I think what the Court agreed to direct us is that we could provide a commissioner or a senior member of the staff and I thought it was inappropriate to --

COMMISSIONER DICKSON: So Bob set in on that and the recommendation came from Bob to settle this

for $8,500.

MS. LANDER: We do not support that settlement, but...

MR. TOUART: Well, write them a check.

MS. LANDER: But we understand. We understand we need to put this aside.

COMMISSIONER DICKSON: You think it's in our best interest to go ahead and settle and just move on and forget the thing, right?

MS. LANDER: Oh, no.

MR. MCLAUGHLIN: Some of the dynamics were they wanted to settle. Obviously, they wanted to settle for more. We were, you know, a low of $15,000. They were pushing around 16 or 17. The next iteration, if we didn't come to an agreement, probably would have taken their side, their costs probably up 24 or 26. I understood the basics of what had happened and what occurred and everybody was reasonable with the property settlement was now a matter of paying some money for the costs. So we worked our way to a point and $8,500 was a mid point and everyone agreed and I thought it was a fair number.

COMMISSIONER DICKSON: This was discussed, the $8,500 was discussed, so they're in agreement.

COMMISSIONER WHITE: They signed it. Peter Cranford signed on their behalf.

COMMISSIONER DICKSON: You're right. I'm sorry. I should have looked.

COMMISSIONER BANJANIN: Let's do it.

COMMISSIONER DICKSON: That's fine.

MR. TOUART: Are y'all off the record yet?

MS. LANDER: We're never off the record.

COMMISSIONER DICKSON: But we have to go out and make a motion to accept.

MR. TOUART: Buck Lee's brother just died.

COMMISSIONER DICKSON: Who?

MR. TOUART: David Lee. Buck Lee's brother just died.

You don't have to put that in the transcript.

MS. LANDER: She has to actually.

COMMISSIONER DICKSON: All right. So we're going to back out and make the motion to accept the agreement?

MS. LANDER: Yes.

COMMISSIONER DICKSON: You would like those back. Do you want these back?

MS. LANDER: They will be public record after the motion anyway.

(The proceedings concluded at 4:14 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 8 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of August 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD AUGUST 3, 2006
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:49 p.m. – 4:13 p.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

1. Call to Order

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 3:49 p.m., and advised that the Board would conduct a private Attorney-Client Session regarding the following Cases (*with Commissioners D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, and Kevin White, County Administrator George Touart, Attorney representing Escambia County, Charles V. Peppler, County Attorney Janet Lander, and a certified Court Reporter to attend the Attorney-Client Session)*:

A. Clyde Kilpatrick v. Ogden Entertainment, Case No. 93-0815-CA-01;

B. Ogden Presents v. Fireman's Fund Insurance Company, Case No. 95-1778-CA-01; and

C. Rhonda Hughes v. Escambia County, FL, Case No. 2005 CA 1685.

2. Private Attorney-Client Session

The Board was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on July 30, 2006, in a block ad *(Legal No. 69564)* and in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule July 31-August 4, 2006 – Legal No. 69600.*

3:50 P.M. – MEETING RECESSED
4:12 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

2. Private Attorney-Client Session – Continued

Motion made by Commissioner White, seconded by Commissioner Dickson, and carried unanimously, approving *(authorizing)* Debra Johnson, Risk Management, to execute the release regarding Clyde Kilpatrick v. Ogden Entertainment, Case No. 93-0815-CA-01.

Motion made by Commissioner Dickson, seconded by Commissioner White, and carried unanimously, authorizing staff in the County Attorney's Office to negotiate a settlement, up to the limits discussed *(during the private Attorney-Client Session)*, regarding Rhonda Hughes v. Escambia County, FL, Case No. 2005 CA 1685.

For Information: The Board took no action regarding Ogden Presents v. Fireman's Fund Insurance Company, Case No. 95-1778-CA-01.

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:13 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____
Deputy Clerk

Approved: August 17, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Thursday, August 3, 2006, at 3:45 p.m. to wit:

A. Clyde Kilpatrick v. Ogden Entertainment
Case No. 93-0815-CA-01;

B. Ogden Presents V. Fireman's Fund Insurance Company
Case No. 95-1778-CA-01;

C. Rhonda Hughes v. Escambia County, Florida
Case No. 2005-CA-1685

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. M. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR

JANET LANDER, COUNTY ATTORNEY
CHARLES V. PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

Taylor Reporting Services, Inc.

CERTIFIED ORIGINAL

P R O C E E D I N G S

MR. PEPPLER. We're on the record and Linda has asked me to make sure everyone speaks one at a time, there's no side conversations. She specifically asked that.

COMMISSIONER WHITE: Do you want us all to speak at the same time?

MS. LANDER: Okay, we're only going to speak one at a time.

MR. PEPPLER. Let's take the first case, Clyde Kilpatrick versus Ogden Entertainment, and Ogden Presents versus Fireman's Fund. This is a golden oldie. It involves the Huey Lewis and the News concert.

MS. LANDER: That is an old one.

MR. PEPPLER: This took place September 12th of '01, the concert. The day before, Escambia County --

MS. LANDER: Time out, Charlie. They don't have their agenda with the name of the case.

COMMISSIONER DICKSON: I have this one.

MS. LANDER: It's just the name of the case.

COMMISSIONER BANJANIN: Oh, is that all? Okay. No problem. Sorry.

MR. PEPPLER. All right. As you recall, we had

an agreement with Ogden Entertainment to put on concerts and other events at the Civic Center. We had entered into a user agreement on September 11th, 2001, with them and under that agreement they were to hold harmless the County and to provide a defense or indemnity in the event of a patron injuring themselves during the course of an event and that was signed the day before Mr. Kilpatrick was injured.

Mr. Kilpatrick was on his honeymoon and he went to this concert with his new wife. Apparently, because it was sold out, they set up temporary bleachers. The bleachers didn't have the correct markings on the steps. There were no lights or ushers during the concert. So he went to go get a beer or something or go to use the restroom. When he came back to sit with his wife, as he was coming down the staircase, he fell and fractured his leg.

Of course, he sued the County. There was a verdict of approximately $291,000 in 1996. Ogden presented us with a defense. They hired an attorney and --

COMMISSIONER WHITEHEAD: I thought you said this was an '01 case?

MR. PEPPLER: Correct.

COMMISSIONER WHITEHEAD: You said the jury verdict was returned in '96.

MR. PEPPLER: Right. It took that long; '93 and the trial was in '96.

COMMISSIONER WHITEHEAD: I thought you said -- you said the concert occurred in '01.

MR. PEPPLER. Yeah, you're right. That should be 1991.

COMMISSIONER WHITEHEAD: '91, okay.

MR. PEPPLER. So what I said about 2001 is 1991, 15 years ago, and the concert was September 12th of '91.

Suit was filed in '93. Again, the verdict took place in '96, for $291,000, against the County. Ogden provided a defense. They tried to get their own insurance company to defend them, but Fireman's Fund, who was insuring them at that time, said, well, we'll only defend you if you yourself is sued or sued for personal injury, we're not going to provide coverage if you are under contract with another entity to provide them with a defense. So they denied coverage.

The County appealed the jury verdict. It was affirmed. In the meantime -- it was affirmed in 1997. In the meantime, Mr. Kilpatrick who was an

attorney, sued Ogden Entertainment -- for some reason he didn't sue them in the beginning -- and tried to get them to pay the judgment of $291,000. Judge Frank Bell threw that case out and said, no, you have to look to the County for payment. Because he was trying to get above the cap. We have a $100,000 cap and he wanted to get the full judgment paid.

Ogden then filed suit, the second case, Case B, in 1995, while this was all pending, trying to get Fireman's Fund to provide coverage and that had resulted in a mediation settlement in 2002. So that's four years ago. As part of that agreement, Fireman said, Fireman's Fund will pay $137,500 into this, what they call, loss stabilization fund that's being kept by Ogden's current carrier IGA, and pursuant to the agreement, Fireman's Fund will now step in. They will waive their coverage defense and provide indemnity or coverage to Ogden, which is now no longer Ogden. I think it's been bought out. It's now Aero Mark Industries. We'll provide coverage to Aero Mark in the event that the Kilpatricks go before the legislature. They've already done this once before. They've gone before the legislature.

MS. LANDER: A number of times.

MR. PEPPLER: They've gone before the legislature trying to get a bill passed that the amount that was paid -- the County paid 120,000 through Ogden. We didn't pay a penny, but Ogden kicked in 100,000 on our behalf -- trying to get the balance paid of 191,000. So far the bill has not come out of committee and it doesn't appear in the intervening four years it will ever come out committee because it was once denied in 2002.

So our recommendation is that this release be signed. Debra Johnson, as risk manager, has already signed the release allowing Fireman's Fund to pay this amount into this loss stabilization fund and then they will indemnify or pay Ogden, which is now Aero Mark. In the event that a claims bill is passed, they will kick in the rest of the money and those entities will fight it out among themselves as to who is going to pay what.

So we don't see any really downside in accepting this release. We're going to be protected in the unlikely event that a claims bill is passed and the legislature says, well, yeah, you're owed more money than $100,000.

MS. LANDER: In the past our lobbyist has

lobbied against that claims bill and kept a careful eye on it and I guess that what we ought to do is remind our lobbyist to be sure to always monitor that.

COMMISSIONER WHITE: So we're just accepting the release right now?

MR. PEPPLER: Approving Debra Johnson's signing the release and approving the execution of the release.

The second case is the Rhonda Hughes case and I have a summary before you of her history.

MS. LANDER: The Board has the --

MR. PEPPLER: Here it is.

COMMISSIONER WHITE: It looks like she's got a history of taking medicine.

MR. PEPPLER. Yes. Ms. Hughes, as you can tell from the history, has had extensive conditions and I've listed practically 20 of them that she was suffering from before her accident on September 25th of 2002. And I'm going to take this a little bit out of order just to tell you how we got to this lawsuit.

Because of all these problems that Ms. Hughes was experiencing, she had what's known as syncopes or falls or fainting spells that she experienced on

a regular basis and she was taking numerous medications for all her conditions. In fact, on September 25th, 2002, she had gone to see Dr. Michael Conrad, a psychiatrist, due to her depression and other psychological conditions that she was experiencing, such as loss of memory, fatigue, loss of concentration, due to her preexisting conditions.

She saw Dr. Conrad in the morning. That afternoon she went to the Wal-Mart, I believe, on Creighton Road and again experienced a fainting or loss of consciousness event. Our EMTs were called to the scene and, apparently, there was some talk at the scene, maybe Ms. Hughes gave this information herself, that she had been taking drugs, prescription drugs, and may have doubled the dose or taken more than she should have.

William Rowe was one of the EMTs and on the way to Sacred Heart Hospital he believed that he should administer Narcan, which is a drug that stimulates the central nervous system. And the vials of the drug are kept in what's known as a -- I forget the exact name that the EMTs call it, but they call it their bag, and on the bag there's a lid and all these drugs are in like little Velcro slots and hung

up there. And Mivacron, back in 2002, had a circular bottle top and was similar in appearance to Narcan. Mivacron is a paralyzing agent and you use it to stiffen the muscles or relax the muscles so you can intubate or paralyze. Janet is an ex-nurse, so she knows a little bit about these medical conditions.

So Mr. Rowe grabbed for what he thought was the Narcan and it turns out it was Mivacron and he injected her with Mivacron and she went into respiratory arrest. This is on the way to the ER at Sacred Heart Hospital. He put an oxygen bag on her and tried to revive her.

At the ER he compounded the problem, unfortunately, by lying to the ER about what he administered. His partner went back to the truck and found that the Mivacron vial had been used and talked to Mr. Rowe and said, look, you've got to tell the truth. This woman's life is at stake. So finally he disclosed to the ER doc, I gave her Mivacron. Mr. Rowe was terminated after this incident. So we have really no defense as far as liability. Obviously, Mr. Rowe gave the wrong drug and he was disciplined for it.

So what this case is really about is how much

should the County pay. We're going into mediation August 17th. She is claiming at this point that the incident where she suffered loss of consciousness and CPR had to be administered to her for eleven minutes to revive her, she was in a coma for approximately 36, 38 hours, she began to experience delirium. She was eventually Baker acted at West Florida Hospital. This is under treatment on page two. She was there five days. She continued with Dr. Conrad, who has given a diagnosis of organic brain disorder secondary to an anoxic injury, which means lack of oxygen, and she's had treatment with Dr. Conrad on a pretty consistent basis since that time.

Her medical expenses -- this is on the last page of the summary. The plaintiff is required to give me or give us what their medical expenses are that they're claiming. To date they have not provided that for Sacred Hospital and West Florida Hospital and Baptist Hospital, but in order for us to offer them any money, we're going to have to get that information by August 17th to know what her medical expenses are.

I believe that based on a two-week stay in those two hospitals that she's probably looking at

least at 25 to $30,000 in medical expenses, and we know that Dr. Conrad probably charges 100 to 150 a visit and she has had at least 30 visits over the past four years. So that's my conservative estimate. It may be much more than that.

We also did a jury verdict survey of this type of injury with cognitive deficit and memory loss. Unfortunately, in trying to find a good range of jury verdicts, most people when they experience memory loss or lack of or loss of concentration or fatigue, it's usually due to a traumatic head injury or some type of physical injury from an auto accident. All she had was obviously just the injection of the Mivacron, which didn't leave any permanent injury to her arm or anything of that nature.

MS. LANDER: But she stopped breathing.

MR. PEPPLER. Right. I mean, that's the scary part. I mean, every time I talk to -- I've talked to my barber or I've talked to anybody and say what do you think this case is worth and they're all pretty much in shock that she was without oxygen for eleven minutes or however long it was. You know, one person, you know, well, it's worth a million dollars to me if they did that to me.

But the jury verdict range, taking out the traumatic physical injury, taking out loss of wages, because this woman was unemployed at this time, which is good for us as far as determining a settlement value, the jury verdict average is around $90,000 for this type of injury.

So I'm asking the Board for settlement authority when we go to mediation between 70 to 100,000. Hopefully, I can bring the case in under 100,000, but if they have a good and convincing argument with their medical expenses and a jury verdict survey that exceeds $90,000 average, then, you know, I would like your approval to settle this case within the statutory maximum.

COMMISSIONER BANJANIN: How are they defining organic brain disorder?

MR. PEPPLER: Well, that's an issue in the case. Dr. Conrad has come up with this diagnosis. As the treating physician I think he was trying to be generous to her, but in order to determine organic brain injury, you have to have a series of tests before the incident and a series of tests after the incident and you compare the two results and you can perhaps make a diagnosis that her IQ or her cognitive abilities have been diminished in some

way. We don't have that.

COMMISSIONER WHITEHEAD: The reality is we have no defense and we've got a statutory cap of $100,000, you know.

COMMISSIONER YOUNG: Did I miss something? How did we get involved; through the EMTs?

MR. PEPPLER: The EMT administered the wrong drug.

COMMISSIONER YOUNG: That's the key? Okay.

COMMISSIONER WHITEHEAD: I would say rather than a range, just say up to the 100,000, whatever the numbers crank out to, 70 to 100.

MR. TOUART: Is this in state court or federal court?

MS. LANDER: State.

COMMISSIONER BANJANIN: Who's her lawyer?

MR. PEPPLER: Stephanie Taylor.

COMMISSIONER YOUNG: Is it a possibility that the jury could go over $100,000?

MS. LANDER: Oh, yeah, but we can't be forced to pay. The jury can come back with an award well in excess of 100,000, but the Judge can only order the County to pay 100,000 and the rest has to come from a legislative bill.

MR. TOUART: Did she sue the individual?

MS. LANDER: No, you can't.

MR. PEPPLER: No.

MS. LANDER: It's true negligence. It's not willful and wanton. It's true negligence. It's malpractice. Mistakes do happen and that's why we have insurance.

COMMISSIONER DICKSON: I don't see any reason why we shouldn't agree to allow you to settle the matter.

COMMISSIONER WHITEHEAD: Yeah.

MS. LANDER: And if they accept that then the issue is going to be are they going to apply for a claims bill. When you settle, you settle and that's it. So I'm inclined to think that they might want to go to a jury verdict so that they can apply afterwards for a claims bill, but there's no harm in trying.

COMMISSIONER WHITEHEAD: What basis do they have for determining the damages, because her economic -- this sounds crass, but her economic value is virtually nonexistent.

MR. PEPPLER. Their theory is that because she now is not working and she needs her mother to help her with activities of daily living that she's going to need a --

COMMISSIONER WHITEHEAD: Assisted living.

MR. PEPPLER: Assisted living in the future.

COMMISSIONER WHITEHEAD: How old is she?

MR. PEPPLER: Thirty-nine.

COMMISSIONER WHITEHEAD: But she's going to qualify for Medicare because she's disabled.

MR. PEPPLER: You mean Social Security?

MS. LANDER: Social Security disability.

COMMISSIONER WHITEHEAD: Actually, Social Security and Medicare. She's probably qualified for Medicaid, both. Medicaid picks up, I believe, for disabled.

COMMISSIONER BANJANIN: SSI.

COMMISSIONER WHITEHEAD: Through SSI. But she would qualify for Medicaid.

COMMISSIONER DICKSON: Medicaid?

COMMISSIONER WHITEHEAD: Yes.

MR. PEPPLER: The other thing is that her mom has pretty much helped her even before this incident. She quit work.

COMMISSIONER WHITEHEAD: That's why I was wondering where you came up with the range on the jury verdicts other than just the appeal, the emotional appeal.

MR. PEPPLER. Well, we have these jury verdict

reporters that report verdicts and we try to find those cases with similar injuries.

COMMISSIONER WHITEHEAD: Similar cases.

COMMISSIONER BANJANIN: Has there been any independent exam done of her?

MR. PEPPLER: Yes, we had one done by our neuropsychologist back in June and she believes that all of her problems are attributable to her preexisting condition.

MR. TOUART: I see Dr. Turner's name mentioned. He is our psychologist, not psychiatrist. I see a bill in here from Dr. Turner for about 3,000 bucks.

MS. LANDER: Was she on the respirator when she was admitted initially into the hospital?

MR. PEPPLER. CPR was administered and she was able to breathe on her own after eleven minutes.

MR. TOUART: Dr. Turner is not the psychiatrist y'all are talking about, right; he's a psychologist?

MR. PEPPLER: Dr. Conrad is the psychiatrist.

MR. TOUART: I just saw a bill in here from Dr. Turner. He's our doctor.

MS. LANDER: Forensic evaluation.

MR. PEPPLER: He's not our doctor in this case.

MR. TOUART: He's the County's.

COMMISSIONER DICKSON: There are several Dr.

Turners in town. I know it's not the OB/GYN, but that's an example. Dave Turner is out there.

MR. PEPPLER: This is Brett Turner.

MR. TOUART: That's our doctor. He's a psychologist.

MS. LANDER: Is he a M.D.?

MR. TOUART: No, he's a psychologist.

MS. LANDER: This fellow is not a M.D.?

MR. TOUART: He's a counselor.

MR. PEPPLER: All he did was administer neuropsychiatric testing and all his results were destroyed by Hurricane Ivan.

COMMISSIONER WHITEHEAD: Authorization to go to 100,000. There's no sense battling that. There is no defense.

MR. PEPPLER: But the release would have to say they would not go after a claims bill, because wouldn't we be responsible for paying the claims bill?

MS. LANDER: Right. So that's why I'm inclined to think that -- you know, you can settle for more than your statutory limit. There's a way that you can do that, but you can't -- what the sovereign immunity means is that the Court cannot order us to pay more than 100,000, so we may have to come back

and talk about this again sometime depending on what happens at mediation. Because if they want just a little bit more than the $100,000 limit, then we'll find out what we would have to do, rather than risk a jury verdict and then a claims bill.

COMMISSIONER DICKSON: When we make the motion out there, you don't want us to use a figure though?

MR. PEPPLER: Correct.

COMMISSIONER DICKSON: I don't want to say out there, you know, up to.

MR. PEPPLER: No.

COMMISSIONER DICKSON: So we just authorize you to negotiate.

MR. PEPPLER. Settlement.

COMMISSIONER DICKSON: That's fine.

(The proceedings concluded at 4:15 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 18 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of August 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE SPECIAL ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 6, 2006
BOARD CHAMBERS, THIRD FLOOR, ESCAMBIA COUNTY COURTHOUSE
223 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 9:26 a.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Kevin W. White, District 5

AGENDA NUMBER

1. Call to Order

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 9:02 a.m.

2. Ratification of Scheduling of Meeting

Motion made by Commissioner Dickson, seconded by Commissioner Young, and carried 4-0, with Commissioner White absent, ratifying the scheduling of the Public Hearing *(Attorney-Client Session)* and publication of the public notice in the Pensacola News Journal on Sunday, September 3, 2006 *(in a block ad, Legal No. 69783, and* in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 4 – September 8, 2006 – Legal No. 69767 (with Commissioners D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, and Kevin White, County Administrator George Touart, Attorneys representing Escambia County, Charles V. Peppler, Alison Perdue Rogers, and County Attorney Janet Lander, and a certified Court Reporter to attend the Attorney-Client Session).*

MINUTES OF THE SPECIAL ATTORNEY-CLIENT SESSION – Continued

AGENDA NUMBER – Continued

3. Attorney-Client Session

The Board was advised by Chairman Whitehead that the Board would retire to the Conference Room for the Attorney-Client Session regarding Magaha v. Escambia County.

9:03 A.M. – MEETING RECESSED
9:25 A.M. – MEETING RECONVENED

4. Magaha v. Escambia County, et al.

Motion made by Commissioner Dickson, seconded by Commissioner Young, and carried 4-0, with Commissioner White absent, approving to allow the County Attorney to file a counter claim for a declaratory judgment and for temporary injunctive relief and a Writ of Mandamus in the Case discussed *(Ernie Lee Magaha v. D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, Kevin White, each as Members of the Board of County Commissioners of Escambia County, Florida (and not individually), and Escambia County, Florida)*.

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Special Attorney-Client Session of the Board of County Commissioners adjourned at 9:26 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

SEAL

Approved: September 21, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Old Courthouse Building, 223 Palafox Place, Third Floor, September 6, 2006, at 9:00 a.m., to wit:

Magaha v. Escambia County, et al

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. M. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V (NOT PRESENT)

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
ALISON PERDUE ROGERS, DEPUTY COUNTY ATTORNEY
CHARLES V. PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

Taylor Reporting Services, Inc.

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P R O C E E D I N G S

MS. LANDER: We're all here because -- this, of course, came very suddenly. Although we were expecting the complaint to be filed, the speed at which this is proceeding has been a little bit of a scheduling disadvantage for my office, but we've got it covered. But I have Charlie here, because once we get rid of the temporary injunction hearing, which is this Friday, then the case will be back on his desk, but I'll handle the temporary injunction. That's what is coming up.

Also, let me fill you in on what's been happening so far. Last Friday after I arrived at work I was notified that there was going to be a case management conference at 1:30 that day, last Friday. So we didn't know who had scheduled the case conference. We thought at first that it had been Judge Jones at the behest of Ernie Lee Magaha, but as it turned out it was Judge Skievaski who scheduled the case management conference. So the parties assembled and he told us that he was appointing another judge from Santa Rosa County, that he was disqualifying all the judges in Escambia County, and the judge that he chose was Judge Rasmussen, who is coming here in January.

COMMISSIONER WHITEHEAD: Rasmussen was first.

MS. LANDER: Yes, Judge Rasmussen. So Judge Rasmussen joined us in the courtroom and he said that he had a disclosure to make to the parties and the disclosure was that Judge Rasmussen attends the same church as Ernie Lee Magaha, Nix Daniel and Lisa Bernau and he wanted to know if any of the parties had a problem with that. Well, Nix Daniel rose to his feet very quickly and said, no, Your Honor, we have no problem with that at all. And I just kind of shook my head and I stood up and I told the Judge that I needed to discuss this with my clients and the earliest I can get back to you is next Thursday. I will have to schedule a meeting in the shade. And Nix Daniel stood up and said, oh, just do a telephone poll and you can come back and tell the Court what they all said. And I said, no, I'm not going to poll the Board on a matter they have to vote on and disclose the results of that before they have an opportunity to vote on it.

So Judge Rasmussen went upstairs to talk to Judge Skievaski. Judge Skievaski came down a few minutes later and he said Judge Rasmussen is out and Swanson is in. So we didn't have to wait for the purpose of finding out if you had an objection. It

was presumed that you would object and so that's no longer an issue.

Then the next matter for Judge Skievaski was the setting of a hearing on the motion for temporary injunction.

(Phone ringing.)

MS. LANDER: Setting a hearing on the motion for temporary injunction. The Clerk is seeking -- in his complaint, he's seeking that the Court temporarily enjoin the Board from going forward with its plan as set forth in the resolution. And the reason that he gives of the irreparable harm is that it will spend taxpayers' money and duplicate services. He really has not alleged a case for the issuance of a temporary injunction, but it's always very dangerous when you have parties that are this closely related to the Court, even though it's Judge Swanson. I feel confident that Judge Swanson will give us a fair hearing. I'm not worried about that.

I have tried to secure the services of an expert witness for this Friday, but I have been unsuccessful because they have conflicted out or the most recent one that I have contacted is on a sabbatical. She would be wonderful but she's not going to be able to do it on Friday. So when you

have just a few days to pull together witnesses, you're not going to be working at an advantage. It's okay, though. A temporary injunction, even if he issues it, can be dissolved at any time, and as soon as I get somebody on board, I'll schedule it for another hearing, but I'm not convinced the Judge will issue a temporary injunction for a variety of reasons.

But what I needed to assemble you for in addition to bringing you up to speed on all of this was to ask for your permission to file a counterclaim for a declaratory judgment, temporary injunction relief and a writ of mandamus against the Clerk. Now, the Clerk is not paying the Solbourne bill. An invoice was presented. It was dated July 21st and that bill is one day overdue now and he is just not paying it.

COMMISSIONER DICKSON: Which bill is it?

MS. LANDER: Solbourne. Solbourne is the implementer of the Oracle system. The Board has already approved the contract. It's a fully executed agreement. The first invoice has already been paid by Magaha, so the only thing he's supposed to be looking at as a part of his preaudit function is the legality of the expenditure, does it serve a

public purpose. That's presumed when you have a contract. Was it let in accordance with the purchasing or competitive procedures? Absolutely yes. Is there money in the budget to pay for it? Absolutely yes. Those are the three points of inquiry that he can make, so there's really no reason, so I'm including in this a writ of mandamus where the Court will compel him to pay the bill.

I will file this, I have to file this no later than tomorrow at 1:30 in order for me to argue for our temporary injunctive relief. I am asking the Court -- and I don't feel the Court will grant this relief for the same reason that I don't think he's going to grant Magaha's request for relief, because temporary injunctions are rather severe. But I'm asking the Court to order Magaha to give us the software, the Trace Sun software, so that we can begin running it. It's going to have to be run until we're ready to switch over to Oracle and if we're going to start doing what we said we were going to do in the creation of the finance department, we need that software. So I don't know if they have received the notification from the County, the request pursuant to the Board action.

We haven't sent out the letters yet to the

employees because there is an amendment to the recommendation, not the resolution: The resolution remains unchanged, but the recommendation originally contemplated the transfer of the employees. If we try to transfer the employees, we will shoot ourselves in the foot. There's no way that we can seize employees of another constitutional officer, so we've got to revise the recommendation to give them a right of first refusal. We will offer the positions to them and give them priority in the consideration of hiring, but, no, we're not going to transfer those functions. So we do have to go back and amend the recommendation before the staff is authorized to send out the offers. So that's been a little bit of a hold up, as well.

Once we get through Friday -- the worse case scenario, let me explain what might happen. If the Judge issues the temporary injunction, we must delay the implementation of the resolution, which is the finance department. We can't take any action in furtherance of that until the temporary injunction is dissolved. So that would be the worse case scenario.

COMMISSIONER WHITEHEAD: Point of clarification now. That would prevent us from taking the

function. There's nothing in that injunction that would stop us from creating our own department.

MS. LANDER: That's what I'm going to argue. That's what I'm going to argue. There is nothing in the resolution that would transfer function. There's nothing in that resolution, absolutely nothing. He is seeking to have the resolution declared unconstitutional.

COMMISSIONER WHITEHEAD: But we're not even implementing the resolution. What we've made the decision to do is to go ahead and build our own finance department.

MS. LANDER: Right.

COMMISSIONER WHITEHEAD: He can't get an injunction to stop that, can he? Is that what he's asking for?

MS. LANDER: Yes, that's what he's asking for. He's trying to stop us from building a finance department.

COMMISSIONER WHITEHEAD: I mean, there are other counties in the state of Florida that have finance departments.

MS. LANDER: Right.

COMMISSIONER WHITEHEAD: I thought he was trying -- I guess I misunderstood because I thought

when we talked before that he was attempting to enjoin us from implementing the resolution.

MS. LANDER: Right.

COMMISSIONER WHITEHEAD: So he's going after both?

MS. LANDER: Well, the resolution is the creation of the finance department.

COMMISSIONER WHITEHEAD: The resolution was to transfer, the resolution from the government commission.

MS. LANDER: Your resolution -- and I think I have it in here somewhere. Let me show you what it says.

COMMISSIONER WHITEHEAD: Then I'm confused. I thought our resolution was to transfer the function.

MS. LANDER: No, that was the recommendation. Here's the resolution. The resolution has a lot of whereas clauses in it, but what it does is it just creates the finance department. I'll read it for everybody.

Beginning October 1, the structure of Escambia County Administration is hereby amended to create a finance department under the direct supervisory authority of the County Administrator that shall have amongst its responsibilities preparation of

payroll for County employees, accounts payable, accounts receivable, fixed assets, project grants and associated administrative functions necessary to support those responsibilities.

And then the specific duties of the finance department shall include but not be limited to calculation of time worked, preparation of payroll checks, deposits, fund transfer authorizations except that all authorizations mandated by the Florida Constitution and Florida Statutes shall still be required by the appropriate party. Preparation, as necessary, of payroll reports for outside agencies. It goes on somewhat. But it does not say anything.

And then the next thing it says the finance department shall provide periodic reports and supporting documentation to the Clerk to allow him to fulfill his function as auditor and accountant for the County and allow him to authorize disbursement of funds as provided by the Constitution and the laws of Florida. At the discretion of the County Administrator and upon approval of necessary budgetary appropriations, an additional position by the Board of County Commissioners, the finance department may fulfill

the responsibilities described in this resolution by hiring additional employees or by contracting for specific services with an independent contractor in accordance with the County's established procurement procedures.

What you're recalling, Commissioner Whitehead, is the recommendation. Part F of the recommendation was to transfer the function. Part A of the recommendation is to adopt the resolution.

COMMISSIONER WHITEHEAD: Okay.

COMMISSIONER DICKSON: All right. If we go ahead and establish the finance department, we also then withhold the funds in his budget that would normally have gone to him for that function, which I think is like $130,000 or something like that?

MS. LANDER: Right. The way that we're going to handle that, recognizing that there may be a duplication of services, is that -- I spoke with Jan Kassab about this. The plan is -- he will continue to do it. He will invoice us.

COMMISSIONER DICKSON: On an individual --

MS. LANDER: Yes. We will pay him based on invoices on a monthly basis, so there won't be a vacuum, but the difference is rather than just include it as a line item, which lets him do

whatever he wants with it and then we can never get it back no matter what the results of the case, is to control it on a month-to-month basis.

COMMISSIONER DICKSON: Okay. That sounds all right. I mean, as long as we've got control over it. Even if he does it for one month and we pay him and then it transfers, we want to be able to have access to those funds.

MR. TOUART: We're escrowing it.

COMMISSIONER DICKSON: What?

MR. TOUART: We're escrowing the money into an account specifically for the Clerk's operation.

MS. LANDER: We'll keep that covered.

But in his complaint, he is seeking to have -- I'll tell you exactly what it says.

He is saying that the implementation of the resolution including -- and this is where he's wrong -- including, but not limited to, the transfer of personnel and amendment to the budget of the Clerk of the Court -- the resolution does neither. It does neither of those -- will cause irreparable harm to the Plaintiff in the discharge of his constitutional and statutory obligation and to the citizens of Escambia County in that manpower and funds will be expended unnecessarily pending a

resolution of this matter. That really is not a good basis for the issuance of any kind of relief. But that's what he is saying and he's wrong on both counts.

So, you know, I always prepare for the worse and hope for the best as these things go. A temporary injunction, let's assume that he can't carry his burden, which is a very heavy burden, and the Judge denies his motion. Let's assume that the judge also denies our motion. We're sort of stalemated, because we still can create our finance department, but we don't have the system to operate it. So we've got a request in here for a speedy hearing and resolution of the matter.

Then we'll just move on to the declaration of rights, which will be a result of an evidentiary hearing. It may take a couple of days to get through the hearing and then we have to wait for the Court to make a decision and then we have to see if the losing party wants to take an appeal to the next level. So there's no real control.

COMMISSIONER DICKSON: If it went past October 1st, which is the date --

MS. LANDER: Which in all likelihood it will.

COMMISSIONER DICKSON: It's more likely it

will --

MS. LANDER: Right.

COMMISSIONER DICKSON: Then they would continue to do the functioning of the payroll on a monthly basis and at some point, hopefully, if it comes out in our favor, then we switch over.

MS. LANDER: That's the plan.

Now, when we get out, I'll just ask you to move to authorize me to file --

MR. TOUART: Before you do that, let me talk to the Board a little bit about Solbourne. This is a very serious situation, guys, that he's not paying Solbourne's bill. It kind of reminds me of another bill he didn't pay, but the bottom line is, this is very serious in that they're not going to work for nothing and everyday past today, which is the first day of the 45 day state law that he's violated, in my opinion, that we are -- we're being set back on our implementation, which is, obviously, in the long run going to cost this county more money. I think that should be some type of arguing point, because this is dragging the project out. These people were scheduled to be here. They don't have anyplace else to go, so it's causing some real concerns on my staff's part as far as implementation.

MS. LANDER: George, to calm your fears, I have addressed both of those issues of cost. In my count for mandamus, I'm getting the exact number on the cost to the County for the delay. In addition to that cost, we have the additional cost of one percent a month on the unpaid invoice. So, yeah, those are all in the request for a preemptory writ of mandamus.

MR. TOUART: Ultimately, the taxpayer will be paying if we win and that's what's sad about this whole thing.

MS. LANDER: Right.

COMMISSIONER DICKSON: Your motion --

MS. LANDER: I ask that you move to authorize my office to file a counterclaim against the Clerk for declaratory judgment, temporary and permanent --

COMMISSIONER DICKSON: Just give me the thing and highlight it. There's no sense in me sitting here and writing it out.

MS. LANDER: Just go by that.

COMMISSIONER DICKSON: This right here?

MS. LANDER: Yeah.

Did anyone have any questions or comments?

COMMISSIONER YOUNG: What does it mean when he says sue Escambia County and the Board members

individually? What does that mean?

MS. LANDER: Well, it doesn't mean anything under the law. Under the law, which he cites, by the way, there is --

COMMISSIONER DICKSON: But he says and not individually. He says not individually. He's not individually suing us.

COMMISSIONER WHITEHEAD: Parenthetically insert it right there.

MS. LANDER: It's superfluous. It is truly verbiage, it's superfluous wording. Under the law when you sue the Board of County Commissioners -- the Board of County Commissioners can sue and be sued in the name of the County, not in the name of the Board of County Commissioners. I was really surprised that they put it like that, but it means nothing except it requires them to serve you individually, which was a waste of time, but it has no legal effect on any of you because it's really a suit against the County, Escambia County.

MR. TOUART: Can I ask one other question? Everything I get from him now in the way of signature he's using Escambia County Circuit Clerk and Comptroller. Would you explain that to the Board?

MS. LANDER: I can't explain that to the Board, but what I have done is I have denied in my answer to his complaint that he is the comptroller. We do not have a comptroller in Escambia County. There is no special act that creates the office. It was repealed. And I'll introduce that into evidence at the -- we'll get around to that. It's a small point, but it's a nagging point. I know that.

Also, I have filed a motion already with the Court that the Clerk of Escambia County not handle any of the dockets, pleadings or do the minutes related to this case and that instead the Clerk of Santa Rosa County, Mary Johnson, will be the one to receive all the pleadings, do all the documents and attend all the hearings and take minutes of all of the case proceedings. It's inappropriate for a party to be the Clerk to the Court.

So that brings you up to date on everything. We've been working -- it's really been a very active week and it will move fast. It will move forward very, very quickly and not gather any dust. I only need one expert witness and that's to explain to the Court that an accountant as described in the statute can be many things. The statute does not say the Clerk will do all the accounting for the Board of

County Commissioners. It will be the clerk and accountant. There are some hints in the statute as to what that entails, so our job is to explain to the Court that doing payroll and account receivables and the other aspects of the resolution are functions that do not encroach on his role as the custodian of funds and auditor and recorder and accountant.

COMMISSIONER DICKSON: Were any of the counties that have finance departments now, do any of them have an expert witness that might be available?

MS. LANDER: I'm going to use somebody locally. What I have done is I have been in touch with the County Attorney, the Florida Association of County Attorneys, and with two exceptions all the counties have the clerks do all that for them except if you've got a charter county. A charter county is very different. The clerks don't always have to be constitutional officers. They remained constitutional officers in Pinellas County, but in Broward County and Palm Beach County and many other counties they are appointed employees of the Board. You know, they will have a finance department. They will have a county auditor. It's very different. So we're really blazing new territory here because

nobody else other than Pinellas and St. Petersburg, we really don't have a lot of Oracle experience in the State of Florida, so we're on the cutting edge here, and what we do may make life a lot easier or a lot more difficult for the other counties in the state as they try to come into 21st Century technology because clerks are always resistant to that.

If there's nothing else, we'll go back into the Sunshine. I have another shade meeting with y'all tomorrow.

(The attorney/client session concluded at 9:30 a.m.)

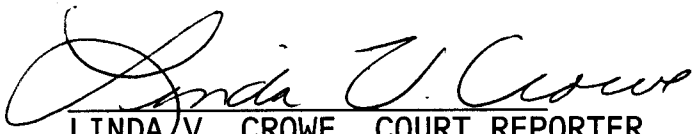
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 19 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of October 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 21, 2006
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:00 p.m. – 4:21 p.m.)

Present: Commissioner D. M. "Mike" Whitehead, Chairman, District 1
Commissioner J. W. "Bill" Dickson, Vice Chairman, District 2
Commissioner Thomas G. "Tom" Banjanin, District 4
Commissioner Kevin W. White, District 5
Commissioner Marie K. Young, District 3
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

AGENDA NUMBER

1. Call to Order

Chairman Whitehead called the Meeting of the Board of County Commissioners to order at 4:00 p.m.

2. Attorney-Client Session

The Board was advised by Chairman Whitehead that the Board would conduct a private Attorney-Client Session regarding Rodney and Eunice Williams v. Escambia County, Case No. 2003 CA 729, and Escambia County v. Rodney Williams, Case No. CE 2000-09-0153 *(with Commissioners D. M. "Mike" Whitehead, James W. "Bill" Dickson, Marie Young, Tom Banjanin, and Kevin White, County Administrator George Touart, Attorneys representing Escambia County, Charles V. Peppler, and County Attorney Janet Lander, and a certified Court Reporter to attend the Attorney-Client Session)*, which was advertised in the Pensacola News Journal on September 17, 2006 *(in a block ad, Legal No. 69809, and* in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 18-22, 2006 – Legal No. 69820).*

4:00 P.M. – MEETING RECESSED
4:20 P.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

AGENDA NUMBER – Continued

3. Rodney and Eunice Williams v. Escambia County and Escambia County v. Rodney Williams

   Motion made by Commissioner Dickson, seconded by Commissioner Young, and carried unanimously, approving to reject the offer that has been proposed and authorizing the County Attorney to negotiate with Rodney and Eunice Williams to purchase the property *(relative to Rodney and Eunice Williams v. Escambia County and Escambia County v. Rodney Williams, Case No. 2003 CA 729, and Escambia County v. Rodney Williams, Case No. CE 2000-09-0153).*

ADJOURNMENT

There being no further business to come before the Board, Chairman Whitehead declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:21 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. M. "Mike" Whitehead, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____
Deputy Clerk

Approved: October 5, 2006

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held in the Board of County Commissioners Chambers Conference Room, Escambia County Administration Building, First Floor, 221 South Palafox Place, Pensacola, Florida, on September the 21st, 2006, at 4:00 p.m., to wit:

Rodney and Eunice Williams v. Escambia County
Case No. 2003 CA 729

and

Escambia County v. Rodney Williams
Case No. CE 2000-09-0153

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. M. "MIKE" WHITEHEAD, DISTRICT I
JAMES W. "BILL" DICKSON, DISTRICT II
MARIE YOUNG, DISTRICT III
TOM BANJANIN, DISTRICT IV
KEVIN WHITE, DISTRICT V

ALSO PRESENT:

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
CHARLES V. PEPPLER, ASSISTANT COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

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ORIGINAL

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PROCEEDINGS

MR. PEPPLER: We have Linda here take down every word we're saying and we're talking about the Williams case and I have the chronology of events for the Williams case right in front of you. We've already discussed the case once before, and Chairman Whitehead is pretty familiar because it's in his district.

But this is the case in which Rodney Williams had purchased some land from Mary Lou Nall at the corner of Muldoon and Midas and wanted to clear the land and fill a great big gravel pit that's in the southwest corner of the land and he began doing this without getting his land clearing permit from the County. And Mr. McKissack, as you recall, is right over here, has been a property owner there since about 1950.

And he got his land clearing permit. And this was the diagram that Mr. Williams wrote on the permit as to what he was doing. He was going to fill in this gravel pit, which extended over to the Motts' property. The Motts now own this property to the --

COMMISSIONER WHITEHEAD: The south.

MR. PEPPLER: -- south. Then he was going to

clear all the underbrush.

Well, it turns out that contrary to the land disturbing permit, he brought in about 400 truck loads of fill dirt and not only filled in the gravel pit but raised the level of his property a couple of feet, especially in this area here, and he blocked this culvert with clay. And there was a natural gully that fed into the gravel pit and provided natural drainage during rainstorms, which he also filled in.

Of course, you know what happened. Mr. McKissack's property to the north began to flood and our Code Enforcement people cited Mr. Williams for that. There was a hearing. As you can tell on the chronology, Mr. Williams lost at the hearing. He appealed. He lost the appeal. And then came judgment day when the Court said, well, you know, the County can now enforce its order in which Special Master Smith said, well, you either have to obtain a stormwater management permit or you can reopen -- take the dirt out of this gravel pit, reopen the gully and unblock this culvert.

So we met with Mr. Williams trying to reach an agreement with him without trying to take all this dirt out, which he had paid for or at least brought

on the property, and reopen the gully and the culvert, and we reached an agreement that we would build a temporary retention pond, which is what this is, on this portion of his property. This used to be the gravel pit that he filled in, and we built a retention pond there. And Mr. Williams, after agreeing to the retention pond being built, saw it being built and decided this is not what he wants and filed suit about a couple of weeks or at least a week after we started building the pond. So that's the suit for inverse condemnation which was started on April 3rd, 2003.

In the meantime, we had expended about $20,800 -- and I'll go over this real quick because we only have another 15 minutes left -- because we had to build this pond and we got the Special Master to award us $20,800 for building the pond, plus $17,500 in fines because he did not comply with the order.

He appealed that order and Judge Nobles affirmed that order back in August of 2005. In the meantime, the suit, that I'm defending, the inverse condemnation suit is going on. He went into federal court. I got him bounced out of federal court and now he's in state court and we're coming up for a

jury trial on May 1st and 2nd. I think before that I met with you all to decide if we could settle the case again. I think we went through mediation. I think I've met with you twice before on this case and this is the third time.

Well, we won the trial. The Judge said there was no taking. We didn't do anything wrong. We had a perfect right to build the retention, because McKissack was getting flooded out and we filed a motion for costs of $10,500.

The appeal on the fines and costs, that was affirmed on June the 19th, and then three days later the Williamses filed an appeal on the case that we won with regards to the inverse condemnation.

So that brings us to the proposal that the Williamses are making here. They're saying that they have a buyer that will pay them $53,000 and what the Williamses are going to do, we're going to pay off our mortgage on this property for $17,000. Then we're going to pay the County the $22,801 for building the pond. Then we're going to pay the County the costs of defending the suit and whatever that net is, or 2,600, we're going to pay costs for recording, you know, corrective instruments and doing what we need to do to make the title good and

paying off the accrued taxes. And then whatever is left will go towards that 17,500 in fines. And that's what Mr. Rigby on behalf of the Williamses is proposing as a means to resolve this.

Now, I know Chairman Whitehead has his own thoughts on what we should do.

COMMISSIONER WHITE: What are they?

COMMISSIONER WHITEHEAD: Let me explain them. There's a number of properties to the east of his property, one of which is Andrew Blewer, who has been down here for years complaining about drainage.

My suggestion was that we -- it's a twofold approach. Did you get a chance to talk to Rigby this afternoon?

MR. PEPPLER: I left a message and he hasn't called me back.

COMMISSIONER WHITEHEAD: I believe we should take this corner and make a holding pond out of it. It will address a lot of issues. We're going to have a holding pond on site. He's got another buyer and if we wanted to take it at that point, then we've got to go through condemnations proceedings where we know we're going to pay at least 53,000 for it, plus the attorney's fee and everything involved, plus whatever other value they could potentially get

out of it.

My suggestion was to offer Rodney Williams $56,000 for the property, which is 3,000 more than they're getting, so let him walk with 3,000 in cash. The balance of the money comes to us and to the bank, 17,000 to the bank, and that way -- because what we haven't addressed is the property immediately next door, the Mott property. A portion of this spills over onto their property, as well. He's got a beautiful home they have built there. They were unaware of everything that was going on now, so now they've got about a half of a piece of a holding pond that's left that we won't allow them to fill in or do anything with, so they've got this eyesore in front of their home. They've probably built a $200,000 house there.

We can take this corner. We can build a small retention pond on it. It would address Mr. McKissack's problem, which has been a longstanding issue. It will take care of the Mott problem. We can take care of Andrew Blewer and all of this area with very little cost. It just makes sense. Apparently, what they are intending to do is build townhouses on this thing, which means additional parking, additional nonimpervious surfaces, which is

going to compound -- we're right back where we started, we've compounded the issue for that area over there. And it just seemed to me if we could do something along this line we come out ahead, we look like champions, because we're actually solving a problem in that little community and it's not going to cost us anything. When you get right down to it the costs to us out of pocket is going to be about $3,000, because we've already expended the rest of it.

COMMISSIONER DICKSON: Let me ask a question. Of this 40,300 up here, the Special Master, in costs and fines, that has not been paid off or anything. Does that figure into this up here at all?

MR. PEPPLER: The $22,801.20 is the cost that we paid Panhandle Grading to make that pond.

MS. LANDER: It's a little more than half of that 40,000.

COMMISSIONER DICKSON: So we will be getting back half of what the Court awarded us.

MR. PEPPLER: Right. The out of pocket we actually had to pay Panhandle.

COMMISSIONER DICKSON: Is there a reason that you want to offer 56,000? Is that because he has a buyer?

COMMISSIONER WHITEHEAD: Well, there's two reasons. One, he's got a buyer, apparently, at 53, and my other suggestion was for us to put the buyer on notice that we intend to condemn the property. That will shut that deal down. The buyer will in all likelihood walk.

The $3,000 will be -- really, it's $3,000 to get the attorneys out. We'll pay more than that in attorney's fees for a condemnation hearing, if we go in and condemn the property the next time around. So we come out ahead. Our staff doesn't have to spend anymore time on it. That's for the process and if we give him a little bit of folding money, it makes him a lot more amenable to working with us. Because right now he hates us. I mean, there's not a doubt about it. He's not a happy camper. He has spent a lot of money out of pocket fighting this thing and he's not walking away with a dime.

It just seemed to me to be a easy way to get something to benefit the neighborhood. And I throw that out because long range that's what I wanted to see happen there anyway. I was willing to use some of my LOST money to go ahead and see a pond constructed, something that would be nice and would fit into that area. Just to me it seemed like a

win/win. That's all.

MS. LANDER: Didn't we offer to buy this property the last time we had an attorney/client session?

MR. PEPPLER: Correct.

MS. LANDER: What did we offer him then?

MR. PEPPLER: We offered to pay him 5,000 plus. Then we would waive the 40,000 in fines and costs. We would pay him 15 in attorney's fees and then he would give us title to the property. He would have to pay off the mortgage on his on.

MS. LANDER: So he would have had a better deal then if he had accepted that.

COMMISSIONER WHITEHEAD: That was before he lost. I mean he's had a slam dunk. The courts have not seen it his way at all. I'm suspect he's just wanting to stop the bleeding at this point.

MS. LANDER: We're foreclosing on it, are we not?

MR. PEPPLER: We haven't started that.

COMMISSIONER WHITEHEAD: I asked that question the last time and you actually said let's hold off on the foreclosure until we get through the court proceedings because you felt like that might influence the Court. This would avoid us having to

go through the entire foreclosure process.

MS. LANDER: Well, he can't sell unless he satisfies all of these outstanding liens, so if we don't agree to this, then he's going to have to satisfy 40,000 instead of $22,000 at the closing table. So if we say no, he's not going to be able to close. But I don't know how binding his agreement is with the potential buyer, do you?

MR. PEPPLER: No. I mean, the settlement that we're proposing or that they're proposing is contingent upon them closing with this buyer.

MS. LANDER: See, if they've already got a binding contract contingent only upon the settlement of this lawsuit, then we are not in a position to take the place of that buyer because they've already got a contract.

COMMISSIONER WHITEHEAD: No, but what we do is refuse to accept this because we are eating another $18,000 or roughly that. We can refuse to do that and then make the offer.

It's pretty much -- it's got to be a contingent offer. There's no way that that sales contract can be locked in, I don't believe.

MS. LANDER: Right, it would be contingent upon settlement.

COMMISSIONER DICKSON: Is this coming from Rigby?

COMMISSIONER WHITEHEAD: Rigby.

MR. PEPPLER: Hopefully, with Rodney and Eunice's authorization.

COMMISSIONER DICKSON: If we say no to this, they still owe us 40,300 and the 10,500, right?

MS. LANDER: That's right.

COMMISSIONER DICKSON: So they owe us these two combined?

MS. LANDER: Fifty thousand.

COMMISSIONER DICKSON: Right, roughly $50,000.

COMMISSIONER WHITEHEAD: But the property is not worth that is the problem when you add the $17,000 on top of it.

MR. PEPPLER: Then you've got to pay off -- foreclose the deal with the mortgage company.

COMMISSIONER WHITEHEAD: See, there's 17,000 first mortgage on the thing that has to be resolved.

COMMISSIONER DICKSON: So if we don't -- if we foreclose, we lose this and then we have to pay that off.

COMMISSIONER WHITEHEAD: Yeah.

MR. PEPPLER: We have to pay the mortgage company off.

MS. LANDER: Right.

COMMISSIONER DICKSON: So, in essence --

COMMISSIONER WHITEHEAD: You recoup no costs at that point.

COMMISSIONER DICKSON: So we would be making the offer and he would be smart, really smart, which it doesn't sound like he is.

MR. PEPPLER: I think we've made him smarter.

COMMISSIONER WHITEHEAD: It's been chasing principle is what he's been doing and it's costs him a lot of money. I think the appropriate way to do it is to decline this and then come back with an offer, because that will then kick in the termination of their existing sales contract. I think procedurally that would be the appropriate route if we say we pass on this offer. We are willing to make this offer, because then --

COMMISSIONER DICKSON: A counteroffer.

COMMISSIONER WHITEHEAD: No, it's not even a counteroffer. I just want this offer to die because their sales contract will die, but then we say, but we do have an offer for you. I mean, again --

MS. LANDER: Right. But we will not agree to this.

COMMISSIONER WHITEHEAD: Because you have to

make the statement hand in hand, but I do think it's important that we simply reject this so we can move to the next phase. But it will address an awful lot of issues, and, hopefully, it will keep Andrew from ever darkening the doors again. That's Marie's favorite, I know.

COMMISSIONER WHITE: But she was trying to harass him that one night.

COMMISSIONER WHITEHEAD: Anyway, that's where I'm at on the thing, and I hope I didn't bore y'all to tears, but it's just been a longstanding problem over there.

COMMISSIONER DICKSON: Let me ask you this other question, though. If we offer 56, do we have to get an appraisal on this thing and everything? I mean, you said you're not sure what it appraised at. We can move without the appraisal?

MR. TOUART: The 53 was the agreed upon amount the lawyer offered to you.

COMMISSIONER DICKSON: No, but I'm talking about if we say no, we don't want anything to do with that and then we come forward with our --

MS. LANDER: We can check value that the property appraiser has it, is carrying it at. We don't have to do a full scale appraisal, but we can

certainly check against the assessed valuation. If we're paying more than the assessed valuation, it will require a super majority vote of the Board.

COMMISSIONER DICKSON: That's the reason I'm bringing it up. What if we then say, okay. We were talking about 56, but if it came back and it only appraises at 42 --

COMMISSIONER WHITEHEAD: A super majority of the Board is required at that point.

MR. PEPPLER: Their appraiser has appraised it at 48 as of April of '03.

COMMISSIONER WHITEHEAD: Well, the land values have gone significantly higher.

COMMISSIONER DICKSON: I'm thinking how we can get there without, you know --

MS. LANDER: We can use their appraisal. Now we have our new ordinance. I think we have the final hearing on it tonight. We can certainly have an appraiser look at that appraisal, update it and be in the ballpark.

MR. TOUART: Well, another thing to consider is all the 17,000 in one way or another is coming back to the County.

COMMISSIONER WHITEHEAD: That's the beauty of the deal.

COMMISSIONER DICKSON: I understand.

COMMISSIONER WHITEHEAD: And we shut down what has been an expensive operation for staff.

COMMISSIONER WHITE: For years.

COMMISSIONER WHITEHEAD: For years.

COMMISSIONER WHITE: I don't have a problem with that.

COMMISSIONER WHITEHEAD: We've got a lot of costs sunk into this thing.

COMMISSIONER DICKSON: So the motion would be to reject the Williams proposal and leave it at that. We don't say anything else because that gives our hand away. So we say we reject the Williams' proposal.

COMMISSIONER WHITEHEAD: Well, I would say, secondarily, authorize staff to negotiate with the Williamses for acquisition of the property to a maximum of 56,000.

COMMISSIONER YOUNG: Do you need to say the total?

COMMISSIONER WHITEHEAD: I think we have to say the upper limit in here.

MR. PEPPLER: In here.

COMMISSIONER WHITEHEAD: Not out there.

COMMISSIONER WHITE: I'm fine with that.

COMMISSIONER WHITEHEAD: What motion do you want out there?

MS. LANDER: To reject the Williams proposal and to authorize staff to proceed with negotiations for the acquisition of the property in accordance with the Board's instructions.

(The Attorney/Client session concluded at 4:22 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 16 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of October 2006.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD MARCH 8, 2007
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:32 a.m. – 8:49 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5
Commissioner Marie K. Young, Vice Chairman, District 3
Commissioner Grover C. Robinson, IV, District 4
Commissioner Gene M. Valentino, District 2
Commissioner D. M. "Mike" Whitehead, District 1
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

AGENDA NUMBER

1-2. Call to Order – Attorney Client Session

Chairman White called the Meeting of the Board of County Commissioners to order at 8:32 a.m., and was advised by Chairman White that the County Attorney requests that the Board retire to the BCC Conference Room for the Attorney-Client Session regarding Rhonda Hughes v. Escambia County (*which was advertised in the Pensacola News Journal on March 6, 2007, in a block ad, Legal No. 70489).*

3. Rhonda Hughes v. Escambia County

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning the Case, Rhonda Hughes v. Escambia County:

A. Approving to direct the County's Attorneys to settle the Case for $200,000, as proposed, with $100,000 to come from Escambia County and the other $100,000 contingent upon a Bill to be submitted to the Legislature; and

B. Approving that the Board does not support any amount in excess of $200,000.

8:32 A.M. – MEETING RECESSED
8:48 A.M. – MEETING RECONVENED

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

ADJOURNMENT

There being no further business to come before the Board, Chairman White declared the Attorney-Client Session of the Board of County Commissioners adjourned at 8:49 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: K W White
Kevin W. White, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

Patricia M. Cotton
Deputy Clerk

Approved: March 26, 2007

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held at Escambia County Government Center, Board Meeting Room, First Floor, 221 Palafox Place, Thursday, March 8, 2007, at 8:30 a.m., to wit:

Rhonda Hughes v. Escambia County
Case No. 2005 CA 1685

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. J. "MIKE" WHITEHEAD, DISTRICT I
GENE VALENTINO, DISTRICT II
MARIE YOUNG, DISTRICT III
GROVER ROBERTSON, DISTRICT IV
KEVIN WHITE, DISTRICT V

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY
CHARLES V. PEPPLER, CHIEF LITIGATION ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

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PROCEEDINGS

MR. PEPPLER: Before you I have the case of Rhonda Hughes versus Escambia County. In the letter that's dated March the 6th, 2007, it summarizes the settlement negotiations, and basically what happened was this case was filed in 2005, and I'll discuss the settlement negotiations first and then I'll get to the facts of the case.

They had made a demand during mediation in trying to settle this case for three million dollars. The highest offer that was at mediation, because the demand was so outrageous, was around $5,000, and mediation ended rather quickly that morning.

(Commissioner Young enters.)

MR. PEPPLER: We then made an offer or proposal for settlement, a settlement of $100,000, and that's pursuant to our statutory waiver of immunity cap. In a personal injury claim all a county is required to pay is up to $100,000, and if there's more than one person injured or involved in the accident or claim, then you can go to a maximum of 200,000.

Settlement negotiations continued after the mediation. They came back with a demand of 895,000.

After further review of the verdicts that could be obtained in a case like this, I made an offer of 150. We got on the phone and we arrived at a figure of 200,000.

08:35 Now, what would happen is we would pay the $100,000 pursuant to our statutory authority and the plaintiff and their attorney, along with the lobbyist, would have to go to the legislature and obtain what's known as a claims bill to obtain the 08:35 remaining 100,000, and should they obtain a claims bill, meaning both houses of the legislature said, yeah, Rhonda Hughes, you're entitled to an additional 100,000 or 50,000, then once that bill is passed then we would pay that next year or whenever 08:35 the legislature meets, whenever this gets before the legislature.

And the reason we're recommending or I'm recommending this settlement is, if you look at the second document before you, Ms. Hughes has a very 08:36 complicated medical history, which is summarized in the first paragraph. Basically she had -- you have it right there, Ms. Young.

COMMISSIONER YOUNG: This one?

MR. PEPPLER: No, the other one.

08:36 MR. TOUART: Does all the Board know the

history about this case?

MR. PEPPLER: That's what I'm trying to do right now.

COMMISSIONER WHITE: Is this the lady that was -- that got the wrong drug from EMS?

MR. PEPPLER: Correct.

MS. LANDER: Correct. And that person was fired. The liability is clear. We're not addressing the liability. The liability is there. It was negligent administration of a drug. She was in a coma for how long, Charlie?

MR. PEPPLER: About 36 hours.

MS. LANDER: Thirty-six hours. So the liability is there. The question is damages.

MR. TOUART: Some of the commissioners may not even know what we're talking about here.

MR. PEPPLER: That's why I'm getting into that. So that's what brought us here today. This woman had a complicated medical history prior to being administered the wrong drug. And what Mivacron is used for, it's called a paralytic, it's used for relaxing muscles in the throat so you can intubate, and this paramedic reached for the wrong vial. He was going to give her Narcan, which sort of awakens a person after they've fainted or lost

consciousness.

MS. LANDER: They've overdosed. You use Narcan if they've overdosed.

MR. TOUART: She's a nurse, not you.

08:37 MR. PEPPLER: Right. So he reached for the wrong vial, injected this into Ms. Hughes and she went into respiratory arrest. There was a lack of oxygen to her brain, which caused the coma, and then other delirium and other symptoms.

08:37 And I've listed those symptoms on the second page of the summary. She was claiming a short-term memory loss, in other words, she couldn't remember to take her drugs from her previous condition.

(Commissioner Robinson enters.)

08:38 COMMISSIONER ROBINSON: Good morning.

MR. PEPPLER: The activities of daily living were affected. She claimed a lowered IQ. She claimed that her depression, which preexisted the accident, had been aggravated because of the fact

08:38 that she had lost executive functioning, meaning decision making throughout the course of her life, such as whether to get back into the work force, such decisions as we would normally make during the course of the day.

08:38 Her past medical expenses you can see total

around 45,000. She's claiming pain and suffering because of the fact that she has lost this mental capacity that she claims she had before the Mivacron incident. She claims that because her short-term memory is so affected that -- she lives with her mother -- that once her mother passes away, then she'll have no one there to remind her as to what drugs to take because of her preexisting medical conditions. That why she's claiming she would need a part-time nurse or attendant to help her take her drugs.

We did a verdict analysis, you will see in the last paragraph of the summary, of similar type symptoms that she's experiencing, and the range of the verdicts was from a zero all the way up to one point five million, the average being 179,000 of those 24 verdicts. So 200,000 is a little bit above the average, but, again, the zero verdict brings down that average. But, you know, we think that -- one other factor you might want to consider is that we also had an expert, Dr. Barbara Stein, who's a renowned neuropsychiatrist who performed a mental evaluation of her in June, reviewed all the medical records, reviewed the depositions that had been taken, and she even determined there was mild

impairment or impairment of her memory functioning from the administration of the Mivacron. So that's something that the jury could take into consideration, that our own expert that we hired to perform this evaluation is coming up with the opinion that she is experiencing impairment from the anoxia or hypoxia, lack of oxygen to her brain, during the period of time she was in respiratory arrest.

08:40 So the recommendation of our office is that we settle on these terms to avoid a larger verdict should this case go to trial.

MS. LANDER: Are there any questions?

COMMISSIONER VALENTINO: How long has this case been going?

MR. PEPPLER: It stems from the incident of September 25th of 2002, and they filed the case in 2005.

MR. TOUART: You might also explain to the Board, especially the new Board members, what our liabilities are that we can pay without having to go to the legislature.

COMMISSIONER WHITE: I think that letter says it right there.

MR. TOUART: Okay.

COMMISSIONER ROBINSON: A 100,000.

COMMISSIONER VALENTINO: A 100,000.

COMMISSIONER WHITE: So all you need from us is a motion?

08:41 MS. LANDER: When we go back out in the Sunshine, if the Board is inclined to settle this case under these terms, we would like the Board to -- the motion to include agreement to settle the claim for $200,000, with the County paying the first 08:41 $100,000 in accordance with the statutory cap and the other $100,000 would have to come from a claims bill. If it's less than 100, the claims bill awards less than 100, of course, we agree to less than 100. If they seek more than 100, we will not support a 08:41 claims bill in excess of 100. Two hundred thousand is the total we've agreed to, and that's pretty much the way it will be.

COMMISSIONER ROBINSON: I'm sorry I was late, but what was the actual event that created this?

08:42 MR. PEPPLER: This woman had a fainting or some type of loss of consciousness incident at Wal-Mart September 25th, and our paramedics were called to the scene. One of the paramedics thought she was suffering from a drug overdose, so he was going to 08:42 administer Narcan on the ride back to the emergency

room at Sacred Heart. He reached for the wrong vial and administered Mivacron, which is a paralytic which caused her not to be able to breathe and she went into respiratory arrest.

08:42 MS. LANDER: Then she was in a coma for three days -- well, actually 36 hours.

MR. PEPPLER: Then from that, you know, lack of oxygen to her brain, she's claiming that she's lost points on her IQ, she can't function the way she did

08:42 before the incident, she can't get back into the work force.

COMMISSIONER VALENTINO: You said absolutely our liability was clearly there?

MS. LANDER: Yes.

08:43 COMMISSIONER VALENTINO: Just because I'm new to this case, can you just tell me a little bit more what happened?

MS. LANDER: Well, that's negligence.

COMMISSIONER VALENTINO: Yeah.

08:43 MS. LANDER: He was acting within the course and scope of his employment and he committed a negligent act, and that's what tort law is all about, to compensate people for the negligence of others.

08:43 COMMISSIONER VALENTINO: But, I mean, was it

clearly negligence? Is there any reason to believe --

COMMISSIONER WHITEHEAD: You don't administer the wrong drug unless you're negligent.

08:43 COMMISSIONER VALENTINO: I was just begging the question.

MR. PEPPLER: Yes, if this case had proceeded to trial, we would have admitted it.

COMMISSIONER VALENTINO: We're probably lucky 08:43 to be getting off at 200,000.

MS. LANDER: Once the liability is established, it's a question of what the damages are and when you let it go -- now, we don't think that she was severely damaged. She had problems to begin with. 08:44 However, when you go to a jury with facts like this, you really, really open yourself up to an extremely large claim, so to cap it at 200,000, we think, would be an excellent settlement for both sides.

MR. PEPPLER: I think most people, when I 08:44 workshopped this case around getting their opinions, were pretty much outraged by the fact that she went into a coma and was hospitalized for at least a month off and on and was near death. So that caused the figures to go up in a lot of people's minds.

08:44 COMMISSIONER YOUNG: I just really wonder what

kind of condition she is in now, you know, with that kind of history.

MR. PEPPLER: Well, I mean, that would be a question that the jury would consider is, you know, what the condition she is in now, is that based on all her preexisting conditions or because of what we did that caused her to have this impairment?

COMMISSIONER ROBINSON: If it goes to trial, would it go to another county because of the problem --

MR. PEPPLER: It would be tried here.

COMMISSIONER ROBINSON: Hopefully, all who address this would understand who pays that.

COMMISSIONER WHITEHEAD: They don't. They don't care. The bottom line we're liable. It's our fault and our own expert says we damaged the woman.

COMMISSIONER WHITE: This is a no-brainer.

COMMISSIONER VALENTINO: Yeah. Do we need a motion here?

COMMISSIONER WHITE: No, we do it out there.

MS. LANDER: This is just your opportunity to ask questions, to discuss sensitive matters. Let me tell you how this works. We're in the shade, but Linda is transcribing and writing down everything. There's no such thing as off the record in the

shade. This will not be published until the case is completely resolved, in other words, if it was to go to appeal until the very last appeal, and then it becomes -- it will be filed and if anyone wanted to read it, they could read it. So at some point what you're saying here will be available for public scrutiny, but not until the case is completely resolved, and we're not allowed to talk about anything but this case.

08:46 So usually what happens is you develop a consensus and then we go out, back into the Sunshine, and then put it in the form of a motion.

COMMISSIONER YOUNG: Are you saying we're going to court with this?

08:46 MR. PEPPLER: No. No.

MS. LANDER: We would like to settle it.

MR. PEPPLER: This would end it.

MS. LANDER: This is the offer that we got from the other side and Charlie wrote back. It was a

08:46 verbal offer from Stephanie Taylor and Charlie wrote back confirming in writing the substance of the offer and, of course, she understands that we have to bring the offer to you.

So it would be 100,000 up front and then the

08:46 other 100,000, up to 100,000, would come from the

legislature.

COMMISSIONER ROBINSON: So we don't vote on it here, we vote on it out there?

COMMISSIONER WHITE: Yes. Are you going to make the motion, Mike?

08:46

COMMISSIONER WHITEHEAD: I can.

The paperwork stays.

(The attorney/client session concluded at 8:47 a.m.)

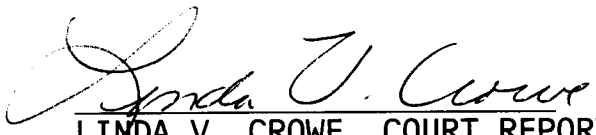
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 13 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of April, 2007.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD JUNE 21, 2007
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:52 p.m. – 4:20 p.m.)

Present: Commissioner Kevin W. White, Chairman, District 5
Commissioner Marie K. Young, Vice Chairman, District 3
Commissioner Grover C. Robinson, IV, District 4
Commissioner D. M. "Mike" Whitehead, District 1
Mr. George Touart, County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Gene M. Valentino, District 2

AGENDA NUMBER

1. Call to Order

   Chairman White called the Attorney-Client Session of the Board of County Commissioners to order at 3:52 p.m.

2. Attorney-Client Session Regarding Ernest C. and Rebecca L. Wulzer v. Escambia County and the State of Florida, Department of Transportation and Escambia County v Keith Hethington, et al

   The Board was advised by County Attorney Lander that the Attorney-Client Session was advertised in the Pensacola News Journal on June 8, 2007 *(in a block ad, Legal No. 70851)* and that she would request the Board retire to the BCC Conference Room for the shade Meeting regarding the Case, Ernest C. and Rebecca L. Wulzer v. Escambia County and the State of Florida, Department of Transportation, and the Case, Escambia County v Keith Hethington, et al.

   3:53 P.M. – MEETING RECESSED
   4:19 P.M. – MEETING RECONVENED

(Continued on Page 2)

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

AGENDA NUMBER – Continued

2. Continued...

Motion made by Commissioner Whitehead, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Valentino absent, authorizing the County Attorney to settle the Ernest C. and Rebecca L. Wulzer v. Escambia County and the State of Florida Case, as per direction of the Board, and bring back to the Board, for final approval, the offer, should it be accepted.

Motion made by Commissioner Whitehead, seconded by Commissioner Robinson, and carried 4-1, with Commissioner Valentino absent, approving to reject the offer in the Department of Transportation and Escambia County v Keith Hethington, et al. Case, and authorizing the County Attorney to seek relief, injunctively and in whatever other fashion the County Attorney deems appropriate.

ADJOURNMENT

There being no further business to come before the Board, Chairman White declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:20 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Kevin W. White, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

_____
Deputy Clerk

Approved: July 19, 2007

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held at Escambia County Government Center, Board Meeting Room, First Floor, 221 Palafox Place, Thursday, June 21, 2007, at 3:50 p.m., to wit:

1. Ernest C. and Rebecca L. Wulzer v. Escambia County and The State Department of Transportation

2. Escambia County v. Keith Hethington, et al.

APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. J. "MIKE" WHITEHEAD, DISTRICT I
GENE VALENTINO, DISTRICT II
MARIE YOUNG, DISTRICT III
GROVER ROBERTSON, DISTRICT IV
KEVIN WHITE, DISTRICT V

GEORGE TOUART, COUNTY ADMINISTRATOR
JANET LANDER, COUNTY ATTORNEY

REPORTED BY: LINDA V. CROWE, COURT REPORTER

ORIGINAL

Taylor Reporting Services, Inc.

21 East Garden St. Suite 200 · Pensacola, FL 32502 · 850.434.5954 · 800.321.5954

P R O C E E D I N G S

MS. LANDER: Now, we're on the record.

MR. PEPPLER: We're on the record and Linda is taking down every word we're saying because this is going to be typed up later on when the litigation is over with and I wanted to bring this case before you again.

This is the case of Ernest and Rebecca Wulzer versus Escambia County and the Florida DOT. And this involves -- you have a diagram in front of you, just to refresh your recollection. It's marked Exhibit 64. And you will see to your left there's that borrow pit/retention pond, which is owned by the DOT, to help drain Mobile Highway. We also use it. The County also uses it to drain the Hattaway Subdivision, which is to the north and east of this -- excuse me, south and east of the pond.

In 1994, we increased the County's inlet into this pond and lowered the inlet pipe so that we could drain more water off the roads in the subdivision, because we were getting complaints from residents that every time there was a rainstorm the streets would pond and the back yards and the front yards would get ponding. This took place in '94.

We went through Hurricanes Erin and Opal

without any incident. Hurricane Georges comes along and the pond overflows onto the Wulzer property, which you can see is down to the north and east of the pond, and inundates their living room areas and the garage and the bedroom.

They filed suit a couple of years later for the damage from Georges. Their attorney lets a year go by and I moved to dismiss, and their claims relating to Hurricane Georges are all dismissed. However, they refiled their case in 2004, alleging that they received flooding because of rainstorms that took place in June and July of 2003. If you remember, that summer was a very rainy summer, and this pond overtopped again. However, the water only went as far as their garage and I think it inundated a little bit of one of the bedrooms like two or three inches.

Realizing that the major portion of their damages were from Hurricane Georges, they're putting -- they have all their experts, their real estate appraiser expert, their engineering expert, to say that it was actually the smaller flood which caused all the damages to their property. And I've attached Exhibit 61 as part of your handouts here which shows what repairs that they made as a result

of the flooding from the pond in June and July and they total around $16,000.

Now, we've retained -- we have our own real estate appraiser who says that, if anything, the value of the property has gone down $15,000 to approximately 105,000, as opposed to the plaintiffs' expert who says that the property is valueless, it's worth zero.

(Commissioner Robinson enters.)

MR. PEPPLER: They also have retained an expert, Oran Baughn -- Lisa Minshew, by the way, is the plaintiffs' attorney and she has the same stable of expert witnesses in all her flood cases. She has Richard Merrill, who is her engineer, and she has Walter Humphrey, who is a real estate appraiser, and she has Oran Baughn, who gives an estimate of what it will cost to repair the property. In all her cases, those are her three expert witnesses. So Walt Humphrey has said that the property is worth nothing. Richard Merrill said that you shouldn't have built a subdivision downstream of the pond unless the pond was a 100-year storm compliant. And Oran Baughn says it's going to cost around 300,000 or 170,000 and something in the upward five figures to repair the home because there's foundational

damage.

We're contending, again, with our real estate appraiser that if any devaluation took place it was only around 10 or 15,000. If everything goes wrong for us, the most you can ever get is this amount of money that's shown in Exhibit 61, which is what it would cost you to repair from the flooding from the pond. And we have an engineering expert, Scott Early, who used to work for the County and now is with HDR or no, DMP, excuse me, and he has given an opinion that the modifications that we made in '94, although it did have an effect on the capacity of the pond, it was negligible, in other words, he's saying that in the two instances when you have a 25-year storm in the eight-hour and 24-hour concentration, you're going to have overtopping, but his opinion is that with our modifications to the pond, we had a negligible or minimal effect on the capacity of the pond.

The City has settled out with the plaintiff for $1,000 and what they did was in addition to paying $1,000 to the plaintiff, they created a swale along the golf course here to help direct water away from the Wulzer property. The DOT has made an offer of settlement of $20,000. And what I'm asking the

Commission today is to give us or give this office settlement authority for $20,000. And the reason I'm asking that is because there is some risk that the jury may say, well, there's something that the County did and something that the DOT didn't do which caused flooding to these folks, and they seem like nice folks, let's give them some money. And that's the fear that you always have when you're dealing with -- you know, these are pretty decent folks -- when you're dealing with them going against government.

And what I want is authority for 20,000, and when you round off the expenses that they're claiming of 15,977, you round that off to 16, add 25 percent, you get 20. And the reason I'm asking that is that should a jury return a verdict of 25 percent less than 20,000, then we would be entitled to attorney's fees because of the rules stating if you make a proposal for settlement and the plaintiff doesn't accept it and the verdict comes in for 25 percent less than your proposal for settlement, then the plaintiff has to pay your attorney's fees. So that's a little bit of the fear of God that, you know, you better carefully consider this offer of settlement in conjunction with the DOT before you

decide to go to trial. And this trial is scheduled the week of September 11th. So that's what I'm asking.

COMMISSIONER WHITE: I don't have a problem with it.

COMMISSIONER WHITEHEAD: We offer to give them -- offer not to exceed 20,000.

MR. PEPPLER: Right. I'll make it --

COMMISSIONER WHITEHEAD: Negotiations up to 20,000.

MR. PEPPLER: Correct.

COMMISSIONER VALENTINO: Second, if that was your motion.

MS. LANDER: Well, you can't make a motion.

COMMISSIONER WHITE: You have to do that out there.

MS. LANDER: You can only make a motion in the Sunshine.

MR. PEPPLER: Yeah, I think, you know, Janet will advise -- go ahead.

COMMISSIONER YOUNG: What if they refuse it?

MR. PEPPLER: Then we would proceed to trial and if the jury returns a verdict of less than 25 percent of 16,000 or below, then the attorney's fees that I have accrued over the next four or five

months, you know, may take away all their verdict, so they have to think long and hard about whether they want to proceed to trial.

COMMISSIONER YOUNG: Have they accepted either of the other offers?

MR. PEPPLER: They have accepted the City's offer.

COMMISSIONER YOUNG: How much?

MR. PEPPLER: One thousand plus putting a swale on the golf course. The City didn't really have any...

COMMISSIONER WHITE: Did they accept DOT's offer?

MR. PEPPLER: I don't know.

MS. LANDER: So when we get out there, you make a motion to authorize the County Attorney's office to make an offer of settlement in accordance with the Board's direction and then to bring that back for final, if it's accepted, to bring that back for final approval by the Board, but we're not going to mention the amount out there because otherwise they would know right off the bat.

MR. PEPPLER: And the rules state you have to keep it confidential so potential jurors don't find out.

MR. PEPPLER: Okay. Thank you.

MS. LANDER: Wait. We have Ambush.

MR. PEPPLER: Yeah, I know. I'm saying thank you.

COMMISSIONER ROBINSON: All right. I mean, it seems like we're -- well, okay, I mean, if 20,000 is what makes it happened, then I'm fine with that. I can work with that.

MR. PEPPLER: Okay.

COMMISSIONER YOUNG: Did you want to give them more?

COMMISSIONER ROBINSON: No, not at all. I would love to give them less, but it sounds like that's the number that is where our Counsel feels like we need to go.

MR. PEPPLER: Correct.

COMMISSIONER WHITE: Well, you're basing that number, too, a lot on DOT's offer, as well, right?

MR. PEPPLER: Right. They're looking at a pot of 41,000 and if they don't accept that based on a very small flooding incident, then --

MR. TOUART: Now, they have to pay Lisa Minshew's fees.

MR. PEPPLER: Correct.

MR. TOUART: I want to make sure everybody

knows.

MR. PEPPLER: Yes.

MR. TOUART: Out of that money.

MR. PEPPLER: Right.

COMMISSIONER WHITE: She's expensive.

COMMISSIONER YOUNG: She's not going to let them accept that. She's going to make them go for more so she can get more.

COMMISSIONER WHITEHEAD: Okay. That's her deal.

MR. PEPPLER: We're ready to accommodate them on a trial.

COMMISSIONER ROBINSON: Is this like ongoing flooding all the time? I mean, I'm sorry, I walked in late on this.

MR. PEPPLER: It flooded once during Hurricane Georges. Hurricane Georges was a 100-year storm. And it's flooded during June and July of 2003. I don't know if you remember, it was a very rainy summer and we had back to back storms and obviously this overtaxed the pond and caused the flooding. It didn't flood during Ivan.

COMMISSIONER ROBINSON: Or the storms after Ivan in April of 2005.

MR. PEPPLER: It didn't flood in the April 1st,

2005 rainstorm.

COMMISSIONER ROBINSON: Okay. That's the one that usually hits everybody's pond.

MR. PEPPLER: It did come up to the road, but it didn't get into their property.

COMMISSIONER WHITEHEAD: But that's a benchmark flood.

COMMISSIONER ROBINSON: Oh, absolutely. For most ponds that I know of, that is the benchmark flood, is the April 2005.

MR. TOUART: By that time the County had done some repair work on that pond. I know where you're going, but still 20,000 is a good offer.

MS. LANDER: Is the swale helping at all?

MR. PEPPLER: Well, we've had this -- it just got put in by the City and we've had a real dry summer and spring.

COMMISSIONER WHITE: Right now it's working great.

MR. PEPPLER: It's working great.

COMMISSIONER YOUNG: Is that in the City or outside the City?

COMMISSIONER WHITEHEAD: It's over by the golf course, Osceola Golf Course.

COMMISSIONER ROBINSON: But the City gets

involved because --

COMMISSIONER WHITEHEAD: The City owns the golf course.

COMMISSIONER ROBINSON: Exactly. That's the only reason the City is involved.

COMMISSIONER YOUNG: That's in your district?

COMMISSIONER WHITEHEAD: That's Gene's.

COMMISSIONER WHITE: He's got his version of Judy Roberts.

COMMISSIONER VALENTINO: I was going to ask Doris for a vote.

MS. LANDER: This is on the record.

(Conclusion of discussion on Wulzer vs. Escambia County.)

MR. PEPPLER: So why don't we go to the County versus Hethington case, and this is the --

MS. LANDER: That's on the record, too.

MR. PEPPLER: The slap? I was kidding.

All right. And this is a facility -- this is vegetative debris?

MS. LANDER: Yes, vegetative debris.

MR. PEPPLER: Vegetative debris, and it's to the west of Blue Angel Parkway.

COMMISSIONER WHITE: I think we are all aware of where this one is at. We're very familiar with

this situation.

MR. PEPPLER: And it's apparently still burning. The DEP has some enforcement action going on with regard to the pit.

COMMISSIONER ROBINSON: I thought the burning had stopped.

COMMISSIONER WHITEHEAD: It's never stopped.

COMMISSIONER VALENTINO: I thought it stopped.

COMMISSIONER WHITEHEAD: No, we're out there once a week putting out fires.

MR. PEPPLER: I spoke to Sandy Jennings about this.

MR. TOUART: I got a bill, too, by the way. I had my staff E-mail it. I just got it. I got a bill for what money we've spent so far out there doing this. Obviously, it's ongoing. Before he starts his presentation, we have incurred quite a bit of expense out there. I'll give you a copy after this session.

MR. PEPPLER: Do you know how much?

MR. TOUART: No, I can find out for you real quick. Do you want me to do that right now?

MS. LANDER: No, you cannot leave and get information and come back.

MR. TOUART: I'm sorry, I didn't know you had

it on the agenda today.

MS. LANDER: That's okay.

MR. PEPPLER: In any event, while Mr. Hethington was represented by Jesse Rigby and Tom Dunaway, they had made a settlement offer that we would take title to the landfill and close it out, because their contention is that Hethington is basically penniless and is going to walk away from the site anyway and not pay the taxes and eventually we could become the owners of the property if no one bid on the tax certificate.

He has -- Hethington has since fired his attorneys or they've moved to withdraw from representing him, I guess, because he doesn't have any source of income, but we still need to respond to the settlement offer, and after speaking to Sandy Jennings and their department -- that was the handwritten document that I put out in front of everyone.

COMMISSIONER WHITE: Who wrote this?

MR. PEPPLER: It was a consultant.

MR. TOUART: This is the bill I was looking for.

COMMISSIONER WHITEHEAD: This is not a bill, George. This is the cost of closing.

MR. TOUART: I've got the other one downstairs.

COMMISSIONER ROBINSON: One point four million?

COMMISSIONER WHITE: That's it.

MR. PEPPLER: The consultant was retained by Sandy. The name escapes me right now.

So in light of the fact that we would be expending one point four million dollars, which, apparently, we don't have that, Sandy recommends that we not take title.

I'm also asking the Commission for authority to proceed with a permanent injunction. Right now we have a temporary injunction requiring him to put the fire out and giving us permission to go on the land.

COMMISSIONER ROBINSON: Can we go after him criminally?

MR. PEPPLER: I think those are still pending.

COMMISSIONER WHITEHEAD: He's spent a couple of days in jail already.

MR. TOUART: I took care of that for you, twice.

COMMISSIONER WHITE: I appreciate that, because my ex-wife called me when you put him in jail. That's who my ex is married to now. I don't care if that's on the record.

MR. PEPPLER: Anyway, so I'm going to ask the

Commission today for authority to proceed with a permanent injunction and also to try to recover some of those costs that George is talking about.

COMMISSIONER VALENTINO: The permanent injunction is to do what now?

MR. PEPPLER: To require him to bring the landfill into compliance and, you know, keep it from burning.

COMMISSIONER VALENTINO: I thought that was already done. Didn't we have an injunction?

MS. LANDER: Temporary.

COMMISSIONER WHITE: Temporary. We want a permanent one.

COMMISSIONER ROBINSON: Yeah, I think if he's going to leave --

MR. TOUART: Here's the question I need to ask, Counselor. There was some question at one time -- I think I talked to you, Janet, maybe to Alison, but the way the County got involved in the first place, obviously, there were flames way up in the air and it was a hazard to neighboring houses. It was pretty close. It's not at this point in time a threat to the neighboring houses because it's obviously smoldering, and like Commissioner White said, we go out there once a week and put more dirt

on it. Can we charge a cost if it's not a threat to houses as a public nuisance type situation or some kind of legal term, because we're still expending dollars going out there and preventing it from becoming a towering inferno again?

COMMISSIONER WHITEHEAD: Who are you going to charge?

MR. TOUART: That's my whole point.

MS. LANDER: What we're doing is we're gathering the costs because in the preliminary injunction that was issued by the Court, the Court said the County may go on the property and take abatement actions necessary to protect the public health and safety and bring their costs back to the Court and present them to the Court and then the Court can impose them. They can include that in the temporary or permanent injunction.

MR. TOUART: The point is he's broke today. This guy has had a lot of money. He may, in fact, come back again. If we get a judgment in the Circuit Court, we can always watch this guy, but he's not going anywhere.

MS. LANDER: If there's truly a belief that he is trying to hide assets or anything that unlawfully shelters his assets, we can hire investigators to do

an assets check, but that's good money after bad.

COMMISSIONER WHITEHEAD: I suspect that that's probably the case. He is the type of operator that he has enough knowledge of land filling operations of this nature and contacts that he could probably -- I mean, it's all under a corporation anyway. The corporation is bankrupt. He will fold the doors on the corporation and reopen a new one at a new piece of property under a new corporate name and he's insulated. That's why they've done corporations, is for this very reason.

The bigger question to me is is there any way to go after DEP? DEP is the agency that permitted this operation, and even though his permit is expired, they still are -- they're the ones that should be responsible for the closing efforts.

MS. LANDER: The State is responsible for closure. They have been whining about not having any money, too, but you're right, they are responsible for closure.

COMMISSIONER WHITEHEAD: Can we include the State in some fashion in this action? Why is it not Escambia County versus Keith Hethington and the State of Florida slash DEP? We've incurred expenses on behalf of the State.

MR. PEPPLER: For the same reason that, I guess, you know, we exercise sovereign immunity when we do a permitting function or inspections. We can't be sued because we didn't issue a permit or we neglected to.

COMMISSIONER WHITEHEAD: It could be if you did issue a permit and damage occurred.

MS. LANDER: But we can't sue for damages, but we can seek a declaratory judgment for responsibility.

COMMISSIONER WHITEHEAD: The closure, they're responsible for closure, they're responsible for a closure plan and to insure that it's there.

MR. TOUART: A permanent situation.

COMMISSIONER WHITEHEAD: If they allow the permit to expire and that hasn't been done, it seems that they still have an obligation, otherwise people would just let their permit expire and the DEP is out of the picture. And that's not --

MR. PEPPLER: They are pursuing Hethington right now in a separate lawsuit.

COMMISSIONER WHITEHEAD: Hethington has no assets. DEP does.

COMMISSIONER ROBINSON: The DEP should be doing this, correct?

MS. LANDER: They will ultimately be responsible. At the end of all this, if he is bankrupt, if he just doesn't have the assets to do it and he abandons this facility, then it falls to the State, the physical responsibility falls to the State. I don't know that we need to jump the gun on it. The State is prosecuting him right now and bringing their own action and trying to exhaust all possibility of recovering their costs.

COMMISSIONER WHITEHEAD: I think they have to.

COMMISSIONER VALENTINO: But they're not part of it now.

MS. LANDER: They are.

MR. PEPPLER: They've given us copies of their pleadings and I am monitoring that and attending the hearings.

COMMISSIONER VALENTINO: The DEP has basically been silent and has pushed off the responsibility on us right now. They haven't taken a responsible partnership on this, have they?

MR. PEPPLER: Yeah, they're bringing a lawsuit and seeking to hold Hethington responsible for the closure and to try to get as much as money as they can from him.

COMMISSIONER WHITEHEAD: What do we need to do?

I mean, I don't want the property.

COMMISSIONER ROBINSON: Well, we're not taking the property.

MR. PEPPLER: The first thing we do is reject the settlement offer.

COMMISSIONER VALENTINO: Let the State keep the property.

MR. PEPPLER: And the second thing is give our office authority to pursue further relief for permanent injunction and damages.

COMMISSIONER ROBINSON: Absolutely.

COMMISSIONER VALENTINO: In the criminal violations, has the DEP been proactive or is this just County-based criminal activity?

MR. PEPPLER: I guess there's, what, four misdemeanors pending?

MS. LANDER: Yes.

MR. PEPPLER: There's several misdemeanors.

COMMISSIONER ROBINSON: There ought to be more than misdemeanor.

MS. LANDER: That's what the law allows, though.

COMMISSIONER ROBINSON: This is a shame. I mean, this is just -- this should be something more than that and the State should be dealing with that.

COMMISSIONER VALENTINO: That's my point, Grover, good point. I think there should be more State involvement in this thing.

COMMISSIONER WHITEHEAD: That's why we have --

COMMISSIONER ROBINSON: That's why we have DEP. This is the kind of person DEP should be going after and putting under the jail.

MR. TOUART: I can promise you I'm not on their Christmas list.

COMMISSIONER WHITE: Oh, yeah, without a doubt.

MS. LANDER: We're attempting to -- we've been slowed down by things beyond our control. There are always many issues that bump this issue, but we are in the process of creating a permitting authority from the State to the County and the County will be responsible for the operation and permitting of all of these landfills, but the State will remain responsible for the closure. Within our ordinance we're going to require bonds.

COMMISSIONER WHITEHEAD: This situation could not duplicate itself under the new scenario. It's just, again, one of those that's a holdover from the old regime.

MR. TOUART: Just so y'all will know, at the end of the day, so to speak, it is still burning, it

never goes out. Until you knock it down and spread it out, it's there. It's underground and it's a smoldering combustible fire, so it's going to occur again and it's going to continue to occur. We actually had to build a road into this with County money to be able to get to it to put the fire out. He was doing nothing. It's gross negligence.

COMMISSIONER WHITE: I keep waiting for this to happen over at Cove Avenue.

COMMISSIONER YOUNG: Is that the same guy we allowed to work on Saturday?

MS. LANDER: No.

MR. TOUART: That's Saufley. This is Ambush.

MS. LANDER: He doesn't work at all.

COMMISSIONER ROBINSON: Which one is Cove? Are they the ones --

COMMISSIONER WHITE: That's over on Ten Mile Road.

MR. VALENTINO: That's going on on Cove?

COMMISSIONER WHITE: No. No. No. I said I'm waiting for this to happen to the one on Cove.

MR. TOUART: About the same quality of ownership, different people. Of course, I haven't met any respectable landfill owner.

MS. LANDER: We'll go back out into the

Sunshine and take action on one and two.

(Attorney client session concluded at 4:19 p.m.)

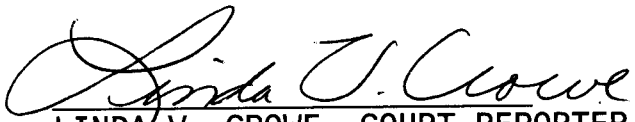
CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 24 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of August, 2007.



LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE
BOARD OF COUNTY COMMISSIONERS
HELD SEPTEMBER 20, 2007
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(3:50 p.m. – 4:11 p.m.)

Present: Commissioner Kevin W. White, Chairman, District 5
Commissioner Marie K. Young, Vice Chairman, District 3
Commissioner D. M. "Mike" Whitehead, District 1
Mr. Robert R. "Bob" McLaughlin, Interim County Administrator
Mrs. Janet Lander, County Attorney
Mrs. Doris Harris, Deputy Clerk to the Board

Absent: Commissioner Grover C. Robinson, IV, District 4
Commissioner Gene M. Valentino, District 2

AGENDA NUMBER

1. Call to Order

Chairman White called the Attorney-Client Session of the Board of County Commissioners to order at 3:52 p.m.

2. Ernest C. and Rebecca L. Wulzer v. Escambia County and the State of Florida, Department of Transportation

The Board was advised by Chairman White that the Attorney-Client Session was advertised in the Pensacola News Journal on September 14, 2007 *(in a block ad, Legal No. 71259)* and that the County Attorney had requested the Board retire to the BCC Conference Room for the Attorney-Client Session regarding the Case, Ernest C. and Rebecca L. Wulzer v. Escambia County and The State of Florida, Department of Transportation *(with Commissioner D. M. "Mike" Whitehead, Commissioner Gene M. Valentino, Commissioner Marie K. Young, Commissioner Grover C. Robinson, IV, Commissioner Kevin W. White, Robert R. "Bob" McLaughlin, Interim County Administrator, Charles V. Peppler, Attorney representing Escambia County, Janet Lander, County Attorney, and a certified Court Reporter to attend the Attorney-Client Session).*

3:51 P.M. – MEETING RECESSED
4:10 P.M. – MEETING RECONVENED

(Continued on Page 2)

MINUTES OF THE ATTORNEY-CLIENT SESSION – Continued

AGENDA NUMBER – Continued

2. Continued...

Motion made by Commissioner Whitehead, seconded by Commissioner Young, and carried 3 0, with Commissioner Robinson and Commissioner Valentino absent, approving to direct the County Attorney to continue negotiating on the matter discussed, *(the Case, Ernest C. and Rebecca L. Wulzer v. Escambia County and The State of Florida)*, and proceed pursuant to the direction provided by the Board during the shade meeting.

For Information: The Board was advised by County Attorney Lander that, should the matter be successfully negotiated, a Final Settlement will be brought back to the Board for approval.

ADJOURNMENT

There being no further business to come before the Board, Chairman White declared the Attorney-Client Session of the Board of County Commissioners adjourned at 4:11 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: K W White
Kevin W. White, Chairman

ATTEST:

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

SEAL

Deputy Clerk

Approved: October 4, 2007

IN AND FOR ESCAMBIA COUNTY, FLORIDA

Attorney-Client meeting pursuant to Section 286.011(8), Florida Statutes, held at Escambia County Government Center, Board Meeting Room, First Floor, 221 Palafox Place, September 20, 2007, at 3:50 p.m., to wit:

Earnest C. and Rebecca L. Wulzer

vs.

Escambia County and the State of Florida, Department of Transportation

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APPEARANCES

BOARD OF COUNTY COMMISSIONERS:

D. J. "MIKE" WHITEHEAD, DISTRICT I
GENE VALENTINO, DISTRICT II (Not present)
MARIE YOUNG, DISTRICT III
GROVER ROBERTSON, DISTRICT IV (Not present)
KEVIN WHITE, DISTRICT V

JANET LANDER, COUNTY ATTORNEY
CHARLES V. PEPPLER, CHIEF LITIGATION COUNSEL

REPORTED BY: LINDA V. CROWE, COURT REPORTER

ORIGINAL

Taylor Reporting Services, Inc.

21 East Garden St. Suite 200 · Pensacola, FL 32502 · 850.434.5954 · 800.321.5954

PROCEEDINGS

MS. LANDER: I remind you all that nothing can be off the record, that this transcript will be made available to me and the Clerk. It will be sealed until such time as the case is completely resolved, but at that point it will become public record, so always be careful about what you say because eventually everything you say will find its way to the public record.

MR. PEPPLER: This case has been before you once before, and Bob, because of his duties as the assistant county administrator, has some experience with this project. And just to give you some background, the Wulzers own a house right here, which abuts the Osceola Golf Course, which is owned by the City. And we use a pond, which is owned by the DOT, to drain water, stormwater runoff, from all the area shown in the aqua lines.

The pond originally was used by the DOT to drain water off of Mobile Highway, so they have a pipe going in, and we have a pipe going into the pond at the DOT's consent back in 1994.

In '94, because we were having so many problems with ponding on Seminole Trail and Mohawk Trail and this part of the subdivision, we got funding to

widen the inlet and cause runoff to come into the pond at a greater rate. This was back in '94.

Prior to that time, the Wulzers had never experienced any type of flooding from the pond, but once we widened the inlet, along came Hurricane Georges in '98 and Tropical Storm Bill in July of 2003, and the pond overtopped its bank and inundated their property on two occasions.

Their property -- this will be the pond right here. Here's the pipe that takes water from the pond. It goes underneath Talladega Trail. Here's the Wulzers' property. The water goes along a 400- or 500-foot corrugated metal pipe, which is on our easement abutting the Osceola Golf Course. And what happened was in Hurricane Georges, Tropical Storm Bill, and two years ago in March and April of '05 when we had those series of large rainstorms and all the county was flooded, the pond overtopped and came onto the Wulzers' property.

Now, they contended that from the Hurricane Georges storm that the foundation here, as the water came rushing past and went down along this way and underneath their house, they contended that they had foundation problems and that their foundation cracked and the roof started to settle along with

other portions of the house. In the July 2nd storm, five years later, they claimed that that particular initial damage was worsened because of water reaching the area of the house.

Mr. Wulzer, after the July 2nd flood, decided to build a berm so that water, if the pond ever overtopped, would be routed back onto the golf course and go down Talladega Trail. So on January the 3rd of '04 as he was -- he finally got his brother-in-law and some people to put dirt there and build a berm and when he was throwing sod there with his wife, he suffered a stroke and was out of work for approximately three or four months.

COMMISSIONER YOUNG: What was he doing?

MR. PEPPLER: He was building a berm to try to keep water from inundating his house.

MS. LANDER: He was laying sod.

MR. PEPPLER: And laying sod.

COMMISSIONER WHITEHEAD: Aren't you glad you're chief litigator?

MR. PEPPLER: Whatever could go wrong with this case did go wrong with this case.

So we go into mediation in June of last year and that's why you have some knowledge of this case. And we had Scott Early, who used to be an engineer

here with the County and is now with DRMP, who did a drainage study. At first he told me that, well, the pond appears to be able to hold 25-year storms, but then when he went back over the figure, it turns out that the pond does overtop on two occasions in a 25-year storm and on five occasions in the 100-year storm criteria.

So his theory was and what we were going to trial with is that the modification that we did back in '94 had no real effect on the operation of the pond, that it was going to overtop anyway in those particular storm events. So that's going to be -- to me that would be a real hard sale to the jury, that, hey, folks, even though we widened the inlet and took more water from the south and put in the pond, nothing we did really caused that pond to overtop, it would have overtopped anyway.

The judge -- we had a -- this case was set for trial about two weeks ago and the judge had a pretrial conference and, of course, we argued strenuously to keep out the evidence of Mr. Wulzer, poor Mr. Wulzer building his berm to keep the water out and he and his wife are out there throwing sod and he had a stroke from the exertion from throwing the sod. But the judge said, no, that can come in,

because one of the claims that the plaintiff is making against you is nuisance and one of the elements of damages of nuisance is sickness or annoyance, and he was trying to protect his property and he suffered a stroke, which is a sickness. I think it's relevant and I think the jury should hear that.

So we were left with, again, having a pond that we knew overtopped, and then having the jury hear the evidence of this poor homeowner trying to protect his property from our pond that overtopped, we knew it would overtop.

And then there were other damages, which I can show you, of damages to his house from what he contends was settlement, cracks to his house. And these were photographs taken by our real estate appraiser showing that, you know, as the foundation settled from water going underneath around the house, that he began having cracks in his brick facade.

So he also contended that this portion of the roof sagged from the flooding events, the three flooding events that I told you about, and we really had no photographic evidence to show that before Hurricane Georges that, you know, the house was

sagging or subsiding anyway.

You will see before you the little handout of what the plaintiff was going to claim at the trial and you can see that the damages claimed were for the out-of-pocket expenses for damage to personal property that he lost during the flooding events, both of -- well, mainly, in Tropical Storm Bill, his lost wages due to the stroke, the estimated repairs needed to make the home or repair the damage to the home from the flooding event.

COMMISSIONER WHITE: What was the total?

COMMISSIONER WHITEHEAD: 515,000.

MR. PEPPLER: And not all of that would have been -- I mean, the judge could have let it all in. I don't really know what the judge would have done, but as far as the appellate court, not all of those damages could come in, because there's a rule that you can claim the cost of repairs to your home as long as it doesn't exceed the value of your home. So there would have been a question for Judge Bell to determine as to whether the home, first of all, could be repaired and, secondly, what would be the value of the home if it was a total loss due to this flooding?

MR. PEPPLER: The plaintiff's attorney also had

a claim for inverse condemnation, and she was claiming that there was an overflow drainage easement that we took from their property and we were using this property to drain our pond on. The judge felt at first that she could try all these claims together, not only the tort claims, but the inverse condemnation claims, but we argued that it would probably be committing reversible error to do that because once the court makes an order or a finding that the land has been taken, that's our land, so we can't commit a tort against our own land.

So whether the judge would have, you know, saw the error of that or would have said, I'm going to let the jury decide the tort claim and thinking of what he was thinking in his own mind, if they come back with a fairly good size verdict, I'm going to find there's been no taking. Conversely, if he felt that the jury didn't come back with an adequate verdict, he might have found the taking and tried to award some value that they had lost from the inverse condemnation.

You may be saying, well, the most they could have lost, apparently, according to her figures, is $85,000, because of the value of the house, but she

would be entitled or the plaintiffs would be entitled to attorney's fees and that could have one run into the six figures by the time we had gone through the trial.

To make a long story short, it seemed to me that a settlement was appropriate for four main reasons:

One, we had the evidence of a stroke, which I think would have been pretty hard to get the jury -- get that out of the jury's mind, here's the poor homeowner trying to protect his property from the mean government and he suffers a stroke.

Secondly, that we had our own expert that said, yes, this pond will overtop in a certain storm event, even though he's saying nothing we did aggravated the overtopping situation.

Third, we have photographs like this showing cracking to the house.

And, fourth, this case, not only did they sue the County, but they also sued the DOT, and since the DOT has been a part of this, they came up with -- I knew this was going to happen.

(Cell phone ringing.)

MR. PEPPLER: They came up with the theory that when we gave you permission or when we said that you

could go in and make these modifications, we wanted you to give us a hold harmless agreement and they never provided us with a hold harmless agreement, but then when they got sued, they said, well, we never really gave you permission, it was all conditioned on you executing the hold harmless agreement. So I got them to say if you go before the jury and try to make that argument to them, it looks like you're trying to disassociate yourself from that pond, that there's something wrong with it, and the jury is going to say, well, something must be wrong with this pond because both of you are saying the other one is pointing the finger at the other one.

So as we got closer to trial, apparently, there was a change in hierarchy in the DOT, because they were saying we're not going to go along with the fact that we gave you permission. We're going to go on the defense that you never had permission to widen the inlet 13 years ago.

So, of course, the attorney for the DOT really didn't want -- you know, she could see my theory of defense and that would be disastrous before a jury, but she was fighting with her hierarchy whether they would see the wisdom of having a joint defense and

saying, yeah, we gave the County permission to widen the inlet and we don't see where there was anything dangerous about this pond or that it caused any overtopping because of what the County did.

So based on that, I made an offer to the plaintiff's attorney that if the DOT would participate in the settlement, we would also make an offer. And the DOT did offer $45,000 to settle and we offered $65,000 to settle, for a total of 110.

And the reason I mentioned Bob's name is right now we're going through a design process to make this pond compliant for a 100-year storm. Apparently, we're going to put in a bypass pipe to not route so much stormwater runoff into the pond and we're going to raise Talladega Trail a foot, which the pond is right here, here's the Wulzers' property, we're going to raise it a foot, so it can act as a berm in the event of any danger of overtopping.

So with the fact that we are taking steps to make this pond a 100-year compliant to reduce the risk of this pond ever overtopping, the fact that we have the DOT contributing a sizable amount to the settlement, it's my recommendation that we settle this case for $65,000.

COMMISSIONER WHITEHEAD: Are they going to accept it?

MR. PEPPLER: They said they would.

COMMISSIONER WHITEHEAD: I would say accept it.

MR. PEPPLER: The only hitch, and I need your authority on this, is apparently in -- it was always my assumption that once we got the release from --

COMMISSIONER WHITE: The total number here came up to half a million.

COMMISSIONER WHITEHEAD: We're talking 65 for us.

COMMISSIONER WHITE: Versus the half million.

COMMISSIONER YOUNG: And the 45 from the State.

MR. PEPPLER: Right.

But the only hitch in the settlement negotiation is that when all is said and done and the plaintiff's attorney made an announcement to the judge that's what the settlement terms were, she said, well, I'm only going to dismiss the case once this project is done and so, you know, I told the judge, no, that was never our agreement, because that would leave her in the driver's seat as to when, you know, the project is done and when the case would be dismissed. And so what I told her was I was going to recommend to the Board, and I need

your approval for this, is that the dismissal would take place upon, you know, the plaintiffs signing the release, payment of the settlement funds, and then the plaintiffs' attorney would have to sign the stipulation of dismissal and that would be submitted to the judge and the case would go away. I did provide her task orders showing her that we're going forward with the project and the 90 percent plans that Scott has prepared and submitted to the County Engineer to show that we're serious with going forward with this project, and for all intents and purposes it will be completed.

MS. LANDER: Even if we don't, if it floods again, they can bring a new suit.

MR. PEPPLER: Right. Exactly.

COMMISSIONER YOUNG: What about attorney's fees.

MR. PEPPLER: That would come from -- that's an agreement between them. She would take whatever fee that she thought appropriate from the settlement. We wouldn't have to pay the fees.

COMMISSIONER YOUNG: All right.

COMMISSIONER WHITEHEAD: Is there also a taking case floating out there still?

MR. PEPPLER: No, that would all be part of the

settlement. That would go away. And would be through the date of the signing of the release, so if they sign it next week and we have, you know, a rainstorm that causes overtopping in October, you know, they would have a new claim, if they suffered any damage.

MS. LANDER: Is there an offer on the table or is this meeting to get authorization for you to say yes or no?

MR. PEPPLER: Right.

COMMISSIONER WHITEHEAD: I say do it.

MS. LANDER: When we go back out --

COMMISSIONER WHITEHEAD: I would hate to have to try that.

MR. PEPPLER: Yeah, it was kind of a scary proposition.

COMMISSIONER WHITEHEAD: Where's Messer when you need him?

MS. LANDER: You don't want the Board to mention the dollar amount because we'll bring that back to the Board for final approval in a future county attorney report. We'll just say that you should go ahead and continue to negotiate settlement in accordance with the Board's direction and then bring it back to the Board for final approval.

MR. PEPPLER: Right.

MS. LANDER: Okay.

(The proceedings concluded at 4:12 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, LINDA V. CROWE, Court Reporter and Notary Public at Large in and for the State of Florida, hereby certify that the foregoing Pages 2 through 15 both inclusive, comprise a full, true, and correct transcript of the proceeding; that said proceeding was taken by me stenographically, and transcribed by me as it now appears; that I am not a relative or employee or attorney or counsel of the parties, or relative or employee of such attorney or counsel, nor am I interested in this proceeding or its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of October, 2007.

_____
LINDA V. CROWE, COURT REPORTER
Notary Public - State of Florida
My Commission No.: DD 386581
My Commission Expires: 02-05-09

LINDA V. CROWE
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2009
Comm. No. DD 386581

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-12211 **Clerk & Comptroller's Report** **12. 6.**
BCC Regular Meeting **Consent**
Meeting Date: 05/25/2017
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 Reports prepared by the Clerk to the Board's Office:

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 4, 2017;

B. Approve the Minutes of the Regular Board Meeting held May 4, 2017; and

C. Approve the Minutes of the Attorney-Client Session held May 11, 2017.

Attachments

20170504 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD MAY 4, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 10:43 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 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 Lumon J. May, District 3

1. FOR INFORMATION: The agenda for the May 4, 2017, Regular Board Meeting, was reviewed as follows:

   A. 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;

   F. Commissioner Robinson reviewed his add-on items;

   G. Commissioner Underhill reviewed his add-on item; and

   H. Commissioner Bergosh reviewed his add-on item.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12185 **Growth Management Report 12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/25/2017
Issue: 5:45 p.m.- A Public Hearing Concerning the Review of an LDC Ordinance Amending Ch. 4, Location and Use Regulations
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an LDC Ordinance Amending Chapter 4, Location and Use Regulations

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Land Development Code (LDC) Chapter 4, Article 4, Airport and Airfield Environs and Chapter 6, Definitions, to incorporate necessary information to implement airport protection zoning regulations in compliance with Florida Statutes, Chapter 333.

BACKGROUND:

Florida Statues 333.03 Requirement to adopt airport zoning regulations. Every political subdivision having an airport hazard area within it territorial limits SHALL adopt, administer, and enforce, under the police power and in the manner and upon the conditions prescribed in this section airport protection zoning regulations for such airport hazard area.

If an airport is owned or controlled by a political subdivision and if any other political subdivision has land upon which an obstruction may be constructed or altered which underlies any surface of the airport as provided in 14 C.F.R. part 77, subpart C, the political subdivisions shall either by interlocal agreement, adopt, administer, and enforce a set of airport protection zoning regulations; or create a joint airport protection zoning board.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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

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

Attachments

Draft Ordinance

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Airport zoning protection language

Date: 4/20/17

Date requested back by: _____

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 4/20/17

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2017-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 4, AIRPORT AND AIRFIELD ENVIRONS, AMENDING SECTION 4-4.1, PURPOSE OF THE ARTICLE; AMENDING SECTION 4-4.2, GENERAL PROVISIONS; AMENDING SECTION 4-4.3 HAZARDS TO AIR NAVIGATION; ADDING SECTION 4-4.4 AIRPORT HAZARD STRUCTURE PERMIT; AMENDING SECTION 4-4.5 AIRPORT AND AIRFIELD PLANNING DISTRICTS; AMENDING SECTION 4-4.6 VARIANCES; ADDING SECTION 4-4.7 NONCONFORMING STRUCTURES; ADDING SECTION 4-4.8 APPEALS; AMENDING CHAPTER 6, DEFINITIONS; AMENDING SECTION 6-0.3 TERMS DEFINED, SUBSECTIONS "A", "P", and "Q & R" TO INCORPORATE DEFINITIONS NECESSARY FOR AIRPORT ZONING REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Board of County Commissioners finds that modifying the language to meet the requirements of Chapter 333, Florida Statutes, is necessary and serves an important public purpose; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 4, Airport and Airfield Environs, is hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions)

Article 4 Airport and Airfield Environs

Sec. 4-4.1 Purpose of article.

This article establishes land use regulations that implement Comprehensive Plan policies requiring the prevention of airport and airfield hazards and incompatible land uses around those facilities. It is the intent of these regulations to ensure the continued safe and efficient use of navigable airspace and operation of airports, airfields and other air navigation or communication facilities within the county. Airport and airfield hazards effectively reduce the size of areas available for the landing, taking off and maneuvering of aircraft, tending to destroy or impair both the present and future utility of aviation facilities and any public investment in them. Incompatible uses and activities have the potential for being hazardous to persons and property on the ground as well as aircraft operations.

The County shall enforce its airport regulations to assure compliance with the requirements set forth in Chapter 333, Florida Statutes, as amended, to meet the intent of the Federal Aviation Administration's reviewed and accepted noise exposure maps, and to prevent encroachment into airport operational areas.

Sec. 4-4.2 General provisions.

(a) Approval required. All land uses and development activities in proximity to airports and airfields require county review, permitting, and approval for compliance with the regulations of this article unless the use or activity is specifically identified in the LDC as exempt from these regulations. The regulations include both obstruction limitations for flight safety and land use restrictions for areas exposed to noise and accident risk.

(b) Modification of regulations. Variances to the strict application of the regulations of this article may only be granted as specifically allowed by the variance provisions of this article and the compliance review processes of Chapter 2.

(c) Applicable airports and airfields. The following facilities, each with an established elevation of the highest point above mean sea level of its runways or landing areas, are protected by the provisions of this article:

Pensacola International Airport: 121 feet

Ferguson Airport: 27 feet

Naval Air Station (NAS) Pensacola, Sherman Field: 28 feet

~~Navy Outlying Landing Field (NOLF) Site 8: 110 feet~~

Any new airport as may be developed within the County.

(d) Source standards. The obstruction provisions of this article are derived from federal obstruction standards in *Safe, Efficient Use, and Preservation of the Navigable Airspace*, 14 CFR pt. 77, and Unified Facilities Criteria (UFC) 3-260-01,

Airfield and Heliport Planning and Design. The land use compatibility provisions are derived from *Airport Noise Compatibility Planning*, 14 CFR pt. 150, and the Air Installations Compatible Use Zones (AICUZ) program as described in OPNAV Instruction 11010.36C. However, whenever the provisions of this section reference federal standards or recommendations, the latest version is intended unless the context clearly indicates otherwise.

(e) Notifications.

(1) Federal Aviation Administration. Any person proposing any construction or alteration requiring notice to the Federal Aviation Administration (FAA) shall file such notice according to the applicability, form and time of notice requirements established in federal "preservation of navigable airspace" regulations. Subsequently, the FAA will make a determination of any hazard to air navigation

and the appropriateness of any obstruction marking and lighting or other measures necessary for the continued safety of air navigation. However, FAA determinations are not approvals or permits for any construction or development. Approval and permitting remain responsibilities of the state and county which have authority to require the air safety measures recommended by the FAA and to deny a construction or alteration permit regardless of FAA determinations.

(2) State of Florida. All variances to airport or airfield provisions of the LDC, or any amendments to them, shall be filed with the State of Florida in compliance with the provisions of this article. Any state permits required for structures exceeding federal standards for obstructions to air navigation shall be obtained according to Florida Statutes.

(3) Airport and airfield officials. Notification to airport or airfield officials is required for any property that is within a designated airport or airfield height limitation zone or planning district and is the subject of an application for rezoning, all site development, subdivision or Board or Adjustment (BOA) approval, or as otherwise determined appropriate by the Planning Official. Those officials identified in the interlocal agreement between Escambia County and the U.S. Navy shall be notified regarding military airfields, and the director of the Pensacola International Airport shall be notified regarding that facility.

Notification shall include access to application documents, a request to review and comment on proposed actions, and a request for recommendations to the county regarding application approval.

(f) Interior noise reduction. In areas of high noise exposure from normal airport and airfield operations, interior noise reduction methods are required to maintain compatibility for some uses. Anticipated high noise exposure is represented by noise zones according to a FAA standard measure of the 24-hour day-night average sound level (Ldn). Noise reduction required by the applicable noise zone shall be identified on building construction plans and accomplished according to

nationally accepted sound attenuation methods. For the habitable space within any new building or building addition, the following noise reductions are required by exposure:

(1) Below 65 Ldn. For noise exposures less than 65 Ldn, no interior noise reduction is required.

(2) Between 65 and 70 Ldn. For noise exposures between 65 and 70 Ldn, an interior noise level reduction of at least 25 decibels (dB) is required for residential uses or educational facilities, and is recommended for other noise sensitive uses.

(3) Between 70 and 75 Ldn. For noise exposures between 70 and 75 Ldn, an interior noise level reduction of at least 30 dB is required for residential, educational, public assembly or reception, office, and other noise sensitive uses.

(4) Above 75 Ldn. For noise exposures above 75 Ldn, residential and educational uses are prohibited regardless of noise reduction measures, but an interior noise level reduction of at least 35 dB is required for public assembly or reception, office, and other noise sensitive uses.

(g) Divided parcels and buildings. Generally, when a parcel is divided by an airport or airfield planning district boundary, only that portion of the parcel within the district is subject to district requirements. Requirements of the areas or zones that make up a planning district are similarly limited. However, when any part of a parcel is within an airfield planning district, the avigation easement provisions apply to the entire parcel. For any new building or addition proposed within more than one noise zone, the more stringent sound reduction requirements apply to the entire building or addition.

(h) Transfer of development rights. At such time as the county may establish a comprehensive program for transfer of development rights, parcels within the airport and airfield planning districts shall be eligible as sending parcels, but shall not be included in that program as receiving parcels.

Sec. 4-4.3 Hazards to air navigation.

(a) Hazards prohibited. No permit or other approval to construct a new structure or establish a new use shall be granted that would allow the establishment or creation of an airport or airfield hazard. Additionally, no approval shall be granted that would allow a nonconforming use, structure or site condition to become a higher obstruction or greater hazard to air navigation.

(b) Obstruction hazards. A hazard to air navigation is presumed to exist when an object of natural growth or terrain, or of permanent or temporary construction or alteration, including mobile objects and equipment or materials used, exceeds any federally established standards for identifying obstructions to air navigation or navigational aids or facilities. Those standards apply regardless of other LDC

height limits. ~~An object is not considered an obstruction hazard by the FAA or the county if an aeronautical study by the FAA concludes that the object is not a hazard to air navigation.~~

~~**(1) Height limit maps.** An object is or would be an obstruction to air navigation if it is of greater height than any of the federally established limits for airports and airfields. Those limits are mapped for each of the airports and airfields identified in this article and are specifically adopted here by reference as the *Airport and Airfield Height Limitation Zone Maps* of Escambia County. The maps are declared to be part of the LDC, with the information shown on them having the same force and effect as the text of the LDC. The height limitation zone maps represent the primary, clear zone, approach, horizontal, conical, transitional and other imaginary surfaces applicable to the takeoff and landing areas of each~~

~~airport or airfield. The maps are maintained digitally in the county's "Geographic Information System" (GIS).~~

~~**(2) Other height limits.** In addition to the established height limit surfaces for each airport and airfield, an object is or would be an obstruction to air navigation if it is of greater height than any of the following federally established height limits related to airports and airfields:~~

~~**a. Site of object.** A height of 499 feet above ground level at the site of the object.~~

~~**b. From airport/airfield.** A height that is 200 feet above ground level or above the established airport/airfield elevation, whichever is higher, within three nautical miles of the established reference point (approximate geometric center of runways) of Pensacola International Airport, NAS Pensacola Sherman Field and that height increasing at the rate of 100 feet for each additional nautical mile from the airport or airfield, up to a maximum of 499 feet.~~

~~**c. Other heights.** Other established heights, including those relating to the traverse ways of vehicles and other mobile objects, and airport and airfield approach, departure, takeoff and landing areas.~~

~~**(3)~~ (1) Exceeding height limits.** Except as otherwise provided, no object shall be constructed or altered in such a way as to exceed the height limitations established here unless a variance is first obtained according to the provisions of this article.

~~**(4)~~ (2) Obstruction marking and lighting.** Any permit granted for an obstruction to air navigation shall, as a condition of approval, require the owner to install, operate, and maintain at their expense any marking or lighting of the obstruction that has been recommended in a FAA aeronautical study determination, or as otherwise required by Florida Statutes. The county may also condition permit approval on any other obstruction marking and lighting

recommendations provided by the operators of airports or airfields within the county.

(c) **Non-obstruction hazards.** The use or development of land shall not create or contribute to interference with the operation of aircraft, including the following non-obstruction hazards to air navigation:

(1) Dangerous lighting. No lights or illumination, whether for streets, parking, signs or other structures, shall be arranged and operated in a manner that is misleading or dangerous to aircraft operating from or in the vicinity of an airport or airfield, as determined by the operator of the airport or airfield.

(2) Smoke or glare. No operations of any type shall produce smoke, glare or other visual hazards within three statute miles of any designated airport or airfield, or any usable runway, with the exception of permitted projects or activities.

(3) Electronic interference. No operations of any type shall produce electronic interference with navigation signals or radio communication between an airport or airfield and any aircraft.

(4) Landfills. No sanitary landfill shall be operated within 10,000 feet from the nearest point of any runway used or planned to be used by ~~turbojet~~ turbine ~~or turboprop~~ aircraft, or within 5,000 feet of any runway used by only non-turbine ~~piston engine~~ aircraft; or outside those perimeters, but still within the lateral limits of the civil patrol imaginary surfaces defined in 14 C.F.R. s.77.19, as may be amended. Additionally, no landfill of any type shall be located so that it attracts or sustains hazardous bird movements from feeding, water or roosting areas into or across the runways or approach and departure patterns of aircraft. County approval of proposed landfill locations meeting these restrictions remains subject to conditions recommended by the operators of any affected airports or airfields.

(d) **Airport Obstruction Notification Zone.**

(1) Purpose. The purpose of the Airport Obstruction Notification Zone is to regulate obstructions for air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

(2) Location and map zone.

a. An Airport Obstruction Notification Zone is established around Pensacola International Airport (PNS) and consists of an imaginary surface extending from any point of the PNS runway at a slope of 100 to 1 at a horizontal distance of 20,000 ft. and a height of 200 ft. above ground level. The Airport Obstruction Notification Zone map may be reviewed annually by the Airport staff and updated/amended by the Airport Executive Director in conjunction with the County Development Services Department as needed to ensure currency.

b. An Airport Obstruction Notification Zone is established around Ferguson Airport and consists of any imaginary surface extending from any point of the a Ferguson runway at a slope of 50 to 1 at a horizontal distance of 10,000 ft. The Airport Obstruction Notification Zone map may be reviewed annually by the Airport staff and updated/amended by the Airport Executive Director in conjunction with the County Development Services Department as needed to ensure currency.

c. An Airport Obstruction Notification Zone may be established around any new airport or airfield as necessary for the health, safety, and welfare of the public.

(3) Development Compliance: No object, structure, or alteration to a structure will be allowed within an Airport Obstruction Notification Zone at a slope exceeding 100 to 1 for a horizontal distance of 20,000 from the nearest PNS runway or a slope exceeding 50 to 1 for a horizontal distance of 10,000 feet from the nearest Ferguson Airport or 200 feet above ground level within these horizontal distances without an approved Permit issued by the Airport.

~~**Sec. 4-4.4 Airport and airfield planning districts.**~~

~~**(a) Pensacola International Airport Planning District.** The Pensacola International Airport Planning District (PNSPD) is established to provide enhanced protection in support of the continued operation of the Pensacola International Airport for areas that are close enough to the airport to influence or be influenced by its activities. The PNSPD imposes additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations.~~

~~**(1) Establishment.** The PNSPD is established through its definition and adoption within the LDC. The Pensacola International Airport Influence Planning District Overlay maps for noise zones and educational facility restrictions are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The PNSPD maps are maintained digitally in the county's "Geographic Information System" (GIS).~~

~~**(2) Real estate disclosure.** All real estate transactions for property within the *Pensacola International Airport Real Estate Disclosure Area* shall include a form disclosing the proximity of the site to the airport. The disclosure is intended to inform a potential property owner or occupant of the nearby airport and alert them to possible incompatibilities of the intended property use with airport operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.~~

(b) Military airfield Influence planning districts. Airfield influence planning districts (AIPDs) are established to provide enhanced protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities. AIPDs impose additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations. If military operations permanently cease at an airfield, the supplemental requirements of its AIPDs will no longer apply to surrounding lands.

(1) General characteristics. Airfield influence planning districts are combinations of noise zones, clear zones, accident potential zones, and other areas of influence that overlap and combine to define a broad range of airfield influences on surrounding land use. The range of influences is divided between two planning districts: AIPD-1 composed of areas closest to an airfield and, therefore, with highest noise exposure and accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but that still may influence or be influenced by airfield operations.

(2) Clear zones and accident potential zones. Clear zones and accident potential zones identify areas near airfield runways where aircraft accidents are most likely, if they do occur. The zones are defined by the type of aircraft for which the runway is primarily used. Clear zones extend immediately beyond the ends of runways and designate areas of high accident potential. Accident potential zones (APZs) generally extend beyond clear zones and designate areas that remain impacted by accident potential. APZ-1 identifies areas that retain a significant potential for accidents. APZ-2 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.

(3) Establishment. AIPDs and their constituent zones and areas are established through their definition and adoption within the LDC. The Airfield Influence Planning District Overlay maps for NAS Pensacola and NOLF 8 are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The AIPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

(4) General AIPD requirements.

a. Real estate disclosure. All real estate transactions for property within an AIPD shall include a form disclosing the proximity of the site to the military airfield. The disclosure is intended to inform a potential property owner or occupant of the nearby airfield and alert them to possible incompatibilities of the intended property use with airfield operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the

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~~public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.~~

~~**b. Avigation easement.** For any parcel within an AIPD where subdivision or any site plan approval is requested, the application shall include an executed avigation easement or proof of the public recording of an executed easement. The purpose of the easement is to grant a clear property right to maintain flight operations in the airspace above the property. The easement shall be in a form approved by the County Attorney and recorded with the property deed to run in perpetuity with the land.~~

~~**c. Rezoning.** Rezoning is allowed within AIPDs, but density remains limited to the maximum density allowed by the AIPD, regardless of the zoning. The AIPD density limits shall govern.~~

~~**(5) AIPD-1 requirements.** Airfield Influence Planning District 1 (AIPD-1) defines areas of greatest protection for an airfield. AIPD-1 lies within a boundary connecting the outermost limits of an installation's clear zones, accident potential zones, or other areas necessary to achieve adequate protections. The following requirements apply to all lands within an AIPD-1 district:~~

~~**a.Prohibited concentrations of population.** Any use at such a scale that gatherings concentrating more than 25 people per acre and within a structure would be expected on a regular basis is prohibited. Such uses include sports stadiums, amphitheaters, auditoriums, clubhouses, churches, schools, hospitals, assisted living facilities, hotels and motels, restaurants, nightclubs and other establishments.~~

~~**b. Residential density.** Residential density is limited by the applicable zone or area with the AIPD according to the following:~~

~~**1. Clear zones.** Areas designated as "Clear Zone" are allowed no residential density except vested single-family dwellings on existing lots of record.~~

~~**2. Area A.** Areas designated as "Area A" are allowed no residential density except vested single-family dwellings on existing lots of record.~~

~~**3. APZ-1.** Areas designated as "Accident Potential Zone 1" (APZ-1) and aligned with airfield runways are allowed no residential density except vested single-family dwellings on existing lots of record. All other APZ-1 areas are limited to one dwelling unit per 2.5 acres.~~

~~**4. APZ-2.** Areas designated as "Accident Potential Zone 2" (APZ-2) and aligned with airfield runways are limited to two dwelling units per acre. All other APZ-2 areas are limited to three dwelling units per acre.~~

~~**5. Area B.** Areas designated as "Area B" are limited to three dwelling units per acre and only subject to the minimum lot area of the applicable zoning district.~~

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~~**c.Dwellings.** Residential development is limited to detached single-family dwellings, including manufactured (mobile) homes if allowed by applicable zoning district. No single-family attached or multifamily dwellings are permitted. The planning district also prohibits the clustering of dwellings, including mobile home parks, whether by density transfers, planned unit development or other means.~~

~~**d. Minimum lot area.** The required minimum lot area shall be the inverse of the established maximum density except where noted. For example, a maximum density of three dwelling units per acre inversely requires at least one acre per three dwelling units, so the minimum lot size for one dwelling unit is one-third acre.~~

~~**e. Parks and recreational facilities.** Outdoor sports facilities, parks and recreation areas are permitted, but all their structures are restricted to those that are accessory to the outdoor use, such as bleachers, backstops, picnic tables, public restrooms, concession stands, etc.~~

~~**f. Conditional uses.** The following uses require conditional use approval by the Board of Adjustment (BOA), regardless of whether they are permitted within the applicable zoning district:~~

~~**1.** Borrow pits and borrow pit reclamation.~~

~~**2.** Solid waste collection points, transfer stations, or processing facilities.~~

~~**3.** Salvage yards.~~

~~**g. Prohibited uses.** The following uses are prohibited:~~

~~**1.** Animal feedlots and similar facilities that concentrate animal feed and waste.~~

~~**2.** Electrical transmission lines above ground.~~

~~**3.** Stables designed to house more than four horses or other domesticated equine.~~

~~**4.** Telecommunications towers.~~

~~**5.** Outdoor storage if permanent, excluding farm equipment.~~

~~**6.** Motor vehicle sales, new or used.~~

~~**(6) AIPD-2 requirements.** AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.~~

Sec. 4-4.4– Airport Hazard Structure Permit

(a) Permitting

(1) Any individual seeking to alter, construct, or place any structure or development within any airport hazard area or runway protection zone or any land on, adjacent to, or in the immediate vicinity of airports or any individual seeking a building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming use approval, variance, or other official action by the County that will have the effect of permitting a development or alteration of land or a structure shall submit an application for Airport Hazard Review to the Development Services Department (DSD) for determination as to the need for an Airport Hazard Structures Permit.

(2) DSD shall make the initial determination with respect to whether the proposed development exceeds the height and surface within the Airport Obstruction Notification Zone based upon on the maps in Appendix C as an element of the review. The review shall include the zoning, development order, and building permit application processes. If DSD determines the proposed development or alteration, including any associated use of temporary construction equipment, exceeds an Airport Obstruction Notification Zone surface or height threshold, then the applicant is required to obtain an Airport Hazard Structures Permit from DSD prior to the issuance of any further development orders or permits. DSD shall obtain technical input from the applicable airport as part of the permitting process. This provision applies to all development or improvements to land, including new development, redevelopment, building or use modifications, or similar actions.

(3) The permitting procedures for an Airport Hazard Structures Permit are outlined as follows. If an Airport Hazard Structures Permit application is deemed necessary by DSD as determined through the use of the Airport Obstruction Notification Zone map, the following procedures will apply:

a. After an initial review and the determination that a permit is required, DSD will give a written notice to the applicant that an Airport Hazard Structures Permit is required and that no further permits or development orders can be obtained from the County until an Airport Hazard Structures Permit is obtained.

b. The applicant must submit a completed Airport Hazard Structures Permit application to DSD at the Central Office Complex located at 3363 W Park Place, Pensacola, Florida 32505. DSD will complete a sufficiency review and then route the application to the affected airport. The affected airport will review the application and provide comment to DSD.

c. Upon receipt of a complete permit application, DSD shall provide a copy of the application to the State of Florida, Department of Transportation (FDOT) Aviation Office by certified mail, return receipt requested, or by a delivery service that provides a receipt evidencing delivery.

d. The permit application shall also be provided to the City of Pensacola within ten (10) calendar days of the filing of the application.

e. The affected airport, FDOT, and the City will review the application to evaluate technical consistency with this subsection. The County shall allow the airport, the

Department of Transportation, and the City a 15-day review period following receipt of the application. This review period shall run concurrently with the local government permitting process. DSD shall consider any comments from the affected airport, FDOT, and the City in processing permit applications under this Section.

(3) In determining whether to issue or deny a permit, DSD shall consider the following, as applicable:

a. The safety of persons on the ground and in the air.

b. The safe and efficient use of navigable airspace.

c. The nature of the terrain and height of existing structures.

d. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in Chapter 330, Florida Statutes, as may be amended, and rules adopted thereunder.

e. The character of existing and planned flight operations and developments at public-use airports.

f. Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.

g. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at the affected airport.

h. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area

(4) Approval of a permit will not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard.

(b) The County shall enforce the issuance or denial of any permit or other determination related to Air Hazard Permit applications by any means provided, authorized, or allowed by law or ordinance, including Florida Statutes and Chapter 30, *Code Enforcement*, Part 1, Escambia County Code of Ordinances. More particularly:

(1) Procedural remedies. Failure to comply with LDC provisions may result in application denial, delay of application approval, conditional application approval, voiding an application approval, delay of use, or penalties as additionally may be prescribed by the LDC.

(2) Civil Remedies. The BCC or any aggrieved party, as defined by state law, may apply to the Circuit Court of Escambia County, Florida, to enjoin and restrain any person violating the provisions of this Section.

(3) Criminal Remedies. Any person who violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of, any of the provisions of the LDC, shall be subject to a misdemeanor punishable by fine and/or imprisonment according to state law. Upon conviction the person shall

additionally pay all expenses of the county in the case. Each day a violation exists shall constitute a separate offense.

(c) Permitting by the County for the construction or alteration of structures dangerous to air navigation or for structures governed by Title 14, CFR, Part 77 shall consider whether or not a permit has been obtained from FDOT Aviation or FDOT Aviation has confirmed that no FDOT permit is necessary.

Sec. 4-4.5 Airport and airfield planning districts.

(a) Pensacola International Airport Planning District. The Pensacola International Airport Planning District (PNSPD) is established to provide enhanced protection in support of the continued operation of the Pensacola International Airport for areas that are close enough to the airport to influence or be influenced by its activities. The PNSPD imposes additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations.

(1) Establishment. The PNSPD is established through its definition and adoption within the LDC. The Pensacola International Airport Influence Planning District Overlay maps for noise zones and educational facility restrictions are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The PNSPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

(2) Real estate disclosure. All real estate transactions for property within the *Pensacola International Airport Real Estate Disclosure Area* shall include a form disclosing the proximity of the site to the airport. The disclosure is intended to inform a potential property owner or occupant of the nearby airport and alert them to possible incompatibilities of the intended property use with airport operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.

(b) MilitaryAirfield Influence Planning Districts. Airfield Influence Planning Districts (AIPDs) are established to provide enhanced protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities. AIPDs impose additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations. If military operations permanently cease at an airfield, the supplemental requirements of its AIPDs will no longer apply to surrounding lands.

(1) General characteristics. Airfield Influence Planning Districts are combinations of noise zones, clear zones, accident potential zones, and other areas of influence that overlap and combine to define a broad range of airfield influences on surrounding land use. The range of influences is divided between two planning districts: AIPD-1 composed of areas closest to an airfield and, therefore, with highest noise exposure and accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but that still may influence or be influenced by airfield operations.

(2) Clear zones and accident potential zones. Clear zones and accident potential zones identify areas near airfield runways where aircraft accidents are most likely, if they do occur. The zones are defined by the type of aircraft for which the runway is primarily used. Clear zones extend immediately beyond the ends of runways and designate areas of high accident potential. Accident potential zones (APZs) generally extend beyond clear zones and designate areas that remain impacted by accident potential. APZ-1 identifies areas that retain a significant potential for accidents. APZ-2 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.

(3) Establishment. AIPDs and their constituent zones and areas are established through their definition and adoption within the LDC. The Airfield Influence Planning District Overlay maps for NAS Pensacola and NOLF 8 are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The AIPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

(4) General AIPD requirements.

a. Real estate disclosure. All real estate transactions for property within an AIPD shall include a form disclosing the proximity of the site to the military airfield. The disclosure is intended to inform a potential property owner or occupant of the nearby airfield and alert them to possible incompatibilities of the intended property use with airfield operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.

b. Avigation easement. For any parcel within an AIPD where subdivision or any site plan approval is requested, the application shall include an executed avigation easement or proof of the public recording of an executed easement. The purpose of the easement is to grant a clear property right to maintain flight operations in the airspace above the property. The easement shall be in a form approved by the County Attorney and recorded with the property deed to run in perpetuity with the land.

c. Rezoning. Rezoning is allowed within AIPDs, but density remains limited to the maximum density allowed by the AIPD, regardless of the zoning. The AIPD density limits shall govern.

(5) AIPD-1 requirements. Airfield Influence Planning District 1 (AIPD-1) defines areas of greatest protection for an airfield. AIPD-1 lies within a boundary connecting the outermost limits of an installation's clear zones, accident potential zones, or other areas necessary to achieve adequate protections. The following requirements apply to all lands within an AIPD-1 district:

a. Prohibited concentrations of population. Any use at such a scale that gatherings concentrating more than 25 people per acre and within a structure would be expected on a regular basis is prohibited. Such uses include sports stadiums, amphitheaters, auditoriums, clubhouses, churches, schools, hospitals, assisted living facilities, hotels and motels, restaurants, nightclubs and other establishments.

b. Residential density. Residential density is limited by the applicable zone or area with the AIPD according to the following:

1. Clear zones. Areas designated as "Clear Zone" are allowed no residential density except vested single-family dwellings on existing lots of record.

2. Area A. Areas designated as "Area A" are allowed no residential density except vested single-family dwellings on existing lots of record.

3. APZ-1. Areas designated as "Accident Potential Zone 1" (APZ-1) and aligned with airfield runways are allowed no residential density except vested single-family dwellings on existing lots of record. All other APZ-1 areas are limited to one dwelling unit per 2.5 acres.

4. APZ-2. Areas designated as "Accident Potential Zone 2" (APZ-2) and aligned with airfield runways are limited to two dwelling units per acre. All other APZ-2 areas are limited to three dwelling units per acre.

5. Area B. Areas designated as "Area B" are limited to three dwelling units per acre and only subject to the minimum lot area of the applicable zoning district.

c. Dwellings. Residential development is limited to detached single-family dwellings, including manufactured (mobile) homes if allowed by applicable zoning district. No single-family attached or multifamily dwellings are permitted. The planning district also prohibits the clustering of dwellings, including mobile home parks, whether by density transfers, planned unit development or other means.

d. Minimum lot area. The required minimum lot area shall be the inverse of the established maximum density except where noted. For example, a maximum density of three dwelling units per acre inversely requires at least one acre per three dwelling units, so the minimum lot size for one dwelling unit is one-third acre.

e. Parks and recreational facilities. Outdoor sports facilities, parks and recreation areas are permitted, but all their structures are restricted to those that are accessory to the outdoor use, such as bleachers, backstops, picnic tables, public restrooms, concession stands, etc.

f. Conditional uses. The following uses require conditional use approval by the Board of Adjustment (BOA), regardless of whether they are permitted within the applicable zoning district:

1. Borrow pits and borrow pit reclamation.

2. Solid waste collection points, transfer stations, or processing facilities.

3. Salvage yards.

g. Prohibited uses. The following uses are prohibited:

1. Animal feedlots and similar facilities that concentrate animal feed and waste.

2. Electrical transmission lines above ground.

3. Stables designed to house more than four horses or other domesticated equine.

4. Telecommunications towers.

5. Outdoor storage if permanent, excluding farm equipment.

6. Motor vehicle sales, new or used.

(6) AIPD-2 requirements. AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.

Sec. ~~4-4.5~~ 4-4.6 Variances.

(a) General eligibility. A variance to the airport and airfield regulations of the LDC is generally contrary to the safe and efficient use of navigable airspace and the operation of airports and airfields. However, where compliance with the requirements creates an exceptional hardship on an applicant for development approval, the Board of Adjustment (BOA) may, in compliance with Florida Statutes and the quasi-judicial variance process prescribed in Chapter 2, approve or deny a request for a site-specific modification to the air navigation obstruction standards of this article for the erection, alteration, or modification of any structure that would cause those standards to be exceeded. Additionally, a variance to the educational facility construction prohibition associated with the Pensacola International Airport may be requested. No other variances, however, are applicable to the requirements of the airport and airfield environs.

(b) Specific limitations. In addition to the general variance review and approval requirements prescribed in Chapter 2, available variances to airport and airfield environs provisions shall comply with all of the following conditions:

(1) State review. As required by state regulations, the applicant shall provide a copy of the variance application to the Florida Department of Transportation (FDOT) by certified mail to allow a 45-day opportunity for department comment. The county may proceed with consideration of the application in a public hearing only upon receipt of FDOT review comments or a waiving of that right.

(2) Required findings. A variance may only be granted where the applicant demonstrates, and the BOA establishes in its findings, all of the following conditions as applicable:

a. No hazard. For an obstruction to air navigation, a valid aeronautical study by the FAA has concluded that the object is not a hazard to air navigation.

b. Public policy. For a prohibited educational facility, the public policy reasons for allowing the construction outweigh the health and safety concerns prohibiting such a location.

c. No objections. U.S. Navy officials, the director of the Pensacola International Airport, or other operators of airports or airfields within the county have no substantial objections to the variance, or their objections will be addressed through conditions of the variance approval.

d. Hardship. A literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship.

e. Public interest. The relief granted would not be contrary to the public interest.

f. Intent. The relief granted would do substantial justice and be in accordance with the intent of county and state regulations.

(3) Conditions of approval. Any variance granted by the BOA is subject to the following conditions:

a. Any reasonable conditions that the BOA finds necessary to accomplish the purposes of county and state regulations.

b. A variance granted for an obstruction to air navigation shall require the owner to install, operate and maintain at his expense any marking or lighting of the obstruction that has been recommended in a FAA aeronautical study determination, or as otherwise required by Florida Statutes. The BOA may also condition approval on any other obstruction marking and lighting recommendations provided by the operators of airports or airfields within the county.

c. The applicant shall provide FDOT a copy of the county decision on an obstruction variance application within ten days of issuance of the decision.

Sec. 4-4.7. Nonconforming Structures

If any nonconforming structure is determined to be an airport hazard and the owner will not remove, lower, or otherwise eliminate it or the approach protection necessary cannot, because of constitutional limitations, be provided by airport zoning regulations, or it appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations, then DSD shall notify the County Attorney's Office and County Administrator in order to conduct an analysis related to public acquisition either by purchase, grant, or condemnation, in the manner provided in Chapter 73 and Chapter 74, Florida Statutes.

Sec. 4-4.8- Appeals

(a) Any individual, political subdivision or its administrative agency, or a joint airport zoning board that contests a decision made on an improper application of airport zoning regulations may appeal the decision.

(b) All appeals shall be heard by the Escambia County Board of Adjustment (BOA). All appeals shall be made within 15 days after the date of the official's decision according to the provisions for appeal of administrative decisions as prescribed in Article 6. Upon notice of appeal, the Building Official and Planning and Zoning Official shall forthwith transmit to the BOA all the papers constituting the record upon which the appeal was taken.

(c) The BOA shall fix a reasonable time for hearing appeals, and shall give public notice and provide notice to the interested parties. The BOA shall render a decision within a reasonable time. The BOA shall notify in writing the airport manager and NAS facilities management office, FDOT, and the City of Pensacola of all meetings in which an appeal under this Section is scheduled. During the hearing before the BOA, any party may appear in person, by agent, or by attorney.

(d) The BOA may, in conformity with the provisions of this chapter, reverse or affirm, in whole, or in part, or modify the order, requirement, decision or determination, as may be necessary.

(e) If the final determination of the BOA is denial, no new application for the same use on the same parcel can be accepted for review until at least 180 days from the date of the denial. A final determination of the BOA may be appealed by petitioning the circuit court for judicial review within 30 days after date of the board's decision, and providing a copy of the petition to the clerk of the board.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, Sections "A", "P", and "Q & R" are hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions)

6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

- A -

Abandoned sign. Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the enforcement official shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises and relocation of the business. An abandoned sign is prohibited and shall be removed by the owner of the premises when there is a lack of maintenance or sign faces are missing, or as otherwise provided for in this article.

Any sign structure which has not been used for business purposes for over 90 days, and is nonconforming as to existing codes regarding height, setback or maintenance.

Any previously permitted portable or temporary sign for which the permit has expired.

Accessory structure. A building or other structure that is subordinate in extent and purpose and customarily incidental to the principal structure on the same lot, and is typically detached from it.

Accessory dwelling unit. A dwelling unit that is an accessory structure to a single-family dwelling.

Accessory use. A use of land or structure that is subordinate in extent and purpose, and is customarily incidental to the principal use on the same lot. The term "accessory use" includes support services and functions for employees, customers, tenants and visitors customarily associated with the principal use.

Act of God. An act caused by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man, without human intervention, and of a character that it could not have been prevented or escaped from by any amount of foresight or reasonable degree of care or diligence.

Addition. As applicable to building construction, any walled and roofed expansion of a building that increases the existing building height, length, width, floor area, or site coverage. If an expansion is connected to a building by a firewall, or is separated by independent perimeter load-bearing walls, it is considered new construction and not an addition.

Adult day care center. A state licensed facility, whether operated for profit or not, which provides basic services for part of a day to three or more persons who are 18 years of age or older, who are not related to the facility owner or operator, and who require such services. As used here, basic services include providing a protective setting that is as non-institutional as possible, therapeutic programs of social and

health activities and services, leisure activities, self-care training, rest, nutritional services, and respite care.

Adult entertainment establishment. An adult theater, adult bookstore, adult performance establishment, or other adult use or activity as defined in the *Adult Entertainment Code* of Chapter 18, *Businesses*, Part I, Escambia County Code of Ordinances.

***Adult family-care home*.** A state licensed, full-time, family-type living arrangement in a private home under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis for no more than five disabled adults or frail elders who are not relatives. An adult family-care home is a form of household living.

Affordable housing. Housing with monthly rents or monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income established by the state for extremely-low-income, very-low-income, low-income, and moderate-income households as applicable.

Agent. A person authorized by contract or other valid authority to act for and under the direction of another person, the agent's principal, when dealing with third parties, and who can enter into binding agreements on the principal's behalf.

Agricultural-related activity. An activity in support of or accessory to agriculture.

Agricultural processing, major. Activities involving a variety of processing operations on crops after harvest, or on livestock, which typically generate dust, noise, odors, pollutants, or visual impacts that can adversely affect adjacent properties. Such activities include feedlots, slaughterhouses, rendering plants, large-scale mills, refineries, canneries, and milk processing plants.

***Agricultural processing, minor*.** Activities involving a variety of processing operations on crops after harvest to prepare them for market, or for further processing or packaging out of the agricultural area, and which cannot be characterized as major agricultural processing. Such activities include cleaning, sorting, drying, roasting, hulling, shelling, baling, custom milling, cotton ginning, packing and storing.

Agriculture or agricultural use. The active production of plants, animals or their products through cultivation of soil, growing and harvesting of crops, or raising of livestock. Agricultural crops include grains, legumes, oil seeds, roots and tubers, fibers, fruits, nuts, vegetables and forages. Agricultural livestock includes dairy and beef cattle, sheep, goats, pigs, poultry and horses. The terms "agriculture" or "agricultural use" also include bees and apiary products, plant nursery and greenhouse products, the breeding of animals, the storage of harvested products, and land devoted to soil conservation. However, the terms do not include agricultural processing or packaging,

waste composting, silviculture or timber harvesting, aquiculture, or farm worker housing.

Airfield. Any area of land or water that is designed and set aside for the landing and taking off of military aircraft.

Airport. ~~Any area of land or water that is designed and set aside for the landing and taking off of civilian aircraft.~~ Any land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.

Airport or airfield hazard. ~~Any structure, object of natural growth, or use of land which would exceed federal obstruction standards, which obstructs the airspace required forthe flight of aircraft in taking off, maneuvering, or landing, and for which no person has previously obtained a permit or variance according to Florida Statutes.~~ An obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation.

Airport hazard area. Any area of land or water upon which an airport hazard might be established.

Airport land use compatibility zoning. Airport zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of airports.

Airport master plan. A comprehensive plan of an airport which typically describes current and future plans for airport development designed to support existing and future aviation demand.

Airport obstruction. Any existing or proposed object, terrain, or structure construction or alteration that exceed the federal obstruction standards contained in 14 C.F.R. part 77, subpart C, as may be amended. The term includes: any object of nature growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Airport protection zoning regulations. Airport zoning regulations governing airport hazards.

Alcoholic beverage. Any liquor, beer, wine, or other distilled spirits or beverages containing one-half of one percent or more alcohol by volume.

Alley. A public or private right-of-way that affords a secondary means of access to the back or the side of a lot otherwise abutting a street, and not intended or used for general traffic circulation.

All-weather surface. A hard driving surface (e.g., asphalt, concrete, compacted gravel or shell) designed and constructed to ensure adequate runoff of stormwater under normal rainfall conditions and capable of withstanding normal weather conditions during ordinary use without substantial deterioration.

Alteration. For the purpose of regulating structures, any change or modification that would result in a change in height or lateral dimensions of an existing structure, including cosmetic improvements, repairs, remodeling, and structural support changes.

Amusement, commercial. Any facility that is maintained or operated for the provision of amusement, entertainment or recreation to the general public for a fee. Indoor amusements include pinball machines, video games, and other games of skill or scoring such as billiards. Outdoor amusements include miniature golf, automobile race tracks, waterslides and amusement rides.

Amusement arcade. A business establishment open to the public and offering games, rides, shows, or similar facilities and devices, typically operated by coin or token, for entertainment or amusement purposes only. Such facilities and devices do not include bingo games, gambling devices, or any devices prohibited by law.

Animal grooming service. A business providing bathing, clipping, combing or similar grooming services to enhance the appearance or health of domestic animals, but not including any overnight boarding of animals.

Animal shelter. A facility used to house or board stray, homeless, abandoned or unwanted animals and that is operated by a public agency or a recognized non-profit organization devoted to the welfare, protection, and humane treatment of animals.

Applicant. Any person, including the person's agent, who submits an application to the county requesting development approval or other consideration according to any of the compliance review processes prescribed by the LDC.

Aquaculture. *The* growing and harvesting of freshwater and saltwater populations of aquatic organisms such as fish, crustaceans, mollusks, and aquatic plants under controlled conditions.

Aquifer. A groundwater bearing geologic formation that contains enough saturated permeable material to yield significant quantities of water.

Arcade amusement center. A place of business operating as an arcade amusement center in compliance with Florida Statutes and any county ordinances that define or regulate such businesses.

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Area of special flood hazard. The land within a floodplain subject to a one percent or greater chance of flooding in any given year (the base flood), designated on the community's Flood Insurance Rate Map (FIRM) as zone A, AE, AO, AH, V, or VE.

Assisted living facility. Any state licensed private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. As used here, personal services means direct physical assistance with or supervision of the activities of daily living, the self-administration of medication and other services which the state may define, but not the provision of medical, nursing, dental, or mental health services. An assisted living facility may be either household living or group living, according to the type of facility and form of residential occupancy and may also be known as personal care or residential care.

Automobile rental. The renting or leasing of passenger cars, vans, or light trucks (gross vehicle weight rating no more than 8500 lbs), without drivers, for purposes of routine conveyance of passengers, generally for short periods of time. Rental facilities may include incidental storage or parking, and washing and servicing of vehicles for rent or lease.

Automobile sales. The use of any building or land for the display and sale of new or used passenger cars, vans, or light trucks (gross vehicle weight rating no more than 8500 lbs). Sales facilities may include vehicle preparation, repair work, rental, or leasing conducted as an accessory use.

Avigation easement. An easement that gives a clear property right to maintain aircraft flight operations in the airspace above the property.

Awning. A roof-like structure that projects from the wall of a building, cantilevered or otherwise entirely supported from the building, and composed of a lightweight rigid or retractable skeleton over which a cover is attached, typically to protect a doorway or window from the elements.

Awning, canopy or marquee sign. A sign that is mounted or painted on, or attached to, an awning, canopy, or marquee that is otherwise permitted by county ordinance. The sign shall not project above, below or beyond the awning, canopy or marquee.

- P -

Parcel. A unit of land within legally established property lines, or a lot or contiguous group of lots, in single ownership or under single control, and considered a unit for purposes of development.

Park. Any public or private land that is predominantly open space with natural vegetation and landscaping, and used primarily for active or passive not-for-profit recreational purposes.

Parking lot. An open area at ground level providing off-street parking spaces, excluding residential driveways.

Parking lot, commercial. A parking lot that is not an accessory use to any other use and provides parking for a fee.

Park trailer. A type of recreational vehicle constructed on a single chassis to American National Standards Institute (ANSI) or U.S. Department of Housing and Urban Development (HUD) standards, consisting of a transportable unit with body width not exceeding 14 feet, designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances, and as may otherwise be defined by Florida Statutes.

Pawnshop. Any location at which a pawnbroker conducts the business of making pawns; that is, providing any advancement of funds on the security of pledged goods on condition that the pledged goods are left in the possession of the pawnbroker for the duration of the pawn and may be redeemed by the pledgor on the terms and conditions of the pawn.

***Pensacola Beach*.** That part of Santa Rosa Island under the jurisdiction of the Board of County Commissioners of Escambia County, Florida.

***Perdido Key*.** The barrier island and coastal areas extending westward from Pensacola Pass to the Florida/Alabama state line.

Permitted use. Any use authorized or of right in a particular zoning district or land use category.

Personal services. Non-medical retail services involving the care of a person or his personal goods or apparel, such as the services of a barber shop, beauty or tanning salon, health club or spa, pet groomer, laundromat or dry cleaner, tailor, psychic reader, or tattoo parlor, but not including repair services or professional services as defined in this chapter.

Pervious surface. Any surface that easily allows the infiltration of water. Such permeable or porous surfaces include natural or landscaped vegetation and other surfaces for which runoff coefficients no greater than 0.25 are typically used for stormwater management calculations.

Pier. See “Dock.”

Place of worship. A building that is used primarily for worship or religious assembly on a regular basis and may include related facilities such as classrooms and administrative offices, but does not include facilities used exclusively for residences, schools, day care, shelter, recreation or other uses not normally associated with

worship. Places of worship include churches, chapels, cathedrals, synagogues, temples, and mosques.

Planned unit development (PUD). An process for providing flexibility in LDC regulations governing the planning and design of subdivisions that permits and encourages greater creativity for the mutual benefit of developers and the public not anticipated by the strict application of those regulations.

Planning Board. The advisory authority appointed by the Board of County Commissioners to serve as the local planning agency (LPA) for Escambia County, and whose scope of authority and specific duties are established within the Comprehensive Plan and LDC.

Plat. A map or delineated representation of the subdivision of land, being a complete, exact representation of the subdivision and including other information in compliance with the requirements of the LDC and Florida Statutes (Chapter 177, Part I).

Political sign. A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Porch. A roofed structure attached to a building and open on two or more sides which may be screened, and having direct access to or from the building.

Political sign. A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Portable sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; including such signs even though the wheels may be removed and the remaining chassis or support structure converted to A- frames or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising unless part of an outdoor restaurant; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of business, the sign area is less than two square feet per side and there is no reasonable alternative storage space.

Portable storage container. Any container, pod, trailer or other unit that is designed to temporarily store items and to be transported to and stored off site, typically by a private moving or storage company at a centralized warehouse. The term “portable storage container” does not include solid waste dumpsters or tool sheds.

Positive drainage outfall. A conveyance system with adequate capacity to contain, control, and transmit stormwater runoff to a creek, stream, river, bay, gulf, ocean, or other waters of the state, or waters of the United States, or to any approved Escambia

County or Florida Department of Transportation drainage system having sufficient capacity.

Post-incarceration reentry facility. A facility providing assistance with substance abuse, mental and physical health issues, job training and placement, and other services to individuals reentering communities from correctional facilities.

Power plant. An electrical power generation facility operated by a public utility or independent power producer that converts one or more energy sources to provide electricity to the electrical transmission grid and distribution system. The term "power plant" refers to an industrial facility and does not include small-scale generation systems of customers that may sell surplus power back to the franchised power provider through their metered service.

Predominantly commercial development. Development for which more than two-thirds of the development parcel area and more than two-thirds of all gross floor area within the parcel is devoted to commercial use.

Predominantly residential development. Development for which more than two-thirds of the development parcel area and more than two-thirds of all gross floor area within the parcel is devoted to residential use.

Premises. Any parcel together with any improvements thereon.

Primary dune. The first natural or manmade dune located landward of the beach with sufficient vegetation, height, continuity, and configuration to offer protective value to upland property. The landward extent occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Prime farmland. One of several classes of land defined in the *Soil Survey of Escambia County, Florida*, U.S. Department of Agriculture, as having the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops, and available as cultivated land, pastureland, forestland or other lands not built upon or urbanized.

Principal structure. The structure that is occupied by or otherwise defines the principal use of a parcel.

Principal use. The main or predominant purpose for which a structure or parcel of land is used, occupied, maintained, designed, arranged, or intended, as distinguished from an accessory use.

Processing. As applicable to solid waste, any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage, or recycling; safe for disposal; or reduced in volume or concentration.

Professional services. Specialized work by members of recognized professions trained and engaged in such work for a career, typically requiring a license or other legal authorization to perform, and predominantly provided on the premises of an office or clinic. Professional services include the work of insurance agents, realtors, bankers, accountants, stock brokers, financial advisors, engineers, architects, land surveyors, dentists, physicians, therapists, attorneys, and other professionals, but do not include the provision of "personal services" as defined in this chapter.

Prohibited use. Any use not identified as a permitted or conditionally permitted use by the applicable zoning district, and not otherwise determined to be such a permitted use according to the use classification provisions of the LDC.

Property line. The recorded boundary of a lot or other tract of land.

Projecting sign. A sign that is wholly or partly dependent upon a building for support and which projects more than 24 inches from such building.

Protected tree. A living tree that, according to the provisions of the LDC, cannot be removed or otherwise willfully harmed without first obtaining appropriate authorization from the county.

Pruning. The act of removing tree branches, limbs, or roots to remedy a hazard or to maintain or improve the form or health of a tree, performed in a careful and systematic manner according to standard arboricultural practices so as not to damage other parts of the of the tree or other trees. Standard practices include those outlined in American National Standards Institute (ANSI) standard A300, Part 1-2001, *Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices*.

Public facilities. Major capital improvements, including transportation, sanitary sewer, solid waste, stormwater management, potable water, educational, and recreational facilities.

Public lodging establishment. A unit, group of units, building, or group of buildings within the same complex which is rented to guests as a transient accommodation (more than three times in a calendar year for periods less than 30 days), rented as a non- transient accommodation (for periods of at least 30 days), or is advertised or offered to the public as a place regularly rented to guests for such accommodations. Public lodging establishments include hotels, motels, resort condominiums, bed and breakfast inns, and boarding or rooming houses, but do not include dormitories, campgrounds, or recreational vehicle parks.

Public use airport. means an airport, publicly or privately owned, licensed by the State, which is open for use by the public.

Public utilities. See "Utilities, public."

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Quadruplex. A four-unit multi-family dwelling.

Quasi-judicial hearing. A public hearing before an administrative board or official held to obtain testimony or comment regarding the application of adopted policy to a specific development application or land use decision, and subject to specific due process procedural requirements to assure fact-based decisions by the board or official.

Real estate sign. A sign pertaining to the sale or lease of the premises, or a portion of the premises, in which the sign is located.

Reclamation. The restoration or rehabilitation to useful purposes and safe and healthful conditions of lands adversely affected by mining, excavation, erosion, land clearing, or other processes. Reclamation may include filling, reshaping, revegetation and other activities to achieve the long-term stability of the affected lands and protection of surrounding uses and natural resources.

Record drawings. Construction drawings certified by the engineer of record and provided to the county for the purpose of documenting improvements as actually constructed.

Recovered materials. Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation. Recovered materials as described here are not solid waste and does not include materials destined for any use that constitutes disposal.

Recovered materials processing facility (RMPF). A facility engaged solely in the storage, processing, resale, or reuse of recovered materials.

Recreation, active. Leisure time activity, indoor or outdoor, that usually requires some constructed facilities, is typically structured and organized to take place at prescribed places, and is usually performed with others. Active recreation uses include campgrounds, recreational vehicle parks, off-highway vehicle trails, shooting ranges, swimming pools, ice and roller skating rinks, baseball and other sport fields, skateboard parks, bowling lanes, tennis courts, golf courses, and playgrounds.

Recreation, passive. Leisure time activity that generally does not require a developed site, has minimal impact on the recreation site, typically involves existing natural resources or amenities, and has low potential for nuisance to adjacent properties. Passive recreation uses include walking, jogging, hiking, primitive camping, bird watching, bicycling, board and table games, and picnicking.

***Recreational vehicle*.** A motor vehicle primarily designed as temporary living quarters for recreational, camping, or travel use and which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicles include travel trailers, camping trailers, truck campers, motor homes, private motor coaches, park trailers, and other vehicles as defined in Florida Statutes. For the purposes of floodplain management, a recreational vehicle additionally is one built on a single chassis, four hundred square feet or less when measured at the largest horizontal projection, and designed to be self-propelled or permanently towable by a light-duty truck.

Recreational vehicle park. A place set aside and offered for the parking, accommodation, or rental of five or more recreational vehicles or tents used as seasonal or temporary living quarters for six months or less. See also "Campground."

Recycling. Any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Redevelopment. The removal and replacement, rehabilitation, or adaptive reuse of an existing structure or structures, or the rehabilitation or adaptive reuse of land from which previous improvements have been removed.

Registered professional. A professional registered or licensed by and in the State of Florida and who possesses the expertise and experience necessary for the competent preparation, submittal and certification of documents and materials, and performing of other services required in support of permitting, constructing, altering, inspecting, and operating a proposed or existing regulated use. Registered professionals include engineers, architects, surveyors and mappers, and geologists.

Repair services. Services to mend or restore items after their extended use, decay, breakdown, damage, or partial destruction. Repair services include motor vehicle repair, bicycle repair, appliance and electronic device repair, gunsmiths, locksmiths, upholstery services, furniture refinishing and repair, small engine and motor repair, and watch, clock and jewelry repair, but do not include construction trades or building repair activities.

Research facility. A facility for the conduct of investigation, study, examination, development, testing, and similar inquiries in various fields of science and engineering.

Residential use. Any regular use of a building by its occupants as a permanent home or place of abode, whether for household living or group living. Residential uses include single-family detached or attached dwellings, two-family and multi-family dwellings, dormitories, and nursing homes, but do not include any public lodging, tents, tourist cabins, day care, hospitals, correctional facilities, homeless shelters, or recreational vehicles.

Resort. A facility for transient guests where the primary attractions are recreational features or activities.

Resource recovery. The process of recovering materials or energy from solid waste, excluding those materials or solid waste under the control of the Nuclear Regulatory Commission.

Restaurant. A retail establishment in which the principal use is the preparation and sale of food and beverages, typically served and consumed on the premises and within the principal building, but also including take-out, fast food, drive-in and other forms of service and consumption.

Restrictive covenants. Private restrictions recorded with a subdivision plat or parcel deed which limit or otherwise govern the use, intensity, and development patterns of the land within the subdivision or parcel for a specified time.

Retail sales. The direct selling or renting of new or used goods or merchandise primarily to the general public for personal or household use or consumption, but also to businesses and other end users, and the provision of services incidental to such sales or rentals. Retail trade is characterized by an establishment that is usually a place of business and engaged in activity to attract buyers, that buys and receives as well as sells merchandise, that sells to customers for their own use, and that may process or manufacture some products incidental or subordinate to the principal selling activities.

Retail services. Services provided directly and primarily to the general public for personal or household use, but also to business and industry, and including products that are incidental to the services and usually consumed on the premises. The term "retail services" includes restaurants, public lodging, personal services, professional services, and repair services.

Rezone* or *rezoning. An amendment to the Official Zoning Map of Escambia County to effect a change in the adopted zoning district of a designated parcel or land area.

Right-of-way. An area of land occupied or intended to be occupied by a street, walkway, railroad, utility, drainage facility, or similar use. For the purposes of platting, the term "right-of-way" refers to land that is separate and distinct from adjoining parcels. Most generally, the term refers to the specific right of a person to pass over the land of another.

Road or roadway. See "Street."

Roof sign. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eave line of a building with a gambrel, gable or hip roof of the deck line of a building with a mansard roof.

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Runway protection zone. An area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

Riverine system. A generally linear aquatic community of non-tidal waters with a discrete channel, including rivers, tributaries, creeks, and intermittent streams. The landward extent of a riverine system is defined by ordinary high water.

Runway. The defined area on an airport or airfield prepared for landing and takeoff of aircraft along its length.

Rural. A sparsely developed area where most land is undeveloped or primarily used for agricultural purposes.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

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Section 5. Effective Date.

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

DONE AND ENACTED this_____ day of _____, 2017.

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)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

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ORDINANCE NUMBER 2017-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 4, LOCATION AND USE REGULATIONS, ARTICLE 4, AIRPORT AND AIRFIELD ENVIRONS, AMENDING SECTION 4-4.1, PURPOSE OF THE ARTICLE; AMENDING SECTION 4-4.2, GENERAL PROVISIONS; AMENDING SECTION 4-4.3 HAZARDS TO AIR NAVIGATION; ADDING SECTION 4-4.4 AIRPORT HAZARD STRUCTURE PERMIT; AMENDING SECTION 4-4.5 AIRPORT AND AIRFIELD PLANNING DISTRICTS; AMENDING SECTION 4-4.6 VARIANCES; ADDING SECTION 4-4.7 NONCONFORMING STRUCTURES; ADDING SECTION 4-4.8 APPEALS; AMENDING CHAPTER 6, DEFINITIONS; AMENDING SECTION 6-0.3 TERMS DEFINED, SUBSECTIONS "A", "P", and "Q & R" TO INCORPORATE DEFINITIONS NECESSARY FOR AIRPORT ZONING REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Board of County Commissioners finds that modifying the language to meet the requirements of Chapter 333, Florida Statutes, is necessary and serves an important public purpose; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 4, Location and Use Regulations, Article 4, Airport and Airfield Environs, is hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions)

Article 4 Airport and Airfield Environs

Sec. 4-4.1 Purpose of article.

This article establishes land use regulations that implement Comprehensive Plan policies requiring the prevention of airport and airfield hazards and incompatible land uses around those facilities. It is the intent of these regulations to ensure the continued safe and efficient use of navigable airspace and operation of airports, airfields and other air navigation or communication facilities within the county. Airport and airfield hazards effectively reduce the size of areas available for the landing, taking off and maneuvering of aircraft, tending to destroy or impair both the present and future utility of aviation facilities and any public investment in them. Incompatible uses and activities have the potential for being hazardous to persons and property on the ground as well as aircraft operations.

The County shall enforce its airport regulations to assure compliance with the requirements set forth in Chapter 333, Florida Statutes, as amended, to meet the intent of the Federal Aviation Administration's reviewed and accepted noise exposure maps, and to prevent encroachment into airport operational areas.

Sec. 4-4.2 General provisions.

(a) Approval required. All land uses and development activities in proximity to airports and airfields require county review, permitting, and approval for compliance with the regulations of this article unless the use or activity is specifically identified in the LDC as exempt from these regulations. The regulations include both obstruction limitations for flight safety and land use restrictions for areas exposed to noise and accident risk.

(b) Modification of regulations. Variances to the strict application of the regulations of this article may only be granted as specifically allowed by the variance provisions of this article and the compliance review processes of Chapter 2.

(c) Applicable airports and airfields. The following facilities, each with an established elevation of the highest point above mean sea level of its runways or landing areas, are protected by the provisions of this article:

Pensacola International Airport: 121 feet

Ferguson Airport: 27 feet

Naval Air Station (NAS) Pensacola, Sherman Field: 28 feet

~~Navy Outlying Landing Field (NOLF) Site 8: 110 feet~~

Any new airport as may be developed within the County.

(d) Source standards. The obstruction provisions of this article are derived from federal obstruction standards in *Safe, Efficient Use, and Preservation of the Navigable Airspace*, 14 CFR pt. 77, and Unified Facilities Criteria (UFC) 3-260-01, Airfield and Heliport Planning and Design. The land use compatibility provisions are derived from *Airport Noise Compatibility Planning*, 14 CFR pt. 150, and the Air

Installations Compatible Use Zones (AICUZ) program as described in OPNAV Instruction 11010.36C. However, whenever the provisions of this section reference federal standards or recommendations, the latest version is intended unless the context clearly indicates otherwise.

(e) Notifications.

(1) Federal Aviation Administration. Any person proposing any construction or alteration requiring notice to the Federal Aviation Administration (FAA) shall file such notice according to the applicability, form and time of notice requirements established in federal "preservation of navigable airspace" regulations. Subsequently, the FAA will make a determination of any hazard to air navigation

and the appropriateness of any obstruction marking and lighting or other measures necessary for the continued safety of air navigation. However, FAA determinations are not approvals or permits for any construction or development. Approval and permitting remain responsibilities of the state and county which have authority to require the air safety measures recommended by the FAA and to deny a construction or alteration permit regardless of FAA determinations.

(2) State of Florida. All variances to airport or airfield provisions of the LDC, or any amendments to them, shall be filed with the State of Florida in compliance with the provisions of this article. Any state permits required for structures exceeding federal standards for obstructions to air navigation shall be obtained according to Florida Statutes.

(3) Airport and airfield officials. Notification to airport or airfield officials is required for any property that is within a designated airport or airfield height limitation zone or planning district and is the subject of an application for rezoning, all site development, subdivision or Board or Adjustment (BOA) approval, or as otherwise determined appropriate by the Planning Official. Those officials identified in the interlocal agreement between Escambia County and the U.S. Navy shall be notified regarding military airfields, and the director of the Pensacola International Airport shall be notified regarding that facility.

Notification shall include access to application documents, a request to review and comment on proposed actions, and a request for recommendations to the county regarding application approval.

(f) Interior noise reduction. In areas of high noise exposure from normal airport and airfield operations, interior noise reduction methods are required to maintain compatibility for some uses. Anticipated high noise exposure is represented by noise zones according to a FAA standard measure of the 24-hour day-night average sound level (Ldn). Noise reduction required by the applicable noise zone shall be identified on building construction plans and accomplished according to nationally accepted sound attenuation methods. For the habitable space within any new building or building addition, the following noise reductions are required by exposure:

(1) Below 65 Ldn. For noise exposures less than 65 Ldn, no interior noise reduction is required.

(2) Between 65 and 70 Ldn. For noise exposures between 65 and 70 Ldn, an interior noise level reduction of at least 25 decibels (dB) is required for residential uses or educational facilities, and is recommended for other noise sensitive uses.

(3) Between 70 and 75 Ldn. For noise exposures between 70 and 75 Ldn, an interior noise level reduction of at least 30 dB is required for residential, educational, public assembly or reception, office, and other noise sensitive uses.

(4) Above 75 Ldn. For noise exposures above 75 Ldn, residential and educational uses are prohibited regardless of noise reduction measures, but an interior noise level reduction of at least 35 dB is required for public assembly or reception, office, and other noise sensitive uses.

(g) Divided parcels and buildings. Generally, when a parcel is divided by an airport or airfield planning district boundary, only that portion of the parcel within the district is subject to district requirements. Requirements of the areas or zones that make up a planning district are similarly limited. However, when any part of a parcel is within an airfield planning district, the avigation easement provisions apply to the entire parcel. For any new building or addition proposed within more than one noise zone, the more stringent sound reduction requirements apply to the entire building or addition.

(h) Transfer of development rights. At such time as the county may establish a comprehensive program for transfer of development rights, parcels within the airport and airfield planning districts shall be eligible as sending parcels, but shall not be included in that program as receiving parcels.

Sec. 4-4.3 Hazards to air navigation.

(a) Hazards prohibited. No permit or other approval to construct a new structure or establish a new use shall be granted that would allow the establishment or creation of an airport or airfield hazard. Additionally, no approval shall be granted that would allow a nonconforming use, structure or site condition to become a higher obstruction or greater hazard to air navigation.

(b) Obstruction hazards. A hazard to air navigation is presumed to exist when an object of natural growth or terrain, or of permanent or temporary construction or alteration, including mobile objects and equipment or materials used, exceeds any federally established standards for identifying obstructions to air navigation or navigational aids or facilities. Those standards apply regardless of other LDC height limits. ~~An object is not considered an obstruction hazard by the FAA or the county if an aeronautical study by the FAA concludes that the object is not a hazard to air navigation.~~

~~**(1) Height limit maps.** An object is or would be an obstruction to air navigation if it is of greater height than any of the federally established limits for airports and airfields. Those limits are mapped for each of the airports and airfields identified in this article and are specifically adopted here by reference as the *Airport and Airfield Height Limitation Zone Maps* of Escambia County. The maps are declared to be part of the LDC, with the information shown on them having the same force and effect as the text of the LDC. The height limitation zone maps represent the primary, clear zone, approach, horizontal, conical, transitional and other imaginary surfaces applicable to the takeoff and landing areas of each~~

~~airport or airfield. The maps are maintained digitally in the county's "Geographic Information System" (GIS).~~

~~**(2) Other height limits.** In addition to the established height limit surfaces for each airport and airfield, an object is or would be an obstruction to air navigation if it is of greater height than any of the following federally established height limits related to airports and airfields:~~

~~**a. Site of object.** A height of 499 feet above ground level at the site of the object.~~

~~**b. From airport/airfield.** A height that is 200 feet above ground level or above the established airport/airfield elevation, whichever is higher, within three nautical miles of the established reference point (approximate geometric center of runways) of Pensacola International Airport, NAS Pensacola Sherman Field and that height increasing at the rate of 100 feet for each additional nautical mile from the airport or airfield, up to a maximum of 499 feet.~~

~~**c. Other heights.** Other established heights, including those relating to the traverse ways of vehicles and other mobile objects, and airport and airfield approach, departure, takeoff and landing areas.~~

~~**(3)**~~ **(1) Exceeding height limits.** Except as otherwise provided, no object shall be constructed or altered in such a way as to exceed the height limitations established here unless a variance is first obtained according to the provisions of this article.

~~**(4)**~~ **(2) Obstruction marking and lighting.** Any permit granted for an obstruction to air navigation shall, as a condition of approval, require the owner to install, operate, and maintain at their expense any marking or lighting of the obstruction that has been recommended in a FAA aeronautical study determination, or as otherwise required by Florida Statutes. The county may also condition permit approval on any other obstruction marking and lighting recommendations provided by the operators of airports or airfields within the county.

(c) **Non-obstruction hazards.** The use or development of land shall not create or contribute to interference with the operation of aircraft, including the following non-obstruction hazards to air navigation:

(1) Dangerous lighting. No lights or illumination, whether for streets, parking, signs or other structures, shall be arranged and operated in a manner that is misleading or dangerous to aircraft operating from or in the vicinity of an airport or airfield, as determined by the operator of the airport or airfield.

(2) Smoke or glare. No operations of any type shall produce smoke, glare or other visual hazards within three statute miles of any designated airport or airfield, or any usable runway, with the exception of permitted projects or activities.

(3) Electronic interference. No operations of any type shall produce electronic interference with navigation signals or radio communication between an airport or airfield and any aircraft.

(4) Landfills. No sanitary landfill shall be operated within 10,000 feet from the nearest point of any runway used or planned to be used by ~~turbojet~~ turbine ~~or turboprop~~ aircraft, or within 5,000 feet of any runway used by only non-turbine ~~piston engine~~ aircraft; or outside those perimeters, but still within the lateral limits of the civil patrol imaginary surfaces defined in 14 C.F.R. s.77.19, as may be amended. Additionally, no landfill of any type shall be located so that it attracts or sustains hazardous bird movements from feeding, water or roosting areas into or across the runways or approach and departure patterns of aircraft. County approval of proposed landfill locations meeting these restrictions remains subject to conditions recommended by the operators of any affected airports or airfields.

(d) **Airport Obstruction Notification Zone.**

(1) Purpose. The purpose of the Airport Obstruction Notification Zone is to regulate obstructions for air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

(2) Location and map zone.

a. An Airport Obstruction Notification Zone is established around Pensacola International Airport (PNS) and consists of an imaginary surface extending from any point of the PNS runway at a slope of 100 to 1 at a horizontal distance of 20,000 ft. and a height of 200 ft. above ground level. The Airport Obstruction Notification Zone map may be reviewed annually by the Airport staff and updated/amended by the Airport Executive Director in conjunction with the County Development Services Department as needed to ensure currency.

b. An Airport Obstruction Notification Zone is established around Ferguson Airport and consists of any imaginary surface extending from any point of the a Ferguson runway at a slope of 50 to 1 at a horizontal distance of 10,000 ft. The Airport Obstruction Notification Zone map may be reviewed annually by the Airport staff and updated/amended by the Airport Executive Director in

conjunction with the County Development Services Department as needed to ensure currency.

c. An Airport Obstruction Notification Zone may be established around any new airport or airfield as necessary for the health, safety, and welfare of the public.

(3) Development Compliance: No object, structure, or alteration to a structure will be allowed within an Airport Obstruction Notification Zone at a slope exceeding 100 to 1 for a horizontal distance of 20,000 from the nearest PNS runway or a slope exceeding 50 to 1 for a horizontal distance of 10,000 feet from the nearest Ferguson Airport or 200 feet above ground level within these horizontal distances without an approved Permit issued by the Airport.

~~**Sec. 4-4.4 Airport and airfield planning districts.**~~

~~**(a) Pensacola International Airport Planning District.** The Pensacola International Airport Planning District (PNSPD) is established to provide enhanced protection in support of the continued operation of the Pensacola International Airport for areas that are close enough to the airport to influence or be influenced by its activities. The PNSPD imposes additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations.~~

~~**(1) Establishment.** The PNSPD is established through its definition and adoption within the LDC. The Pensacola International Airport Influence Planning District Overlay maps for noise zones and educational facility restrictions are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The PNSPD maps are maintained digitally in the county's "Geographic Information System" (GIS).~~

~~**(2) Real estate disclosure.** All real estate transactions for property within the *Pensacola International Airport Real Estate Disclosure Area* shall include a form disclosing the proximity of the site to the airport. The disclosure is intended to inform a potential property owner or occupant of the nearby airport and alert them to possible incompatibilities of the intended property use with airport operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.~~

~~**(b) Military airfield Influence planning districts.** Airfield influence planning districts (AIPDs) are established to provide enhanced protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities. AIPDs impose additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations. If~~

military operations permanently cease at an airfield, the supplemental requirements of its AIPDs will no longer apply to surrounding lands.

(1) General characteristics. Airfield influence planning districts are combinations of noise zones, clear zones, accident potential zones, and other areas of influence that overlap and combine to define a broad range of airfield influences on surrounding land use. The range of influences is divided between two planning districts: AIPD-1 composed of areas closest to an airfield and, therefore, with highest noise exposure and accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but that still may influence or be influenced by airfield operations.

(2) Clear zones and accident potential zones. Clear zones and accident potential zones identify areas near airfield runways where aircraft accidents are most likely, if they do occur. The zones are defined by the type of aircraft for which the runway is primarily used. Clear zones extend immediately beyond the ends of runways and designate areas of high accident potential. Accident potential zones (APZs) generally extend beyond clear zones and designate areas that remain impacted by accident potential. APZ-1 identifies areas that retain a significant potential for accidents. APZ-2 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.

(3) Establishment. AIPDs and their constituent zones and areas are established through their definition and adoption within the LDC. The Airfield Influence Planning District Overlay maps for NAS Pensacola and NOLF 8 are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The AIPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

(4) General AIPD requirements.

a. Real estate disclosure. All real estate transactions for property within an AIPD shall include a form disclosing the proximity of the site to the military airfield. The disclosure is intended to inform a potential property owner or occupant of the nearby airfield and alert them to possible incompatibilities of the intended property use with airfield operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.

b. Avigation easement. For any parcel within an AIPD where subdivision or any site plan approval is requested, the application shall include an executed avigation easement or proof of the public recording of an executed easement. The purpose of the easement is to grant a clear property right to maintain flight operations in the airspace above the property. The easement shall be in a

form approved by the County Attorney and recorded with the property deed to run in perpetuity with the land.

c. Rezoning. Rezoning is allowed within AIPDs, but density remains limited to the maximum density allowed by the AIPD, regardless of the zoning. The AIPD density limits shall govern.

(5) AIPD-1 requirements. Airfield Influence Planning District 1 (AIPD-1) defines areas of greatest protection for an airfield. AIPD-1 lies within a boundary connecting the outermost limits of an installation's clear zones, accident potential zones, or other areas necessary to achieve adequate protections. The following requirements apply to all lands within an AIPD-1 district:

a. Prohibited concentrations of population. Any use at such a scale that gatherings concentrating more than 25 people per acre and within a structure would be expected on a regular basis is prohibited. Such uses include sports stadiums, amphitheaters, auditoriums, clubhouses, churches, schools, hospitals, assisted living facilities, hotels and motels, restaurants, nightclubs and other establishments.

b. Residential density. Residential density is limited by the applicable zone or area with the AIPD according to the following:

1. Clear zones. Areas designated as "Clear Zone" are allowed no residential density except vested single-family dwellings on existing lots of record.

2. Area A. Areas designated as "Area A" are allowed no residential density except vested single-family dwellings on existing lots of record.

3. APZ-1. Areas designated as "Accident Potential Zone 1" (APZ-1) and aligned with airfield runways are allowed no residential density except vested single-family dwellings on existing lots of record. All other APZ-1 areas are limited to one dwelling unit per 2.5 acres.

4. APZ-2. Areas designated as "Accident Potential Zone 2" (APZ-2) and aligned with airfield runways are limited to two dwelling units per acre. All other APZ-2 areas are limited to three dwelling units per acre.

5. Area B. Areas designated as "Area B" are limited to three dwelling units per acre and only subject to the minimum lot area of the applicable zoning district.

c. Dwellings. Residential development is limited to detached single-family dwellings, including manufactured (mobile) homes if allowed by applicable zoning district. No single-family attached or multifamily dwellings are permitted. The planning district also prohibits the clustering of dwellings, including mobile home parks, whether by density transfers, planned unit development or other means.

d. Minimum lot area. The required minimum lot area shall be the inverse of the established maximum density except where noted. For example, a maximum density of three dwelling units per acre inversely requires at least one acre

~~per three dwelling units, so the minimum lot size for one dwelling unit is one-third acre.~~

~~**e. Parks and recreational facilities.** Outdoor sports facilities, parks and recreation areas are permitted, but all their structures are restricted to those that are accessory to the outdoor use, such as bleachers, backstops, picnic tables, public restrooms, concession stands, etc.~~

~~**f. Conditional uses.** The following uses require conditional use approval by the Board of Adjustment (BOA), regardless of whether they are permitted within the applicable zoning district:~~

~~**1.** Borrow pits and borrow pit reclamation.~~

~~**2.** Solid waste collection points, transfer stations, or processing facilities.~~

~~**3.** Salvage yards.~~

~~**g. Prohibited uses.** The following uses are prohibited:~~

~~**1.** Animal feedlots and similar facilities that concentrate animal feed and waste.~~

~~**2.** Electrical transmission lines above ground.~~

~~**3.** Stables designed to house more than four horses or other domesticated equine.~~

~~**4.** Telecommunications towers.~~

~~**5.** Outdoor storage if permanent, excluding farm equipment.~~

~~**6.** Motor vehicle sales, new or used.~~

~~**(6) AIPD-2 requirements.** AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.~~

Sec. 4-4.4– Airport Hazard Structure Permit

(a) Permitting

(1) Any individual seeking to alter, construct, or place any structure or development within any airport hazard area or runway protection zone or any land on, adjacent to, or in the immediate vicinity of airports or any individual seeking a building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming use approval, variance, or other official action by the County that will have the effect of permitting a development or alteration of land or a structure shall submit an application for Airport Hazard Review to the Development Services Department (DSD) for determination as to the need for an Airport Hazard Structures Permit.

(2) DSD shall make the initial determination with respect to whether the proposed development exceeds the height and surface within the Airport Obstruction

Notification Zone based upon on the maps in Appendix C as an element of the review. The review shall include the zoning, development order, and building permit application processes. If DSD determines the proposed development or alteration, including any associated use of temporary construction equipment, exceeds an Airport Obstruction Notification Zone surface or height threshold, then the applicant is required to obtain an Airport Hazard Structures Permit from DSD prior to the issuance of any further development orders or permits. DSD shall obtain technical input from the applicable airport as part of the permitting process. This provision applies to all development or improvements to land, including new development, redevelopment, building or use modifications, or similar actions.

(3) The permitting procedures for an Airport Hazard Structures Permit are outlined as follows. If an Airport Hazard Structures Permit application is deemed necessary by DSD as determined through the use of the Airport Obstruction Notification Zone map, the following procedures will apply:

a. After an initial review and the determination that a permit is required, DSD will give a written notice to the applicant that an Airport Hazard Structures Permit is required and that no further permits or development orders can be obtained from the County until an Airport Hazard Structures Permit is obtained.

b. The applicant must submit a completed Airport Hazard Structures Permit application to DSD at the Central Office Complex located at 3363 W Park Place, Pensacola, Florida 32505. DSD will complete a sufficiency review and then route the application to the affected airport. The affected airport will review the application and provide comment to DSD.

c. Upon receipt of a complete permit application, DSD shall provide a copy of the application to the State of Florida, Department of Transportation (FDOT) Aviation Office by certified mail, return receipt requested, or by a delivery service that provides a receipt evidencing delivery.

d. The permit application shall also be provided to the City of Pensacola within ten (10) calendar days of the filing of the application.

e. The affected airport, FDOT, and the City will review the application to evaluate technical consistency with this subsection. The County shall allow the airport, the Department of Transportation, and the City a 15-day review period following receipt of the application. This review period shall run concurrently with the local government permitting process. DSD shall consider any comments from the affected airport, FDOT, and the City in processing permit applications under this Section.

(3) In determining whether to issue or deny a permit, DSD shall consider the following, as applicable:

a. The safety of persons on the ground and in the air.

b. The safe and efficient use of navigable airspace.

c. The nature of the terrain and height of existing structures.

d. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in Chapter 330, Florida Statutes, as may be amended, and rules adopted thereunder.

e. The character of existing and planned flight operations and developments at public-use airports.

f. Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.

g. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at the affected airport.

h. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area

(4) Approval of a permit will not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard.

(b) The County shall enforce the issuance or denial of any permit or other determination related to Air Hazard Permit applications by any means provided, authorized, or allowed by law or ordinance, including Florida Statutes and Chapter 30, *Code Enforcement*, Part 1, Escambia County Code of Ordinances. More particularly:

(1) Procedural remedies. Failure to comply with LDC provisions may result in application denial, delay of application approval, conditional application approval, voiding an application approval, delay of use, or penalties as additionally may be prescribed by the LDC.

(2) Civil Remedies. The BCC or any aggrieved party, as defined by state law, may apply to the Circuit Court of Escambia County, Florida, to enjoin and restrain any person violating the provisions of this Section.

(3) Criminal Remedies. Any person who violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of, any of the provisions of the LDC, shall be subject to a misdemeanor punishable by fine and/or imprisonment according to state law. Upon conviction the person shall additionally pay all expenses of the county in the case. Each day a violation exists shall constitute a separate offense.

(c) Permitting by the County for the construction or alteration of structures dangerous to air navigation or for structures governed by Title 14, CFR, Part 77 shall consider whether or not a permit has been obtained from FDOT Aviation or FDOT Aviation has confirmed that no FDOT permit is necessary.

Sec. 4-4.5 Airport and airfield planning districts.

(a) Pensacola International Airport Planning District. The Pensacola International Airport Planning District (PNSPD) is established to provide enhanced protection in support of the continued operation of the Pensacola International Airport for areas that are close enough to the airport to influence or be influenced by its activities. The PNSPD imposes additional restrictions on surrounding development that primarily

address noise and safety concerns created by flight operations and potential interferences with those operations.

(1) Establishment. The PNSPD is established through its definition and adoption within the LDC. The Pensacola International Airport Influence Planning District Overlay maps for noise zones and educational facility restrictions are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The PNSPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

(2) Real estate disclosure. All real estate transactions for property within the *Pensacola International Airport Real Estate Disclosure Area* shall include a form disclosing the proximity of the site to the airport. The disclosure is intended to inform a potential property owner or occupant of the nearby airport and alert them to possible incompatibilities of the intended property use with airport operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.

(b) MilitaryAirfield Influence Planning Districts. Airfield Influence Planning Districts (AIPDs) are established to provide enhanced protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities. AIPDs impose additional restrictions on surrounding development that primarily address noise and safety concerns created by flight operations and potential interferences with those operations. If military operations permanently cease at an airfield, the supplemental requirements of its AIPDs will no longer apply to surrounding lands.

(1) General characteristics. Airfield Influence Planning Districts are combinations of noise zones, clear zones, accident potential zones, and other areas of influence that overlap and combine to define a broad range of airfield influences on surrounding land use. The range of influences is divided between two planning districts: AIPD-1 composed of areas closest to an airfield and, therefore, with highest noise exposure and accident risk; and AIPD-2 composed of areas further from the airfield than AIPD-1, but that still may influence or be influenced by airfield operations.

(2) Clear zones and accident potential zones. Clear zones and accident potential zones identify areas near airfield runways where aircraft accidents are most likely, if they do occur. The zones are defined by the type of aircraft for which the runway is primarily used. Clear zones extend immediately beyond the ends of runways and designate areas of high accident potential. Accident potential zones (APZs) generally extend beyond clear zones and designate areas that remain impacted by accident potential. APZ-1 identifies areas that retain a significant

potential for accidents. APZ-2 identifies areas beyond APZ-1 that retain lower but measurable potential for accidents.

(3) Establishment. AIPDs and their constituent zones and areas are established through their definition and adoption within the LDC. The Airfield Influence Planning District Overlay maps for NAS Pensacola and NOLF 8 are specifically adopted here by reference and declared to be part of the LDC, with the information shown on the maps having the same force and effect as the text of the LDC. The AIPD maps are maintained digitally in the county's "Geographic Information System" (GIS).

(4) General AIPD requirements.

a. Real estate disclosure. All real estate transactions for property within an AIPD shall include a form disclosing the proximity of the site to the military airfield. The disclosure is intended to inform a potential property owner or occupant of the nearby airfield and alert them to possible incompatibilities of the intended property use with airfield operations. The disclosure form shall be attached to all listing agreements, sales and rental contracts, subdivision plats, and marketing materials provided to prospective buyers, renters and lessees. The form need not be included in advertisements directed to the public at large. Disclosure is required as soon as practicable, but shall occur before the making or acceptance of an offer to buy, rent or lease.

b. Avigation easement. For any parcel within an AIPD where subdivision or any site plan approval is requested, the application shall include an executed avigation easement or proof of the public recording of an executed easement. The purpose of the easement is to grant a clear property right to maintain flight operations in the airspace above the property. The easement shall be in a form approved by the County Attorney and recorded with the property deed to run in perpetuity with the land.

c. Rezoning. Rezoning is allowed within AIPDs, but density remains limited to the maximum density allowed by the AIPD, regardless of the zoning. The AIPD density limits shall govern.

(5) AIPD-1 requirements. Airfield Influence Planning District 1 (AIPD-1) defines areas of greatest protection for an airfield. AIPD-1 lies within a boundary connecting the outermost limits of an installation's clear zones, accident potential zones, or other areas necessary to achieve adequate protections. The following requirements apply to all lands within an AIPD-1 district:

a. Prohibited concentrations of population. Any use at such a scale that gatherings concentrating more than 25 people per acre and within a structure would be expected on a regular basis is prohibited. Such uses include sports stadiums, amphitheaters, auditoriums, clubhouses, churches, schools, hospitals, assisted living facilities, hotels and motels, restaurants, nightclubs and other establishments.

b. Residential density. Residential density is limited by the applicable zone or area with the AIPD according to the following:

1. **Clear zones.** Areas designated as "Clear Zone" are allowed no residential density except vested single-family dwellings on existing lots of record.
2. **Area A.** Areas designated as "Area A" are allowed no residential density except vested single-family dwellings on existing lots of record.
3. **APZ-1.** Areas designated as "Accident Potential Zone 1" (APZ-1) and aligned with airfield runways are allowed no residential density except vested single-family dwellings on existing lots of record. All other APZ-1 areas are limited to one dwelling unit per 2.5 acres.
4. **APZ-2.** Areas designated as "Accident Potential Zone 2" (APZ-2) and aligned with airfield runways are limited to two dwelling units per acre. All other APZ-2 areas are limited to three dwelling units per acre.
5. **Area B.** Areas designated as "Area B" are limited to three dwelling units per acre and only subject to the minimum lot area of the applicable zoning district.

c. Dwellings. Residential development is limited to detached single-family dwellings, including manufactured (mobile) homes if allowed by applicable zoning district. No single-family attached or multifamily dwellings are permitted. The planning district also prohibits the clustering of dwellings, including mobile home parks, whether by density transfers, planned unit development or other means.

d. Minimum lot area. The required minimum lot area shall be the inverse of the established maximum density except where noted. For example, a maximum density of three dwelling units per acre inversely requires at least one acre per three dwelling units, so the minimum lot size for one dwelling unit is one-third acre.

e. Parks and recreational facilities. Outdoor sports facilities, parks and recreation areas are permitted, but all their structures are restricted to those that are accessory to the outdoor use, such as bleachers, backstops, picnic tables, public restrooms, concession stands, etc.

f. Conditional uses. The following uses require conditional use approval by the Board of Adjustment (BOA), regardless of whether they are permitted within the applicable zoning district:

1. Borrow pits and borrow pit reclamation.
2. Solid waste collection points, transfer stations, or processing facilities.
3. Salvage yards.

g. Prohibited uses. The following uses are prohibited:

1. Animal feedlots and similar facilities that concentrate animal feed and waste.

2. Electrical transmission lines above ground.

3. Stables designed to house more than four horses or other domesticated equine.

4. Telecommunications towers.

5. Outdoor storage if permanent, excluding farm equipment.

6. Motor vehicle sales, new or used.

(6) AIPD-2 requirements. AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.

Sec. ~~4-4.5~~ 4-4.6 Variances.

(a) General eligibility. A variance to the airport and airfield regulations of the LDC is generally contrary to the safe and efficient use of navigable airspace and the operation of airports and airfields. However, where compliance with the requirements creates an exceptional hardship on an applicant for development approval, the Board of Adjustment (BOA) may, in compliance with Florida Statutes and the quasi-judicial variance process prescribed in Chapter 2, approve or deny a request for a site-specific modification to the air navigation obstruction standards of this article for the erection, alteration, or modification of any structure that would cause those standards to be exceeded. Additionally, a variance to the educational facility construction prohibition associated with the Pensacola International Airport may be requested. No other variances, however, are applicable to the requirements of the airport and airfield environs.

(b) Specific limitations. In addition to the general variance review and approval requirements prescribed in Chapter 2, available variances to airport and airfield environs provisions shall comply with all of the following conditions:

(1) State review. As required by state regulations, the applicant shall provide a copy of the variance application to the Florida Department of Transportation (FDOT) by certified mail to allow a 45-day opportunity for department comment. The county may proceed with consideration of the application in a public hearing only upon receipt of FDOT review comments or a waiving of that right.

(2) Required findings. A variance may only be granted where the applicant demonstrates, and the BOA establishes in its findings, all of the following conditions as applicable:

a. No hazard. For an obstruction to air navigation, a valid aeronautical study by the FAA has concluded that the object is not a hazard to air navigation.

b. Public policy. For a prohibited educational facility, the public policy reasons for allowing the construction outweigh the health and safety concerns prohibiting such a location.

c. No objections. U.S. Navy officials, the director of the Pensacola International Airport, or other operators of airports or airfields within the county have no substantial objections to the variance, or their objections will be addressed through conditions of the variance approval.

d. Hardship. A literal application or enforcement of the regulations would result in practical difficulty or unnecessary hardship.

e. Public interest. The relief granted would not be contrary to the public interest.

f. Intent. The relief granted would do substantial justice and be in accordance with the intent of county and state regulations.

(3) Conditions of approval. Any variance granted by the BOA is subject to the following conditions:

a. Any reasonable conditions that the BOA finds necessary to accomplish the purposes of county and state regulations.

b. A variance granted for an obstruction to air navigation shall require the owner to install, operate and maintain at his expense any marking or lighting of the obstruction that has been recommended in a FAA aeronautical study determination, or as otherwise required by Florida Statutes. The BOA may also condition approval on any other obstruction marking and lighting recommendations provided by the operators of airports or airfields within the county.

c. The applicant shall provide FDOT a copy of the county decision on an obstruction variance application within ten days of issuance of the decision.

Sec. 4-4.7. Nonconforming Structures

If any nonconforming structure is determined to be an airport hazard and the owner will not remove, lower, or otherwise eliminate it or the approach protection necessary cannot, because of constitutional limitations, be provided by airport zoning regulations, or it appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations, then DSD shall notify the County Attorney's Office and County Administrator in order to conduct an analysis related to public acquisition either by purchase, grant, or condemnation, in the manner provided in Chapter 73 and Chapter 74, Florida Statutes.

Sec. 4-4.8- Appeals

(a) Any individual, political subdivision or its administrative agency, or a joint airport zoning board that contests a decision made on an improper application of airport zoning regulations may appeal the decision.

(b) All appeals shall be heard by the Escambia County Board of Adjustment (BOA). All appeals shall be made within 15 days after the date of the official's decision according to the provisions for appeal of administrative decisions as prescribed in Article 6. Upon notice of appeal, the Building Official and Planning and Zoning

Official shall forthwith transmit to the BOA all the papers constituting the record upon which the appeal was taken.

(c) The BOA shall fix a reasonable time for hearing appeals, and shall give public notice and provide notice to the interested parties. The BOA shall render a decision within a reasonable time. The BOA shall notify in writing the airport manager and NAS facilities management office, FDOT, and the City of Pensacola of all meetings in which an appeal under this Section is scheduled. During the hearing before the BOA, any party may appear in person, by agent, or by attorney.

(d) The BOA may, in conformity with the provisions of this chapter, reverse or affirm, in whole, or in part, or modify the order, requirement, decision or determination, as may be necessary.

(e) If the final determination of the BOA is denial, no new application for the same use on the same parcel can be accepted for review until at least 180 days from the date of the denial. A final determination of the BOA may be appealed by petitioning the circuit court for judicial review within 30 days after date of the board's decision, and providing a copy of the petition to the clerk of the board.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, Sections "A", "P", and "Q & R" are hereby amended as follows: (words underlined are additions and words ~~stricken~~ are deletions)

6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

- A -

Abandoned sign. Any sign face which advertises a business no longer conducted or product no longer sold. In making the determination that a sign advertises a business no longer being conducted, the enforcement official shall consider the existence or absence of a current occupational license, utility service deposit or account, use of the premises and relocation of the business. An abandoned sign is prohibited and shall be removed by the owner of the premises when there is a lack of maintenance or sign faces are missing, or as otherwise provided for in this article.

Any sign structure which has not been used for business purposes for over 90 days, and is nonconforming as to existing codes regarding height, setback or maintenance.

Any previously permitted portable or temporary sign for which the permit has expired.

Accessory structure. A building or other structure that is subordinate in extent and purpose and customarily incidental to the principal structure on the same lot, and is typically detached from it.

***Accessory dwelling unit*.** A dwelling unit that is an accessory structure to a single-family dwelling.

Accessory use. A use of land or structure that is subordinate in extent and purpose, and is customarily incidental to the principal use on the same lot. The term "accessory use" includes support services and functions for employees, customers, tenants and visitors customarily associated with the principal use.

Act of God. An act caused by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man, without human intervention, and of a character that it could not have been prevented or escaped from by any amount of foresight or reasonable degree of care or diligence.

Addition. As applicable to building construction, any walled and roofed expansion of a building that increases the existing building height, length, width, floor area, or site coverage. If an expansion is connected to a building by a firewall, or is separated by independent perimeter load-bearing walls, it is considered new construction and not an addition.

Adult day care center. A state licensed facility, whether operated for profit or not, which provides basic services for part of a day to three or more persons who are 18 years of age or older, who are not related to the facility owner or operator, and who require such services. As used here, basic services include providing a protective setting that is as non-institutional as possible, therapeutic programs of social and health activities and services, leisure activities, self-care training, rest, nutritional services, and respite care.

Adult entertainment establishment. An adult theater, adult bookstore, adult performance establishment, or other adult use or activity as defined in the *Adult Entertainment Code* of Chapter 18, *Businesses*, Part I, Escambia County Code of Ordinances.

***Adult family-care home*.** A state licensed, full-time, family-type living arrangement in a private home under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis for no more than five disabled adults or frail elders who are not relatives. An adult family-care home is a form of household living.

Affordable housing. Housing with monthly rents or monthly mortgage payments, including taxes, insurance, and utilities, that do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income established by the state for extremely-low-income, very-low-income, low-income, and moderate-income households as applicable.

Agent. A person authorized by contract or other valid authority to act for and under the direction of another person, the agent's principal, when dealing with third parties, and who can enter into binding agreements on the principal's behalf.

Agricultural-related activity. An activity in support of or accessory to agriculture.

Agricultural processing, major. Activities involving a variety of processing operations on crops after harvest, or on livestock, which typically generate dust, noise, odors, pollutants, or visual impacts that can adversely affect adjacent properties. Such activities include feedlots, slaughterhouses, rendering plants, large-scale mills, refineries, canneries, and milk processing plants.

***Agricultural processing, minor*.** Activities involving a variety of processing operations on crops after harvest to prepare them for market, or for further processing or packaging out of the agricultural area, and which cannot be characterized as major agricultural processing. Such activities include cleaning, sorting, drying, roasting, hulling, shelling, baling, custom milling, cotton ginning, packing and storing.

Agriculture or agricultural use. The active production of plants, animals or their products through cultivation of soil, growing and harvesting of crops, or raising of livestock. Agricultural crops include grains, legumes, oil seeds, roots and tubers, fibers, fruits, nuts, vegetables and forages. Agricultural livestock includes dairy and beef cattle, sheep, goats, pigs, poultry and horses. The terms “agriculture” or “agricultural use” also include bees and apiary products, plant nursery and greenhouse products, the breeding of animals, the storage of harvested products, and land devoted to soil conservation. However, the terms do not include agricultural processing or packaging, waste composting, silviculture or timber harvesting, aquiculture, or farm worker housing.

Airfield. Any area of land or water that is designed and set aside for the landing and taking off of military aircraft.

Airport. ~~Any area of land or water that is designed and set aside for the landing and taking off of civilian aircraft.~~ Any land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.

Airport or airfield hazard. ~~Any structure, object of natural growth, or use of land which would exceed federal obstruction standards, which obstructs the airspace required forthe flight of aircraft in taking off, maneuvering, or landing, and for which no person has previously obtained a permit or variance according to Florida Statutes.~~ An obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation.

Airport hazard area. Any area of land or water upon which an airport hazard might be established.

Airport land use compatibility zoning. Airport zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of airports.

Airport master plan. A comprehensive plan of an airport which typically describes current and future plans for airport development designed to support existing and future aviation demand.

Airport obstruction. Any existing or proposed object, terrain, or structure construction or alteration that exceed the federal obstruction standards contained in 14 C.F.R. part 77, subpart C, as may be amended. The term includes: any object of nature growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Airport protection zoning regulations. Airport zoning regulations governing airport hazards.

Alcoholic beverage. Any liquor, beer, wine, or other distilled spirits or beverages containing one-half of one percent or more alcohol by volume.

Alley. A public or private right-of-way that affords a secondary means of access to the back or the side of a lot otherwise abutting a street, and not intended or used for general traffic circulation.

All-weather surface. A hard driving surface (e.g., asphalt, concrete, compacted gravel or shell) designed and constructed to ensure adequate runoff of stormwater under normal rainfall conditions and capable of withstanding normal weather conditions during ordinary use without substantial deterioration.

Alteration. For the purpose of regulating structures, any change or modification that would result in a change in height or lateral dimensions of an existing structure, including cosmetic improvements, repairs, remodeling, and structural support changes.

Amusement, commercial. Any facility that is maintained or operated for the provision of amusement, entertainment or recreation to the general public for a fee. Indoor amusements include pinball machines, video games, and other games of skill or scoring such as billiards. Outdoor amusements include miniature golf, automobile race tracks, waterslides and amusement rides.

Amusement arcade. A business establishment open to the public and offering games, rides, shows, or similar facilities and devices, typically operated by coin or token, for entertainment or amusement purposes only. Such facilities and devices do not include bingo games, gambling devices, or any devices prohibited by law.

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Animal grooming service. A business providing bathing, clipping, combing or similar grooming services to enhance the appearance or health of domestic animals, but not including any overnight boarding of animals.

Animal shelter. A facility used to house or board stray, homeless, abandoned or unwanted animals and that is operated by a public agency or a recognized non-profit organization devoted to the welfare, protection, and humane treatment of animals.

Applicant. Any person, including the person's agent, who submits an application to the county requesting development approval or other consideration according to any of the compliance review processes prescribed by the LDC.

Aquaculture. *The* growing and harvesting of freshwater and saltwater populations of aquatic organisms such as fish, crustaceans, mollusks, and aquatic plants under controlled conditions.

Aquifer. A groundwater bearing geologic formation that contains enough saturated permeable material to yield significant quantities of water.

Arcade amusement center. A place of business operating as an arcade amusement center in compliance with Florida Statutes and any county ordinances that define or regulate such businesses.

Area of special flood hazard. The land within a floodplain subject to a one percent or greater chance of flooding in any given year (the base flood), designated on the community's Flood Insurance Rate Map (FIRM) as zone A, AE, AO, AH, V, or VE.

Assisted living facility. Any state licensed private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. As used here, personal services means direct physical assistance with or supervision of the activities of daily living, the self-administration of medication and other services which the state may define, but not the provision of medical, nursing, dental, or mental health services. An assisted living facility may be either household living or group living, according to the type of facility and form of residential occupancy and may also be known as personal care or residential care.

Automobile rental. The renting or leasing of passenger cars, vans, or light trucks (gross vehicle weight rating no more than 8500 lbs), without drivers, for purposes of routine conveyance of passengers, generally for short periods of time. Rental facilities may include incidental storage or parking, and washing and servicing of vehicles for rent or lease.

Automobile sales. The use of any building or land for the display and sale of new or used passenger cars, vans, or light trucks (gross vehicle weight rating no more than 8500 lbs). Sales facilities may include vehicle preparation, repair work, rental, or leasing conducted as an accessory use.

Avigation easement. An easement that gives a clear property right to maintain aircraft flight operations in the airspace above the property.

Awning. A roof-like structure that projects from the wall of a building, cantilevered or otherwise entirely supported from the building, and composed of a lightweight rigid or retractable skeleton over which a cover is attached, typically to protect a doorway or window from the elements.

Awning, canopy or marquee sign. A sign that is mounted or painted on, or attached to, an awning, canopy, or marquee that is otherwise permitted by county ordinance. The sign shall not project above, below or beyond the awning, canopy or marquee.

- P -

Parcel. A unit of land within legally established property lines, or a lot or contiguous group of lots, in single ownership or under single control, and considered a unit for purposes of development.

Park. Any public or private land that is predominantly open space with natural vegetation and landscaping, and used primarily for active or passive not-for-profit recreational purposes.

Parking lot. An open area at ground level providing off-street parking spaces, excluding residential driveways.

Parking lot, commercial. A parking lot that is not an accessory use to any other use and provides parking for a fee.

Park trailer. A type of recreational vehicle constructed on a single chassis to American National Standards Institute (ANSI) or U.S. Department of Housing and Urban Development (HUD) standards, consisting of a transportable unit with body width not exceeding 14 feet, designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances, and as may otherwise be defined by Florida Statutes.

Pawnshop. Any location at which a pawnbroker conducts the business of making pawns; that is, providing any advancement of funds on the security of pledged goods on condition that the pledged goods are left in the possession of the pawnbroker for the duration of the pawn and may be redeemed by the pledgor on the terms and conditions of the pawn.

Pensacola Beach**.** That part of Santa Rosa Island under the jurisdiction of the Board of County Commissioners of Escambia County, Florida.

Perdido Key**.** The barrier island and coastal areas extending westward from Pensacola Pass to the Florida/Alabama state line.

Permitted use. Any use authorized or of right in a particular zoning district or land use category.

Personal services. Non-medical retail services involving the care of a person or his personal goods or apparel, such as the services of a barber shop, beauty or tanning salon, health club or spa, pet groomer, laundromat or dry cleaner, tailor, psychic reader, or tattoo parlor, but not including repair services or professional services as defined in this chapter.

Pervious surface. Any surface that easily allows the infiltration of water. Such permeable or porous surfaces include natural or landscaped vegetation and other surfaces for which runoff coefficients no greater than 0.25 are typically used for stormwater management calculations.

Pier. See "Dock."

Place of worship. A building that is used primarily for worship or religious assembly on a regular basis and may include related facilities such as classrooms and administrative offices, but does not include facilities used exclusively for residences, schools, day care, shelter, recreation or other uses not normally associated with worship. Places of worship include churches, chapels, cathedrals, synagogues, temples, and mosques.

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Planned unit development (PUD). An process for providing flexibility in LDC regulations governing the planning and design of subdivisions that permits and encourages greater creativity for the mutual benefit of developers and the public not anticipated by the strict application of those regulations.

Planning Board. The advisory authority appointed by the Board of County Commissioners to serve as the local planning agency (LPA) for Escambia County, and whose scope of authority and specific duties are established within the Comprehensive Plan and LDC.

Plat. A map or delineated representation of the subdivision of land, being a complete, exact representation of the subdivision and including other information in compliance with the requirements of the LDC and Florida Statutes (Chapter 177, Part I).

Political sign. A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Porch. A roofed structure attached to a building and open on two or more sides which may be screened, and having direct access to or from the building.

Political sign. A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Portable sign. Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; including such signs even though the wheels may be removed and the remaining chassis or support structure converted to

A- frames or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising unless part of an outdoor restaurant; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of business, the sign area is less than two square feet per side and there is no reasonable alternative storage space.

Portable storage container. Any container, pod, trailer or other unit that is designed to temporarily store items and to be transported to and stored off site, typically by a private moving or storage company at a centralized warehouse. The term "portable storage container" does not include solid waste dumpsters or tool sheds.

Positive drainage outfall. A conveyance system with adequate capacity to contain, control, and transmit stormwater runoff to a creek, stream, river, bay, gulf, ocean, or other waters of the state, or waters of the United States, or to any approved Escambia County or Florida Department of Transportation drainage system having sufficient capacity.

Post-incarceration reentry facility. A facility providing assistance with substance abuse, mental and physical health issues, job training and placement, and other services to individuals reentering communities from correctional facilities.

Power plant. An electrical power generation facility operated by a public utility or independent power producer that converts one or more energy sources to provide electricity to the electrical transmission grid and distribution system. The term "power plant" refers to an industrial facility and does not include small-scale generation systems of customers that may sell surplus power back to the franchised power provider through their metered service.

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Predominantly commercial development. Development for which more than two-thirds of the development parcel area and more than two-thirds of all gross floor area within the parcel is devoted to commercial use.

Predominantly residential development. Development for which more than two-thirds of the development parcel area and more than two-thirds of all gross floor area within the parcel is devoted to residential use.

Premises. Any parcel together with any improvements thereon.

Primary dune. The first natural or manmade dune located landward of the beach with sufficient vegetation, height, continuity, and configuration to offer protective value to upland property. The landward extent occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Prime farmland. One of several classes of land defined in the *Soil Survey of Escambia County, Florida*, U.S. Department of Agriculture, as having the best combination of physical and chemical characteristics for producing food, feed, forage,

fiber, and oilseed crops, and available as cultivated land, pastureland, forestland or other lands not built upon or urbanized.

Principal structure. The structure that is occupied by or otherwise defines the principal use of a parcel.

Principal use. The main or predominant purpose for which a structure or parcel of land is used, occupied, maintained, designed, arranged, or intended, as distinguished from an accessory use.

Processing. As applicable to solid waste, any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage, or recycling; safe for disposal; or reduced in volume or concentration.

Professional services. Specialized work by members of recognized professions trained and engaged in such work for a career, typically requiring a license or other legal authorization to perform, and predominantly provided on the premises of an office or clinic. Professional services include the work of insurance agents, realtors, bankers, accountants, stock brokers, financial advisors, engineers, architects, land surveyors, dentists, physicians, therapists, attorneys, and other professionals, but do not include the provision of "personal services" as defined in this chapter.

Prohibited use. Any use not identified as a permitted or conditionally permitted use by the applicable zoning district, and not otherwise determined to be such a permitted use according to the use classification provisions of the LDC.

Property line. The recorded boundary of a lot or other tract of land.

Projecting sign. A sign that is wholly or partly dependent upon a building for support and which projects more than 24 inches from such building.

Protected tree. A living tree that, according to the provisions of the LDC, cannot be removed or otherwise willfully harmed without first obtaining appropriate authorization from the county.

Pruning. The act of removing tree branches, limbs, or roots to remedy a hazard or to maintain or improve the form or health of a tree, performed in a careful and systematic manner according to standard arboricultural practices so as not to damage other parts of the of the tree or other trees. Standard practices include those outlined in American National Standards Institute (ANSI) standard A300, Part 1-2001, *Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices*.

Public facilities. Major capital improvements, including transportation, sanitary sewer, solid waste, stormwater management, potable water, educational, and recreational facilities.

Public lodging establishment. A unit, group of units, building, or group of buildings within the same complex which is rented to guests as a transient accommodation (more than three times in a calendar year for periods less than 30 days), rented as a non- transient accommodation (for periods of at least 30 days), or is advertised or offered to the public as a place regularly rented to guests for such accommodations. Public lodging establishments include hotels, motels, resort condominiums, bed and breakfast inns, and boarding or rooming houses, but do not include dormitories, campgrounds, or recreational vehicle parks.

Public use airport. means an airport, publicly or privately owned, licensed by the State, which is open for use by the public.

Public utilities. See "Utilities, public."

- Q & R -

Quadruplex. A four-unit multi-family dwelling.

Quasi-judicial hearing. A public hearing before an administrative board or official held to obtain testimony or comment regarding the application of adopted policy to a specific development application or land use decision, and subject to specific due process procedural requirements to assure fact-based decisions by the board or official.

Real estate sign. A sign pertaining to the sale or lease of the premises, or a portion of the premises, in which the sign is located.

Reclamation. The restoration or rehabilitation to useful purposes and safe and healthful conditions of lands adversely affected by mining, excavation, erosion, land clearing, or other processes. Reclamation may include filling, reshaping, revegetation and other activities to achieve the long-term stability of the affected lands and protection of surrounding uses and natural resources.

Record drawings. Construction drawings certified by the engineer of record and provided to the county for the purpose of documenting improvements as actually constructed.

Recovered materials. Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation. Recovered materials as described here are not solid waste and does not include materials destined for any use that constitutes disposal.

Recovered materials processing facility (RMPF). A facility engaged solely in the storage, processing, resale, or reuse of recovered materials.

Recreation, active. Leisure time activity, indoor or outdoor, that usually requires some constructed facilities, is typically structured and organized to take place at prescribed

places, and is usually performed with others. Active recreation uses include campgrounds, recreational vehicle parks, off-highway vehicle trails, shooting ranges, swimming pools, ice and roller skating rinks, baseball and other sport fields, skateboard parks, bowling lanes, tennis courts, golf courses, and playgrounds.

Recreation, passive. Leisure time activity that generally does not require a developed site, has minimal impact on the recreation site, typically involves existing natural resources or amenities, and has low potential for nuisance to adjacent properties. Passive recreation uses include walking, jogging, hiking, primitive camping, bird watching, bicycling, board and table games, and picnicking.

Recreational vehicle**.** A motor vehicle primarily designed as temporary living quarters for recreational, camping, or travel use and which either has its own motive power or is mounted on or drawn by another vehicle. Recreational vehicles include travel trailers, camping trailers, truck campers, motor homes, private motor coaches, park trailers, and other vehicles as defined in Florida StatutesDRAFT For the purposes of floodplain management, a recreational vehicle additionally is one built on a single chassis, four hundred square feet or less when measured at the largest horizontal projection, and designed to be self-propelled or permanently towable by a light-duty truck.

Recreational vehicle park. A place set aside and offered for the parking, accommodation, or rental of five or more recreational vehicles or tents used as seasonal or temporary living quarters for six months or less. See also "Campground."

Recycling. Any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Redevelopment. The removal and replacement, rehabilitation, or adaptive reuse of an existing structure or structures, or the rehabilitation or adaptive reuse of land from which previous improvements have been removed.

Registered professional. A professional registered or licensed by and in the State of Florida and who possesses the expertise and experience necessary for the competent preparation, submittal and certification of documents and materials, and performing of other services required in support of permitting, constructing, altering, inspecting, and operating a proposed or existing regulated use. Registered professionals include engineers, architects, surveyors and mappers, and geologists.

Repair services. Services to mend or restore items after their extended use, decay, breakdown, damage, or partial destruction. Repair services include motor vehicle repair, bicycle repair, appliance and electronic device repair, gunsmiths, locksmiths, upholstery services, furniture refinishing and repair, small engine and motor repair, and watch, clock and jewelry repair, but do not include construction trades or building repair activities.

Research facility. A facility for the conduct of investigation, study, examination, development, testing, and similar inquiries in various fields of science and engineering.

Residential use. Any regular use of a building by its occupants as a permanent home or place of abode, whether for household living or group living. Residential uses include single-family detached or attached dwellings, two-family and multi-family dwellings, dormitories, and nursing homes, but do not include any public lodging, tents, tourist cabins, day care, hospitals, correctional facilities, homeless shelters, or recreational vehicles.

Resort. A facility for transient guests where the primary attractions are recreational features or activities.

Resource recovery. The process of recovering materials or energy from solid waste, excluding those materials or solid waste under the control of the Nuclear Regulatory Commission.

Restaurant. A retail establishment in which the principal use is the preparation and sale of food and beverages, typically served and consumed on the premises and within the principal building, but also including take-out, fast food, drive-in and other forms of service and consumption.

Restrictive covenants. Private restrictionsDRAFT recorded with a subdivision plat or parcel deed which limit or otherwise govern the use, intensity, and development patterns of the land within the subdivision or parcel for a specified time.

Retail sales. The direct selling or renting of new or used goods or merchandise primarily to the general public for personal or household use or consumption, but also to businesses and other end users, and the provision of services incidental to such sales or rentals. Retail trade is characterized by an establishment that is usually a place of business and engaged in activity to attract buyers, that buys and receives as well as sells merchandise, that sells to customers for their own use, and that may process or manufacture some products incidental or subordinate to the principal selling activities.

Retail services. Services provided directly and primarily to the general public for personal or household use, but also to business and industry, and including products that are incidental to the services and usually consumed on the premises. The term "retail services" includes restaurants, public lodging, personal services, professional services, and repair services.

Rezone* or *rezoning. An amendment to the Official Zoning Map of Escambia County to effect a change in the adopted zoning district of a designated parcel or land area.

Right-of-way. An area of land occupied or intended to be occupied by a street, walkway, railroad, utility, drainage facility, or similar use. For the purposes of platting, the term "right-of-way" refers to land that is separate and distinct from adjoining

parcels. Most generally, the term refers to the specific right of a person to pass over the land of another.

Road or roadway. See "Street."

Roof sign. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eave line of a building with a gambrel, gable or hip roof of the deck line of a building with a mansard roof.

Runway protection zone. An area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

Riverine system. A generally linear aquatic community of non-tidal waters with a discrete channel, including rivers, tributaries, creeks, and intermittent streams. The landward extent of a riverine system is defined by ordinary high water.

Runway. The defined area on an airport or airfield prepared for landing and takeoff of aircraft along its length.

Rural. A sparsely developed area where most land is undeveloped or primarily used for agricultural purposes.

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2016); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

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Section 5. **Effective Date.**
This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2017.

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)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12186 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/25/2017
Issue: 5:46 p.m. -.A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Comprehensive Plan, Chapter 3 and Chapter 8
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Comprehensive Plan Chapter 3, Definitions, and Chapter 8, Mobility Element

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan 2030, as amended, Chapter 3, Definitions, and Chapter 8, Mobility Element, CPA-2017-01, to include definitions and to establish a permitting process for airport obstruction notification zones.

At the May 2, 2017, Planning Board Meeting, the Board recommended approval for transmittal to DEO.

This hearing serves as the first of two required public hearings before the BCC.

BACKGROUND:

Florida Statues 333.03, Requirement to adopt airport zoning regulations.If an airport is owned or controlled by a political subdivision and if any other political subdivision has land upon which an obstruction may be constructed or altered which underlies any surface of the airport as provided in 14 C.F.R. part 77, sub-part C, the political subdivisions shall either by interlocal agreement, adopt, administer, and enforce a set of airport protection zoning regulations; or create a joint airport protection zoning board.

Florida Statutes 333.03(2)-Political subdivisions shall adopt, administer, and enforce airport land use compatibility zoning regulations, which at minimum address:

- Landfills
- Prohibition of incompatible uses where airport authority has conducted a noise study in accordance with 14 C.F.R. part 150, or established noise contours pursuant to another public study approved by the Federal Aviation Administration (FAA).

- Prohibition of residential construction and any educational facility where airport authority has not conducted a noise study
- Development of criteria for incompatible uses within runway protection zones

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

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

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

Attachments

Draft Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2017-01 Airport language

Date: 4/20/17

Date requested back by: _____

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 4/20/17

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 3 DEFINITIONS, SECTION 3.04, TO INCLUDE DEFINITIONS RELATED TO AIRPORTS, AIRPORT HAZARDS, AIRPORT OBSTRUCTION NOTIFICATION ZONES, AND RUNWAY PROTECTION ZONES; AMENDING CHAPTER 8, MOBILITY ELEMENT, CREATING SECTION MOB 4.1.2, ESTABLISHING PERMITTING PROCESSES FOR AIRPORT OBSTRUCTION NOTIFICATION ZONES AND RUNWAY PROTECTION ZONES; AMENDING MOB 4.13, INCOMPATIBLE DEVELOPMENT, TO INCLUDE RUNWAY PROTECTION ZONES; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Board of County Commissioners finds that modifying the language to meet the requirements of Chapter 333, Florida Statutes, is necessary and serves an important public purpose; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "CPA 2017-01-Airport Language Text Amendment."

Section 3. Amendment to Definitions

Chapter 3, Section 3.04, Definitions of the Escambia County Comprehensive Plan 2030 is hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are underlined)

Section 3.04 Definitions.

Airport: Means any area of land or water designed and set aside for the landing and taking off of aircraft and use or to be used in the interest of the public for such purpose.

Airport hazard: Means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilties.

Airport hazard area: Means any area of land or water upon which an airport hazard might be established.

Airport obstruction: Means any existing or proposed object, terrain, or structure construction or alternation that exceeds the federal obstruction standards contained in the 14 C.F.R. part 77, subpart C, as may be amended. This term includes: any object of natural growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Airport Obstruction Notification Zone: A zone established around any airport to regulate airport hazard areas and airport obstructions.

Avigation easement: An easement that gives a clear property right to maintain flight operations in the airspace above the property.

Buffer: A designated area with natural and/or manmade features functioning to minimize or eliminate adverse impacts on adjoining land uses or wetlands, as defined by Florida Statutes.

Commercial use: Any non-residential use that is typically carried out for the purpose of monetary gain, including, but not limited to, any business use or activity at a scale greater than a home occupation.

Compact development: A development pattern typically featuring narrow streets, multifunction structures (such as residential over retail), multifamily housing, front porches, small lots, wide sidewalks, neighborhood parks, community landscaping, easily walkable distances from residences to local commercial uses, places of employment, and schools.

Concurrency: The condition or circumstance that, at the time that new demands are placed on public facilities, facility capacities will meet or exceed the adopted level of service (LOS) standards established by the Comprehensive Plan.

Conservation: The act of preserving, guarding, or protecting; keeping in a safe or entire state; preservation.

Conservation subdivision: A form of residential subdivision characterized by clustered compact lots, common open space and natural features, used to protect agricultural lands, open space or other natural or historical resources while allowing for the maximum number of dwellings under applicable zoning and subdivision regulations.

Deficiencies: Inadequacies, insufficiencies, or the falling short of a prescribed norm.

Density: An objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre.

Development: The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. Specific activities or uses involving or excluded from development are defined in Florida Statutes.

Enhance: To make greater, as regards value, beauty, or effectiveness; to augment.

Environmentally sensitive lands: Those areas of land or water that are determined by the BCC as being necessary to conserve or protect natural habitats and ecological systems. The following classifications are those that have been determined by Escambia County to be environmentally sensitive:

a. Wetlands as defined herein and wetlands as defined by the U.S. Army Corps of Engineers.
b. Shoreline Protection Zones.
c. Aquatic preserves and the Escambia River Management Area.
d. Outstanding Florida Waters as defined by Rule 62.302.700 Florida Administrative Code and as defined and approved by the Florida Legislature.
e. Habitats of threatened or endangered species as defined by the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.
f. Essential Fishery Habitat (EFH), including seagrasses.
g. Floodplain areas defined on the FEMA Flood Insurance Rate Map (FIRM) as areas of special flood hazard subject to a one percent annual chance of flooding.

h. Potable water wells, cones of influence, and potable water well fields.

Existing communities: Established residential or mixed-use areas; developed land that contains homes, businesses, and/or other civic and community uses.

Farm worker: A person who works on, but does not own, a farm; an agricultural laborer (may be permanent or temporary).

Financial feasibility: The ability of a proposed land use or change of land use to justify itself from an economic point of view.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor Area Ratio (FAR): A standard measure of the intensity of non-residential land use, calculated by dividing the total gross floor area of all structures on a lot by the total area of the lot.

Group home/group home facility: An occupied residence, licensed by the State of Florida, in which a family living environment is provided for six or fewer unrelated residents with developmental disabilities as defined in Florida Statutes, including such supervision and care by support staff as may be necessary to meet the physical, emotional, and social needs of its residents.

Hazardous material: A poison, corrosive agent, flammable substance, explosive, radioactive chemical, or any other material that can endanger human or animal health or wellbeing if handled improperly.

Hazardous waste: Material or a combination of materials that require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; or on the health and welfare of the public. Such materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials regulated pursuant to Chapter 62-730, Florida Administrative Code.

Historic/cultural resource: Any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value as well as all folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

Impervious surface: Any surface that does not allow, or that minimally allows, the penetration of water and that is highly resistant to infiltration by water.

Impervious surface ratio: A standard measure of the intensity of land use calculated by dividing the total area of all impervious surfaces within a lot by the total area of the lot.

Incompatible/compatible development: Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design.

Compatible development is new development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other.

Infill development: The development of new housing or other land uses on vacant or underutilized land in existing developed areas which focuses on the reuse and repositioning of obsolete or underutilized buildings and sites.

Infrastructure: Facilities and services needed to sustain land use activities, including but not limited to roads, potable water service, wastewater service, solid waste facilities, stormwater management facilities, power grids, telecommunication facilities, and public schools.

Invasive species: A non-indigenous or exotic species that is not native to the ecosystem under consideration and that has the ability to establish self- sustaining, expanding, free-living populations that may cause economic and/or environmental harm or harm to human health.

Low-impact landscaping: Landscape design practices that apply Florida- Friendly landscaping principles to reduce water consumption, the use of horticultural chemicals, the loss of native vegetation and wildlife habitat, stormwater runoff, and other negative environmental impacts.

Mitigation: Methods used to alleviate or lessen the impact of development.

Mixed-use: Any use that includes both residential and nonresidential uses.

Mobile/manufactured home: A complete, factory-built, single-family dwelling constructed in accordance with the federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation*. Mobile home* is the term used for manufactured homes built prior to June 15, 1976 when the HUD Code became effective.

Multi-family development: Residential development containing multi-family dwellings exclusively or predominantly.

Multi-modal: A transportation system that involves multiple methods of transporting people and/or goods; this may include pedestrian activity, bicycling, transit (buses and/or rail), and the automobile.

Native vegetation: Vegetation that exists naturally, without intervention by humans, in a specific geographic area.

Natural resources: Resources provided by the natural environment, including air, water, soils, wetlands, beaches, flood plains, forests, fisheries, wildlife, and any other such environmental resource identified by Florida Statutes for conservation and protection.

Non-conforming use: Any lawfully established use of a structure, land, or water, in any combination that does not conform to the land use regulations of the zoning district or future land use category in which the use is located.

Non-residential use: A use characterized by the absence of residences and the presence of primary land uses that include retail, commercial, office, industrial, civic or recreation uses.

Open space: Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

Paratransit system: A form of public transportation service characterized by the flexible routing and scheduling of small vehicles such as taxis, vans and small buses, to provide shared-occupancy, doorstep or curbside personalized transportation service.

Performance-oriented controls: A set of criteria or limits relating to certain characteristics that a particular use or process may not exceed; these regulations are based upon the intensity and impacts of an activity, rather than land use.

Preserve: To protect natural resources and/or historic and cultural resources from the negative impacts of human activity, including land development or natural resource extraction, such as mining or logging. Preservation may include permanently protecting land, structures and/or wetlands and water bodies via purchase, conservation easement, regulations, or other methods, and it may include the restoration and management of natural or historic resources.

Primary dune: The first natural or manmade dune located landward of the beach with sufficient vegetation, height, continuity, and configuration to offer protective value. The landward extent occurs at the point in which there is a distinct change from a relatively steep slope to a relatively mild slope.

Public use airport: Means an airport, publicly or privately owned, licensed by the State, which is open for use by the public.

Redevelopment: The removal and replacement, rehabilitation, or adaptive reuse of an existing structure or structures or of land from which previous improvements have been removed.

Residential use: Any use for residences, domiciles, or dwellings, including, but not limited to, single-family houses, townhouses, condominiums, and apartments.

Restoration: The act of repairing damage to a site with the aim of restoring the site as closely as possible to its natural condition before it was disturbed.

Revitalization: The renewal and improvement of older commercial and residential areas through any of a series of actions or programs that encourage and facilitate private and public investment.

Runway protection zone: Means an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

Rural: A sparsely developed area in which the land is primarily used for agricultural purposes.

Shoreline, Natural: Undeveloped or restored areas of shoreline fronting the waters of marine, estuarine, or riverine systems such as bays, bayous, rivers, and streams.

Sprawl: Haphazard growth of dispersed, leap-frog and strip development in suburbs and rural areas and along highways; typically, sprawl is automobile- dependent, single use, resource-consuming, and low-density development in previously rural areas and disconnected from existing development and infrastructure.

Street, collector: A street providing service that is of relatively moderate traffic volume, moderate trip length, and moderate operating speed and which distributes traffic between local streets or arterial streets.

Street, major arterial: A street providing service that is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. Note: Every United States numbered highway is an arterial street.

Street, minor arterial: A street providing connections between major activity centers of the county, which augments the major arterial system for local and inter-county traffic by feeding traffic from collector and local street systems onto major arterials.

Suburban area: A predominantly low-density residential area located immediately outside of an urban area or a city and associated with it physically and socioeconomically.

Threatened and endangered species habitat: An area that contains, or shows factual evidence of, a species that is listed as threatened, endangered, or a species of special concern, including all such areas that are classified as critical habitat by the Florida Fish and Wildlife Conservation Commission (FFWC).

Urban area: A highly developed area that contains a variety of industrial, commercial, residential, and cultural uses.

Urban forest: Collectively, the trees and other vegetation within and around the developed areas of the county.

Water-dependent uses: Uses that require access to water bodies, such as commercial boating or fishing operations.

Water-related uses: Uses that do not require a waterfront location to function but are often essential to the efficient functioning of water-dependent uses and can be essential to their economic viability, such as shops, restaurants, parking, boat sales, or fish processing plants.

Wetlands: Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do or would support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or they possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having the soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include, but are not limited to, swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps, and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Wildlife habitat: An area that offers feeding, roosting, breeding, nesting, and refuge areas for a variety of existing and future native wildlife species.

Section 4. Amendment to Chapter 8 Mobility Element

Chapter 8, Mobility Element, Section OBJ MOB 4.1 Airport Master Plan of the Escambia County Comprehensive Plan 2030 and Sections MOB 4.1.2 through MOB 4.1.5 are hereby amended as follows: (deletions shown as ~~strike-thru~~; additions are <u>underlined</u>)

OBJ MOB 4.1 Airport Master Plan
Support the implementation activities set forth in the adopted airport master plan for the Pensacola ~~Gulf Coast Regional~~ <u>International</u> Airport as directed by the BCC.

POLICIES

MOB 4.1.1 **Coordinated Land Uses.** Escambia County will coordinate adjacent land uses with the City of Pensacola and the airport master plan to provide development patterns that are compatible with airport development.

<u>MOB 4.1.2 **Permitting**. Escambia County will develop and implement permitting processes for Airport Obstruction Notification and Runway Protection Zones through</u>

coordination with the City of Pensacola and the Pensacola International Airport. as required by Chapter 333, Florida Statutes, as amended.

MOB 4.1.~~2~~3 **Incompatible Development.** Escambia County will enforce adopted land development regulations that restrict the height, density and intensity of development in areas adjacent to the airport boundaries, runway protection zones, and clear zones to ensure that incompatible land uses will not be allowed to encroach on airport facilities and hinder airport activities.

MOB 4.1.~~3~~ 4 **County Review.** Escambia County may review and comment on proposed airport development and/or expansion that may impact the County.

MOB 4.1.~~4~~ 5 **Stormwater Management.** Escambia County will work with the City of Pensacola and Florida Department of Environmental Protection (FDEP) to ensure that adequate stormwater management techniques are provided for existing and future airport development.

Section 5. Severability

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

Section 6. Inclusion in the Code

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

DRAFT

Section 7. Effective Date

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2017.

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)
ENACTED:
FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12187 **Growth Management Report 12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/25/2017
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 of the Escambia County 2030 Comprehensive Plan - CPA 2016-03
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 of the Escambia County 2030 Comprehensive Plan - CPA-2016-03

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan, Chapter 3, Definitions, Section 3.01, CPA-2016-03, to add a definition for Limited Agricultural Uses. On February 22, 2017, the County received a letter from DEO stating it had no comments related to important state resources and facilities within its authorized scope of review.

This hearing serves as the second of two required public hearings before the BCC.

BACKGROUND:

Based on a technical assistance comment provided by the Department of Economic Opportunity (DEO) on August 4, 2016, Comprehensive Plan Amendment review and approval, County staff is submitting the definition for Limited Agricultural Uses, for inclusion in the definitions section of the Escambia County Comprehensive Plan.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State following adoption by the board.

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

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

Attachments

DEO Technical Recommendation
Draft Ordinance
Clean Ordinance

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

August 4, 2016

The Honorable Grover Robinson
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Chairman Robinson:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the Escambia County (Amendment No. 16-3ESR) which was received on July 5, 2016. We have reviewed the proposed amendments pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendments if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered as a suggestion which can strengthen the County's comprehensive plan and ensure consistency with the provisions of Chapter 163, Part II, F.S.

Technical Assistance Comment: "Limited agriculture" is not defined in the proposed plan amendment. To ensure that the comprehensive plan provides meaningful and predictable standards for development and for the content of the County's land development code, the County may wish to add a definition of "limited agriculture" to the proposed plan amendment.

Also, please note that Section 163.3184(3)(c)1., F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you should have any questions related to this review, please contact Dan Evans by telephone at (850) 717-8484 or by e-mail at Dan.Evans@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services
Austin Mount, Executive Director, West Florida Regional Planning Council

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Limited Agricultural Uses Definition

Date: 8/10/16

Date requested back by: 8/24/16

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by M Crawford

Date ~~Received~~ Approved: 8/22/16

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2017-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 3, "DEFINITIONS", SECTION 3.01 DEFINITIONS, TO ADD LANGUAGE FOR LIMITED AGRICULTURAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the Escambia County Board of County Commissioners adopted the Escambia County Comprehensive Plan: 2030 (Comprehensive Plan) on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida, to prepare, amend and enforce comprehensive plans for the development of the County; and

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

Section 1. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 3, "Definitions" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Chapter 3 Definitions.

Section 3.01 Definitions.

Impervious surface: Any surface that does not allow, or that minimally allows, the penetration of water and that is highly resistant to infiltration by water.

Impervious surface ratio: A standard measure of the intensity of land use calculated by dividing the total area of all impervious surfaces within a lot by the total area of the lot.

Incompatible/compatible development: Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design. Compatible development is new development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other.

Infill development: The development of new housing or other land uses on vacant or underutilized land in existing developed areas which focuses on the reuse and repositioning of obsolete or underutilized buildings and sites.

Infrastructure: Facilities and services needed to sustain land use activities, including but not limited to roads, potable water service, wastewater service, solid waste facilities, stormwater management facilities, power grids, telecommunication facilities, and public schools.

Invasive species: A non-indigenous or exotic species that is not native to the ecosystem under consideration and that has the ability to establish self- sustaining, expanding, free-living populations that may cause economic and/or environmental harm or harm to human health.

Limited Agricultural Use: Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

Low-impact landscaping: Landscape design practices that apply Florida- Friendly landscaping principles to reduce water consumption, the use of horticultural chemicals, the loss of native vegetation and wildlife habitat, stormwater runoff, and other negative environmental impacts.

Section 2. Severability.

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

Section 3. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

Section 4. Effective date.

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes (2015), this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2017-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 3, "DEFINITIONS", SECTION 3.01 DEFINITIONS, TO ADD LANGUAGE FOR LIMITED AGRICULTURAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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Section 3.01 Definitions.

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

Section 3. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word of phrase in order to accomplish its intentions.

INTENTIONALLY LEFT BLANK

Section 4. **Effective date.**

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes (2015), this ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the ordinance to be in compliance.

DONE AND ENACTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12242 **Growth Management Report 12. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/25/2017
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 34, Township 1N, Range 31W, Parcel Number 2101-000-001 totaling 56.80 (+/-) acres, located east of Isaacs Lane, from Industrial (I) to Mixed-Use Suburban (MU-S).

This hearing serves as the second of two required public hearings before the BCC.

BACKGROUND:

The agent requests a Future Land Use (FLU) map amendment to change the FLU category of a 56.80 (+/-) acres parcel from Industrial (I) FLU to Mixed-Use Suburban (MU-S) FLU. The zoning designation for the referenced parcel is Industrial (Ind) District. The applicant is aware that the current zoning and proposed FLU are not compatible. The applicant submitted a rezoning request before the February 7, 2017, Rezoning Planning Board for FLU and Zoning compatibility. The applicant understands that a rezoning approval will be necessary to make the FLU compatible.

The subject parcel can be accessed along Isaac Lane and Beulah Road. It is located north of SR 10 (US 90A)/West Nine Mile Road and south of Interstate 10. The property is surrounded by heavy vegetation to the north and to the east. Residential homes are located adjacent to the south and across Isaac Lane to the west.

The applicant has indicated that the proposed activity will be for an approximate 110-lot subdivision. This is based on the anticipated demand from the expansion of Navy Federal Credit Union Campus, as it move its headquarters to Escambia County.

The subject parcel had a FLU change from MU-S to I case number LSA-2014-02

(14-3ESR) in 2014. Also the parcel was rezoned from Villages Agricultural District (VAG-2), to General Industrial District (ID-2), case number Z-2014-12 on September 4, 2014.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan will be filed with the Department of State following adoption by the board.

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

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

Attachments

LSA-2016-03
Draft Ordinance
Clean Ordinance

LSA-2016-03

ESCAMBIA COUNTY PLANNING BOARD
PUBLIC HEARING

A public hearing concerning the review of an ordinance amending the 2030 future land use map, LSA-2016-03. That the Board review and recommend to the Board of County Commissioners (BCC), for transmittal to the Department of Economic Opportunity (DEO) an Ordinance amending the 2030 Future Land Use Map.

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of February 2017, commencing at approximately 8:50 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
TIMOTHY PYLE, District 2
ALVIN WINGATE, District 3
ERIC FEARS, District 4
REID RUSHING, Vice Chair
EDWIN HOWARD, At-Large
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
JOHN FISHER
ALLYSON CAIN

FOR THE APPLICANT:

CLARK, PARTINGTON
BY: JESSE W. RIGBY, ESQUIRE
125 West Romana Street, Suite 800
Pensacola, Florida 32502

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PROCEEDINGS

THE CHAIRMAN: We will skip directly to Agenda Item 6-A. We'll come back to those other items when we go back into the Planning Board later.

But this is going to be a public hearing concerning the review of an ordinance amending the 2030 future land use map, LSA-2016-03.

This is a consideration that the Board review and recommend to the Board of County Commissioners for transmittal to the Department of Economic Opportunity an Ordinance amending the 2030 Future Land Use Map.

And who will be presenting for staff today?

MR. FISHER: Mr. John Fisher.

THE CHAIRMAN: John, good morning. If you'll please state your name and position for the record.

MR. FISHER: John Fisher, Escambia County Development Services, senior planner.

THE CHAIRMAN: Thank you, John.

Go ahead, please.

MR. FISHER: All right. This is large

scale 2016-03 Beulah Road and Isaacs Lane area. This is a 56.80 acre separation of a 90 . . . I believe it's 90 . . . Let's see. I got it right here. 93.01 acres.

This was actually brought to your attention in December. This is coming back to you because the acreage and the survey were given to the county as the wrong size, so we are bringing it back to you with the correct acres, to move forward with this project.

The location map here you can see on your screen. This is a 500-foot radius zoning map. You can see it's all zoned industrial, the 93.01 acres. And the current future land use is also zoned industrial as well.

The proposed future land use is 56.80 acres is what the applicant is trying to move forward to, the mixed use suburban, 37.3 acres of industrial on the northern side.

This is the aerial and wetlands map.

And this is showing that AIPD-2 that covers that little southern portion of the area.

This is the public hearing sign.

This is looking north along Beulah Road.

Looking across Beulah Road.

Looking south along Beulah Road.

And that's it for the photos.

THE CHAIRMAN: Okay.

MR. FISHER: Do you want to go into staff analysis?

THE CHAIRMAN: Yes, please.

MR. FISHER: I'm just going to hit on the key points here. There is a lot of staff analysis here.

The ones that we see might kind of contradict the ones that will be in discussion, but we can go through any more than we need to as we go through.

The agent requests a future land use map amendment to change the future land use category of a 56.80 plus or minus acres from industrial future land use to mixed-use suburban future land use.

The zoning designation for the referenced parcel is industrial district. The applicant is aware that the current zoning and proposed future land use are not compatible.

The applicant has submitted a rezoning request for the February 2017 Rezoning Planning Board for future land use and zoning

compatibility.

The applicant understands that a zoning approval will be necessary to make the future land use compatible, which we'll be going back to later this morning to get a rezoning.

The subject parcel can be accessed along Isaacs Lane and Beulah Road. It is located north of State Road 10, US 90A, West Nine Mile Road and south of I-10.

The property is surrounded by heavy vegetation to the north and to the east. Residential homes are located adjacent to the south and across Isaacs Lane to the west.

The applicant has indicated that the proposed activity will be for an approximate 110-lot subdivision. This is based on the anticipated demand for expansion of Navy Federal Credit Union Campus, as they move their headquarters to Escambia County.

The subject parcel had a FLU change from mixed-use suburban to industrial back in 2014. Also the parcel was rezoned from village agricultural district, VAG-2, to general industrial district, ID-2, on September 4, 2014.

Underneath the stormwater management

analysis, the applicant has documented and understands the requirements for stormwater management.

The applicant acknowledges that separate requirements and permitting through other state agencies, such as Northwest Florida Water Management District, may be required.

If approved, based on the proposed operations, further analysis and evaluation will be conducted during the site plan review process.

The applicant must ensure that all of the required state and federal agencies are contacted, and that the required permits are obtained.

The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved.

The county stormwater engineer will evaluate the proposed project to ensure all of the stormwater management standards are met.

Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

Under streets and access, the following

language is from an excerpt from the interoffice memorandum comments provided by the Escambia County Transportation and Traffic Operations, the TTO division staff.

We do have also David Forte here, manager, to address any comments that might be later obtained.

TTO staff has reviewed the large-scale amendment, LSA-2016-03 and Rezoning Case Z-2016-11, Beulah Road at I-10, agenda item for the upcoming Planning Board meeting scheduled for February 7, 2017. Please see the below comments.

Upon review of the large-scale and the rezoning, Z-2016-11, TTO staff provides the following information regarding an existing programmed regional and local transportation project commonly known as Escambia County Beulah Beltway/I-10 Interchange Project.

This project is expected to impact the subject site, as well as potentially other properties within the vicinity once the project moves into the right-of-way and construction phases.

The project limits, as identified in the

Florida-Alabama Transportation Planning Organization Long-Range Transportation Plan begins at the Nine Mile Road at the southern most termini, extends north along Beulah Road to Interstate 10, then further north to US29 in the Quintette Road vicinity.

The project was initiated in 2007 following the inception of the Escambia County Midwest Optional Sector Plan. This plan justified the need for a new, limited access roadway with Interstate Interchange.

County staff, through the Planning Board and the Board of County Commissioner's approval, then instituted a Corridor Preservation Ordinance, found in the Escambia County Comprehensive Plan and Land Development Code, LDC Ordinance 2007-81 in efforts to minimize the local financial life, once the project moved into the right-of-way acquisition and subsequent construction phase.

Due to the infancy of sector plan and without any substantial data or results of the necessary corridor selection study, the ordinance created a 300-foot preservation overlay for the future roadway.

However, the county is currently finalizing the corridor selection study, and recently received the proposed typical cross-sections/right-of-way widths needed for the future roadway.

The consultants are recommending two different cross-sections. The width proposed for the north segment, I-10 north to US29 is 225 foot, and the width proposed for the south segment, Nine Mile Road to I-10, is 104-and-a-half foot. The south segment specifically abuts the subject site. Attached is the document dealing the cross-sections.

In conclusion, the TTO staff recognizes that, through the LDC ordinance 2007-81 details a 300-foot preservation overlay, in receipt of the proposed cross-sections, that the need to preserve 300 foot for the south segment, seems unjustified at this point.

TTO staff recommends that the Planning Board and Board of County Commissioners consider directing staff to amend the ordinance upon completion of the corridor selection study, expected for completion summer 2017.

The TTO staff does not oppose the map

amendment or rezoning, only if the Board considers reducing the 300-foot preservation width to a width of 104.5 foot for the south segment.

Please note that TTO review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the development review process.

Impacts on the land use: The current industrial future land use is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties.

Industrial areas shall facilitate continued industrial operations within the county, and provide jobs and employment security for present and future residents.

The range of allowable uses include light to intensive industrial, ancillary retail and office. No new residential development is allowed.

The proposed mixed-use suburban future land use is intended for a mix of residential and nonresidential uses, while promoting compatible infill development and the separation

of urban and suburban land uses.

Range of allowable uses includes residential, retail services, professional office, and recreational facilities, public and civic.

The residential density has a maximum of 25 dwellings per acre and maximum intensity of one ratio floor area.

Approval of the amendment would allow residential uses and a range of activities such as retail services and offices.

Underneath the historical significance, applicant states that it will assist in any way possible, however did not provide any site requested information from the State of Florida or Historical Resources, the University of West Florida, or any historical or archaeology resources. That was not provided with any historical information from the applicant.

And underneath the future land use map designations: The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar uses within the area.

The development promotes the principle of

good development by taking advantage of an existing roads and Interstate highway as a close proximity for development.

As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own their own and operate their vehicles, road and parking facility costs, traffic accidents and pollution emissions.

The proposed amendment is part of a strategy directing this type of development to the central part of the county, away from the sensitive coastal areas to the south and USDA prime soils and farmlands to the north.

The proposed industrial use expansion will direct economic growth and associated land development to an area that will complement the existing growth patterns of development in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

The proposed amendment will ensure that the proposed development is conducted in an efficient manner. Specifically, the proximity

of the subject property to other existing development will provide for a more efficient integration of infrastructure and services that will conserve both water and energy.

As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency.

The adopted levels of service would appear to be maintained with the proposed subdivision development of the parcel.

If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the site development review process.

MR. JONES: Horace Jones, Director.

I would like to add something. As we were going through these rather quickly because of the length of detail -- and we do want to give the applicant the opportunity. Mr. David will take -- to make comments on the transportation, as well.

But I do want to highlight the public schools facility element, which is from -- for

Ms. Hightower, that once this project come in, the school board definitely will be reviewing it for capacity.

That will come during the site plan review process, because the conference plan does influence the agreement. We do recognize the school currency is yet within the scope of the -- of the county, and that will occur during the site plan review process.

This project also is going to be reviewed by the Department of Education, Florida Department of Education. Normally they refer back to the site plan review process.

I do want to highlight that because that will be something that definitely the school board will be commenting on, due to the magnitude and the volume of the subdivision and the lots coming in that particular area. Just want to highlight that for the school board.

THE CHAIRMAN: Horace, I had a quick question. Not on that.

Ms. Hightower, did you have anything you wanted to say on that, before that . . .

MS. HIGHTOWER: No.

THE CHAIRMAN: Okay.

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On the transportation issue, because this is going over the DEO, Department of Economic Opportunity, they will be reviewing that portion of it as well because of the proposed interchange.

MR. JONES: They may comment on it. But again, they're really going to rely upon the staff. And Mr. David Forte, he definitely can elaborate on that. They may make comments on it, but unless there is an area of critical concern, they'll just be making comments, but they cannot -- they cannot offer no -- no comments to deter if the county proceeds with the development. They'll just make comments and suggestions on it and make recommendations.

THE CHAIRMAN: Okay. All right.

Well, I'm sure we'll hear from David later on in the presentation.

Okay. Mr. Jesse Rigby is acting as the agent. He is an attorney. He's covered by his own code of conduct and doesn't have to be sworn in to these proceedings.

Welcome, Mr. Rigby.

MR. RIGBY: Thank you, Mr. Chairman.

Again, my name is Jesse Rigby.

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There are some new members of the Planning Board who I don't know, so I assume they don't know me.

And I have no objection to being administered an oath; but again, my Bar oath, I think, covers that. And I have an obligation to speak truthfully to you today.

I have -- and somewhat unusual -- provided information to the Planning Board that's in your packet. And I hope that you have read that because it will shorten the process considerably today.

I have -- for those who do not know me, I've practiced law since 1978 and been here in Pensacola since 1988. I have been -- a significant portion of my practice is land-use work, and I've been involved with Escambia County since the adoption of the first Land Development Code in early 1996.

I want to first just comment on a couple of things from the staff report. And I guess the first item of business, I want to ensure that the staff report has been accepted into the record.

I realize you had a motion during the

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quasi-judicial, but I don't know that it covered this, so I would ask that you accept into the record the full staff report that was provided to you.

THE CHAIRMAN: Okay. Board members, we have previously provided you with a copy of the Planning Board regular hearing package, which includes the staff's findings of facts.

The Chair will entertain a motion to accept that package into evidence and to be made part of the record for evidence. Chair will entertain a motion.

MR. WINGATE: So moved.

THE CHAIRMAN: Motion.

Do we have a second?

MR. RUSHING: Second.

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

Go ahead, Mr. Rigby.

MR. RIGBY: Second on the -- there is a portion of the property from the southern

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portion that's covered by AIPD-2 district. In my opinion, that does not affect this issue adversely one way or the other. It does not preclude this type request, neither does it preclude the underlying zoning request that you'll hear later.

I am sure the Navy will have --

THE CHAIRMAN: Just to make sure that we're sure that we're getting everything on the record, because we do have a new representative from the Navy who might not have the history that Ms. Oram had on it, let's bring up that map real quick.

Steve, this is obviously over there by OLF-8, so I'm sure you're familiar with it, but does the Navy have any comments on this?

MR. OPALENIK: Is this AIPD from OLF-8 or are we talking about Saufley Field?

MR. RIGBY: OLF-8, definitely.

MR. OPALENIK: I don't have any comments on that.

THE CHAIRMAN: All right.

Go ahead, Mr. Rigby.

MR. RIGBY: All right. There was a reference. The legal description in the

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application, there is a detailed metes and bounds legal description of the area covered. And I ask any motion you make cover that specifically.

There are a couple of references in the report and in the applicant. One says 56.8. The other says 56.1.

Joe Rector is here and can testify. It's his firm that prepared that legal description. But at the end of the day, it is the legal description in the application that should control, not a reference to 56.1 or 56.8.

THE CHAIRMAN: Okay.

MR. RIGBY: And I think the county would agree with that.

MR. JONES: Yes.

MR. RIGBY: There was a reference to -- in Navy Federal headquarters moving to this area.

I do not want to start a rumor. I do -- and I think I know where that came from. It came from our first application where that statement was made. I believe it to be incorrect. We corrected it on the reapplication. Navy Federal headquarters, to my knowledge, is not moving here.

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However, we all know that under way is the expansion with cranes and construction to bring a total of 10,000 employees to that campus, so it is a substantial expansion. It's not rumor. It's physically under way.

There was a reference to -- in the transportation to the southern segment of the corridor preservation ordinance abutting this property.

It does not abut this property. That ordinance covers this entire property. It is along the western boundary of the property and east, covering the entire property, not just 300 feet, as far as the legal description of that ordinance. That will be important later in my comments.

I would just comment --

THE CHAIRMAN: Before you go on, Mr. Rigby, do we have a map showing that corridor on anything that we could -- he said he's going to address it later on, but I'd like to make sure we have that available when we get to that portion, please.

Go ahead, Mr. Rigby.

MR. RIGBY: I think you'll find it in the

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application, although it may be a little difficult to read.

MR. JONES: Yes, it is.

MR. RIGBY: I believe it's in the staff report. And it's as part of that ordinance, and I think the county and Mr. Forte would agree with that statement I just made.

We've had meetings with the county. I don't believe there's any dispute, so maybe he could comment on that when he comes up.

That's not directly relevant. Just needs to understand -- you need to understand the potential impact of that issue on this property.

MR. JONES: Yes.

MR. RIGBY: And again, hopefully the school district is already addressing the Navy Federal expansion, which is greater than this 110 lot.

MS. HIGHTOWER: Right.

MR. RIGBY: So I don't think that's an issue that will be in any contention today.

It's a little unusual because this is a legislative hearing, and we have the follow-up rezoning hearing.

Obviously, we don't -- not want to present

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the information twice, so we've asked the court reporter to transcribe both sessions so the County Commission will have a full record, and that's with the concurrence of county staff here.

Except for one issue today, I believe this application is simple and, quite frankly, noncontroversial. The staff report is supportive of the future land use map change from industrial to mixed-use suburban, and at least -- or at least the staff does not recommend disapproval.

All Comprehensive Plan and Land Development Code issues have been answered in a fashion that's favorable to the applicant's application.

Change from industrial and to mixed-use suburban, and specially with the underlying low-density residential zoning request that we have submitted is consistent with the development pattern of that area.

The Navy Federal expansion is going to increase the impact on homes. And frankly, the closer those employees live to Navy Federal, the less impact it puts on the other transportation

corridors that would have to transport them to and from their homes if they live in more northern or southern portions of the county.

This property was designated industrial at a time when the property owners believed that there was a reasonable belief that the Beulah Interchange would be a near-term, as opposed to a long-term prospect.

And industrial near the Interchange made a lot of sense. And there's still going to be 30-something -- 37 acres or so -- of industrial at the northern portion of this property that would abut the interchange if it's ever constructed and approved.

There is a contract for sale on the 56 acres. Contract -- The buying party is Smart Living, LLC. It's contingent on this 110-lot design that I'm going to call a witness to show to you in a moment.

And that design, though, is based upon a dedication of 50 feet of right-of-way, voluntary designation or dedication of 50 feet of right-of-way along the western boundary of this property for the portion being changed in its land use.

There is no legal requirement that the applicant donate this 50 feet to the county, but we've planned the development to do that.

When this issue came before this Board back in December, and it was moved off the agenda because of an advertising issue, then it became apparent that the staff on the county would potentially require the applicant to dedicate, give to the county, 300 feet of right-of-way.

Following that, we had meetings with staff that included initially senior representatives of development services, engineering, transportation and legal.

And following that meeting, we had a follow-up meeting two or three weeks later, still in December, that included again those same departments, plus the County Administrator.

And at that second meeting, we learned a couple of important things. First, we learned the county did not really need 300 feet. As you've heard today, they need 104.5 for the segment the southern right-of-way.

And second, we learned that Isaacs Lane is a county-maintained road, county-maintained dirt

road. And I believe Mr. Forte can address that issue, but it's basically the state statute that when the county maintains dirt roads by simply following the statutory procedure, essentially takes title to those county-maintained roads, if they meet the requirements of the statute. I believe county staff has concluded that it does.

So there is a portion of that 104 feet right-of-way that will be -- that will come from Isaacs Lane. And I believe Mr. Forte can tell you how much they think that is. We heard somewhere up to 29 feet. It may actually be more today. So that's going to address some of it.

The real legal issue here is what's addressed in my letter to the Planning Board and ultimately to the County Commission.

And I don't believe the County Attorney's Office is going to disagree with my basic premise. And that basic premise is that the county cannot compel the donation of land, constitutionally compel it, except under some limited circumstances, unless they pay just compensation, unless they condemn it like they do for a school, with eminent domain, or like

they do for any other roadway.

What the courts and what the U.S. and Florida Constitution provides basically is that the compelled dedication has to be for the same, if you will, function of the project, and it has to be rationally and proportionately related to the impact of the project on whatever is involved. Here we're talking here the transportation system.

And that's called an exaction. Some exactions are lawful; some are not. And the best example I can give of a lawful exaction that the county deals with literally in every project is if the county needs land dedicated to have a turn lane because of a 110-lot subdivision, that's proportionately related to the impact of that subdivision, and so the county can require the developer to dedicate that and provide the land for that turn lane or an acceleration and deceleration lane. It happens all the time, and it's perfectly legal.

What we submit, though, of course, is that dedication of 104 feet for a beltway right-of-way has no relationship to this subdivision.

This subdivision doesn't need the beltway. It won't create or not create the beltway. It's an entirely separate issue tied up with the Beulah Interchange.

And so we do not believe that the county can compel this dedication. That's an issue, though. Although you need to be aware of it, it's an issue that, frankly, you can't decide today.

And I'm going to offer some additional evidence from the witnesses in a moment, but what we ask of you today is to approve this going forward to the County Commission.

Again, you really can't make -- you don't really, I don't think, have the authority to make this legal decision of whether the county is going to try to require this property owner to donate more than what they volunteered, the 50 feet to the county. That's a County Commission decision and their direction to staff, but you need to be aware of it and how it affects this particular property.

I'll also offer you a couple of other comments included in the package, and that is what we've determined or found out is, of

course, when this corridor preservation ordinance was adopted about back in 2007, unfortunately, key landowners -- some knew, I'm sure, but key landowners in this case did not.

And you got the letter in the file from Garret Walton and Dick Baker, who many of you may know who owned Heron Forest Development at the time they owned this property, and they had no knowledge of this. They learned of it after the December Planning Board meeting, when my client learned of it.

Now, in the record there is evidence my client, through a representative it was -- it surfaced back in 2014 when the land use was changed to industrial. It surfaced back then. But the actual owners did not know. It wasn't a big issue at that point in time.

We also then said, "Well, when my clients bought the property in 2008, with reasonable due diligence, have disclosed this issue." They did -- it wasn't in their title report.

So we went out and commissioned Westcor Title to go out and do a full ownership and encumbrance report again, see if there's any way to find this impact in the record.

The answer is no. And we've provided you the cover sheet from Westcor Title. We have the 150 pages that backs it up, but there was no way this was proper.

In other words, it was not -- it was recorded, but it was not indexed by the county in any fashion that would tie to it to this property, although it described all of this property and should have been -- so it would have been brought for the attention of the property owner. So the fact of the matter is, when they bought this property, they were not aware of this particular potential issue.

I've also in my letter addressed some of the legal issues here that I described. I'm not going to go into those in any more detail. I described those in the letter that's in the package.

At this time, what I'd -- I'm going to go ahead, if it's all right with you, and call Mr. Rector at this point in time and let him offer -- we'll have him sworn. The court reporter is transcribing it.

We may not need, with your permission, to reintroduce it during the rezoning portion, but

I think it's appropriate to present it at this time.

Mr. Joe Rector.

THE CHAIRMAN: Good morning, Mr. Rector. We'll have you sworn in. And then, Jesse, if you'll introduce him with his name and address for the record and position, please.

(Joe Rector was duly sworn.)

MR. RIGBY: Mr. Rector, introduce yourself, with your name, your business.

THE CHAIRMAN: I'm sorry to interrupt you. We're recording everything, so we're going to have to get as close to the mic as we can.

MR. RIGBY: Okay.

THE CHAIRMAN: So . . .

MR. RIGBY: Yes, sir. Thank you.

DIRECT EXAMINATION

BY MR. RIGBY:

Q. Mr. Rector, go ahead and introduce yourself, with your name, your business and your employment, your profession.

A. Okay. Yes. My name is Joe Rector. I'm with Dewberry/Prebble-Rish Engineering, and my address is 25 Cedar Street in Pensacola. And we are the

representatives for the party that is placing the contract to purchase this property.

Q. And . . . So again, you're retained by the potential buyer of the property.

A. Yes.

Q. If you will, describe for the Board -- and again, I don't believe it's necessary to qualify him as an expert. He's really offering just factual testimony, but if it comes up, then we can do that.

Just describe in general what your client has authorized to do -- you and your firm to do and what you've done up to this point in order to bring this to this stage.

A. At this point, we've been contracted to do the due diligence for a potential subdivision on this site. And we have done several planning maps. We've done a boundary and topographic survey of the site. We have located a general location of the wetlands on this and done an analysis on this for utilities and -- and the general impact for single-family subdivision on this site.

Q. Did you also the -- your firm, at least, the surveyors -- do the detailed legal description that's included in the application for the 56-point-some-odd acres?

A. Yes, we did.

THE CHAIRMAN: Mr. Rigby, go ahead and turn that microphone towards you. I don't think it's picking up that well, but . . .

MR. RIGBY: Okay.

THE CHAIRMAN: I'm sorry.

MR. RIGBY: I apologize. I think -- I know I talk loud enough --

THE CHAIRMAN: Yeah.

MR. RIGBY: -- for you to hear.

THE CHAIRMAN: I see some folks in the back that are listening, and I don't know if they're hearing everything, so we just want to make sure everyone can hear.

Go ahead, sir.

BY MR. RIGBY:

Q. At this time, I'm going to ask Mr. Rector to identify a project layout, and then I'll explain why it's important.

Mr. Rector, would you take a look at this layout. Let me know if you prepared it for your client.

A. Yes, we did. This is the one we prepared.

Q. And it's for how many lots?

A. It's for 110 lots.

Q. Does the layout take into account the loss

of 50 feet along the western boundary that's adjacent to Isaacs Lane?

A. Yes, it does.

Q. Based on your review of the property, is this a single-family subdivision design that should comply with all county land development standards? And again, for example, site and lot grading requirements, infrastructure improvement and stormwater?

A. Yes, it does.

Q. Okay. And I realize those haven't been addressed, but basically the point here is, is this a viable project for this property?

A. Yes, this is a viable project for this property.

MR. RIGBY: I would like to -- and we can mark this as whatever the county wants, as far as an exhibit number. A? Is that -- A is good?

(Document marked for identification as Exhibit A.)

THE CHAIRMAN: Was this already in the package?

MR. RIGBY: It is not.

MR. FISHER: John Fisher, senior planner. They had a preapplication back in, I believe, November or December, and that's why we have it

on file right here, but it was not submitted with the application.

THE CHAIRMAN: Okay.

MR. FISHER: County does have that.

THE CHAIRMAN: You can present it to our attorney, and the Board will have to accept it into evidence.

Ms. Crawford, no issues with it?

MS. CRAWFORD: No.

THE CHAIRMAN: Chair will entertain a motion to accept the applicant's documents into evidence. You've heard the testimony.

MR. FEARS: Motion to accept.

THE CHAIRMAN: Motion to accept.

Do we have a second?

MR. INGWELL: Second.

THE CHAIRMAN: And gentlemen, please turn your microphones on and speak into them because we are recording everything.

All right. All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Motion carries. This will be . . .

MR. RIGBY: Exhibit A.
THE CHAIRMAN: Exhibit A.
MR. RECTOR: We've marked the one that's being held by staff.
THE CHAIRMAN: All right. Thank you.
MR. JONES: I would -- I would like to just -- to just qualify this. We had a preapplication meeting with understanding that these designs and these drawings, when they made their formal -- when they made their formal submittal, they could deviate. They could change.
So I don't want the public just thinking that, "Well, they said this, what they were going to do. Now they've deviated and they're come back, and they've come back on these."
This is a preapplication. Your conceptual drawings, when you submit, they can change, as long as people stop-start doing their analysis and their review.
THE CHAIRMAN: Right.
And I think it's also very important, especially for a couple of our newer members, to understand that the Planning Board does not consider specific projects when we're looking

at -- when we go into our rezoning request because anything that's allowed on that property would be allowed if their rezoning is met.
MR. JONES: Yes.
THE CHAIRMAN: They're simply testifying this is what they plan to do and -- and showing us in advance, but just -- just be aware of that.
MR. RIGBY: And -- and again, we -- we fully agree this is not a staff approval of this project. The importance is really the next question.
BY MR. RIGBY:
Q. And Mr. Rector, if this -- I believe you just testified that this plan recognizes the donation of 50 feet along the western boundary of what would be the subdivision to the county at no charge to the county.
If the county were to require an additional -- well, the additional 54 feet that they want and require it to be dedicated, what would it do to the subdivision plan specifically?
A. That additional 54 feet on this plan would eliminate the use of 36 -- approximately 36 lots along the west side, reducing its viability from 110 lots of a subdivision. You'd lose that net of 36.

Q. All right. And I believe that would -- in other words, you're talking about that basically the row of lots. And then, I realize there was some other tweaks there, but the row of lots, so that you would have an entrance road on that that would just have houses on one side, as opposed to both.
A. That is correct.
Q. And that loss of lots, though, would it come with any commensurate reduction in infrastructure cost; in other words, fewer roads?
A. No. It would -- it would not reduce the amount of roads, utilities or anything because it would basically create a single-loaded lot then or a single-loaded road, which would only have lots on one side of the road.
MR. RIGBY: Okay. I will offer -- again, this is not -- just so you understand the significance of the issue, this is not offered as an appraisal.
The best evidence we have today, though, is, yes, could the property still be developed? Yes, at a much smaller subdivision.
What would the financial impact be on the owners? The best information we have today is about three-quarters of a million in loss of

sales value because of the impact of the additional dedication.
That's an issue. In other words, whether the county will require the dedication, the donation for free of more than 50 feet. That's an issue that the County Commission needs to ultimately address.
THE CHAIRMAN: So let me just, for clarification purposes: On this Exhibit A, that, for lack of a better word, orange-colored highlighted area, is that just the 50 foot or is that the 300 foot that you're talking about?
MR. RUSHING: It's the hundred.
THE CHAIRMAN: I'm sorry. I'm sorry. 104.
THE WITNESS: Yeah. That's demonstrating if that were to come into the property, that much additional, that would take out that row of lots across there.
THE CHAIRMAN: And that's with 50 foot of it, approximately, being on the subject property.
THE WITNESS: No. That would -- that would -- that picture there with the orange demonstrates what the worst-case impact would be

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if the 104 feet were taken out on that side.
THE CHAIRMAN: Okay. And I believe it was your testimony that it would affect 36 lots. And I'm only counting about 21, it looks like. So could you tell us what you're talking about there?
THE WITNESS: Well, what you -- what this picture cuts off at the entrance road, there's -- there's lots to the -- to the south and this -- what would be to the right, and -- and because of the way that the entrance road would -- whenever you took that row out, you would have to change up that road a little bit. And we calculated 36 lots total -- total net.
This picture here reflects what the 110 would be without the impact, though it -- with the road being extra -- the 104 on our side, it would change that configuration a little bit and create a 36-lot loss.
MR. RIGBY: I think the point, Mr. Briske, is, the impact is significant, whether it turns out to be 20, 21, 36.
Again, we're not trying to put an alternative plan here that might be discussed with the county at some point going forward how

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things could be tweaked.
The only point I think that's important for you and ultimately at this stage for the County Commission is that the county requiring more than 50 feet, that the applicant, the property owner, my client, has offered voluntarily to give to the county, there would be a significant impact on the property, for which, under the Constitution, just compensation should be paid.
Those are future issues, but you need to understand that. And more importantly, a part of the reason -- I'm sure this is in the record today -- is to ensure it's in front of the County Commission when we get before them in hopefully March.
I thought I had one other question, but maybe I . . . maybe I don't. If there are any questions for Mr. Rector, it might be a good time for the Board to ask them.
MR. HOWARD: I have a question.
THE CHAIRMAN: Yes, sir. Go ahead.
MR. HOWARD: Okay. So today I'm hearing there's a pending land sale. Is this true?
MR. RIGBY: Pending landfill?

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MR. HOWARD: A land sale. Some type of contractual arrangement or something in the works.
MR. RIGBY: There is a contract to purchase the 56 acres. It's a land contract to purchase.
MR. HOWARD: May I ask how long this has been going on?
MR. RIGBY: Since back before December.
MR. HOWARD: And it wasn't briefed at the December meeting, I don't believe.
MR. RIGBY: No. Well, it was not -- the meeting -- there was no meeting held in December because there was a notice issue, so there was no evidence presented to the Board of any nature.
MR. HOWARD: But in prior testimony, from what I understand, I don't recall anybody mentioning a potential land sale.
MR. RIGBY: There would never -- there would never have been any prior testimony, sir. There was no prior presentation to the Planning Board in December, to my knowledge.
THE CHAIRMAN: I think we tabled it.
MR. JONES: It was tabled.

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THE CHAIRMAN: Tabled at the time.
MR. JONES: Absolutely.
MR. HOWARD: Right. I -- I recall that, but I remember . . . I believe when Mr. Rector was speaking about this, he didn't allude to any kind of potential land sale or any kind of contingency. Am I mistaken?
MR. RIGBY: Well, I don't -- I don't know. There's no record. There's no written record of that meeting.
I don't know, Mr. Howard, that it would really matter. The contract exists, and it has existed, and it's contingent on 110 lot subdivision.
Can it be modified by the parties? Of course it can.
The point is, that's -- and all of this is part of the due diligence. And this is, I would say in my experience, the standard way that land is bought when it's going to be a contingent use of the property going forward.
People don't just come in and buy property with a current plan on the table, when the future land use map and rezoning is not what they need at that point in time without the

contract being contingent upon the change in the future.

MR. HOWARD: I understand that, but it seems to me when it was briefed last time -- and I'll -- I'm just making this note, and then I'll let other Board members speak -- it was as if we were being told one thing, and now we hear that there's a possible land sale, and so I have to -- I have to be suspicious. I'll just say that.

MR. RIGBY: Okay. The land -- the contract existed prior to the December meeting. That's all I can tell you, sir.

MR. HOWARD: And it wasn't -- go ahead.

THE CHAIRMAN: I just was going to say because there was no official meeting, I don't know that we could enter that in here.

It would almost be ex parte communications, if it was received outside of the meeting. Is that correct?

MS. CRAWFORD: Well, my recollection -- Meredith Crawford, assistant county attorney -- is that at that last meeting, there was no discussion whatsoever because at the outset it was discovered that all the application

paperwork and the advertisement referenced the entire 93-acre parcel, not just the southern portion.

I believe Mr. Rector spoke briefly and started discussing the southern portion, at which point we realized, "Hey, everything he has shows 93 acres. We're going to have to drop this and come back."

So I don't believe we got to a point of even this level of conversation related to it, so you may be thinking about some other property that Mr. Rector appeared on.

On this particular project, I don't believe that was ever discussed or that we would have gotten to this level of discussion.

MR. HOWARD: Understand. Thank you.

THE CHAIRMAN: All right.

Jay, did you have a question?

MR. INGWELL: Yeah. Could you just explain one more time what the width of this orange color is? Is it 300 feet or 104 feet from side to side? And then how about at the -- I guess the northern end, the width that that represents?

THE WITNESS: All the orange was on this

right here was just a general representation of a typical -- like a interchange, what it could look like if it were overlaid at this particular location.

That is still -- hasn't been -- that hasn't been determined by anybody to this point. So we just gave a representation.

If you took, showing this impact on this west edge of this property of 104 feet, and came into this, this is how it would take out the -- the -- that row of lots.

Those -- those lots are about approximately 140 feet deep, so you can estimate that that orange strip there is about 280, 300 foot strip through there. If you had that amount of right-of-way, that's what it would take out on our side over here with this.

THE CHAIRMAN: Okay. I understand the confusion.

Can we go back to the map that -- did we -- as I understand, there's an ordinance in place. Can we see the ordinance area of the property?

MR. JONES: Yes.

THE CHAIRMAN: Okay. Can we zoom in to

partial level on that or is this -- because this is that section level. It's not a partial level.

MR. FISHER: Mr. Chairman, maybe we can get some more clarity on that from the county perspective. We can call David Forte up to go through some of this. He's been kind of expert lead on this.

THE CHAIRMAN: Okay.

MR. RIGBY: I'm fine with that. I have only one other thing to present. We'll do it after Mr. Forte.

THE CHAIRMAN: Okay. So you're through with Mr. Rector.

Staff members, do you have any questions of this witness, Mr. Rector?

(No response.)

THE CHAIRMAN: Okay. Thank you, sir.

All right. David, you were sworn in earlier. And if you'll please state your name and position for the record, and then maybe you can shed some light on all this.

(David Forte, previously duly sworn.)

MR. FORTE: Absolutely.

David Forte, Escambia County Public Works,

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Division Manager for the Transportation and Traffic Ops Division.

Great to see some of the familiar faces. Back when I used to frequent the Planning Board meetings -- for you that don't know me, look forward to working with you in the future.

A couple -- a few things going on. This is a very convoluted issue, and so it can easily get skewed one way or the other, so I'd like to try to clarify a couple things.

MR. JONES: Yes.

MR. FORTE: And as Mr. Rigby mentioned earlier, yes, Isaacs Lane is a county-maintained roadway. It was -- it's been maintained for -- for more than seven years, as the statute requires.

And on February 2nd of this year, the Board of County Commissioners approved the maintenance claim map for Isaacs Lane.

Isaacs Lane is essentially 45 feet. It averages about 45 feet in right-of-way with -- throughout the entire portion. It -- it reflects quite a little bit down to 40 and 50, but I would say average is about 45 feet.

The confusion really that comes into

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play -- I -- I haven't been able to see the existing --

MR. JONES: Yes.

MR. FORTE: -- the maps that were adding to the record, so apologize.

Brief history of the -- of the Beulah project. Back in about 2007, Escambia County initiated the Beulah Corridor Project, also known as US29 connector.

This was essentially in concurrence with the programming, I guess you could say, of the sector plan that was under way.

I believe the sector plan was officially approved in '9 or 2011. I'm not -- not --

MR. JONES: 2011.

MR. FORTE: 2011?

So essentially -- but there was a -- a need and justification for, essentially, an interchange facility, as well as a corridor that would connect to that interchange.

Back in 2007 when we initiated this, at that point we -- we were still in the infancy of -- infancy of that project, as well as the sector plan, so there wasn't any determination where this interchange would fall, where the

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corridor essentially would be constructed as well.

However, all the corridors that the consultant Escambia County brought on board -- still currently consult for Escambia County on this project.

They -- they had proposed seven essentially, seven -- essentially seven corridors. And not sure if this was even in your backup, but this map has been on the Web site for many years now.

Essentially, what you have is the feds require that you provide alternative routes, essentially, that would be evaluated throughout the process.

And once the feds would approve what corridor you move forward with, of those 7, 10, how many you select, you could then narrow in and really do the fine-tune details of that corridor.

But every single one of them essentially runs along the Beulah Road, Isaacs Lane roadway area on the south segment. The south segment, as we mentioned earlier, is essentially from Interstate south to Nine Mile Road.

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Escambia County attempted to -- and Mr. Rigby, I believe, alluded to this -- attempted to expedite at least the south segment back in early 2010-'11 time frame.

At that point, there was some new administration that came into DOT. The new policy was that anything -- that any project that falls on the state highway system, a state roadway or a federal roadway, that they would assume management of such project.

So prior to that, the county was moving forward with the project.

State said, "You know what? You'll move forward with the corridor. We'll move forward with the interchange." And since that federal Interstate system, which is the -- the DOT maintains and manages.

That then took a couple years for us to modify contracts, many meetings with DOT to try to square things away, so DOT essentially is working on what's called an Interchange Justification Report.

Prior to that, Atkins had actually prepared an Interchange Justification Report. We were ready to submit that to the feds for

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approval. Then -- then came the policy change where DOT -- so they then redid their own Interchange justification report.

So as Mr. Rigby mentioned earlier, there was the attempt to have the Interchange essentially in the potential design phase at this point. However, there was some delay there when the -- the policy change occurred with the state and the -- the county.

That brings us to about 2013, 2014. We decided, as the state recommended that we move forward with the corridor, we had to modify our contract with Atkins.

We moved forward with what is considered by the feds the alternative corridor evaluation study. And that large book back there on -- on the chair -- I probably should have brought it up -- well, sitting over here by Mr. Rigby -- I'm sorry.

This is essentially the -- the -- the phase that we are in at this point. This is essentially a preliminary design phase that the National Environmental Protection Act requires if you're bringing in a new corridor of such of a scope and scale.

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This is essentially on the heels of the application request. We're expecting to have final approval of this report summer of this year, as I mentioned in my memo.

And at that time, we'll know which one of the seven corridors we can then move forward with for our fine-tune detail and review of -- of that corridor, so essentially that's -- that's where we're at.

As far as the map where -- the corridor preservation. My understanding of the corridor preservation, back in 2007, when the county moved forward with that, the -- it was -- it was, I think, a good faith effort on the county to be stewards of the taxpayer dollars to say, "Hey, we're -- we're seeing this project moving forward. Let's preserve the area. We think conservatively that we would potentially see this corridor come into, essentially, be constructed at."

However, like I said earlier, we're now in the infancy. Now that we're further along in the project, we're essentially at 95, 98 percent complete of the report.

We now know that we don't need 300 feet

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for the south segment. We need about 104.5, as mentioned earlier, and essentially probably 225, maybe 250 on the north.

So my recommendation, the staff's recommendation on the traffic side was, we understand the request. We now are further along in the project, that we feel 300 feet is not necessary anymore.

We would like to amend the corridor preservation ordinance after the time that the feds approve this report. Things can change over the next several months, but we have some strong indication with our coordination and communication with them, that they're essentially in agreement with our report.

We have to have a final public hearing. We expect to have that in April, maybe May of this year.

After that, we will submit the report on the feds. And then hopefully shortly thereafter, they will approve the report. Then we can actually move into design, essentially, of the corridor.

There are funds programmed in the long-range transportation plan, which the

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Florida/Alabama TPO, Transportation Organization of the Escambia County, Santa Rosa County, a lot of the elected officials from the area sit on.

And there is a grander project that's been in there. It's called the Outer Beltway. I guess we -- I believe it's called the Outer Beltway. It's been in there for probably about two decades now.

Essentially, it connects you from Nine Mile Road, brings you up through the Interstate, brings you somewhere in that Quintette area, then all the way back to Santa Rosa. It connects you back into 87. It's a very grand project that probably in our lifetimes we'll never see -- come to fruition.

The county, though, moved forward with essentially our side of the project with -- because of the sector plan and the potential growth in that Cantonment area, so . . . Last thing I would like to say is that it was more than likely just an incidental error on the county's part when we moved forward -- when we placed the preservation ordinance.

It was imposed from the western boundary line of this parcel, east side of the Isaacs

Lane right-of-way back a hundred feet.

Probably should have been shifted to where it covered Isaacs Lane, and there would have been some . . . it wouldn't have been entirely 300 feet on this parcel. It would have been 250 or whatever may have been or so on this parcel, and then also covered Isaacs Lane, maybe a portion to the west.

So what the county's recommending -- what the traffic staff is recommending is that -- that the request move forward, with the understanding that the county's moving forward with our project.

And then once this report is complete, you will be coming back to this Board and the Board of County Commissioners to amend the preservation ordinance.

We will actually recommend shifting it to cover Isaacs Lane, so you'll have the 45 -- potentially 50 feet of Isaacs Lane to 50 feet that Mr. Rigby and his applicants have graciously recommended to donate.

And then there will be another nine-and-a-half, ten feet or so on the west side of Isaacs Lane, so that -- so we'll clean that

up so it's not the full 300 feet from the section line back to the east.

THE CHAIRMAN: Based on that, how much of this subject property are you talking about?

So if Isaacs Lane is 45 feet wide, you're talking about -- you know, about 42-and-a-half going to the west, and --

MR. FORTE: You'll have the 45 feet of Isaacs Lane right-of-way. You'll have the 50 feet of this parcel, so that's 95 feet. And then the other nine-and-a-half, ten feet would come from the west side of Isaacs Lane back west.

And I believe the -- I wasn't with Transportation at the time when this -- this ordinance was enacted, but I believe the reason why they did not touch Isaacs Lane west is because there's actually a few houses over there.

But what the preservation does, it doesn't require dedication. That's my understanding. I believe that may have been stated earlier.

Essentially, just keep -- it -- it puts whatever year that it was imposed, is that it kind of keeps it at that value, that you

wouldn't want to see upzoning because now it's more valuable.

So when we do have to acquire the property, it would be more expensive, more marketable, obviously.

THE CHAIRMAN: Essentially putting it on reserve.

MR. FORTE: It essentially put it on reserve. That's a good way of putting it.

It doesn't require dedication or donation. It's just a good faith, saying, "Hey, we see this project coming forward. We think we can kind of lock in the value now."

And like I said, we did have a meeting with Mr. Rigby back in, December and I think we were able to clear the air on a lot of things. And hopefully, I've provided some clarity up here. Maybe a little longwinded, but . . .

THE CHAIRMAN: Okay. Questions for Mr. Forte.

MR. RUSHING: I've got a quick question.

MR. FORTE: Yes, sir.

MR. RUSHING: With this opportunity to change the -- the maps that -- things of that nature, and if we approve this, this does not in

any way affect the corridor -- not the corridor, but the interchange. The interchange. This is way south of the interchange. This would not affect the interchange in any way, shape or form.

MR. FORTE: No, sir.

The -- as I said earlier, the state has assumed the Interchange Justification Report. They are essentially waiting on us to -- this is the first step of this project, really, is getting this alternate corridor evaluation report completed.

Once they know exactly where the corridor's going to fall, then they'll know exactly where to design the interchange.

The DOT is probably about -- I would say they have a draft, interchange justification -- Interchange Justification Report.

I've seen some conceptual layouts to where the interchange would fall. And every single one of them essentially falls at the Isaacs Lane area.

You have the landfill in the -- in the vicinity. There's -- DOT and the feds require spacing when you impact the Interstate.

You've got the weigh station. You've got the welcome center. You have the landfill. So from a logical, this is really the only kind of area along the Interstate in that area that an interchange would logically be able to be constructed without impacting other existing facilities, but this would not -- the -- the approval of this, I don't foresee it impacting the interchange project. I believe that's what your question was.

MR. RUSHING: It was.

MR. FORTE: Yes, sir.

Now, DOT would essentially have to come in at some point and acquire the right-of-way necessary. And I believe they're proposing a diamond interchange, not a cloverleaf, which limits the right-of-way with -- with the diamond, compared to the cloverleaf, which you need more right-of-way for.

THE CHAIRMAN: Okay. Other questions from the Board?

Mr. Rigby, any kind of questions?

MR. RIGBY: I have no questions of Mr. Forte. I have some responses.

THE CHAIRMAN: All right. Thank you.

MR. FORTE: Thank you.

THE CHAIRMAN: Hang around. We may need you to answer questions.

MR. RIGBY: Mr. Rushing, one thing I think I showed you there. Again, this is the southern portion of the property, and the left -- what's in the northern portion is left industrial.

And frankly, my client hopes it is -- there is an interchange. And hopefully, it -- it does allow for industrial, and DOT or the county or whoever will acquire right-of-way and they'll pay for it at that time, so I don't think we're impacting the -- the interchange. And I understand why that's important.

MR. RUSHING: Can I ask one more clarifying question regarding -- for you?

With the interchange coming in, of course, normally an interchange is surrounded by businesses, you know, things of that nature.

Not really being -- feel -- fully understanding the scale of -- of -- of this, would . . . would your project be more abutting the business district that would come around that? Would it more hurt the ability for growth, and things of that nature, again, not

understanding the scale very well with these pictures of -- of how . . .

MR. RIGBY: I think --

MR. RUSHING: -- much area there is.

MR. RIGBY: I think I can answer. If you look back at the map that you were provided, you'll see there's a large wetland.

MR. RUSHING: Mm-hmm.

MR. RIGBY: That's undevelopable, and that's going to, if you will, separate . . .

MR. RUSHING: Okay.

MR. RIGBY: . . . the residential from what could be the interchange and what could be industrial up in that northwest corner. There would still be acreage there for industrial, not as -- not huge, but industrial there. So I -- I -- I think the wetlands here serve a -- an excellent function as a buffer just naturally.

I want to go back to the corridor preservation ordinance to be sure you understand. If you look at my letter, you'll see that this is not a new thing.

And DOT started it back in the '90s, what they call map of reservation, which absolutely by statute precluded issuance of development

orders on property in which DOT put a map of reservation. Same thing as a corridor preservation.

And the Florida Supreme Court said, "You can't do that. You can't lock down development in the chance that sometime in the future you'll want that property and have to pay for it."

The shift then went from DOT to the counties. And I -- and back in 2006, Pinellas County adopted a very aggressive ordinance. They did more than Escambia County did.

Escambia County followed and adopted one in 2007, but the Pinellas ordinance precluded the issuance of any land changes.

And the Federal District Court said, you know, "That's a land grab. Taxpayers, if you're going to acquire property from private property owners for public use, the taxpayers need to pay that in whole. It should not be borne by the individual property owners."

Escambia County's ordinance does not preclude issuance of development permits as a -- and doesn't preclude land use changes. That's correct.

The issue, though, is -- and this is again

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going to have to be addressed by the County Commission. What started out at 300 is down to 104.5.

If all of that were taken from this property owner, the County Commission will have a choice. They'll pay for it. They'll deny the permit, which will result in a lawsuit because of the impact on the property because we do have a valid sale contract. All right. That's -- so that's a policy decision for them to make at the time.

I applaud the county staff for working this issue over the last couple of months and finding 45 feet in Isaacs Lane that effectively belongs to the county right now.

And so we're really, at the end of the day, with the 50 feet that my client voluntarily offered to donate back before all this came up, we're really looking at 15 feet.

When it gets to the County Commission, we'll have to try to sort that out between now and the County Commission meeting.

But none of that should prevent you from looking at this as a standard future land use map change.

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Do we meet the criteria? And the answer is, yes, we do. And the staff agrees with that in the staff report.

And so what I would not want to see is you recommend denial and just throw this into -- into that briar patch sooner than it needs to be there. County Commission can address those issues at the appropriate time.

The last bit of evidence I want to offer is just kind of a little bit maybe housekeeping, is a reference in the county report to the absence of information concerning historical significance.

And I've marked Exhibit B. I want to provide it to you. We were able to find that.

THE CHAIRMAN: Mr. Rigby, hold on.

MR. RIGBY: I'm sorry.

THE CHAIRMAN: Just a moment. Let me get it entered into evidence here.

MR. RIGBY: Let me just -- I'll just describe it for the record.

THE CHAIRMAN: Okay.

MR. RIGBY: It's an e-mail from Mr. Gregory Allen from Atkins Global and an attached map that shows what they call a shovel report

Page 67

for historically significant issues that was performed back in . . . he states the date here. 2010, relating to the Beulah Interchange.

I am reasonably comfortable saying that this was actually -- Atkins did this work for the county back at the -- and I see Mr. Forte nodding yes.

So all this does is show us that the property which he has outlined in the yellow squiggly lines, that that property has had shovel tests to determine whether there are historically significant properties, and their determination is there were none.

So I don't think we're running much risk of Indian burial grounds, and the like, on this property. This is the best evidence that's available. It's far better than we could get from West Florida. And my understanding is University of West Florida has actually stopped providing that information because of the impact on their operations.

THE CHAIRMAN: Okay. Chair will entertain a motion to accept the presented Exhibit B for additional evidence.

MR. FEARS: Motion.

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MR. JONES: Chairman, I would like for Mr. David Forte, since he represented that Atkins -- Dave, are you familiar with that report?

THE CHAIRMAN: David, you're still under oath. State your name again so we have it for the record.

MR. FORTE: David Forte.

I -- I presume that this -- this comes from what I mentioned earlier, when the county was essentially managing the entire project.

We -- we did prepare a draft interchange justification report. And I presume this came from that report.

However, when the state policy changed, that they would take over management of the interchange, they then created their own interchange justification report, so I -- I would just seeing it now, I -- I -- Atkins has been on retainer with the county since 2007 for this project.

And so my presumption is that this was just a checklist item on the interchange justification report that we were drafting, hoping for federal approval on it.

THE CHAIRMAN: Are you familiar with this

type of work that he's describing here?
MR. FORTE: I am, yes, sir. There is -- there is extensive environmental type of review that goes into any type of --
THE CHAIRMAN: It seems reasonable that this . . . I mean, he's presenting it as accurate and true. Does it seem reasonable to you that this would be how this type of thing would be done?
MR. FORTE: I would . . . I would agree with that.
THE CHAIRMAN: Okay.
MR. FORTE: Yes, sir.
THE CHAIRMAN: All right. Thank you.
MR. RIGBY: Thank you, sir. I --
THE CHAIRMAN: Let me finish up housekeeping here.
We do have a motion, and I believe Mr. Ingwell, did you second the motion, or was that Mr. Wingate?
I heard it from down here somewhere.
MR. WINGATE: Second.
THE CHAIRMAN: Okay. Mr. Wingate has seconded to accept this as Exhibit B.
All those in favor say "aye."

(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. That's presented, and the staff has a copy of the original; is that correct? Okay.
Go ahead, Mr. Rigby.
MR. RIGBY: We have nothing else to present.
We ask that you, again, recommend approval of the future land use map change.
I will offer one other comment. I understand the corridor preservation ordinance was designed to stop, quote, upzoning. But recognize what's occurred in 2014, without this issue coming up in any kind of significant manner.
In 2014, this property was what would -- today would be mixed-use suburban, and it was changed from VAG, which was one unit to five acres. I'm sorry. Yeah, one unit to five acres.
MR. JONES: Yeah.
MR. RIGBY: To industrial. That was a significant upzoning of the property.

So if this issue, frankly, the county, if they needed it, should have addressed this issue back then. The property has been upzoned.
I am, quite frankly, by working through this, and the applicant donating 50 feet, the applicant is making this a very easy, if you will, acquisition on the part of the county.
Rather than needing what at one time was believed to be up to 300 feet or 104.5 feet, the county is now at the point of needing to figure out how to acquire 15 feet -- I'm sorry -- 10 feet. 10 feet. That's a significant value, if you will, to the county to potentially have to buy 10 feet, as opposed to 105-plus.
And so the applicant, by bringing there forward, is doing the county, quite frankly, a favor. If this does not change and the land simply sits there, when the county gets ready to acquire it, then they'll be buying whatever amount of this property they need, 50-plus anyway, maybe 60 feet. So this saves the county, quite frankly, a substantial sum of money if this -- if their interchange goes forward. Thank you.
THE CHAIRMAN: Okay.

David, did you have something else you wanted to present?
MR. FORTE: No. Thank you.
THE CHAIRMAN: Okay. We do have another person who signed up to speak on this matter, Mr. James Young.
MR. RIGBY: He will not be necessary. He's a representative, one of the managers of Briar Ridge, LLC, and he's really listed in case there were questions that needed to be answered from the owner of the property.
THE CHAIRMAN: Okay. I'm presuming he won't be here for the quasi-judicial hearing as well? He signed up to speak for both.
MR. RIGBY: He -- he will be here. I don't know that we've -- we've covered things in such detail, I'm not sure we'll have much in the rezoning aspect.
THE CHAIRMAN: Well, we'll call him in that hearing, just to be sure.
Horace and staff members, anything else that you'd like to reiterate or discuss?
MR. JONES: No, sir.
THE CHAIRMAN: No?
Well, to those of you that are new to the

Page 73

Board, I told you it would be an exciting one.
Now is the time to ask any questions or discussion, anything you can think of. And at least feel free to ask any question, as it is very complex and involved, and there's a lot of moving parts to it.
So we are at this point just considering the future land use map amendment LSA-2016-03. We're not at this point considering the rezoning, so it's very important.
Remember, we put the rezoning hearing on pause to come over here, so this is one piece of it. It's kind of the chicken before the egg. This has to be considered before we can even consider the rezoning request.
And Horace, maybe just for everyone's benefit, just explain if this is recommended for approval by the Board, what would happen next, as far as DEO, the county, everything like that.
MR. JONES: Yes, Mr. Chairman. Yes, sir.
Again, Horace Jones, Director.
If it is recommended for approval by the Board, the Board -- it comes before the Board as a transmittal hearing.
If the Board decides to transmit to

Page 74

Tallahassee, it will stay in Tallahassee for about 45 days, approximately. Then it comes back for a final adoption by the Board.
THE CHAIRMAN: All right. Okay.
Board members, questions? Comments?
MR. RUSHING: I got a question for staff.
With the acknowledgment that the 50 feet that was -- well, 104 feet that was 300 down to 104, now to the 50, and then down to taking the Isaacs and then taking the 10 feet over, did that change any of y'all's findings with that -- that understanding or that -- that knowledge?
MR. JONES: No, sir. No, it does not. It does not change that.
THE CHAIRMAN: Is there anyone else from the public that wishes to speak on this matter?
The Chair will entertain a motion for Public Hearing LSA-2016-03.
MR. RUSHING: Can you show those findings again so we can see what -- what y'all's findings were?
THE CHAIRMAN: Mr. Rushing, if you are going to make a motion, I would ask that you please remember what Mr. Rigby said about adopting the legal description for the

Page 75

description of the property because there was some, I guess, minor variances there, so if you're making a motion, just please reference that.
MR. JONES: And while the board is going through that analysis again, there is -- for the long-term -- amendment, there is no set criteria to look for.
Many -- many of those items, such as sanitary, sewer, solid waste disposal, those will be reviewed. Yes, the state will review those items, but those will be reviewed during the site plan review process, to make sure that those standards and things are in place.
Stormwater, definitely. Sanitary sewer, ECUA, all of those things, so potable water, of course, definitely look at those things, to -- to make sure they meet all of the regulations during the design phase of the project, if it is approved.
THE CHAIRMAN: All right. Board members, do we have a motion for approval, or if there's no motion for approval, do we have a motion for denial?
MR. INGWELL: I have a question, or I have

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a concern. LDC Comprehensive Plan 2007-81 is still in effect, so is the --
MR. JONES: Yes, sir. That -- that ordinance, that -- and I know Mr. Rigby may -- may disagree with me, but currently that ordinance is yet in -- is yet in effect.
MS. CRAWFORD: It is the -- the Corridor Preservation Ordinance is in effect. And what that says is that basically the county would not allow any upzoning. As Mr. Rigby stated, this is actually a downzoning.
The other issue is that that 300 feet beltway is specific to a beltway. My understanding from county staff is that what will go in there is going to be an expressway, not a beltway, but we're waiting on the actual final report from the state, which will come out this summer, but Mr. Jones can advise the Planning Board that staff will be looking to amend that ordinance --
MR. JONES: Definitely.
MS. CRAWFORD: -- to change that language from beltway to expressway. And again, the request is for a downzoning, not an upzoning.
MR. JONES: And -- and -- and staff -- and

staff -- and staff definitely will -- will take consideration the analysis when we come back to Brenda's ordinance, the analysis from transportation, with -- with Mr. Dave Forte and his crew and his staff, so -- so we -- we are definitely -- we -- we see -- we see where the -- the -- the preservation was necessary maybe at the time, but because there was not a full knowledge of what was coming forward, so -- so we see the need for the change to be made. Definitely.

THE CHAIRMAN: Mr. Jones, other than the preservation corridor, is your staff's analysis that this meets all of the standards for a future land use amendment?

MR. JONES: Yes, it does.

THE CHAIRMAN: Okay. At this time I'd like to pass the chair to the vice chairman.

MR. RUSHING: Okay.

THE CHAIRMAN: So I'm going to make a motion, please, Mr. Chairman -- Mr. Vice Chairman.

MR. RUSHING: Yes, sir.

MR. BRISKE: I would make a motion to approve LSA-2016-03, based on the metes and

bounds description that was provided by the applicant to be moved on to the Department of Economic Opportunity and the Board of County Commissioners for their consideration.

THE CHAIRMAN (Mr. Rushing): Do you want to also make sure you add the description?

THE CHAIRMAN: Description? Yes. Add that in there.

THE CHAIRMAN (Mr. Rushing): So we have a motion on the floor.

Anybody have a second?

MR. HOWARD: I'll second.

THE CHAIRMAN (Mr. Rushing): Second.

Move to vote.

Everybody say "yes" for approval.

(Chorus of "yes" and "ayes.")

THE CHAIRMAN (Mr. Rushing): Nay for nonapproval.

(No response.)

THE CHAIRMAN (Mr. Rushing): So moved.

I'd like to also hand the Chair back over to the Chairman.

THE CHAIRMAN: All right. Thank you.

Yeah; I lied. I said you wouldn't have to do anything today.

MR. RUSHING: Again, with trepidation.

THE CHAIRMAN: Okay. So the recommendation is to move forward with LSA-2016-03 to consider it to Department of Economic Opportunity.

MR. JONES: Yes.

THE CHAIRMAN: And then eventually on to the Board of County Commissioners.

At this time, because we've gone so long, let's go ahead and just take maybe about a five-minute break so everybody can use the restroom and stretch.

Let's come back into session at 10:15 please.

(Public hearing concluded at 10:10 a.m.)

(Brief recess.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the public hearing of the Escambia County Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular **6. A.**

Meeting Date: 02/07/2017

Issue: A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Future Land Use Map.

BACKGROUND:

The agent requests a Future Land Use (FLU) map amendment to change the FLU category of a 56.80 ± acres parcel from Industrial (I) FLU to Mixed-Use Suburban (MU-S) FLU. The zoning designation for the referenced parcel is Industrial (Ind) District. The applicant is aware that the current zoning and proposed FLU are not compatible. The applicant has submitted a rezoning request for the February 2017 Rezoning Planning Board for FLU and Zoning compatibility. The applicant understands that a rezoning approval will be necessary to make the FLU compatible.

The subject parcel can be accessed along Isaac Lane and Beulah Road. It is located north of SR 10 (US 90A)/West Nine Mile Road and south of Interstate 10. The property is surrounded by heavy vegetation to the north and to the east. Residential homes are located adjacent to the south and across Isaac lane to the west.

The applicant has indicated that the proposed activity will be for an approximate 110 lot subdivision. This is based on the anticipated demand from of the expansion of Navy Federal Credit Union Campus, as they move their headquarters to Escambia County.

The subject parcel had a FLU change from MU-S to I case number LSA-2014-02 (14-3ESR) in 2014. Also the parcel was rezoned from Villages Agricultural District (VAG-2), to General Industrial District (ID-2), case number Z-2014-12 on September 4, 2014.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

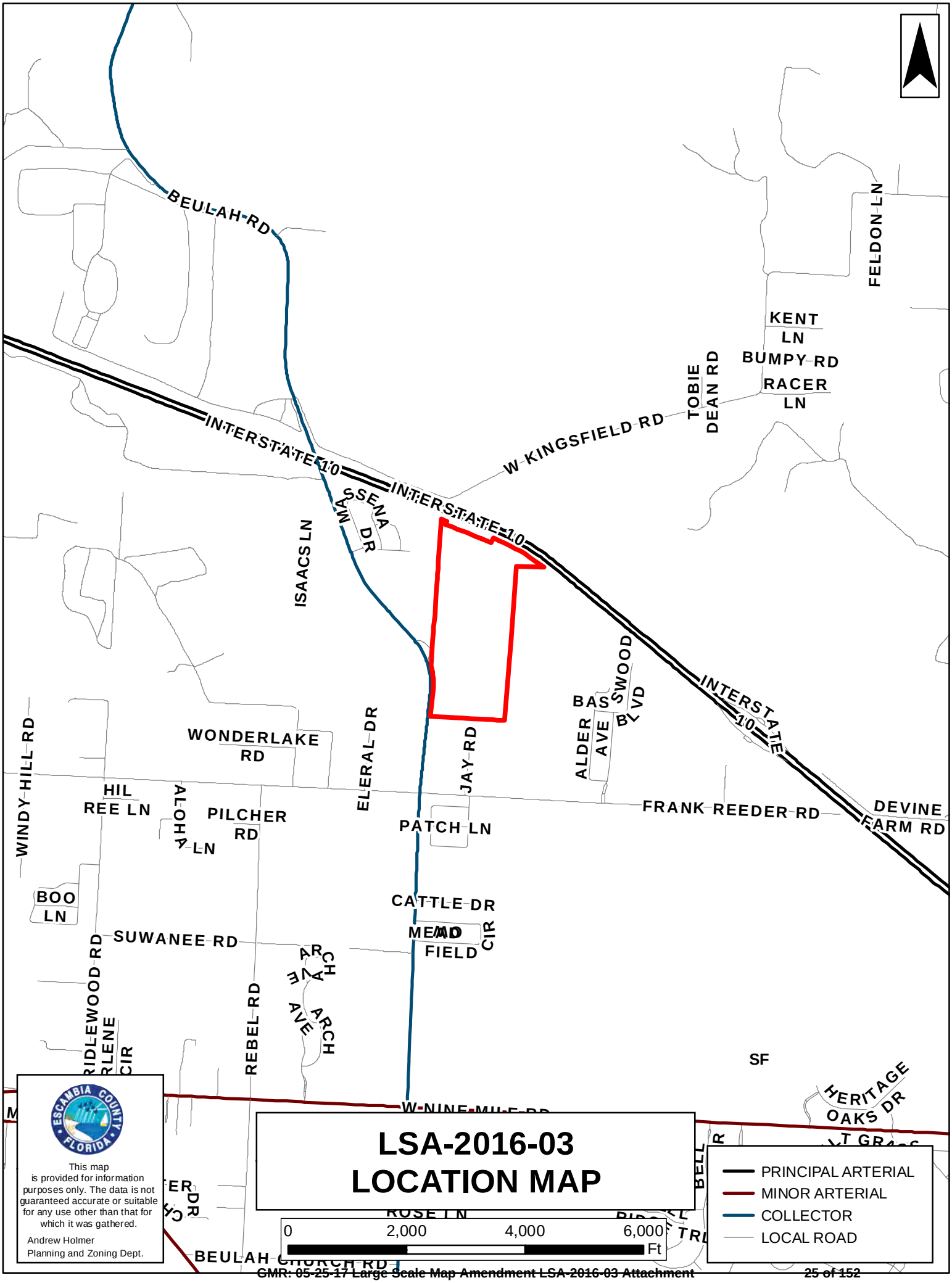
This Ordinance, amending the Comprehensive Plan will be filed with the Department of State following adoption by the board.

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

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

Attachments

LSA-2016-03
Draft Ordinance



LSA-2016-03
LOCATION MAP

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

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- MINOR ARTERIAL
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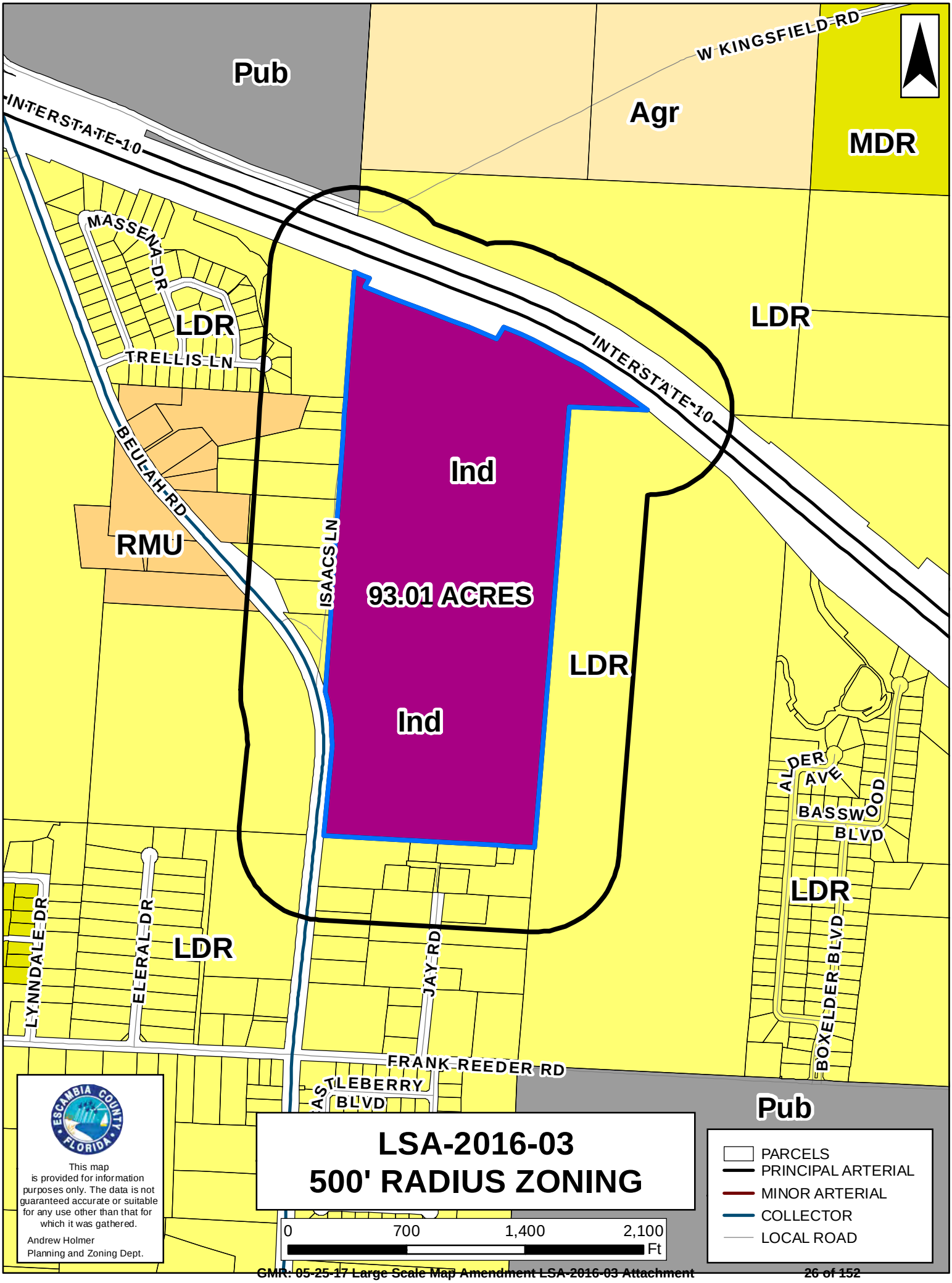
- LOCAL ROAD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LSA-2016-03
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PARCELS
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ESCAMBIA COUNTY FLORIDA
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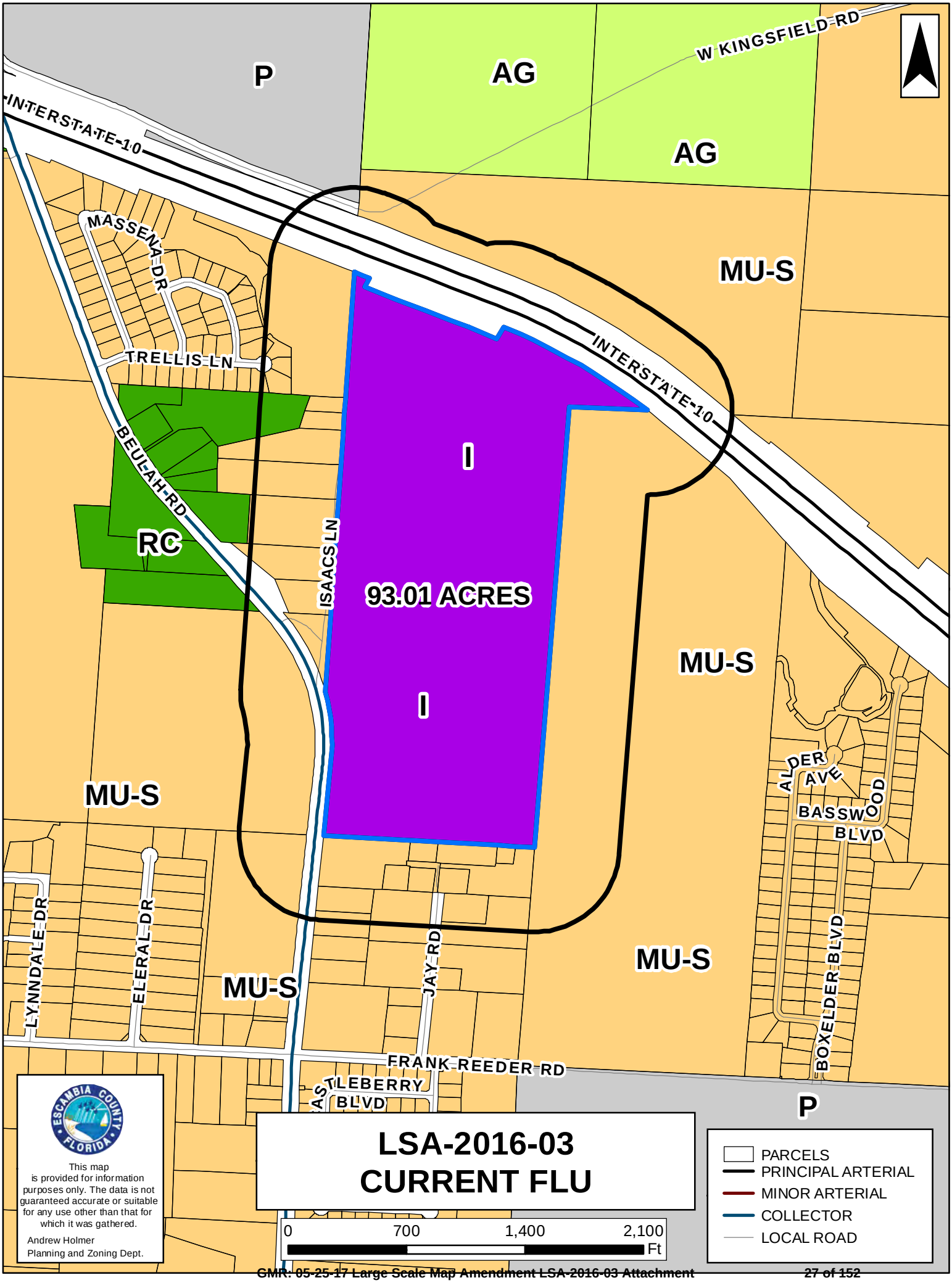
Andrew Holmer
Planning and Zoning Dept.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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
LSA-2016-03
CURRENT FLU
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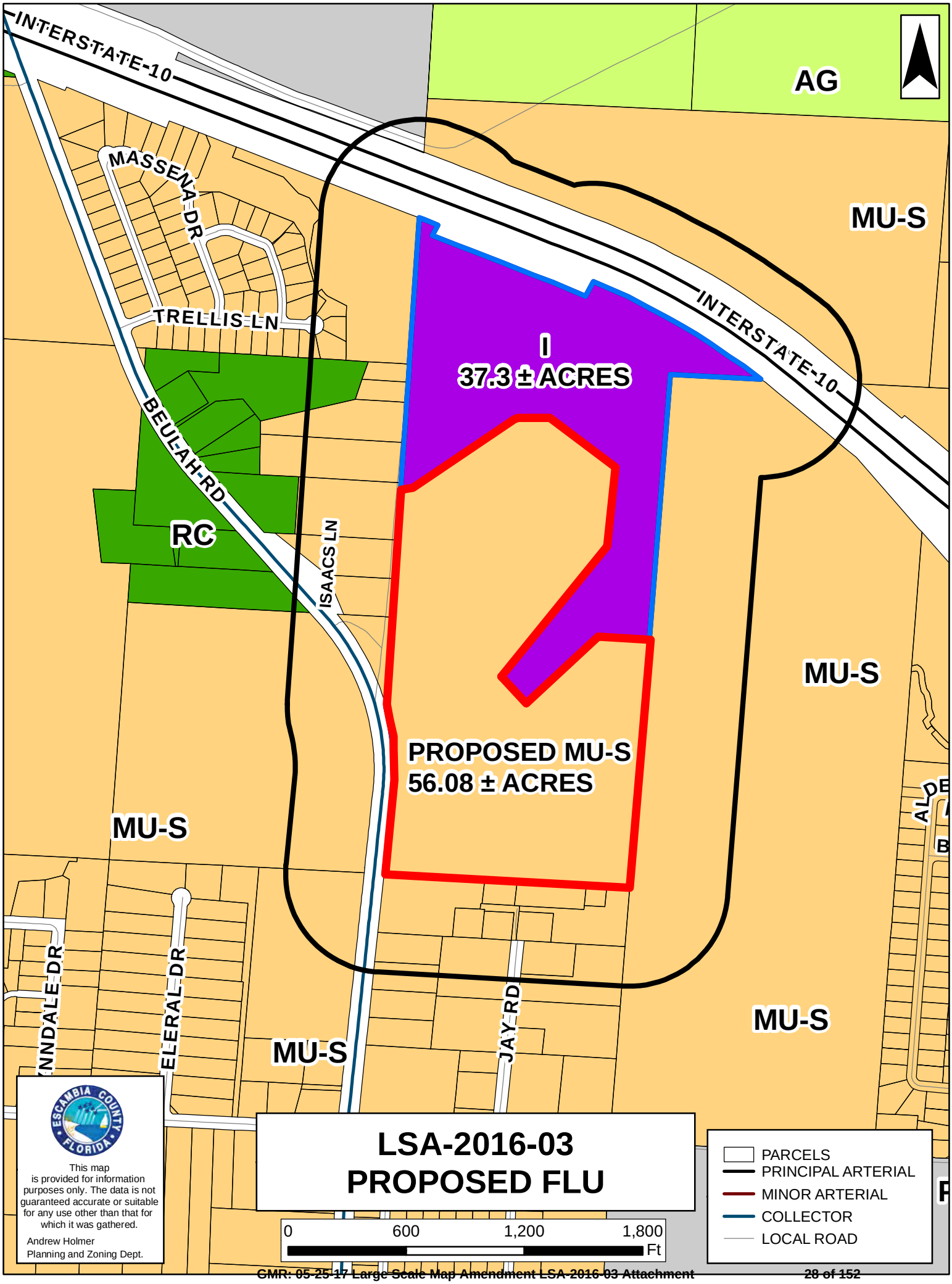
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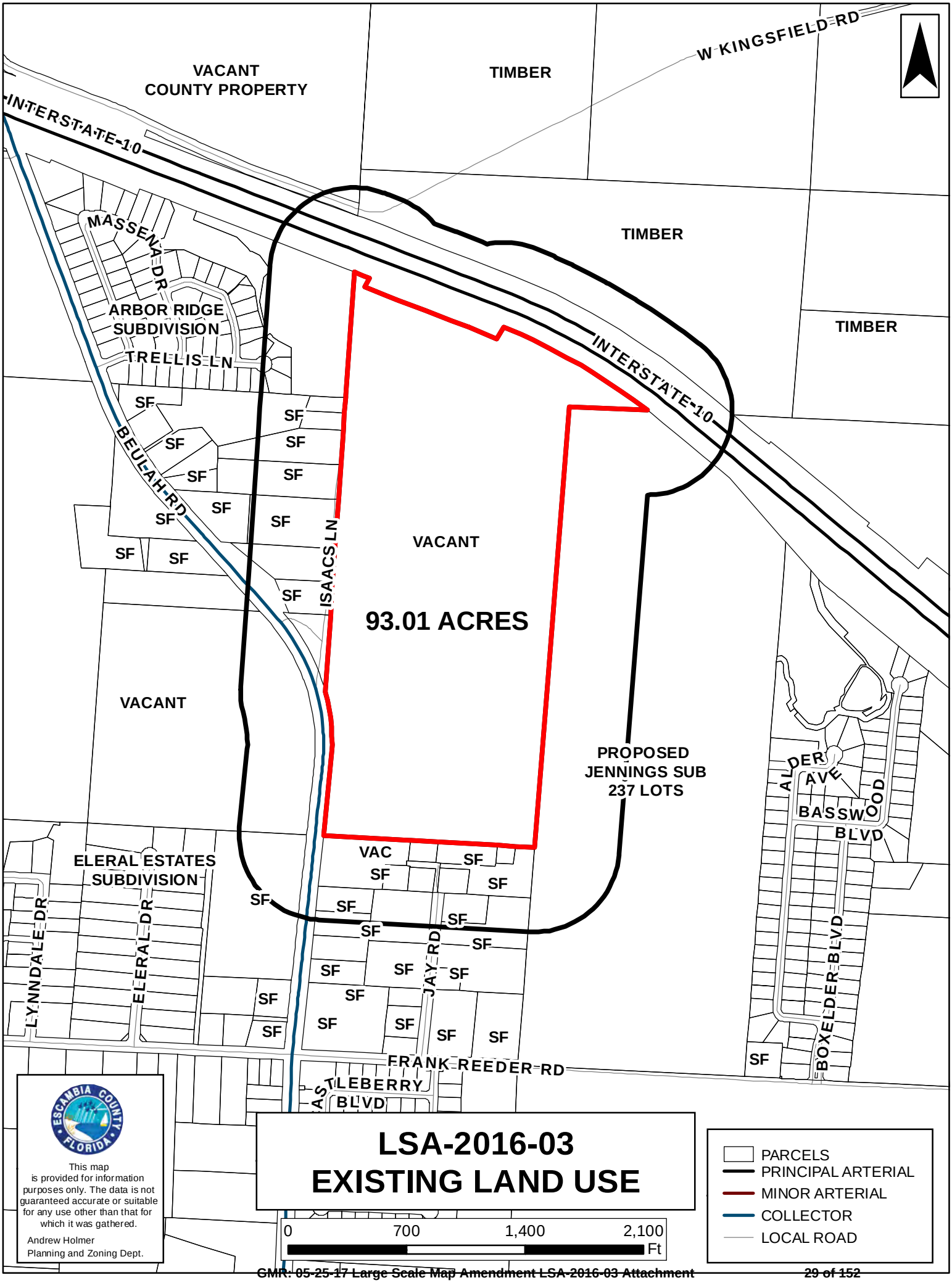
Planning and Zoning Dept.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ELERAL DR
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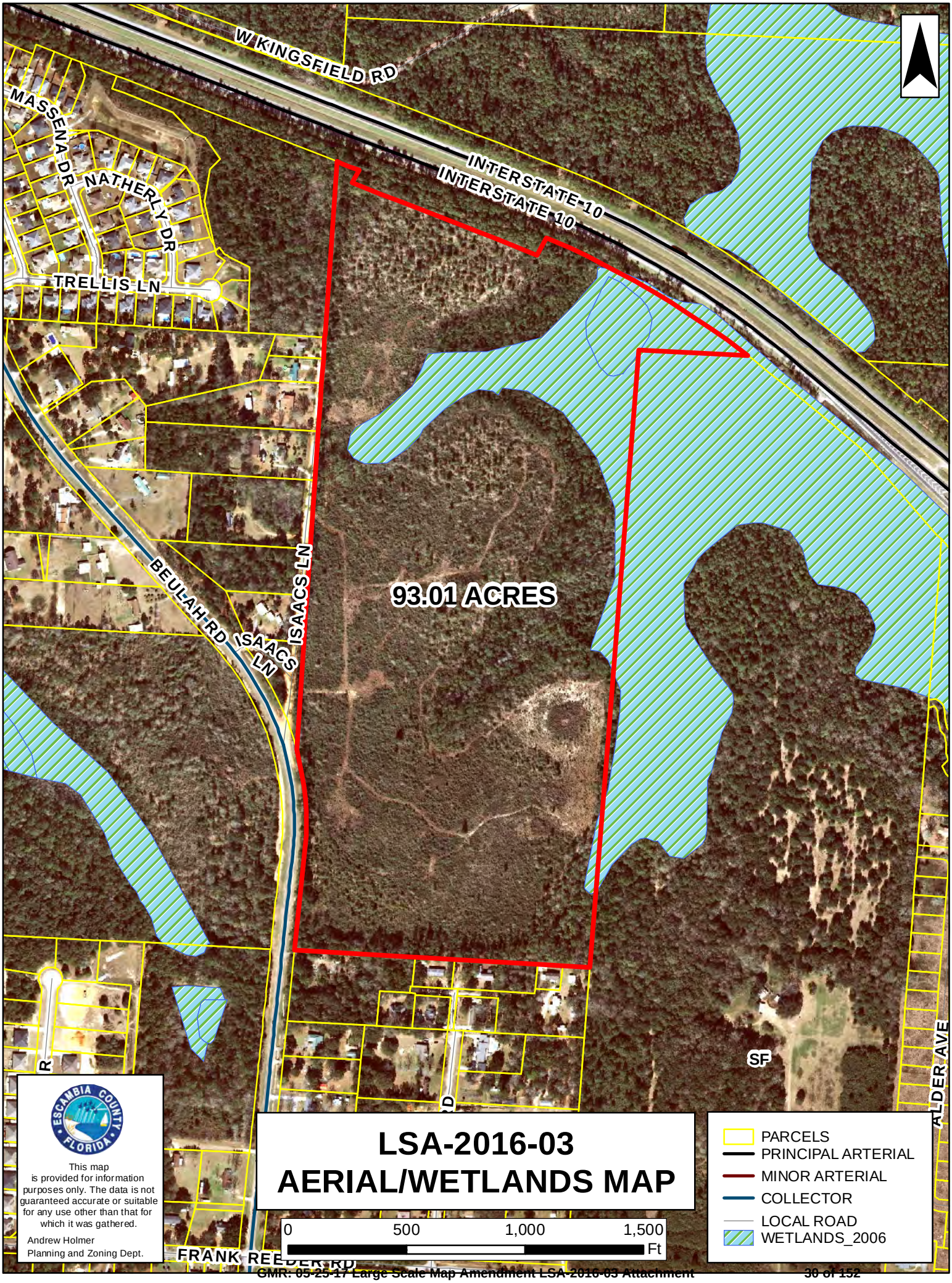
Planning and Zoning Dept.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AERIAL/WETLANDS MAP
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LOCAL ROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
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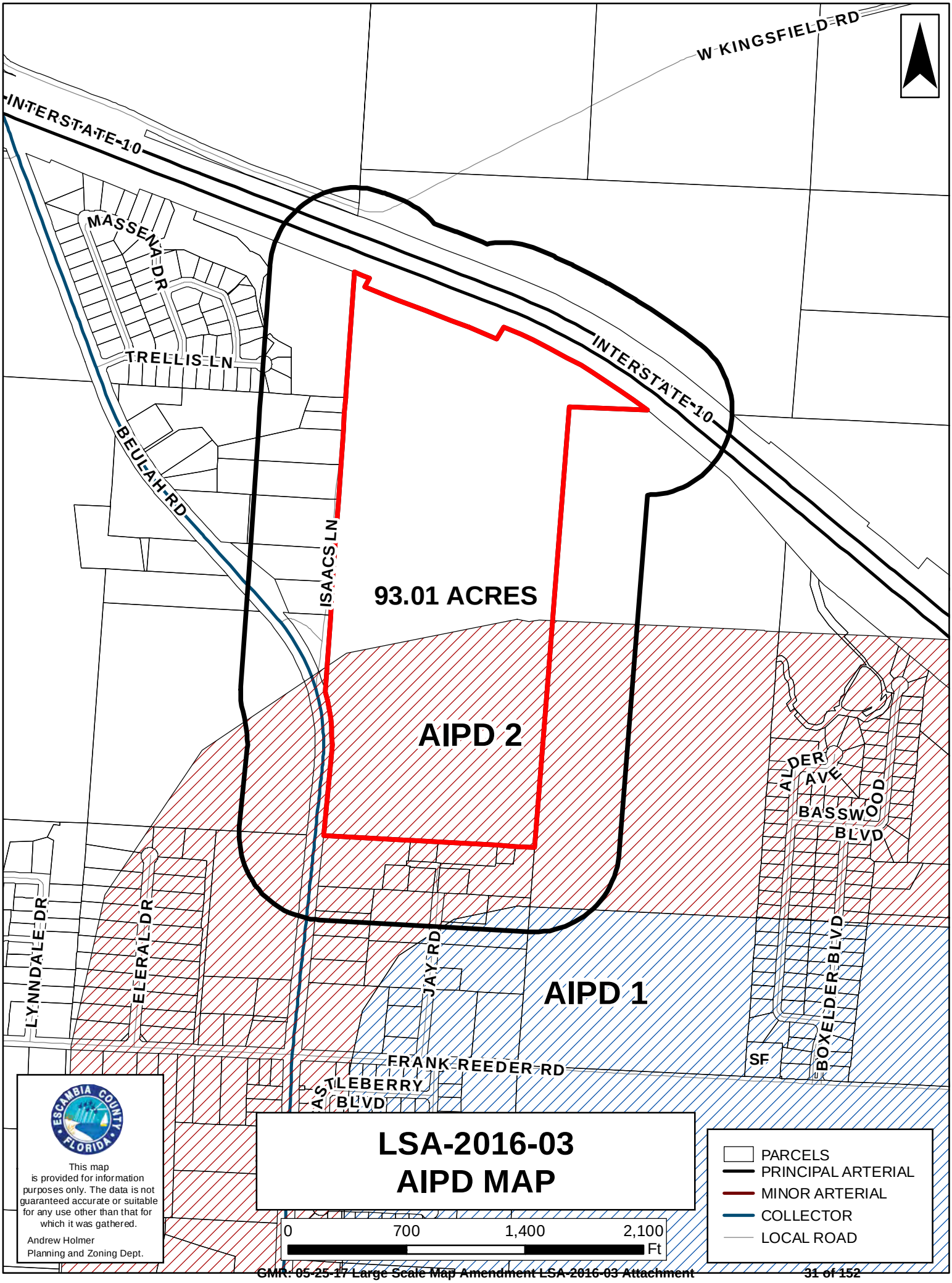
Planning and Zoning Dept.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PARCELS
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COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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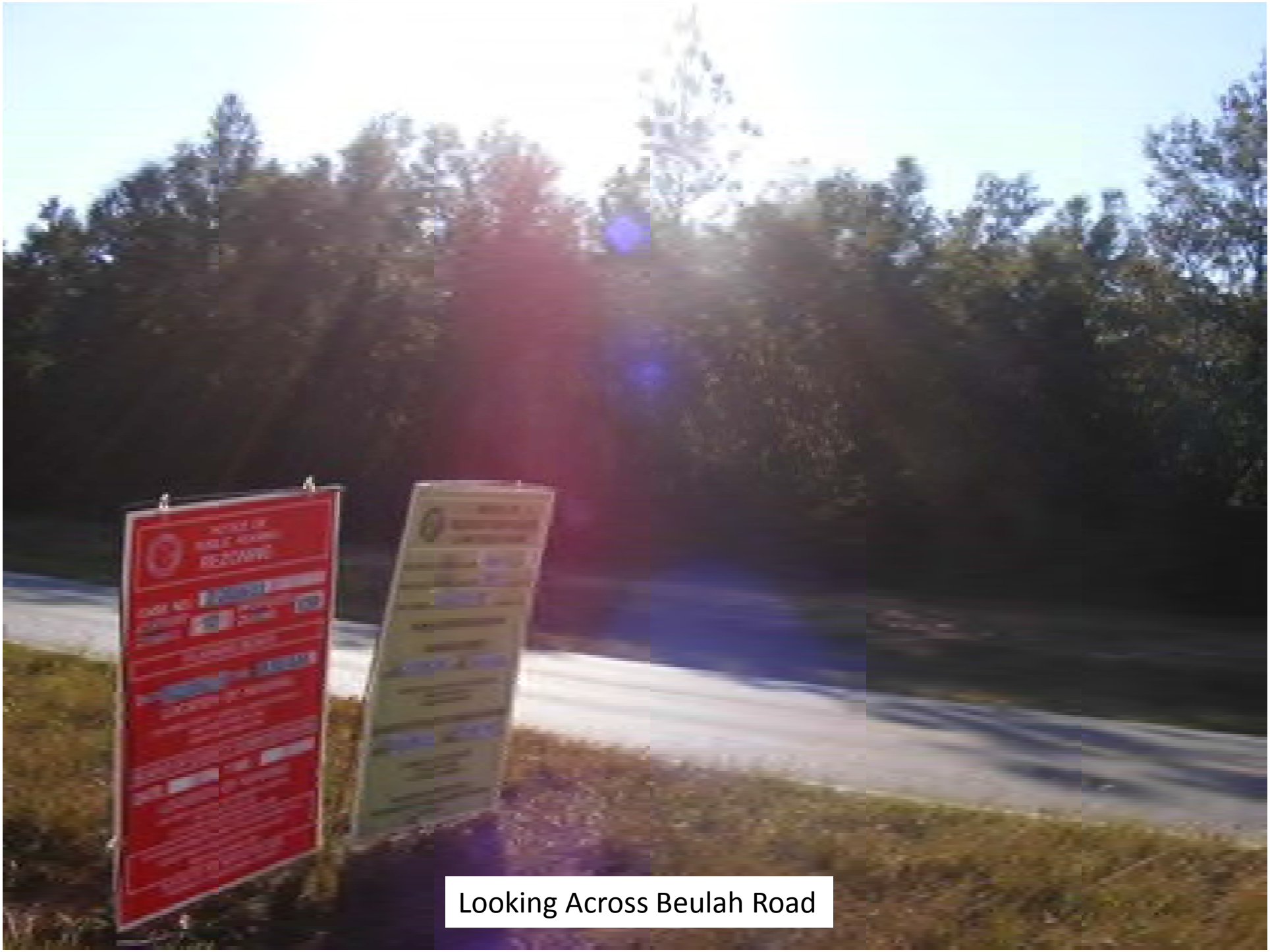
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking North Along Beulah Road


Looking Across Beulah Road



Looking South Along Beulah Road

CLARK PARTINGTON
ATTORNEYS AT LAW

Jesse W. Rigby
Direct (850) 434-3282
jrigby@clarkpartington.com

January 13, 2017

Hand Delivery
Escambia County Planning Board
Via: Director, Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Re: Application of Briar Ridge, LLC for FLUM Amendment and Rezoning

Dear Planning Board Members:

I represent Briar Ridge, LLC, and will be appearing on the company's behalf at the Planning Board meeting that will consider the referenced application. Forwarded with this cover letter is an Addendum to the Application. The Addendum provides factual information and legal analysis that is both relevant and important. I am providing this Addendum well in advance of the Planning Board hearing so that it can be reviewed by the Planning Board and its legal counsel, and by the Development Services Department staff, prior to the Planning Board hearing.

I encourage your legal counsel and the Development Services Department staff to let me know if there are additional question I should address in advance of the hearing.

Sincerely,

Jesse W. Rigby

JWR\cw
Enclosure
cc: Client
A2477534.DOCX

ADDENDUM; SUPPLEMENTAL INFORMATION FOR
PLANNING BOARD HEARING
ON APPLICATIONS OF BRIAR RIDGE, LLC
LSA 2016-03
REZONING Z-2016-11

Procedural History

The above referenced land use applications came before the Planning Board on December 6, 2016. Briar Ridge's applications had been fully briefed by the Development Services Department. At the beginning of the hearing, a question was raised as to whether the applications had been advertised properly. The issue surfaced because the applications referred to the entire parcel (approximately 93 acres), but the intent of the applications was to change the Future Land Use Map (FLUM) and zoning for less than 60 acres. The decision was made to re-advertise the hearing to reference the correct acreage.

Summary of Additional Factual and Legal Issues that Surfaced After the Planning Board Hearing

After additional review of the Staff analysis for Z-2016-11, the Manager of Briar Ridge, LLC ("Manager"), was made aware of the Staff comment under rezoning criterion (b) that development of the property for residential use would require the dedication of additional right-of-way ("ROW") along Issac Lane. The Staff report referred to dedication of 100 feet, but subsequent discussions with County Engineering and Transportation staff members increased the possible dedication of ROW to 300 feet.

The property subject to the applications is under contract to be sold for use as a subdivision consistent with LDR zoning. The sale price of the property is based on a 110 unit single-family lot subdivision. Loss of 300 feet for future ROW for development of Issac Lane would result in termination of the sale contract.

This problem led to my engagement by Briar Ridge, and then led to two meetings with senior county staff members. The first meeting was in December. The second meeting held in early January included the County Administrator. The first meeting allowed each side to set out their concerns and issues. The second meeting resulted in a detailed discussion of potential county needs and the demonstrable financial impact on Briar Ridge. Legal issues addressed below were also discussed, and in my opinion, both sides have a good understanding and appreciation of the legal issues.

The second meeting was productive, and although the County Administrator and his staff did not state any commitment, we believe the County's position on the issues will be defined prior to the Planning Board hearing.

Relevant Historical Facts

Although I am confident these facts will be described in more detail in the Staff Reports for LSA 2016-03 or Z-2016-11, I am providing a brief recitation of facts in this Addendum.

On December 13, 2007, the County adopted Ordinance 2007-81, which is referred to as the Corridor Preservation Ordinance. A copy of the complete records from the minutes of the BCC adoption is attached as Exhibit BR-1. The Ordinance refers to a ROW requirement for a "beltway" of 300 feet, and at Briar Ridge's first meeting with county staff, the demand for dedication of 300 feet remained on the table, although staff members said that the actual requirement might be less than 300 feet. At the second meeting, members of the County Transportation Department advised the attendees that the actual ROW need would be 104 feet, if the connector between Nine Mile Road and a new I-10 interchange is ever approved and built. We were also advised that a final decision on the interchange and a "beltway" is years away.

Briar Ridge bought the 93 acres from Heron's Forest Development Co. in February 2008. The principals in Heron's Forest provided no notice of the adoption of the Corridor Preservation Ordinance. We have confirmed that the principals—Garrett Walton and Dick Baker—had no knowledge of the adoption of the ordinance. A letter from Garrett and Dick is attached as Exhibit BR-2.

The Manager knew that the title insurance policy issued in 2008 did not disclose the County's Corridor Preservation Ordinance. To confirm whether this lack of information was a title insurance issue, in December 2016 Briar Ridge obtained an Ownership and Encumbrances report from Westcor Title. A copy of the cover letter to the O & E report is attached as Exhibit BR-3 (complete report of 142 pages is available). The easements of record found by Westcor are in favor of Gulf Power. Westcor did not find any reference in the Official Records of the County that would have provided notice to Briar Ridge that the Corridor Preservation Ordinance was imposed on its property.

Based on our investigation, our conclusion is that the County failure to record and index the Corridor Preservation Ordinance in the Official Records of the County, and the failure to give actual notice to the property owner, resulted in potential significant financial harm to Briar Ridge, depending on how the County responds to the pending requests for land use changes.

It would have been easy to give the owners of the Briar Ridge property constructive notice of the potential impact on the property. The first legal description in Ordinance 2007-81 of the property subjected to the corridor preservation includes <u>all of the Briar Ridge property</u>, plus some additional property. The land subjected to the "preservation" is not just 300 feet, but all 93 acres.

In an effort to provide the Planning Board with full disclosure, I have determined that the potential impact of Ordinance 2007-81 was raised by county transportation planners at the

Planning Board hearing in 2014 that resulted in the change of the FLU for the property from MU-S to Industrial (LSA 2014-02) and the zoning from VAG-2 (1 unit per 5 acres) to ID-2 (Z-2014-12). Mr. Bolley ("Bo") Johnson, Manager of Briar Ridge, was not made aware of the discussion, and so this potential issue did not come to his attention until December 2016.

The most important information we can glean from the 2014 land use change hearings is that the County did not object to either the change in FLU from MU-S to Industrial, or the zoning change from VAG-2 to ID-2, although this undoubtedly increased the fair market value of the Briar Ridge property.

Another "fact" identified by County staff is that Issac Lane is a county maintained dirt road that is within the scope and coverage of Fla. Stat. 95.361. This statute has the effect of conveying fee simple title to the County of the county maintained portion of Issac Lane, subject to the county complying with procedural requirements. The exact width of the available (existing) ROW is believed by county staff to be between 20 and 29 feet. Therefore, the County has access today to at least 20 of the 104 feet needed, without cost to the county.

Adverse Impact on Briar Ridge if Forced to Donate 104 Feet ROW to the County

The sale contract is based on sale of the 56 acres for use as a residential subdivision of 110 single-family lots. This subdivision layout provides for a setback from the property boundary of 50 feet. Briar Ridge told the County Administrator that it will donate to the County this 50 feet, at no cost, upon final adoption of ordinances changing the FLU and zoning as requested. This donation will apply to the portion of the Briar Ridge property that abuts the 56 acres subject to the land use changes.

Dedication of the County of more than 50 feet would eliminate the western most row of lots from the current layout, resulting in a loss of 36 lots. The buyer has said it would consider developing the property at 74 lots, but only after a price reduction of $750,000. Therefore, at present the best available information is that the financial impact on Briar Ridge is $750,000.

Relevant Legal Analysis if the County Required Dedication of ROW as Consideration to Grant the FLUM Change to MU-S or the Rezoning to LDR

This submission is not intended to be a detailed legal analysis of the constitutional law issues. Ms. Meredith Crawford is aware, at least generally, of my position on this topic, and I am confident she will let the Planning Board know if there is a disagreement as to the relevant legal principles. The Florida and U. S. Supreme Court decisions on the subject being addressed are generally consistent.

In constitutional law cases, the requirement/demand by a local government that either a property owner or a developer dedicate, or donate, land in return for obtaining some form of land use approval, is commonly referred to as an "exaction." Up to a certain threshold, an "exaction" is constitutionally permissible, and is present in many subdivision developments. A

requirement that an owner or developer donate land and install vehicle turn lanes and deceleration or acceleration traffic lanes is a common "exaction" that typically does not run afoul of constitutional prohibitions forbidding the taking of private property without the payment of "just compensation."

Although the body of federal and state case law is much broader than described in this Addendum, two of the more important cases are summarized below.

In *Nollan v. California Coastal Commission,* 483 U. S. 825 (1980), the U. S. Supreme Court held that with respect to a discretionary decision by a local government to issue a permit, the government can impose a condition on issuance of the permit (an exaction), without effecting a taking of property requiring the payment of "just compensation," if the condition "serves the same governmental purpose as the development ban." For example, the exaction of land from the property owner to use for a turn lane into a subdivision protects the public by reducing the danger to the public of motorists slowing down to turn into a new subdivision.

In *Dolan v. City of Tigard*, 512 U. S. 374 (1994), the Court held that for the *Nollan* exaction to be constitutional, there must be a "rough proportionality" between the condition (exaction) imposed and the impact of the proposed development. For example, the use of private land for a turn lane is roughly proportional to the impact of the subdivision, in most cases. However, the constitutionality might be in question if the turn lane is required to serve only a 5 lot subdivision.

The purpose behind these constitutional doctrines is to prevent government from forcing an individual property owner to bear financial burdens that should be borne by the public as a whole.

The importance of these cases to the Briar Ridge applications is that a required exaction (required dedication of 104 feet for ROW along Issac Lane would NOT have rational proportionality or relationship to the impact of the proposed development of the property. Instead, the purpose of the exaction by the County would be as stated in the staff report to the BCC for the adoption of Ordinance 2007-81. "This will alleviate negative impacts to future development or future roadway project cost. This Ordinance will also allow Escambia County to be more competitive for future Federal and State grants based on criteria created in 2006." Said more directly, if the County can prevent development and require dedication of the property, the cost of acquiring private property for a public purpose by use of eminent domain will be greatly reduced. This approach has been soundly condemned by the courts in two significant cases.

In *Joint Ventures v. Fla. Dept. of Transportation*, 563 So. 2d 622 (Fla. 1990), the Florida Supreme Court declared invalid a Florida statute that allowed DOT to file a "map of reservation" in public records; thereby prohibiting the issuance of building permits. The land at issue was needed by DOT for a stormwater facility to be built in conjunction with widening a highway. The recorded map of reservation imposed a setback from the centerline of a roadway, and

within this setback permits could not be issued for development of the property. The purpose of the map was to prevent the development of property that might be needed in the future. Development of the property would make the property more expensive when the State was ready to acquire the property by eminent domain. The map of reservation statute was held to be invalid as a violation of the United States and Florida constitutions because it was an impermissible taking of private property without the payment of just compensation.

After *Joint Ventures*, FDOT shifted its pressure to local governments and asked them to act to preserve potential future ROW from development. The result was the adoption of ordinances by some local governments, like the adoption by Escambia County of Ordinance 2007-81, where the intent was to prevent land use changes within designated transportation corridor preservation areas; where the land use changes would potentially increase the future cost of acquiring the land by eminent domain. Probably the most notorious of these county ordinances was adopted in 2006 by Pasco County. A federal district judge described the Pasco scheme in the following manner, before declaring the ordinance unconstitutional.

> Preferring to avoid the payment of "just compensation" after acquiring the necessary land by eminent domain, Pasco County has hatched a novel and effective but constitutionally problematic idea, a most uncommon regulatory regime that is crowned by Pasco County's "Right of Way Preservation Ordinance." The unremarkable part of the regime designates new "transportation corridors," which expand certain Pasco County highways.
>
> For most landowners, whose land is encroached by the transportation corridor but who have no plans to develop the land adjacent to the encroached land, no immediate consequence (and no constitutional jeopardy) occurs; Pasco County will take the expanded right-of-way -- when needed -- by eminent domain and will pay "just compensation" as determined by a jury in a Pasco County circuit court.
>
> The remarkable part of the regime and the constitutional mischief appear in the instance of a landowner whose land is encroached by the new transportation corridor but who plans to develop the remaining land, which adjoins the encroachment. The Ordinance requires Pasco County to deny the landowner's development permit and to forbid development of the land adjoining the new transportation corridor unless the landowner "dedicates" (conveys in fee simple) to Pasco County -- for free -- the land within the new transportation corridor. In other words, to avoid the nettlesome payment of "just compensation," the Ordinance empowers Pasco County to purposefully leverage the permitting power to compel a landowner to dedicate land encroached by a transportation corridor. In Pasco County, if there is no free dedication, there is no permit.

> As the Pasco County Attorney proudly declares, "The right of way preservation ordinance drafted and defended by this office (which is one of only a few in the state) saves the County millions of dollars each year in right of way acquisition costs, business damages and severance damages." The bully result is effected by threatening to deny every proposed new use of private land, from medical clinic to beauty parlor, from restaurant to bait shop, and by coercing everyone, great and small, rich and poor, popular and unpopular, unless the landowner completes the mandatory "voluntary" dedication of real estate.

Hillcrest Property, LLP v. Pasco County, 939 F.Supp 2d 1240 (M.D. Fla. 2013).

Escambia County's Ordinance 2007-81 is not equivalent to the bold "land grab" of the Pasco ordinance; but it suffers from the same constitutional infirmity if the County actually imposes a requirement that Briar Ridge donate land, at no cost to the county.

The buyer of the Briar Ridge property built a 50 foot setback into its proposed development. Based on this action, Briar Ridge told the County Administrator that it will donate this 50 foot strip in fee simple to the County, and at no cost, if the future land use and rezoning is approved. This runs along the boundary of the 56 acres subject to the application.

We submit there is no lawful objection to the requested future land use and rezoning applications. The County submitted its staff reports for the December Planning Board hearings. The reports are of record and no facts have changed since that submission by the County. A decision by the County to now recommend denial of either application would demonstrate that the County is seeking to go down the forbidden path taken by Pasco County.

A2477285.DOCX

Exhibit BR-1

THE DOCUMENT WAS RECEIVED AND SHOWN ON PAGES 15-20.

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

ORDINANCE ADOPTED AT THE 8:48 AM PUBLIC HEARING WHICH HAS NOT YET BEEN RETURNED FROM THE FLORIDA DEPARTMENT OF STATE

Exh BR-1

BCC Special Session: 12-13-2007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Planning and Engineering

FROM: T. Lloyd Kerr, AICP, Director

DATE: December 10, 2007

ISSUE: **8:48 am Thursday, December 13, 2007 Public Hearing**
Comprehensive Plan Amendment (CPA 2007-02D)

RECOMMENDATION:

That the Board review and adopt the following:

Comprehensive Plan Amendment, **CPA 2007-02D Transportation Corridor Preservation Ordinance**, composed of a draft ordinance and attachments herein, to amend Part II of The Escambia County Code of Ordinances (1999), The Escambia County Comprehensive Plan, as amended; amending portions thereof as follows:

Comprehensive Plan text amendment, amending Chapter 8, "Transportation Element" providing for references to the protection of transportation corridors.

BACKGROUND:

In establishing the Twenty Year "Cost Feasible" Plan, the Florida Department of Transportation (FDOT) and the FL-AL Transportation Planning Organization (TPO) have requested local governments implement measures to ensure roadway projects remain "cost feasible".

The primary concerns, based on past roadway capacity projects, are that local governments reduce the impact of development adjacent to a future corridor improvement projects and reduce land use intensities which may increase the cost of needed right-of-way. Both concerns have and will continue to add a substantial cost to planned projects prior to construction.

This Ordinance, by intent, is to ensure that future development and future roadway projects do not conflict with each other in order to meet future Transportation Level of Service demands. This will alleviate negative impacts to future development or future roadway project cost. This Ordinance will also allow Escambia County to be more competitive for future Federal and State grants based on criteria created in 2006.

The transmittal hearing was held August 2, 2007 where the amendment and ordinance were approved by the BCC and forwarded to DCA. County staff received the DCA

8:48 a.m. PH

Objection, Recommendation and Comments Report on October 24, 2007. Staff is recommending adoption of the ordinance with no changes.

This is part of the second of the two Comprehensive Plan Amendment packages allowed by Florida Statute for the Year 2007.

BUDGETARY IMPACT:

No budgetary impacts are expected by the approval of this amendment.

LEGAL CONSIDERATION/SIGN-OFF:

The attached ordinance was reviewed and approved for legal sufficiency by Alison P. Rogers, Deputy County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are anticipated for the implementation of this amendment.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The amendment is consistent with State Statutes (F.S. 163.3161 through 163.3215), Florida Administrative Code 9J-5 and with the Board's goal " to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION REQUIREMENTS:

Following adoption public hearings and upon recommended approval by the Planning Board and Board of County Commissioners the amendment will be returned to DCA for approval. Upon approval, DCA will issue a Notice of Intent to find In Compliance, at which time the ordinance will be forwarded to the Municipal Code Corporation for codification in the Official Comprehensive Plan of Escambia County.

8:48 a.m. PH

COORDINATION WITH OTHER AGENCIES/PERSONS:

The proposed amendments were prepared in cooperation with the County Attorney's Office, the Planning and Engineering Department, Office of Transportation and Traffic Operations, and interested citizens. Planning & Engineering will insure proper advertisement.

TLK:eap

Attachments:

c: Janet Lander, County Attorney

CONCUR:
Robert R. McLaughlin, Interim County Administrator

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8:48 a.m. PH

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2007-02 Transportation Corridor Preservation BCC Ordinance

Date: 12/04/07

Date requested back by: 12/06/07

Requested by: Eva Peterson

Phone Number: 595-3118

(LEGAL USE ONLY)

Legal Review by Allson Perdue Rogers, Deputy County Attorney

Date Received: 12/04/07

XX Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

8:48 a.m. PH

ORDINANCE 2007-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

8:48 a.m. PH

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida as follows:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out, in the Local Government Comprehensive Plan and Land Development Regulation Act, sections 163.3161 through 163.3215, Fla. Stat. and Chapter 9J-5, Florida Administrative Code.

Section 2. Title of Comprehensive Plan Amendment.

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled "Comprehensive Plan Amendment 2007-02D - Transportation Corridor Preservation."

Section 3. Changes to the Escambia County Comprehensive Plan.

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as Amended, is further amended as set forth hereto and made part hereof to include changes as follows:

OBJECTIVE 8.A.4: <u>TRANSPORTATION CORRIDOR AND</u> RIGHT-OF-WAY PROTECTION

Continually, the county shall provide for the protection of <u>proposed transportation corridors as well as</u> existing and future rights-of-way from encroachment by including appropriate regulations within the LDC (reference

8:48 a.m. PH

Policy 7.A.1.1) and implementing Policies 8.A.4.1 through ~~8.A.4.3~~ 8.A.4.4 among others.

Policy 8.A.4.1: Rezonings and Zoning Setback Enforcement

The county shall continue to enforce its zoning ordinance and include said ordinance within the LDC. Note: The zoning ordinance contains setback provisions, which will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachment ~~in the "zoned" areas of the county~~. The County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs. Prior to completion of a Project Development and Environmental Impact (PD&E) study for a capacity improvement project, standard right-of-way will be considered as follows:

Major Collectors	80'
Major Arterials	125'
Beltways	300'

Policy 8.A.4.2: Right-of-Way Protection for Existing and Planned Roadways

The county shall require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

Policy 8.A.4.3: Scenic Roadways

Because of their unique scenic character, and related historic and tourist significance, Scenic Highway (SR-10A) and Perdido Key Drive (SR 292) are

designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of special sign controls in the LDC.

Policy 8.A.4.4: Proposed Transportation Corridors

The County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted Transportation Planning Organization's "Cost Feasible Plan", the proposed or adopted County Capital Improvement Plan or in any proposed or adopted DRI or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. EFFECTIVE DATE.

This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

8:48 a.m. PH

EXHIBIT A

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

8:48 a.m. PH

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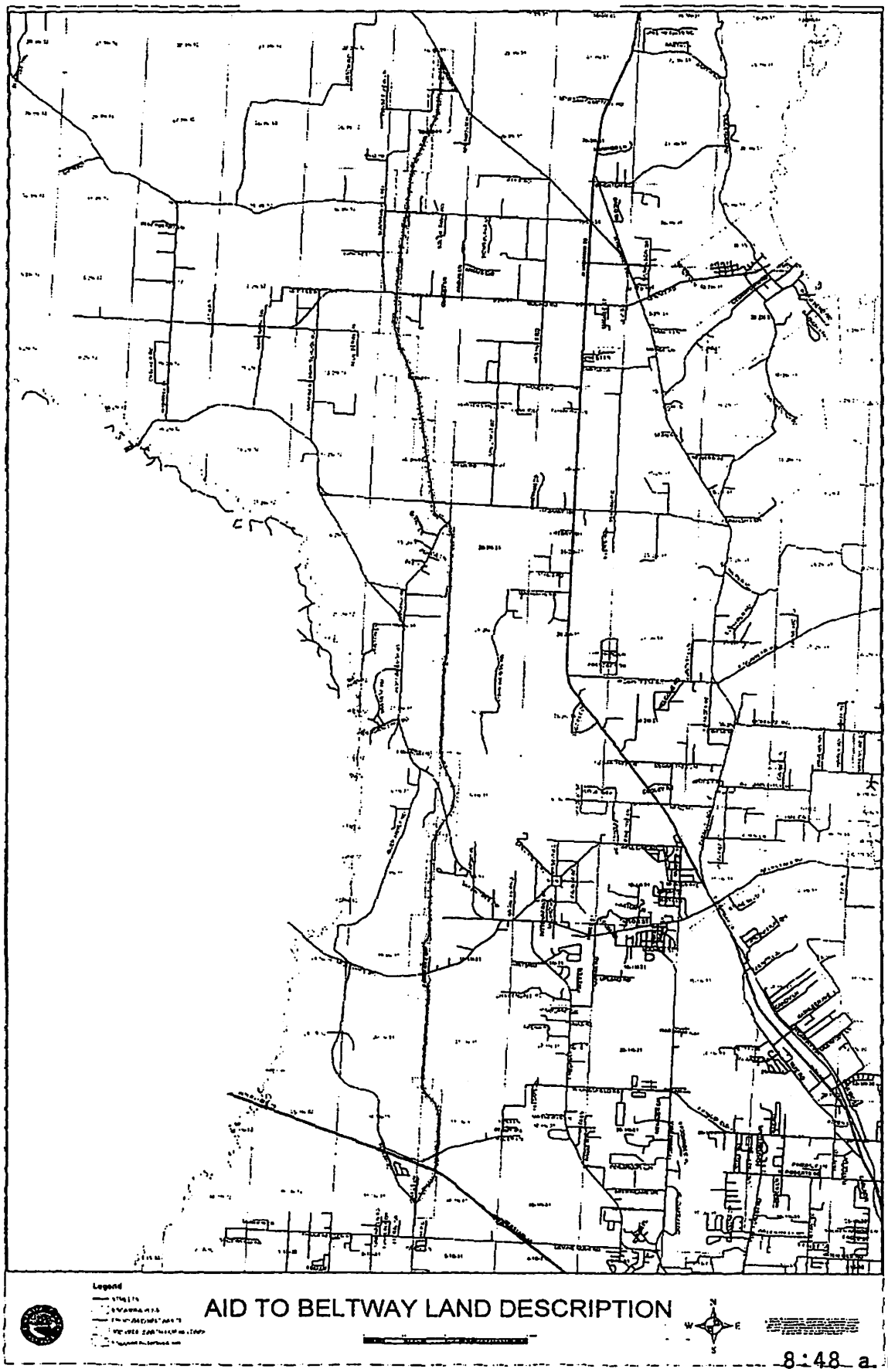

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EXHIBIT B

The following describes potential East/West corridors to the proposed beltway protected areas for the construction of access to the proposed beltway:

KINGSFIELD ROAD EXTENSION

The south 50 feet of the west one-half of the west one-half of Section 22, Township 1 North, Range 31 West and the north 50 feet of the west one-half of the west one-half of Section 30, Township 1 North, Range 31 West. The south 50 feet of the south one half of Section 21, Township 1 North, Range 31 West, and the north 50 feet of the north one-half of Section 31, Township 1 North, Range 31 West.

WELL LINE ROAD EXTENSION

The south one-half of the south one-half of sections 4 and 5, Township 1 North, Range 31 West, less and except the south 820 feet of the south one-half of the south one-half of said section 5 and less and except the south 820 feet of the west one-half of the west one-half of said section 4.

QUINTETTE ROAD EXTENSION

The south 50 feet of the south one-half of the south one-half of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the north one-half of Section 33, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 33. The south 50 feet of the southeast quarter of Section 29, Township 2 North, Range 31 West and the south one-half of the southeast quarter of the southwest quarter and the south one-half of the southwest quarter of the southwest quarter of said section 29.

EXISTING MATHISON ROAD

The south 50 feet of the southwest quarter of Section 21, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 21. The north 50 feet of the northwest quarter of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the northeast quarter of the northeast quarter of Section 29, Township 2 North, Range 31 West and the south 50 feet of the south one-half of the southeast quarter of the southeast quarter of Section 20, Township 2 North, Range 31 West.

EXISTING MOLINO ROAD

Beginning at the westerly right of way of US Highway 29, the south 50 feet of the south one-half of the south one-half of the northwest quarter of Section 4, Township 2 North, Range 31 West and the north 50 feet of the north one-half of the north one-half of the southwest quarter of said section 4. The south 50 feet of the north one-half of Section 5, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 5. The south 50 feet of the north one-half of Section 6, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 6, less and except the west one-half of the west one-half of Section 6, Township 2 North, Range 31 West.

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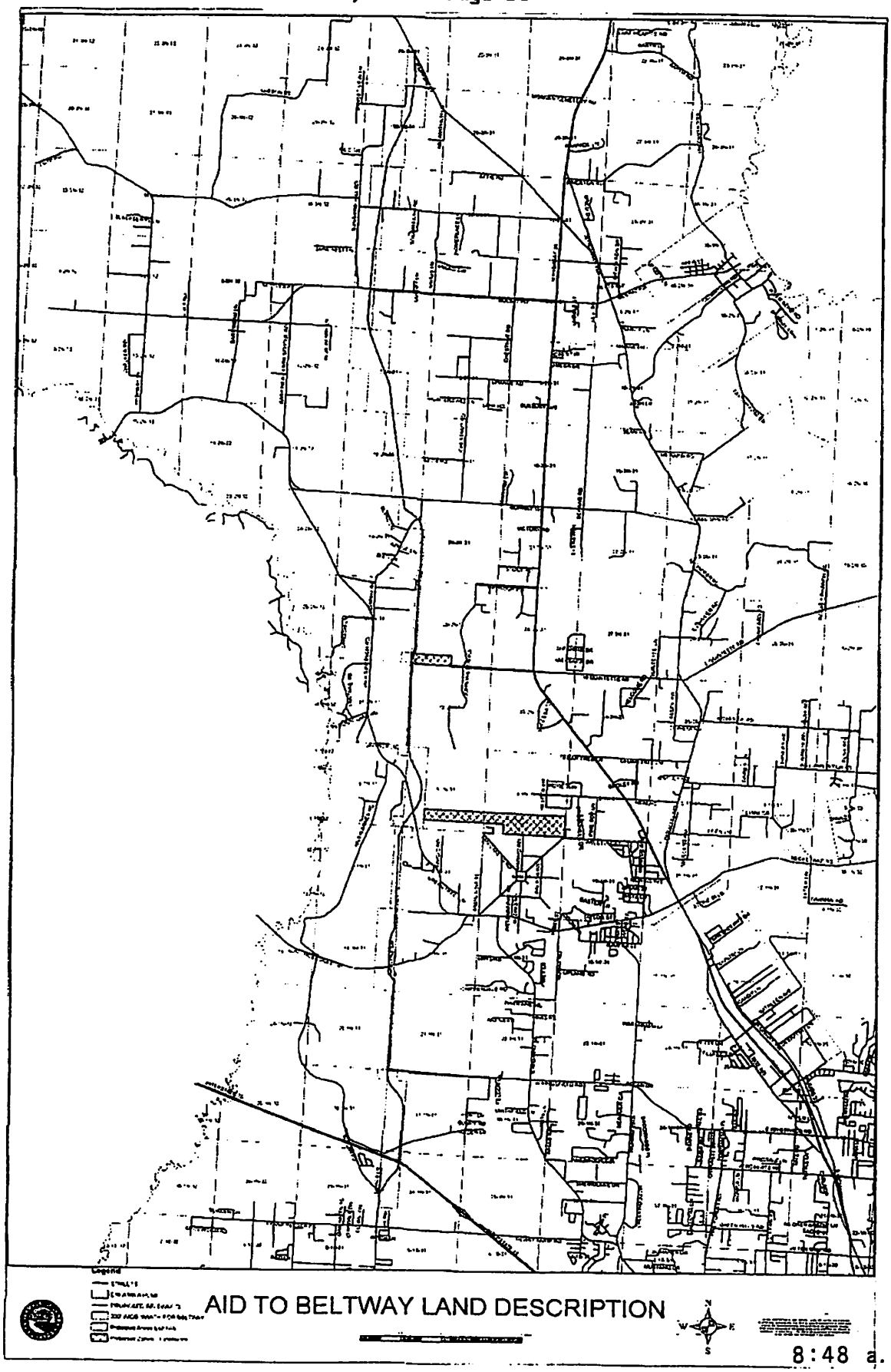
THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS



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Escambia County
Clerk's Original
12/13/2007 8:48am PH

ORDINANCE 2007-81

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 12/17/2007 Verified By: Dfpuiu

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida as follows:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out, in the Local Government Comprehensive Plan and Land Development Regulation Act, sections 163.3161 through 163.3215, Fla. Stat. and Chapter 9J-5, Florida Administrative Code.

Section 2. Title of Comprehensive Plan Amendment.

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled "Comprehensive Plan Amendment 2007-02D - Transportation Corridor Preservation."

Section 3. Changes to the Escambia County Comprehensive Plan.

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as Amended, is further amended as set forth hereto and made part hereof to include changes as follows:

OBJECTIVE 8.A.4: <u>TRANSPORTATION CORRIDOR AND</u> RIGHT-OF-WAY PROTECTION

Continually, the county shall provide for the protection of <u>proposed transportation corridors as well as</u> existing and future rights-of-way from encroachment by including appropriate regulations within the LDC (reference

Policy 7.A.1.1) and implementing Policies 8.A.4.1 through ~~8.A.4.3~~ 8.A.4.4 among others.

Policy 8.A.4.1: Rezonings and Zoning Setback Enforcement

The county shall continue to enforce its zoning ordinance and include said ordinance within the LDC. Note: The zoning ordinance contains setback provisions, which will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachment ~~in the "zoned" areas of the county~~. The County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs. Prior to completion of a Project Development and Environmental Impact (PD&E) study for a capacity improvement project, standard right-of-way will be considered as follows:

Major Collectors	80'
Major Arterials	125'
Beltways	300'

Policy 8.A.4.2: Right-of-Way Protection for Existing and Planned Roadways

The county shall require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

Policy 8.A.4.3: Scenic Roadways

Because of their unique scenic character, and related historic and tourist significance, Scenic Highway (SR-10A) and Perdido Key Drive (SR 292) are

designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of special sign controls in the LDC.

Policy 8.A.4.4: Proposed Transportation Corridors

The County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted Transportation Planning Organization's "Cost Feasible Plan", the proposed or adopted County Capital Improvement Plan or in any proposed or adopted DRI or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. EFFECTIVE DATE.

This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this 13th day of December, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency
By _____
Title Deputy County Attorney
Date 12/14/07

ENACTED: December 13, 2007
FILED WITH DEPARTMENT OF STATE: December 19, 2007
EFFECTIVE: See Section 6.

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

Exhibit BR-2

GARRETT W. WALTON
2605 Semoran Drive
Pensacola, Florida 32503
garrett@heronsforest.com
(850) 554-6016

January 5, 2017

Briar Ridge, LLC
Attn: Bo Johnson
201 East Government Street, Suite #20
Pensacola, Florida 32502

Re: Beulah property

Dear Bo,

This letter is in reference to a tract of land in Section 34, Township 1 North, Range 31 West, Escambia County that Herons Forest Development Company (which is now dissolved, but was active at all times pertinent to the matter at hand, and the undersigned were it's only officers, directors and shareholders at that time) conveyed to Briar Ridge, LLC, on February 8, 2008, by instrument recorded in O.R. Book 6285, Page 1699, of the Public Records od Escambia County (the "Subject Property").

Neither of us has any recollection of any notice, letter or other communication of any kind from Escambia County, or any Escambia County official or employee, concerning the Subject Property relating to a rezoning, taking, condemnation, imposition of an easement or reservation, regulation of use, or similar prior to the conveyance detailed above. Further, being in the real estate business, both of us were always attentive to communications and regulations from local governments. Let there be no doubt that any communication from Escambia County about any changed land use regulation of the Subject Property would have been memorable, and not overlooked or forgotten.

Either, or both, of us will be pleased to answer any further questions you or others might have concerning this matter.

Sincerely,

Richard R. Baker

Richard R. Baker
dick@heronsforest.com
(850) 554-0600

Garrett W. Walton

Exh BR-2

Exhibit BR-3

Westcor Land Title

INSURANCE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

SEARCH NO. 16-62675

AGENT NO. FL1030

THE ATTACHED REPORT IS ISSUED TO EDSEL F. MATTHEWS, JR. P.A. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY WESTCOR LAND TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP AND ENCUMBRANCE REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE SUM OF $1,000.00

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages and judgments recorded in the Official Records Books of **Escambia** County, Florida that appear to encumber the title to said land. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity of sufficiency of any document attached, or is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership and Encumbrance Report and the documents attached hereto.

Period searched: From **09/18/2006 to 12/21/2016 @ 08:00 AM**

The land referred to herein is described as follows:

All that portion of the following described property lying Southerly of Interstate 10 right-of-way; the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4, all being in Section 34, Township 1 North, Range 31 West, Escambia County, Florida. LESS AND EXCEPT Road right-of-way for State Road 99 as recorded in Official Records Book 492, Page 764, of the Public Records of Escambia County, Florida.

Westcor Land Title Insurance Company

Telephone #**(866) 200-3366**

Dated: **December 22, 2016**

DOCUMENT APPROVED "JUNE 18, 1993", BY THE INSURANCE DEPARTMENT OF THE STATE OF FLORIDA

OWNERSHIP AND ENCUMBRANCE REPORT

Plant Order #. **16-62675**

Record Title appears to be vested in:

Briar Ridge, LLC

by virtue of the following:

Warranty Deed recorded in Official Records Book 6285, Page 1699, of the Public Records of Escambia County, Florida.

Ad Valorem taxes appear to be paid through the year **2016**

Encumbrances:

1. Payment of any special lien/assessments imposed by City, County, and/or State.

   NOTE: This County may have special lien/assessments imposed by the local municipality. These lien/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The municipality which governs subject property must be contacted to verify payment status.

2. Mortgage from **Briar Ridge, LLC** to **Whitney National Bank**, recorded **02/11/2008**, in Official Records Book **6285**, Page **1701**, of the Public Records of Escambia County, Florida, given to secure the original principal sum of **$960,000.00,** together with Assignment of Rents recorded in Official Records Book 6285, Page 1717, Assignment of Mortgage recorded in Official Records Book 7025, Page 620, Modifications recorded in Official Records Book 6577, Page 1233, 6577, Page 539, 7028, Page 191, 7202, Page 632, 7391, Page 1337 and 7570, Page 1373.

3. Easements recorded in Official Records Book 7587, Page 58, 373, Page 243 and 2873, Page 767.

4. Settlement Agreement recorded in Official Records Book 5796, Page 533, Correction to Agreement recorded in Official Records Book 6246, Page 1563, Partial Assignment of Agreement recorded in Official Records Book 6628, Page 957 and Amendment to Settlement Agreement recorded in Official Records Book 7015, Page 468.

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
25 West Cedar Street, Suite 110
Pensacola, FL 32502

850.435.7424
www.dewberry.com

January 13, 2017

RE: Letter of Request – 56 +/- Acre Site FLU Change

To Whom It May Concern:

We respectively request the property described herein be granted the change of Future Land Use to MU-S as depicted on ATTACHMENT A. The parcel previously held a Future Land use for residential prior to a land use change and rezoning that predated the recent real estate recession.

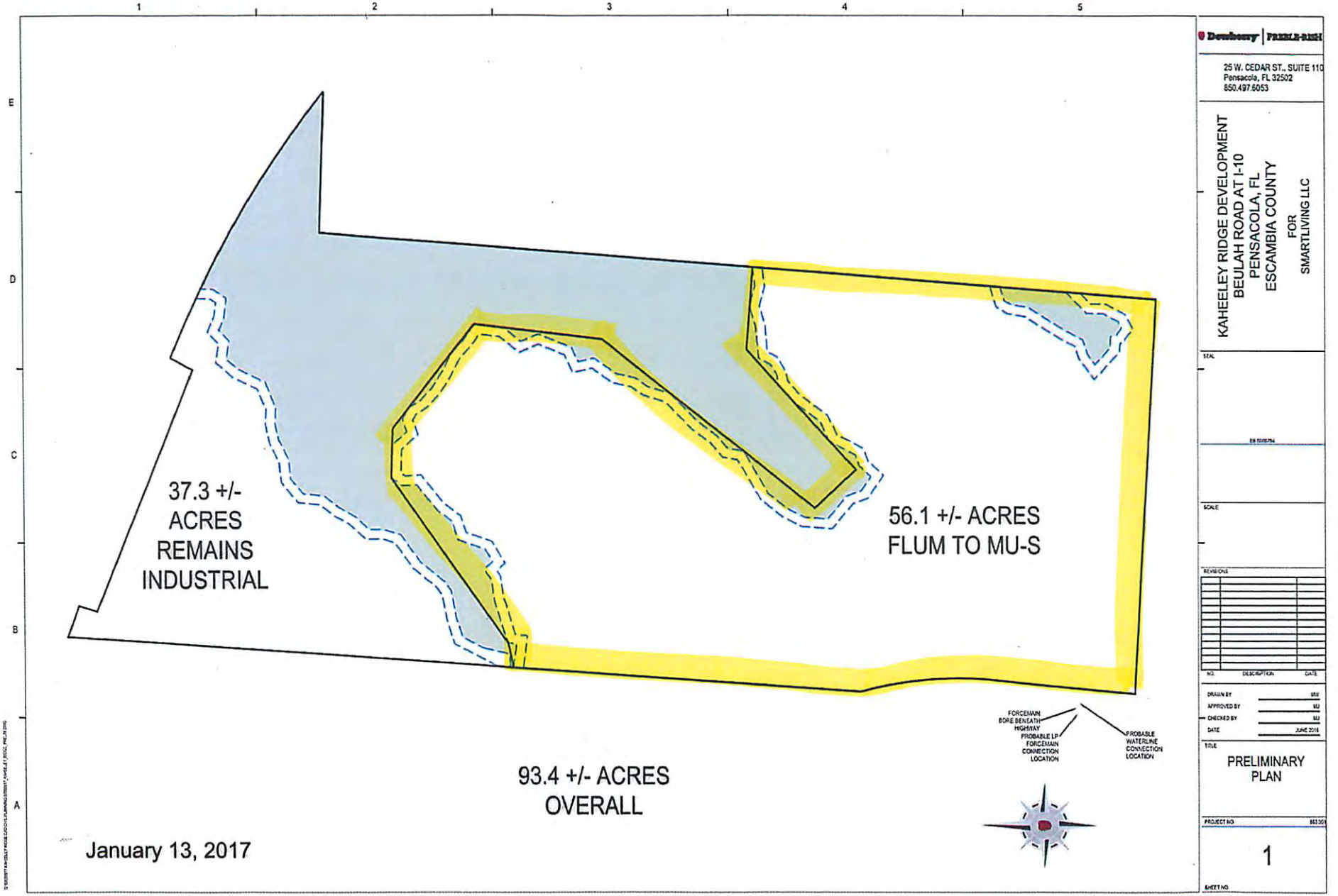
In the current adjusted market and following current development trends in the area, the subject property would be more appropriately used a single family residential. Much new development has occurred along Beulah Road over the past 6-8 years and this area in the western portion of the county continues to be the leader in new construction activities. The largest development on east end of Nine Mile Road continues to be the expanding Navy Federal Credit Union Campus. Navy Federal has relocated a facility to the site and will soon be the largest single employer in Escambia County, announcing in October of 2016 a plan to grow another 54 percent over the next five years. Ground breaking has occurred and much of the expansion is currently underway. This Nine Mile Road corridor of the county continues to be the strongest developing portion of the area which will further increase the housing demand.

Thank you for consideration of our application and we trust you will find sufficient documentation supporting our request.

Sincerely,

Joe A. Rector, Jr.
Senior Associate
Dewberry | Preble-Rish

ATTACHMENT A



Dewberry | PRIME-AIM

25 W. CEDAR ST., SUITE 110
Pensacola, FL 32502
850.497.6053

KAHEELEY RIDGE DEVELOPMENT
BEULAH ROAD AT I-10
PENSACOLA, FL
ESCAMBIA COUNTY
FOR
SMARTLIVING LLC

SEAL

SCALE

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY	MW
APPROVED BY	MJ
CHECKED BY	MJ
DATE	JUNE 2016

TITLE

PRELIMINARY PLAN

PROJECT NO.

1

SHEET NO.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(Revised 06/05/16)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

FEES: An application fee of $2,969.50 for a large-scale amendment and $2,122.50 for a small-scale amendment. **For a large-scale amendment only**, a $1000.00 advertising deposit is required upon application submittal. Applications should be accompanied by a check made payable to Escambia County and submitted prior to 3:00 p.m. no later than the closing date for acceptance of applications. In addition, the applicant and agent are responsible for payment of advertisement fees for required public hearings and any remedial reports or analyses which may be required (in accordance with the Escambia County Land Development Code, Chapter 2, Section 2-7.3). An estimated minimum cost of advertisement fees for two public hearings is $1200.00; however, additional hearings may be required. The exact amount will be billed to the applicant and agent after the newspaper has agreed to run the ad(s). Should applicant fail to submit final payment within 90 days of invoice date (refer to Affidavit of Ownership and FLU Change Request) for advertising costs, agent and applicant may be temporarily suspended from submitting projects until advertising fee balance has been paid in full.

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. __X__ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).

2. __X__ Letter of request, including reason(s) for map amendment and desired future land use category

3. __X__ Notarized Affidavit of Ownership and Authorization (form herein)

4. __X__ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf

5. __X__ Concurrency Determination Acknowledgement (form herein)

6. __X__ Proof of Ownership (Copy of Warranty Deed or Tax Notice) - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.

7. __X__ Street Map depicting general property location

8. __X__ Legal Description of exact property area proposed for a future land use map amendment, including:
   - __X__ Street Address
   - __X__ Property Reference Number(s)
   - __X__ Boundary Survey
   - __X__ Total acreage requested for amendment

9. __X__ Land Use Map Amendment Application fee

10. __X__ Complete Data and Analysis (See applicable page herein)

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X

Current FLU: INDUSTRIAL Desired FLU: MU-S Zoning: ID Taken by: _____

Planning Board Public Hearing, date(s): 12/06/2016

BCC Public Hearing, proposed date(s): 01/05/2017

Fees Paid _____ Receipt # _____ Date: 1/13/2017

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: BRIAR RIDGE LLC

Address: PO BOX 1392

City: PENSACOLA State: FL Zip Code: 32591

Telephone: ( ) _____

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 11975 BEULAH ROAD

Subdivision:

Property reference number: Section 34 Township 1N Range 31W
Parcel 2101 Lot 000 Block 001

Size of Property (acres) 56 +/-

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Bolley L. Johnson, Briar Ridge LLC — 1/13/2017
Signature (Property Owner) — Printed Name — Date

Joe A. Rector, Jr., and Jesse Rigby — 1/13/2017
Signature (Agent's Name (or owner if representing oneself) Printed Name — Date

Address: 25 W Cedar Street, Suite 110

City: Pensacola State: FL Zip: 32502

Telephone (850) 435 - 7424 Fax # ( ) ____ - ____

Email: jrector@dewberry.com

STATE OF Florida
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 13th day of January, year of 2017 by, Bolley Johnson who (✓) did ( ) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

1-13-17 — Amber Brownlee
Signature of Notary Public — Date — Printed Name of Notary

My Commission Expires January 14 2019 Commission No. #FF189676
(Notary seal must be affixed)

AMBER BROWNLEE
MY COMMISSION # FF 189676
EXPIRES: January 14, 2019
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at **11975 BEULAH ROAD**, Pensacola, Florida, Property Reference Number(s) **34-1N-31-2101-000-001**, I hereby designate **Joe A. Rector, Jr., and Jesse Rigby**, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this **17** day of **JANUARY**, the year of **2017**, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

Signature of Property Owner	Date	Printed Name of Property Owner
	1/13/2017	**Bolley L. Johnson, Briar Ridge LLC**
Signature of Agent	Date	Printed Name of Agent
		Joe A. Rector, Jr., and Jesse Rigby

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 13th day of January, year of 2017, by Bolley Johnson who (✓) did ( ) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Signature of Notary Public	Date	Printed Name of Notary Public
	1-13-17	Amber Brownlee

Commission Number FF189676 My Commission Expires January 14, 2019

(Notary seal must be affixed)

AMBER BROWNLEE
MY COMMISSION #
EXPIRES: January 14, 2019
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:
KAHEELEY RIDGE

Property reference #: Section **34** Township **1N** Range **31W**

Parcel # **34-1N-31-2101-000-001**

Project Address:
11975 BEULAH ROAD

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 13th DAY OF JANUARY, 20 17

Owner's signature	**Bolley L. Johnson, Briar Ridge LLC** **Owner's name (print)**
Agent's signature	**Joe A. Rector, Jr., and Jesse Rigby** **Agent's name (print)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

    The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:

    A. Wellheads (indicate distance and location to nearest wellhead)

    B. Historically significant sites (available from University of West Florida)

    C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARCEL 1: TO REMAIN INDUSTRIAL

COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND RUN THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 663.45 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) FOR THE POINT OF BEGINNING: CONTINUE THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 638.32 FEET TO A 4"X4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 05° 06' 28" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 723.97 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 123.28 FEET; THENCE RUN SOUTH 21° 09' 46" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 691.53 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3589.83 FEET, AN ARC DISTANCE OF 101.94 FEET (CHORD BEARS SOUTH 68° 01' 25" EAST, 101.94 FEET); THENCE RUN NORTH 22° 47' 23" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3669.83 FEET, AN ARC DISTANCE OF 946.29 FEET (CHORD BEARS SOUTH 59° 49' 24" EAST, 943.67 FEET) TO 1/2" CAPPED REBAR (LB #7174) ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 87° 46' 28" WEST, A DISTANCE OF 429.08 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 04° 49' 49" WEST, A DISTANCE OF 1306.42 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 36.27 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL 2: FOR CHANGE TO MU-S

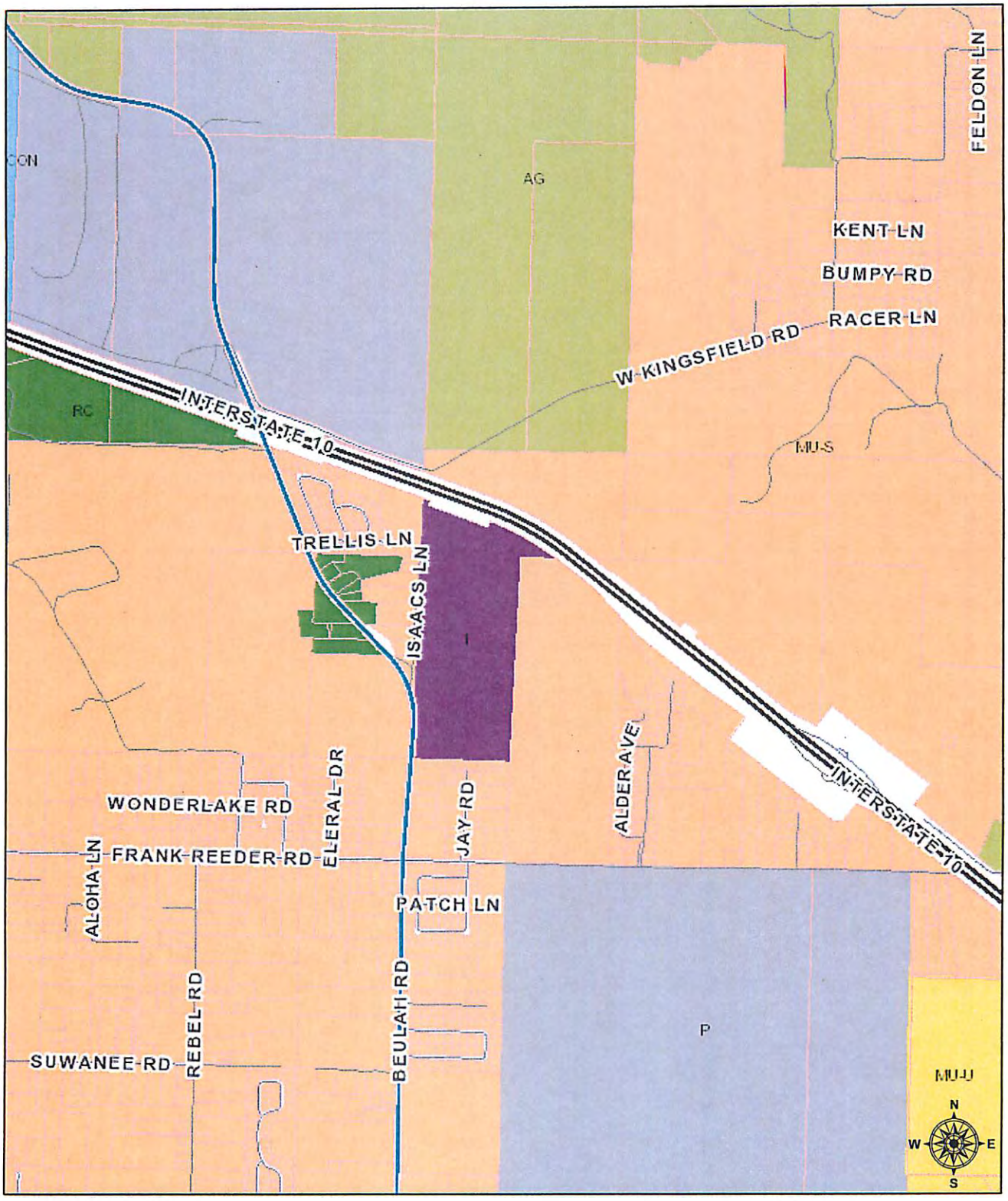
BEGINNING AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THENCE RUN SOUTH 04° 57' 16" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 422.98 FEET TO A 1/2" CAPPED REBAR (LB #7312) ON THE EAST RIGHT-OF-WAY OF STATE ROAD 99, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 48509-2601; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID STATE ROAD 99, HAVING A RADIUS OF 1196.28 FEET, AN ARC DISTANCE OF 464.42 FEET (CHORD BEARS SOUTH 05° 08' 27" EAST, 461.51 FEET) TO A 1/2" CAPPED REBAR (LB #8011); THENCE RUN SOUTH 05° 58' 51" WEST, ALONG SAID STATE ROAD 99, A DISTANCE OF 419.84 FEET TO A 1/2" REBAR ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 87° 23' 11" EAST, A DISTANCE OF 1252.15 FEET TO 1/2" CAPPED REBAR (LB #7312) AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 04° 49' 49" EAST, A DISTANCE OF 1303.98 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 05° 08' 11" WEST, A DISTANCE OF 663.45 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 56.80 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Escambia County, FL - Address Search

Land Use Report

Zoning:	Ind
Future Land Use 2030:	I
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	AIPD 2 - NOLF 8
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Current FLUM



January 13, 2017

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

Streets

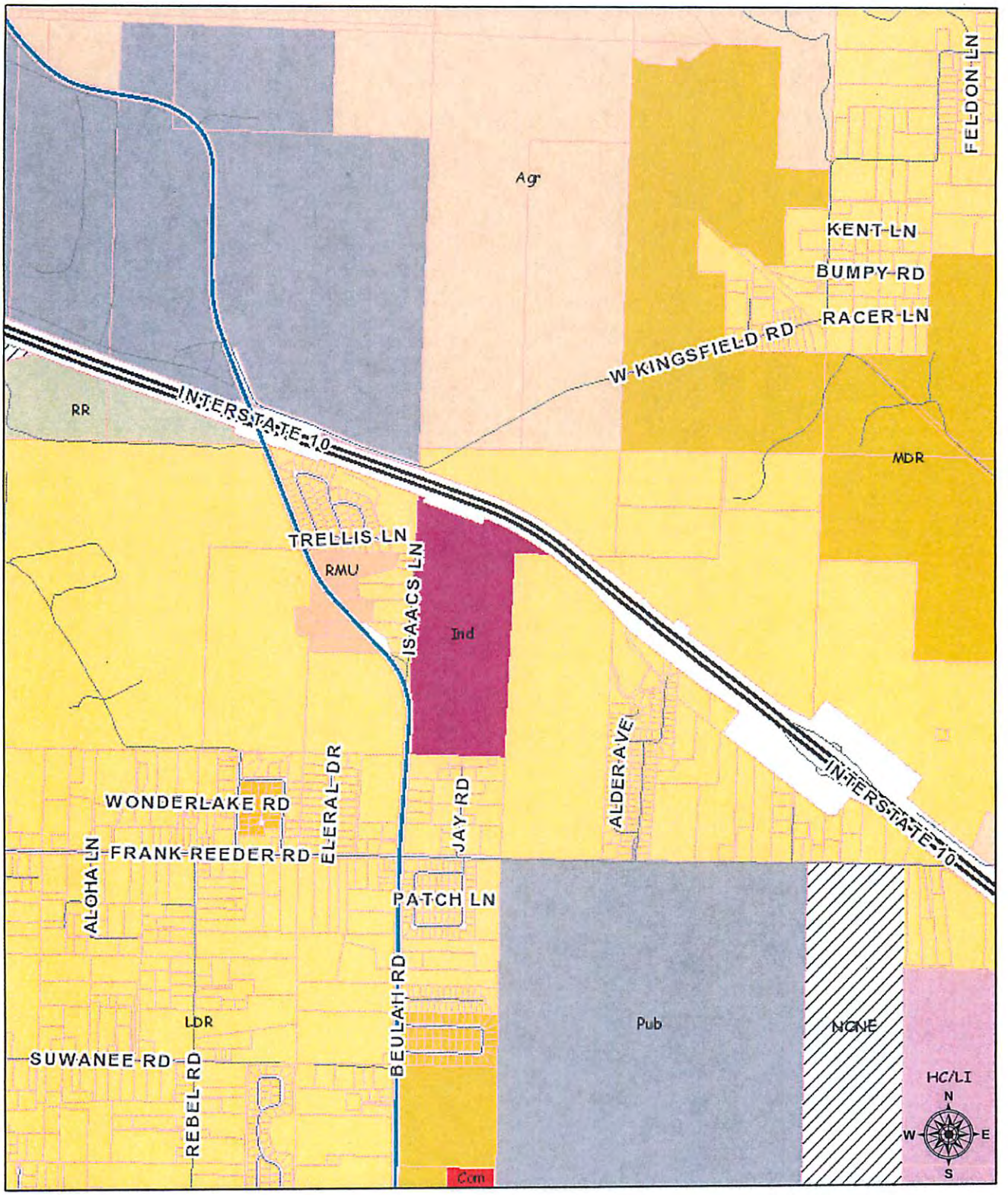
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2016

Current Zoning



October 26, 2016

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2016

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	341N312101000001
Account:	114454010
Owners:	BRIAR RIDGE LLC
Mail:	PO BOX 1392 PENSACOLA, FL 32591
Situs:	
Use Code:	TIMBERLAND, MISC. - PINES
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$7,591	$0	$7,591	$7,591
2015	$7,591	$0	$7,591	$7,591
2014	$7,591	$0	$7,591	$7,591

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/01/2008	6285	1699	$1,200,000	WD	View Instr
09/2006	5993	21	$825,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

N 1/2 OF NW 1/4 LYING S OF INTERSTATE 10 AND NW 1/4 OF SW 1/4 AND SW 1/4 OF NW 1/4 OR 6285 P 1699 LESS OR 492 P...

Extra Features

None

Parcel Information

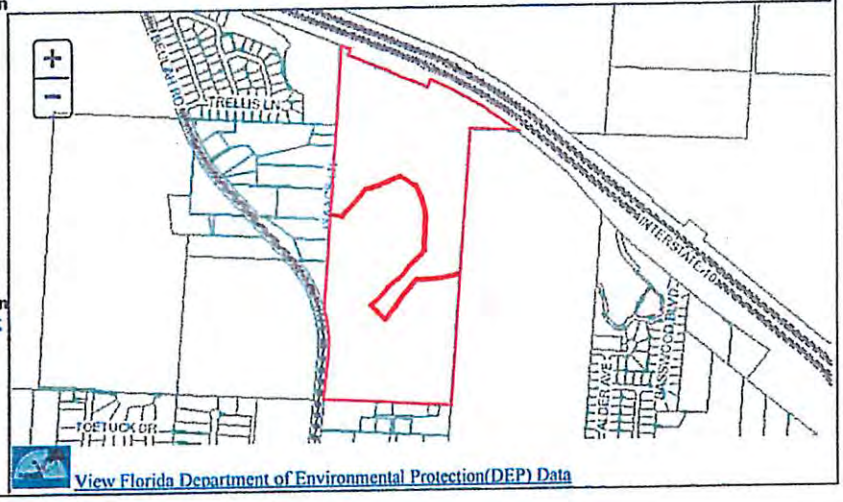
Launch Interactive Map

Section Map Id:
34-1N-31

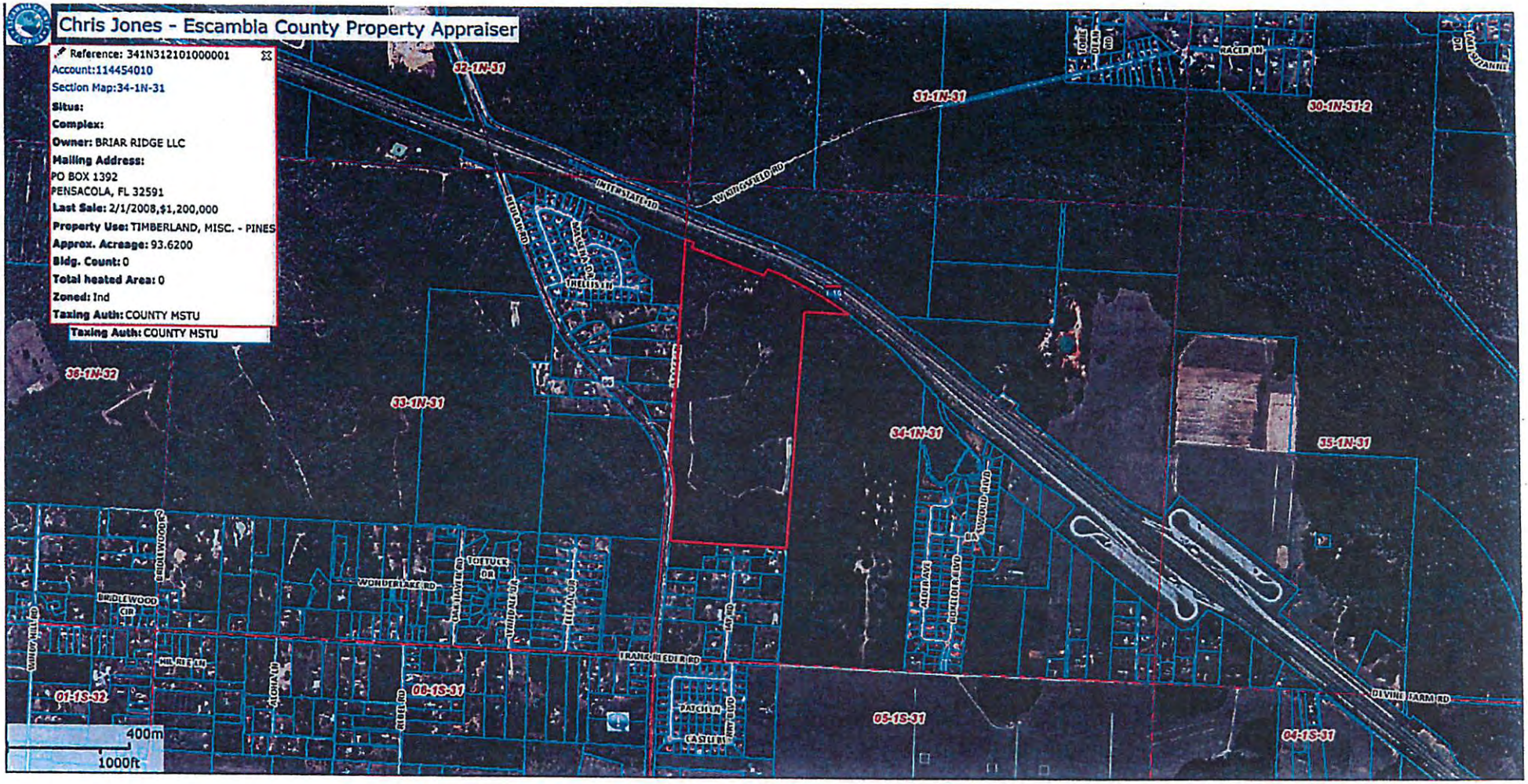
Approx. Acreage:
93.6200

Zoned:
Ind

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data



Kaheeley Ridge

Recorded in Public Records 02/11/2008 at 01:59 PM OR Book 6285 Page 1699, Instrument #2008010662, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $8400.00

Prepared by and return to:
Stephen B. Shell
Attorney at Law
Shell, Fleming, Davis & Menge, P.A.
P.O. Box 1831 226 Palafox Place, 9th Floor
Pensacola, FL 32591-1831
850-434-2411File Number: Z95.25569

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of February, 2008 between Heron's Forest Development Company, a Florida corporation whose post office address is 17 South Palafox Place, Suite 394, Pensacola, FL 32501, grantor, and Briar Ridge, L.L.C., a Florida limited liability company whose post office address is 520 E. Zaragoza Street, Pensacola, FL 32502, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

All of that portion of the following described property lying Southerly of Interstate 10 right-of-way; the N ½ of the NW ¼ of the SW ¼ and SW ¼ of the NW ¼, all being in Section 34, Township 1 North, Range 31 West, Escambia County, Florida. LESS AND EXCEPT Road right-of-way for State Road 99 as recorded in O.R. Book 492, Page 764, Public Records of Escambia County, Florida.

Parcel Identification Number: 34-1N-31-2101-000-001

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: ~~Stephen B. Shell~~ Brian Hoffer

Witness Name: Stanie M. Nickel

Heron's Forest Development Company

By: _____
Garrett W. Walton, President

(Corporate Seal)

DoubleTime®

BK: 6285 PG: 1700 Last Page

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8th day of February, 2008 by Garret W. Walton, the President of Heron's Forest Development Company, a Florida corporation, on behalf of the corporation, who ( ) personally known to me or (X) produced as identification.

BRIAN M. HOFFMAN NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires June 9, 2011 No. DD545130

Printed Name: ~~Stephen B. Shell~~ Brian Hoffman

My Commission Expires: _____

Dewberry | PREBLE-RISH

Dewberry Engineers Inc.
25 West Cedar Street, Suite 110
Pensacola, FL 32502

850.435.7424
www.dewberry.com

January 13, 2017

Data and Analysis

56 +/- Acre Beulah Road Proposed Residential Development

Pensacola, Florida

The subject site is accessible from Beulah Road and Isaac Lane from the west. The property is located along the southerly right-of-way of I-10 (see location maps), and is adjacent to the proposed Beulah Expressway corridor. The site is approximate one and one-quarter mile north of W. Nine Mile Road which is a multi-lane facility designated as a hurricane evacuation route and the W. Nine Mile Road and Beulah Road intersection contains decell/accell lanes and dedicated turn and acceleration lanes for east and west bound traffic exiting from W. Nine Mile Road (see location map). Beulah Road is a two lane minor collector roadway which is a part of the County's plan to designate Beulah Expressway as a proposed transportation corridor.

AREA GROWTH CORRIDOR: Much new development has occurred along Beulah Road over the past 6-8 years and this area in the western portion of the county continues to be the leader in new construction activities. The largest development on east end of Nine Mile Road continues to be the expanding Navy Federal Credit Union Campus. Navy Federal has relocated a facility to the site and will soon be the largest single employer in Escambia County, announcing in October of 2016 a plan to grow another 54 percent over the next five years. Ground breaking has occurred and much of the expansion is currently underway. This Nine Mile Road corridor of the county continues to be the strongest developing portion of the area which will further increase the housing demand. (See Attached)

UTILITY IMPACTS: A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested.

STORMWATER MANAGEMENT Topographical features show that the site is higher on the west end. As shown on the attached site/contour map, the southwesterly end was found to have an elevation of 130 feet, while the easterly edge of the site had an 86 feet elevation contour. With a 56' downhill gradient, the existing stormwater drainage pattern is from southwest to northeast. This is similar to the existing stormwater drainage system within Arbor Ridge Subdivision, located to west of the property, as evidenced by the location of the existing drainage pond located at the extreme northern end of the property.

The proposed stormwater design for the 56 acre site will include the use of pipe, curb and gutter and swales, among others. The collected stormwater will be directed into two large ponds running along the edge of the existing wetland. The northern and easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern. The proposed stormwater plan will then

be designed and submitted for review and approval by all appropriate county, state and federal regulatory offices.

TRAFFIC: Access to the site from the west will be from Beulah Road, and a second access point will likely be a connection from the site to Isaac Lane which is an existing county road that terminates at the southerly right-of-way of I-10. These connection points will be designed during the approval process to make necessary accommodations for the proposed Beulah Expressway corridor. As shown on the attached access map, the single family lots will have two ingress/egress points.

RECREATION AND OPEN SPACE: The site is located just 2.4 miles from the Beulah Regional Park as well as the Escambia County Equestrian Center. (See Attached). It is anticipated that existing facilities have sufficient capacity to meet the recreation and open space needs of this proposed new development.

SCHOOLS: A letter identifying potential development impacts on the area school facilities has been requested. Schools of potential impact include:

K - 3: PINE MEADOW ELEMENTARY

Grades 4 - 5: PINE MEADOW ELEMENTARY

RANSOM MIDDLE SCHOOL

TATE HIGH SCHOOL

Dewberry Engineers Inc.
25 West Cedar Street, Suite 110
Pensacola, FL 32502

850.435.7424
www.dewberry.com

January 13, 2017

Navy Federal adds space for thousands of workers



Carlos Gieseken , cgieseken@pnj.com *10:40 p.m. CST November 27, 2015*



(Photo: Special to the News Journal)

f 1795 CONNECT | TWEET | in 5 LINKEDIN | 5 COMMENT | EMAIL | MORE

Navy Federal Credit Union is bursting at the seams.

With 4,500 employees at its 9 Mile Road campus and an additional 700 at leased space in Milton and on Pace Boulevard, the Pensacola location of the world's largest credit union can't grow fast enough.

The first phase of an almost 1.5 million square foot expansion project is scheduled to open next summer, providing more than 400,000 square feet of space. The offices, parking facilities, energy plant and infrastructure will provide capacity for 2,000 employees at a price tag of $245 million.

But that will serve as the appetizer to the main dish, a 1.1 million square foot, $594 million second phase that will add capacity for 5,000 more employees. Construction will begin next month and there is an expected completion in late 2018 or early 2019.

Navy Federal is pushing toward the 10,000 mark of local employees by the year 2020.

Topics

ADA Information
Address Look-up
Administration
Agendas
BCC Meeting Archive
Boards/Committees
Budget
County Commission
County Ordinances
Department Directory
Elected Officials
Emergency Management: Be Ready Escambia
Employment
Forms
Governmental Links
L.O.S.T.
Legal
Public Information & Documents
Public Records
Surplus Property
Volunteer

Maps

Notify Me

Social Media

Most Popular

Watch ECTV

Escambia County Beulah Beltway/I-10 Interchange Project

+A -A



Escambia County has solicited the services of Atkins Global, Inc. to conduct the Corridor Feasibility Study (CFS) and subsequent PD&E Study for the Beulah Beltway. The Beltway purposes the widening of Beulah Road from Nine Mile Road north to I-10 with the construction of a new interchange at I-10, then a new roadway from I-10 North to US 29. While Escambia County and Atkins work through the CFS and PD&E Study phases to meet NEPA standards, the Florida Department of Transportation (FDOT) is conducting the required Interchange Justification Report (IJR) to meet NEPA standards. The IJR is a report that will essentially determine where the new interchange will be located along I-10. FDOT has solicited the services of Parsons Transportation Group to conduct the IJR. Parsons and Atkins are working collaboratively to ensure proper planning.

County staff is working with Atkins to begin the Environmental Assessment (EA) phase for the southern portion of the project while concurrently undergoing the Environment Impact Statement (EIS) for the northern portion. Once the EA & EIS are complete, the county will begin design, right of way acquisition and then construction of the project.

The Escambia County BCC is seeking to expedite the project all the while meeting all necessary NEPA requirements as this is a high priority project for many. If funding is allocated, the county anticipates construction to be complete in 2027 with the hopes of completing the southern segment and I-10 interchange by 2023-2025.

Project Manager: David Forte
District: District 1, District 5
Status: Pre-Design
Sponsoring Division: Public Works - Traffic

EMERALD COAST UTILITIES AUTHORITY

P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

November 4, 2016

Mr. Micah Jones, P.E.
Dewberry/Preble-Rish
25 W. Cedar Street, Suite 110
Pensacola, Florida 32502

Re: **Letter of Capacity Reservation**
Kaheeley Ridge Subdivision-11975 Beulah Road

Dear Mr. Jones:

In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed, approved, and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS
Director of Engineering

WEJ/bs

x:\tracking\concurrency-availability ltr from request for service form\2016\kaheeley ridge-11975 beulah road.docx

Vicki Campbell, District One
Lois Benson, District Two
Elvin McCorvey, District Three
Dale Perkins, District Four
Larry Walker, District Five

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Dewberry Engineers Inc.
25 West Cedar Street, Suite 110
Pensacola, FL 32502
850.435.7424
www.dewberry.com

January 13, 2017

RECREATION AND OPEN SPACE

The Beulah Community Park is located at 7820 Mobile Hwy, Pensacola, FL 32526 between the intersections of Eight Mile Creek Rd and Beulah Rd.





Compete with plenty of parking and covered picnic tables, this park also features:

- Children's Playground
- Climbing wall in children's playground
- Swings
- Covered Picnic area with pavilion
- Sand Volleyball Court
- Tennis Courts
- Basketball Court
- Paved Walking Path ~ 3 Laps = 1 Mile

- Dog Park with large fenced area (see dog park photo for rules)

The park is free and open daily during daylight hours as there are no safety lights to accommodate night use.



Sand Volleyball, Free Tennis Courts, and basketball courts!



Credit: Nicole St. Aubin, Broker Associate ~ Email me: Nicoles@PensacolaRealtyMasters.com

The Escambia County Equestrian Center, a 151-acre park, serves as a multi-use event facility. The center hosts numerous horse shows, supporting both English and Western style equine events, Rodeos, dog shows, runs, festivals, and other types of events.

About The Escambia County Equestrian Center

On March 18, 1999, the Board of County Commissioners adopted the Escambia County Parks & Recreation Comprehensive Master Plan, which included a multi-use facility to host horse and agricultural events. Groundbreaking for the new multi-million dollar facility was held February 5, 2001.

The Escambia County Equestrian Center hosted its first event in April of 2002. The first large event of note was the Tate High School FFA Rodeo, which brought approximately 10,000 spectators to the new facility in May of 2002. This event is still going strong and still held at the center. The center continues to attract local and out-of-area equine and dog enthusiasts in large numbers.

Other events held at the facility include equine clinics and symposiums, BeulahFest, Association of Realtors Roundup, Monster Truck Show, Motocross Events, Santa Hay Ride, Flea Market, and Classic Car Unit Shriner's Rodeo. These events bring approximately 200,000 spectators and participants each year to the Equestrian Center. In the future there are plans to add additional programs such as weddings, summer camps, dog training, and riding lessons, bringing in an even more diverse group of participants.

The American Kennel Club voted the Escambia County Equestrian Center as The Best Facility in the Southeast. Florida Parks and Recreation Association showcased the facility in the FRPA Journal in 2004. The National Association of County Parks and Recreation Officials selected the Escambia County Equestrian Center as a 2004 Parks & Recreation Class III Facility Award winner. As the facility grows and improves, we will continue to win accolades and awards and to draw even larger events and crowds.

our location

The Escambia County Equestrian Center, in Pensacola, FL, is ideally situated for equine-related events. We are a very short drive off Interstate 10, making us an easy reach for competitors throughout the southeast.

Drive times from southeast locations:

- New Orleans, LA - 200 miles/3 hours
- Birmingham, AL - 250 miles/4 hours
- Atlanta, GA - 325 miles/5 hours
- Jacksonville, FL - 350 miles/5 hours
- Ocala, FL - 375 miles/5.5 hours
- Nashville, TN - 450 miles/7 hours
- Houston, TX - 525 miles/8 hours



our amenities

The Escambia County Equestrian Center has an array of amenities designed to accommodate both local events and larger competitions.

Arena Amenities:

-375' x 225' Clear Span multi-purpose covered arena that seats 4,500
-Air-conditioned announcer's building/show office with voice/data communication and public address system
-Raised announcer's booth over livestock pens
-Professional quality livestock pens and rodeo chutes
-Four outdoor show rings (2 - 200' x 300' & 2 - 150' x 250'; 5th ring scheduled for completion in September 2012), with announcer/judges booths at each and two with outdoor lighting.
-Radio-based announcement system, capable of tying all arenas together
-Concession stand and public eating area

Barns and Stabling

-294 12' x 12' Permanent stalls in covered barns and 600 additional temporary stall capability
-4 Wash racks and manure dump bins for each barn

RV and Trailers

-65 RV sites with water and electricity; some include sewer
-Dump station with wash down
-50/30/110 individual electrical service



Additional Amenities:

-Restrooms and shower facilities convenient to covered arena and rings
-Warm-up area adjacent to arena
-Vendor areas adjacent to the indoor and outdoor arenas
-Rodeo loading/unloading area
-Ample vehicle parking
-Ticket sales pavillion
-Indoor space that can be used as a show office,judges lounge, or trophy room
-Maintenance crew on grounds during all events

Dewberry

Dewberry | PREBLE-RISH
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Pensacola, FL 32502
850.435.7424
www.dewberry.com

January 13, 2017

Consistency with Relevant Portions of the Escambia Comprehensive Plan

56 +/- Acre Beulah Road Proposed Residential Development

Pensacola, Florida

OBJ FLU 1.1 Growth Strategies

Apply accepted planning principles and utilize innovative and flexible planning strategies to achieve orderly and balanced growth and development.

POLICIES

FLU 1.1.1 **Development Consistency.** New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM.

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

OBJ FLU 1.3 Future Land Use Map Designations

Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.

POLICIES

FLU 1.3.1 **Future Land Use Categories.** General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in below.

> **FLUM Mixed-Use Suburban (MU-S)** General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of Allowable Uses: Residential, retail services, professional office, recreational facilities, public and civic. Standards: Residential Minimum Density: 2 du/acre Maximum Density: 25 du/acre Non-Residential Minimum Intensity: None
>
> Maximum Intensity: 1.0 Floor Area Ratio (FAR) Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit

corridors by 2030: a) Residential 8% to 25% b) Public/Rec/Inst. 5% to 20% c) Non-Residential: Retail Service-30% to 50% Office-25% to 50% In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: a) Residential 70% to 85% b) Public/Rec/Inst. 10% to 25% c) Non-Residential 5% to 10%

RESPONSE: If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

OBJ FLU 2.1 Urban Development

Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.

POLICIES

FLU 2.1.1 **Infrastructure Capacities.** Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

RESPONSE: This application is requesting approval to construct a single family residential use on the site south of the existing wetlands. The site location is west and is within the water/sewer/garbage service area of the Emerald Coast Utility Authority (ECUA). The attached ECUA letter concludes that it has all needed infrastructure elements in place with sufficient capacity available. (See service provider's letter in application)

OBJ FLU 2.2 Provision of Public Services

Promote orderly and balanced growth and development as a fiscal management technique to provide cost-efficient public services and facilities.

POLICIES

FLU 2.2.3 **Right-of-way Dedication.** Escambia County will continue to require dedication of adequate rights-of-way as approved by the County.

RESPONSE: The development of this site would result in roadways that meet the Escambia County Engineering Manuals Specifications for Roadways of which the rights-of-ways would be dedicated to Escambia County.

OBJ MOB 1.1 Transportation System

Continue to provide a safe, convenient, efficient and cost-effective multimodal transportation system and roadway network for present and future residents.

POLICIES

MOB 1.1.1 **Level of Service (LOS) Standards.** Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for Strategic Intermodal System (SIS) facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

RESPONSE: This proposed development will submit detailed site plans identifying required improvements all of which will be paid by the developer.

MOB 1.1.2 On-site Facilities. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

RESPONSE: Preliminary internal circulation design shows the site will be accessible from the west, at two locations. These plans will be submitted to the County for review and approval. The plans will contain overall traffic circulation patterns and will comply with this element of the Comprehensive Plan.

OBJ MOB 1.4 Corridor Preservation

Provide for the protection of existing and future rights-of-way from encroachment by including appropriate regulations for standard right-of- way, setback regulations, density and intensity regulation, right-of-way, and scenic roadway designation within the provisions of the LDC.

POLICIES

MOB 1.4.1 Proposed Transportation Corridors. Escambia County will make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted TPO's Cost Feasible Plan, the proposed or adopted County Capital Improvement Plan, or in any proposed or adopted Development of Regional Impact (DRI) or development plan. Transportation corridor protection regulations will be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

RESPONSE: This proposed development is adjacent to the proposed Beulah Expressway. Detailed site plans identifying necessary additional right-of-way to accommodate the Beulah Expressway corridor will be developed during the review process.

OBJ INF 3.1 Provision of Stormwater Management

Ensure the safe and efficient provision of stormwater management through maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, and protection of natural resources.

POLICIES

INF 3.1.6 **Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

RESPONSE: Required stormwater management plan and facilities will be designed and installed at the developer's expense.

OBJ INF 4.1 Provision of Potable Water Service Ensure the safe and efficient provision of potable water services through coordination with service providers, maximized use of existing facilities, maintenance of appropriate levels of service, correction of existing deficiencies, water conservation, and protection of natural resources. POLICIES

INF 4.1.6 **Developer Responsibility**. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

RESPONSE: The developer will pay for all agreed costs associated with any required modifications to the water lines.

OBJ COA 1.1 General Hazard Mitigation

Reduce the exposure of people and property to natural hazards.

POLICIES

COA 1.1.3 **Flood Elevation.** Escambia County will, as supported by federal emergency management regulations (Title 44, Code of Federal Regulations (CFR) 60.1) and the County's experience of significant flood hazard events, require additional height above the base flood elevation to more effectively reduce the exposure of people and property to losses from flood hazards.

RESPONSE: The developer will pay for all agreed costs associated with any required modifications to the water lines

OBJ CON 1.1 General Resource Management

Effectively manage the natural resources of Escambia County through sound conservation principles.

POLICIES

CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

RESPONSE: Existing inventory maps indicate that an area in the middle and eastern edge of the site may likely contain jurisdictional wetlands. As shown on the preliminary site layout, this area is being completely avoided and will remain in its natural state.

OBJ CON 1.3 Surface Water Resources

Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

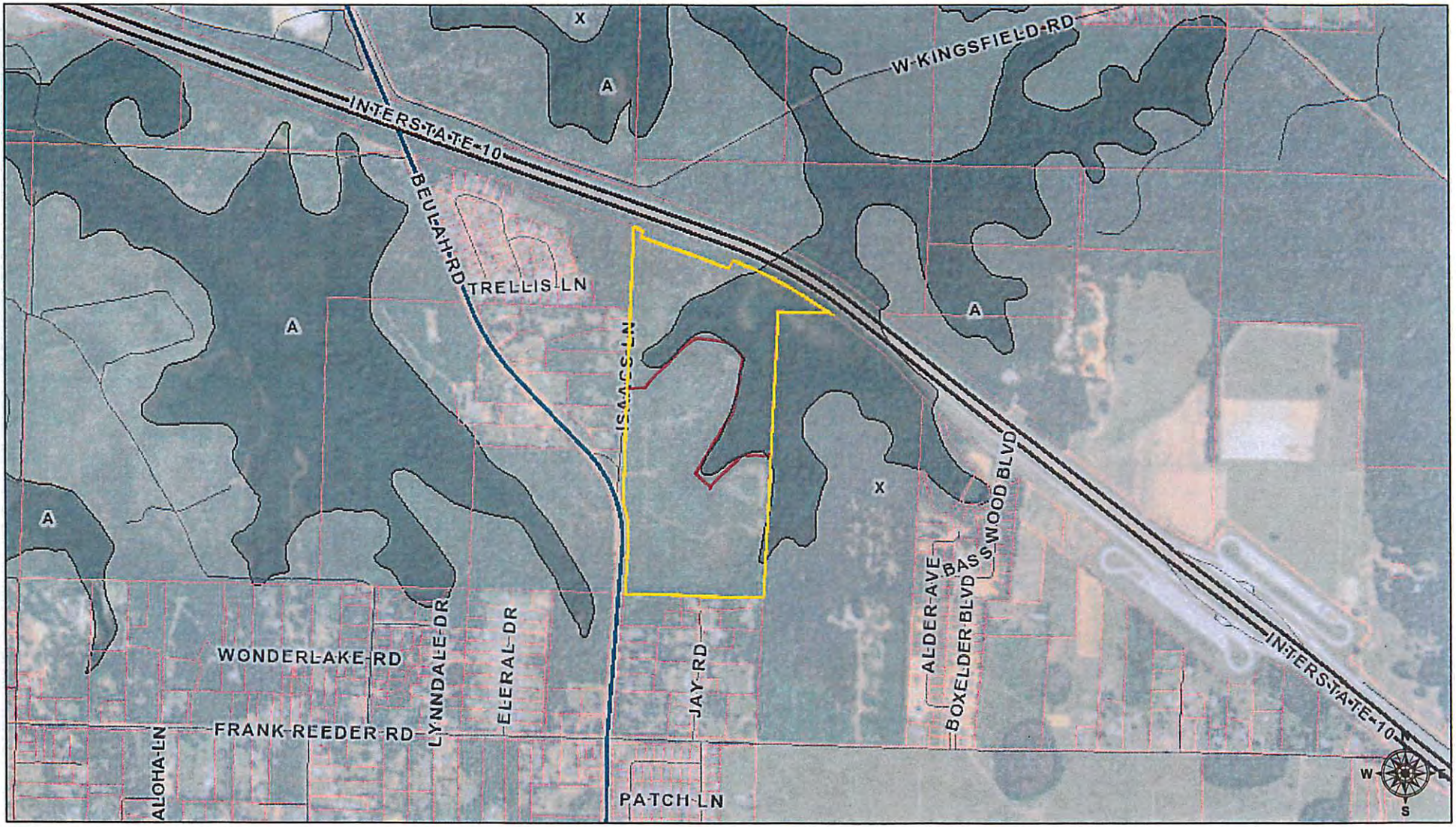
POLICIES

CON 1.3.1 **Stormwater Management.** Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater

RESPONSE: Plans depicting stormwater management and treatment will be submitted to Escambia County for review and approval to assure compliance with this requirement.

OTHER: The site is not located within any designated Area of Critical State Concern.

FLOOD ZONE



January 13, 2017

1:16,523

0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

polygonLayer Override 1

polygonLayer Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

2016

NWI WETLANDS



January 13, 2017

1:16,523

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0 0.225 0.45 0.9 km

polygonLayer Override 1 · polygonLayer Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

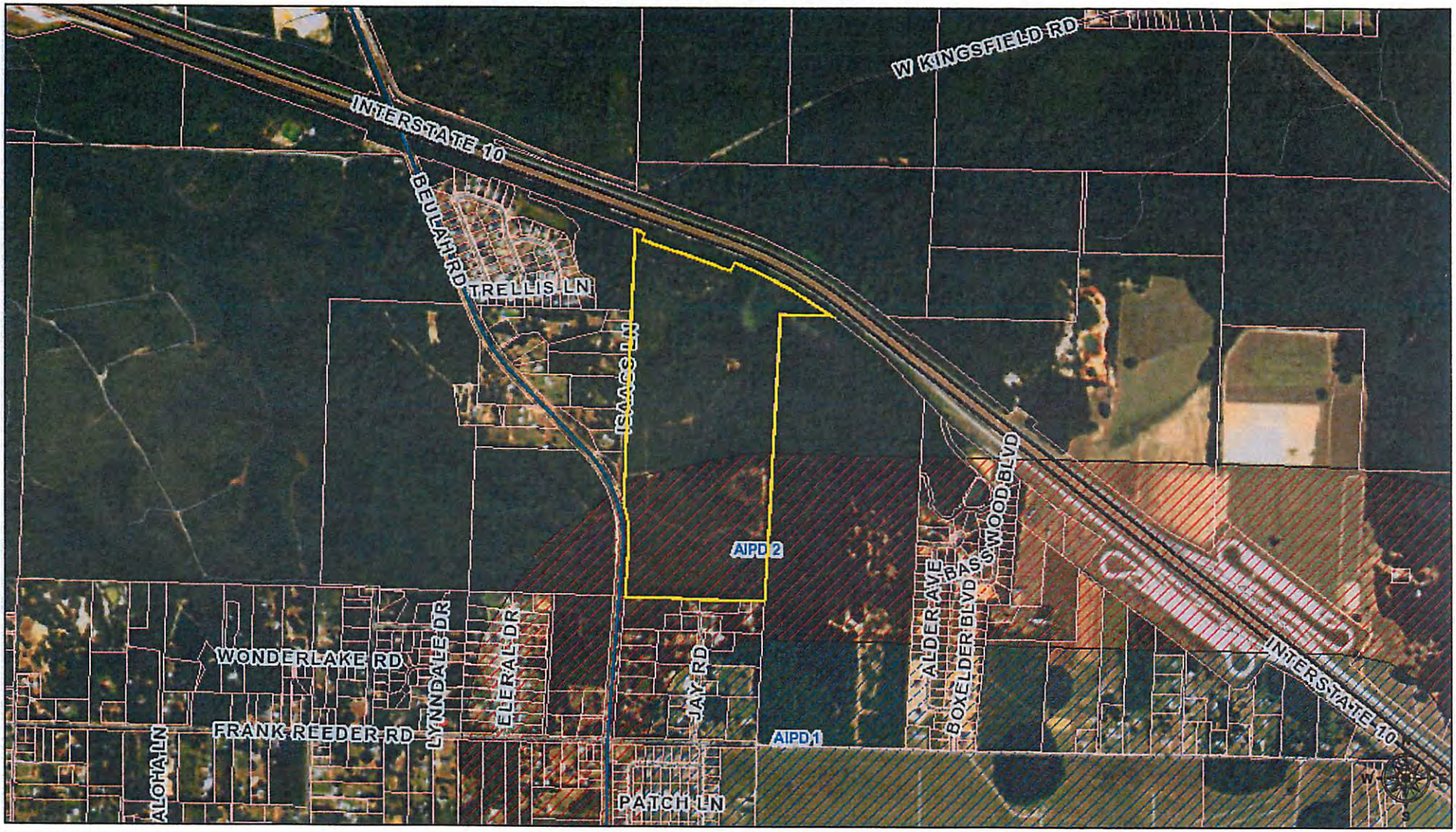
Wetlands

County Outline

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

2016

Airfield Influence Planning District



January 13, 2017

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0 0.225 0.45 0.9 km

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Streets
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
Parcels

Airfield Influence Planning District
AIPD 1
AIPD 2
County Outline

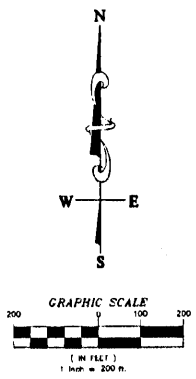
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

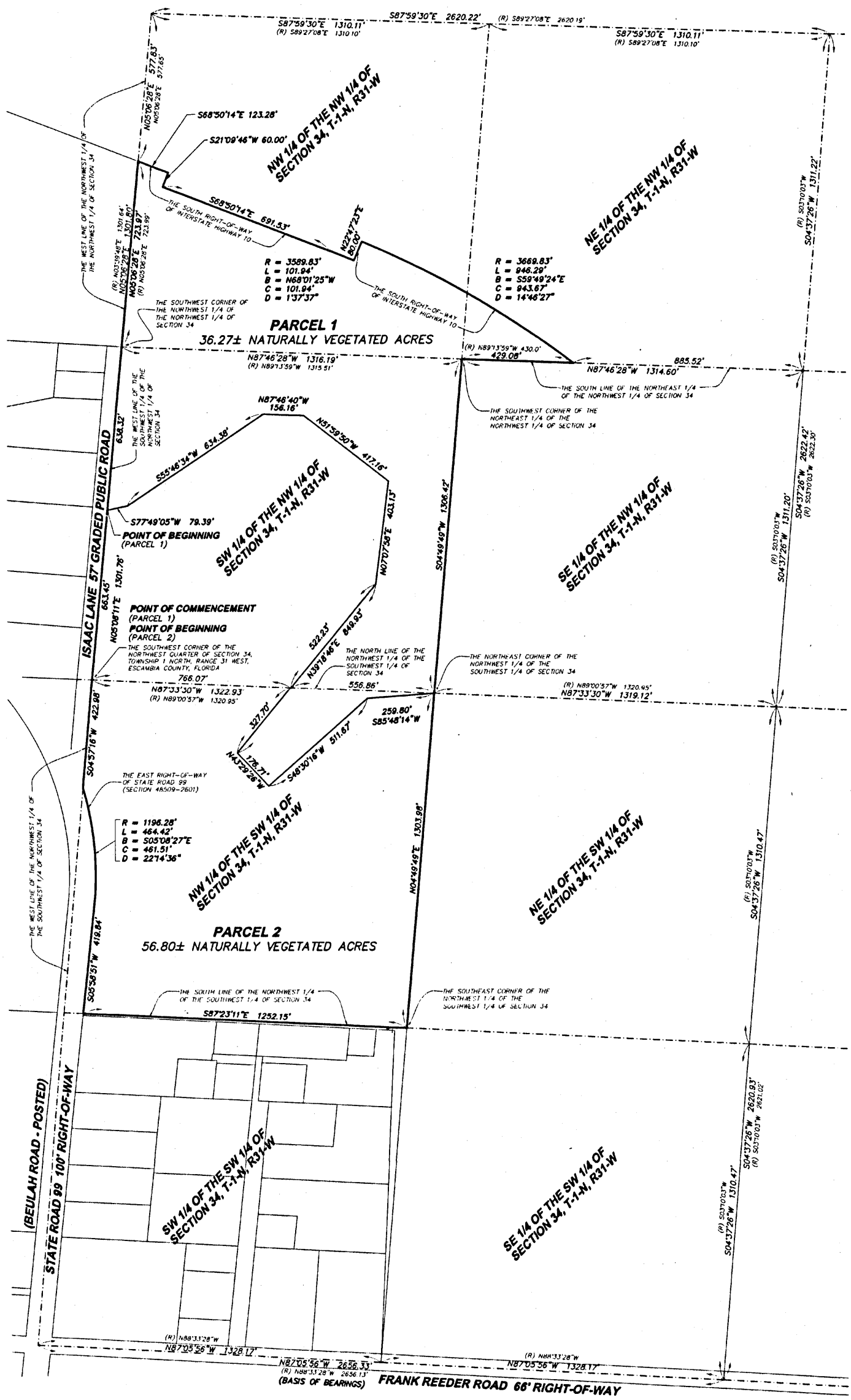
2016

Drawing name: I:\FLORIDA JOBS\ESCAMBIA\50086517-KAKELLEY RIDGE\SURVEY\50086517GROUND.dwg SKETCH&DESCRIPTION Jan 12, 2017 10:53am by jlrago

THIS IS NOT A SURVEY!

PROPERTY IS LOCATED IN THE WEST 1/2 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.





SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
2. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
3. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
4. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
5. BASIS OF BEARINGS FOR THIS SKETCH IS THE SOUTH LINE OF SECTION 34, T-1-N, R-31-W AS BEING N87°05'56"W ~ S87°05'56"E. BEARINGS ARE STATE PLANE GRID COORDINATES FLORIDA NORTH (NAD1983).
6. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID TO GROUND COMBINED SCALE FACTOR IS 1.00003391024345
7. ALL GPS OBSERVATIONS WERE TAKEN USING REAL TIME KINEMATIC GPS.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WE, DEWBERRY | PREBLE-RISH, LLC, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF DAPHNE, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

PARCEL 1:

COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND RUN THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 663.45 FEET TO A 4"x4" CONCRETE MONUMENT (LB #9011) FOR THE POINT OF BEGINNING; CONTINUE THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 638.32 FEET TO A 4"x4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 05° 08' 28" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 723.97 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH 68° 30' 14" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 123.28 FEET; THENCE RUN SOUTH 21° 09' 46" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 691.53 FEET; THENCE RUN ALONG A CURVE TO THE HIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3589.83 FEET, AN ARC DISTANCE OF 101.94 FEET (CHORD BEARS SOUTH 68° 01' 25" EAST, 101.94 FEET); THENCE RUN NORTH 22° 47' 23" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3669.83 FEET, AN ARC DISTANCE OF 946.29 FEET (CHORD BEARS SOUTH 59° 49' 24" EAST, 943.67 FEET) TO 1/2" CAPPED REBAR (LB #7174) ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 87° 46' 28" WEST, A DISTANCE OF 429.08 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 04° 49' 49" WEST, A DISTANCE OF 1306.42 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 36.27 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

BEGINNING AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THENCE RUN SOUTH 04° 57' 16" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 422.98 FEET TO A 1/2" CAPPED REBAR (LB #7312) ON THE EAST RIGHT-OF-WAY OF STATE ROAD 99, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 48509-2601; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID STATE ROAD 99, HAVING A RADIUS OF 1196.28 FEET, AN ARC DISTANCE OF 464.42 FEET (CHORD BEARS SOUTH 05° 08' 27" EAST, 461.51 FEET) TO A 1/2" CAPPED REBAR (LB #8011); THENCE RUN SOUTH 05° 58' 51" WEST, ALONG SAID STATE ROAD 99, A DISTANCE OF 419.84 FEET TO A 1/2" RLBAR ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 87° 23' 11" EAST, A DISTANCE OF 1252.15 FEET TO 1/2" CAPPED REBAR (LB #7312) AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 04° 49' 49" EAST, A DISTANCE OF 1303.98 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 05° 08' 11" WEST, A DISTANCE OF 663.45 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 56.80 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM DEWBERRY | PREBLE-RISH.

1/12/17
DEWBERRY | PREBLE-RISH — DATE SIGNED
GEORGE D. GIBSON III, P.S.M. - LS 5430

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

THIS IS NOT A SURVEY!

1 OF 1

SCALE 1"=200'
PROJECT NO. 50086517
FB/PG 304/77
FIELD DATE 11/22/2016
DRAWING DATE 1/12/2017
BY MP
APPROVED GMB

LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION
-FOR-
SMART LIVING, LLC

Dewberry
9049 BELLATON AVENUE
DAPHNE, ALABAMA 36526
PHONE: 251.990.9650
WWW.DEWBERRY.COM

REVISIONS

FB/PG	DATE	DRAWN	REVISION	CKD

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2016-03 – Beulah Road and Isaac Lane
Location:	11975 Beulah Road
Parcel #s:	34-1N-31-2101-000-001
Acreage:	56.80 ± acres
Request:	From Industrial (I) to Mixed-Use Suburban (MU-S)
Agent:	Joe A. Rector, Jr., Dewberry/Preble-Rish and Jesse Rigby, Agent for Bolley L. Johnson, Briar Ridge LLC.
Meeting Dates:	Planning Board, February 7, 2017 BCC, March 2, 2017

Site Description and Summary of Proposed Amendment:

The agent requests a Future Land Use (FLU) map amendment to change the FLU category of a 56.80 ± acres parcel from Industrial (I) FLU to Mixed-Use Suburban (MU-S) FLU. The zoning designation for the referenced parcel is Industrial (Ind) District. The applicant is aware that the current zoning and proposed FLU are not compatible. The applicant has submitted a rezoning request for the February 2017 Rezoning Planning Board for FLU and Zoning compatibility. The applicant understands that a rezoning approval will be necessary to make the FLU compatible.

The subject parcel can be accessed along Isaac Lane and Beulah Road. It is located north of SR 10 (US 90A)/West Nine Mile Road and south of Interstate 10. The property is surrounded by heavy vegetation to the north and to the east. Residential homes are located adjacent to the south and across Isaac lane to the west.

The applicant has indicated that the proposed activity will be for an approximate 110 lot subdivision. This is based on the anticipated demand from of the expansion of Navy Federal Credit Union Campus, as they move their headquarters to Escambia County.

The subject parcel had a FLU change from MU-S to I case number LSA-2014-02 (14-3ESR) in 2014. Also the parcel was rezoned from Villages Agricultural District (VAG-2), to General Industrial District (ID-2), case number Z-2014-12 on September 4, 2014.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.7 states that the LOS requirements shall be based upon an equivalent residential connection calculated by the provider. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process. The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. Connection to ECUA's system in compliance with its requirements is the responsibility of the developer.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. The Perdido Landfill current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 68 years. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: Emerald Coast Utilities Authority (ECUA) standard for residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Once the project is submitted and in coordination with ECUA, all of the LOS standards will be evaluated, during the Site Plan Review process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The applicant has documented and understands the requirements for stormwater management. The applicant acknowledges that separate requirements and permitting thru other state agencies such as the Northwest Florida Water Management District may be required. If approved, based on the proposed operations, further analysis and evaluation will be conducted during the Site Plan Review process.

The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County stormwater engineer will evaluate the proposed project to ensure all of the stormwater management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the Site Plan Review process.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff:

TTO Staff has reviewed the Large Scale Amendment (LSA)-2016-03 and Rezoning Case (Z)-2016-11, Beulah Road at I-10, agenda item for the upcoming Planning Board meeting scheduled for February 7, 2017. Please see the below comments.

Upon review of LSA-2016-03 and Z-2016-11, TTO Staff provides the following information regarding an existing programmed regional and local transportation project commonly known as the Escambia County Beulah Beltway / I-10 Interchange Project (Project). This project is expected to impact the subject site, as well as potentially other properties within the vicinity once the project moves into the future Right-Of-Way and Construction Phases. The Project limits as identified in the Florida-Alabama Transportation Planning Organization Long Range Transportation Plan begins at the Nine Mile Road at the southern most termini, extends north along Beulah Road to Interstate 10, then further north to US29 (in the Quintette Road vicinity).

The Project was initiated in 2007 following the inception of the Escambia County Midwest Optional Sector Plan (Sector Plan) that justified the need for a new "limited access roadway with Interstate Interchange." County Staff, through Planning Board and Board of County Commission approval, then instituted a Corridor Preservation Ordinance found in the Escambia County Comprehensive Plan and Land Development Code (LDC Ordinance 2007-81) in efforts to minimize the local financial lift once the Project moved into the Right-Of-Way Acquisition and subsequent Construction Phase. Due to the infancy of the Sector Plan and without any substantial data or results of the necessary Corridor Selection Study, the Ordinance created a 300' Preservation Overlay for the future roadway. However, the County is currently finalizing the Corridor Selection Study, and recently received the proposed typical cross sections / right-of-way widths needed for the future roadway; the consultants are recommending two different cross sections. The width proposed for the North Segment (I-10 north to US29) is 225', and the width proposed for the South Segment (Nine Mile Road to I-10) is 104.5'. It is the South Segment specifically abuts the subject site. Attached is the document detailing the cross sections.

In conclusion, TTO Staff recognizes that, though LDC Ordinance 2007-81 details a 300' Preservation Overlay, in receipt of the proposed cross sections that the need to preserve 300' for the South Segment seems unjustified at this point. TTO Staff recommends that the Planning Board and Board of County Commissioners consider directing Staff to amend the Ordinance upon completion of the Corridor Selection Study

(expected for completion Summer 2017). TTO Staff does not oppose the map amendment or rezoning, only if the Boards would consider reducing the 300' preservation width to a width of 104.5' for the South Segment.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: Representatives from the Escambia County School District will review and comment on all proposals that could have an impact in the projected school capacities and LOS.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County.*

Analysis: The current I FLU is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of allowable uses include light to intensive industrial, ancillary retail and office. No new residential development is allowed.

The proposed MU-S FLU is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses includes residential, retail services, professional office, and recreational facilities, public and civic. The residential density has a maximum of 25 dwelling per acre and maximum intensity 1.0 floor area ration.

Approval of the amendment would allow residential uses and a range of activities such

as retail services and office.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: Further evaluation by the Environmental Division and ECUA will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The applicant stated it will assist in any way possible, however did not provide any site requested information from the State of Florida Division of Historical Resources (DHR), or the University of West Florida to identify any historic or archaeological resources.

Staff was not provided with any historical information from the applicant.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP CON 1.5.4 Extraction and Reclamation Review. *Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The applicant has provided staff with wetlands information from County GIS. Staff's review of the County's GIS layer shows a large amount of wetlands on the northern and eastern side of the parcel. The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. Escambia County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff will need a more in-depth evaluation of the land to conclude that the proposed development could satisfy all of the requirements listed within the suitability analysis.

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar uses within the area. The development promotes the principle of good development by taking advantage of an existing roads and interstate highway as a close proximity for development. As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

The proposed amendment is part of a strategy directing this type of development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North. The proposed Industrial use expansion will direct economic growth and the associated land development to an area that will complement the existing growth patterns of development in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

The proposed amendment will ensure that the proposed development is conducted in an efficient manner. Specifically, the proximity of the subject property to other existing

development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed subdivision development of the parcel. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the Site Development Review process.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: January 19, 2017

RE: Transportation & Traffic Operations (TTO) Comments – LSA-2016-03 & Z-2016-11

TTO Staff has reviewed the Large Scale Amendment (LSA)-2016-03 and Rezoning Case (Z)-2016-11, Beulah Road at I-10, agenda item for the upcoming Planning Board meeting scheduled for February 7, 2017. Please see the below comments.

Upon review of LSA-2016-03 and Z-2016-11, TTO Staff provides the following information regarding an existing programmed regional and local transportation project commonly known as the Escambia County Beulah Beltway / I-10 Interchange Project (Project). This project is expected to impact the subject site, as well as potentially other properties within the vicinity once the project moves into the future Right-Of-Way and Construction Phases. The Project limits as identified in the Florida-Alabama Transportation Planning Organization Long Range Transportation Plan begins at the Nine Mile Road at the southern most termini, extends north along Beulah Road to Interstate 10, then further north to US29 (in the Quintette Road vicinity).

The Project was initiated in 2007 following the inception of the Escambia County Midwest Optional Sector Plan (Sector Plan) that justified the need for a new “limited access roadway with Interstate Interchange.” County Staff, through Planning Board and Board of County Commission approval, then instituted a Corridor Preservation Ordinance found in the Escambia County Comprehensive Plan and Land Development Code (LDC Ordinance 2007-81) in efforts to minimize the local financial lift once the Project moved into the Right-Of-Way Acquisition and subsequent Construction Phase. Due to the infancy of the Sector Plan and without any substantial data or results of the necessary Corridor Selection Study, the Ordinance created a 300’ Preservation Overlay for the future roadway. However, the County is currently finalizing the Corridor Selection Study, and recently received the proposed typical cross sections / right-of-way widths needed for the future roadway; the consultants are recommending two different cross sections. The width proposed for the North Segment (I-10 north to US29) is 225’, and the width proposed for the South Segment (Nine Mile Road to I-10) is 104.5’. It is the

South Segment specifically abuts the subject site. Attached is the document detailing the cross sections…

In conclusion, TTO Staff recognizes that, though LDC Ordinance 2007-81 details a 300' Preservation Overlay, in receipt of the proposed cross sections that the need to preserve 300' for the South Segment seems unjustified at this point. TTO Staff recommends that the Planning Board and Board of County Commissioners consider directing Staff to amend the Ordinance upon completion of the Corridor Selection Study (expected for completion Summer 2017). TTO Staff does not oppose the map amendment or rezoning, only if the Boards would consider reducing the 300' preservation width to a width of 104.5' for the South Segment.

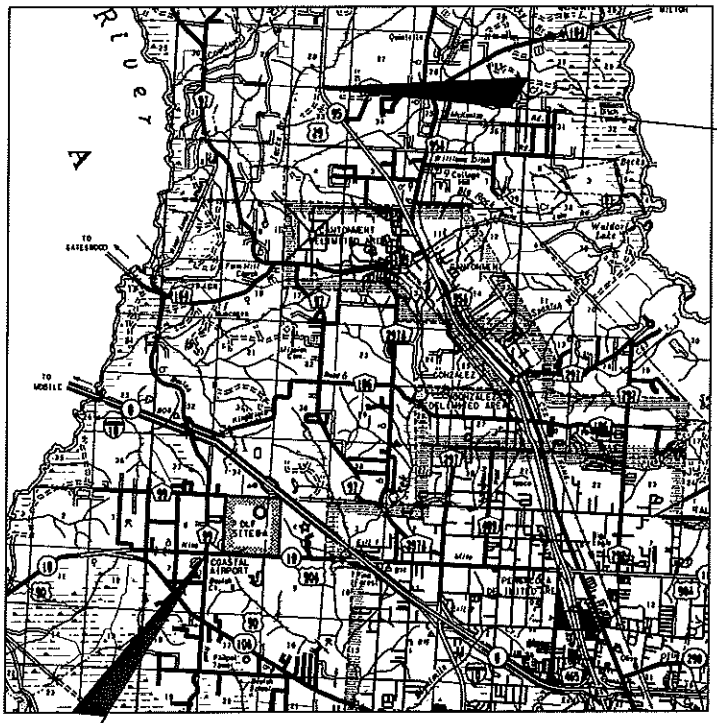
Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION PACKAGE

PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29



N
NTS

END PROJECT
US 29

BEGIN PROJECT
US 90 & BEULAH RD.

ATKINS
2114 Airport Blvd.
Suite 1450
Pensacola,Florida
32504-6968

DESIGNED BY : _____
GREGORY S. ALLEN, P.E. 51858

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ COUNTY (SECTION) ESCAMBIA

PROJECT DESCRIPTION NEW ALIGNMENT FROM SR 10 (INTERSTATE 10) TO US 29

PROJECT CONTROLS

FUNCTIONAL CLASSIFICATION

(X) RURAL
( ) URBAN

(X) FREEWAY/EXPWY. ( ) MAJOR COLL.
( ) PRINCIPAL ART. ( ) MINOR COLL.
( ) MINOR ART. ( ) LOCAL

HIGHWAY SYSTEM

Yes	No	
(X)	( )	NATIONAL HIGHWAY SYSTEM
( )	(X)	FLORIDA INTRASTATE HIGHWAY SYSTEM
( )	(X)	STRATEGIC INTERMODAL SYSTEM
( )	( )	STATE HIGHWAY SYSTEM
( )	(X)	OFF STATE HIGHWAY SYSTEM

ACCESS CLASSIFICATION

(X) 1 - FREEWAY
( ) 2 - RESTRICTIVE w/Service Roads
( ) 3 - RESTRICTIVE w/660 ft. Connection Spacing
( ) 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing
( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing
( ) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing
( ) 7 - BOTH MEDIAN TYPES

TRAFFIC

	YEAR	AADT
CURRENT	2016	
OPENING	2030	
DESIGN	2040	

DESIGN SPEED 70
POSTED SPEED 55

DISTRIBUTION
K 30 %
D 30 %
T_{24} %

DESIGN SPEED APPROVALS

_____ _____
DISTRICT DESIGN ENGINEER DATE

_____ _____
DISTRICT TRAFFIC OPERATIONS ENGINEER DATE

CRITERIA

(X) NEW CONSTRUCTION / RECONSTRUCTION
( ) RRR INTERSTATE / FREEWAY
( ) RRR NON-INTERSTATE / FREEWAY
( ) TDLC / NEW CONSTRUCTION / RECONSTRUCTION
( ) TDLC / RRR
( ) MANUAL OF UNIFORM MINIMUM STANDARDS (FLORIDA GREENBOOK) (OFF-STATE HIGHWAY SYSTEM ONLY)

LIST ANY POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION ELEMENTS:
REDUCE THE BORDER WIDTH

LIST MAJOR STRUCTURES LOCATION/DESCRIPTION - REQUIRING INDEPENDENT STRUCTURE DESIGN:
NEW BRIDGES WILL BE CONSTRUCTED TO CROSS WATERWAYS, STREAMS, AND WETLANDS.

LIST MAJOR UTILITIES WITHIN PROJECT CORRIDOR:
TELEPHONE, FIBER OPTIC, GAS, OVERHEAD ELECTRIC, POWER, SEWER, & CABLE TV

LIST OTHER INFORMATION PERTINENT TO DESIGN OF PROJECT:

$USER$ $DATE$ $TIME$ $FILE$

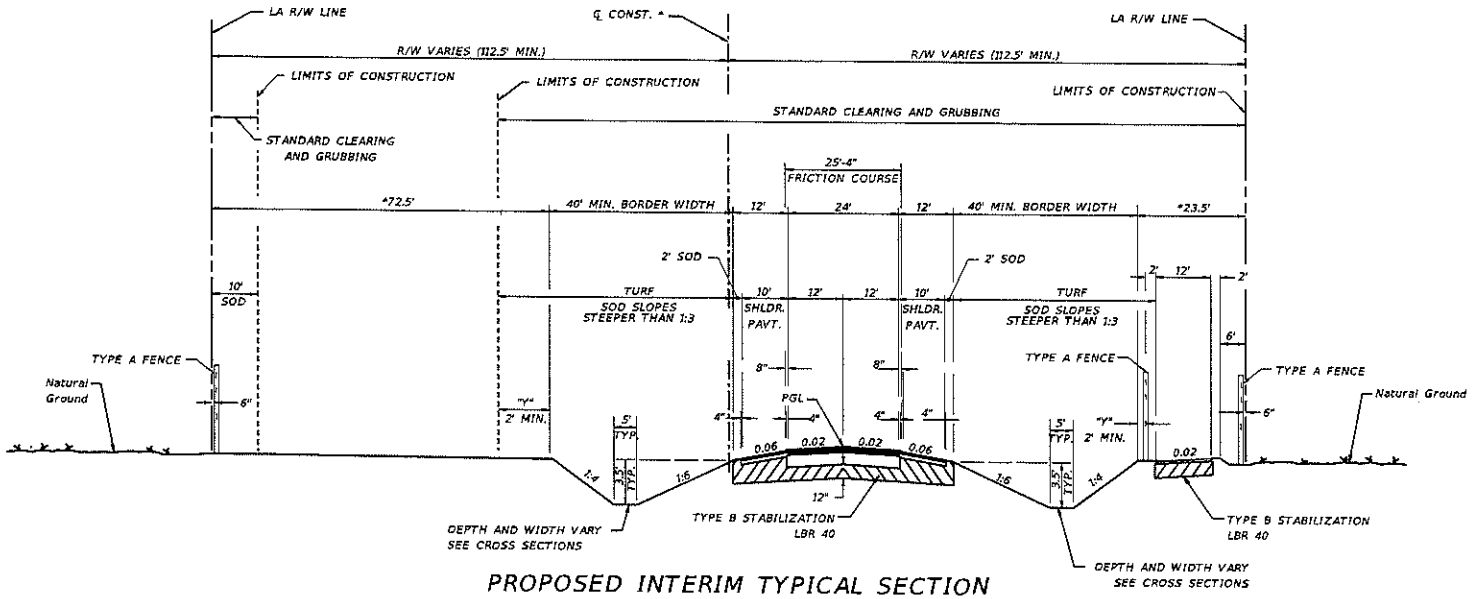
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED INTERIM TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ _____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer Date	_____ _____ JORGE RIVERA FHWA Transportation Engineer Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Large Scale Map Amendment LSA-2016-03 Attachment

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

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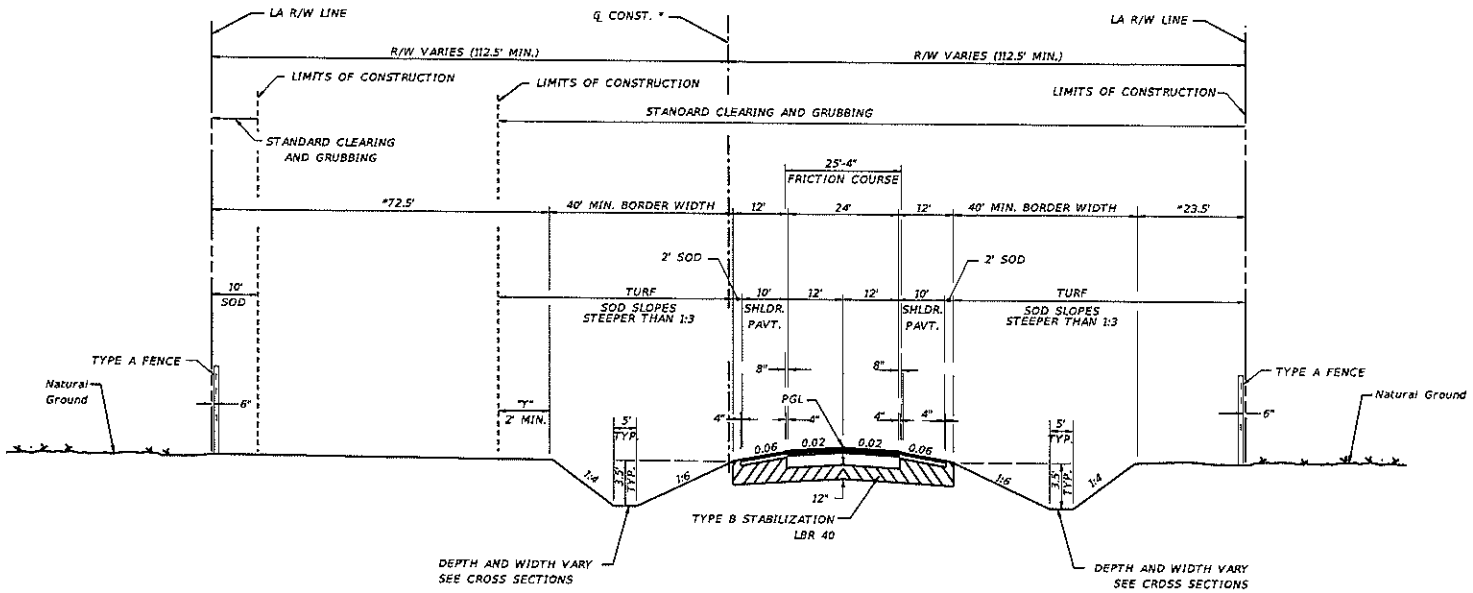


PROPOSED INTERIM TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer _____ Date	_____ JORGE RIVERA FHWA Transportation Engineer _____ Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Large Scale Map Amendment LSA-2016-03 Attachment

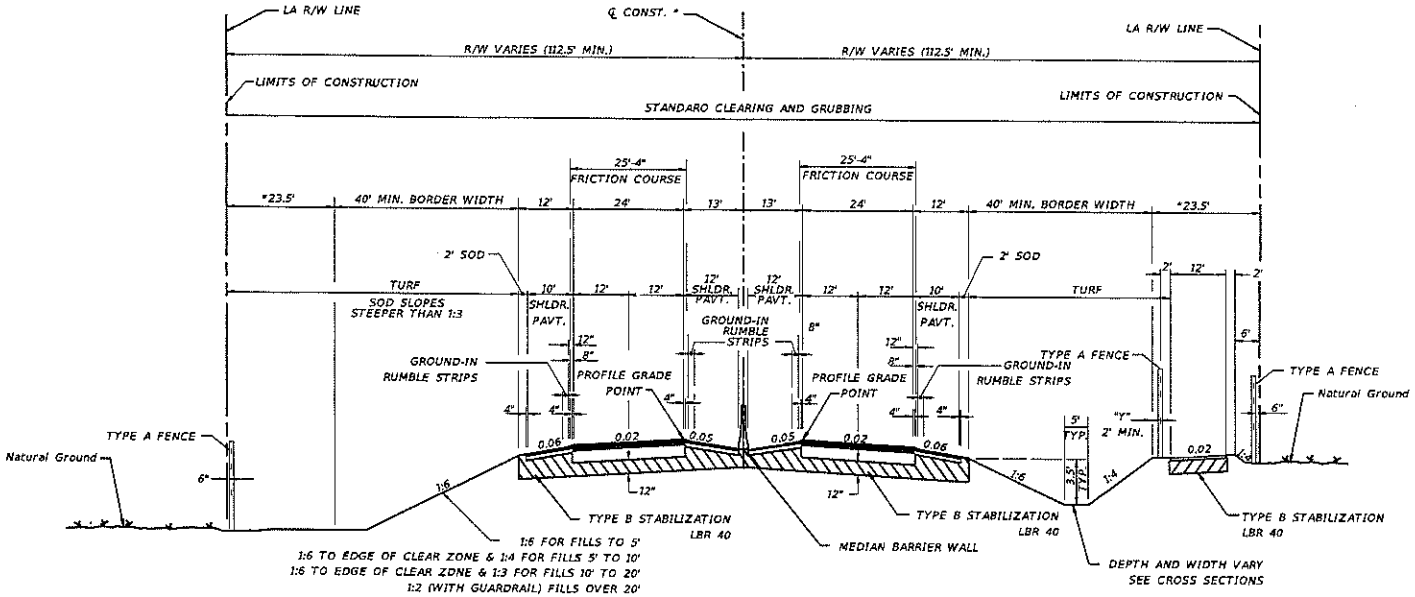
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED RURAL TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD.)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ _____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer Date	_____ _____ JORGE RIVERA FHWA Transportation Engineer Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Large Scale Map Amendment LSA-2016-03 Attachment

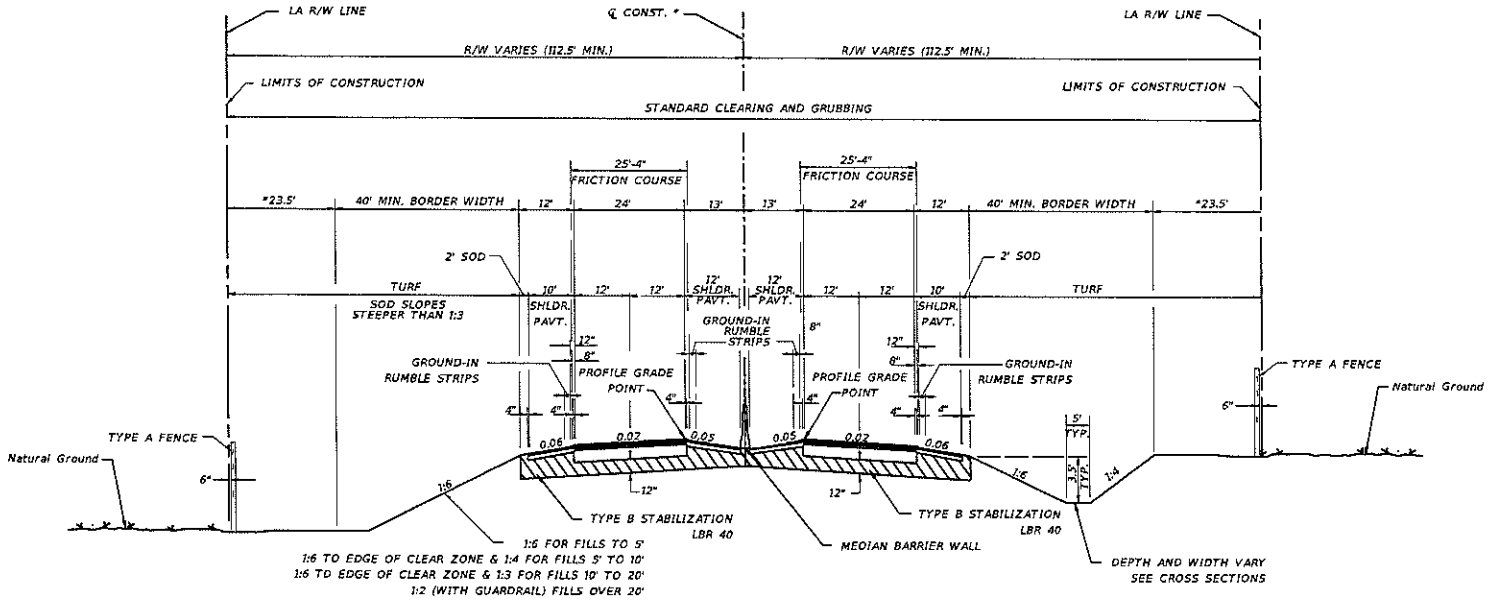
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED RURAL TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD.)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer _____ Date	_____ JORGE RIVERA FHWA Transportation Engineer _____ Date

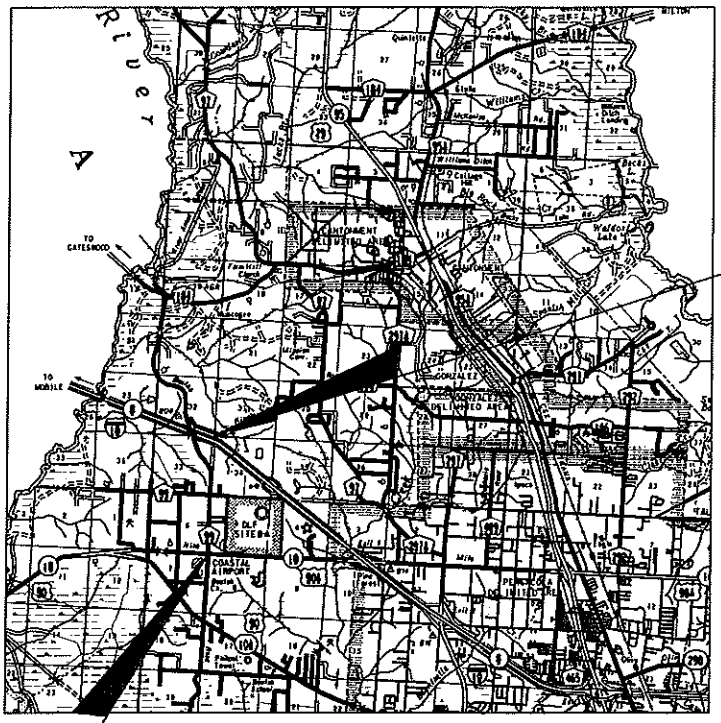
$USERS $DATES $TIMES $FILES

GMR: 05-25-17 Large Scale Map Amendment LSA-2016-03 Attachment

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION PACKAGE

BEULAH HIGHWAY RECONSTRUCTION
FROM SR 10A (MOBILE HIGHWAY)
TO SR 10 (INTERSTATE 10)



N
NTS

END PROJECT
SR 10

BEGIN PROJECT
US 90 & BEULAH RD.

ATKINS
2114 Airport Blvd.
Suite 1450
Pensacola,Florida
32504-6968

DESIGNED BY : _____
GREGORY S. ALLEN, P.E. 51858

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ COUNTY (SECTION) ESCAMBIA (48000096)

PROJECT DESCRIPTION BEULAH HIGHWAY RECONSTRUCTION FROM SR 10A (MOBILE HIGHWAY) TO SR 10 (INTERSTATE 10)

PROJECT CONTROLS

FUNCTIONAL CLASSIFICATION

( ) RURAL
(X) URBAN

( ) FREEWAY/EXPWY. ( ) MAJOR COLL.
( ) PRINCIPAL ART. ( ) MINOR COLL.
(X) MINOR ART. ( ) LOCAL

HIGHWAY SYSTEM

Yes	No	
(X)	( )	NATIONAL HIGHWAY SYSTEM
( )	(X)	FLORIDA INTRASTATE HIGHWAY SYSTEM
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(X)	( )	STATE HIGHWAY SYSTEM
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( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing
(X) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing
( ) 7 - BOTH MEDIAN TYPES

TRAFFIC

	YEAR	AADT
CURRENT	2016	
OPENING	2030	
DESIGN	2040	

DESIGN SPEED 45
POSTED SPEED 40

DISTRIBUTION
K 30 %
D 30 %
T_{24} %

DESIGN SPEED APPROVALS

_____ _____
DISTRICT DESIGN ENGINEER DATE

_____ _____
DISTRICT TRAFFIC OPERATIONS ENGINEER DATE

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( ) MANUAL OF UNIFORM MINIMUM STANDARDS (FLORIDA GREENBOOK) (OFF-STATE HIGHWAY SYSTEM ONLY)

LIST ANY POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION ELEMENTS:

LIST MAJOR STRUCTURES LOCATION/DESCRIPTION - REQUIRING INDEPENDENT STRUCTURE DESIGN:
BRIDGE OVERPASS ACROSSING SR 10 (INTERSTATE 10)

LIST MAJOR UTILITIES WITHIN PROJECT CORRIDOR:
TELEPHONE, FIBER OPTIC, GAS, OVERHEAD ELECTRIC, POWER, SEWER, & CABLE TV

LIST OTHER INFORMATION PERTINENT TO DESIGN OF PROJECT:

$USER$ $DATE$ $TIME$ $FILE$

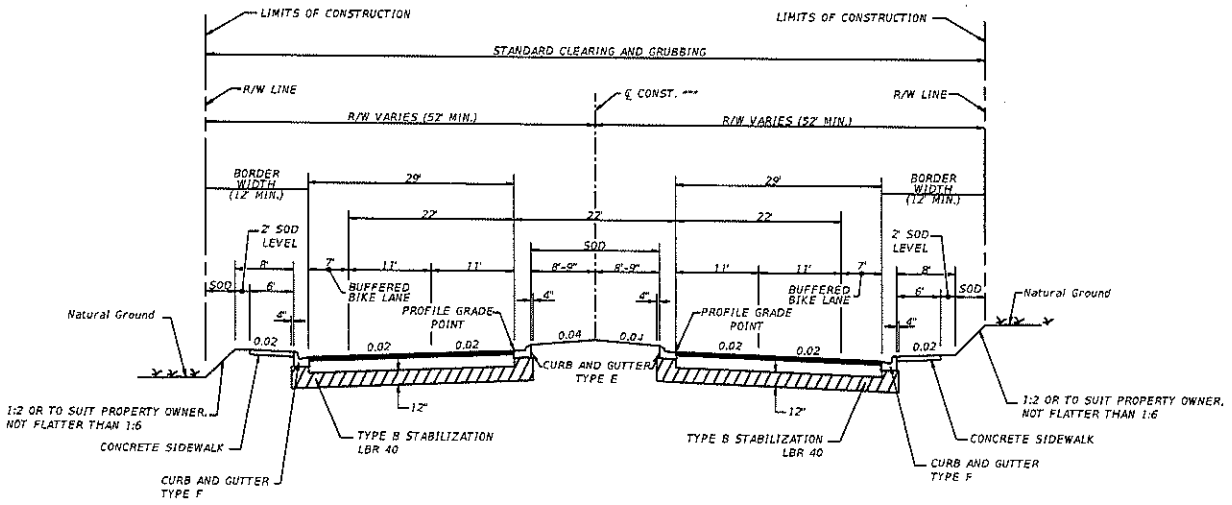
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED URBAN TYPICAL SECTION
FROM US 90 (MOBILE HIGHWAY) TO SR 8 (I-10)
DESIGN SPEED = 45 mph

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ _____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer Date	_____ _____ JORGE RIVERA FHWA Transportation Engineer Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Large Scale Map Amendment LSA-2016-03 Attachment

THE DOCUMENT WAS RECEIVED AND SHOWN ON PAGES 15-20.

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

ORDINANCE ADOPTED AT THE 8:48 AM PUBLIC HEARING WHICH HAS NOT YET BEEN RETURNED FROM THE FLORIDA DEPARTMENT OF STATE

BCC Special Session: 12-13-2007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Planning and Engineering

FROM: T. Lloyd Kerr, AICP, Director

DATE: December 10, 2007

ISSUE: **8:48 am Thursday, December 13, 2007 Public Hearing**
Comprehensive Plan Amendment (CPA 2007-02D)

RECOMMENDATION:

That the Board review and adopt the following:

Comprehensive Plan Amendment, **CPA 2007-02D Transportation Corridor Preservation Ordinance**, composed of a draft ordinance and attachments herein, to amend Part II of The Escambia County Code of Ordinances (1999), The Escambia County Comprehensive Plan, as amended; amending portions thereof as follows:

Comprehensive Plan text amendment, amending Chapter 8, "Transportation Element" providing for references to the protection of transportation corridors.

BACKGROUND:

In establishing the Twenty Year "Cost Feasible" Plan, the Florida Department of Transportation (FDOT) and the FL-AL Transportation Planning Organization (TPO) have requested local governments implement measures to ensure roadway projects remain "cost feasible".

The primary concerns, based on past roadway capacity projects, are that local governments reduce the impact of development adjacent to a future corridor improvement projects and reduce land use intensities which may increase the cost of needed right-of-way. Both concerns have and will continue to add a substantial cost to planned projects prior to construction.

This Ordinance, by intent, is to ensure that future development and future roadway projects do not conflict with each other in order to meet future Transportation Level of Service demands. This will alleviate negative impacts to future development or future roadway project cost. This Ordinance will also allow Escambia County to be more competitive for future Federal and State grants based on criteria created in 2006.

The transmittal hearing was held August 2, 2007 where the amendment and ordinance were approved by the BCC and forwarded to DCA. County staff received the DCA

Objection, Recommendation and Comments Report on October 24, 2007. Staff is recommending adoption of the ordinance with no changes.

This is part of the second of the two Comprehensive Plan Amendment packages allowed by Florida Statute for the Year 2007.

BUDGETARY IMPACT:

No budgetary impacts are expected by the approval of this amendment.

LEGAL CONSIDERATION/SIGN-OFF:

The attached ordinance was reviewed and approved for legal sufficiency by Alison P. Rogers, Deputy County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are anticipated for the implementation of this amendment.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The amendment is consistent with State Statutes (F.S. 163.3161 through 163.3215), Florida Administrative Code 9J-5 and with the Board's goal " to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION REQUIREMENTS:

Following adoption public hearings and upon recommended approval by the Planning Board and Board of County Commissioners the amendment will be returned to DCA for approval. Upon approval, DCA will issue a Notice of Intent to find In Compliance, at which time the ordinance will be forwarded to the Municipal Code Corporation for codification in the Official Comprehensive Plan of Escambia County.

COORDINATION WITH OTHER AGENCIES/PERSONS:

The proposed amendments were prepared in cooperation with the County Attorney's Office, the Planning and Engineering Department, Office of Transportation and Traffic Operations, and interested citizens. Planning & Engineering will insure proper advertisement.

TLK:eap

Attachments:

c: Janet Lander, County Attorney

CONCUR
Robert R. McLaughlin, Interim County Administrator

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\BCC 12-13-07 Recommendation.doc

8:48 a.m. PH

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2007-02 Transportation Corridor Preservation BCC Ordinance

Date: 12/04/07

Date requested back by: 12/06/07

Requested by: Eva Peterson

Phone Number: 595-3118

(LEGAL USE ONLY)

Legal Review by Alison Perdue Rogers, Deputy County Attorney

Date Received: 12/04/07

XX Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

8:48 a.m. PH

ORDINANCE 2007-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida as follows:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out, in the Local Government Comprehensive Plan and Land Development Regulation Act, sections 163.3161 through 163.3215, Fla. Stat. and Chapter 9J-5, Florida Administrative Code.

Section 2. Title of Comprehensive Plan Amendment.

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled "Comprehensive Plan Amendment 2007-02D - Transportation Corridor Preservation."

Section 3. Changes to the Escambia County Comprehensive Plan.

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as Amended, is further amended as set forth hereto and made part hereof to include changes as follows:

OBJECTIVE 8.A.4: <u>TRANSPORTATION CORRIDOR AND</u> RIGHT-OF-WAY PROTECTION

Continually, the county shall provide for the protection of <u>proposed transportation corridors as well as</u> existing and future rights-of-way from encroachment by including appropriate regulations within the LDC (reference

Policy 7.A.1.1) and implementing Policies 8.A.4.1 through ~~8.A.4.3~~ 8.A.4.4 among others.

Policy 8.A.4.1: Rezonings and Zoning Setback Enforcement

The county shall continue to enforce its zoning ordinance and include said ordinance within the LDC. Note: The zoning ordinance contains setback provisions, which will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachment ~~in the "zoned" areas of the county~~. The County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs. Prior to completion of a Project Development and Environmental Impact (PD&E) study for a capacity improvement project, standard right-of-way will be considered as follows:

Major Collectors	80'
Major Arterials	125'
Beltways	300'

Policy 8.A.4.2: Right-of-Way Protection for Existing and Planned Roadways

The county shall require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

Policy 8.A.4.3: Scenic Roadways

Because of their unique scenic character, and related historic and tourist significance, Scenic Highway (SR-10A) and Perdido Key Drive (SR 292) are

designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of special sign controls in the LDC.

Policy 8.A.4.4: Proposed Transportation Corridors

The County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted Transportation Planning Organization's "Cost Feasible Plan", the proposed or adopted County Capital Improvement Plan or in any proposed or adopted DRI or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. EFFECTIVE DATE.

This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

8:48 a.m. PH

EXHIBIT A

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

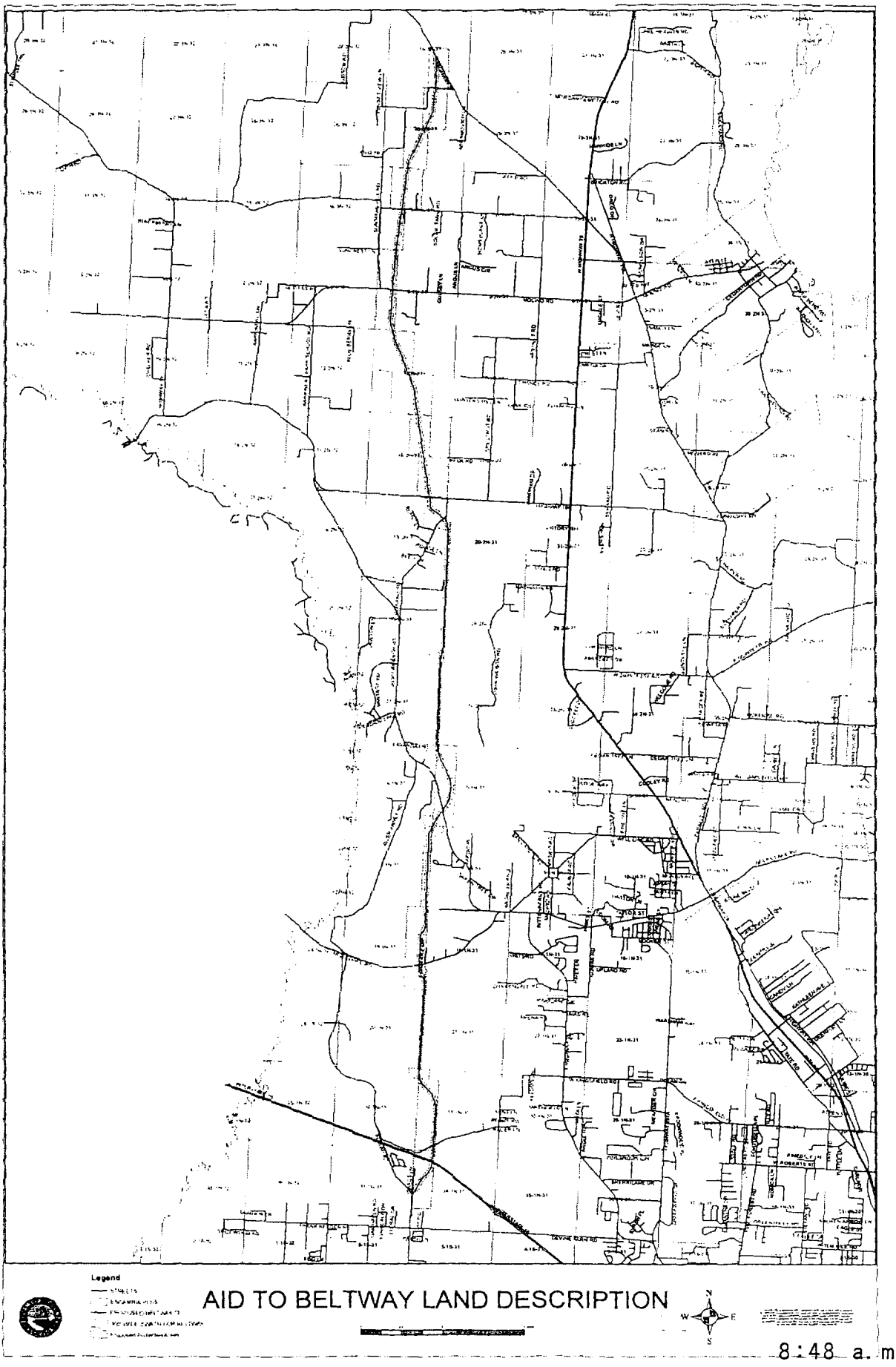
The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

8:48 a.m. PH

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS



8:48 a.m. PH

EXHIBIT B

The following describes potential East/West corridors to the proposed beltway protected areas for the construction of access to the proposed beltway:

KINGSFIELD ROAD EXTENSION

The south 50 feet of the west one-half of the west one-half of Section 22, Township 1 North, Range 31 West and the north 50 feet of the west one-half of the west one-half of Section 30, Township 1 North, Range 31 West. The south 50 feet of the south one half of Section 21, Township 1 North, Range 31 West, and the north 50 feet of the north one-half of Section 31, Township 1 North, Range 31 West.

WELL LINE ROAD EXTENSION

The south one-half of the south one-half of sections 4 and 5, Township 1 North, Range 31 West, less and except the south 820 feet of the south one-half of the south one-half of said section 5 and less and except the south 820 feet of the west one-half of the west one-half of said section 4.

QUINTETTE ROAD EXTENSION

The south 50 feet of the south one-half of the south one-half of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the north one-half of Section 33, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 33. The south 50 feet of the southeast quarter of Section 29, Township 2 North, Range 31 West and the south one-half of the southeast quarter of the southwest quarter and the south one-half of the southwest quarter of the southwest quarter of said section 29.

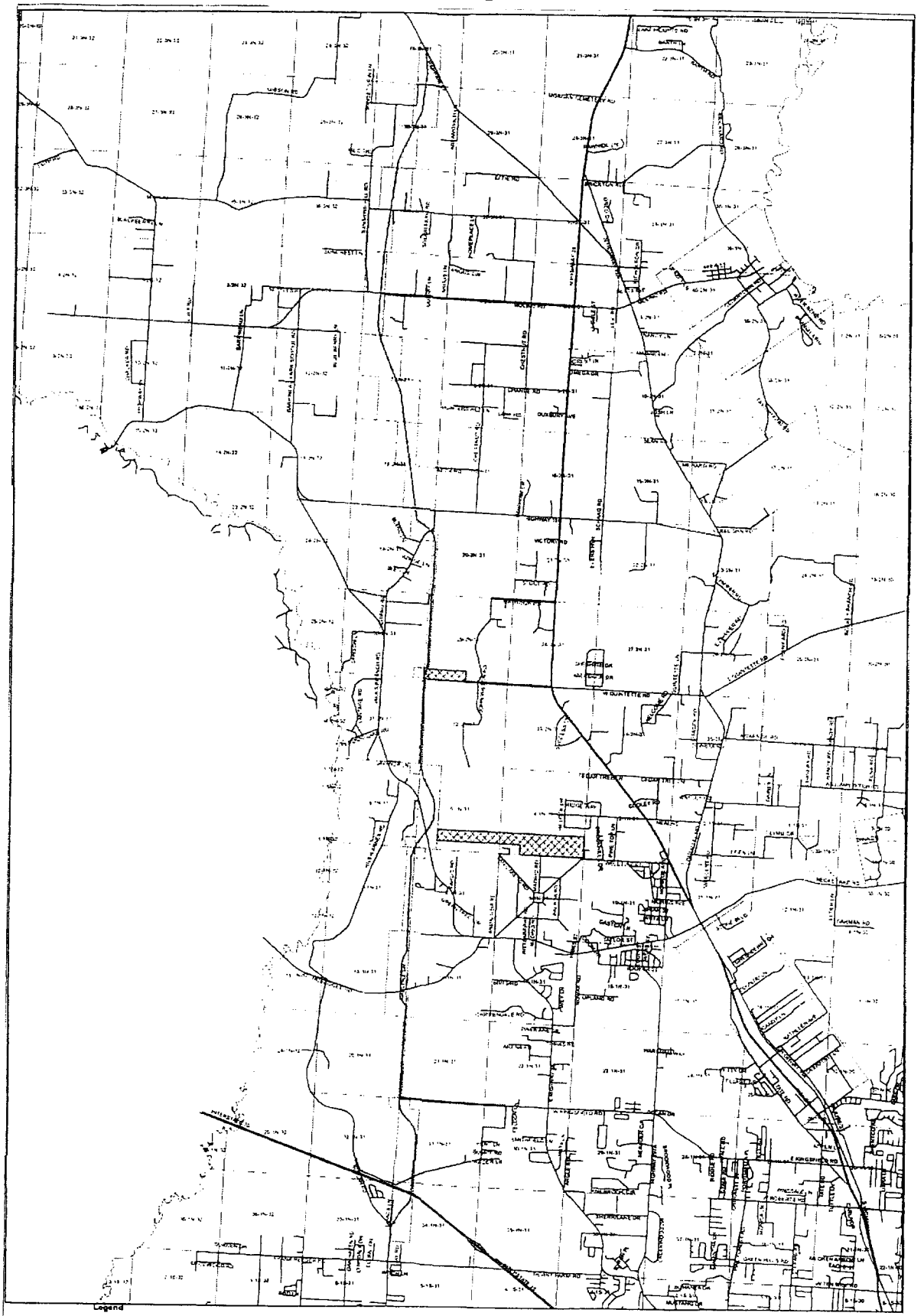
EXISTING MATHISON ROAD

The south 50 feet of the southwest quarter of Section 21, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 21. The north 50 feet of the northwest quarter of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the northeast quarter of the northeast quarter of Section 29, Township 2 North, Range 31 West and the south 50 feet of the south one-half of the southeast quarter of the southeast quarter of Section 20, Township 2 North, Range 31 West.

EXISTING MOLINO ROAD

Beginning at the westerly right of way of US Highway 29, the south 50 feet of the south one-half of the south one-half of the northwest quarter of Section 4, Township 2 North, Range 31 West and the north 50 feet of the north one-half of the north one-half of the southwest quarter of said section 4. The south 50 feet of the north one-half of Section 5, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 5. The south 50 feet of the north one-half of Section 6, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 6, less and except the west one-half of the west one-half of Section 6, Township 2 North, Range 31 West.

THE CONDITION OF THE ORIGINAL
DOCUMENT IS REFLECTED IN THE
IMAGE AND IS NOT THE FAULT OF
THE MICROFILMING PROCESS



8:48 a.m. PH

Escambia County
Clerk's Original
12/13/2007 8:48am PH

ORDINANCE 2007-81

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 12/17/2007 Verified By: DHarris

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida as follows:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out, in the Local Government Comprehensive Plan and Land Development Regulation Act, sections 163.3161 through 163.3215, Fla. Stat. and Chapter 9J-5, Florida Administrative Code.

Section 2. Title of Comprehensive Plan Amendment.

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled "Comprehensive Plan Amendment 2007-02D - Transportation Corridor Preservation."

Section 3. Changes to the Escambia County Comprehensive Plan.

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as Amended, is further amended as set forth hereto and made part hereof to include changes as follows:

OBJECTIVE 8.A.4: <u>TRANSPORTATION CORRIDOR AND</u> RIGHT-OF-WAY PROTECTION

Continually, the county shall provide for the protection of <u>proposed transportation corridors as well as</u> existing and future rights-of-way from encroachment by including appropriate regulations within the LDC (reference

Policy 7.A.1.1) and implementing Policies 8.A.4.1 through ~~8.A.4.3~~ 8.A.4.4 among others.

Policy 8.A.4.1: Rezonings and Zoning Setback Enforcement

The county shall continue to enforce its zoning ordinance and include said ordinance within the LDC. Note: The zoning ordinance contains setback provisions, which will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachment ~~in the "zoned" areas of the county~~. The County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs. Prior to completion of a Project Development and Environmental Impact (PD&E) study for a capacity improvement project, standard right-of-way will be considered as follows:

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Major Arterials	125'
Beltways	300'

Policy 8.A.4.2: Right-of-Way Protection for Existing and Planned Roadways

The county shall require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

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designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of special sign controls in the LDC.

Policy 8.A.4.4: Proposed Transportation Corridors

The County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted Transportation Planning Organization's "Cost Feasible Plan", the proposed or adopted County Capital Improvement Plan or in any proposed or adopted DRI or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. EFFECTIVE DATE.

This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this 13th day of December, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency
By _____
Title Deputy County Attorney
Date 12/14/07

ENACTED: December 13, 2007
FILED WITH DEPARTMENT OF STATE: December 19, 2007
EFFECTIVE: See Section 6.

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

AID TO BELTWAY LAND DESCRIPTION

Legend

- STREETS
- ESCAMBIA PLSS
- PROPOSED BELTWAY CL
- 300' WIDE SWATH FOR BELTWAY
- Protected Areas Esc GIS
- Protected Zones - Extensions

N W E S

1 0.5 0 1 Miles

"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

Blumberg No. 5118
EXHIBIT
56.1 +/- ACRES
FLUM TO MU-S
93.4 +/- ACRES
OVERALL
NOT INCLUDED
IN
DEVELOPMENT
37.3 +/- ACRES
REMAINS
INDUSTRIAL
PUBLIC R/W WIDTH: 50' WIDE
NUMBER OF LOTS: 110 LOTS
PROP. LOT DEPTH: 140'
PROP LOT WIDTH : 80'
37.3± AC REMAIN INDUSTRIAL

Jesse Rigby

Subject: FW: I10-Beulah Cultural Res Right-of-Entry Letter.doc
Attachments: beulahroad_tests_greg allen 2017.pdf; ATT00001.htm

From: "Allen, Gregory S" <G.Allen@atkinsglobal.com>
To: "bojohnson1@hotmail.com" <bojohnson1@hotmail.com>
Subject: FW: I10-Beulah Cultural Res Right-of-Entry Letter.doc

Bo,

See email below and the attachment.

Thanks
Greg

Gregory S. Allen, P.E.
Associate Vice President, Project Director

ATKINS

2114 Airport Boulevard, Suite 1450, Pensacola, Florida, 32504 | Tel: +1 (850) 478 9844 Ext. 4561223 | Fax: +1 (850) 478 0620 |
Cell: +1 (850) 712 7455 |
Email: gregory.allen@atkinsglobal.com | Web: www.atkinsglobal.com/northamerica www.atkinsglobal.com

---

From: Keel, Frank
Sent: Friday, February 03, 2017 9:59 AM
To: Allen, Gregory S <G.Allen@atkinsglobal.com>
Cc: Cash, Cathie <Cathie.Cash@atkinsglobal.com>
Subject: RE: I10-Beulah Cultural Res Right-of-Entry Letter.doc

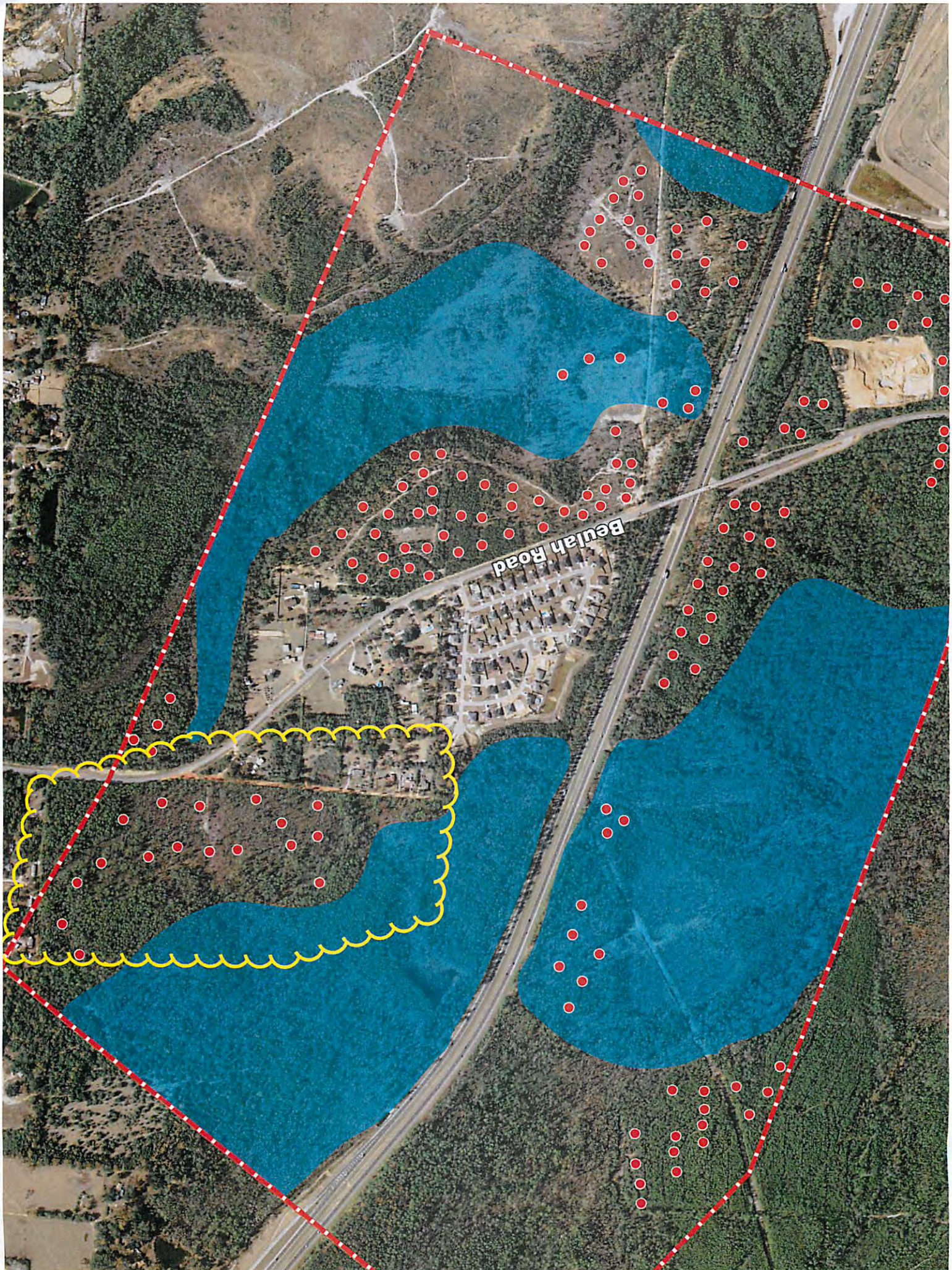
As you know we performed a cultural resources assessment for the interchange study area in 2010. I looked at the photos of the area in question to refresh my memory. If I'm on the same page, the area is located on moderate slopes overlooking an unnamed drainage. We excavated 17 shovel tests in the area and the tests were negative for cultural material or intact cultural deposits. We sent the survey report to the Pensacola office in March 2010 but it never went SHPO for review. If I'm not mistaken the County wanted to hold off on the review until later.

Frank Keel
Senior Archaeologist / Senior Planner, Transportation

ATKINS

2639 North Monroe Street, Building C, Tallahassee, FL, 32303 | Tel: +1 (850) 575 1800 | Fax: +1 (850) 575 1083 |
Cell: +1 (850) 933 2419 | Email: frank.keel@atkinsglobal.com | Web: www.atkinsglobal.com/northamerica www.atkinsglobal.com




Beulah Road

SITE DATA TABLE	
PROPERTY ACERAGE:	93.4± AC TOTAL
	56.1± AC FLUM TO MU-S
	37.3± AC REMAIN INDUSTRIAL
PROP LOT WIDTH :	80'
PROP. LOT DEPTH:	140'
NUMBER OF LOTS:	110 LOTS
PUBLIC R/W WIDTH:	50' WIDE

37.3 +/- ACRES
REMAINS
INDUSTRIAL

NOT INCLUDED
IN
DEVELOPMENT

POND

POND

POND

56.1 +/- ACRES
FLUM TO MU-S

50' DONATED RIGHT-OF-WAY

BEULAH ROAD - EXISITNG 100' RIGHT-OF-WAY

Beulah Rd

Natterly Dr

KIOSK

LOCATION: Beulah Road / I-10
CURRENT ZONING: Industrial (ID-2)
PROPOSED ZONING: (56.1± AC. ONLY)
UTILITIES: Water/Sewer (ECUA)

N

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C:\USERS\DIRECTOR\DOCUMENTS\DEWBERRY_PROJECTS\50086\17_KAHEELEY_RIDGE_ADJUSTED.DWG

Dewberry | PREBLE-RISH
25 W. CEDAR ST., SUITE 110
Pensacola, FL 32502
850.497.6053

KAHEELEY RIDGE DEVELOPMENT
BEULAH ROAD AT I-10
PENSACOLA, FL
ESCAMBIA COUNTY
FOR
SMARTLIVING LLC

SEAL

EB 0008794

SCALE

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY	MW
APPROVED BY	MJ
CHECKED BY	MJ
DATE	JUNE 2016

TITLE

PRELIMINARY
PLAN

PROJECT NO. 563.001

1

SHEET NO.

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

April 21, 2017

The Honorable Doug Underhill
Chairman, Escambia County
Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Chairman Underhill:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 17-3ESR), which was received on March 23, 2017. We have reviewed the proposed amendment pursuant to the expedited state review process in Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendment if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans by telephone at (850) 717-8484 or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services
Austin Mount, Executive Director, West Florida Regional Planning Council

From:	Plan_Review
To:	Juan C. Lemos; DCPexternalagencycomments
Cc:	Plan_Review
Subject:	Escambia County 17-3ESR Proposed
Date:	Wednesday, April 12, 2017 8:05:44 AM
Attachments:	image002.png

To: Juan Lemos, Senior Urban Planner

Re: Escambia County 17-3ESR – Expedited Review of Proposed Comprehensive Plan Amendment

*Please note the new contact information below.

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Feel free to contact me at Suzanne.e.ray@dep.state.fl.us or (850) 717-9037 for assistance or additional information. Please send all amendments, both proposed and adopted, to plan.review@dep.state.fl.us or

Florida Department of Environmental Protection
Office of Intergovernmental Programs, Plan Review
2600 Blair Stone Rd. MS 47
Tallahassee, Florida 32399-2400



From: Horace L Jones
To: John C. Fisher
Subject: FW: Escambia County 17-3 CPA-ESR (LSA-2016-03)
Date: Monday, April 10, 2017 3:10:31 PM

From: Hight, Jason [mailto:Jason.Hight@MyFWC.com]
Sent: Monday, April 10, 2017 12:06 PM
To: Horace L Jones; DCPexternalagencycomments@deo.myflorida.com
Cc: Walsh, Kristal; Wallace, Traci; Chabre, Jane
Subject: Escambia County 17-3 CPA-ESR (LSA-2016-03)

Dear Mr. Jones:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the proposed large scale future land use amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or by email at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Kristal Walsh at (850) 851-8065 or by email at Kristal.Walsh@MyFWC.com.

Sincerely,

Jason Hight
Biological Administrator II
Office of Conservation Planning Services
Division of Habitat and Species Conservation
620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
(850) 228-2055

Project ID 32740, Escambia County 17-3 CPA-ESR

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Large Scale LSA 2016-03

Date: 01/18/2017

Date requested back by: 01/20/2017

Requested by: John C Fisher

Phone Number: 595-4651

(LEGAL USE ONLY)

Legal Review by M. Crawford

Date Received: 1/20/2017

X Approved as to form and legal sufficiency.

____ Not approved.

____ Make subject to legal signoff.

Additional comments:

- Transportation & Planning to address Corridor Preservation Ordinance
- Amendments forthcoming / Summer 2017 Study
- Ordinance Title 2017 not 2016.
- 50 ft. donation by property owner

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 34, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2101-000-001 TOTALING 56.80 (+/-) ACRES, LOCATED EAST OF ISAACS LANE, FROM INDUSTRIAL (I) TO MIXED USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2016-03."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 34, Township 1N, Range 31W, parcel number 2101-000-001 and totaling 56.80 (+/-) acres, located East of Isaacs Lane, as more particularly described in the Legal Description produced by Dewberry Preble-Rish, George Gibson P.S.M. as Exhibit A, from Industrial (I) to Mixed Use Suburban (MU-S).

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

DRAFT

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2017.

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)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

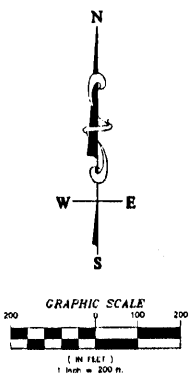
DRAFT

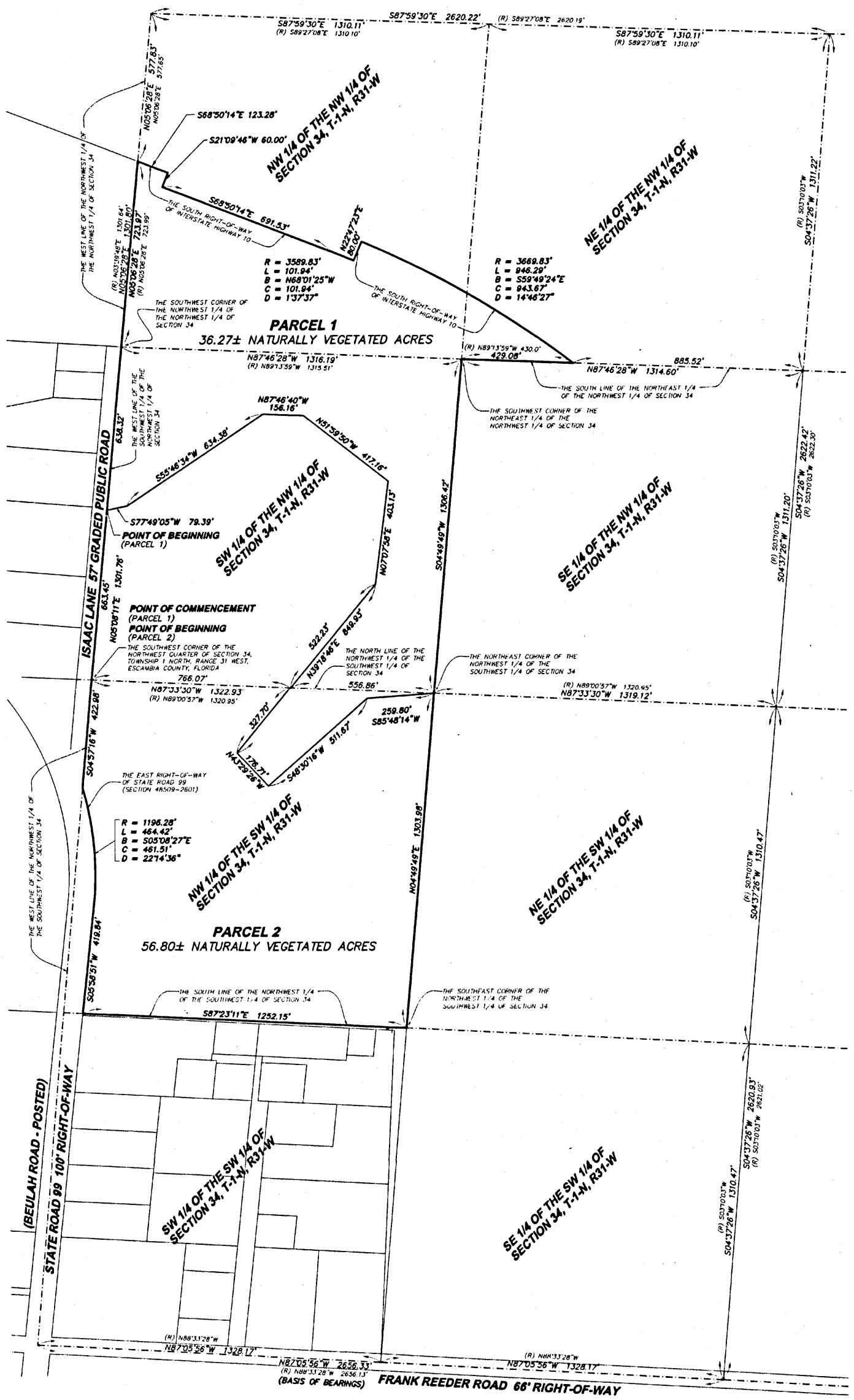
Exhibit A

Drawing name: W:\FLORIDA JOBS\ESCAMBIA\500865517-KAMESLEY RIDGE\SURVEY\500865517GROUND.dwg SKETCH&DESCRIPTION Jan 12, 2017 10:53am by jbrage

THIS IS NOT A SURVEY!

PROPERTY IS LOCATED IN THE WEST 1/2 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.





SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
2. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
3. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
4. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
5. BASIS OF BEARINGS FOR THIS SKETCH IS THE SOUTH LINE OF SECTION 34, T-1-N, R-31-W AS BEING N87°05'56"W ~ S87°05'56"E. BEARINGS ARE STATE PLANE GRID COORDINATES FLORIDA NORTH (NAD1983).
6. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID TO GROUND COMBINED SCALE FACTOR IS 1.00003391024345
7. ALL GPS OBSERVATIONS WERE TAKEN USING REAL TIME KINEMATIC GPS.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WE, DEWBERRY | PREBLE-RISH, LLC, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF DAPHNE, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

PARCEL 1:

COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND RUN THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 663.45 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) FOR THE POINT OF BEGINNING; CONTINUE THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 638.32 FEET TO A 4"x4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 05° 06' 28" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 723.97 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 123.28 FEET; THENCE RUN SOUTH 21° 09' 46" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 691.53 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3589.83 FEET, AN ARC DISTANCE OF 101.94 FEET (CHORD BEARS SOUTH 68° 01' 25" EAST, 101.94 FEET); THENCE RUN NORTH 22° 47' 23" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3669.83 FEET, AN ARC DISTANCE OF 946.29 FEET (CHORD BEARS SOUTH 59° 49' 24" EAST, 943.67 FEET) TO 1/2" CAPPED REBAR (LB #7174) ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 87° 46' 28" WEST, A DISTANCE OF 429.08 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 04° 49' 49" WEST, A DISTANCE OF 1306.42 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 16.27 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

BEGINNING AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THENCE RUN SOUTH 04° 57' 16" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 422.98 FEET TO A 1/2" CAPPED REBAR (LB #7312) ON THE EAST RIGHT-OF-WAY OF STATE ROAD 99, NEW FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 48509-2601; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID STATE ROAD 99, HAVING A RADIUS OF 1196.28 FEET, AN ARC DISTANCE OF 464.42 FEET (CHORD BEARS SOUTH 05° 08' 27" EAST, 461.51 FEET) TO A 1/2" CAPPED REBAR (LB #8011); THENCE RUN SOUTH 05° 58' 51" WEST, ALONG SAID STATE ROAD 99, A DISTANCE OF 419.84 FEET TO A 1/2" REBAR ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 87° 23' 11" EAST, A DISTANCE OF 1252.15 FEET TO 1/2" CAPPED REBAR (LB #7312) AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 04° 49' 49" EAST, A DISTANCE OF 1303.98 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34. CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 05° 08' 11" WEST, A DISTANCE OF 663.45 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 56.80 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREIN, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM DEWBERRY | PREBLE-RISH.

1/12/17
DEWBERRY | PREBLE-RISH — DATE SIGNED
GEORGE D. GIBSON III, P.S.M. - LS 5430

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

THIS IS NOT A SURVEY!

1 OF 1

SCALE	1"=200'
PROJECT NO.	500865517
APPROVED	GIBSON
BY	JMF
DRAWING DATE	1/12/2017
FIELD DATE	11/22/2016
FB/PG	394/47

LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION
-FOR-
SMART LIVING, LLC

Dewberry
9949 BELLATON AVENUE
DAPHNE, ALABAMA 36526
PHONE: 251.990.9950
WWW.DEWBERRY.COM

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 34, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 2101-000-001 TOTALING 56.80 (+/-) ACRES, LOCATED EAST OF ISAACS LANE, FROM INDUSTRIAL (I) TO MIXED USE SUBURBAN (MU-S); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

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DONE AND ENACTED this_____ day of _____, 2017.

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)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

Exhibit A

Drawing name: W:\FLORIDA JOBS\ESCAMBIA\500865517-KAMESLEY RIDGE\SURVEY\500865517GROUND.dwg SKETCH&DESCRIPTION Jan 12, 2017 10:53am by jbrage

THIS IS NOT A SURVEY!

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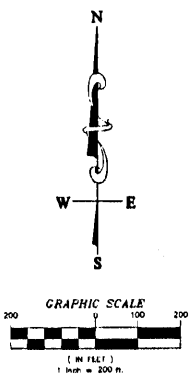

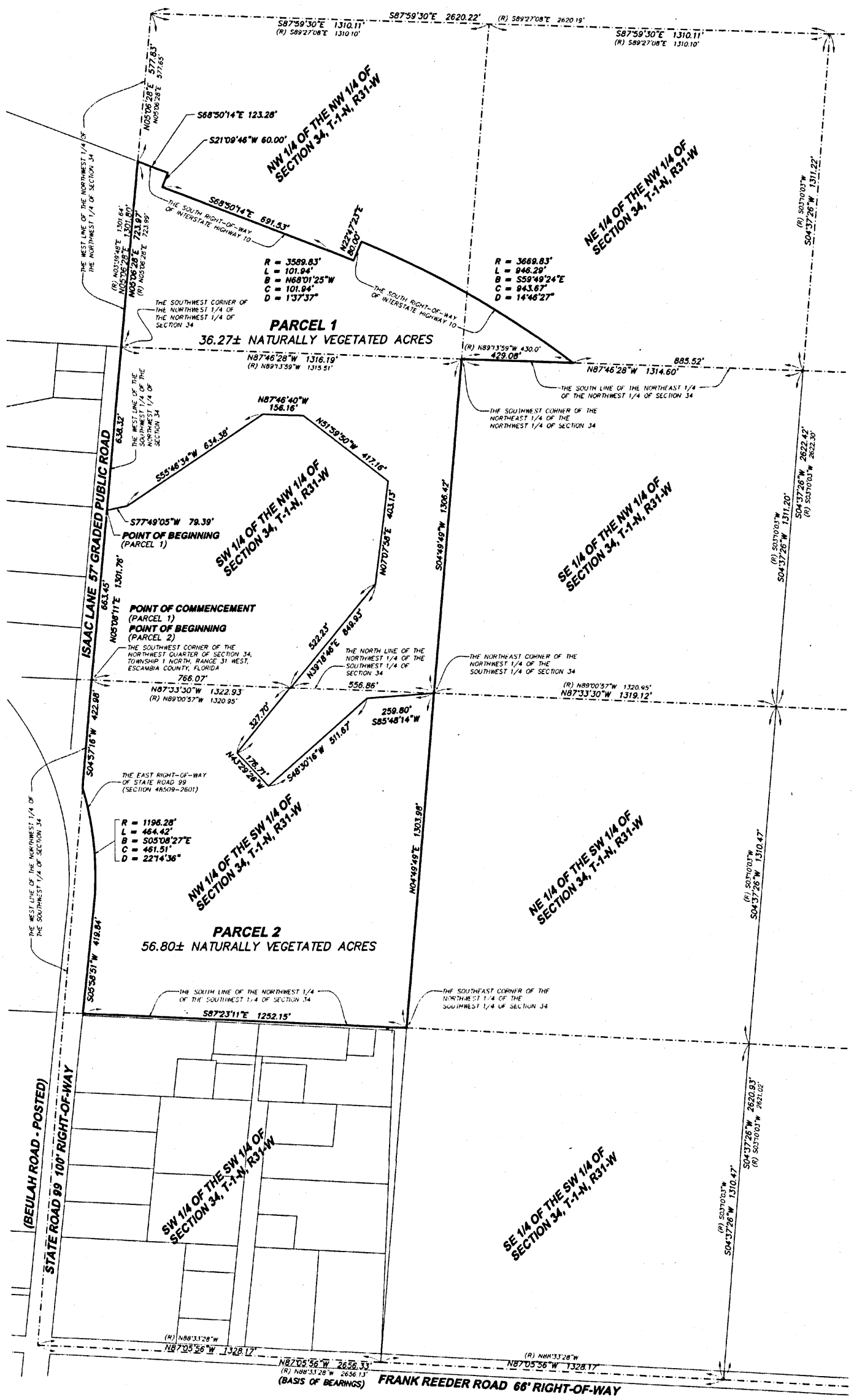

SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
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7. ALL GPS OBSERVATIONS WERE TAKEN USING REAL TIME KINEMATIC GPS.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WE, DEWBERRY | PREBLE-RISH, LLC, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF DAPHNE, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

PARCEL 1:

COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND RUN THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 663.45 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) FOR THE POINT OF BEGINNING; CONTINUE THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 638.32 FEET TO A 4"x4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 05° 06' 28" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 723.97 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 123.28 FEET; THENCE RUN SOUTH 21° 09' 46" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 691.53 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3589.83 FEET, AN ARC DISTANCE OF 101.94 FEET (CHORD BEARS SOUTH 68° 01' 25" EAST, 101.94 FEET); THENCE RUN NORTH 22° 47' 23" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3669.83 FEET, AN ARC DISTANCE OF 946.29 FEET (CHORD BEARS SOUTH 59° 49' 24" EAST, 943.67 FEET) TO 1/2" CAPPED REBAR (LB #7174) ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 87° 46' 28" WEST, A DISTANCE OF 429.08 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 04° 49' 49" WEST, A DISTANCE OF 1306.42 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 16.27 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

BEGINNING AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THENCE RUN SOUTH 04° 57' 16" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 422.98 FEET TO A 1/2" CAPPED REBAR (LB #7312) ON THE EAST RIGHT-OF-WAY OF STATE ROAD 99, NEW FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 48509-2601; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID STATE ROAD 99, HAVING A RADIUS OF 1196.28 FEET, AN ARC DISTANCE OF 464.42 FEET (CHORD BEARS SOUTH 05° 08' 27" EAST, 461.51 FEET) TO A 1/2" CAPPED REBAR (LB #8011); THENCE RUN SOUTH 05° 58' 51" WEST, ALONG SAID STATE ROAD 99, A DISTANCE OF 419.84 FEET TO A 1/2" REBAR ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 87° 23' 11" EAST, A DISTANCE OF 1252.15 FEET TO 1/2" CAPPED REBAR (LB #7312) AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 04° 49' 49" EAST, A DISTANCE OF 1303.98 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34. CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 05° 08' 11" WEST, A DISTANCE OF 663.45 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 56.80 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREIN, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM DEWBERRY | PREBLE-RISH.

1/12/17
DEWBERRY | PREBLE-RISH — DATE SIGNED
GEORGE D. GIBSON III, P.S.M. - LS 5430

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

THIS IS NOT A SURVEY!

1 OF 1

SCALE	1"=200'
PROJECT NO.	500865517
APPROVED	GIBSON
BY	JMF
DRAWING DATE	1/12/2017
FIELD DATE	11/22/2016
FB/PG	394/47

LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION
-FOR-
SMART LIVING, LLC

Dewberry
9949 BELLATON AVENUE
DAPHNE, ALABAMA 36526
PHONE: 251.990.9950
WWW.DEWBERRY.COM

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12243 **Growth Management Report** **12. 5.**

BCC Regular Meeting

Meeting Date: 05/25/2017

Issue: Review of Rezoning Case Heard by the Planning Board on February 7, 2017

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on February 7, 2017

That the Board take the following action concerning the rezoning case heard by the Planning Board on February 7, 2017:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-11 or remand the case back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	**Z-2016-11**
Address:	11975 Beulah Road
Property Reference No.:	34-1N-31-2101-000-001
Property Size:	56.8 (+/-) acres
From:	Ind, Industrial district (du density limited to vested residential development)
To:	LDR, Low Density Residential district (four du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Jesse Rigby and Joe Rector with Dewberry/Preble-Rish, Agent for Bolley L. Johnson, Briar Ridge LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Jesse Rigby, Joe Rector

BACKGROUND:

The above case was owner initiated and heard at the February 7, 2017, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning case. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2016-11

Z-2016-11

Planning Board-Rezoning **7. A.**

Meeting Date: 02/07/2017

CASE : Z-2016-11

APPLICANT: Joe Rector, Jr., Dewberry/Preble-Rish and Jesse Rigby, Agent for Bolley L. Johnson, Briar Ridge LLC, Owner

ADDRESS: 11975 Beulah Road

PROPERTY REF. NO.: 34-1N-31-2101-000-001

FUTURE LAND USE: I, Industial

DISTRICT: 1

OVERLAY DISTRICT: N/A

BCC MEETING DATE:

SUBMISSION DATA:

REQUESTED REZONING:

FROM: Ind, Industrial district (du density limited to vested residential development)

TO: LDR, Low Density Residential district (four du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions

Comp Plan Policy (CPP) FLU 1.3.1 Future Land Use Categories.
The Industrial (I) Future Land Use (FLU) category is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of allowable uses include: Light to Intensive Industrial, Ancillary Retail and Office, No new residential development is allowed.

The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

OBJ MOB 1.4 Corridor Preservation
Provide for the protection of existing and future rights-of-way from encroachment by including appropriate regulations for standard right-of-way, setback regulations, density and intensity regulation, right-of-way, and scenic roadway designation within the provisions of the LDC.

MOB 1.4.1 Proposed Transportation Corridors. Escambia County will make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted TPO's Cost Feasible Plan, the proposed or adopted County Capital Improvement Plan, or in any proposed or adopted Development of Regional Impact (DRI) or development plan. Transportation corridor protection regulations will be incorporated in

the LDC. The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

FINDINGS

The proposed amendment to LDR **is not consistent** with the current Industrial (I) FLU at this time. The applicant is currently requesting a FLUM amendment from I to MU-S and if the FLUM amendment is approved, the requested zoning of **LDR will be compatible with the MU-S** designation as the proposed Large Scale LSA-2016-03 to Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is stated in CPP FLU 1.3.1. The current FLU I, does not allow for residential uses, but the proposed MU-S development is compatible to surrounding properties, which allows for residential uses.

The subject parcel had a FLU change from MU-S to I case number LSA-2014-02 (14-3ESR) in 2014. Also the parcel was rezoned from Villages Agricultural District (VAG-2), to General Industrial District (ID-2), case number Z-2014-12 on September 4, 2014.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.5 Low Density Residential district (LDR).

(**a) Purpose.** The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

(b) Permitted uses. Permitted uses within the LDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.
b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.
c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.
See also conditional uses in this district.
(2) Retail sales. No retail sales.
(3) Retail services. No retail services.
(4) Public and civic.
a. Cemeteries, family only.
b. Public utility structures, excluding telecommunications towers.
See also conditional uses in this district.
(5) Recreation and entertainment.
a. Marinas, private only.
b. Parks without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.
(6) Industrial and related. No industrial or related uses.
(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer. The following additional agricultural uses are allowed on lands zoned SDD prior to LDR zoning:
a. Agriculture, but no farm animals except horses and other domesticated equines kept on site, and stables for such animals, accessory to a private residential use with a minimum lot area of two acres and a maximum of one animal per acre.
b. Aquaculture, marine or freshwater.
c. Produce display and sales of fruit, vegetables and similar agricultural products.
d. Silviculture.

FINDINGS
The proposed amendment **is consistent** with the intent and purpose of the LDC. As per LDC 3-2.5, LDR allows residential uses, no retail sales or services, no industrial uses, which is compatible with the MU-S FLU.

The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff:

TTO Staff has reviewed the Large Scale Amendment (LSA)-2016-03 and Rezoning Case (Z)-2016-11, Beulah Road at I-10, agenda item for the upcoming Planning Board meeting scheduled for February 7, 2017. Please see the below comments.

Upon review of LSA-2016-03 and Z-2016-11, TTO Staff provides the following information regarding an existing programmed regional and local transportation project commonly known as the Escambia County Beulah Beltway / I-10 Interchange Project (Project). This project is expected to impact the subject site, as well as potentially other properties within the vicinity once the project moves into the future Right-Of-Way and Construction Phases. The Project limits as identified in the Florida-Alabama Transportation Planning Organization Long Range Transportation Plan begins at the Nine Mile Road at the southern most termini, extends north along Beulah Road to Interstate 10, then further north to US29 (in the Quintette Road vicinity).

The Project was initiated in 2007 following the inception of the Escambia County Midwest Optional Sector Plan (Sector Plan) that justified the need for a new "limited access roadway with Interstate Interchange." County Staff, through Planning Board and Board of County Commission approval, then instituted a Corridor Preservation Ordinance found in the Escambia County Comprehensive Plan and Land Development Code (LDC Ordinance 2007-81) in efforts to minimize the local financial lift once the Project moved into the Right-Of-Way Acquisition and subsequent Construction Phase. Due to the infancy of the Sector Plan and without any substantial data or results of the necessary Corridor Selection Study, the Ordinance created a 300' Preservation Overlay for the future roadway. However, the County is currently finalizing the Corridor Selection Study, and recently received the proposed typical cross sections / right-of-way widths needed for the future roadway; the consultants are recommending two different cross sections. The width proposed for the North Segment (I-10 north to US29) is 225', and the width proposed for the South Segment (Nine Mile Road to I-10) is 104.5'. It is the South Segment specifically abuts the subject site. Attached is the document detailing the cross sections.

In conclusion, TTO Staff recognizes that, though LDC Ordinance 2007-81 details a 300' Preservation Overlay, in receipt of the proposed cross

sections that the need to preserve 300' for the South Segment seems unjustified at this point. TTO Staff recommends that the Planning Board and Board of County Commissioners consider directing Staff to amend the Ordinance upon completion of the Corridor Selection Study (expected for completion Summer 2017). **TTO Staff does not oppose the map amendment or rezoning, only if the Boards would consider reducing the 300' preservation width to a width of 104.5' for the South Segment.**

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts LDR and RMU. The proposed amendment would be consistent with the surrounding uses and coexist without producing negative impacts on the neighboring properties. Rezoning the parcel to LDR would allow residential development which would be compatible to the single family homes that exist in the area instead of industrial type businesses which may cause more noise, dust and overall nuisance to the adjoining neighbors. Density and intensity would be decreased in the area through the rezoning from Ind to LDR.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **no changed conditions** that would impact the amendment or

property(s). The subject parcel had a FLU change from MU-S to I, case number LSA-2014-02 (14-3ESR) in 2014. Also the parcel was rezoned from Villages Agricultural District (VAG-2), to General Industrial District (ID-2), case number Z-2014-12 on September 4, 2014.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

Based on the location of the parcel, the current zoning maps and the surrounding existing land uses, the proposed amendment **would result** in a logical and orderly development pattern. The large 56.08± acre parcel would allow for residential single family homes, which would be considered a less impact than a Industrial zoned property. A development along Isaacs Lane and Interstate-10 gives the site a close proximity to the interstate maximizing the use of existing roads and infrastructure. With the Detail Specific Area Plan (DSAP) area north of the interstate and zoned for industrial type uses already, the rezoning would have a good mix of development that is close to the interstate to maximize economic development.

Criterion (f) LDC Sec. 2-7.2(b)(4)

Effect on natural environment

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the subject property. The applicant has provided a wetlands survey that identifies and delineates existing wetlands within the site. The applicant is also in the process of obtaining all required permits and implementing all necessary mitigation activities as dictated by the responsible Federal and State agencies. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

Z-2016-11

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2016-11

Applicant: Joe Rector, Jr., Dewberry/Prebble-Rish and Jesse Rigby, Agent for Briar Ridge, LLC, Owner

Address: 11975 Beulah Road

Property Size : 56.80 (+/-) acres

From: Ind. Industrial district (du density limited to vested residential development)

To: LDR, Low Density Residential district (four du/acre)

A hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of February 2017, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
TIMOTHY PYLE, District 2
ALVIN WINGATE, District 3
ERIC FEARS, District 4
REID RUSHING, Vice Chair
EDWIN HOWARD, At-Large
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
JOHN FISHER
ALLYSON CAIN

FOR THE APPLICANT:

CLARK, PARTINGTON
BY: JESSE W. RIGBY, ESQUIRE
125 West Romana Street, Suite 800
Pensacola, Florida 32502

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PROCEEDINGS

THE CHAIRMAN: The Board members have previously received the zoning -- rezoning hearing package for February 7th and the findings of fact.

The Chair will now entertain a motion to accept that rezoning hearing package with those findings of fact and the legal advertisement into evidence.

Do we have a motion?

MR. RUSHING: So moved.

MR. WINGATE: Second.

THE CHAIRMAN: Motion and a second.

All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries unanimously.

The rezoning hearing package with the findings of facts and the legal advisement will be marked and included in the record for all of today's cases.

I will now ask our court reporter to please swear in the members of the staff that

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will be testifying today.
(Planning Board staff duly sworn.)
THE CHAIRMAN: All right. Horace, if anyone comes in after this, please make sure we get them sworn in for the record.
MR. JONES: David, transportation, needs to be sworn in. Transportation.
THE CHAIRMAN: If you'll please swear in David Forte.
(David Forte was duly sworn.)
THE CHAIRMAN: Board members, you've been previously provided resumes and qualifications on these staff members, that they are experts in the area of land use and planning.
Do any of you have questions concerning their qualifications or their ability to offer expert testimony?
(No response.)
THE CHAIRMAN: Hearing none, the Chair will entertain a motion to accept the staff members as qualified experts in the area of land use and planning.
MR. HOWARD: So moved.
THE CHAIRMAN: We have a motion.
Do we have a second?

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MR. RUSHING: Second.
THE CHAIRMAN: Second.
All those in favor, say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.
These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law. However, it is less formal.
All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.
All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.
Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the record.
Before making a decision, the Planning

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Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.
Each individual who wishes to address the Planning Board must complete a speaker request form located at the back of the chambers. You will not be allowed to speak unless we have received a form.
Also, please note that you will not be -- only those individuals who speak today at this hearing will be allowed to speak before the Board of County Commission hearing. No new evidence can be presented at the Board of County Commission meeting, so all evidence must be presented today.
The Planning Board will make a recommendation for each rezoning request to the Board of County Commissioners. They will then review the testimony, documents and exhibits, consider the closing arguments, and make a final decision. All decisions by the BCC are final.
Anyone who wishes to seek judiciary review of that decision by the Board of County Commissioners must do so in a court of competent jurisdiction within 30 days that the Board of

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County Commission either approves or rejects the recommended order of the Planning Board.
All written or oral communications outside of this hearing with members of the Planning Board today is considered ex parte communication. Ex parte communications are presumed prejudicial under Florida law and must be disclosed, as provided in Board of County Commission Resolution 96-13.
As each case is heard, the Chair will ask any Board member that has had any ex parte communication to please identify themselves and describe the communication, as required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendations to the Board of County Commissioners shall include consideration of the following six approval conditions, if you could please bring those up on the board.
Consistency with the Comprehensive Plan. The proposed rezoning is consistent with the goals, objectives and policies of the Comprehensive Plan and not in conflict with any of its provisions.
Consistent with the LDC. The proposed

Page 9

rezoning is consistent with the stated purposes and intent of the Land Development Code and not in conflict with any of its provisions.

Compatibility. All land uses, development activities and conditions allowed by the proposed rezoning are compatible with the surrounding conforming uses, activities, conditions and able to coexist in relative proximity to them in a stable fashion over time, so that no use, activity or conditions negatively impacts another.

The appropriateness of a rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses in the regressive rezoning.

The condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities or conditions.

D, changed conditions. The area of which the proposed rezoning would apply has changed or is changing to such a degree that it is in the public's interest to encourage new uses, densities, intensities throughout the rezoning area.

Page 10

E, development patterns. The proposed rezoning would contribute to or result in logical and orderly development pattern.

And F, the effect on the natural environment, the proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

At the beginning of each case, as long as there are no objections from the applicant, the staff will present photography and zoning maps for the property.

Next we will hear from the applicant and any witnesses that they may wish to call. Then we will hear from the staff and any witnesses they may wish to call. And finally, we will hear from members of the general public that have completed a speaker request form.

We do have four cases today. Before we go into those cases, we do have a little bit of housekeeping for our Board.

Our Vice Chairman, unfortunately, has had a sudden illness and has left our Board, and so we will have to accept nominations for the Vice Chair today. You can nominate yourself or another Board member to be the Vice Chair, which

Page 11

would take over if I'm not here, or any other cases where I may need to recuse myself from the voting, so at this time nominations are open for a Vice Chair.

MR. WINGATE: Mr. Chairman, I nominate Mr. Rushing.

THE CHAIRMAN: Mr. Rushing, do you accept the nomination?

(No response.)

THE CHAIRMAN: Come on. It's fun reading all this stuff.

MR. RUSHING: I will say, with trepidation I'll accept it, but I'd also like to make another nomination.

THE CHAIRMAN: Okay.

MR. RUSHING: I'd like to nominate Mr. Pyle, who is not currently here.

THE CHAIRMAN: Okay.

Meredith, can we nominate him if he's not here? How does that work?

MS. CRAWFORD: Well, he would not have the ability to accept the nomination, being that he's absent.

THE CHAIRMAN: Yes.

MS. CRAWFORD: So I would say probably

Page 12

not.

THE CHAIRMAN: How about this --

MR. RUSHING: Can we --

THE CHAIRMAN: -- Mr. Rushing?

MR. RUSHING: -- 'til he's here?

THE CHAIRMAN: I was going to say maybe you could accept the nomination for today, and then we could redo it again at the next one, if you don't want to.

MR. JONES: He'll be good. You'll be good. Mr. Rushing, you'll be very good.

THE CHAIRMAN: I promise I won't leave today. Okay? How's that?

Do we have any other nominations?

(No response.)

THE CHAIRMAN: Okay. So for today, at least, Mr. Rushing.

MR. RUSHING: For today, at least.

THE CHAIRMAN: We'll bring this back up at our next meeting, in case -- I know Mr. Pyle has done similar things before, so he may feel a little more comfortable doing it because there is a lot to keep track of.

All right. Board members, Mr. Rushing has graciously accepted for today's meeting, so all

those in favor please say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed.
(No response.)
THE CHAIRMAN: All right, Mr. Rushing. I'm going to pass all this down to you. Okay.
Now, our next housekeeping item is that we are going to put our quasi-judicial hearings kind of in suspense, in limbo here for a few minutes because we have another agenda item that's actually on our Planning Board that has to be addressed before we can do the rezoning request.
And this sometimes happens when we have large-scale amendments, so we're going to just go into a brief recess on the quasi-judicial hearing.
And with that, I will open up the regular Planning Board meeting for February 7, 2017.
And on the regular Planning Board meeting, have we had proof of publication?
MS. MEADOR: Yes, sir. The ad ran on January 20th.
THE CHAIRMAN: Okay. And did that meet all of the legal requirements?

MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay. The Chair will entertain a motion to waive the reading of that legal.
MR. RUSHING: So moved.
THE CHAIRMAN: We have a motion.
Do we have a second?
MR. WINGATE: Second.
THE CHAIRMAN: All right. Motion and second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
(The Planning Board meeting regarding Case Z-2016-11 recessed at approximately 8:50 a.m.)
(Resumed at approximately 10:15 a.m.)
THE CHAIRMAN: I hereby call back to order the Escambia County Planning Board meeting quasi-judicial hearing for February 7th.
We already did go through our proof of publication approval. We do have a quorum for the meeting. I've already described the quasi-judicial process for the record.

We do have four cases to be heard today. The first case is Z-2016-11, Joe Rector Jr., Dewberry/Prebble-Rish and Jesse Rigby, who are acting as the agents for Briar Ridge, LLC, the owner, 11975 Beulah Road, 56.8 plus-minus acres, from industrial district to LDR, low-density residential district.
At this time I'll ask members of the Board: Has there been any ex parte communication with you, the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing?
Also ask if you have visited the subject property.
Please also disclose if you are a relative of any of the parties or a business associate.
And starting down, Steve, any ex parte communication here?
MR. OPALENIK: No, sir.
THE CHAIRMAN: All right. And you have not visited the subject property or have any relatives involved?
MR. OPALENIK: I have not, and I do not.
THE CHAIRMAN: Thank you.

Ms. Hightower.
MS. HIGHTOWER: No to all.
THE CHAIRMAN: All right.
MR. HOWARD: No to all.
THE CHAIRMAN: Chairman, no to all, except what we've already been told here in this hearing on the Planning Board meeting.
MR. FEARS: No to all.
MR. INGWELL: No to all, with the exception of traveling by the property.
THE CHAIRMAN: Okay.
Mr. Wingate, is he back? No, not back in yet.
Mr. Rushing.
MR. RUSHING: No to all.
THE CHAIRMAN: Okay. We'll get Mr. Wingate when he gets back in.
Staff, was a notice of this hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: And was notice of the hearing also correctly posted on the subject property?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Mr. Rigby, are there any

objections for us presenting the maps or the photography?

MR. RIGBY: No, sir.

THE CHAIRMAN: Staff, if you would, please, present that first.

MR. FISHER: John Fisher, senior planner. And this is rezoning case Z-2016-11 from industrial to LDR.

This is a location map. This is the 500-foot zoning map. Current zoning is industrial.

This is the proposed zoning, with the -- leaving the north 37.3 acres industrial and proposed LDR in the southern half of 56 plus or minus acres.

Future land, industrial. And the proposed future land use, depending on the transmittal and the DEP adoption.

ELU, existing land use, apparently vacant.

This is the aerial wetlands map.

This is showing the AIPD, AIPD-2 on the south side of the parcel.

This is the proposed hearing sign.

Looking north along Beulah Road.

Looking south along Beulah Road.

Looking northwest along Beulah Road.

And the 2500-foot radius map for mail-out.

THE CHAIRMAN: Okay. Mr. Rigby.

MR. RIGBY: Good morning, sir.

THE CHAIRMAN: Good morning.

And again, Jesse Rigby representing Briar Ridge.

Mr. Chairman and Board, with the county's concurrence, I would like to ask that you consider all of the information and evidence presented in the future land use map amendment that's all been transcribed, and to enable -- I don't have any new additional evidence to offer, so I think that will expedite this process. And I have one or two comments on the additional factors that have to be addressed.

THE CHAIRMAN: Okay. Let me get one thing on the record for housekeeping here, Mr. Rigby. Have you received a copy of the rezoning hearing package and the findings of fact?

MR. RIGBY: I have.

THE CHAIRMAN: Okay. And do you understand that you have the burden of providing substantial competent evidence that the rezoning is consistent with the Comprehensive Plan,

furthers the goals, objectives and policies of that plan and is not in any conflict with the Land Development Code?

MR. RIGBY: I do.

THE CHAIRMAN: All right. Thank you.

Ms. Meredith, do we --

MS. CRAWFORD: Yes, sir.

THE CHAIRMAN: -- have any issues with bringing that information over, or do we need to restate it for the quasi-judicial hearing?

MS. CRAWFORD: What I would suggest -- I don't believe there's an issue, but I would suggest just procedurally, that there's a motion to accept and adopt all the prior testimony given today related to that future land use into this hearing.

THE CHAIRMAN: Okay.

MS. CRAWFORD: And then staff would go through their criteria. Mr. Rigby could address the criteria. And that way, technically the evidence for this particular hearing, you'd have all prior testimony, plus anything new they have to add related to the rezoning criteria.

THE CHAIRMAN: Okay. Very good.

MR. RIGBY: And I concur. I think that's

appropriate.

THE CHAIRMAN: We'll go ahead and take care of that at this point.

You've heard the recommendation.

Chair will entertain a motion to include all of the testimony from the LSA case prior heard.

Remember, we did have all of the witnesses and staff members under oath during that portion, and it was transcribed as well, so Chair will entertain a motion to use that as part of this evidence.

MR. FEARS: Make a motion to include.

THE CHAIRMAN: Okay. Thank you, Eric.

Who has a second?

MR. RUSHING: Second.

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Motion carries.

Okay. Mr. Rigby, did you want to present or would you like for the staff to go through their findings and then you can come back and --

MR. RIGBY: I would reserve the right, in case something is said. I don't expect. But otherwise, we would ask that you adopt the county's findings.

And I will just comment, though, on the finding, of course, relating to consistency with the Comprehensive Plan.

So we all understand, it will become consistent with the Comprehensive Plan if the land use change recommended earlier to mixed-use suburban is ultimately approved.

MR. JONES: Agreed.

MR. RIGBY: And I think staff agrees with that. Otherwise, we are in complete concurrence with the staff's recommendation and findings, and it fully supports the request to rezone to LDR.

THE CHAIRMAN: Okay. Ms. Crawford, in some cases where we don't have opposition or members of the public that want to speak on it, we've been able to fast-track by just accepting the staff's findings with that statement, that because we've had so much of the previous testimony, would you think that would be appropriate in this case?

MS. CRAWFORD: I believe that's fine, if the Board wishes to adopt and accept the findings of fact as presented in the written findings, and then the Board could question staff and/or Mr. Rigby if you have any questions about what's been presented in the written documents.

THE CHAIRMAN: Okay. Before we do that, though, I do need to ask: Is there anyone -- there's no one that has signed up to speak on this rezoning from the public.

But like I said, we do give everyone an opportunity to speak, so is there anyone from the public that will be speaking on this rezoning?

(No response.)

THE CHAIRMAN: Okay. Since there's no one from the public here to add testimony or opposed to it, the Chair will entertain a motion to just accept the entire findings from the staff in their written form. That way, John doesn't have to go through and read it all to us again. I think we're all familiar.

MR. RIGBY: Again, let's be sure that we adopt the legal description again that's in the

package, which is the identical legal description, just to be sure we don't have a confusion there. That would be, I believe, the only caveat.

THE CHAIRMAN: Okay. And just in the essence of time, instead of having him read the entire thing again, the only portion that was pointed out was the finding that it is not consistent with the FLU, the future land use, but as Mr. Rigby has already stated, that has to go through the approval process before it can become consistent.

So this is kind of contingent upon that being approved through the process, and that goes both to the Department of Economic Opportunity and through the county process.

MS. CRAWFORD: And that's also noted in the staff's findings, that it will be compatible once that designation is changed.

THE CHAIRMAN: Okay. Thank you. Very good.

So in the essence of time, if you want to keep it rolling, we can entertain a motion.

MR. RUSHING: I'd like to move to accept the findings, the staff's findings of facts, and

also to make sure that the legal name is correct in the record.

THE CHAIRMAN: Okay.

MR. RUSHING: And to go ahead and approve.

THE CHAIRMAN: Motion to accept all the findings, with the noted legal.

Do we have a second?

MR. HOWARD: Second.

THE CHAIRMAN: Thank you, Ed.

All right. Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor, say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

Mr. Rigby, anything that you'd like to add now at this point?

MR. RIGBY: No, sir.

THE CHAIRMAN: Okay. Chair will entertain a motion on case Z-2016-11.

MR. RUSHING: I'd like to make a motion to approve the . . . what was . . .

THE CHAIRMAN: No.

MR. RUSHING: Approve Z-2016-11.
THE CHAIRMAN: Thank you, Mr. Rushing.
I'm sorry. We made a motion to forego having him read all of that into the record and accept the findings.
Now, this is the motion to actually go for approval for the rezoning request.
Do we have a second for this one?
MR. FEARS: Second.
THE CHAIRMAN: Thank you, Mr. Fears.
Any other discussion on this item?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. Motion carries.
(Hearing concluded.)

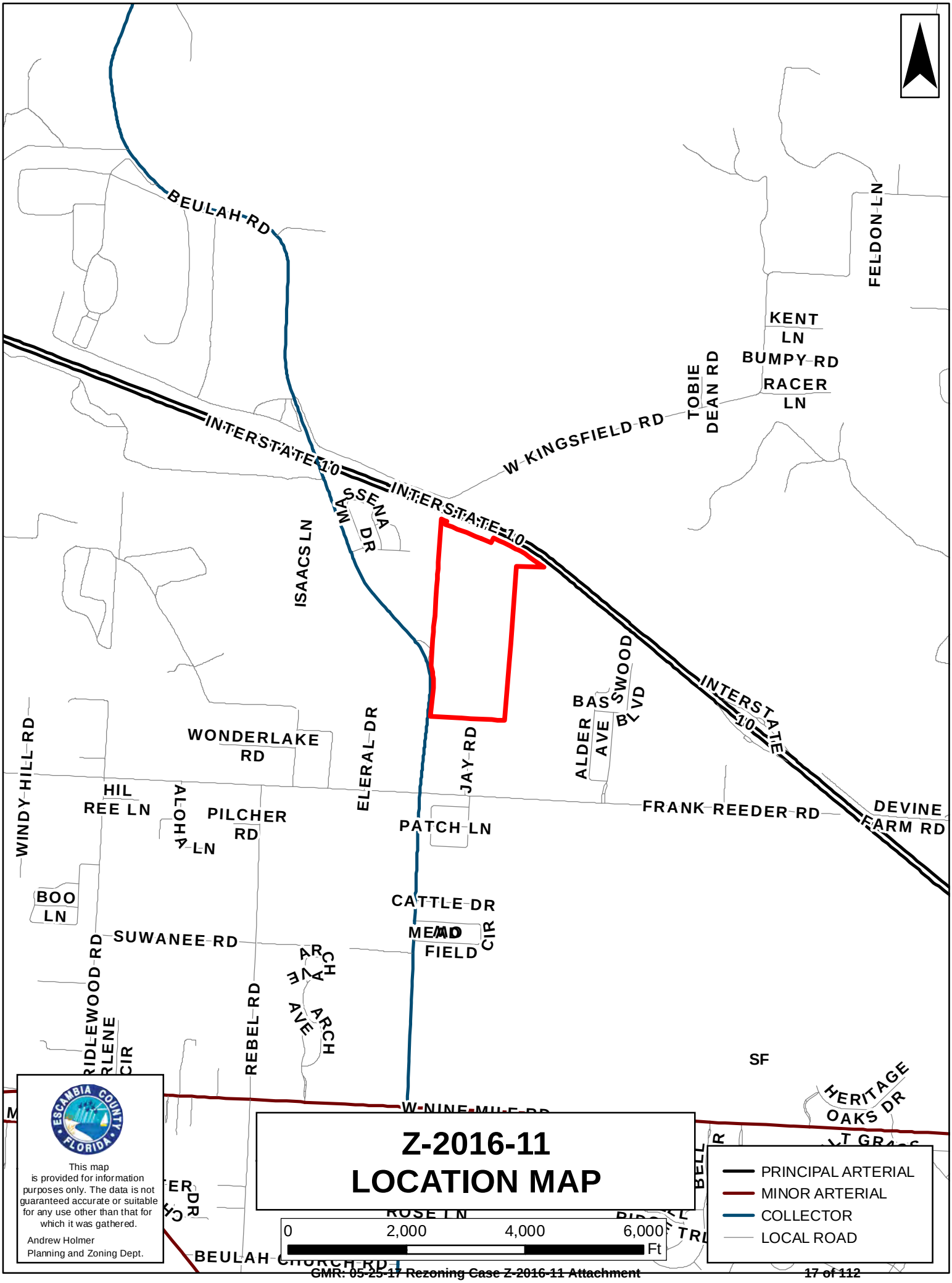
CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter



Z-2016-11
LOCATION MAP

PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

0 2,000 4,000 6,000 Ft

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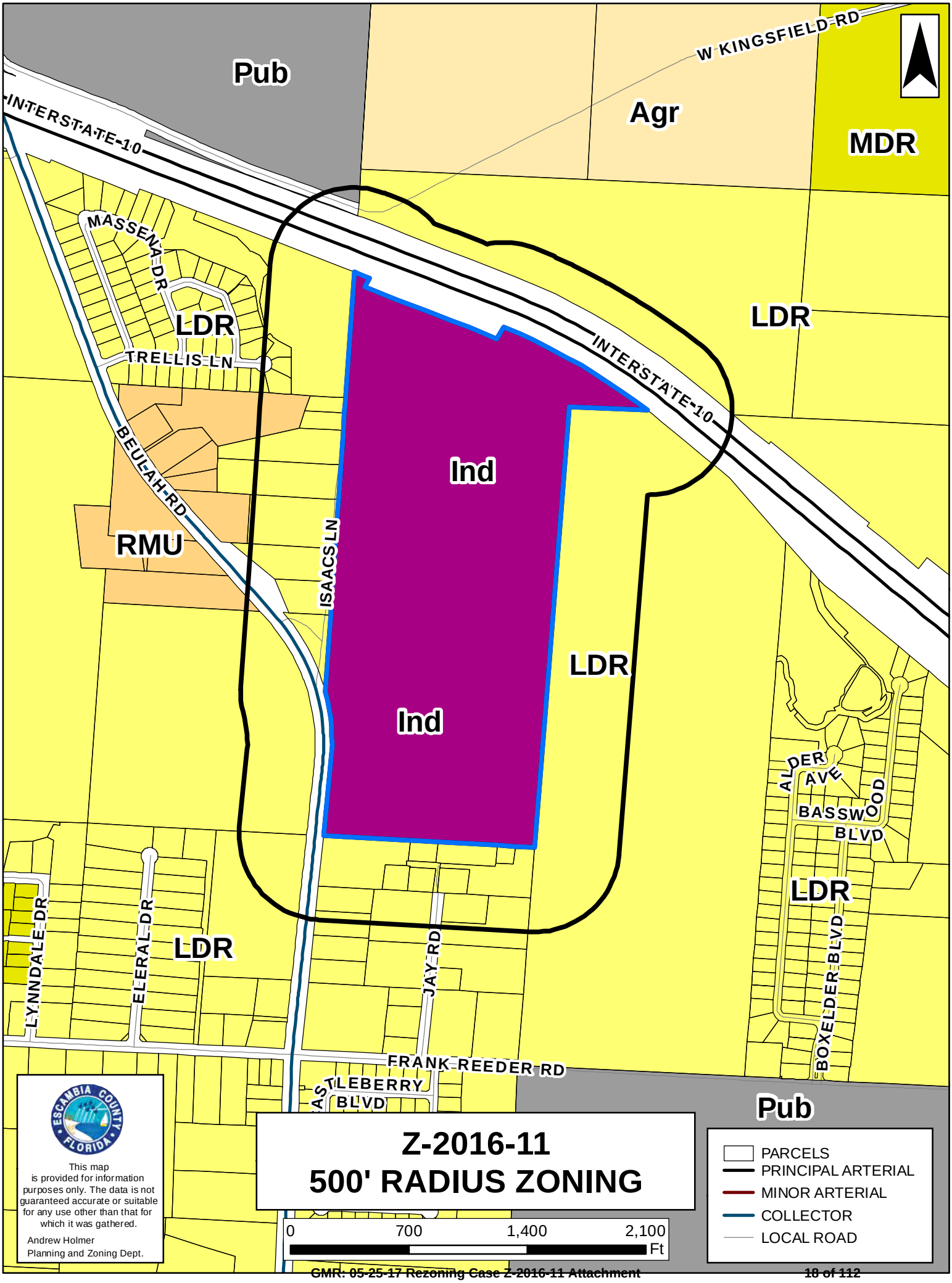
Andrew Holmer
Planning and Zoning Dept.


Pub
Agr
MDR
W KINGSFIELD RD
INTERSTATE-10
MASSENA DR
LDR
TRELLIS LN
LDR
INTERSTATE-10
BEULAH RD
Ind
RMU
ISAACS LN
LDR
Ind
ALDER AVE
BASSWOOD BLVD
LDR
LYNNDALE DR
ELERAL DR
LDR
JAY RD
BOXELDER BLVD
FRANK REEDER RD
ASTLEBERRY BLVD
Pub
ESCAMBIA COUNTY FLORIDA
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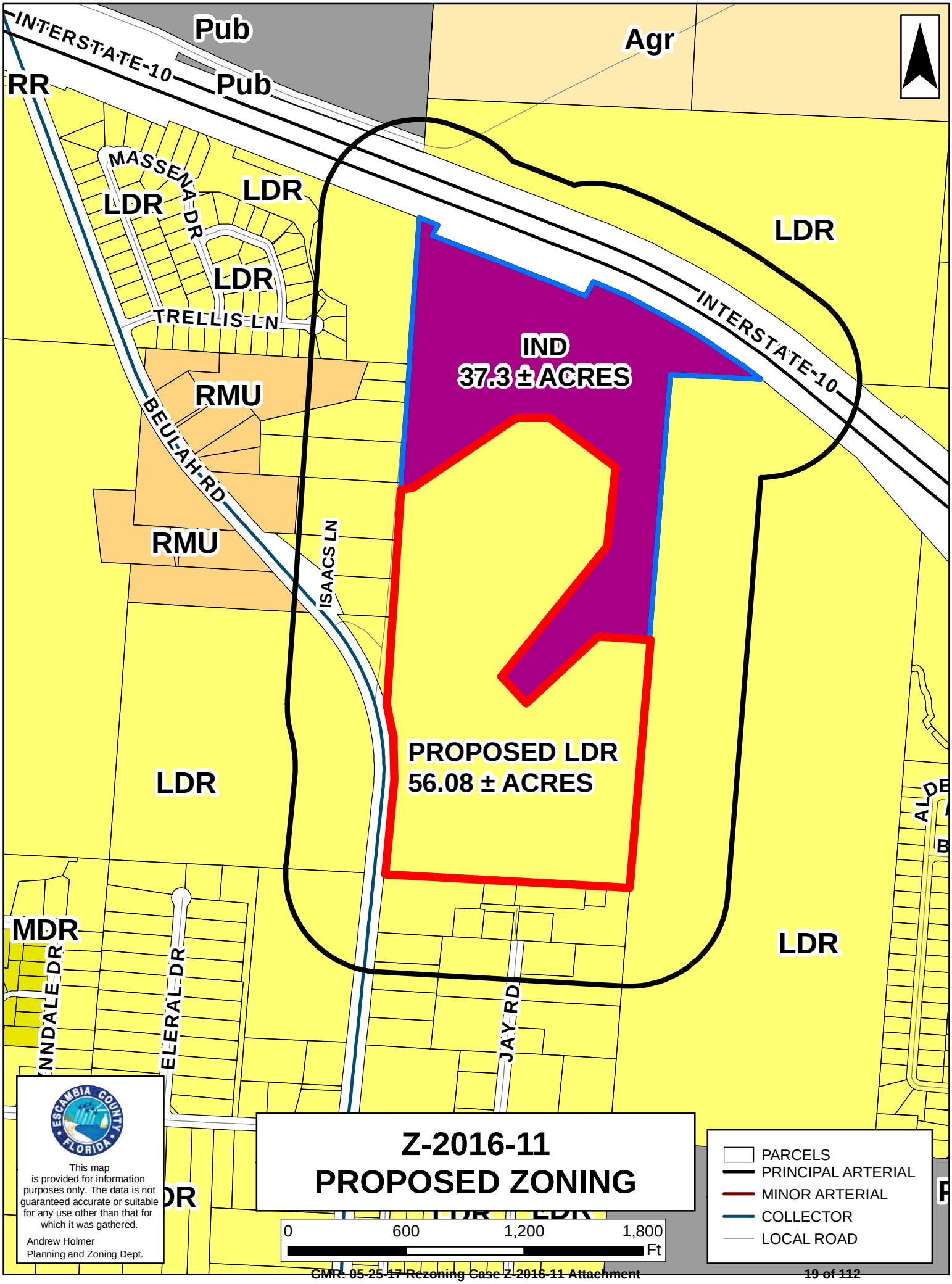
Andrew Holmer
Planning and Zoning Dept.
Z-2016-11
500' RADIUS ZONING
0
700
1,400
2,100
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


INTERSTATE-10
Pub
Pub
Agr
RR
MASSENA DR
LDR
LDR
LDR
LDR
TRELLIS LN
INTERSTATE-10
IND
37.3 ± ACRES
RMU
BEULAH RD
RMU
ISAACS LN
PROPOSED LDR
56.08 ± ACRES
LDR
LDR
MDR
ELERAL DR
JAY RD
LDR
Z-2016-11
PROPOSED ZONING
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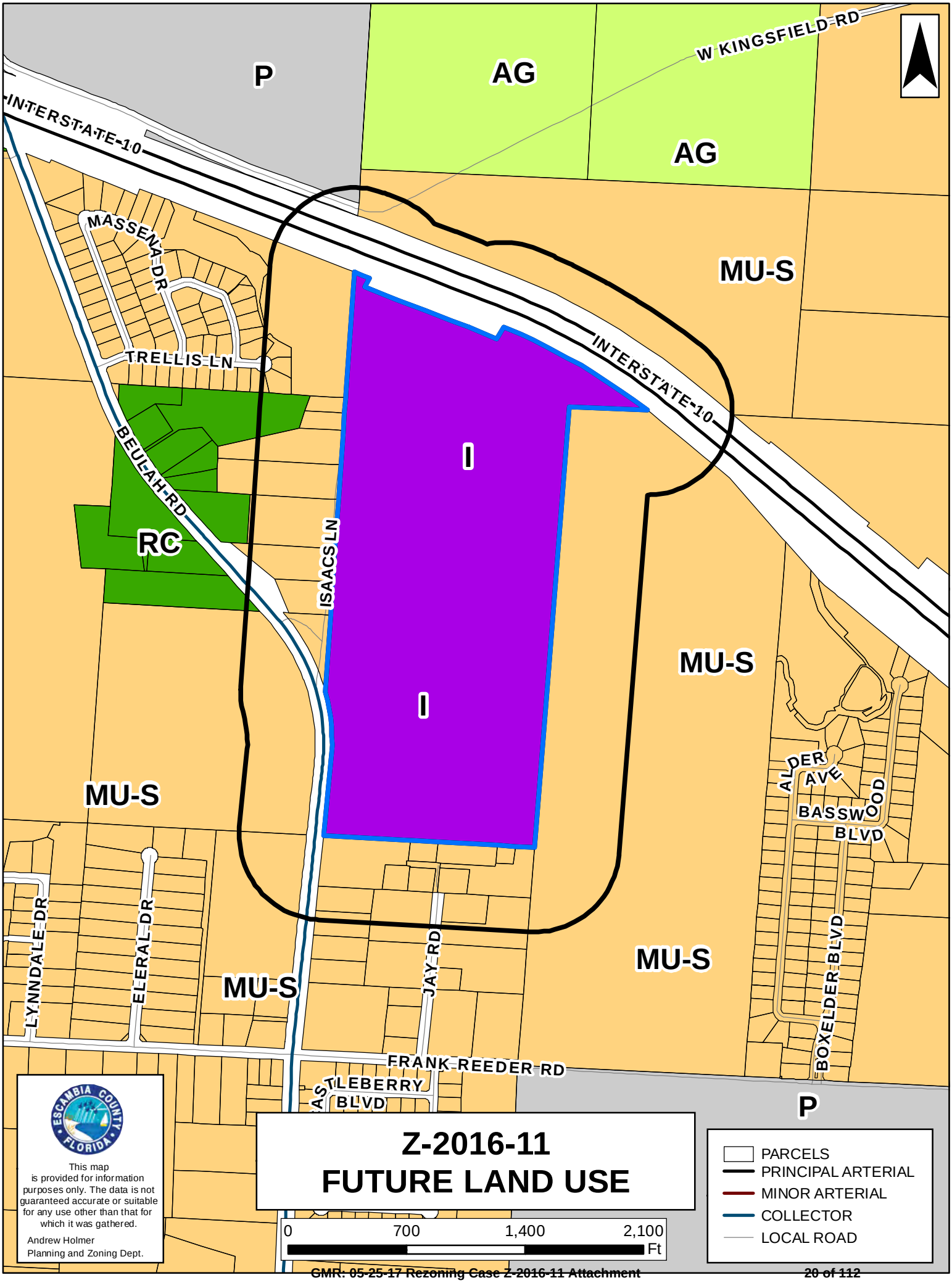
Andrew Holmer
Planning and Zoning Dept.
0
600
1,200
1,800
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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BASSWOOD BLVD
LYNNDALE DR
ELERAL DR
MU-S
JAY RD
MU-S
BOXELDER BLVD
FRANK REEDER RD
ASTLEBERRY BLVD
P
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2016-11
FUTURE LAND USE
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700
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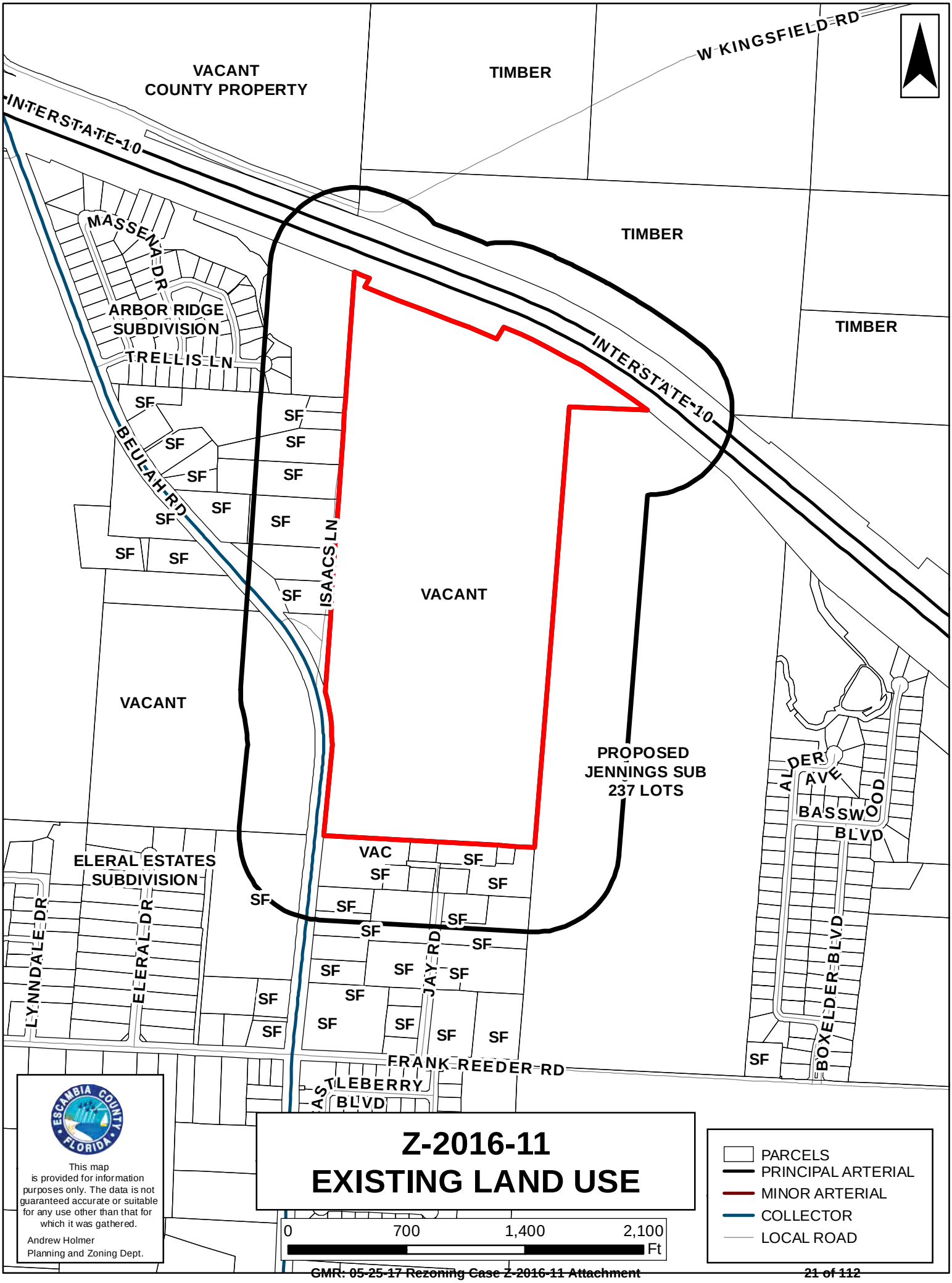
2,100
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Z-2016-11
EXISTING LAND USE

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

0 700 1,400 2,100 Ft

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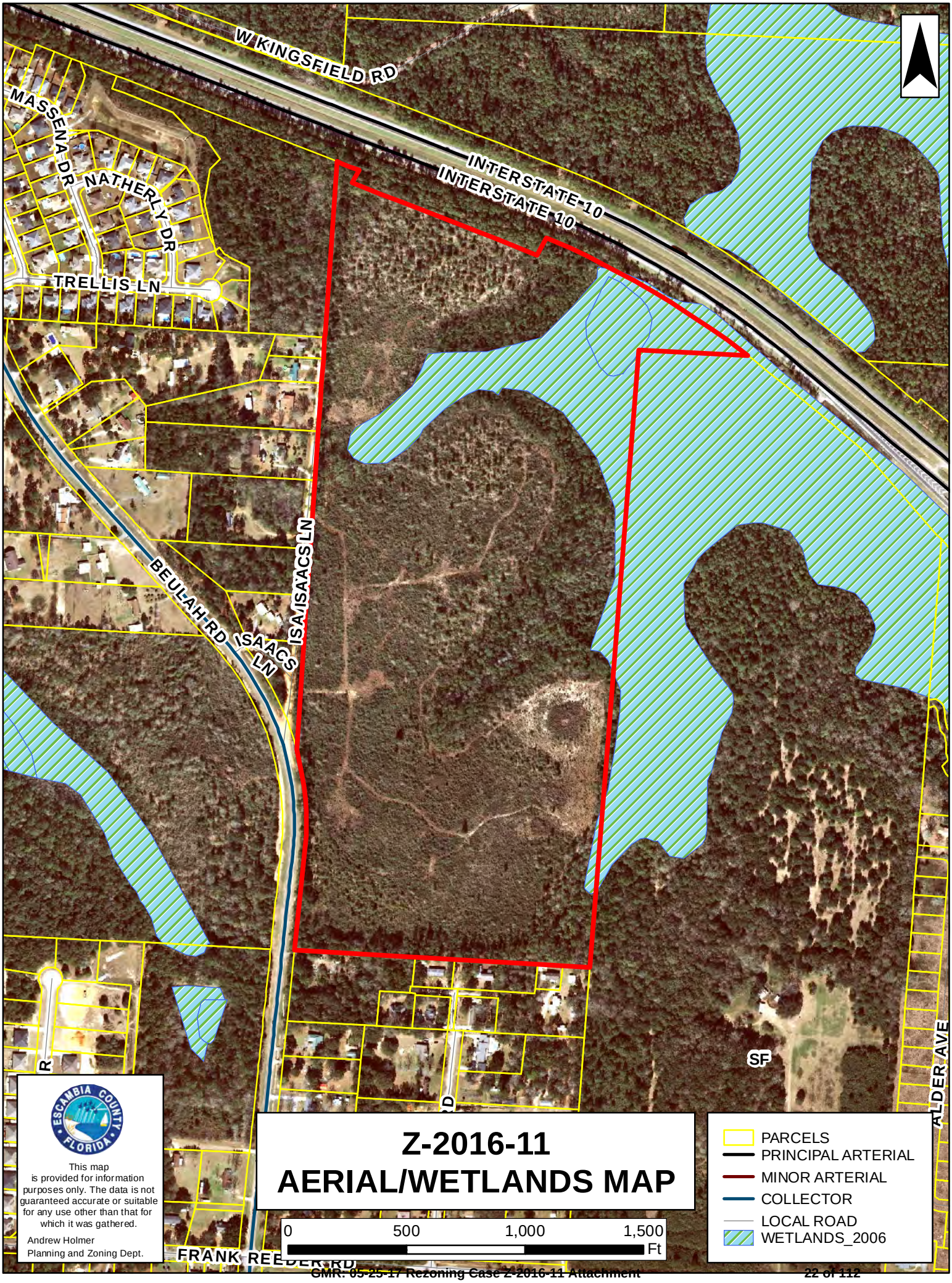
Andrew Holmer
Planning and Zoning Dept.


W KINGSFIELD RD
INTERSTATE 10
INTERSTATE 10
MASSENA DR
NATHERLY DR
TRELLIS LN
BEULAH RD
ISAACS LN
ISAACS LN
SF
ALDER AVE
FRANK REEDER RD
Z-2016-11
AERIAL/WETLANDS MAP
0
500
1,000
1,500
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
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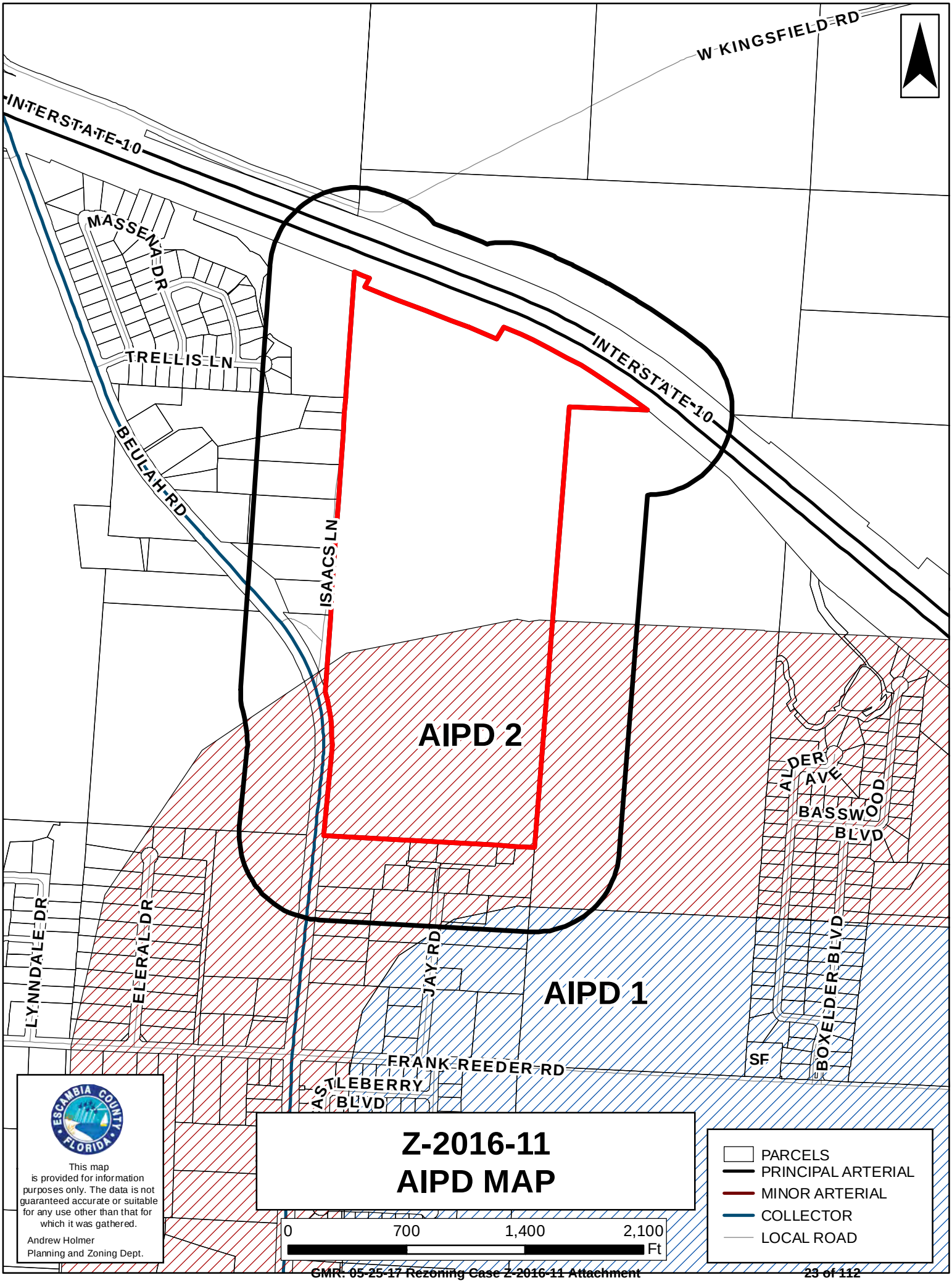
Andrew Holmer
Planning and Zoning Dept.


W KINGSFIELD RD
INTERSTATE-10
MASSENA DR
TRELLIS LN
BEULAH RD
ISAACS LN
INTERSTATE-10
AIPD 2
AIPD 1
ALDER AVE
BASSWOOD BLVD
LYNNDALE DR
ELERAL DR
JAY RD
FRANK REEDER RD
ASTLEBERRY BLVD
BOXELDER BLVD
SF
Z-2016-11
AIPD MAP
0
700
1,400
2,100
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Hearing Sign



Looking North Along Beulah Road



Looking South Along Beulah Road



Looking Northwest Along Beulah Road

CLARK PARTINGTON
ATTORNEYS AT LAW

Jesse W. Rigby
Direct (850) 434-3282
jrigby@clarkpartington.com

January 13, 2017

Hand Delivery
Escambia County Planning Board
Via: Director, Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Re: Application of Briar Ridge, LLC for FLUM Amendment and Rezoning

Dear Planning Board Members:

I represent Briar Ridge, LLC, and will be appearing on the company's behalf at the Planning Board meeting that will consider the referenced application. Forwarded with this cover letter is an Addendum to the Application. The Addendum provides factual information and legal analysis that is both relevant and important. I am providing this Addendum well in advance of the Planning Board hearing so that it can be reviewed by the Planning Board and its legal counsel, and by the Development Services Department staff, prior to the Planning Board hearing.

I encourage your legal counsel and the Development Services Department staff to let me know if there are additional question I should address in advance of the hearing.

Sincerely,

Jesse W. Rigby

JWR\cw
Enclosure
cc: Client
A2477534.DOCX

ADDENDUM; SUPPLEMENTAL INFORMATION FOR
PLANNING BOARD HEARING
ON APPLICATIONS OF BRIAR RIDGE, LLC
LSA 2016-03
REZONING Z-2016-11

Procedural History

The above referenced land use applications came before the Planning Board on December 6, 2016. Briar Ridge's applications had been fully briefed by the Development Services Department. At the beginning of the hearing, a question was raised as to whether the applications had been advertised properly. The issue surfaced because the applications referred to the entire parcel (approximately 93 acres), but the intent of the applications was to change the Future Land Use Map (FLUM) and zoning for less than 60 acres. The decision was made to re-advertise the hearing to reference the correct acreage.

Summary of Additional Factual and Legal Issues that Surfaced After the Planning Board Hearing

After additional review of the Staff analysis for Z-2016-11, the Manager of Briar Ridge, LLC ("Manager"), was made aware of the Staff comment under rezoning criterion (b) that development of the property for residential use would require the dedication of additional right-of-way ("ROW") along Issac Lane. The Staff report referred to dedication of 100 feet, but subsequent discussions with County Engineering and Transportation staff members increased the possible dedication of ROW to 300 feet.

The property subject to the applications is under contract to be sold for use as a subdivision consistent with LDR zoning. The sale price of the property is based on a 110 unit single-family lot subdivision. Loss of 300 feet for future ROW for development of Issac Lane would result in termination of the sale contract.

This problem led to my engagement by Briar Ridge, and then led to two meetings with senior county staff members. The first meeting was in December. The second meeting held in early January included the County Administrator. The first meeting allowed each side to set out their concerns and issues. The second meeting resulted in a detailed discussion of potential county needs and the demonstrable financial impact on Briar Ridge. Legal issues addressed below were also discussed, and in my opinion, both sides have a good understanding and appreciation of the legal issues.

The second meeting was productive, and although the County Administrator and his staff did not state any commitment, we believe the County's position on the issues will be defined prior to the Planning Board hearing.

Relevant Historical Facts

Although I am confident these facts will be described in more detail in the Staff Reports for LSA 2016-03 or Z-2016-11, I am providing a brief recitation of facts in this Addendum.

On December 13, 2007, the County adopted Ordinance 2007-81, which is referred to as the Corridor Preservation Ordinance. A copy of the complete records from the minutes of the BCC adoption is attached as Exhibit BR-1. The Ordinance refers to a ROW requirement for a "beltway" of 300 feet, and at Briar Ridge's first meeting with county staff, the demand for dedication of 300 feet remained on the table, although staff members said that the actual requirement might be less than 300 feet. At the second meeting, members of the County Transportation Department advised the attendees that the actual ROW need would be 104 feet, if the connector between Nine Mile Road and a new I-10 interchange is ever approved and built. We were also advised that a final decision on the interchange and a "beltway" is years away.

Briar Ridge bought the 93 acres from Heron's Forest Development Co. in February 2008. The principals in Heron's Forest provided no notice of the adoption of the Corridor Preservation Ordinance. We have confirmed that the principals—Garrett Walton and Dick Baker—had no knowledge of the adoption of the ordinance. A letter from Garrett and Dick is attached as Exhibit BR-2.

The Manager knew that the title insurance policy issued in 2008 did not disclose the County's Corridor Preservation Ordinance. To confirm whether this lack of information was a title insurance issue, in December 2016 Briar Ridge obtained an Ownership and Encumbrances report from Westcor Title. A copy of the cover letter to the O & E report is attached as Exhibit BR-3 (complete report of 142 pages is available). The easements of record found by Westcor are in favor of Gulf Power. Westcor did not find any reference in the Official Records of the County that would have provided notice to Briar Ridge that the Corridor Preservation Ordinance was imposed on its property.

Based on our investigation, our conclusion is that the County failure to record and index the Corridor Preservation Ordinance in the Official Records of the County, and the failure to give actual notice to the property owner, resulted in potential significant financial harm to Briar Ridge, depending on how the County responds to the pending requests for land use changes.

It would have been easy to give the owners of the Briar Ridge property constructive notice of the potential impact on the property. The first legal description in Ordinance 2007-81 of the property subjected to the corridor preservation includes <u>all of the Briar Ridge property</u>, plus some additional property. The land subjected to the "preservation" is not just 300 feet, but all 93 acres.

In an effort to provide the Planning Board with full disclosure, I have determined that the potential impact of Ordinance 2007-81 was raised by county transportation planners at the

Planning Board hearing in 2014 that resulted in the change of the FLU for the property from MU-S to Industrial (LSA 2014-02) and the zoning from VAG-2 (1 unit per 5 acres) to ID-2 (Z-2014-12). Mr. Bolley ("Bo") Johnson, Manager of Briar Ridge, was not made aware of the discussion, and so this potential issue did not come to his attention until December 2016.

The most important information we can glean from the 2014 land use change hearings is that the County did not object to either the change in FLU from MU-S to Industrial, or the zoning change from VAG-2 to ID-2, although this undoubtedly increased the fair market value of the Briar Ridge property.

Another "fact" identified by County staff is that Issac Lane is a county maintained dirt road that is within the scope and coverage of Fla. Stat. 95.361. This statute has the effect of conveying fee simple title to the County of the county maintained portion of Issac Lane, subject to the county complying with procedural requirements. The exact width of the available (existing) ROW is believed by county staff to be between 20 and 29 feet. Therefore, the County has access today to at least 20 of the 104 feet needed, without cost to the county.

Adverse Impact on Briar Ridge if Forced to Donate 104 Feet ROW to the County

The sale contract is based on sale of the 56 acres for use as a residential subdivision of 110 single-family lots. This subdivision layout provides for a setback from the property boundary of 50 feet. Briar Ridge told the County Administrator that it will donate to the County this 50 feet, at no cost, upon final adoption of ordinances changing the FLU and zoning as requested. This donation will apply to the portion of the Briar Ridge property that abuts the 56 acres subject to the land use changes.

Dedication of the County of more than 50 feet would eliminate the western most row of lots from the current layout, resulting in a loss of 36 lots. The buyer has said it would consider developing the property at 74 lots, but only after a price reduction of $750,000. Therefore, at present the best available information is that the financial impact on Briar Ridge is $750,000.

Relevant Legal Analysis if the County Required Dedication of ROW as Consideration to Grant the FLUM Change to MU-S or the Rezoning to LDR

This submission is not intended to be a detailed legal analysis of the constitutional law issues. Ms. Meredith Crawford is aware, at least generally, of my position on this topic, and I am confident she will let the Planning Board know if there is a disagreement as to the relevant legal principles. The Florida and U. S. Supreme Court decisions on the subject being addressed are generally consistent.

In constitutional law cases, the requirement/demand by a local government that either a property owner or a developer dedicate, or donate, land in return for obtaining some form of land use approval, is commonly referred to as an "exaction." Up to a certain threshold, an "exaction" is constitutionally permissible, and is present in many subdivision developments. A

requirement that an owner or developer donate land and install vehicle turn lanes and deceleration or acceleration traffic lanes is a common "exaction" that typically does not run afoul of constitutional prohibitions forbidding the taking of private property without the payment of "just compensation."

Although the body of federal and state case law is much broader than described in this Addendum, two of the more important cases are summarized below.

In *Nollan v. California Coastal Commission,* 483 U. S. 825 (1980), the U. S. Supreme Court held that with respect to a discretionary decision by a local government to issue a permit, the government can impose a condition on issuance of the permit (an exaction), without effecting a taking of property requiring the payment of "just compensation," if the condition "serves the same governmental purpose as the development ban." For example, the exaction of land from the property owner to use for a turn lane into a subdivision protects the public by reducing the danger to the public of motorists slowing down to turn into a new subdivision.

In *Dolan v. City of Tigard*, 512 U. S. 374 (1994), the Court held that for the *Nollan* exaction to be constitutional, there must be a "rough proportionality" between the condition (exaction) imposed and the impact of the proposed development. For example, the use of private land for a turn lane is roughly proportional to the impact of the subdivision, in most cases. However, the constitutionality might be in question if the turn lane is required to serve only a 5 lot subdivision.

The purpose behind these constitutional doctrines is to prevent government from forcing an individual property owner to bear financial burdens that should be borne by the public as a whole.

The importance of these cases to the Briar Ridge applications is that a required exaction (required dedication of 104 feet for ROW along Issac Lane would NOT have rational proportionality or relationship to the impact of the proposed development of the property. Instead, the purpose of the exaction by the County would be as stated in the staff report to the BCC for the adoption of Ordinance 2007-81. "This will alleviate negative impacts to future development or future roadway project cost. This Ordinance will also allow Escambia County to be more competitive for future Federal and State grants based on criteria created in 2006." Said more directly, if the County can prevent development and require dedication of the property, the cost of acquiring private property for a public purpose by use of eminent domain will be greatly reduced. This approach has been soundly condemned by the courts in two significant cases.

In *Joint Ventures v. Fla. Dept. of Transportation*, 563 So. 2d 622 (Fla. 1990), the Florida Supreme Court declared invalid a Florida statute that allowed DOT to file a "map of reservation" in public records; thereby prohibiting the issuance of building permits. The land at issue was needed by DOT for a stormwater facility to be built in conjunction with widening a highway. The recorded map of reservation imposed a setback from the centerline of a roadway, and

within this setback permits could not be issued for development of the property. The purpose of the map was to prevent the development of property that might be needed in the future. Development of the property would make the property more expensive when the State was ready to acquire the property by eminent domain. The map of reservation statute was held to be invalid as a violation of the United States and Florida constitutions because it was an impermissible taking of private property without the payment of just compensation.

After *Joint Ventures*, FDOT shifted its pressure to local governments and asked them to act to preserve potential future ROW from development. The result was the adoption of ordinances by some local governments, like the adoption by Escambia County of Ordinance 2007-81, where the intent was to prevent land use changes within designated transportation corridor preservation areas; where the land use changes would potentially increase the future cost of acquiring the land by eminent domain. Probably the most notorious of these county ordinances was adopted in 2006 by Pasco County. A federal district judge described the Pasco scheme in the following manner, before declaring the ordinance unconstitutional.

> Preferring to avoid the payment of "just compensation" after acquiring the necessary land by eminent domain, Pasco County has hatched a novel and effective but constitutionally problematic idea, a most uncommon regulatory regime that is crowned by Pasco County's "Right of Way Preservation Ordinance." The unremarkable part of the regime designates new "transportation corridors," which expand certain Pasco County highways.
>
> For most landowners, whose land is encroached by the transportation corridor but who have no plans to develop the land adjacent to the encroached land, no immediate consequence (and no constitutional jeopardy) occurs; Pasco County will take the expanded right-of-way -- when needed -- by eminent domain and will pay "just compensation" as determined by a jury in a Pasco County circuit court.
>
> The remarkable part of the regime and the constitutional mischief appear in the instance of a landowner whose land is encroached by the new transportation corridor but who plans to develop the remaining land, which adjoins the encroachment. The Ordinance requires Pasco County to deny the landowner's development permit and to forbid development of the land adjoining the new transportation corridor unless the landowner "dedicates" (conveys in fee simple) to Pasco County -- for free -- the land within the new transportation corridor. In other words, to avoid the nettlesome payment of "just compensation," the Ordinance empowers Pasco County to purposefully leverage the permitting power to compel a landowner to dedicate land encroached by a transportation corridor. In Pasco County, if there is no free dedication, there is no permit.

> As the Pasco County Attorney proudly declares, "The right of way preservation ordinance drafted and defended by this office (which is one of only a few in the state) saves the County millions of dollars each year in right of way acquisition costs, business damages and severance damages." The bully result is effected by threatening to deny every proposed new use of private land, from medical clinic to beauty parlor, from restaurant to bait shop, and by coercing everyone, great and small, rich and poor, popular and unpopular, unless the landowner completes the mandatory "voluntary" dedication of real estate.

Hillcrest Property, LLP v. Pasco County, 939 F.Supp 2d 1240 (M.D. Fla. 2013).

Escambia County's Ordinance 2007-81 is not equivalent to the bold "land grab" of the Pasco ordinance; but it suffers from the same constitutional infirmity if the County actually imposes a requirement that Briar Ridge donate land, at no cost to the county.

The buyer of the Briar Ridge property built a 50 foot setback into its proposed development. Based on this action, Briar Ridge told the County Administrator that it will donate this 50 foot strip in fee simple to the County, and at no cost, if the future land use and rezoning is approved. This runs along the boundary of the 56 acres subject to the application.

We submit there is no lawful objection to the requested future land use and rezoning applications. The County submitted its staff reports for the December Planning Board hearings. The reports are of record and no facts have changed since that submission by the County. A decision by the County to now recommend denial of either application would demonstrate that the County is seeking to go down the forbidden path taken by Pasco County.

A2477285.DOCX

Exhibit BR-1

THE DOCUMENT WAS RECEIVED AND SHOWN ON PAGES 15-20.

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

ORDINANCE ADOPTED AT THE 8:48 AM PUBLIC HEARING WHICH HAS NOT YET BEEN RETURNED FROM THE FLORIDA DEPARTMENT OF STATE

Exh BR-1

BCC Special Session: 12-13-2007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Planning and Engineering

FROM: T. Lloyd Kerr, AICP, Director

DATE: December 10, 2007

ISSUE: **8:48 am Thursday, December 13, 2007 Public Hearing**
Comprehensive Plan Amendment (CPA 2007-02D)

RECOMMENDATION:

That the Board review and adopt the following:

Comprehensive Plan Amendment, **CPA 2007-02D Transportation Corridor Preservation Ordinance**, composed of a draft ordinance and attachments herein, to amend Part II of The Escambia County Code of Ordinances (1999), The Escambia County Comprehensive Plan, as amended; amending portions thereof as follows:

Comprehensive Plan text amendment, amending Chapter 8, "Transportation Element" providing for references to the protection of transportation corridors.

BACKGROUND:

In establishing the Twenty Year "Cost Feasible" Plan, the Florida Department of Transportation (FDOT) and the FL-AL Transportation Planning Organization (TPO) have requested local governments implement measures to ensure roadway projects remain "cost feasible".

The primary concerns, based on past roadway capacity projects, are that local governments reduce the impact of development adjacent to a future corridor improvement projects and reduce land use intensities which may increase the cost of needed right-of-way. Both concerns have and will continue to add a substantial cost to planned projects prior to construction.

This Ordinance, by intent, is to ensure that future development and future roadway projects do not conflict with each other in order to meet future Transportation Level of Service demands. This will alleviate negative impacts to future development or future roadway project cost. This Ordinance will also allow Escambia County to be more competitive for future Federal and State grants based on criteria created in 2006.

The transmittal hearing was held August 2, 2007 where the amendment and ordinance were approved by the BCC and forwarded to DCA. County staff received the DCA

8:48 a.m. PH

Objection, Recommendation and Comments Report on October 24, 2007. Staff is recommending adoption of the ordinance with no changes.

This is part of the second of the two Comprehensive Plan Amendment packages allowed by Florida Statute for the Year 2007.

BUDGETARY IMPACT:

No budgetary impacts are expected by the approval of this amendment.

LEGAL CONSIDERATION/SIGN-OFF:

The attached ordinance was reviewed and approved for legal sufficiency by Alison P. Rogers, Deputy County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are anticipated for the implementation of this amendment.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The amendment is consistent with State Statutes (F.S. 163.3161 through 163.3215), Florida Administrative Code 9J-5 and with the Board's goal " to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION REQUIREMENTS:

Following adoption public hearings and upon recommended approval by the Planning Board and Board of County Commissioners the amendment will be returned to DCA for approval. Upon approval, DCA will issue a Notice of Intent to find In Compliance, at which time the ordinance will be forwarded to the Municipal Code Corporation for codification in the Official Comprehensive Plan of Escambia County.

8:48 a.m. PH

COORDINATION WITH OTHER AGENCIES/PERSONS:

The proposed amendments were prepared in cooperation with the County Attorney's Office, the Planning and Engineering Department, Office of Transportation and Traffic Operations, and interested citizens. Planning & Engineering will insure proper advertisement.

TLK:eap

Attachments:

c: Janet Lander, County Attorney

CONCUR:
Robert R. McLaughlin, Interim County Administrator

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\BCC 12-13-07 Recommendation.doc

8:48 a.m. PH

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2007-02 Transportation Corridor Preservation BCC Ordinance

Date: 12/04/07

Date requested back by: 12/06/07

Requested by: Eva Peterson

Phone Number: 595-3118

(LEGAL USE ONLY)

Legal Review by Allson Perdue Rogers, Deputy County Attorney

Date Received: 12/04/07

XX Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

8:48 a.m. PH

ORDINANCE 2007-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida as follows:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out, in the Local Government Comprehensive Plan and Land Development Regulation Act, sections 163.3161 through 163.3215, Fla. Stat. and Chapter 9J-5, Florida Administrative Code.

Section 2. Title of Comprehensive Plan Amendment.

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled "Comprehensive Plan Amendment 2007-02D - Transportation Corridor Preservation."

Section 3. Changes to the Escambia County Comprehensive Plan.

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as Amended, is further amended as set forth hereto and made part hereof to include changes as follows:

OBJECTIVE 8.A.4: <u>TRANSPORTATION CORRIDOR AND</u> RIGHT-OF-WAY PROTECTION

Continually, the county shall provide for the protection of <u>proposed transportation corridors as well as</u> existing and future rights-of-way from encroachment by including appropriate regulations within the LDC (reference

Policy 7.A.1.1) and implementing Policies 8.A.4.1 through ~~8.A.4.3~~ 8.A.4.4 among others.

Policy 8.A.4.1: Rezonings and Zoning Setback Enforcement

The county shall continue to enforce its zoning ordinance and include said ordinance within the LDC. Note: The zoning ordinance contains setback provisions, which will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachment ~~in the "zoned" areas of the county~~. The County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs. Prior to completion of a Project Development and Environmental Impact (PD&E) study for a capacity improvement project, standard right-of-way will be considered as follows:

Major Collectors	80'
Major Arterials	125'
Beltways	300'

Policy 8.A.4.2: Right-of-Way Protection for Existing and Planned Roadways

The county shall require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

Policy 8.A.4.3: Scenic Roadways

Because of their unique scenic character, and related historic and tourist significance, Scenic Highway (SR-10A) and Perdido Key Drive (SR 292) are

designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of special sign controls in the LDC.

Policy 8.A.4.4: Proposed Transportation Corridors

The County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted Transportation Planning Organization's "Cost Feasible Plan", the proposed or adopted County Capital Improvement Plan or in any proposed or adopted DRI or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

8:48 a.m. PH

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. EFFECTIVE DATE.

This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

8:48 a.m. PH

EXHIBIT A

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

8:48 a.m. PH

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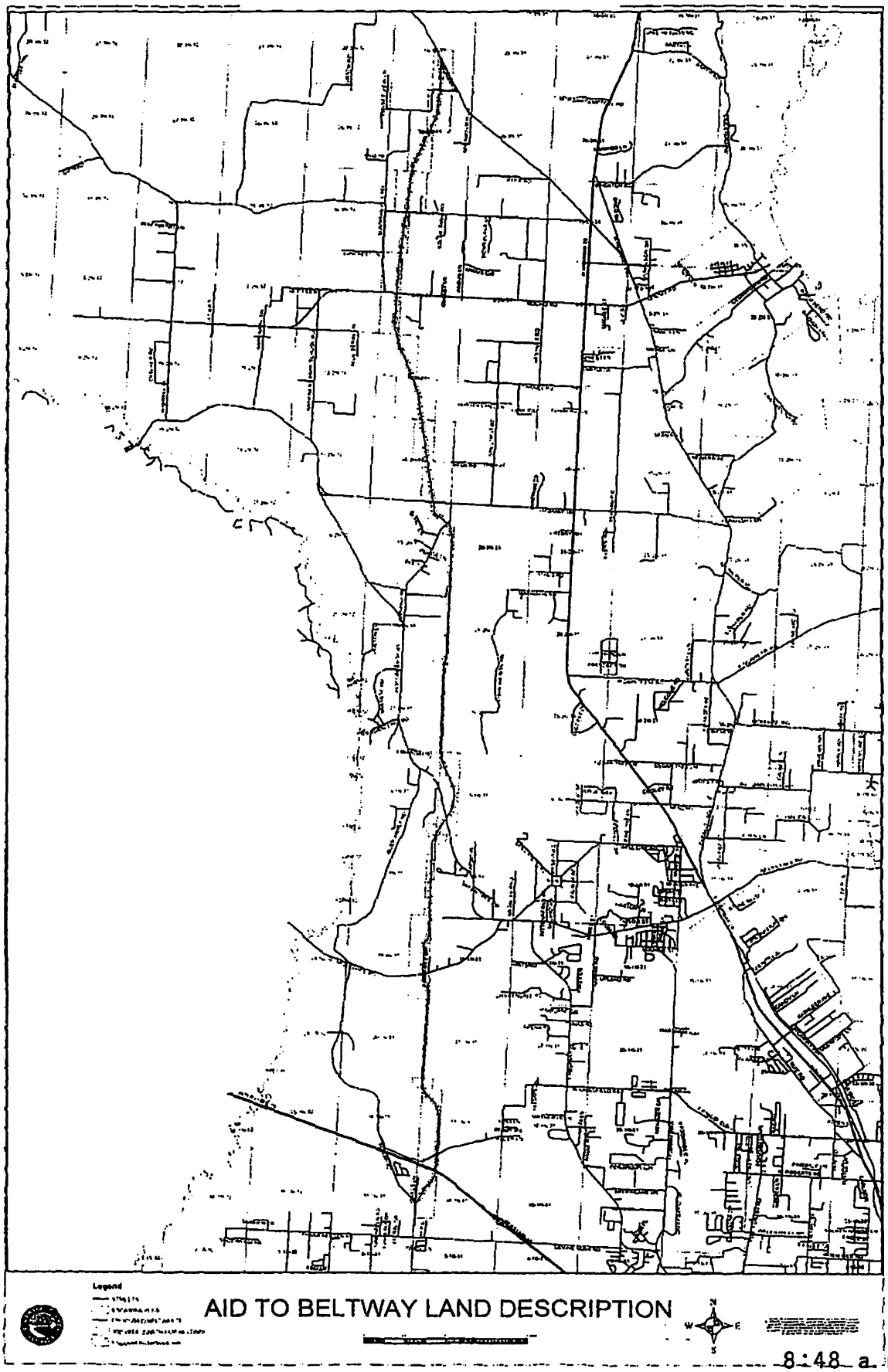

8:48 a.m. PH

EXHIBIT B

The following describes potential East/West corridors to the proposed beltway protected areas for the construction of access to the proposed beltway:

KINGSFIELD ROAD EXTENSION

The south 50 feet of the west one-half of the west one-half of Section 22, Township 1 North, Range 31 West and the north 50 feet of the west one-half of the west one-half of Section 30, Township 1 North, Range 31 West. The south 50 feet of the south one half of Section 21, Township 1 North, Range 31 West, and the north 50 feet of the north one-half of Section 31, Township 1 North, Range 31 West.

WELL LINE ROAD EXTENSION

The south one-half of the south one-half of sections 4 and 5, Township 1 North, Range 31 West, less and except the south 820 feet of the south one-half of the south one-half of said section 5 and less and except the south 820 feet of the west one-half of the west one-half of said section 4.

QUINTETTE ROAD EXTENSION

The south 50 feet of the south one-half of the south one-half of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the north one-half of Section 33, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 33. The south 50 feet of the southeast quarter of Section 29, Township 2 North, Range 31 West and the south one-half of the southeast quarter of the southwest quarter and the south one-half of the southwest quarter of the southwest quarter of said section 29.

EXISTING MATHISON ROAD

The south 50 feet of the southwest quarter of Section 21, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 21. The north 50 feet of the northwest quarter of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the northeast quarter of the northeast quarter of Section 29, Township 2 North, Range 31 West and the south 50 feet of the south one-half of the southeast quarter of the southeast quarter of Section 20, Township 2 North, Range 31 West.

EXISTING MOLINO ROAD

Beginning at the westerly right of way of US Highway 29, the south 50 feet of the south one-half of the south one-half of the northwest quarter of Section 4, Township 2 North, Range 31 West and the north 50 feet of the north one-half of the north one-half of the southwest quarter of said section 4. The south 50 feet of the north one-half of Section 5, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 5. The south 50 feet of the north one-half of Section 6, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 6, less and except the west one-half of the west one-half of Section 6, Township 2 North, Range 31 West.

8:48 a.m. PH

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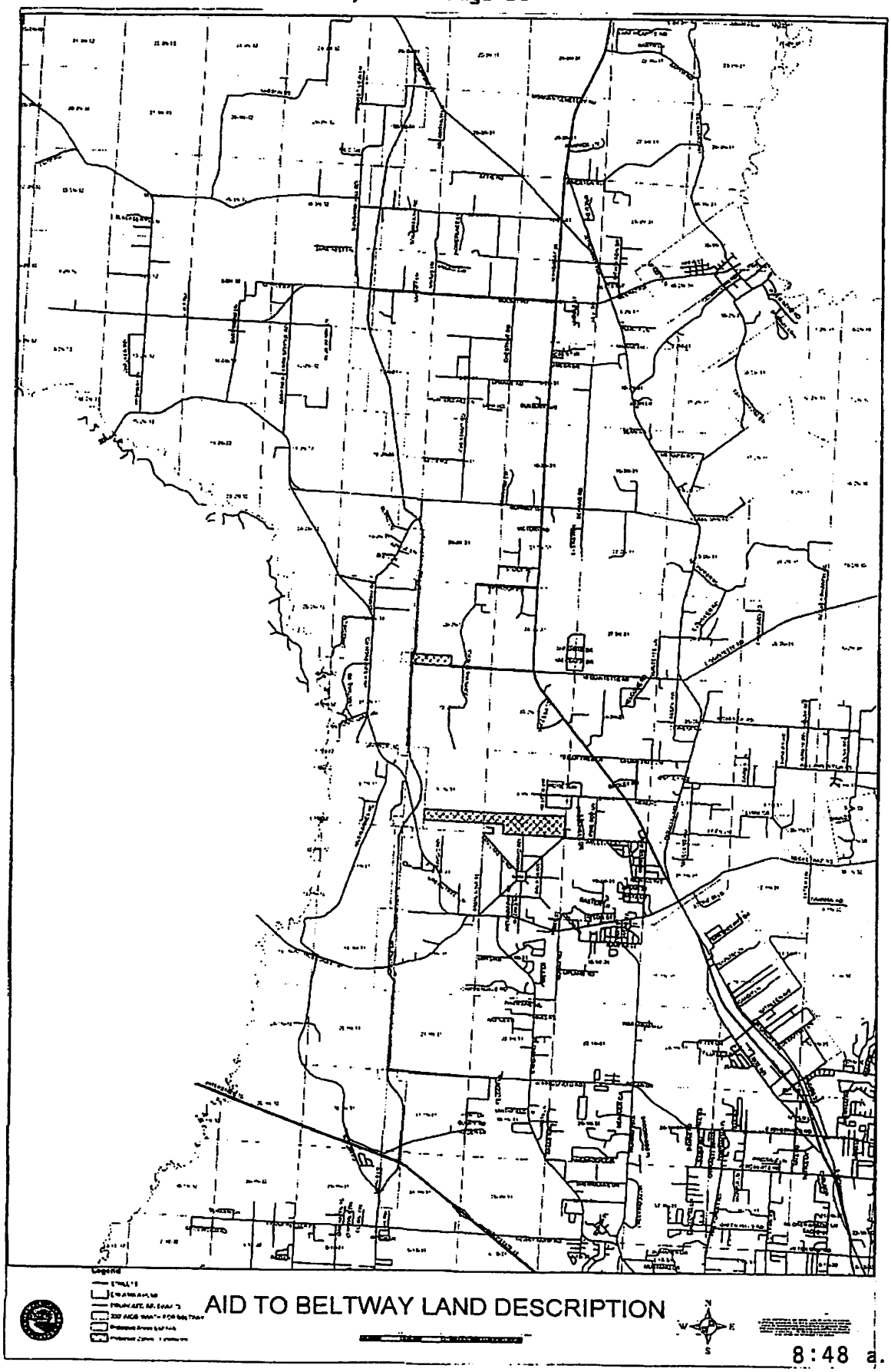

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Escambia County
Clerk's Original
12/13/2007 8:48am PH

ORDINANCE 2007-81

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 12/17/2007 Verified By: Dfpuiu

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

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Continually, the county shall provide for the protection of <u>proposed transportation corridors as well as</u> existing and future rights-of-way from encroachment by including appropriate regulations within the LDC (reference

Policy 7.A.1.1) and implementing Policies 8.A.4.1 through ~~8.A.4.3~~ 8.A.4.4 among others.

Policy 8.A.4.1: Rezonings and Zoning Setback Enforcement

The county shall continue to enforce its zoning ordinance and include said ordinance within the LDC. Note: The zoning ordinance contains setback provisions, which will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachment ~~in the "zoned" areas of the county~~. The County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs. Prior to completion of a Project Development and Environmental Impact (PD&E) study for a capacity improvement project, standard right-of-way will be considered as follows:

Major Collectors	80'
Major Arterials	125'
Beltways	300'

Policy 8.A.4.2: Right-of-Way Protection for Existing and Planned Roadways

The county shall require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

Policy 8.A.4.3: Scenic Roadways

Because of their unique scenic character, and related historic and tourist significance, Scenic Highway (SR-10A) and Perdido Key Drive (SR 292) are

designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of special sign controls in the LDC.

Policy 8.A.4.4: Proposed Transportation Corridors

The County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted Transportation Planning Organization's "Cost Feasible Plan", the proposed or adopted County Capital Improvement Plan or in any proposed or adopted DRI or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. EFFECTIVE DATE.

This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this 13th day of December, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency
By _____
Title Deputy County Attorney
Date 12/14/07

ENACTED: December 13, 2007
FILED WITH DEPARTMENT OF STATE: December 19, 2007
EFFECTIVE: See Section 6.

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

Exhibit BR-2

GARRETT W. WALTON
2605 Semoran Drive
Pensacola, Florida 32503
garrett@heronsforest.com
(850) 554-6016

January 5, 2017

Briar Ridge, LLC
Attn: Bo Johnson
201 East Government Street, Suite #20
Pensacola, Florida 32502

Re: Beulah property

Dear Bo,

This letter is in reference to a tract of land in Section 34, Township 1 North, Range 31 West, Escambia County that Herons Forest Development Company (which is now dissolved, but was active at all times pertinent to the matter at hand, and the undersigned were it's only officers, directors and shareholders at that time) conveyed to Briar Ridge, LLC, on February 8, 2008, by instrument recorded in O.R. Book 6285, Page 1699, of the Public Records od Escambia County (the "Subject Property").

Neither of us has any recollection of any notice, letter or other communication of any kind from Escambia County, or any Escambia County official or employee, concerning the Subject Property relating to a rezoning, taking, condemnation, imposition of an easement or reservation, regulation of use, or similar prior to the conveyance detailed above. Further, being in the real estate business, both of us were always attentive to communications and regulations from local governments. Let there be no doubt that any communication from Escambia County about any changed land use regulation of the Subject Property would have been memorable, and not overlooked or forgotten.

Either, or both, of us will be pleased to answer any further questions you or others might have concerning this matter.

Sincerely,

Richard R. Baker

Richard R. Baker
dick@heronsforest.com
(850) 554-0600

Garrett W. Walton

Exh BR-2

Exhibit BR-3

Westcor Land Title

INSURANCE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

SEARCH NO. 16-62675

AGENT NO. FL1030

THE ATTACHED REPORT IS ISSUED TO EDSEL F. MATTHEWS, JR. P.A. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY WESTCOR LAND TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP AND ENCUMBRANCE REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE SUM OF $1,000.00

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages and judgments recorded in the Official Records Books of **Escambia** County, Florida that appear to encumber the title to said land. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity of sufficiency of any document attached, or is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership and Encumbrance Report and the documents attached hereto.

Period searched: From **09/18/2006 to 12/21/2016 @ 08:00 AM**

The land referred to herein is described as follows:

All that portion of the following described property lying Southerly of Interstate 10 right-of-way; the North 1/2 of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4, all being in Section 34, Township 1 North, Range 31 West, Escambia County, Florida. LESS AND EXCEPT Road right-of-way for State Road 99 as recorded in Official Records Book 492, Page 764, of the Public Records of Escambia County, Florida.

Westcor Land Title Insurance Company

Telephone #**(866) 200-3366**

Dated: **December 22, 2016**

DOCUMENT APPROVED "JUNE 18, 1993", BY THE INSURANCE DEPARTMENT OF THE STATE OF FLORIDA

Exh BR-3

OWNERSHIP AND ENCUMBRANCE REPORT

Plant Order #. **16-62675**

Record Title appears to be vested in:

Briar Ridge, LLC

by virtue of the following:

Warranty Deed recorded in Official Records Book 6285, Page 1699, of the Public Records of Escambia County, Florida.

Ad Valorem taxes appear to be paid through the year **2016**

Encumbrances:

1. Payment of any special lien/assessments imposed by City, County, and/or State.

   NOTE: This County may have special lien/assessments imposed by the local municipality. These lien/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The municipality which governs subject property must be contacted to verify payment status.

2. Mortgage from **Briar Ridge, LLC** to **Whitney National Bank**, recorded **02/11/2008**, in Official Records Book **6285**, Page **1701**, of the Public Records of Escambia County, Florida, given to secure the original principal sum of **$960,000.00,** together with Assignment of Rents recorded in Official Records Book 6285, Page 1717, Assignment of Mortgage recorded in Official Records Book 7025, Page 620, Modifications recorded in Official Records Book 6577, Page 1233, 6577, Page 539, 7028, Page 191, 7202, Page 632, 7391, Page 1337 and 7570, Page 1373.

3. Easements recorded in Official Records Book 7587, Page 58, 373, Page 243 and 2873, Page 767.

4. Settlement Agreement recorded in Official Records Book 5796, Page 533, Correction to Agreement recorded in Official Records Book 6246, Page 1563, Partial Assignment of Agreement recorded in Official Records Book 6628, Page 957 and Amendment to Settlement Agreement recorded in Official Records Book 7015, Page 468.

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**
   - **A. Property Owner/Applicant:** BRIAR RIDGE LLC
     Mailing Address: PO BOX 1392, PENSACOLA, FL 32591
     Business Phone: _____ Cell: _____
     Email: _____
   - **B. Authorized Agent (if applicable):** Joe A. Rector, Jr. and Jesse Rigby
     Mailing Address: 25 West Cedar Street, Suite 110, Pensacola, FL
     Business Phone: 850-435-7424 Cell: 850-502-7160
     Email: jrector@dewberry.com

     Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*
2. **Property Information:**
   - **A.** Existing Street Address: 11975 BEULAH ROAD
     Parcel ID (s): 34-1N-31-2101-000-001
     _____
     _____
   - **B.** Total acreage of the subject property: 56 +/-
   - **C.** Existing Zoning: ID-2
     Proposed Zoning: LDR
     FLU Category: INDUSTRIAL
   - **D.** Is the subject property developed (if yes, explain): No
     _____
   - **E.** Sanitary Sewer: _____ Septic: _____

3. **Amendment Request**

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

The current property was previously zoned for low density residential. The parcel was rezoned in anticipation of a future interchange at I-10 and Beulah Road to facilitate industrial use at this location. The market has since evolved making the more consistent zoning of the south 56 ac back to LDR with the northern portion remaining ID-2

B. Rezoning Approval Conditions – Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

Changing of the proposed zoning is consistent with that allowed by the pending Mixed-Use Suburban FLU, and the permitted uses of the proposed LDR are consistent with the stated intent of MU-S.

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings , as these as proposed. The surrounding neighborhoods are all LDR.

3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

The property is surrounded by properties zoned LDR. The remaining property to the north that will remain ID-2 is sufficiently located across the existing wetland to provide necessary buffering.

4. **Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

The property included in this proposed rezoning is scheduled to be submitted to Escambia County for the development review for a future residential subdivision. With the LDR zoning, such use and density would be allowed.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.

LDR would contribute to a pattern of logical and orderly development.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

The approximately 26 acres of jurisdictional wetlands preliminarily identified within and adjacent to the subject property require protection from most uses. The actual presence and extent of adverse impacts from future development on the parcel would be confirmed through review of the development for compliance with applicable LDC regulations regardless of the zoning.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 34-1N-31-2101-000-001

Property Address: 11975 BEULAH ROAD

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 13th DAY OF JANUARY, YEAR OF 2017.

Signature of Property Owner	Printed Name of Property Owner	Date
	Bolley L. Johnson, Briar Ridge LLC	1/13/17
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 11975 Beulah Road _____, Florida, property reference number(s) 34-1N-31-2101-000-001 _____ I hereby designate Joe A. Rector, Jr. and Jesse Rigby _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 13 day of January the year of, 2017, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Joe A. Rector, Jr. and Jesse Rigby Email: jrector@dewberry.com

Address: 25 W. Cedar Street, Suite 110, Pensacola, FL 32502 Phone: 850-502-7160

Signature of Property Owner	Bolley L. Johnson, Briar Ridge LLC Printed Name of Property Owner	1/13/17 Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 13th day of January 20 17

by _____.

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary	Amber Brownlee Printed Name of Notary

AMBER BROWNLEE
MY COMMISSION # FF 189676
EXPIRES: January 14, 2019
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. X Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. X Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Joe A. Rector, Jr. and Jesse Rigby Printed Name Owner/Agent	1/13/17 Date
Signature of Owner	Bolley L. Johnson, Briar Ridge LLC Printed Name of Owner	1/13/17 Date

STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me this 13th day of January 20 17, by Bolley L. Johnson

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary	Amber Brownlee Printed Name of Notary

(notary seal) AMBER BROWNLEE COMMISSION # FF 189676 EXPIRES: January 14, 2019 Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARCEL 1: TO REMAIN

COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND RUN THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 663.45 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) FOR THE POINT OF BEGINNING: CONTINUE THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 638.32 FEET TO A 4"X4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 05° 06' 28" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 723.97 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 123.28 FEET; THENCE RUN SOUTH 21° 09' 46" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 691.53 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3589.83 FEET, AN ARC DISTANCE OF 101.94 FEET (CHORD BEARS SOUTH 68° 01' 25" EAST, 101.94 FEET); THENCE RUN NORTH 22° 47' 23" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3669.83 FEET, AN ARC DISTANCE OF 946.29 FEET (CHORD BEARS SOUTH 59° 49' 24" EAST, 943.67 FEET) TO 1/2" CAPPED REBAR (LB #7174) ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 87° 46' 28" WEST, A DISTANCE OF 429.08 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 04° 49' 49" WEST, A DISTANCE OF 1306.42 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 36.27 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL 2: TO BE REZONED

BEGINNING AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THENCE RUN SOUTH 04° 57' 16" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 422.98 FEET TO A 1/2" CAPPED REBAR (LB #7312) ON THE EAST RIGHT-OF-WAY OF STATE ROAD 99, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 48509-2601; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID STATE ROAD 99, HAVING A RADIUS OF 1196.28 FEET, AN ARC DISTANCE OF 464.42 FEET (CHORD BEARS SOUTH 05° 08' 27" EAST, 461.51 FEET) TO A 1/2" CAPPED REBAR (LB #8011); THENCE RUN SOUTH 05° 58' 51" WEST, ALONG SAID STATE ROAD 99, A DISTANCE OF 419.84 FEET TO A 1/2" REBAR ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 87° 23' 11" EAST, A DISTANCE OF 1252.15 FEET TO 1/2" CAPPED REBAR (LB #7312) AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 04° 49' 49" EAST, A DISTANCE OF 1303.98 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO A 4"X4" CONCRETE MONUMENT (LB #8011) ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 05° 08' 11" WEST, A DISTANCE OF 663.45 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 56.80 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Escambia County, FL - Address Search

Land Use Report

Zoning:	Ind
Future Land Use 2030:	I
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	AIPD 2 - NOLF 8
CRA District and Overlay District:	No
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Recorded in Public Records 02/11/2008 at 01:59 PM OR Book 6285 Page 1699, Instrument #2008010662, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $8400.00

Prepared by and return to:
Stephen B. Shell
Attorney at Law
Shell, Fleming, Davis & Menge, P.A.
P.O. Box 1831 226 Palafox Place, 9th Floor
Pensacola, FL 32591-1831
850-434-2411File Number: Z95.25569

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of February, 2008 between Heron's Forest Development Company, a Florida corporation whose post office address is 17 South Palafox Place, Suite 394, Pensacola, FL 32501, grantor, and Briar Ridge, L.L.C., a Florida limited liability company whose post office address is 520 E. Zaragoza Street, Pensacola, FL 32502, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

All of that portion of the following described property lying Southerly of Interstate 10 right-of-way; the N ½ of the NW ¼ of the SW ¼ and SW ¼ of the NW ¼, all being in Section 34, Township 1 North, Range 31 West, Escambia County, Florida. LESS AND EXCEPT Road right-of-way for State Road 99 as recorded in O.R. Book 492, Page 764, Public Records of Escambia County, Florida.

Parcel Identification Number: 34-1N-31-2101-000-001

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: ~~Stephen B. Shell~~ Brian Hoffman

Witness Name: JANICE M. NICKEL

Heron's Forest Development Company

By: _____
Garett W. Walton, President

(Corporate Seal)

DoubleTime®

BK: 6285 PG: 1700 Last Page

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8th day of February, 2008 by Garret W. Walton, the President of Heron's Forest Development Company, a Florida corporation, on behalf of the corporation, who ( ) personally known to me or (X) produced as identification.

Printed Name: ~~Stephen D. Snell~~ Brian Hoffman

My Commission Expires: _____

DoubleTime®

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	341N312101000001
Account:	114454010
Owners:	BRIAR RIDGE LLC
Mail:	PO BOX 1392 PENSACOLA, FL 32591
Situs:	
Use Code:	TIMBERLAND, MISC. - PINES
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$7,591	$0	$7,591	$7,591
2015	$7,591	$0	$7,591	$7,591
2014	$7,591	$0	$7,591	$7,591

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/01/2008	6285	1699	$1,200,000	WD	View Instr
09/2006	5993	21	$825,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

N 1/2 OF NW 1/4 LYING S OF INTERSTATE 10 AND NW 1/4 OF SW 1/4 AND SW 1/4 OF NW 1/4 OR 6285 P 1699 LESS OR 492 P...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
34-1N-31

Approx. Acreage:
93.6200

Zoned:
Ind

Evacuation & Flood Information
Open Report

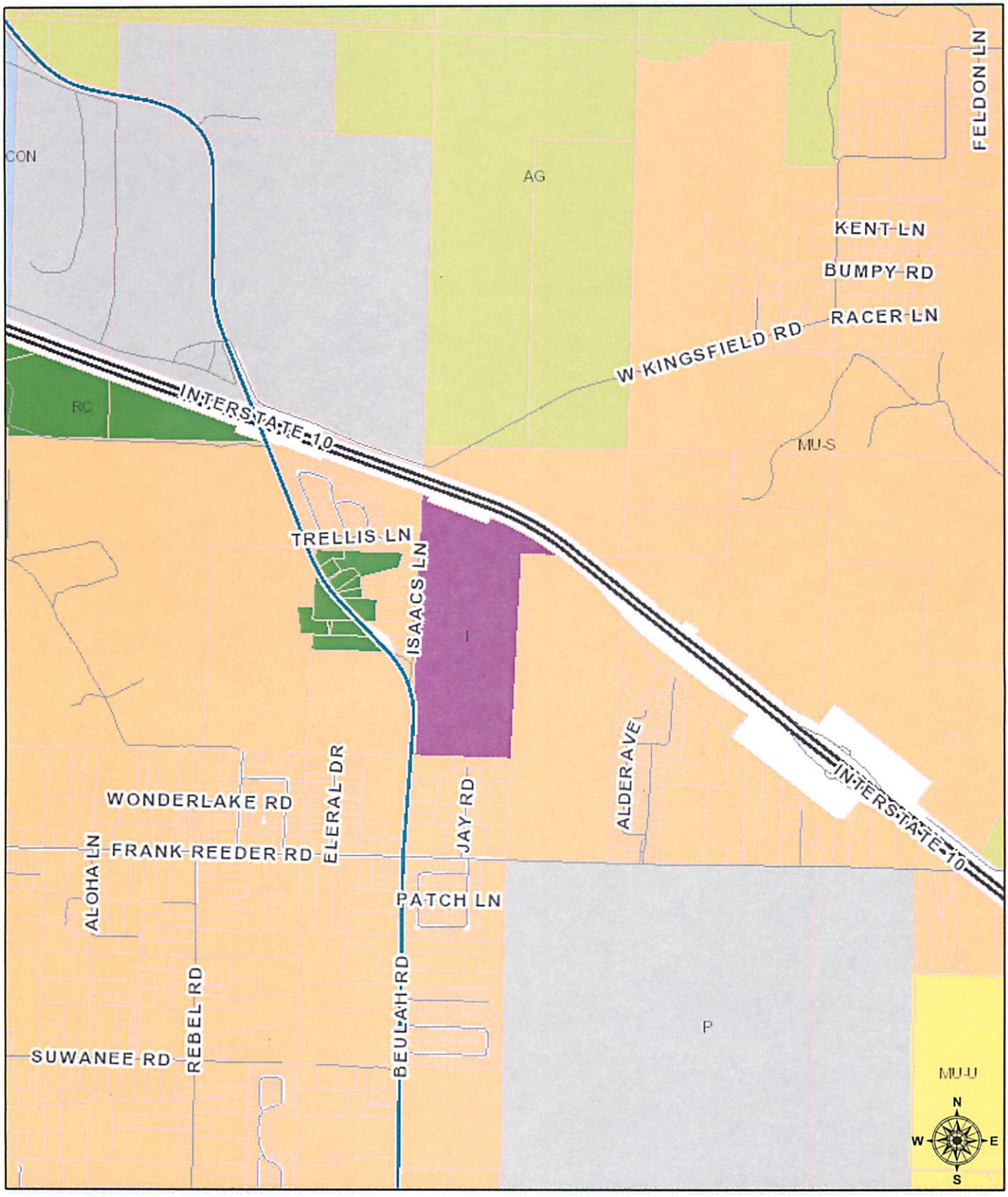


View Florida Department of Environmental Protection(DEP) Data



Kahecley Ridge

Current FLUM



January 13, 2017

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

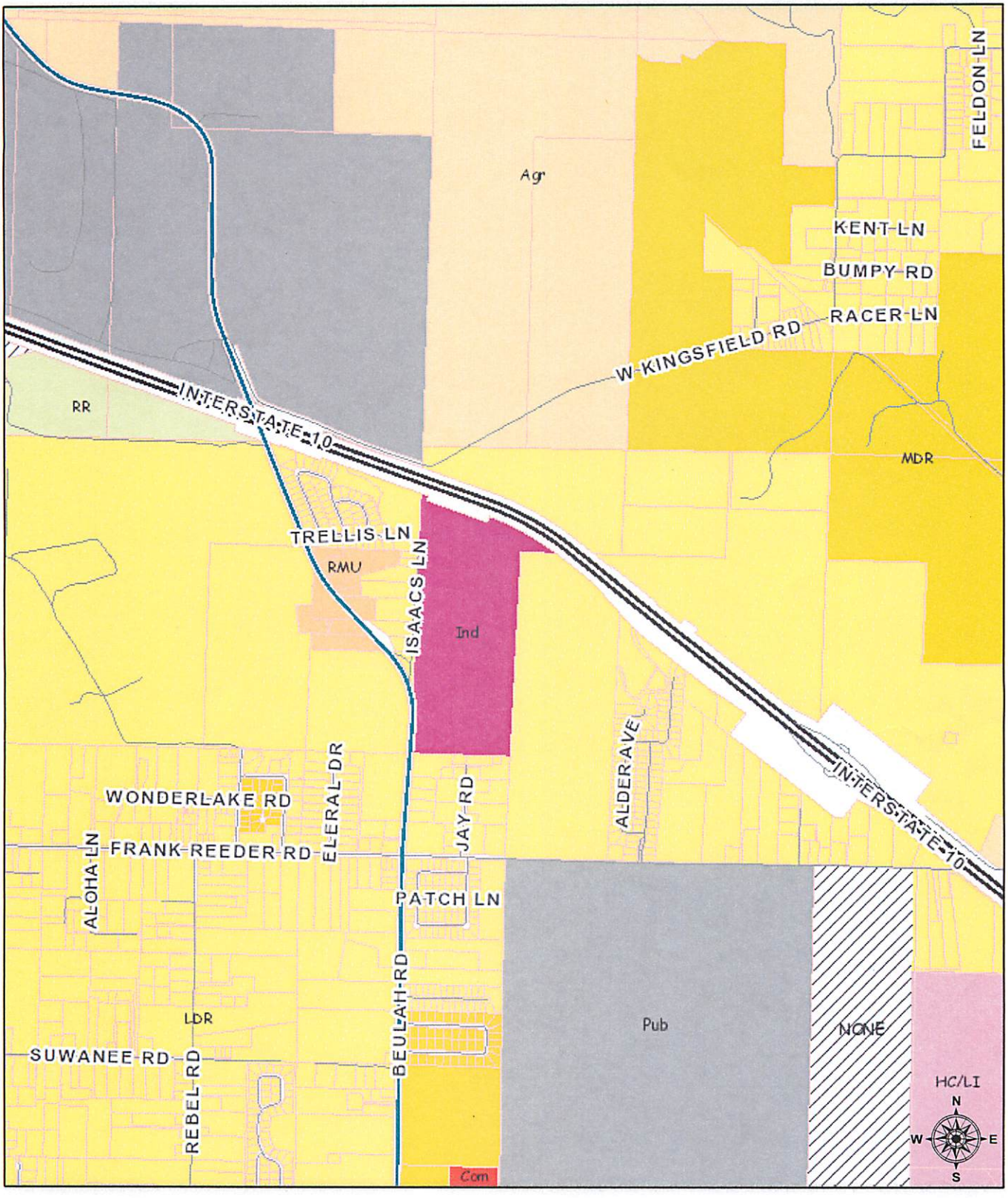
Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Current Zoning



October 26, 2016

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

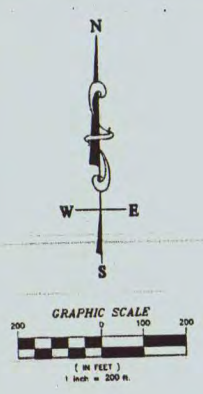
Parcels

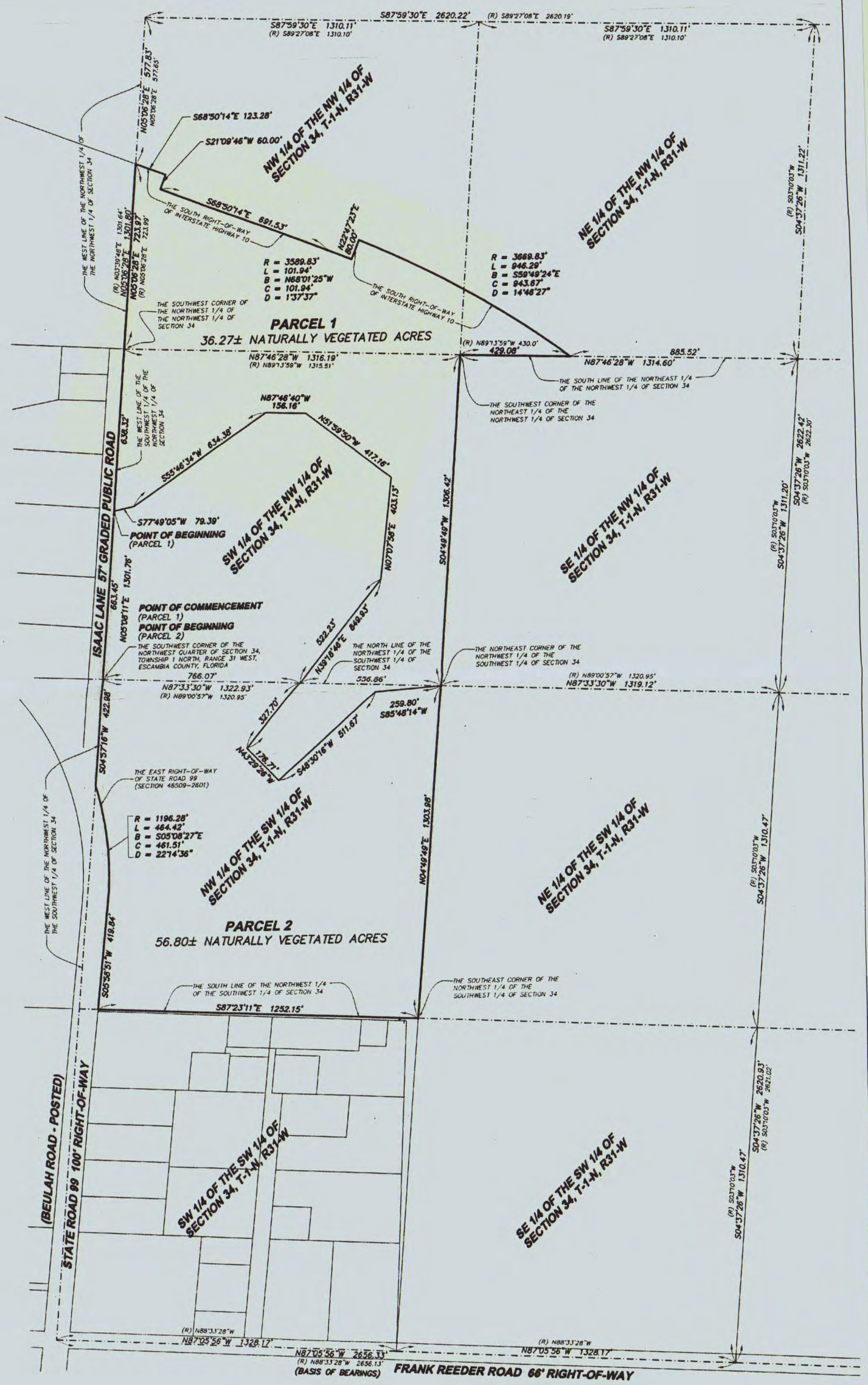
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Drawing name: W:\FLORIDA JOBS\ESCAMBIA\50086517-KAMERLEY RIDGE\SURVEY\50086517GROUND.dwg SKETCHandDESCRIPTION Jan 12, 2017 10:53am by jhoge

THIS IS NOT A SURVEY!

PROPERTY IS LOCATED IN THE WEST 1/2 OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.





SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
2. THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
3. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
4. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
5. BASIS OF BEARINGS FOR THIS SKETCH IS THE SOUTH LINE OF SECTION 34, T-1-N, R-31-W AS BEING N87°05'56"W ~ S87°05'56"E. BEARINGS ARE STATE PLANE GRID COORDINATES FLORIDA NORTH (NAD1983).
6. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID TO GROUND COMBINED SCALE FACTOR IS 1.000033910243 45.
7. ALL GPS OBSERVATIONS WERE TAKEN USING REAL TIME KINEMATIC GPS.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WE, DEWBERRY | PREBLE-RISH, LLC, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF DAPHNE, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

PARCEL 1:

COMMENCE AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND RUN THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 663.45 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) FOR THE POINT OF BEGINNING; CONTINUE THENCE NORTH 05° 08' 11" EAST, A DISTANCE OF 638.32 FEET TO A 4"X4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 05° 06' 28" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 723.97 FEET TO THE SOUTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG THE SOUTH RIGHT-OF-WAY OF SAID INTERSTATE HIGHWAY 10, A DISTANCE OF 123.28 FEET; THENCE RUN SOUTH 21° 09' 46" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 68° 50' 14" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 691.53 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3589.83 FEET, AN ARC DISTANCE OF 101.94 FEET (CHORD BEARS SOUTH 68° 01' 25" EAST, 101.94 FEET); THENCE RUN NORTH 22° 47' 23" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 80.00 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID RIGHT-OF-WAY, HAVING A RADIUS OF 3669.83 FEET, AN ARC DISTANCE OF 946.29 FEET (CHORD BEARS SOUTH 59° 49' 24" EAST, 943.67 FEET) TO 1/2" CAPPED REBAR (LB #7174) ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 87° 46' 28" WEST, A DISTANCE OF 429.08 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 04° 49' 49" WEST, A DISTANCE OF 1306.42 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 36.27 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

PARCEL 2:

BEGINNING AT A 3" DIAMETER CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THENCE RUN SOUTH 04° 57' 16" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 422.98 FEET TO A 1/2" CAPPED REBAR (LB #7312) ON THE EAST RIGHT-OF-WAY OF STATE ROAD 99, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 48509-2601; THENCE RUN ALONG A CURVE TO THE RIGHT, ALONG SAID STATE ROAD 99, HAVING A RADIUS OF 1196.28 FEET, AN ARC DISTANCE OF 464.42 FEET (CHORD BEARS SOUTH 05° 08' 27" EAST, 461.51 FEET) TO A 1/2" CAPPED REBAR (LB #8011); THENCE RUN SOUTH 05° 58' 51" WEST, ALONG SAID STATE ROAD 99, A DISTANCE OF 419.84 FEET TO A 1/2" REBAR ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 87° 23' 11" EAST, A DISTANCE OF 1252.15 FEET TO 1/2" CAPPED REBAR (LB #7312) AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 04° 49' 49" EAST, A DISTANCE OF 1303.98 FEET TO A 4"x4" CONCRETE MONUMENT (LB #8011) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 85° 48' 14" WEST, A DISTANCE OF 259.80 FEET; THENCE RUN SOUTH 48° 30' 16" WEST, A DISTANCE OF 511.67 FEET; THENCE RUN NORTH 43° 29' 26" WEST, A DISTANCE OF 176.71 FEET; THENCE RUN NORTH 39° 18' 46" EAST, A DISTANCE OF 327.70 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; CONTINUE THENCE NORTH 39° 18' 46" EAST, A DISTANCE OF 522.23 FEET; THENCE RUN NORTH 07° 07' 58" EAST, A DISTANCE OF 403.13 FEET; THENCE RUN NORTH 51° 59' 50" WEST, A DISTANCE OF 417.16 FEET; THENCE RUN NORTH 87° 46' 40" WEST, A DISTANCE OF 156.16 FEET; THENCE RUN SOUTH 55° 46' 34" WEST, A DISTANCE OF 634.38 FEET; THENCE RUN SOUTH 77° 49' 05" WEST, A DISTANCE OF 79.39 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 56.80 ACRES, MORE OR LESS, AND LIES IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM DEWBERRY | PREBLE-RISH

1/12/17
DEWBERRY | PREBLE-RISH — DATE SIGNED
GEORGE D. GIBSON III, P.S.M. - LS 5830

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

THIS IS NOT A SURVEY!

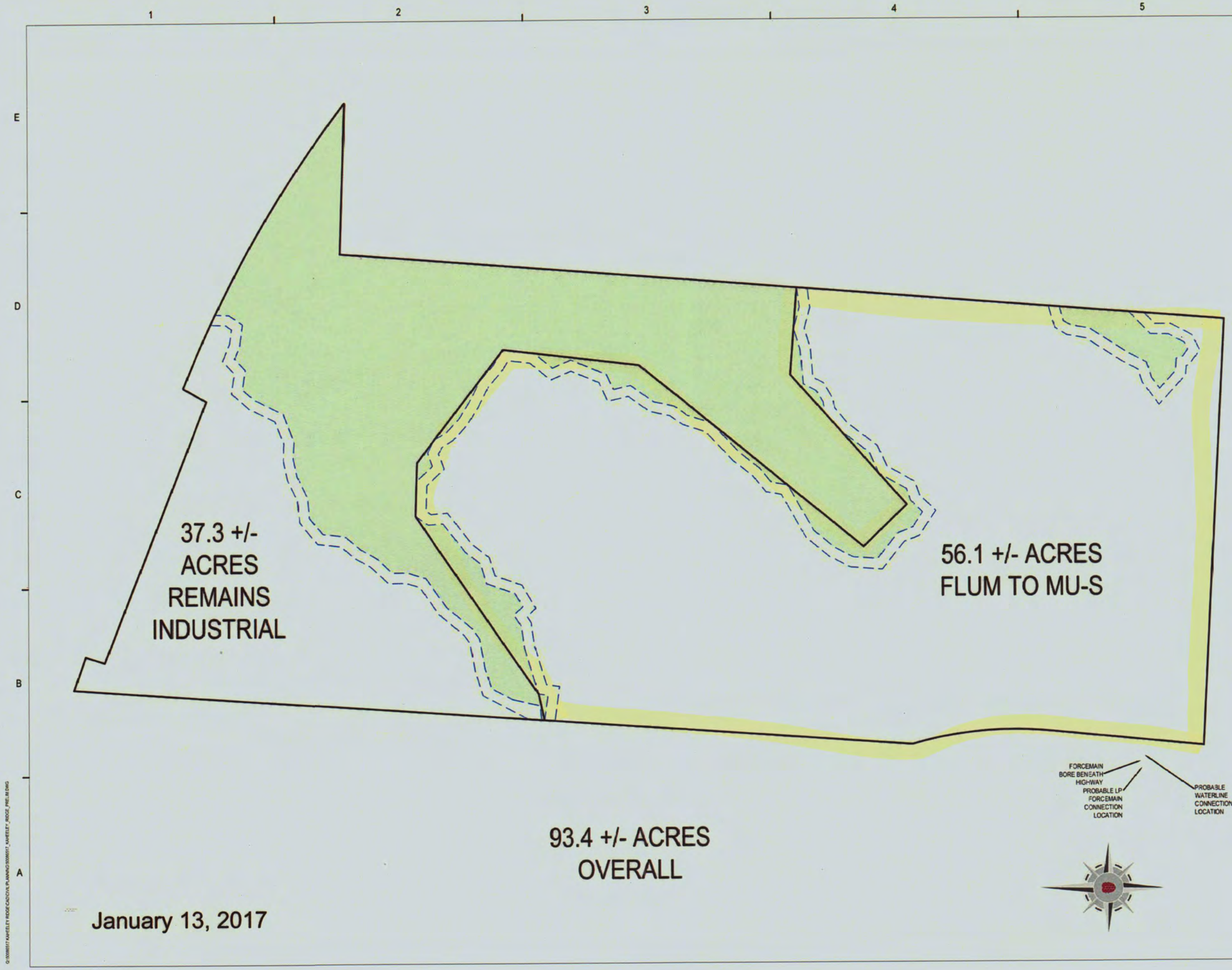
1 OF 1	
SCALE	1"=200'
PROJECT NO.	50086517
APPROVED	GDG
BY	JMF
DRAWING DATE	1/12/2017
FIELD DATE	11/28/2016
FB/PG	304/17

LOCATED IN SECTION 34, TOWNSHIP 1 NORTH, RANGE 31 WEST
ESCAMBIA COUNTY, FLORIDA

SKETCH AND DESCRIPTION
-FOR-
SMART LIVING, LLC

Dewberry
9949 BELLATON AVENUE
DAPHNE, ALABAMA 36526
PHONE: 251.990.9950
WWW.DEWBERRY.COM

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD



Dewberry | PREBLE-RISH
25 W. CEDAR ST., SUITE 110
Pensacola, FL 32502
850.497.6053

KAHEELEY RIDGE DEVELOPMENT
BEULAH ROAD AT I-10
PENSACOLA, FL
ESCAMBIA COUNTY
FOR
SMARTLIVING LLC

SEAL

EB 0008794

ATTACHMENT A

SCALE

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY	MW
APPROVED BY	MJ
CHECKED BY	MJ
DATE	JUNE 2016

TITLE

PRELIMINARY PLAN

PROJECT NO. 563.001

1

SHEET NO.

G:\563001\7 KAHEELEY RIDGE\CAD\CIVIL PLANNING\563001\7_KAHEELEY_RIDGE_PRE_IM.DWG

THE DOCUMENT WAS RECEIVED AND SHOWN ON PAGES 15-20.

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

ORDINANCE ADOPTED AT THE 8:48 AM PUBLIC HEARING WHICH HAS NOT YET BEEN RETURNED FROM THE FLORIDA DEPARTMENT OF STATE

BCC Special Session: 12-13-2007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Planning and Engineering

FROM: T. Lloyd Kerr, AICP, Director

DATE: December 10, 2007

ISSUE: **8:48 am Thursday, December 13, 2007 Public Hearing**
Comprehensive Plan Amendment (CPA 2007-02D)

RECOMMENDATION:

That the Board review and adopt the following:

Comprehensive Plan Amendment, **CPA 2007-02D Transportation Corridor Preservation Ordinance**, composed of a draft ordinance and attachments herein, to amend Part II of The Escambia County Code of Ordinances (1999), The Escambia County Comprehensive Plan, as amended; amending portions thereof as follows:

Comprehensive Plan text amendment, amending Chapter 8, "Transportation Element" providing for references to the protection of transportation corridors.

BACKGROUND:

In establishing the Twenty Year "Cost Feasible" Plan, the Florida Department of Transportation (FDOT) and the FL-AL Transportation Planning Organization (TPO) have requested local governments implement measures to ensure roadway projects remain "cost feasible".

The primary concerns, based on past roadway capacity projects, are that local governments reduce the impact of development adjacent to a future corridor improvement projects and reduce land use intensities which may increase the cost of needed right-of-way. Both concerns have and will continue to add a substantial cost to planned projects prior to construction.

This Ordinance, by intent, is to ensure that future development and future roadway projects do not conflict with each other in order to meet future Transportation Level of Service demands. This will alleviate negative impacts to future development or future roadway project cost. This Ordinance will also allow Escambia County to be more competitive for future Federal and State grants based on criteria created in 2006.

The transmittal hearing was held August 2, 2007 where the amendment and ordinance were approved by the BCC and forwarded to DCA. County staff received the DCA

Objection, Recommendation and Comments Report on October 24, 2007. Staff is recommending adoption of the ordinance with no changes.

This is part of the second of the two Comprehensive Plan Amendment packages allowed by Florida Statute for the Year 2007.

BUDGETARY IMPACT:

No budgetary impacts are expected by the approval of this amendment.

LEGAL CONSIDERATION/SIGN-OFF:

The attached ordinance was reviewed and approved for legal sufficiency by Alison P. Rogers, Deputy County Attorney. Any suggested legal comments are attached herein with the respective ordinance to which they pertain.

PERSONNEL:

No additional personnel are anticipated for the implementation of this amendment.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The amendment is consistent with State Statutes (F.S. 163.3161 through 163.3215), Florida Administrative Code 9J-5 and with the Board's goal " to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION REQUIREMENTS:

Following adoption public hearings and upon recommended approval by the Planning Board and Board of County Commissioners the amendment will be returned to DCA for approval. Upon approval, DCA will issue a Notice of Intent to find In Compliance, at which time the ordinance will be forwarded to the Municipal Code Corporation for codification in the Official Comprehensive Plan of Escambia County.

COORDINATION WITH OTHER AGENCIES/PERSONS:

The proposed amendments were prepared in cooperation with the County Attorney's Office, the Planning and Engineering Department, Office of Transportation and Traffic Operations, and interested citizens. Planning & Engineering will insure proper advertisement.

TLK:eap

Attachments:

c: Janet Lander, County Attorney

CONCUR:
Robert R. McLaughlin, Interim County Administrator

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\BCC 12-13-07 Recommendation.doc

8:48 a.m. PH

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA 2007-02 Transportation Corridor Preservation BCC Ordinance

Date: 12/04/07

Date requested back by: 12/06/07

Requested by: Eva Peterson

Phone Number: 595-3118

(LEGAL USE ONLY)

Legal Review by Alison Perdue Rogers, Deputy County Attorney

Date Received: 12/04/07

XX Approved as to form and legal sufficiency.

____ Not approved.

____ Make subject to legal signoff.

Additional comments:

8:48 a.m. PH

ORDINANCE 2007-__

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

WHEREAS, the Board of County Commissioners, Escambia County, Florida finds that the adoption of these amendments is in the best interest of the County and its citizens.

NOW THEREFORE BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida as follows:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out, in the Local Government Comprehensive Plan and Land Development Regulation Act, sections 163.3161 through 163.3215, Fla. Stat. and Chapter 9J-5, Florida Administrative Code.

Section 2. Title of Comprehensive Plan Amendment.

This Comprehensive Plan Amendment for Escambia County, Florida shall be entitled "Comprehensive Plan Amendment 2007-02D - Transportation Corridor Preservation."

Section 3. Changes to the Escambia County Comprehensive Plan.

Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as Amended, is further amended as set forth hereto and made part hereof to include changes as follows:

OBJECTIVE 8.A.4: <u>TRANSPORTATION CORRIDOR AND</u> RIGHT-OF-WAY PROTECTION

Continually, the county shall provide for the protection of <u>proposed transportation corridors as well as</u> existing and future rights-of-way from encroachment by including appropriate regulations within the LDC (reference

Policy 7.A.1.1) and implementing Policies 8.A.4.1 through ~~8.A.4.3~~ 8.A.4.4 among others.

Policy 8.A.4.1: Rezonings and Zoning Setback Enforcement

The county shall continue to enforce its zoning ordinance and include said ordinance within the LDC. Note: The zoning ordinance contains setback provisions, which will aid in the protection of existing and future rights-of-way, including transportation corridors, from building encroachment ~~in the "zoned" areas of the county~~. The County shall regulate density and intensity within the existing or designated transportation corridor areas that may interfere with right-of-way needs. Prior to completion of a Project Development and Environmental Impact (PD&E) study for a capacity improvement project, standard right-of-way will be considered as follows:

Major Collectors	80'
Major Arterials	125'
Beltways	300'

Policy 8.A.4.2: Right-of-Way Protection for Existing and Planned Roadways

The county shall require the set aside of right-of-way necessary to comply with programmed roadway widening or, as necessary, for proposed transportation corridors.

Policy 8.A.4.3: Scenic Roadways

Because of their unique scenic character, and related historic and tourist significance, Scenic Highway (SR-10A) and Perdido Key Drive (SR 292) are

designated "scenic roadways." Parcels adjacent to these rights-of-way shall be the subject of special sign controls in the LDC.

Policy 8.A.4.4: Proposed Transportation Corridors

The County shall make efforts to inform the public about the location of proposed transportation corridors. Such proposed transportation corridors are to be initially designated in this section, the adopted Transportation Planning Organization's "Cost Feasible Plan", the proposed or adopted County Capital Improvement Plan or in any proposed or adopted DRI or development plan. Transportation corridor protection regulations shall be incorporated in the LDC.

The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. EFFECTIVE DATE.

This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)
ENACTED:
FILED WITH DEPARTMENT OF STATE:
EFFECTIVE:

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

8:48 a.m. PH

EXHIBIT A

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

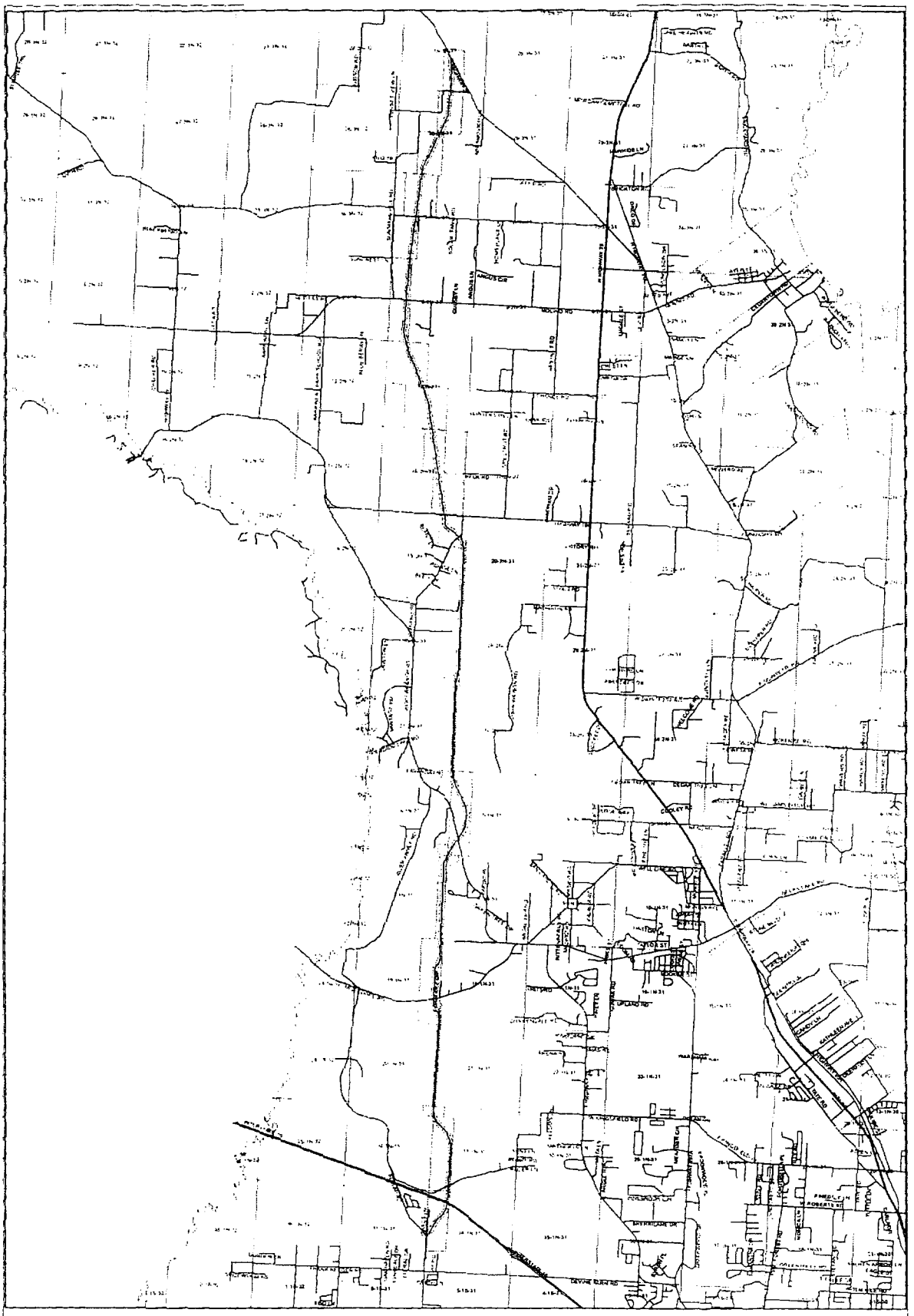
The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

8:48 a.m. PH

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS



8:48 a.m. PH

EXHIBIT B

The following describes potential East/West corridors to the proposed beltway protected areas for the construction of access to the proposed beltway:

KINGSFIELD ROAD EXTENSION

The south 50 feet of the west one-half of the west one-half of Section 22, Township 1 North, Range 31 West and the north 50 feet of the west one-half of the west one-half of Section 30, Township 1 North, Range 31 West. The south 50 feet of the south one half of Section 21, Township 1 North, Range 31 West, and the north 50 feet of the north one-half of Section 31, Township 1 North, Range 31 West.

WELL LINE ROAD EXTENSION

The south one-half of the south one-half of sections 4 and 5, Township 1 North, Range 31 West, less and except the south 820 feet of the south one-half of the south one-half of said section 5 and less and except the south 820 feet of the west one-half of the west one-half of said section 4.

QUINTETTE ROAD EXTENSION

The south 50 feet of the south one-half of the south one-half of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the north one-half of Section 33, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 33. The south 50 feet of the southeast quarter of Section 29, Township 2 North, Range 31 West and the south one-half of the southeast quarter of the southwest quarter and the south one-half of the southwest quarter of the southwest quarter of said section 29.

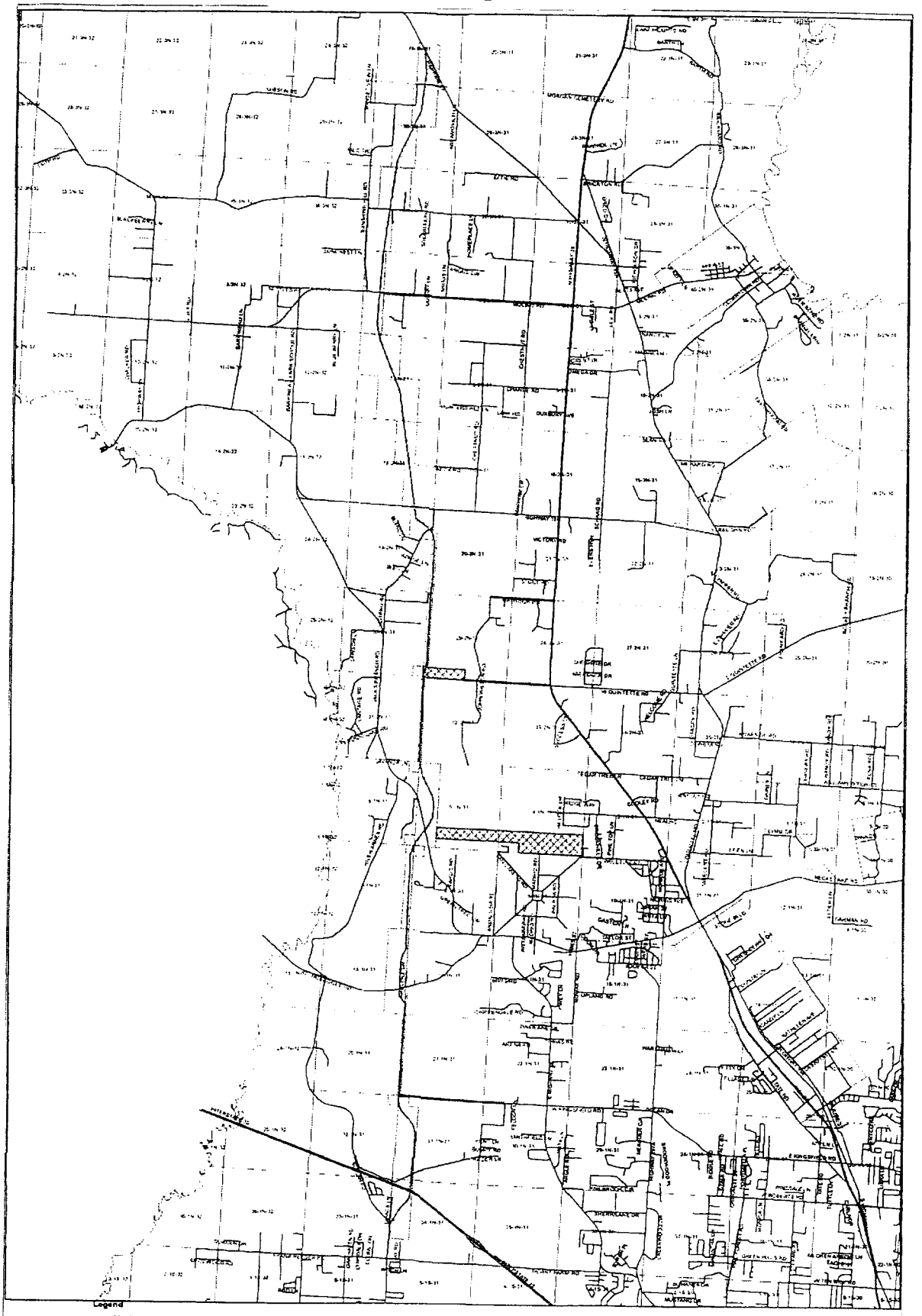
EXISTING MATHISON ROAD

The south 50 feet of the southwest quarter of Section 21, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 21. The north 50 feet of the northwest quarter of Section 28, Township 2 North, Range 31 West beginning at the westerly right of way of US Highway 29 and extending westward to the west line of said section 28. The north 50 feet of the north one-half of the northeast quarter of the northeast quarter of Section 29, Township 2 North, Range 31 West and the south 50 feet of the south one-half of the southeast quarter of the southeast quarter of Section 20, Township 2 North, Range 31 West.

EXISTING MOLINO ROAD

Beginning at the westerly right of way of US Highway 29, the south 50 feet of the south one-half of the south one-half of the northwest quarter of Section 4, Township 2 North, Range 31 West and the north 50 feet of the north one-half of the north one-half of the southwest quarter of said section 4. The south 50 feet of the north one-half of Section 5, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 5. The south 50 feet of the north one-half of Section 6, Township 2 North, Range 31 West and the north 50 feet of the south one-half of said section 6, less and except the west one-half of the west one-half of Section 6, Township 2 North, Range 31 West.

THE CONDITION OF THE ORIGINAL
DOCUMENT IS REFLECTED IN THE
IMAGE AND IS NOT THE FAULT OF
THE MICROFILMING PROCESS



8:48 a.m. PH

Escambia County
Clerk's Original
12/13/2007 8:48am PH

ORDINANCE 2007-81

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II, OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE ESCAMBIA COUNTY COMPREHENSIVE PLAN, AS AMENDED; AMENDING CHAPTER 8, THE TRANSPORTATION ELEMENT; AMENDING OBJECTIVE 8.A.4 TO PROVIDE FOR PROTECTION OF PROPOSED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.1 THAT REZONINGS THAT PROPOSE AN INCREASE IN DENSITY OR INTENSITY OF USE SHALL BE DISCOURAGED IN DESIGNATED TRANSPORTATION CORRIDORS; PROVIDING IN POLICY 8.A.4.2 FOR PROPOSED TRANSPORTATION CORRIDOR AND RIGHT-OF-WAY PROTECTIONS AND ACQUISITIONS; CREATING A NEW POLICY 8.A.4.4 TO ESTABLISH PROPOSED TRANSPORTATION CORRIDORS; DESIGNATING THE BEULAH EXPRESSWAY AS A PROPOSED TRANSPORTATION CORRIDOR; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Date: 12/17/2007 Verified By: DHarris

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on October 20, 1993; and,

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend, and enforce comprehensive plans for the development of the County; and,

WHEREAS, the Escambia County Planning Board (LPA) and the Board of County Commissioners have conducted public hearings and reviewed and approved the changes to the Plan and authorized the transmittal of the proposed changes to the Florida Department of Community Affairs (DCA) for review and comment prior to considering the changes (amendments) for adoption; and,

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The Beulah Expressway is designated as a proposed transportation corridor. Maps and descriptions of the proposed north/south corridor and the east/west connecting corridors are on file as Exhibits A and B to Ordinance 2007-02D.

Section 4. SEVERABILITY.

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

Section 5. INCLUSION IN THE CODE.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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This effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184 Fla. Stat., or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, Fla. Stat.

DONE AND ENACTED this 13th day of December, 2007.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D.M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency
By _____
Title Deputy County Attorney
Date 12/14/07

ENACTED: December 13, 2007
FILED WITH DEPARTMENT OF STATE: December 19, 2007
EFFECTIVE: See Section 6.

H:\PZ\PLANNING BD\2007\CPA 2007-02\Transportation Corridor Preservation\BCC 12-13-07\Ordinance draft 3A - Clean Copy.doc

The following describes potential protected areas to provide a corridor for the construction of a future roadway:

The west one-half of the west one-half of Section 34, Township 1 North, Range 31 West, less and except the southwest quarter of the southwest quarter of said section 34. The west one-half of the west one-half of Section 31, Township 1 North, Range 31 West, less and except the northeast quarter of the northwest quarter of the northwest quarter of said section 34. The northeast quarter of the northeast quarter of the northeast quarter of Section 32, Township 1 North, Range 31 West. The east 125 feet of the east one-half of Section 20, Township 1 North, Range 31 West and the west 125 feet of the west one-half of Section 21, Township 1 North, Range 31 West.

The west 125 feet of the southwest one quarter of the southwest one quarter of Section 18, Township 1 North, Range 31 West. The east one-half of the east one-half of Section 19, Township 1 North, Range 31 West. The east 300 feet of Section 7, Township 1 North, Range 31 West. The northwest quarter of the northwest quarter of the northwest quarter of Section 8, Township 1 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 6, Township 1 North, Range 31 West. The northeast quarter of the northeast quarter of the northeast quarter of Section 6, Township 1 North, Range 31 West. The west one-half of the west one-half of Section 5, Township 1 North, Range 31 West.

The east 125 feet of Section 31, Township 2 North, Range 31 West and the west 125 feet of Section 32, Township 2 North, Range 31 West. The southeast quarter of the southeast quarter of the southeast quarter of Section 30, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 29, Township 2 North, Range 31 West. The west 300 feet of the west one-half of the west one-half of Section 20, Township 2 North, Range 31 West, less and except the northwest quarter of the northwest quarter of said section 20. The north 1,980 feet of the east 1,460 feet of the northeast quarter of Section 19, Township 2 North, Range 31 West.

The east one half of Section 18, Township 2 North, Range 31 West, less and except the east half of the northeast quarter and less and except the west 660 feet of the southeast quarter of said section 18. The south one half of Section 7, Township 2 North, Range 31 West, and the northwest quarter of said Section 7, less and except the west half of the southwest quarter and less and except the east half of the southeast quarter of said section 7. The west one-half of the west one-half of Section 6, Township 2 North, Range 31 West. The west 1,600+- feet of the west one-half of the south one half of Section 31, Township 3 North, Range 31 West, and the northwest quarter of said section 31, less and except the west one half of the west one half of said northwest quarter of section 31. The southwest quarter and the west 200 feet of the southeast quarter of Section 30, Township 3 North, Range 31 West , less and except the west half of said southwest quarter of section 30. The northeast quarter and the east 200 feet of the northwest quarter of Section 30, Township 3 North, Range 31 West, less and except the east half of said northeast quarter of section 30. The southeast quarter of Section 19, Township 3 North, Range 31 West, less and except the east half of said southeast quarter of section 19.

AID TO BELTWAY LAND DESCRIPTION

Legend

- STREETS
- ESCAMBIA PLSS
- PROPOSED BELTWAY CL
- 300' WIDE SWATH FOR BELTWAY
- Protected Areas Esc GIS
- Protected Zones - Extensions

1 0.5 0 1 Miles

N W E S

"This map was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: January 19, 2017

RE: Transportation & Traffic Operations (TTO) Comments – LSA-2016-03 & Z-2016-11

TTO Staff has reviewed the Large Scale Amendment (LSA)-2016-03 and Rezoning Case (Z)-2016-11, Beulah Road at I-10, agenda item for the upcoming Planning Board meeting scheduled for February 7, 2017. Please see the below comments.

Upon review of LSA-2016-03 and Z-2016-11, TTO Staff provides the following information regarding an existing programmed regional and local transportation project commonly known as the Escambia County Beulah Beltway / I-10 Interchange Project (Project). This project is expected to impact the subject site, as well as potentially other properties within the vicinity once the project moves into the future Right-Of-Way and Construction Phases. The Project limits as identified in the Florida-Alabama Transportation Planning Organization Long Range Transportation Plan begins at the Nine Mile Road at the southern most termini, extends north along Beulah Road to Interstate 10, then further north to US29 (in the Quintette Road vicinity).

The Project was initiated in 2007 following the inception of the Escambia County Midwest Optional Sector Plan (Sector Plan) that justified the need for a new “limited access roadway with Interstate Interchange.” County Staff, through Planning Board and Board of County Commission approval, then instituted a Corridor Preservation Ordinance found in the Escambia County Comprehensive Plan and Land Development Code (LDC Ordinance 2007-81) in efforts to minimize the local financial lift once the Project moved into the Right-Of-Way Acquisition and subsequent Construction Phase. Due to the infancy of the Sector Plan and without any substantial data or results of the necessary Corridor Selection Study, the Ordinance created a 300’ Preservation Overlay for the future roadway. However, the County is currently finalizing the Corridor Selection Study, and recently received the proposed typical cross sections / right-of-way widths needed for the future roadway; the consultants are recommending two different cross sections. The width proposed for the North Segment (I-10 north to US29) is 225’, and the width proposed for the South Segment (Nine Mile Road to I-10) is 104.5’. It is the

South Segment specifically abuts the subject site. Attached is the document detailing the cross sections…

In conclusion, TTO Staff recognizes that, though LDC Ordinance 2007-81 details a 300' Preservation Overlay, in receipt of the proposed cross sections that the need to preserve 300' for the South Segment seems unjustified at this point. TTO Staff recommends that the Planning Board and Board of County Commissioners consider directing Staff to amend the Ordinance upon completion of the Corridor Selection Study (expected for completion Summer 2017). TTO Staff does not oppose the map amendment or rezoning, only if the Boards would consider reducing the 300' preservation width to a width of 104.5' for the South Segment.

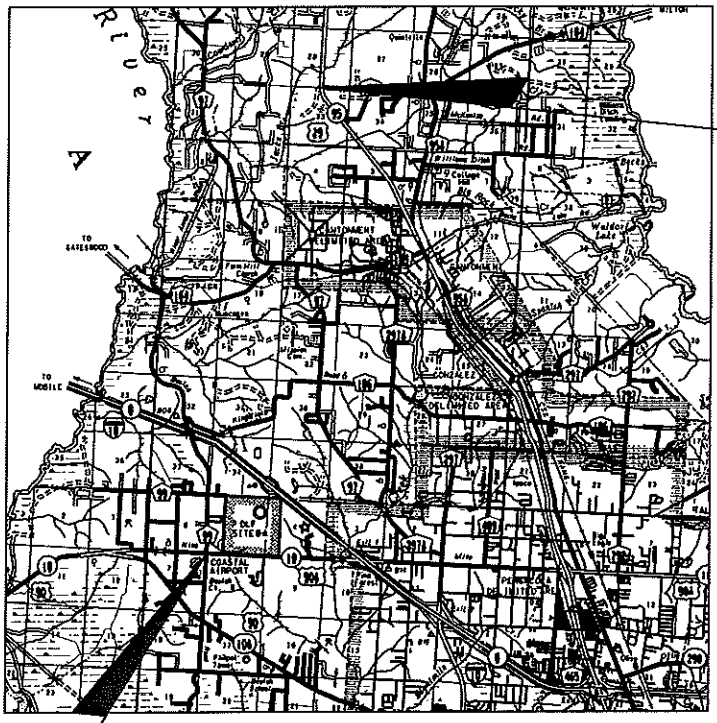
Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION PACKAGE

PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29



N
NTS

END PROJECT
US 29

BEGIN PROJECT
US 90 & BEULAH RD.

ATKINS
2114 Airport Blvd.
Suite 1450
Pensacola,Florida
32504-6968

DESIGNED BY : _____
GREGORY S. ALLEN, P.E. 51858

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ COUNTY (SECTION) ESCAMBIA

PROJECT DESCRIPTION NEW ALIGNMENT FROM SR 10 (INTERSTATE 10) TO US 29

PROJECT CONTROLS

FUNCTIONAL CLASSIFICATION

(X) RURAL
( ) URBAN

(X) FREEWAY/EXPWY. ( ) MAJOR COLL.
( ) PRINCIPAL ART. ( ) MINOR COLL.
( ) MINOR ART. ( ) LOCAL

HIGHWAY SYSTEM

Yes	No	
(X)	( )	NATIONAL HIGHWAY SYSTEM
( )	(X)	FLORIDA INTRASTATE HIGHWAY SYSTEM
( )	(X)	STRATEGIC INTERMODAL SYSTEM
( )	( )	STATE HIGHWAY SYSTEM
( )	(X)	OFF STATE HIGHWAY SYSTEM

ACCESS CLASSIFICATION

(X) 1 - FREEWAY
( ) 2 - RESTRICTIVE w/Service Roads
( ) 3 - RESTRICTIVE w/660 ft. Connection Spacing
( ) 4 - NON-RESTRICTIVE w/2640 ft. Signal Spacing
( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing
( ) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing
( ) 7 - BOTH MEDIAN TYPES

TRAFFIC

	YEAR	AADT
CURRENT	2016	
OPENING	2030	
DESIGN	2040	

DESIGN SPEED 70
POSTED SPEED 55

DISTRIBUTION
K 30 %
D 30 %
T_{24} %

DESIGN SPEED APPROVALS

_____ _____
DISTRICT DESIGN ENGINEER DATE

_____ _____
DISTRICT TRAFFIC OPERATIONS ENGINEER DATE

CRITERIA

(X) NEW CONSTRUCTION / RECONSTRUCTION
( ) RRR INTERSTATE / FREEWAY
( ) RRR NON-INTERSTATE / FREEWAY
( ) TDLC / NEW CONSTRUCTION / RECONSTRUCTION
( ) TDLC / RRR
( ) MANUAL OF UNIFORM MINIMUM STANDARDS (FLORIDA GREENBOOK) (OFF-STATE HIGHWAY SYSTEM ONLY)

LIST ANY POTENTIAL EXCEPTIONS AND VARIATIONS RELATED TO TYPICAL SECTION ELEMENTS:
REDUCE THE BORDER WIDTH

LIST MAJOR STRUCTURES LOCATION/DESCRIPTION - REQUIRING INDEPENDENT STRUCTURE DESIGN:
NEW BRIDGES WILL BE CONSTRUCTED TO CROSS WATERWAYS, STREAMS, AND WETLANDS.

LIST MAJOR UTILITIES WITHIN PROJECT CORRIDOR:
TELEPHONE, FIBER OPTIC, GAS, OVERHEAD ELECTRIC, POWER, SEWER, & CABLE TV

LIST OTHER INFORMATION PERTINENT TO DESIGN OF PROJECT:

$USER$ $DATE$ $TIME$ $FILE$

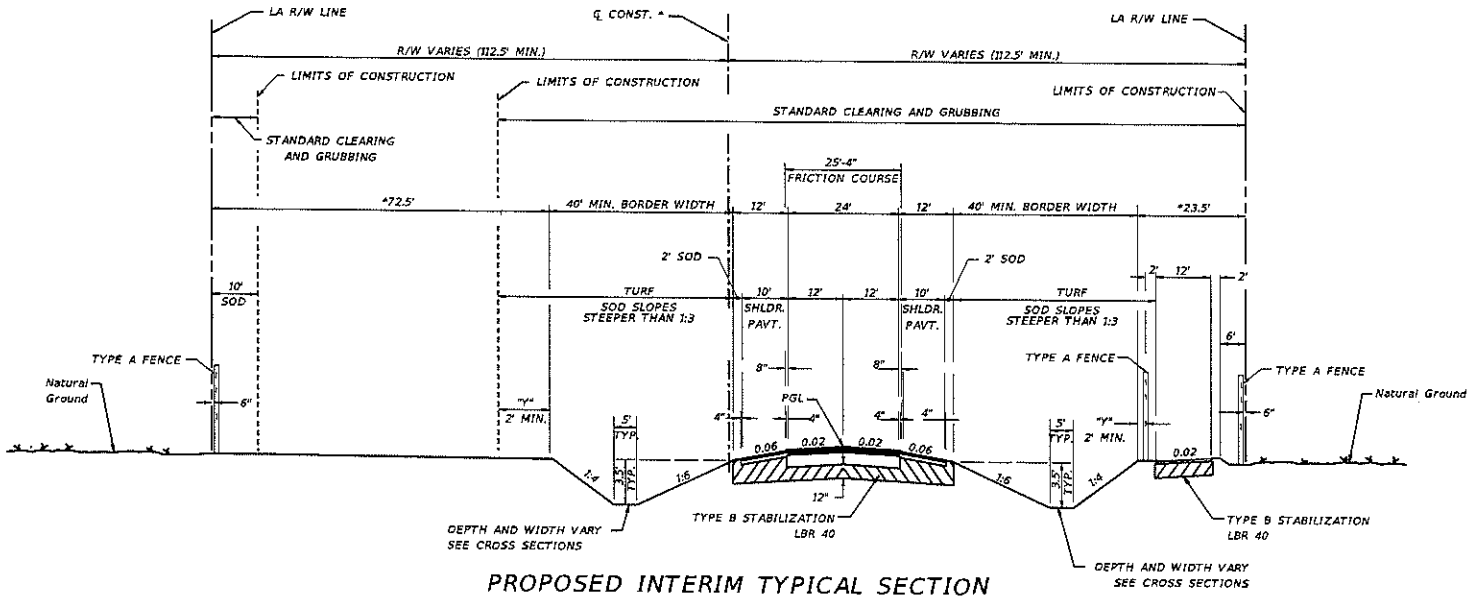
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED INTERIM TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ _____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer Date	_____ _____ JORGE RIVERA FHWA Transportation Engineer Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Rezoning Case Z-2016-11 Attachment

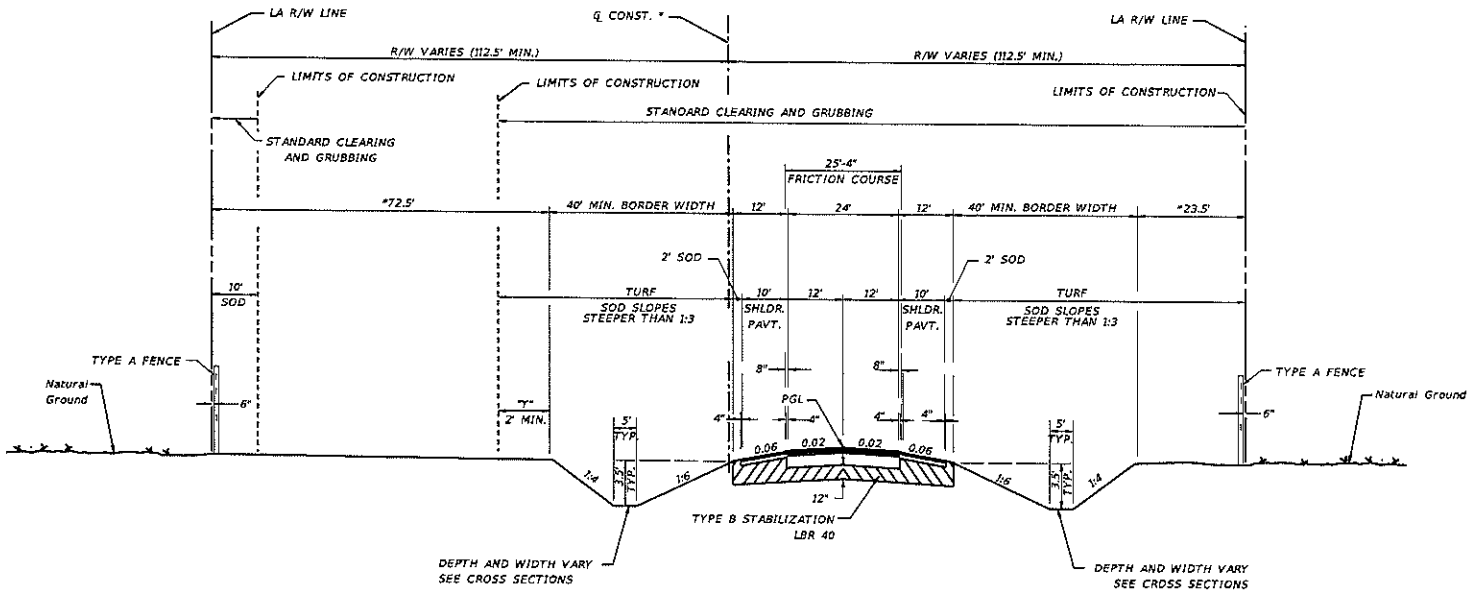
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED INTERIM TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer _____ Date	_____ JORGE RIVERA FHWA Transportation Engineer _____ Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Rezoning Case Z-2016-11 Attachment

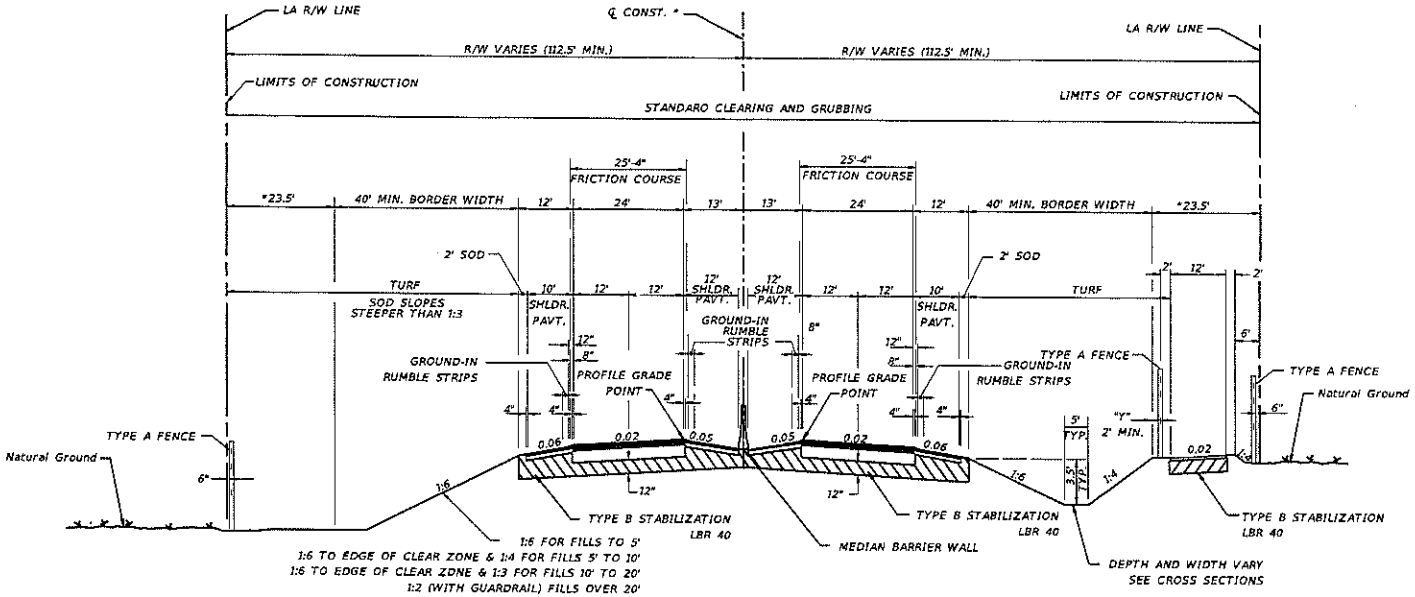
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED RURAL TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD.)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ _____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer Date	_____ _____ JORGE RIVERA FHWA Transportation Engineer Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Rezoning Case Z-2016-11 Attachment

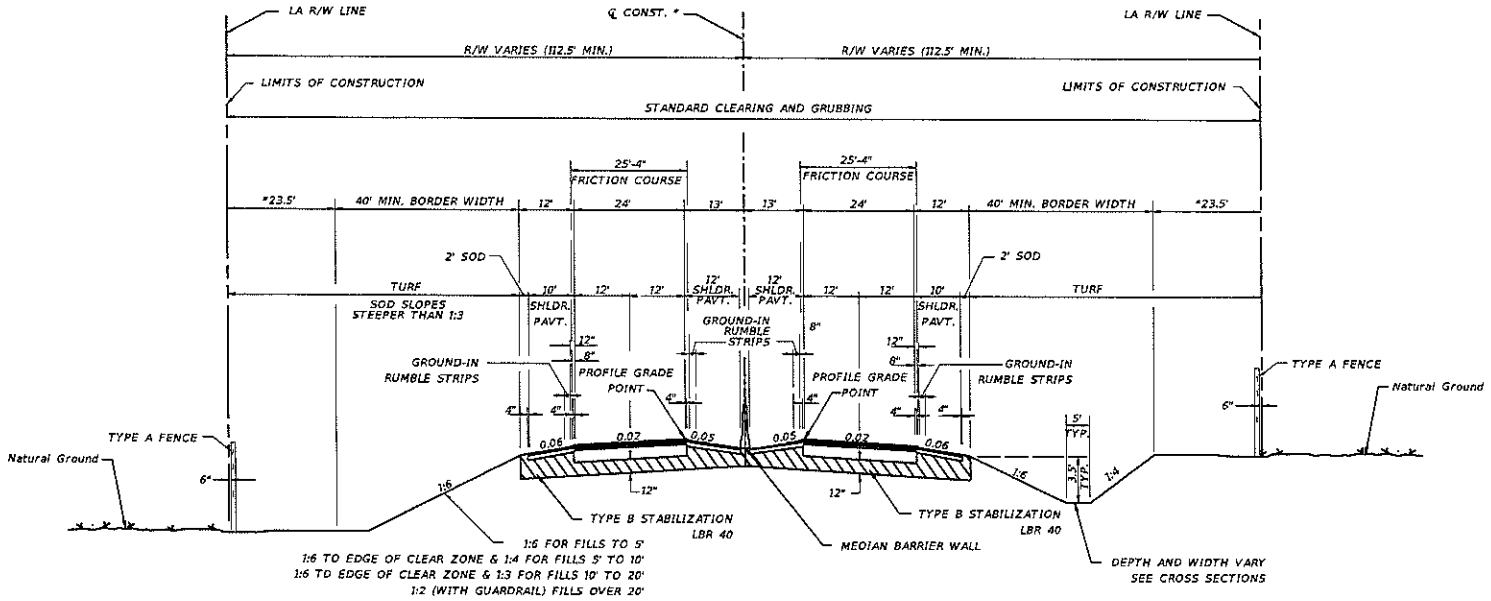
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED RURAL TYPICAL SECTION
FROM SR 8 (I-10) TO US 29 (PENSACOLA BLVD.)
DESIGN SPEED = 70 mph

*NOTE: THE WIDTH OF THIS AREA IS TO BE ADDED TO OBTAIN OVERALL BORDER WIDTH.

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer _____ Date	_____ JORGE RIVERA FHWA Transportation Engineer _____ Date

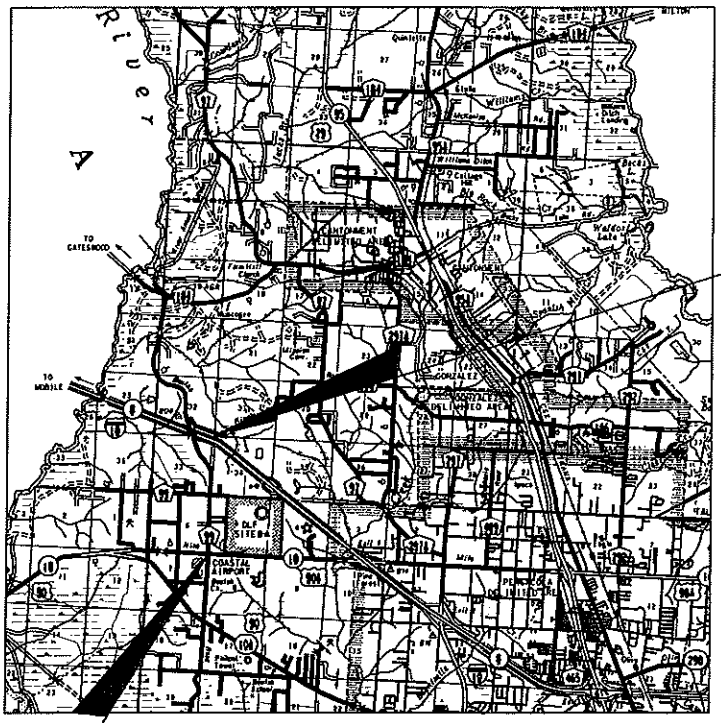
$USERS $DATES $TIMES $FILES

GMR: 05-25-17 Rezoning Case Z-2016-11 Attachment

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION PACKAGE

BEULAH HIGHWAY RECONSTRUCTION
FROM SR 10A (MOBILE HIGHWAY)
TO SR 10 (INTERSTATE 10)



N
NTS

END PROJECT
SR 10

BEGIN PROJECT
US 90 & BEULAH RD.

ATKINS
2114 Airport Blvd.
Suite 1450
Pensacola,Florida
32504-6968

DESIGNED BY : _____
GREGORY S. ALLEN, P.E. 51858

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ COUNTY (SECTION) ESCAMBIA (48000096)

PROJECT DESCRIPTION BEULAH HIGHWAY RECONSTRUCTION FROM SR 10A (MOBILE HIGHWAY) TO SR 10 (INTERSTATE 10)

PROJECT CONTROLS

FUNCTIONAL CLASSIFICATION

( ) RURAL
(X) URBAN

( ) FREEWAY/EXPWY. ( ) MAJOR COLL.
( ) PRINCIPAL ART. ( ) MINOR COLL.
(X) MINOR ART. ( ) LOCAL

HIGHWAY SYSTEM

Yes	No	
(X)	( )	NATIONAL HIGHWAY SYSTEM
( )	(X)	FLORIDA INTRASTATE HIGHWAY SYSTEM
( )	(X)	STRATEGIC INTERMODAL SYSTEM
(X)	( )	STATE HIGHWAY SYSTEM
(X)	( )	OFF STATE HIGHWAY SYSTEM

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( ) 5 - RESTRICTIVE w/440 ft. Connection Spacing
(X) 6 - NON-RESTRICTIVE w/1320 ft. Signal Spacing
( ) 7 - BOTH MEDIAN TYPES

TRAFFIC

	YEAR	AADT
CURRENT	2016	
OPENING	2030	
DESIGN	2040	

DESIGN SPEED 45
POSTED SPEED 40

DISTRIBUTION
K 30 %
D 30 %
T_{24} %

DESIGN SPEED APPROVALS

_____ _____
DISTRICT DESIGN ENGINEER DATE

_____ _____
DISTRICT TRAFFIC OPERATIONS ENGINEER DATE

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LIST MAJOR STRUCTURES LOCATION/DESCRIPTION - REQUIRING INDEPENDENT STRUCTURE DESIGN:
BRIDGE OVERPASS ACROSSING SR 10 (INTERSTATE 10)

LIST MAJOR UTILITIES WITHIN PROJECT CORRIDOR:
TELEPHONE, FIBER OPTIC, GAS, OVERHEAD ELECTRIC, POWER, SEWER, & CABLE TV

LIST OTHER INFORMATION PERTINENT TO DESIGN OF PROJECT:

$USER$ $DATE$ $TIME$ $FILE$

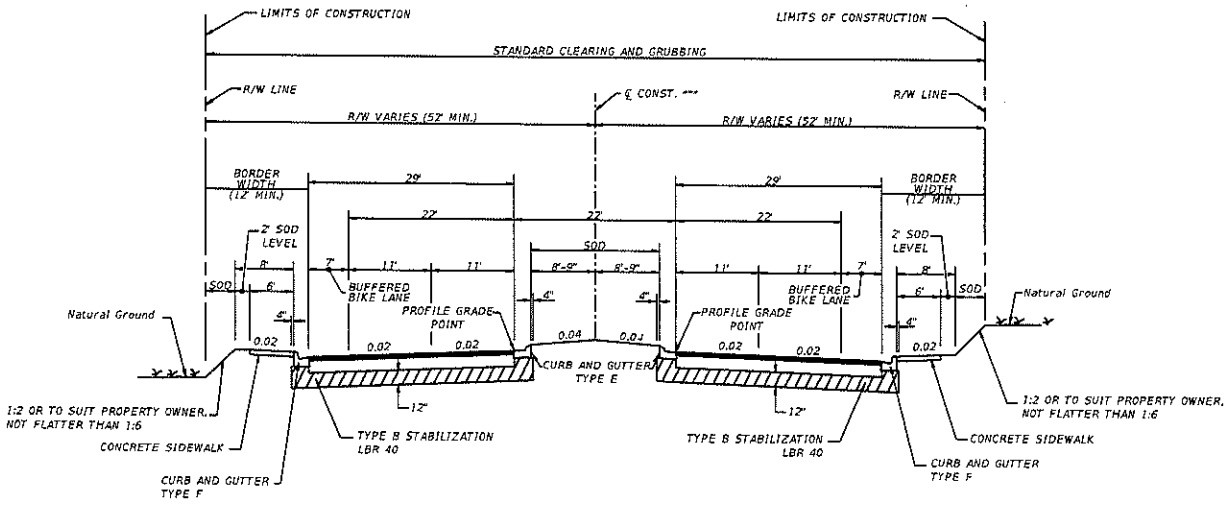
PROJECT IDENTIFICATION

FINANCIAL PROJECT ID _____ FEDERAL AID PROJECT NO. _____ COUNTY NAME ESCAMBIA

SECTION NO. _____ ROAD DESIGNATION _____ LIMITS/MILEPOST _____

PROJECT DESCRIPTION PROPOSED I-10/BEULAH INTERCHANGE AND BEULAH BELTWAY (NEW ALIGNMENT), FROM US 90 (MOBILE HIGHWAY) TO US 29

PROPOSED ROADWAY TYPICAL SECTION



PROPOSED URBAN TYPICAL SECTION
FROM US 90 (MOBILE HIGHWAY) TO SR 8 (I-10)
DESIGN SPEED = 45 mph

APPROVED BY: GREGORY S. ALLEN, P.E. #51858	FDOT CONCURRENCE	FHWA CONCURRENCE
_____ Engineer Of Record Signature and Date	_____ _____ RODNEY CHAMBERLAIN, P.E. FDOT District Design Engineer Date	_____ _____ JORGE RIVERA FHWA Transportation Engineer Date

$USER$ $DATE$ $TIME$ $FILE$

GMR: 05-25-17 Rezoning Case Z-2016-11 Attachment

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 02/07/17 AND

Rezoning Quasi-judicial Hearing ~~OR~~ **Regular Planning Board Meeting**

Rezoning Case #: Z-2016-11 **Agenda Item Number/Description:** LSA 2016-03

X In Favor _____ Against

*Name: Jesse W. Rigby (Clark Partington)

*Address: 125 W. Romana St Suite 800 *City, State, Zip: Pensacola 32502

Email Address: jrigby@clarkpartington.com Phone: 434-3262

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/7/17

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-11

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: JOE RECTOR - DEWBERRY

*Address: 25 W CEDAR *City, State, Zip: PENSACOLA

Email Address: jrector@dewberry.com Phone: 8505027160

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

DID NOT SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 02/07/17 AND

Rezoning Quasi-judicial Hearing ~~OR~~ Regular Planning Board Meeting

Rezoning Case #: Z-2016-11

Agenda Item Number/Description: LSA-2016-03

Did not speak on this item

X In Favor _____ Against

*Name: James Young

*Address: 5049 Basil Ave *City, State, Zip: Milton, Fla 32583

Email Address: JAYANDKWY@AOL.COM Phone: 850-293-1100

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12244 **Growth Management Report 12. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/25/2017
Issue: 5:49 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on February 7, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2016-11 was heard by the Planning Board on February 7, 2017. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2016-11**
Address:	11975 Beulah Road
Property Reference No.:	34-1N-31-2101-000-001
Property Size:	56.8 (+/-) acres
From:	Ind, Industrial district (du density limited to vested residential development)
To:	LDR, Low Density Residential district (four du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered

DRAFT

and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12246 **Growth Management Report** **12. 7.**
BCC Regular Meeting
Meeting Date: 05/25/2017
Issue: 5:50 p.m. - A Public Hearing - Vested Rights Determination - VRD-2017-01
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - Recommendation Concerning the Review of Vested Rights Determination VRD-2017-01

That the Board of County Commissioners (BCC) review and approve the following Vested Rights case:

Case No.:	**VRD-2017-01**
Project Address:	9300 Blk Gibson Road
Property Reference No.:	24-3N-32-1301-001-001
Zoning District:	Agr
FLU Category:	AG
Vested Rights for:	Land Use
Applicant:	Constance Parker

BACKGROUND:

In 2002, the Applicant purchased a ten-acre parcel of land that was a portion of an 85± acre lot-of-record. While the future land use and zoning both called for minimum 20-acre lots, the applicant pulled a permit in 2003 and built a home on the west half of the ten acre parcel. The western five-acre portion containing the home was sold in 2005 and that same year the applicant became the sole owner of the remaining eastern five acres. The applicant has since paid taxes on the five acres in question and states that she believed it to be a buildable lot.

In 2017, the applicant approached Planning staff regarding permitting a home on the parcel and was told that the parcel was non-conforming with future land use and zoning and a building permit could not be issued. Staff reviewed with the applicant the idea of seeking a future land use change along with a rezoning to make the parcel conforming. This option would prove difficult as either change would result in an isolated district and would be a considerable cost while providing no assurance of a positive outcome.

Faced with these options, the applicant is requesting to be vested with development rights for the non-conforming five-acre parcel.

CRITERIA FOR VESTED RIGHTS:

LDC 2-6.7 Vested Rights. It is the intent of the Land Development Code to provide a mechanism for the granting of an equitable vested right according to the provisions of this section when a landowner asserts that sufficient development activity, once lawful under applicable land use regulations but now contrary to their terms, has occurred so that the landowner is entitled to a development right. An owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 3, Chapter 5 at the time of vesting.

CRITERION 1:

LDC 2-6.7(1) The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

FINDINGS:

Staff research has found no permit or other development approval for the parcel in question.

LDC 2-6.8(f) Limitation on vested rights. A determination of vested rights shall expire and be null and void unless construction of improvements, if any, are commenced pursuant to a development order within 18 months after the issuance of the determination of vested rights.

CRITERION 2:

LDC 2-6.7(2) The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

FINDINGS:

The applicant contends that her expense in taxes and surveys for the parcel have vested her with development rights. She also has stated her belief that since the County granted a permit on the western five acres, she believed the eastern five acres was buildable as well.

In a review of the permit issued for the western parcel, staff found mention that the permit was granted based on the Land Development Code family conveyance provision (Sec. 5-3.2(d)) which states:

Family conveyance exception. No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

Because this provision has already been applied to the parent ten acres, it is not available for the remaining parcel.

Attachments

Application Packet

VRD-2017-01

9300 BLK GIBSON ROAD

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: VRD-2017-01

Project Address: 9300 Block Gibson Road

Property Reference No.: 24-3N-32-1301-001-001

Zoning District: Agr

FLU Category: AG

Vested ERights for: Land Use

Applicant: Constance Parker

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of April 2017, commencing at approximately 10:22 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
ERIC FEARS, District 4
REID RUSHING, Vice Chair
WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

BARBARA "BOBBIE" ELLIS-WIGGINS, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: All right. We will move then to our last case, which for some of you will be a little bit of a new one.

This is a Planning Board review and to make a recommendation to the Board of County Commissioners on a vested rights case. And we do have a couple of speakers on that.

Who will be presenting?

Allyson again. Okay.

MS. CAIN: This is a vested rights combination, 2017-01, 9300 block of Gibson Road. The applicant -- I'm sorry. Wait 'til you ask.

THE CHAIRMAN: Okay.

MS. CAIN: The location map showing the location on Gibson Road. This is the land use map showing the current zoning of agricultural. This is the future land use map, also showing agricultural. And this is the aerial photo. That's all for the maps.

THE CHAIRMAN: Okay.

In this case, we will go ahead and bring Ms. Constance Parker -- Connie Parker -- forward, please.

All right. Good morning, ma'am. If you will please be sworn in and then state your name and address for the record.

...CONSTANCE PARKER, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: All right. Good morning, ma'am. If you'll please just state your name and address for the record.

MS. PARKER: Connie Parker, 2683 Stallion Road, Cantonment, Florida 32533.

THE CHAIRMAN: Okay. And if you'll just go ahead through your presentation.

MS. PARKER: Okay.

THE CHAIRMAN: That's what we're here for.

MS. PARKER: In February of '03, I purchased a ten-acre parcel of land on Gibson Road. And then in November, I brought in -- Well, I had five acres and five acres, but it's a ten-acre parcel.

I secured a mortgage on my five acres, bought a permit, built a house, lived there for a few years, sold the house. And I kept my vacant lot, my other five acres, I kept that.

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I've had that since I sold it in '05. Paid my property taxes, just kept everything up because I wasn't sure what I was -- if I was going to build another house there or what I was going to do.

A family down the road approached me about buying it.

And I said, "You know, I guess. I mean, I've been paying taxes for 12 years. I don't really think I'll move back out here, and so, yeah, sure.

"But do yourself a due diligence. Call the county and make sure what you have to do for new construction," because I haven't built a house in a long time.

That's when they called me back and said, "I can't pull a permit because of the density."

And I'm like, "What do you mean 'the density'?"

So I came in and I spoke with Drew and Horace and Ms. Wynn, and got some questions, and spent a lot of time here in trying to understand everything.

You have to have a -- Thank you. You have to have a 20-acre parcel to build. I never even

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owned 20. I only owned 10. I bought 10. It's one house per 20 acres out there.

I only owned ten acres. I only have a house on five, secured on five, so that's why I'm here, to I guess show that I had a vested right in my other five acres because that's all I ever owned, is the ten acres.

And it is for a new construction for single-family dwelling to go on that property.

THE CHAIRMAN: Okay.

MS. PARKER: And if you need to look at it, sir, I have the survey, and I have the '03 survey. I have an '07 survey. I have a bunch of surveys, so if you need to look at anything, I have that. Also have the receipt for my permit I bought when I built my house.

THE CHAIRMAN: Okay. Let's go ahead and hear from staff and hear their presentation, and then we may have you bring that into evidence.

MR. JONES: We have all that in evidence. Thank you.

THE CHAIRMAN: Okay.

MS. CAIN: We have the two surveys in your packet, so the two surveys that she referred to are in your packet.

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THE CHAIRMAN: So they're already part of the record?

MS. CAIN: The receipt of the permit is not.

THE CHAIRMAN: Okay. Ms. Parker, come back forward again. I'm sorry. I knew there was some surveys in the packets. I didn't know -- are they the same surveys?

MR. JONES: Let's take a look at them. I want to make sure.

THE CHAIRMAN: Let's just make sure we have everything. If you'll give them to --

MR. CAIN: Are they the ones on 2007 and 2003.

MS. PARKER: Yes, that's them. That's it right there.

MR. JONES: Okay.

MS. PARKER: And the vacant lot, and then this is the latest survey that I had done in '07, and it's the same boundary, same legal.

MS. CAIN: And that's the same one we have.

MS. PARKER: It's the second one.

THE CHAIRMAN: Okay. So those are already part of the record, so we just confirmed that.

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Now, you did have one other document that you said was a receipt?

MS. PARKER: Yes, sir. When I bought my permits in November or . . . I purchased this in December of '03 for building my new house there.

THE CHAIRMAN: Okay. And this -- copies that you have here in front of us, is it a true and accurate copy of the receipt that you personally received?

MS. PARKER: Yes, sir.

THE CHAIRMAN: Okay. All right. And if you'll just submit that to the county attorney for review there.

MS. CAIN: Okay.

THE CHAIRMAN: Hold on just a minute, Allyson. Let's take care of this -- bringing this in as evidence first.

MR. HOLMER: I'm going to make copies.

THE CHAIRMAN: Okay. I would like for the board members to actually see it before we accept it into evidence, so if you'll just start it down here and let everyone review what we're looking at.

Been the applicant's testimony that this

is true and accurate copy of the receipt she received, or the original maybe in this case. Okay.

THE CHAIRMAN: Okay. Board members, now that you've had an opportunity to review the original receipt presented by Ms. Parker, the Chair will entertain a motion to accept that into evidence as part of the applicant's record.

MR. RUSHING: So moved.

THE CHAIRMAN: Do we have a second?

MR. INGWELL: Second.

THE CHAIRMAN: Second.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. It is accepted as Applicant's Exhibit A. Please mark it as Applicant's Exhibit A.

MR. HOLMER: I'll make copies.

THE CHAIRMAN: Yes. Thank you.

All right. Go ahead, now that we've got

it.

MS. PARKER: Okay.

THE CHAIRMAN: Now we'll go ahead and let Allyson finish her part of the presentation. Sorry to make you go back and forth.

MS. PARKER: No, no, no. No problem.

THE CHAIRMAN: Make sure we get everything on the record.

MS. CAIN: Okay. This is -- Zoning district here is agricultural, which is one per 20.

Basically, Ms. Parker, I'm going to kind of reiterate what she said because we're on the same page as far as the history.

She did purchase the 10-acre parcel in 2002, which was . . . It was a portion of an 85-acre parcel on record.

The future land use called, of, course for -- it's a 20 -- middle 20 acre lots. As she stated, she did pull a permit in 2003 to build a home on the western half of the 10 acres, which was a 5-acre parcel.

The western 5-acre parcel with the home, she sold it in 2005. And then she -- in the same year she actually became the sole owner of

the eastern 5 acres.

In 2017, Ms. Parker came in, and she approached us to ask us about, you know, building a home. And she was wanting to sell the property. And it was 5 acres.

And as she stated, it was nonconforming. We reviewed with her, trying to seek a future land use change along with maybe rezoning, but then the option was going to be difficult because of the constraints and the isolated zoning restrictions, and so forth and the cost.

When staff reviewed some of the history, when we looked back at the permits, we did find that there was a mention on the permit that this was from a family conveyance, so that's actually, I believe, how, when she got the 10 acres in the beginning, as you know, family conveyance is that if you family convey it through, you know, parent to sibling, and so on and so forth, it does meet some of those requirements as far as the one per 20. So I believe that's somehow how the permit was issued for the -- she got the 10 acres to build the home.

Well now that she's further divided it, it

takes that 10 acres and makes it even less conforming lots with another -- with a 5 acre parcel that, even though, you know, she paid taxes, you know, it's not a buildable lot, according to the agricultural zoning category.

MR. JONES: Let me see that, Allyson. These are -- this is for the information. This is a very, very complex -- complex issue.

Another reason -- And -- and -- and we did -- I want to make for the record, we did speak to Ms. -- Ms. Parker about this, that the -- the lot of record, family conveyance, tend to have at least one single-family home.

Family conveyance come in, and it sort of -- it sort of -- it sort of -- we only got setbacks. We don't look at zoning. We don't look at access. We don't look at -- road.

When this lot was divided again with this five acres, the posture is still not a conforming lot. What the access, with the road frontage and -- and -- and -- and our Land Development Code says that every lot, you got to have the proper road frontage at the county right-of-way, so -- so -- so that still would be a challenge for her going forward.

It's -- it's -- it's -- it's a challenge because it still won't be a conforming lot based -- due to the -- due to the road frontage because it -- it doesn't have that -- it -- it does not meet the zoning requirements of the 20-acre requirement.

And -- and I get -- and her -- and she feels like that because the building special department issued her a house permit, that that gives her the -- the right for the -- the -- the -- to proceed with -- being that she'll be -- because the building special department gave her the permit to construct the first home there.

And that's something that this board will have to decide, but I do want to state for the record that this lot, it does not conform with any of the standards as being a buildable, developable lot, so I want to -- so I don't want her to think she's got vested rights, and then she come in and see us again, and this issue of road frontage come up. That issue will be there.

And -- and the past . . . This is the past experience, when people do -- when they --

so -- so I just want to say that for the record.

THE CHAIRMAN: Okay.

Well, I just had a question in follow-up to that. Let me just make sure I understand exactly what happened.

So she purchased 10 acres and had 10 acres originally. Applied to county for a building permit, and it was granted, based on 10 acres. Okay. And the house was constructed, so at that time the zoning was in place, so that was an error?

MR. JONES: No.

MS. CAIN: It's a family -- Somehow on the -- in the permit system we found it says -- and it's stated -- applicant only has 10 acres. "Family conveyance" was noted on the permit.

So according to -- you know, we weren't here at that time, but for our submission, we're thinking that when something came about, I have 10 acres, family-conveyed 10 acres. I'm going to build a house. So therefore she had a right to build her house, her one single-family, on that 10 acres.

THE CHAIRMAN: Okay. We're going to hear from you.

MS. CAIN: And so like I said, we weren't here at that time, and those were in the system.

So when that happened, she had her one single-family home that was built. So then she sold the house and 5 acres of the 10, which further made it nonconforming, but she didn't family convey it or anything. She just sold off that half and has the remaining 5, so . . .

THE CHAIRMAN: So during that sale, there was nothing done through the county as far as subdivision of a lot. It was just basically a survey.

MS. CAIN: Yes, sir.

THE CHAIRMAN: And then a sale.

MS. CAIN: Yes, sir.

THE CHAIRMAN: Okay.

MS. CAIN: Now, we did search. We didn't -- currently we haven't found any permit or development order approval for the parcel since then.

Also, I just wanted to mention the termination of vested rights. When you get into vested rights, it expires and will be null and void, unless construction or a permit with any or commence pursuant to a development order

within 18 months of the issuance of the termination of vested rights.

So our -- I'm kind of thinking, vested rights, are we giving vested rights for her to build a home? Vested rights, you know, to sell it? Do you still have vested rights to the land because the vested rights goes with parcel.

MS. ELLIS-WIGGINS: Just for clarification, I believe Ms. Parker said that the basis for her claim to a vested right was in the other five acres.

I just need to understand what the issue is. Is the issue that there's a vested right as to the five acres on which you built?

THE CHAIRMAN: Let's bring you back up to the microphone, and we'll go to get to the bottom on this.

MS. PARKER: Okay. Yes, sir.

So this -- if you will, this piece of land is a perfect rectangle.

THE CHAIRMAN: Okay.

MS. PARKER: So it's the same road frontage for this lot as the one that you permitted me to build a house on, 389 feet. across the front. If you -- I'm sorry. Yeah,

329. It's road frontage. I mean, it's a perfect rectangle. And I -- it was split down the middle. And the house was built on this five acres. This five acres stayed wooded.

THE CHAIRMAN: Okay. Let's go back for just a second, if I can. I want to take you back to the beginning of the process because we want to -- I heard what Allyson found in the record.

MS. PARKER: Mm-hmm.

THE CHAIRMAN: But now I want to know what actually happened with you.

So the property, was it given to you from a family member?

MS. PARKER: No, sir. And we did not know the man we bought it from. And through research and coming in and talking, this gentleman had gotten a bunch of land from a deceased mother or something. And it was a lot more than the 10 acres he sold me because he sold me 10. He sold the next 10. I think it started out as an 85-acre parcel of land. And I have my closing documents. I don't know this gentleman. He's from, like, Birmingham, Alabama.

THE CHAIRMAN: Okay. So as far as you

know, you never applied for a family conveyance permit. Because our code allows for people to be able to give some property to a family member, and like Horace was saying, to be able to build a residence on. And this is for people who have a big piece of property, and they want to kind of have a family compound.

MS. PARKER: Right.

THE CHAIRMAN: Where they have several houses on one property. And that's what it's intended for, really.

But you didn't go through that process at all?

MS. PARKER: No. And that's not a relative of mine. And I can do whatever I need to do to prove that --

THE CHAIRMAN: Okay. That's fine.

MS. PARKER: -- because I just bought my 10, and then the next 10 sold as well. And when I started my process and also have my mortgage settlement, my mortgage -- everything was just on the five acres because I didn't need my other five acres. I wanted it to sit there and not disturb it. So it's exactly a perfect rectangle, cut right down the middle, and an

exact amount of road frontage for each lot. I mean, it's just that.

And this gentleman who sold it to us, the only thing he did was, he -- I know that the 10 next to this one sold at about the same time because we were doing surveys and getting things done, you know.

THE CHAIRMAN: Okay. So when you applied for the building permit, you applied for it as 10 acres or 5 acres? You went to the county and said, "I've got 10 acres I want to build a house on," or was it 5 acres?

MS. PARKER: Well, they're saying it was 10.

THE CHAIRMAN: Okay. So --

MS. PARKER: And according to that, then it was 10. I don't remember that part. Actually, my mortgage was only on the 5, so I -- they have records they say it was 10.

THE CHAIRMAN: Okay. So at that point right there, Horace, you say our -- the county records have something about family conveyance.

MR. JONES: Yes, sir.

THE CHAIRMAN: Okay. And we have that document or whatever that is that shows -- was

that done by the previous owner?

MS. CAIN: I'm sorry. Was what done by the . . .

THE CHAIRMAN: We said there was something on record that showed this was a family conveyance when Ms. Parker got it.

MS. CAIN: -- the actual application inside the permit system.

Now, this permit system, it looks like it came from the old Berth [sic] computer system, so our Sale [sic] system looks a little different, but if you look at the notes in the permit, it says "family conveyance."

MR. HOLMER: Do a screen shot.

MS. CAIN: Okay. We'll bring a screen --

THE CHAIRMAN: Is that notated on this receipt --

MS. CAIN: We'll bring a screen --

THE CHAIRMAN: -- somewhere?

MS. CAIN: -- sir -- we're going to get that -- on this particular one, it doesn't have the notes taken, but Mr. Andrews, the homeowner --

MR. JONES: That is -- it is not going to be on the receipt. But inside the notes for

the -- when the actual permit was issued, there was a column when you can put notes. And -- and -- and that's the receipt.

THE CHAIRMAN: Okay. Well, I have two questions about this receipt.

First of all, at the top here it says, "One of three." Now, is that page one of three? Were there other pages that went with this receipt? That's the first question.

And number two was: Anything given from the county that was given to Ms. Parker that said this is some kind of a family conveyance permit, that's why you're getting it, is because we allow it under family conveyance? Or was she just issued a permit?

MR. HOLMER: Andrew Holmer, development services.

THE CHAIRMAN: Andrew, were you sworn in at the beginning?

MR. HOLMER: I was not.

THE CHAIRMAN: Okay.

- - -

...ANDREW HOLMER, upon being duly sworn, was examined and testified as follows:

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THE CHAIRMAN: Thank you, sir.

MR. HOLMER: Okay. To that point, I'm going to go try to get a screen capture of the current permit system.

At the time this came in, we were under a different permitting system. When we go into the new one, they attempted to convert all our old stuff, so it's not a perfect one-to-one. It's two completely different software systems.

But what we do have is, there's a little box. And when we get a screen capture of it, that just says something to the effect of "family conveyance," when they got -- was the reason they got the permit on -- for the house. I'm going to go get a copy of that.

I don't know -- in the old system I saw that, where it says one of three. I don't know if that was three copies that came out. I don't even remember that -- that -- that system the way it was done. I am going to get the screen --

THE CHAIRMAN: My follow-up question.

MR. HOLMER: Sure.

THE CHAIRMAN: Would there have been anything that was given other than this receipt

to the applicant, to say this was done under a family conveyance? Like, did we give them something saying, "Here's the rules for family conveyance" --

MR. JONES: No, we --

THE CHAIRMAN: -- you're getting --

MR. JONES: -- did not. We -- we did not back then. When -- Family conveyance gave us lots of latitude. And -- and that's -- and we still don't right now. That's something that we definitely need to change. Family conveyance is yet allowed inside the permitting inside the Land Development Code, as it was previously.

THE CHAIRMAN: So it's been Ms. Parker's testimony that she did not know about this family conveyance as part of this process. And we can't show that there were any documents given to her to prove that she was told this was a family conveyance. Is that correct?

MR. JONES: Mr. Briske, I cannot -- I cannot say that, that she was given -- that she was not given anything.

I -- I -- I do recall her showing us a -- a -- a -- a land verification form that had some type of family conveyance written on it. Do you

have that?

MS. PARKER: I -- I -- Well, the -- that thing with the handwriting?

MR. JONES: Yes.

MS. PARKER: Yes.

MR. JONES: Yes.

MS. PARKER: Just the parcel number and -- do you want to see it?

THE CHAIRMAN: If you would let the attorney and Horace review that.

MS. PARKER: Okay.

THE CHAIRMAN: We may need to bring that into evidence as well.

MS. PARKER: I've been in a lot, just talking to these gentlemen and kind of getting guidance, with information. I just got lucky enough to go back and find the file where the house was built and bring the stuff in that I brought in. I brought tons of stuff to them, just to say, "Hey, look. This is what I have."

And they've given me information also, like the maps of the area. And they sent me out to do my own research as far as looking who is on a record and who is an address, and things like that, so . . .

THE CHAIRMAN: Okay. So --
MS. PARKER: I may even be able to look in that file for page two and three of this, if you need me to.
THE CHAIRMAN: I just noticed that it said "one of three" --
MS. PARKER: Yeah.
THE CHAIRMAN: -- so I didn't know --
MS. PARKER: Yeah.
THE CHAIRMAN: -- if we were missing something, but . . . Okay.
So finish walking me through. So you went into the county. You got the permit.
MS. PARKER: Mm-hmm.
THE CHAIRMAN: You thought it was just on 5. The records show it was 10 acres that was applied for.
At some point -- You said you lived there for a while, and then you decided to sell the house, so --
MS. PARKER: Yes. I lived there and -- for a few years, went through a divorce. And I got full ownership of the home.
THE CHAIRMAN: Okay.
MS. PARKER: And so that's way out there.

And so I sold it after a few years. And it just retained my life, and just kind of had -- waiting to see, you know.
THE CHAIRMAN: Okay. So then, you -- at that time, when you got ready to sell the house, you had to get it surveyed into -- it was already surveyed.
MS. PARKER: No, sir. It was already done.
THE CHAIRMAN: Okay.
MS. PARKER: That was already done because I had to do that so that the mortgage was only on the house and 5 acres.
THE CHAIRMAN: Okay. I gotcha.
MS. PARKER: So the other was free and clear. So that was already done. That had been done since, like, '03, '04, somewhere in there.
THE CHAIRMAN: Okay.
MS. PARKER: I did a survey in '07 because the neighbor who brought the house was going to do some stuff, and so I just went ahead and surveyed and marked my corners one more time just because I needed to. And that one is the one that you had is the most recent of '07.
THE CHAIRMAN: I guess my question to

staff, too, would be: Does any of this stuff show up in title work, when we do chain of title for the property, about family conveyance or anything?
MR. JONES: No. Well, that is not in there, this type of evidence, because we don't -- we don't -- we don't require that to be recorded.
However, I think that's a question that she maybe ask to -- to -- that I think -- and especially on this document.
THE CHAIRMAN: Okay. All right.
MS. ELLIS-WIGGINS: Back to my original question. I think it's clarified for everyone. We would like a statement of the basis for your seeking of vested rights determination.
MS. PARKER: Yes, ma'am.
MS. ELLIS-WIGGINS: Is it family conveyance?
MS. PARKER: No, ma'am. I'm not selling it to family. I am selling it to another resident on the road for single-family construction.
MS. ELLIS-WIGGINS: And I think the question is: Did you purchase from it family?

MS. PARKER: No, ma'am. I did not purchase it from family. And I have the title work.
MS. ELLIS-WIGGINS: Okay. So the family conveyance issue is really off the table; is that correct?
MS. PARKER: Yes, ma'am. I don't know why -- I -- I brought Horace in everything I had. And I'm like, "Here's everything in the file." I mean, I don't know why --
MS. ELLIS-WIGGINS: So for the record, the basis for your request for a vested rights determination is that you have a building permit from the county for the west one-half of the 10 acres?
MS. PARKER: Is that the . . .
MS. ELLIS-WIGGINS: Correct. Is that right? The one that the house was on?
MS. PARKER: Yes, ma'am. The house -- the permit in '03 was pulled. Only one permit's ever been pulled.
MS. ELLIS-WIGGINS: I'm sorry. I just need to know the answer to that question. Is that the basis for your request for a vested rights determination?

MS. PARKER: No. I guess the basis is because they told me that's what I would need to do, because it's not a lot of records. And I was told in order to sell my lot so that it could be built on, then this was my option, this was my best option, and for me to do my research, gather my stuff that they, you know, helped me with along the way, as far as information. And that's why I'm here today.

MS. ELLIS-WIGGINS: And I think for clarification for the board -- and that's why I'm asking these questions. And I apologize. I just think that if we can stay on track, and if we can define the issues . . .

MS. PARKER: Mm-hmm.

MS. ELLIS-WIGGINS: . . . everyone will be able to ask you questions that are more logical, and we'll be able to ask and have answers.

The criterion two -- this is Land Development Code 2-6.772. This is the basis for vested rights. "The owner is determined to have acquired rights due to good-faith reliance on an active commission or omission of the county which has caused the owner to make such a substantial change in position or to incur such

expensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired."

So that's the basis of my questions, is what -- what -- what is the -- the -- the county -- the act of the commission or omission of the county on which you rely to claim a vested right in the east one-half of the property?

MS. PARKER: I'm going to be honest with you. I'm not quite sure I understand everything you just read, but I kind of maybe do.

I need to sell the property. So if someone can build a house . . . Through due diligence, I was informed it's not a lot of records, and it could not have a permit pulled on it.

Then I did not understand why that was the case, so I started my process. And I was informed that the vested right -- I would have to establish my vested right and prove that has been operating as a lot of record for 12 years.

THE CHAIRMAN: And I think in layman's terms what she's asking you is that: How did you originally become of the idea that this lot

would be available for -- you know, for resale or for splitting from 10 acres to 5 acres?

MS. PARKER: I -- I didn't -- I never knew it couldn't be.

What I did do was, I came in -- Once the purchaser found out that there would be a problem, I came in; was told that I would have to have it rezoned, ruled residential in order to sell and it then build a house on it.

Went to the meeting with a big round table full of a bunch of people. And it was a preapplication meeting. And they're just talking, talking, talking about stuff. They give me a map. They discuss how many times everybody's done this.

And I'm like, "Well, if this has been done before, I mean, like, why -- why am I having to go through all this?"

Left from there, sat back down at another meeting. And they said, "You know what? This is not the avenue for you to go. This is not what you need. You need to prove you have vested right in the property, and that it's been operating as a lot of record."

I said, "Okay. What [sic] do I do that?"

Horace said, "It's going to be" -- And Horace -- whatever the fees would be and everything.

And I'm like, "I have to spend $700 to prove that I've been operating this piece of land this way?"

They explained the mail-out. They were kind enough to walk me through the process. I submitted everything, paid my money. That's all that -- And really, I've just answered questions that's been asked of me. I don't . . . You know.

MR. JONES: And if I can -- and if I can -- if I can . . . I'm not -- I'm -- I'm not trying to make her case for her at all.

But I'm trying . . . There's a possibility that she may feel that because she acquired that building with a special permit that that gives her the -- the -- the right to proceed, and -- and -- and because she acquired a building permit, and that there was an act of commission or omission from the county, which is one of the basis. I -- I don't know if that case can be made, and -- but I believe that is -- that's why, when we told her -- we said,

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"The only way we can get your case heard basically is if you feel like -- if you feel like -- if you feel like that there was something wrong that we did, there's a -- there's an avenue for that which is a vested rights claim. So there's something that we did, from the county perspective.

THE CHAIRMAN: Okay. So let me just make sure I understand what you're saying, Horace.

So for her to prove that it was a lot of record, what is the requirement for her to prove that it is a lot of record?

MR. JONES: It's -- it's -- it's not a lot of record. It -- it -- We have -- we have records to show through the old . . . February of 1996 to see if that lot has been split up.

THE CHAIRMAN: Okay. So it's not a lot of record, so we cannot prove that it is.

MR. JONES: Yes.

THE CHAIRMAN: So then, like you're saying, her only alternative then would be to prove that she relied on information from the county that either was wrong or she was told -- she relied on that information that it was a lot of record. That would be the only basis for

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trying to prove her case.

MR. JONES: Right.

THE CHAIRMAN: Is what we're saying.

MR. JONES: Yes. And -- and -- and --

THE CHAIRMAN: Does that make more sense to you?

MS. PARKER: Yes.

THE CHAIRMAN: Okay.

MR. JONES: And the lot was -- the -- the lot was split, per the rules at the time, through the family conveyance.

MS. CAIN: And we do have copies of that.

THE CHAIRMAN: If you'll let the attorney please review that as to . . . Now, if we could please state for the record what that document is and where it came from.

MS. CAIN: This is the summary of the building permit that was issued in 2003. The type was new building residential, and it has a permit number, and it has a detailed description.

It says, "Single-family dwelling, family conveyance. Owner has 10 acres." And then, of course, it gives driving directions on how to get there.

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THE CHAIRMAN: Okay. Allyson, then did you personally pull that from the computer and print it out?

MS. CAIN: Yes.

THE CHAIRMAN: Okay.

MS. CAIN: We have copies.

THE CHAIRMAN: Okay. And that came off of the current computer system. And you personally pulled that and printed it.

MS. CAIN: Yes.

THE CHAIRMAN: Okay. And does it accurately represent what's in the county records at this time?

MS. CAIN: Yes.

THE CHAIRMAN: Okay. Now, as long as the attorney has no objections to that document, we'll have a motion to bring it into evidence, please.

Do we have a motion to accept that into evidence?

MR. FEARS: Motion to accept.

THE CHAIRMAN: All right. Do we have a second?

MR. RUSHING: Second.

THE CHAIRMAN: Second.

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Any discussion?

(No response.)

THE CHAIRMAN: All those in favor, say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

What do you believe would be the appropriate labeling of that? Would that be a county exhibit heading, since the county is bringing it forth?

MR. HOLMER: And I'm going to -- I'm going to pass these out to you. And what I did was, I went down to make copies of this. And I put the highlight on that portion of the text box. You can't see the entire text box the way the software is. So I also had to pull out all the text, if you want to see that as well. It basically deals with a pecan tree and building inspection stuff, not land use.

THE CHAIRMAN: Okay. All right. So it's been accepted into evidence. Let's go ahead and make it a County Exhibit A, addition to the package that the county has preserved. Of

course, we need to give a copy of this as well to the applicant. Okay.

Now, I guess the question that I come back to is: She's saying she didn't know this was a family conveyance.

Could this have been done by the previous owner in some way, shape or form?

MR. JONES: It could have. Mr. Briske, it could have been, but I'm -- Ms. -- Ms. Connie, you have this -- I'm just trying to -- because we're just trying to get your confirmation in because that's what we're trying to do.

What -- If you don't mind me asking: Where do you get this from?

MS. PARKER: This was in the file. This is the --

MR. JONES: What file?

MS. PARKER: Well, the house construction file. This was my file. And I mean, it's a couple colors ink, but I didn't write on it, but --

THE CHAIRMAN: Let's describe what that document is.

MS. PARKER: It just says -- It says, "Property can be split per family conveyance."

MR. JONES: Right. And it does have her name on it.

MS. PARKER: And Horace signed it --

MR. JONES: And I'm trying --

MS. PARKER: -- 18 of '03.

MR. JONES: So -- so I'm trying -- I'm trying to -- so --

MS. PARKER: But I wouldn't have split it -- Well, no. Let me just say real quick: 11/18 is when I come in to -- to apply to get ready to build my house. That's all I know.

MR. JONES: So -- so -- so -- so you said "your file." What file did you purchase it from? You said "Construction" --

MS. PARKER: No -- Well, I had a file because I was a residential constructor -- contractor. Still am. With my dad. And so I had the original construction file. And when all this came about, I went back and pulled the file and started digging through, finding everything.

THE CHAIRMAN: Okay.

MS. PARKER: So this was in there. The copy of the permit was in there. The surveys were in there. I even have the closing

paperwork from when I bought the land. I got the title search --

THE CHAIRMAN: Okay. Let's come back to this document --

MS. PARKER: Okay.

THE CHAIRMAN: -- for just a second.

MS. PARKER: Okay.

THE CHAIRMAN: Horace, was it your testimony that it says on this document that the lot can be split?

MR. JONES: It says this -- it says this, yes.

Zoning, VAG-1. Future land use category AG -- I want to make sure you get this. Zoning -- for -- to -- to answer your question, zoning VAG-1. Of the future land use category, AG. It says, "Overlay district 9." I pulled it up. It says, "Comments: Property can be split per family conveyance, verified by Horace Jones, November the 18th, 2003."

As I stated before, at the time family conveyance was still -- it was allowed, Mr. Briske, to split property.

I wasn't so convinced, but -- but to work a work-around because especially that people

wanted to divide and give their land to children. I don't . . . I'm -- I'm -- I'm -- She said that she had a file. I think that maybe -- did -- did your father purchase this property, Connie?

MS. PARKER: I did.

MR. JONES: So you purchased the property.

MS. PARKER: Mm-hmm.

MR. JONES: From -- from Mr. Hall. Okay. Okay.

MS. PARKER: And Mr. Hall owned a bunch of land.

THE CHAIRMAN: All right. Let's go back to this document again.

MS. PARKER: Okay.

THE CHAIRMAN: Do you wish to bring that into evidence as part of the record?

MR. JONES: It's up to you, Connie.

MS. PARKER: I mean, I don't know.

THE CHAIRMAN: I mean, that's what I'm asking you.

MS. PARKER: As my exhibit, yes, sir, sure.

THE CHAIRMAN: Okay. All right.

If you'll please -- the staff, I think and

the attorney has already reviewed it.
Can we please read into the record exactly what it says on the top of -- what is that document labeled?
MS. CAIN: Says "Building Inspections Department, Permitting Division, land use verification form for Escambia County."
THE CHAIRMAN: Okay.
MS. HIGHTOWER: Patty Hightower, school board member. The notation was dated '03?
MR. JONES: What notation?
MS. HIGHTOWER: The notation that you just read on the document.
MR. JONES: Yes, ma'am. It was 2003.
MS. HIGHTOWER: So would that language have been talking about the larger 85-acre parcel, rather than the --
MS. CAIN: No, it didn't.
MS. PARKER: No, ma'am.
MS. HIGHTOWER: The family conveyance part.
MR. JONES: The family conveyance was talking about the portion that -- that was split.
MS. HIGHTOWER: Okay.

MS. PARKER: So -- and this was done in April after that in February where I divided it. I had my house on this five, recorded my mortgage, and then this five.
THE CHAIRMAN: Okay. All right. So Allyson, you've read that in.
Can the board members see that before we accept it into evidence?
Horace, you may not remember this on this document because it was only 14 years ago . . .
(Laughter.)
THE CHAIRMAN: . . . but there are two different color inks on here. One is in blue. Says "property can be split" is in blue. And then "per family conveyance" is in black ink. The signature, your signature, is in blue but the date is in black ink.
Do you have any recollection of this? I know it's a long shot, but . . .
MR. JONES: No, I don't. I don't, but -- but it -- it has my signature, but I -- I -- I don't.
THE CHAIRMAN: Okay.
MR. RUSHING: This is in different pens. Do you recognize that all the writing is yours?

MR. JONES: I do recognize my bad writing, yes, and I think my whole staff does.
(Several "yeses.")
MR. RUSHING: I -- I want to make sure that it --
UNIDENTIFIED STAFF MEMBER: Definitely his writing.
THE CHAIRMAN: Good question. Thank you.
MR. JONES: Chicken scratch.
(Laughter.)
MR. FEARS: While they're reviewing that, can you -- can you define for us, Mr. Jones, "conveyance"?
MR. JONES: It's when property is conveyed or given to someone.
MR. FEARS: Two different people, coming from one to another.
MR. JONES: Yes. Yes.
MR. FEARS: Which is not what happened here. She -- she was . . . She remained the owner. She went from the owner of a 10-acre parcel to the owner of two 5-acre parcels, for the purpose of only mortgaging half the land to be included with the build permit. There was actually no conveyance that took place.

MR. JONES: I don't think so.
MS. ELLIS-WIGGINS: I have -- I have that Allyson has the property record, but I've been looking at the property appraiser's site, and I do have a chronology, if that would help.
THE CHAIRMAN: Okay. If you would, let me get this document brought into evidence first, please. Everybody's had a chance to review the applicant's second exhibit. Are there any questions about that exhibit?
Chair will entertain a motion to accept that into evidence.
MR. RUSHING: So moved.
MR. FEARS: Second.
THE CHAIRMAN: Motion and a second.
Any further questions?
(No response.)
THE CHAIRMAN: All right. All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: All right. We will accept that and label it Applicant's Exhibit B.
Okay. Now, go ahead. I'm sorry.

MS. ELLIS-WIGGINS: Okay. Correct me if I'm wrong. I'm pulling these documents from the Property Appraiser -- from the Escambia County Property Appraiser, April 2002. You and your then husband acquired the 10-acre parcel.

MS. PARKER: Yes, ma'am.

THE CHAIRMAN: Can you pull the microphone just a little closer? Make sure we're recording everything.

MS. ELLIS-WIGGINS: In April 2002, Ms. Parker and her then husband purchased 10 acres.

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: Then in November 2003, you received a permit to build a home on the west side . . .

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: . . . of the 10 acres.

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: In September 2005, you got a quitclaim deed from your then husband as to the east side, the east one half.

MS. PARKER: Yes, ma'am. We owned it together. And in the divorce, I got the property, 100 percent ownership of the lot.

MS. ELLIS-WIGGINS: So we go from November

2003, where you had a permit to build on the west side. September 2005, you got a quitclaim deed as to the east side . . .

MS. PARKER: Mm-hmm.

MS. ELLIS-WIGGINS: . . . from your then husband.

In November 2005 you sold the west side, the five acres where the home was built.

MS. PARKER: Yes, ma'am.

MS. ELLIS-WIGGINS: And then, just for the record, in June 2011 there's been a quitclaim exchanged on the west side, unrelated to this.

THE CHAIRMAN: Okay. Unrelated to this?

MS. PARKER: Oh, yeah. That's not me any more.

MS. ELLIS-WIGGINS: That's all I have from the property records.

THE CHAIRMAN: Okay. Do we have anything -- on the east side of the parcel, it was just the purchase transaction in April 2012, then. Excuse me. 2002.

MS. ELLIS-WIGGINS: On April 2002, there's a warranty deed, purchased, husband and wife, the 10 acres. Ms. Parker and her then husband purchased the 10 acres.

THE CHAIRMAN: Okay. Was that subsequently quitclaim deeded on 2005 when the divorce happened?

MS. ELLIS-WIGGINS: The east side was quitclaimed from the former husband to Ms. Parker. The west side was sold after that. As of September 2005, the west side was still owned by Ms. Parker and her then husband.

THE CHAIRMAN: Okay.

MS. ELLIS-WIGGINS: In November of 2005, the property, the west side, was sold by Ms. Parker and her then husband to a new owner, third party.

THE CHAIRMAN: Okay.

MR. CLAY: I have a question. And I guess this would go to the county here. And that is, if we look at the lots prior to Ms. Parker, were there any lots sold in -- in quantities less than 20?

MS. CAIN: I had done a little research. And I know there was a 20-acre piece of parcel that was sold, so whoever had the -- Mr. Hall or whoever, the 85-plus acres, he sold that off in pieces of 20, and as far as I can tell, like, 20-acre chunks. And I think when there was a

20-acre piece, and that 20 then became a 10-piece, that Ms. Parker ended up purchasing.

So the original owner of the 85, he chopped it up and sold it off, so to speak, if you will.

MR. CLAY: So there weren't any requirements to say that she could not purchase lots less than 20.

MS. CAIN: She could purchase. It's just that the future land use and the zoning said one per 20. And at that time, if you don't know over a lot of -- Honestly, before I became in Planning, I didn't know what you could or couldn't do, you know.

So, hey, if somebody sold me 10 acres, you -- you know, she bought 10 acres and wanted to build a home, and each lot has for a building one single-family dwelling, so now we're back to the: Here's your 10 acres. She built her home. Now she's split it, and she has this other piece, and . . . You know.

MR. CLAY: So there wasn't anything in place to say . . . When she requested the permit to build -- to build a home, there wasn't anything in place, a red flag came up to say,

this is agricultural, or . . .
MS. CAIN: I think that's where the family conveyance note came from because she would not have been able to legally build a home on 10 acres, due to the restraints of the zoning requirements, the density, which is one per 20.
So she comes in. Somehow it says "family conveyance." You know, let her build her house. So she has her home.
MR. CLAY: Right.
MS. CAIN: And whether that was done accidentally or whatever, it -- but regardless, she got her single-family home on her 10 acres that she purchased.
MR. CLAY: So there wasn't any background check to say, "Ms. Parker is not any relation to Mr. Hall."
MR. JONES: We don't -- we don't do that. That's not -- that is not a requirement for -- of the Land Development Code for us to do that.
Not to be -- not to be callous with her -- with her -- with her issue or condescending -- Mr. Briske knows this as well -- it is basically -- the -- the buyer has -- has to do their due diligence.

We see these all of the time. And -- and -- and we're trying to inform them more that they have to do their due diligence, and -- and -- and -- and getting -- and coming, engaging with the county to see these issues.
We do understand her situation. This is not the first. This is not the . . . Maybe the whole -- this won't be the last either.
There's some improvements necessary, but they -- they have -- they have to help us do their due diligence and -- and engage in the right question so we have -- we can inform them.
We -- we don't know every land use question that they -- that they may have, but -- but if they can help us, we can try to lead people down the right path.
And I'm not trying to be callous or condescending with the issue. I've been knowing Ms. Parker a long time. She knows I wouldn't do that to her. But I'm just trying to make the board aware of these issues.
MR. HOLMER: If I could, Andrew Holmer. Just to give you a little bit of a scope on this, lot-of-record date was February 1996. It wasn't until, I think, 2012 -- so we're looking

at 16 years -- that the Property Appraiser's office required folks, when they split property, to come see us and make sure it meets the zoning and future land use.
So you've got a 16-year window there, your zoning and future land use have acreage requirements, but you could chop land up any way you wanted to and sell it to anybody. So there's . . . This isn't the only one out there. Each one is an individual thing as they come in.
MR. JONES: Absolutely. And Mr. Holmer is absolutely correct.
MR. CLAY: Well, I guess my position on that is: I understand that there's a lot of rules and regulations and things that are in place that . . . I know I have two pieces of property in Escambia County, and I'm willing to bet that there's a lot about those pieces of properties that I don't know; and that if I have a sale or whatever, that I would probably come up on the short end of the stick also.
And I think that what I'm listening to is that there's enough to go around on both sides, you know, on this buyer and seller, and also

what the organization is, but that is something that we'd have to look at to be -- to be corrected.
MR. JONES: And -- and -- and -- and actually, you are correct. That's an issue, but one of the criteria is the -- is the act of omission or commission from -- from -- from -- from the county.
Just because rules need to be updated or changed, that still don't say that -- that -- that -- that someone has did anything wrong because rules need to be updated. Technology is being changed daily. And so -- so -- and that -- that's the requirement.
Perhaps we could continue to work with Ms. Parker and with some possible revisions or other regulations that we could -- I don't know how expedient this is for her.
When we -- when we talked to her, we did talk at length with her. Said -- said we could try to provide an avenue, but it may take time, but if there's a point of sale, I can't -- I don't know how expedient this is for us to get worked out for her.
And I think -- I think that's the right --

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because I think that's the . . . But -- but -- but we know that there's some things that need to be updated, but that still don't mean again, repeating myself in closing, that the county has acted . . . did -- did anything wrongly, as far as the -- us meeting the criteria for vested rights.

MS. CAIN: If I could, just -- I kind of have a question in general because this is kind of new, vested rights for this board. There is a limitation for the vested rights, as far as the, you know, 18 months. So if we do a vested rights, are we giving a vested right to the land? To Ms. Parker? To the person who buys it? You know. And how does that 18-month window fit in? I'm not really sure.

THE CHAIRMAN: Okay. We'll make sure we address that going forward.

I have one question, and I'm going to bring it up. We have someone who signed up to speak. But the question -- If you'll come forward, Ms. Parker.

Were you represented by a professional Realtor when you purchased the property or did you just --

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MS. PARKER: I was not, but the gentleman who had it listed had it listed with a Realtor.

THE CHAIRMAN: So there was a selling agent.

MS. PARKER: Mm-hmm.

THE CHAIRMAN: And you have contact with that agent? Did they ever --

MS. PARKER: I -- No. He didn't represent me. He represented the seller. But he actually came to the closing and everything. I'm not sure if he's still a Realtor or not.

THE CHAIRMAN: Okay.

MS. PARKER: But I did want to say this: I've been working with this for a few months. And I've already been to a few meetings, and things like that. And we were talking about how important time is.

The young family that is gonna -- that would like to build on my property, they've already sold their house, and they're living in a camper in a campground. And they are waiting on me to try to get it rectified because they need to live by family. So that kind of answers that question about how quick I need this to happen.

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The second part is, you know, I have my original title work, I'm 99 percent sure, in that folder from where I bought that lot, and because I remember having the discussion with this man over his mother's property about mineral rights.

And now, she would never let him sell mineral rights through all his sales, so the staff encouraged me to go do my research on Gibson Road.

Now, I didn't even -- I took a picture of my sign, you know, that they had up and everything. But I went through the Property Appraiser's page, and I printed every single property on Gibson Road. And I'm working off of memory here because I know everybody's on time constraint, but there was like 73.

Of those 73, more than 50 of those lots are less than 20 acres that are recorded, that people live on them. There's a double wide right around the corner from mine, a double-wide trailer. And a double-wide trailer can live on a five-acre lot, you know. So I mean, I tried to do that due diligence for myself.

I am a builder. I don't buy no land

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without coming in here and saying, "What can I do with this? Can I pull a permit? You know, what's my density here?" And that kind of thing.

So I just -- that's -- that's all I've got. So unless anybody has any other questions of me . . .

THE CHAIRMAN: Well, you bought up a point. Did staff do an analysis and have the parcels in the surrounding area, and how many of them are legal, nonconforming as far as size, or anything like that?

MS. PARKER: I have a map that they made for me, that map.

MR. JONES: We did -- we did make a map. Now, that would be substantial for us to go back and to research.

THE CHAIRMAN: I'm just trying to quantify. She just said that there was many properties on Gibson Road that were already under 20-acres.

MR. JONES: Mm-hmm.

THE CHAIRMAN: And not that that answers the vested rights question, but it does help us understand what the neighborhood is like,

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because -- What else?
MR. HOLMER: Yes, sir. There are multiple properties in the area of all sorts of different sizes.
I would mention once again, this is a rezoning case. You're not taking into account how it fits into the surrounding areas. Think more Board of Adjustment-wise where you're that one specific piece of property. Was something done or not done by the county that vested this property with this right? Each -- each one of those other properties has its own story. And we don't know what they are because we're dealing with the one specific property.
THE CHAIRMAN: Right. Okay.
MS. ELLIS-WIGGINS: Again -- I'm sorry.
THE CHAIRMAN: Okay. Go ahead.
MS. ELLIS-WIGGINS: Again, the criteria for the board's determination is that -- this is what I read before, but the pivotal issue is whether the applicant had a good-faith reliance on an --
THE CHAIRMAN: Bring that up on the screen again because I think that language is important for everybody to review. And you're reading

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right out of criterion 2; is that correct?
MS. ELLIS-WIGGINS: Yes, sir.
THE CHAIRMAN: Okay.
MS. ELLIS-WIGGINS: That first sentence. "the owner is determined to have acquired rights due to a good-faith reliance on something the county did, an omission, a commission."
So it could have been right or wrong. It's a good-faith reliance that is pivotal to your court's determination.
THE CHAIRMAN: Okay. All right.
MR. RUSHING: If the family conveyance was correct in everything we did, and she actually had it conveyed properly by the family, would this be an issue?
MR. JONES: If -- if -- if the rules of the family conveyance provision were followed explicitly through -- through -- for the family member, five acres per family, it would -- it would not be no issue.
MR. RUSHING: Okay. So then, the act or omission could be from the county, that you believed it was a conveyance; therefore, granting her the rights to be able to sell this or divide this property up and sell them in

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individual five-acre lots; correct?
Rightfully or wrongfully, if it was -- if it was or was not a conveyance is not the point. The point is that the documentation shows it is a conveyance; so therefore, it would be an act of omission that it was done incorrectly; therefore, she was under the reliance that it was a -- it was followed -- the steps were followed correctly. Am I not following that?
MR. JONES: Mr. Rushing, the family members owned 10 acres. It was only 10 acres. It was only 10. That's what --
MS. ELLIS-WIGGINS: And again, the issue isn't whether the county acted properly or properly designated it as a family conveyance authorization. That was not the issue. The issue is whether the applicant relied in good faith on the county's actions.
THE CHAIRMAN: Okay. Yes, Ms. Parker.
MS. PARKER: When I've had the 10-acre parcel, and I secured my mortgage on my 5 acres, I can guarantee you I would have not done that had I known I was going to land-lock myself out of being able to build on that. I had no idea that that's what I was doing.

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I -- If there was any kind of family conveyance, I -- I didn't -- I didn't convey it to any family. I owned -- I owned the land. I sold the house. But I would never purposely -- I would have jacked up my price and sold 10 acres and a house.
But, you know, when I divide -- If you look, that land-use thing is dated. Two months later my surveys are in place, my everything is going. I mean, I would have never purposely land-locked myself out of a five-acre parcel of land.
THE CHAIRMAN: You did rely on something that was presented to you.
MS. PARKER: I mean, I thought I was good to do what I was doing, you know, and I just -- I truly just wanted to make that clear.
THE CHAIRMAN: Okay. All right.
I'm going to -- We have a question. Okay.
MR. INGWELL: I have a question referencing the permit we seek. In the parcel ID, what is that in reference to? Is that the 10 acres or 5 acres?
MS. CAIN: That's the 10 acres because at the time, the county . . . It was only for the

original 10 acres. Whether she mortgaged only 5, it is not here or there. But she has the 10 acres, and we gave her a permit to build a single-family home on 10 acres.

Now, if we as the county had done something and told her, "Yes, you can now split it into 5," then the county would have been -- that -- then she would have been vested possibly for a vested right for the 5 acres.

But at the time when she bought the permit, it was strictly for the single-family home on the 10 acres.

So when she split it, we didn't know. I mean, she -- she just mortgaged the 5, and now she built a home, and it was just the 10 acres for the single-family home.

THE CHAIRMAN: Okay.

MR. JONES: And -- and -- and I'd like -- and I'd like to add again, just -- just -- this is very, very challenging, complicated. We do have people that get surveys done all the of the time, and they -- and especially back then, they would go and get the surveys recorded. Once they get them, whether they was conforming or not, they became legal lots because they got

them recorded.

They didn't have to come and see us. Then we took and said, "I'm sorry. You don't -- you don't have a conforming lot."

Then they got to saying, well, I can't -- I can't -- so -- so back then they were recording these lots without county input or without county authorization that now we do have a form in place. We -- we -- we got that established, but back then they was on a separate entity, and they --

THE CHAIRMAN: You're saying the Clerk's office would accept and record, even if it had not gone through the proper subdivision channels.

MR. JONES: Yes. Yes.

MS. CAIN: And the survey . . .

MR. JONES: And -- and -- and they can get --

THE CHAIRMAN: Well, that in itself is part of the problem, accepting and recording something, even if it's not gone through the proper procedure.

MR. RUSHING: Which then goes back to reliance.

MR. JONES: But -- but -- but it is -- it is -- it is something that if we did, the land-use issue -- because they didn't check with us either -- that if they didn't check with us, it's -- it's -- it's -- it's -- they . . . as well, because I -- I -- back then, I'll be honest. I'm not trying to take away -- I'm just trying to say maybe there's another avenue so you can wait to try to get some ordinances for you. I'm just saying.

MS. PARKER: Mm-hmm.

MR. JONES: See. And that's if we -- if -- if -- I -- I -- We would have people come in, "Well, this is my property. You can't tell me what I can do with my property."

Especially back then, when I first got started in 2000, it was paramount back then, so I do -- I do understand the dilemma that she's in. I really do because that's the first time I dealt with this.

THE CHAIRMAN: Okay. Let's go ahead and hear from this gentleman that's been patiently waiting.

Again, for members of the public who wish to speak on this matter, we're not just going to

accept general statements of support or opposition. We would like to have factual information based on these criteria.

Please limit your testimony to one of these criteria. And also note that only those individuals who are present to give testimony on the record will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

Mr. Rodger Elliott.

Good afternoon, sir. Morning still. If you'll be sworn in, please, and then state your name and address for the record.

- - -

...RODGER ELLIOTT, upon being duly sworn, was examined and testified as follows:

- - -

MR. ELLIOTT: My name is Rodger Elliott. I live at 9280 Gibson Road.

I purchased that property as part of the original from the estate of Mr. Manuel Perry. And that was 20 acres.

The 20 acres north of me was sold -- I don't recall the name -- possibly to a Mr. Hall, who then sold it to at that time the Hatches.

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The Hatches two brothers, ex-husband and a brother, split that by -- I'm assuming that was a family conveyance. And then you pretty much know what happened after that. That's just from my memory of having been there.

I'm a farmer. I'm opposed to moving this from an AG classification because when we move things from an AG classification, I start getting complaints about flies or my livestock, guarding dogs barking in the middle of the night because they're guarding my sheep, and a host of other things that happen when people start moving into agricultural areas.

The fact that the two brothers got this property and subdivided it back in '03 or whenever it was, I called and talked to some of the folks down here at that time and asked, "How can this be?"

Well, they said it was a family conveyance, so there's not a whole lot you can do about that, but it bothered me that they were subdividing it when only one was going to build a house there.

The young couple that's trying to buy the property, I've met them. They're great people.

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I'd love to have them for neighbors, but I'm opposed to changing the AG classification on it.

THE CHAIRMAN: All right. Now, you mentioned you're aware of the brother that were involved in the family conveyance. Is one of the brothers her ex-husband?

MR. ELLIOTT: Yes.

THE CHAIRMAN: Is that what you're talking about?

MR. ELLIOTT: That's what I understand.

THE CHAIRMAN: Okay. And you're saying that the other brother was -- somehow owned the property as well?

MR. ELLIOTT: He still owns the other 10.

THE CHAIRMAN: The other 10 acres. Okay. I see. So they brought 20, and then --

MR. ELLIOTT: Split.

THE CHAIRMAN: -- he kept 10 and 10 went -- that's your understanding.

MR. ELLIOTT: That's correct.

THE CHAIRMAN: Okay. All right.

MS. ELLIS-WIGGINS: I do have some property record information along the lines of what you were saying.

The 2002 -- the April 2002 deed for the

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10-acre parcel to Ms. Parker and her former husband, that was from the Perry estate.

MR. ELLIOTT: Right. Well, there was an intermediary there. And it may have been Mr. Hall, but that closed at the same time as I did, and I understood it. Then Mr. Hall then resold it and split it with 10.

MS. ELLIS-WIGGINS: I can't contradict you. I didn't find that intermediary step in the --

MR. ELLIOTT: That may not have closed completely. He was in the process of buying it, had a contract on it. And I made a contract for my 20. That may have fallen through. But it may have come directly from the Perry estate. I don't know that.

THE CHAIRMAN: Okay. So let me just make sure I understand. You're opposed to any change in the zoning. You're also opposed to it being vested for construction of another home on the property. Is that what you're saying?

MR. ELLIOTT: Yes, because I think that would change the agricultural zoning it.

THE CHAIRMAN: Okay.

MR. ELLIOTT: The purpose.

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THE CHAIRMAN: Okay. Any questions of this gentleman?

(No response.)

THE CHAIRMAN: Thank you for being so patient. I know you've waited very patiently.

Okay. Is there anyone else in the public that wishes to speak on this matter?

MS. PARKER: I have one more thing.

THE CHAIRMAN: I'm going to let you finish up.

MS. PARKER: Oh, okay.

THE CHAIRMAN: I just wanted to see if there was anyone else.

(No response.)

THE CHAIRMAN: Okay. We'll hereby close the public portion.

Ms. Parker, you can come back up.

MS. PARKER: When we bought our 10 acres, and the brother that doesn't live here bought his 10 acres, we didn't close on the same day. It was not one big 20 with a family. We bought 10, and I have my closing stuff. And then they had a separate transaction. We had a mortgage on ours. They had a mortgage on theirs. It was never one. That gentleman did a closing with

us. He did a separate closing with them. That was not . . .

THE CHAIRMAN: So the prior owner --

MS. PARKER: And they never pulled a permit on theirs at all.

THE CHAIRMAN: -- is the one that sold you the 10 acres, the prior owner. It wasn't that you and your family members --

MS. PARKER: Right.

THE CHAIRMAN: -- owned the 20 and then divided it.

MS. PARKER: I have a sales contract between myself and Mr. Hall. That's who I purchased my 10 acres from.

THE CHAIRMAN: Okay.

MR. RUSHING: And that's the work that's in the county.

THE CHAIRMAN: Yeah. Okay. All right.

Well, you've probably got 800 questions, but anything to ask here?

(No response.)

THE CHAIRMAN: Anything else from the staff?

(No response.)

THE CHAIRMAN: I don't want to convolute

the decision, but Allyson did bring up a good point with the 18 months, if vested rights is considered here, that that has a limited time on it. And does that go to Ms. Gibson -- excuse me -- Ms. Parker or is that conveyed with the property to a new owner? Are there any rules in the code for that, Horace?

MR. JONES: That's -- that's -- that's something we're going to have to really work with legal on. That's something -- because, see, she -- now she's passing her rights to someone else, and -- and that's something that we'll have to work with legal on -- on that question.

MR. FEARS: In essence, that's already happened. It happened when the sale of the land of 10 acres was allowed to be built on by the buyer.

Those rights were mistakenly, whatever, you want the word "granted" to the builder of the land that -- who bought 10 acres under the assumption she could build on 10, when she really wasn't supposed to.

MS. CAIN: If I can read Section 2-6.7, vested rights. The general intent says, "It is

the intent of this section to provide a mechanism for the granting of an equitable vested right according to the provisions of this section when a landowner asserts that sufficient development activity, once lawful under applicable land use regulations but now contrary to their terms, has occurred so that the landowner is entitled to a development right." So . . .

MR. JONES: The landowner's entitled to a development right. Something that we did, basically, and -- and -- and she responded to really get something, now she's passing this right to . . .

MS. ELLIS-WIGGINS: And I think another physical provision is the "once lawful."

MS. CAIN: "Once lawful under applicable land use regulations."

MR. INGWELL: It seems that this has occurred a lot, by the issuance of the building permit on the initial 10 acres. You know, now it appears we're trying to further subdivide -- further subdivide after the fact. The permit was issued on 10 acres.

MR. JONES: Yes.

MR. INGWELL: And -- didn't know that someone that goes in after the fact and surveys and further subdivides, just like you said. It happens all the time.

MR. JONES: And you're --

MR. INGWELL: And it's not on the county. It's on the landowner to disclose.

MR. RUSHING: Then the second point, and I am in no way forecasting my vote because I really have no clue what I'm going to vote, we used the term "the omission of the Planning Board or the staff" in its conveyance.

But I also understand and I'm also hearing that it may not be your staff that made an omission, but it was the county that actually did. In the consumer's eye and the citizen's eye, each department doesn't act individually. They all act as one.

So if the county made a mistake on something, and she made a decision based on a wrongfully or correctly given information and she made a decision on it, I see that as the county made an omission, even though the -- or may have made an omission, even though the conveyance physically states your department did

not make an omission. Am I making that clear at all?

MR. JONES: I -- I -- I understand. I understand your words. I just -- I just cannot say that that is the . . . I understand the assumption and the logic behind it, but I -- I -- I just can't say that's the way it's supposed to be tied together, that if it's the county, that basically it means the Clerk of Court. It means any other county agency is responsible for something that, one, I -- I don't know if you can make that logical nexus, that logical connection, but I do understand the logic. I do understand the wording behind it, Mr. Rushing.

THE CHAIRMAN: Let me just try to maybe give a little piece of advice to the board members, since some of you are new here. This is a very technical issue, and it's probably going to have to be solved, actually, through application of laws. Okay?

I don't think any of us are attorneys. We're lay people. We were hired to make common sense and reasonable decisions on things. So think through everything that you've heard.

What do you think is reasonable? If that's reasonable, that's the way you should vote. Vote your conscience.

And if it the answer is not what the applicant wants or not what anyone who is opposed to it wants, they have other remedies to be able to appeal. And then it does get decided in a more legal way.

So I know it's a heavy burden right now because you're trying to decide what's the right thing to do, but I've kind of had to do that over the years. I've been on the board quite a long time. And sometimes you just have to say, "Well, this is my best judgment at this point. Let me go with it."

And the somebody overturns it later or changes the decision, then they'll have to prove why they did that. So that's just kind of my personal advice because I know a lot of you are new to this type of thing, so . . .

Yes, ma'am.

MS. ELLIS-WIGGINS: And also, sir, I -- the board -- your assessment, I don't know if it matters, but what you said, I think is really well said and valid.

And to that point, I am just now, unfortunately, reading these three paragraphs in your backup material, the paragraph that Allyson read, the general vested rights, the criterion one and criterion two. And there's some very significant legal points in there or -- or legal points in the sense that they're factors to consider.

That paragraph that I went into earlier, that's just one factor. And so based on your previous statement about assessing what the factors are in making a decision, based on the code, I would point to these three paragraphs as the foundation on which you go forward making your determination. Thank you.

THE CHAIRMAN: Any more discussion or questions?

(No response.)

THE CHAIRMAN: Let me just start. And again, I'm not an attorney, so I'm not very knowledgeable about all of the legal pieces of this.

But in my mind, what I'm thinking is, we've heard testimony that at one time the county was recording dividing land in the public

records. And I see that as being -- right or wrong, the applicant who went through that process didn't do it correctly, but yet, the county -- another arm of the county, maybe, maybe not this department but another arm of the county, recorded those documents.

And in this world, I think a lot of people would rely on the fact that something has been recorded in county documents to be a legal document. Now, maybe -- maybe I'm wrong.

But I would think that, you know -- I don't know Ms. Parker's background and how much she understood about the code or the law or anything like that, but to me it seems reasonable that she would have relied on that information that she did have a right to go forward with the property, so that's the way I'm basing my decision, would be that I do believe she felt she had the right to move forward, and so I would be in support of vesting for this five-acre parcel.

MS. CAIN: I just -- as Ms. Wiggins had stated the criteria, I was looking at it again. And the vested -- criteria for the vested rights, 2-6.7, it does make reference to

establishing the proposed use of the property meets the current supervision of Article 3, Chapter 5 at the time of vesting, and that actually is division of land.

And under one of those 5-3.2, it's the creation of new lots. "No new lots shall be created which require a variance or other exception to the requirements of the LDC, to find sufficient buildable area or other conditions necessary to use a lot for its intended purpose." And that's just one of the sections --

THE CHAIRMAN: Hasn't the lot already been created when she sold the other five acres?

MR. JONES: See -- see, that's the thing. If you want to -- if -- if you want to say, "Well" -- if you want to say that because the lot is recorded that that makes it a valid lot, that does not, that -- that we have -- so we have other issues. That does not make it a valid lot.

When they come to -- when they come to my office, I have to make sure that their lot meets all of the county -- all of this book (indicating) requirements.

On one of the -- one of the requirements is that you've got to -- fronting on a county right-of-way or if the proper road frontage. She was -- they were giving the ability to construct a home on the 10 acres.

Now, to . . . With all respect to Ms. Parker, the ability to further subdivide it or to further split because a survey was done or because a lot was recorded, that still does not nullify the requirements of the Land Development Code. It happens all of the time with -- with -- with us, and -- and -- and we have to tell them that you still got to meet the requirements of the Land Development Code.

Just like when y'all do the rezoning cases, you'll tell them that the site plan review and the DOIC, all of the requirements are substantial.

My county planners. We tell them that as well, that -- and we've got to have -- and to -- and to -- and to -- and to continue in a -- a -- a challenge is not making the situation better. It is continuing with something that's a problem. And that's all -- that's all respectfully said to Ms. Parker and to this

board, that that's why we have to be careful with nullifying this -- this -- this book.

MS. CAIN: And the continuation of that division of land, "Additionally unless established through the family conveyance exception of this section, the creation of any new lot shall comply with the following: One is zoning compliance. Two is the right-of way frontage. And three is subdivision review. And it talks about family . . .

MS. PARKER: Can I talk one more time?

THE CHAIRMAN: Yes.

MS. PARKER: Okay. So I have a letter in that -- in my file that talks about this is not a county-maintained road but the county does do whatever on Gibson Road there, the entire road, and it's huge.

What I want to say is this: The very first survey done -- and I'm not counting on this survey, but the very first survey done in April of '02 on that 10 acres, Horace gave me permission in November to split that 10 acres before I bought a permit in December.

I have the next survey done, which is the foundation survey of two five-acre parcels of

lot -- of land.

I don't know how many times I can beat this dead horse, by that's the honest to God -- that's the end of my story. I bought it, got permission to build on five of it, bought a permit, have a foundation survey with five and five, and a mortgage on the five.

Now, what transpires along the way and the laws and articles, I don't know. All I know is that under guidance, I went to one meeting for a preapplication. I went to a next meeting for a vested rights because I'm trying to be guided through this process.

This is costing me more and more and more money. I pay my property taxes every year. I have -- I do everything I'm supposed to do to that land. And I've been guided as to what my approaches are.

And then I'm told, "Okay. Come to this vested rights things. And I do. And I bring forth everything I know to bring. And now I've got to sit and look at ordinance changes and this, that and the other, which I'm not complaining, but I'm just saying, you know, I'm not stupid. I've been a resident and a

contractor in this county for many years. If you got in there right now, I've got a confidence quorum. I've got two on record.

I'm not dumb. I knew not to, but I would have never landlocked myself out of five acres of property. I would not have done it.

And so, you know, we're looking at time lines. We're looking at laws. I mean, I've got some, too, you know. And so I just want to make sure you guys understand. I'm not trying to shoot myself in the foot. I mean, when -- I did it according to good business sense, I thought.

THE CHAIRMAN: Yes, ma'am. Thank you.

As the parcel sits right now, with all of these issues that go along with it, nothing can be constructed on the property? It has to remain as a vacant property at this point?

MS. CAIN: It does not meet the one per 20 agricultural zoning.

THE CHAIRMAN: Okay. So it just has to be used for trees or farming or whatever you could do on five acres. It could be --

MS. CAIN: Under AG.

THE CHAIRMAN: -- no exceptions made to allow for a residence to be built on it.

MR. JONES: It just doesn't meet the requirements.

THE CHAIRMAN: Okay. I understand. I know that you are presenting what you have to present according to the current code. And the board up here has to make a decision based on what they think is right.

And, you know, like I said, after this case, it may go for appeal. You know, the Board of County Commissioners may get it, and they may not agree with us. They may change it. It may go to appeal after that. So I mean, there's a lot of things that can happen, but I think we just -- I think we've heard everything that we really need to hear. We just need to go ahead and make a decision, so . . .

Yes, Mr. Rushing.

MR. RUSHING: I'd like to go ahead and make a motion on this case to accept the conveyance per the applicant's request.

THE CHAIRMAN: Thereby vesting rights in the parcel?

MR. RUSHING: Yes.

THE CHAIRMAN: Okay.

MR. FEARS: Second.

THE CHAIRMAN: Motion and a second. Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

UNIDENTIFIED BOARD MEMBER: Nay.

THE CHAIRMAN: All right. So we have four.

Mr. Clay, did you vote yes, I believe?

MR. CLAY: I voted yes.

THE CHAIRMAN: Okay. We have four in favor and one opposing, so the motion does carry to move forward to the Board of County Commissioners.

Now, the Board of County Commissioners is their own board. They basically can do what they want, and it may get changed or tabled up there, but okay.

MS. PARKER: Thank you.

THE CHAIRMAN: All right. Thank you.

(Hearing concluded at 11:54 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. D.**
Meeting Date: 04/04/2017
Issue: A Public Hearing Concerning Vested Rights Determination
Organization: Development Services

RECOMMENDATION:
That the Planning Board review and make recommendation to the Board of County Commissioners (BCC) on the following Vested Rights case:

Case No.:	**VRD-2017-01**
Project Address:	9300 Blk Gibson Road
Property Reference No.:	24-3N-32-1301-001-001
Zoning District:	Agr
FLU Category:	AG
Vested Rights for:	Land Use
Applicant:	Constance Parker

BACKGROUND:
In 2002, the Applicant purchased a ten acre parcel of land that was a portion of an 85± acre lot-of-record. While the future land use and zoning both called for minimum 20 acre lots, the Applicant pulled a permit in 2003 and built a home on the west half of the ten acre parcel. The western five acre portion containing the home was sold in 2005 and that same year the Applicant became the sole owner of the remaining eastern five acres. The Applicant has since paid taxes on the five acres in question and states that she believed it to be a buildable lot.

In 2017, the Applicant approached Planning staff regarding permitting a home on the parcel and was told that the parcel is non-conforming with future land use and zoning and a building permit can not be issued. Staff reviewed with the Applicant the idea of seeking a future land use change along with a rezoning to make the parcel conforming. This option would prove difficult as either change would result in an isolated district and would be a considerable cost while providing no assurance of a positive outcome.

Faced with these options, the Applicant is requesting to be vested with

development rights for the non-conforming five acre parcel.

CRITERIA FOR VESTED RIGHTS:

LDC 2-6.7 Vested Rights. It is the intent of the Land Development Code to provide a mechanism for the granting of an equitable vested right according to the provisions of this section when a landowner asserts that sufficient development activity, once lawful under applicable land use regulations but now contrary to their terms, has occurred so that the landowner is entitled to a development right. An owner shall be entitled to a Determination of Vested Rights only if through substantial competent evidence it can be established that the proposed use of the property meets the concurrency provisions of Article 3, Chapter 5 at the time of vesting.

CRITERION 1:

LDC 2-6.7(1) The project was authorized pursuant to a County Development Order, or equivalent issued on or before the effective date of this code, or a pertinent amendment thereto, and the development has commenced and is continuing in good faith. In a claim based upon this criterion, the owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans documented in the original order, or equivalent. In a claim based upon this criterion, the rights to which the owner may be vested is a continuation of the original order, or equivalent.

FINDINGS:

Staff research has found no permit or other development approval for the parcel in question.

LDC 2-6.8(f) Limitation on vested rights. A determination of vested rights shall expire and be null and void unless construction of improvements, if any, are commenced pursuant to a development order within 18 months after the issuance of the determination of vested rights.

CRITERION 2:

LDC 2-6.7(2) The owner is determined to have acquired rights due to good faith reliance on an act of commission or omission of the County which has caused the owner to make such a substantial change in position or to incur such extensive obligations and expenses that it would be highly inequitable and unjust to destroy the rights acquired. In a claim based upon this criterion, the owner must document, and the County must verify, the obligations and expenses that are in jeopardy. The owner must produce evidence of actions and accomplishments that substantiate timely and lawful progression towards the completion of the intentions and plans that

have been jeopardized. Evidence including, but not limited to, that which demonstrates that such activity has not progressed in such a manner may be sufficient to negate a finding of good faith on the part of the owner and therefore invalidate the claim to vested rights.

FINDINGS:

The Applicant contends that her expense in taxes and surveys for the parcel have vested her with development rights. She also has stated her belief that since the County granted a permit on the western five acres, she believed the eastern five acres were buildable as well.

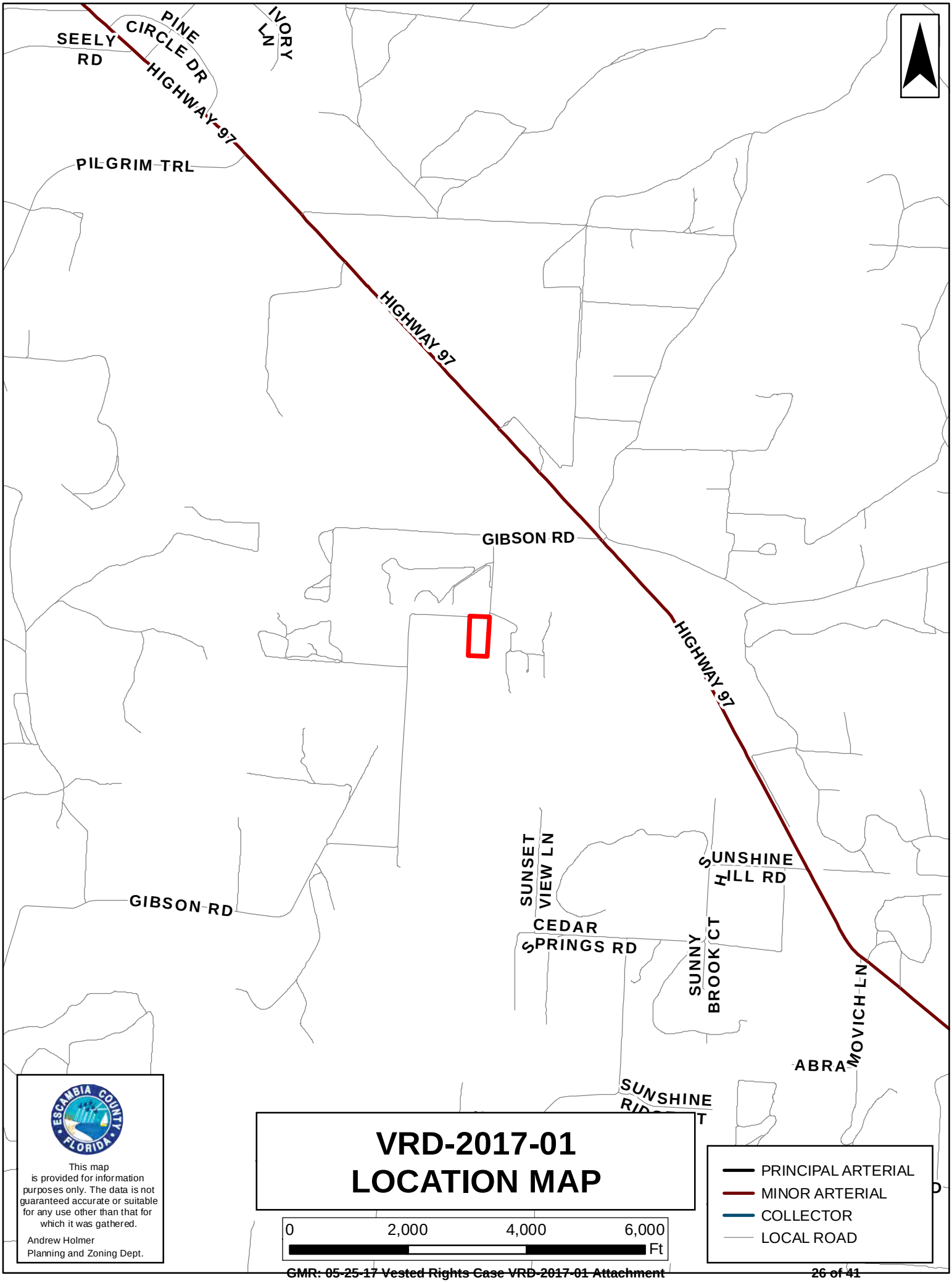
In a review of the permit issued for the western parcel, staff found mention that the permit was granted based on the Land Development Code family conveyance provision (Sec. 5-3.2(d)) which states:

Family conveyance exception. No building permit shall be denied where the property in question is to be used solely as a homestead by an owner-applicant who is the grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, niece, nephew, aunt, uncle or grandchild of the person who conveyed the parcel to such applicant, notwithstanding the density or intensity of use assigned to the parcel by a particular zoning district. This exception shall apply only once to any owner-applicant.

Because this provision has already been applied to the parent ten acres, it is not available for the remaining parcel.

Attachments

VRD-2017-01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PILGRIM TRL
HIGHWAY 97
GIBSON RD
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GIBSON RD
SUNSET VIEW LN
SUNSHINE HILL RD
CEDAR SPRINGS RD
SUNNY BROOK CT
ABRAMOVICH LN
SUNSHINE RIDGE CT
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
VRD-2017-01
LOCATION MAP
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PRINCIPAL ARTERIAL
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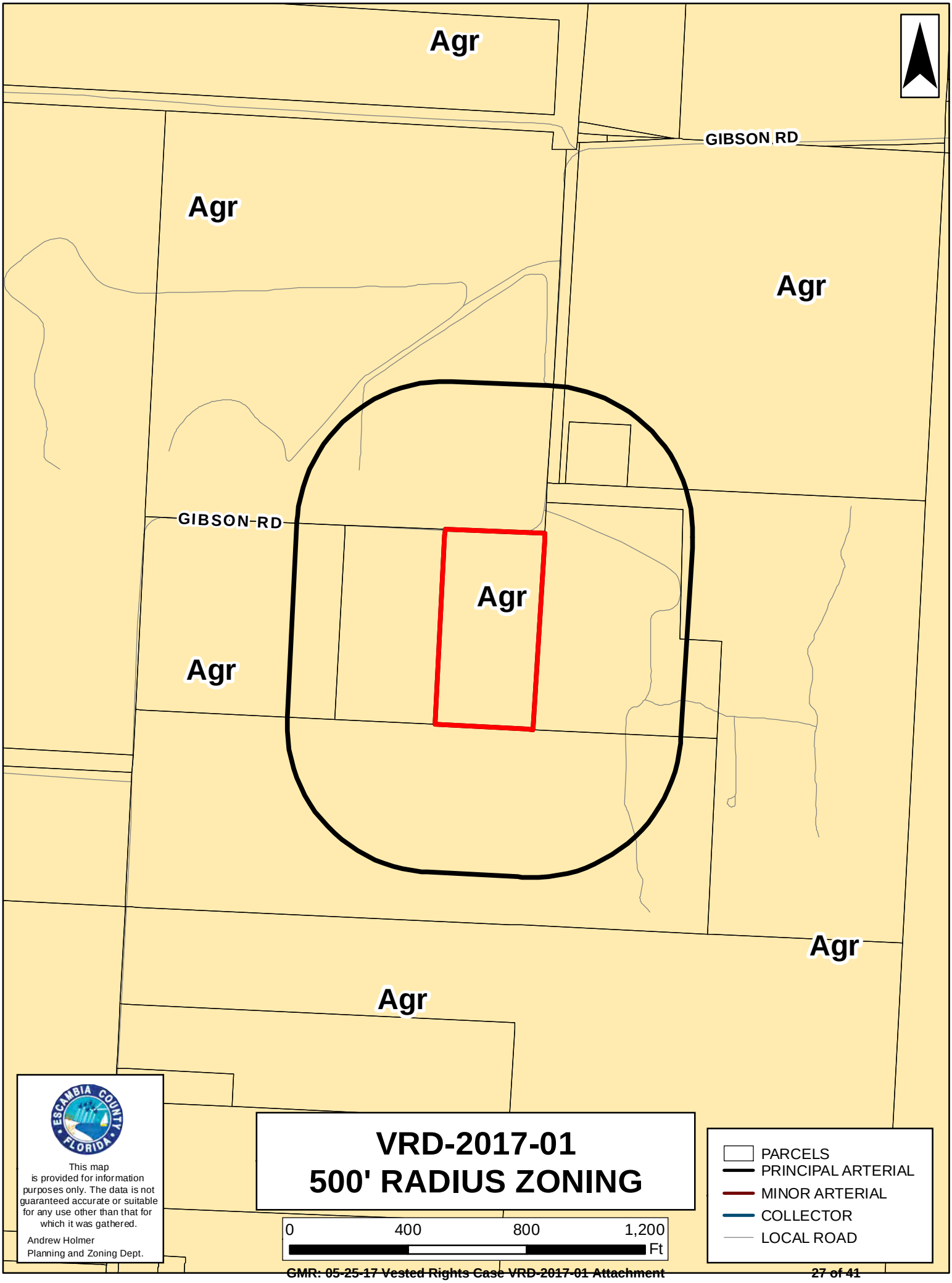
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VRD-2017-01
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PARCELS
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ESCAMBIA COUNTY FLORIDA
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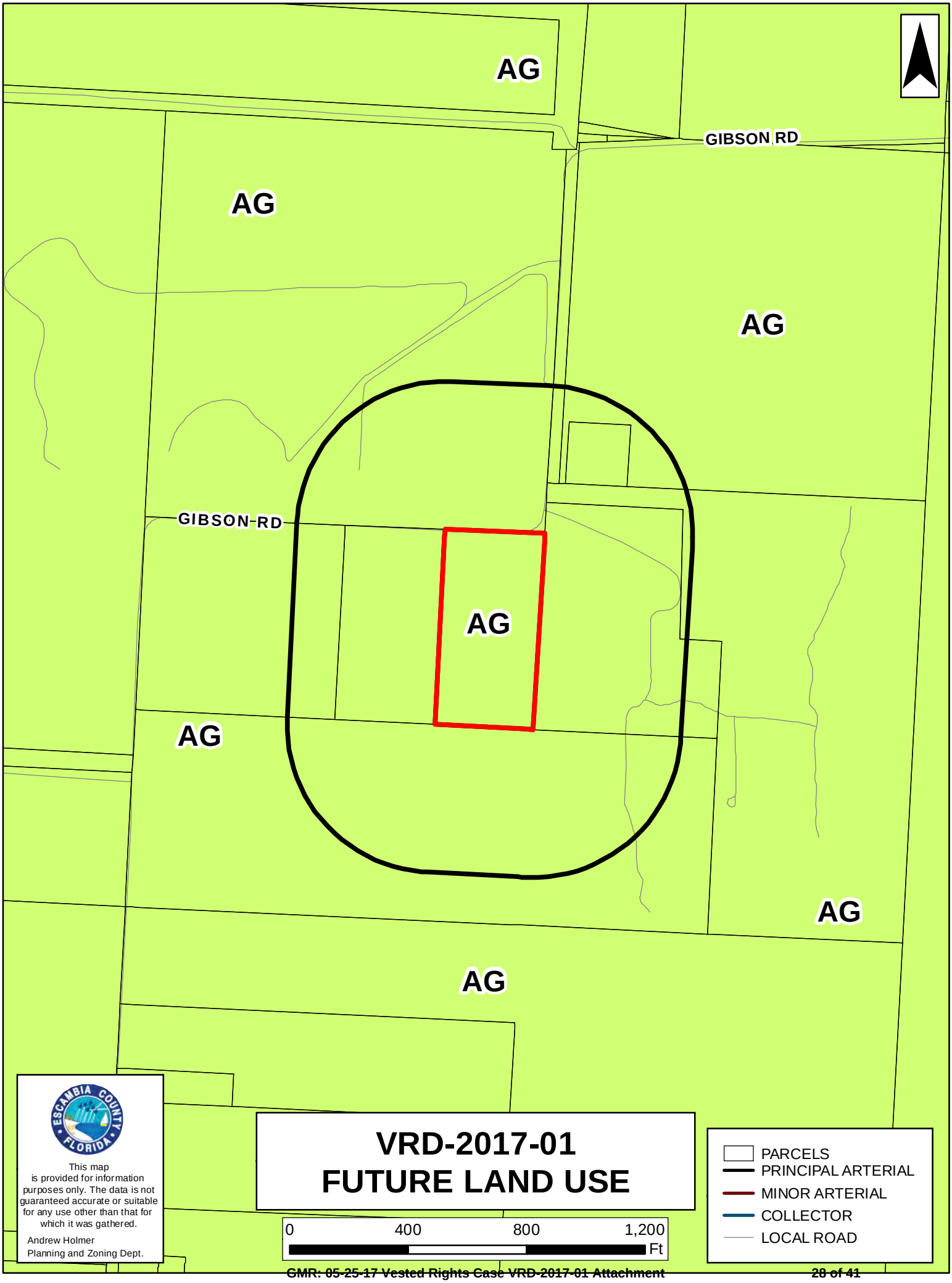
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PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.



VRD-2017-01
AERIAL MAP

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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

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Andrew Holmer
Planning and Zoning Dept.

February 28, 2017

To Escambia County

Re: Parcel # 24-3N-32-1301-001-001 (Gibson Rd. 5 Acre parcel)

To Whom It May Concern

In 2002 I purchased a 10 acre parcel of property from a Mr. Hall. Please see attached survey. I sold the house and 5 acres in 2005 and kept the other 5 acre parcel. On September 26th 2005 I gained full ownership of the remaining parcel and the deed is attached. Since 2005 I have paid property taxes, kept the land maintained, paid for new surveys and operated as though it was a buildable lot.

Connie Parker

Development Services Department
Escambia County, Florida

VESTED RIGHTS DETERMINATION APPLICATION

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Constance Parker Phone: 850-572-5280

Address: 2363 Stallion rd. Cantonment FL 32533 Email: conecf15@cox.net

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: Gibson Rd. Molino FL 32577

Property Reference Number(s)/Legal Description: 24-3N-32-1301-001-001

NOTE TO THE APPLICANT

THE BURDEN OF PROOF FALLS UPON THE APPLICANT to submit, as attachments to this application, any and all substantial competent evidence on which reliance is being made to seek a determination that certain actions by Escambia County have led to the creation of vested rights. This shall include but is not limited to maps, letters, memorandums, etc. Applications, which do not substantiate the claim against the criteria, will delay the process.

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Constance Parker Printed Name of Owner	2-28-17 Date

STATE OF Florida COUNTY OF escambia

The foregoing instrument was acknowledged before me this 28 day of February 20 17,

by Constance Parker.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: DL # P626-101-65-769-1

Judy Denise Halstead
Signature of Notary
(notary seal must be affixed)

Judy Denise Halstead
Printed Name of Notary

JUDY DENISE HALSTEAD
Commission # FF 928313
Expires October 18, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

FOR OFFICE USE ONLY CASE NUMBER: VRD-2017-01

Meeting Date(s): April 4, 2017 Accepted/Verified by: Denise Halstead Date: 2-28-17

Fees Paid: $ 700.54 Receipt #: 687492 Permit #: PBA170200005

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

04-29-15

Recorded in Public Records 10/12/2005 at 10:16 AM OR Book 5751 Page 1818, Instrument #2005431542, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Prepared by: Connie Hatch
9350 Gibson rd
Molino FL 32577

RECORDING REQUESTED BY: CONSTANCE P. HATCH
AND WHEN RECORDED MAIL TO:
9350 GIBSON RD.
MOLINO, FL. 32577

CONSIDERATION: $ 0.00
PROPERTY TRANSFER TAX $ 0.00
Assessor's parcel No.: _____

QUIT CLAIM DEED

Christopher L. Hatch, a married person for the consideration of $0.00 dollars hereby remise , release and forever quitclaim to Constance P. Hatch a married person as grantee the real property located at 9350 Gibson Rd. Molino, Fl 32577. See attached legal Description described in Exhibit "A" to this Quit-Claim Deed.

On this 26th **day of** September, **2005, in the county of Escambia ,State of Florida I/We herewith sign this Quit Claim Deed.**

Witness
Celeste V. Campbell

Witness
Catherine Nobles

Christopher L. Hatch
H320-112-66-372-0

State of Florida

County of Escambia

On this day the 26th **day of** September **2005, before me, the undersigned, a notary public in and for said county and state, personally appeared Christopher L. Hatch Personally known to me to be that person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person executed the instrument**

WITNESS my hand and official seal

Celeste Viering Campbell
Commission #DD231778
Expires: Jul 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Signature Of Notary

EXHIBIT "A"

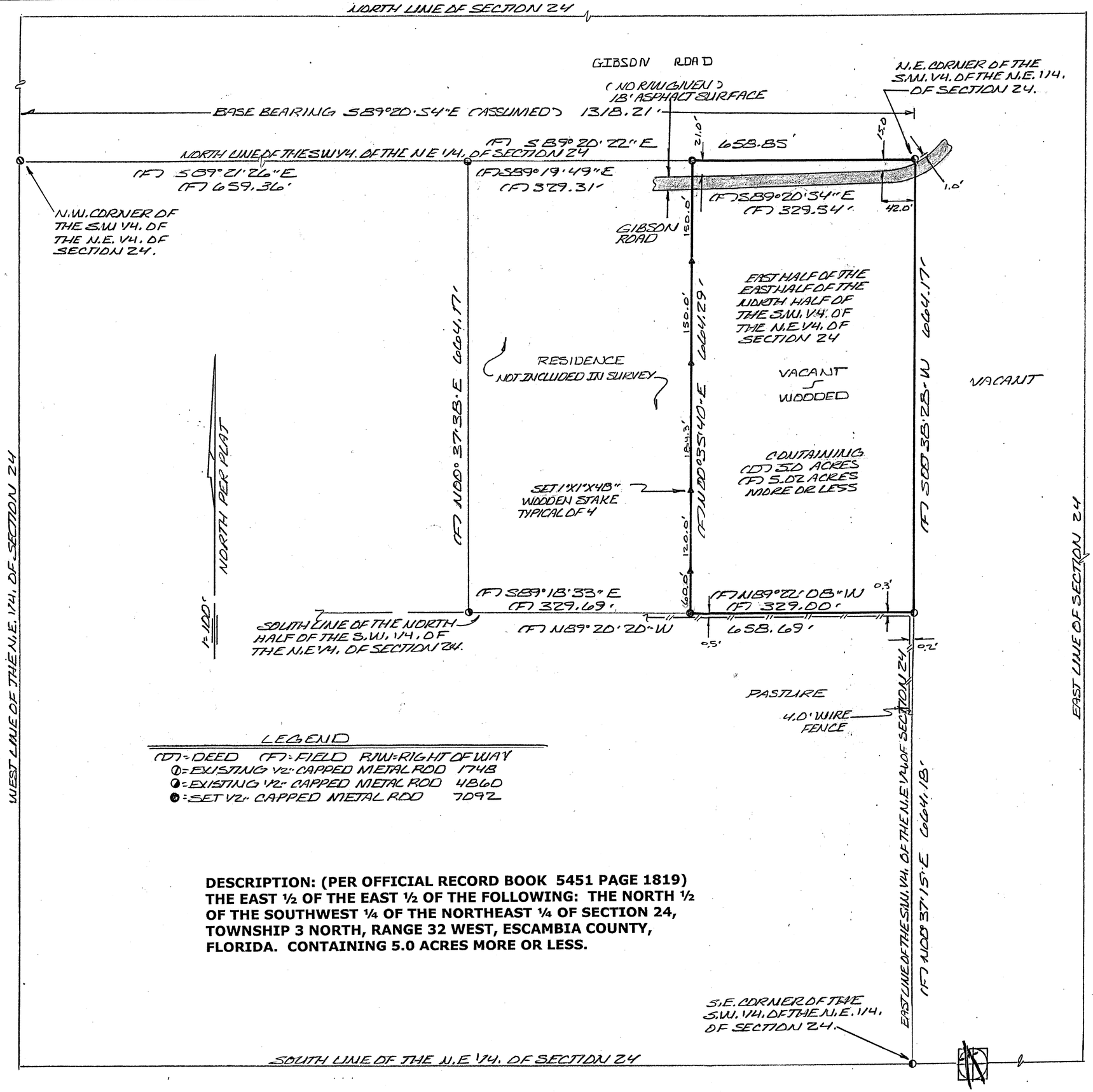
The East 1/2 of the East 1/2 of the following; The North 1/2 of the Southwest 1/4, of the Northeast 1/4, of section 24, Township 3 North, Range 32 West, Escambia County, Florida, containing 5.0 Acres More or Less

Christopher L. Hatch

26 Sept 05
Date

personally Known to me,
Celeste Vierling Campbell, Escambia County
Comm Exp. 7-13-07

Celeste Vierling Campbell
Commission #DD231778
Expires: Jul 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.



LEGEND

(D)=DEED (F)=FIELD R/W=RIGHT OF WAY
●=EXISTING 1/2" CAPPED METAL ROD 1748
●=EXISTING 1/2" CAPPED METAL ROD 4860
●=SET 1/2" CAPPED METAL ROD 7092

DESCRIPTION: (PER OFFICIAL RECORD BOOK 5451 PAGE 1819) THE EAST ½ OF THE EAST ½ OF THE FOLLOWING: THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT.

NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

BASIS OF BEARING: NW LOT LINE AND IT'S EXTENSION S89°20'54"E ASSUMED PER PLAT.

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION: O.R. BOOK 5451, PAGE 1819

ENCROACHMENTS ARE AS SHOWN.

LICENSE BUSINESS NO. 7092

ADDRESS:	GIBSON ROAD		
REQUESTED BY:	CONNIE PARKER / HATCH		
TYPE:	BOUNDARY WITH IMPROVEMENTS		
SECTION: 24	TOWNSHIP: 3-NORTH	RANGE: 32-WEST	COUNTY: ESCAMBIA
SCALE: 1"=100'	DRAWN BY: BB	FIELD DATE: 09-21-07	CREW: RB NM
DATE: 09-24-07		FIELD BOOK: 211	PAGE: 46 — 48
REVISION DATE:			

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATION CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUES.

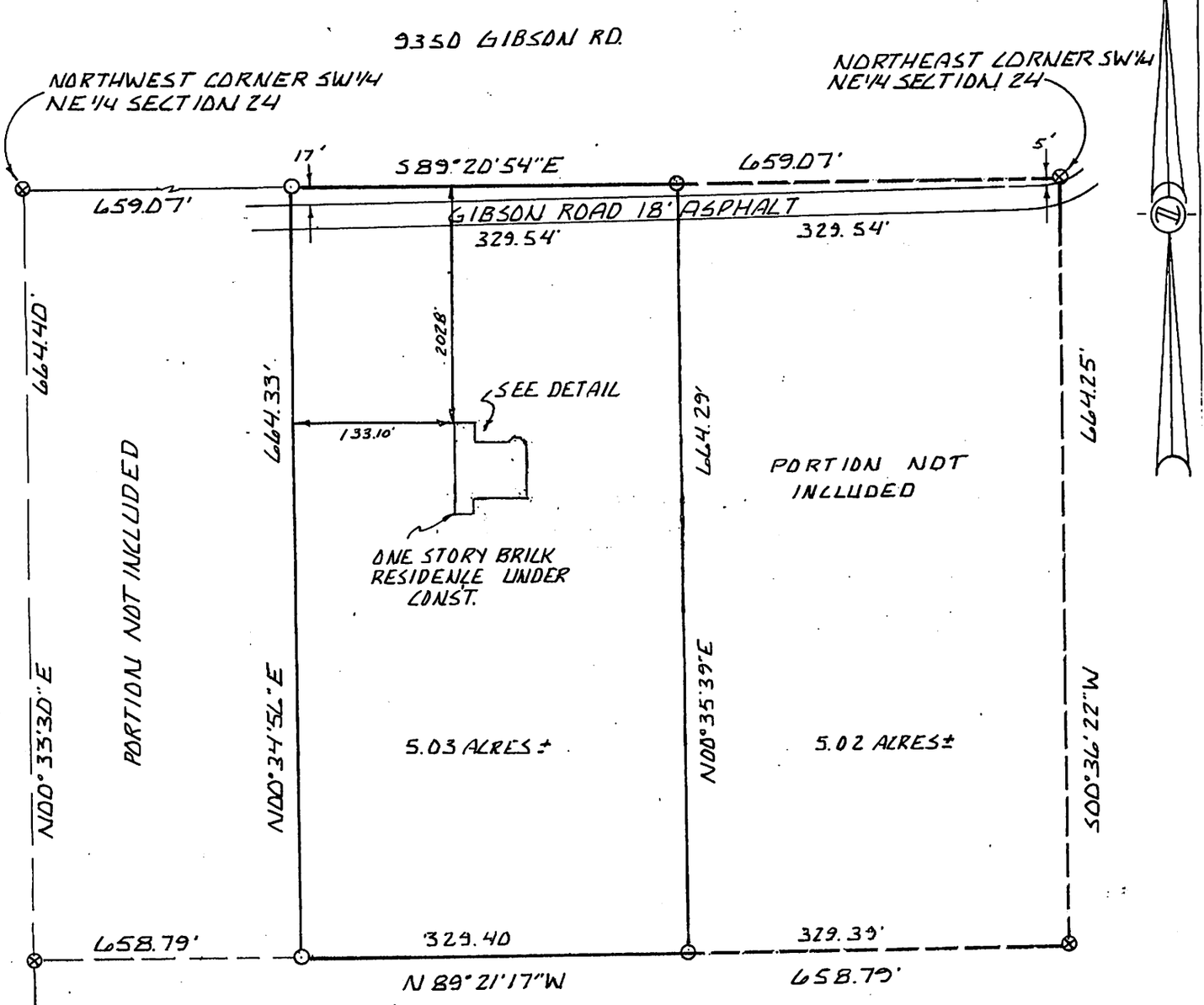
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DAVID MARK SWINNEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 6041
STATE OF FLORIDA

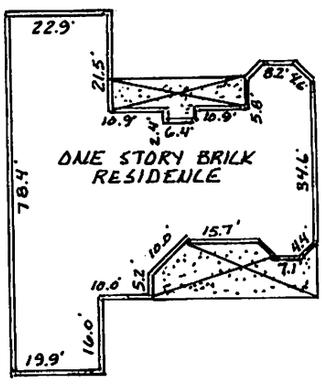
DRAWING NUMBER: 07-1143B

SWINNEY & ASSOCIATES, INC.
218 HENRY STREET
PENSACOLA, FLORIDA 32507
(850) 453-4261 FAX: (850) 458-2630
D.SWINNEY@WORLDNET.ATT.NET

9350 GIBSON RD.



DETAIL SCALE 1"=30'



LEGAL DESCRIPTION;
THE WEST ½ OF THE EAST ½ OF THE FOLLOWING; THE NORTH ½ OF THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 5.0 ACRES MORE OR LESS.

LEGEND;
R/W= RIGHT OF WAY
(D)= DEED, (F)= FIELD
⊗...EXISTING ½" CAPPED METAL RON #4860
○...SET ½" CAPPED METAL ROD #4860.
●...EXISTING ½ CAPPED METAL ROD #1748

CERTIFIED TO;
FIRST NATIONAL BANK OF FLORIDA
CONSTANCE P. & CHRISTOPHER L. HATCH
RELIABLE LAND TITLE CORPORATION
COMMONWEALTH LAND TITLE INSURANCE COMPANY

ALL DISTANCES AND DIRECTIONS ARE PER PLAT OR DEED VERIFIED UNLESS OTHERWISE NOTED. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, AND UNDERGROUND PORTION OF FOUNDATIONS, FOOTINGS OR ANY OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED UNLESS OTHERWISE NOTED.

BASIS OF BEARING: EAST LINE SECTION 24 (ASSUMED) | SOURCE OF INFORMATION: DEED & SECTIONAL DATA

REVISIONS	DATE
FOUNDATION	4-2-04
FINAL	9-29-04

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

P. E. Polhill

PRESTON E. POLHILL PROFESSIONAL LAND SURVEYOR #4860

VALID ONLY WITH EMBOSSED SEAL AND SIGNATURE

SCALE	TYPE	FIELD DATE	FIELD BOOK/ PAGE	ORDER #
1"=100'	BOUNDARY	4-10-02	351/58+64	02-03-10-B

02-05-10

PRESTON E. POLHILL LAND SURVEYING, INC.

4220 MORELIA PLACE
PENSACOLA, FLORIDA 32504

PHONE (850) 494-0043
FAX (850) 475-0888

MEMBER BETTER BUSINESS BUREAU OF NORTHWEST FLORI

Development Services Department
Building Inspections Division
3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **687492**

Date Issued. : 02/28/2017
Cashier ID : DAROSE

Application No. : PBA170200005

Project Name : VRD-2017-01

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check			
	2862	$700.54	App ID : PBA170200005
		$700.54	Total Check

Received From : CONNIE PARKER
Total Receipt Amount : **$700.54**
Change Due : $0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PBA170200005	780891	700.54	$0.00	9300 BLK GIBSON RD, MOLINO, 32577

Total Amount :	**700.54**	$0.00	Balance Due on this/these Application(s) as of 2/28/2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Applicants
Exhibit A
Receipt
Exhibit B

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/4/17

Rezoning Quasi-judicial Hearing
Rezoning Case #: VRD-2017-01 **OR**

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Connie Parker Applicant

*Address: 2693 Stallion Rd *City, State, Zip: Cantonment FL 32533

Email Address: concafls@cox.net Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☐ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/4/17

Rezoning Quasi-judicial Hearing
Rezoning Case #: VRD-2017-01

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: ROGER ELLIOTT

*Address: 9280 GIBSON RD *City, State, Zip: MOLINO, FL 32577

Email Address: RELLIOTT@GREENCEDARSFARM.COM Phone: 850-698-0107

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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Applicant Exhibit A

12761
969.84

ESCAMBIA COUNTY - * LIVE *

em 1 of 3 PERMIT RECEIPT OPERATOR: vhowens
COPY # : 1

Sec:24 Twp:3N Rng:32 Sub: Blk:000 Lot:000
PARCEL ID .....: 243N321301000000

DATE ISSUED.....: 12/10/2003
RECEIPT #.....: 213602
REFERENCE ID # ...: 03121021

SITE ADDRESS .....: 9350 GIBSON RD
SUBDIVISION .....:
CITY .....: MOLINO FL
IMPACT AREA .....:

OWNER .....: HATCH CONNIE
ADDRESS .....: 2767 SHERRILANE DR
CITY/STATE/ZIP ...: CANTONMENT, FL 32533

RECEIVED FROM ....: PARKER CUSTOMER HOME
CONTRACTOR .....: LIC # *OWNER*
COMPANY .....: HATCH CONNIE
ADDRESS .....: 2767 SHERRILANE DR
CITY/STATE/ZIP ...: CANTONMENT, FL 32533
TELEPHONE .....:

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
PRMTAPP	FLAT RATE	1.00	27.00	0.00	27.00	0.00
NEWCONR	SQ FT	3,800.00	228.00	0.00	0.00	228.00
SCBPR	SQUARE FEET	3,786.00	17.04	0.00	0.00	17.04
SCDCA	SQUARE FEET	3,786.00	17.98	0.00	0.00	17.98
REERES17	FLAT RATE	1.00	25.00	0.00	25.00	0.00
SCRETAIN	SQUARE FEET	3,786.00	2.84	0.00	0.00	2.84
DRAIN17	FLAT RATE	1.00	52.50	0.00	52.50	0.00
SETBACKR	FLAT RATE	1.00	8.00	0.00	0.00	8.00
ANDUSE2R	FLAT RATE	1.00	70.00	0.00	70.00	0.00
PLANCK	1/2 PERMIT FE	228.00	114.00	0.00	114.00	0.00
SITINSPR	SQUARE FEET	3,786.00	54.00	0.00	0.00	54.00
TAL PERMIT :			616.36	0.00	288.50	327.86

ICE ID	DESCRIPTION	VOICE ID	DESCRIPTION
103	BUILDING FINAL	104	BUILDING FOOTER INSPECTION
105	FOUNDATION	106	BUILDING (STRUCTURAL) FRAMING

Applicant Exhibit B

BUILDING INSPECTIONS DEPARTMENT
PERMITTING DIVISION

Land Use Verification Form
for *Unincorporated* Escambia County

Type of Request: ☐ Office Visit ☐ Fax ☐ Phone ☐ Mail Date: _____

Requestor	
Name:	
Organization:	
Street:	
City:	**State:**
Phone Number:	**Fax Number:**

Property Information					
Property Address:					
Property Reference Number:					
Section: 24	**Township:** 3N	**Range:** 32	**Parcel:** 301	**Lot:** 000	**Block:** 000
Description of desired land use or development activity:					

Verification Information (Office Use Only)			
Zoning District: VAC-1		**Future Land Use Category:** AC	
Overlay District: NA		**Airport Environ:** NA	
Is the desired land use or development activity specified above?		**Yes ( )**	**No ( )**
Is the desired use or development activity specified above a permitted use on the specified property?		**Yes ( )**	**No ( )**

If the question above is marked "No", the following action(s) may offer a remedy? ( ) Rezoning ( ) Variance ( ) Conditional Use Approval ( ) Vested Rights Determination ( ) Other _____

Comments:

Property can be split per Family Conveyance

This verification relates to permitted zoning and desired development activity for the specified property and is provided for information purposes only. This form does not imply or confer development rights for either the desired use or any other activity on the specified parcel. Prior to the issuance of any permits, the applicant must submit a complete application to the County and must comply with all other applicable State and Local regulations.

Verified by: _____ 11-18-03

Date and time information provided to requestor:

☐ Hand Delivered ☐ Phoned

☐ Faxed ☐ Mailed

3/02

3300 N. Pace Boulevard, Pensacola, FL 32505
Phone (850) 595-3461 Fax (850) 595-3557

County Exhibit A

Building Permit ID: 03121021

Menu Save Reset Summary Help

Application No.
03121021

Type
Building/Residential/New/Na

Status
Closed

Application Name

Opened Date
12/10/2003

Detailed Description
SFD*FAMILY CONVEYANCE*ONWER HAS 10 ACRES********** NO ON HWY 29 WEST ON HWY 97 APPROX 2 MILE DOWN T/L ON GIBSON APPROX 1 & HALF JOB SITE ON LEFT NEEDS:ELEC,MECH,PLBG,RFG,FOOTER & FOUNDATION BM:GREEN

Tracking #
3121021

Completed by Staff Current User
--Select--

Completed by Department Current Departmer
--Select--

Total Fee Invoiced
643.36

Total Pay
643.36

Balance
0.00

Livelink #

Record ID
03RAC-00000-06989

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12247 **Growth Management Report** **12. 8.**
BCC Regular Meeting
Meeting Date: 05/25/2017
Issue: Review of Rezoning Case Heard by the Planning Board on April 4, 2017
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on April 4, 2017

That the Board take the following action concerning the rezoning cases heard by the Planning Board on April 4, 2017:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2016-13 and Z-2017-03 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
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
Planning Board Recommendation:	**Denial of the request for Commercial, recommended approval of rezoning to HDMU, High Density Mixed-use district (25 du/acre), per the applicant's request**
Speakers:	Buddy Page, James Scaminuci,
2. Case No.:	**Z-2017-03**

Address:	101 Beverly Parkway
Property Reference:	46-1S-30-2001-024-018
Property Size:	0.17 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (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 Ali Ramzan, Owner
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Mike Whitehead

BACKGROUND:

The above cases were owner initiated and heard at the April 4, 2017, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2016-13

Z-2017-03

Z-2016-13

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2016-13

Applicant: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Address: 6013 Hilburn Road
Property Size : 1.52 (+/-) acres

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

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of April 2017, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
ERIC FEARS, District 4
REID RUSHING, Vice Chair
WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

BARBARA "BOBBIE" ELLIS-WIGGINS, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
ALLYSON CAIN

INDEX

DESCRIPTION PAGE

PROCEEDINGS.....4

CERTIFICATE OF REPORTER.....51

P R O C E E D I N G S

THE CHAIRMAN: Good morning, everyone. Welcome to the April 4th Escambia County Planning Board and Quasi-judicial hearings. I will call us to order for a quasi-judicial hearing.

We do have four voting members, as well as two other board members here with us. And at this time, I'll ask you to please stand for the Pledge of Allegiance.

(Pledge of Allegiance.)

THE CHAIRMAN: If you would, please, turn off any kind of noisemakers. Put them on silent, please, so we don't interrupt the meeting, and I'll try to get through everything.

Staff, do we have proof of publication of the meeting?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: And does that publication meet all of the legal requirements?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. The Chair will entertain a motion to waive the reading of the legal advertisement.

MR. RUSHING: So moved.

MR. INGWELL: Motion and a second. All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

If you would draw your attention to the rezoning meeting minutes from the previous meeting as it has been provided to the board members, are there any additions, deletions or corrections to those board minutes?

(No response.)

THE CHAIRMAN: Hearing none, the Chair will entertain a motion to accept those rezoning meeting minutes into evidence.

MR. RUSHING: So moved.

MR. FEARS: Second.

THE CHAIRMAN: Motion and a second. All those in favor, say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

Today's rezoning hearing package for April

4, 2017, with the findings of facts has been provided to the board members.

The chair will now entertain a motion to accept that rezoning hearing package with the findings of fact and the legal advertisement into evidence. Do we have a motion?

MR. INGWELL: So moved.

THE CHAIRMAN: Motion. Do we have a second?

MR. FEARS: Second.

THE CHAIRMAN: Second. All those in favor say "aye"

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Motion carries.

The rezoning hearing package with the findings of facts and the legal advertisement will be marked and included in the record for all of today's cases.

At this time I'm going to ask our court reporter to please swear in the members of the staff that will be testifying.

(Planning Board staff duly sworn.)

THE CHAIRMAN: Board members, we've

previously qualified these members of staff to offer expert testimony in the area of land use and planning.

Do any of you have any questions about their qualifications or ability to offer this testimony?

(No response.)

THE CHAIRMAN: Hearing none, please let the record reflect that these individuals for the staff will be qualified as experts in the area of land use and planning.

At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications. These hearings are quasi-judicial in nature.

Quasi-judicial hearings are like evidentiary hearings in a court of law. However, it is less formal.

All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.

All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record.

Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the record.

Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.

Each individual who wishes to address the Planning Board must complete a speaker request form which are located at the back of the chambers. You will not be allowed to speak unless we have received a completed form.

Please also note that only those individuals who are present and give testimony on the record at this hearing will be allowed to speak at the subsequent hearing before the Board of County Commissioners. No new evidence can be presented at the BCC meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the Board of County Commissioners.

They will then review the testimony, documents, exhibits, consider the closing arguments, and make a final decision. All

decisions by the BCC are final.

Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days of the date that the Board of County Commissioners either rejects or approves the recommended order of the Planning Board.

All written or oral communication outside of this hearing with members of the Planning Board regarding any matters under consideration today is considered ex parte communication.

Ex parte communications are presumed prejudicial under Florida law and must be disclosed, as provided in Board of County Commission Resolution 96-13.

As each case is heard, the Chair will ask that any board member who has been involved in any ex parte communication please identify themselves and describe that communication.

As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendation to the Board of County Commissioners shall include consideration of the following six approval conditions. We have these conditions up on the board, if you'd

like to review them.

A, consistent with the Comprehensive Plan. The proposed rezoning is consistent with the goals, objectives and policies of the Comprehensive Plan and not in conflict with any of its provisions.

B, consistent with the LDC. The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provision.

C, compatibility. All land uses, development activities and conditions allowed by the proposed rezoning are compatible with surrounding conforming uses, activities, conditions and able to coexist in relative proximity to them in a stable fashion over time so that no use, activity, condition negatively impacts another.

The appropriateness of a rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested rezoning. This condition shall not apply to any conditional uses of the proposed district for compatibility with nonconforming or unapproved uses, activities or conditions.

D, changed conditions. The area to which the proposed rezoning has changed or is changing to such a degree that it is in the public's interest to encourage new uses, densities, intensities in the area through the rezoning.

E, development patterns. The proposed rezoning will contribute to or result in a logical and orderly development pattern.

F, effect on the natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

At the beginning of each case, as long as there are no objections from the applicant, we will allow the staff briefly present location and zoning maps, as well as photographs of the property.

Next, we will hear from the applicant and any witnesses that they may wish to call.

Then we will hear from the staff and any witnesses that they may wish to call.

Finally, we will hear from members of the public who have completed a speaker request form.

I think we have four cases today, and we

will just go ahead and jump right into them.

The first case on the agenda is case Z-2016-13. Buddy Page is acting as the agent for Shaun Romero, owner, 6013 Hilburn Road, 1.52 acres, from HDR, high density residential, 18 dwelling units an acre, to commercial district, 25 dwelling units per acre, lodging unit density not limited by zoning.

At this time, I'll ask members of our board if there's been any ex parte communication between them, the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the general public prior to this hearing. We'll also ask for you to disclose if you have visited the subject property, and please also disclose if you are a active or business associate of any of the parties. And we'll start down here.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: Thank you.

Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: Very good. Thank you.

Staff, was a notice of this hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. And was that notice also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Thank you.

Mr. Page, are there any objections to the maps or photography?

(No response.)

THE CHAIRMAN: Okay. We'll ask the staff to go ahead and present the maps and photography for 2016-13.

MR. MacCARTEE: Caleb MacCartee, urban planner.

Here we have a location map showing the subject property. This is our 500 foot zoning radius map. Our existing feature land use category of mixed-use urban. Existing surrounding land use. Aerial photography of the subject location. And this is an oak-filled but undefined CRA district, community redevelopment area.

And here's our 2500 foot radius. This is our public notice sign. This is looking west onto the site. Northwest from the site. Looking north from the site along Hilburn road. Looking east from the site across Hilburn. Looking southeast from the site across Hilburn. And looking south along Hilburn. That concludes the location maps and zoning maps.

THE CHAIRMAN: Okay. Thank you.

Mr. Page, if you'll come forward, please. We'll ask to be sworn in, please.

- - -

...WILEY C. "BUDDY" PAGE, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Good morning, Mr. Page. If you would, state your name and address for the record.

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane in Pace, with Professional Growth Management Services, LLC.

THE CHAIRMAN: Thank you, sir.

Have you received a copy of the rezoning hearing package with the findings of facts?

MR. PAGE: I have.

THE CHAIRMAN: Okay, sir. Do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?

MR. PAGE: I do.

THE CHAIRMAN: Thank you, sir. Please proceed.

MR. PAGE: Mr. Chairman, I think by way of background, and with the new membership that you have on the board, it might be helpful for the staff to give some history as to why we are looking at this for the third time it's been remanded back before this body.

THE CHAIRMAN: Okay. That would be fine. We do need to give new board members background on it.

MR. JONES: Mr. Chairman, I will go on to our lead planner, Mr. Caleb.

THE CHAIRMAN: Mr. Jones, would you state your name and position, please?

MR. JONES: Thank you. My name is Horace

Jones, director of the department.

Mr. Chairman, if the board so consents, I'm going to let Mr. Caleb, the planner on this proper project, provide the background with the possibility that I may interject some additional information.

THE CHAIRMAN: Okay.

MR. MacCARTEE: Correct. And Mr. Page is correct in this being reprimanded [sic] back to the board. This is the third time that you guys would be seeing this. There's --

THE CHAIRMAN: Before you go any further with that part of it, as we're doing the presentation, can we please bring up what you're going through, just so that members of the public can follow through, please?

MR. MacCARTEE: There was some concern with the neighboring -- there's some townhomes directly south of this site. There's some high concern upon BCC. That's why we're back leer again.

And we've looked at it more and more closely. And we have found that the transitioning to a high-density mixed use between that high-density residential to

commercial, that high-density mixed-use category would be more applicable for this particular site.

The previous application was submitted. It wanted to go from high-density residential, HDR, to commercial. Okay?

What we found in our analysis is that the residential uses with that most stringent and intense commercial uses just being there would not be compatible with that.

We found that transitioning to HDMU, high-density mixed-use, allows for smaller-scale commercial establishments would be more beneficial and would be recommended by staff in this particular situation.

MR. JONES: And I would like to add, before we get into the analysis, as Caleb stated, the primary reason why it was reprimanded at -- the first time it was reprimanded was, there was several incentives were not -- were not in attendance.

And the board thought that it was -- it would be very, very helpful if the citizens be able to hear this case, so that was the first time was reprimanded.

The second time, basically, primarily the same issue. Third time . . . Second time, the board gave us more specific content that it wanted us to look at.

They wanted us to look at the transportation, the level of services, basically, on the two roads.

And we do have a very, very thorough, succinct analysis from our Transportation Department, Mr. David Forte. He's not present today, but we do have his analysis. That was one of the primary reasons.

The second reason, they did want us to look at the compatibility of the area more carefully or more closely.

The third reason was the level of service, was the level of services with the travel with level B and level A. That was different levels of services.

And being that this is close to -- close to a high-volume traffic area, such as -- such as Creighton, they wanted us to look at that -- at that level of services going -- going into Creighton, and which is -- and Davis, which is a very high-volume traffic area. So those were

the three primary reasons.

THE CHAIRMAN: Okay. And just so we have a good recollection of it, in the previous cases, the previous two cases, the Planning Board felt that the six criteria was met and recommended approval to the Planning Board -- to the Board of County Commissioners?

MR. JONES: Yes, they did. Yes, they did. And staff on the -- there is nothing -- as to the past history, there was nothing different from staff analysis, as far as the -- on the first analysis, there was some criteria, there was some point of the elements that staff felt that he did not meet. As well on the second time he came back, those things were still -- they did not meet.

But the Planning Board did make a decision to -- as to recommend approval. But staff analysis was add more content with more scrutiny, but the two items was compatibility. That was from the case. That was sure nonconsistent, and I believe -- and I believe it was one more that was shown nonconsistent, as far as staff felt, that the applicant did not meet.

THE CHAIRMAN: Okay. Did the Board of Commissioners give any guidance? What I'm getting at here is, we're adding criteria as far as when you're talking about the traffic criteria, that we typically haven't considered in this venue? And that's usually done in the DRC process.

MR. JONES: Right. They -- they just want to give -- basically on the traffic, they just really want to look at whether, at the highest use -- and which the Traffic Department, they do look at that. They do look at what would be the worst-case scenario, as far as use that -- that could potentially go there. So that was one -- not to get an in-depth analysis of the roadway segment, but just to look at it more carefully, wanted them to look at it. The worst-case scenario on especially what is the current level of service, what is the -- what is the current traffic volume in that area.

THE CHAIRMAN: Okay. So if I'm hearing you correctly, you said now we went from having consistency in all the categories to now we have two findings that it does not meet the criteria?

MR. JONES: From the -- from the past,

those -- those two criteria they did not meet back then. In fact, they didn't meet back on the original -- on the original, and we still feel the same way, but we just added a little bit more content, and from the direction of what the board asked us to do.

THE CHAIRMAN: Okay. So I'm just trying to make sure I remember everything correctly, but the board -- the Planning Board then had alternate findings that felt that those categories were -- were met during the meeting.

MR. MacCARTEE: Right.

THE CHAIRMAN: I'm just trying to go off memory, but that's what I remember was --

MR. MacCARTEE: Yeah. And we were under the advisement of Traffic at the time that it appeared that it would not be able to meet some of those requirements, but we were able to assess that more, and the analysis for this go-round pretty much, to say that, okay, it would potentially be able to meet it if we went through a more transitional zoning between that residential and that more commercial, which allows an HDMU.

THE CHAIRMAN: All right.

MR. MacCARTEE: So that's what we tailored our findings to, to make sure that it's going to fit in that area. And that's what we recommended.

THE CHAIRMAN: Okay. All right. I understand. Okay.

Caleb, do you want to go through your findings? And Mr. Page is going to yield for you to go through the findings so that he can --

MR. MacCARTEE: Yes, we will.

THE CHAIRMAN: Okay. Thank you.

MR. MacCARTEE: And we'll just begin with the consistency with the Comprehensive Plan, criterion A.

We found that the amendment to commercial is consistent with intent and proposed future land use category, mixed-use urban, as stated in future land use 1.3.1. Future land use of mixed-use urban allows for a mix of residential and residential services.

The property would promote efficient use of existing public roads and underutilized property that would conform to 1.5.1.

For 2.1.1, the uses will be concentrated in urbanized areas with the most intense

development permitted in the mixed-use urban areas.

Sufficient central water and services, best need to accommodate higher density development will be reviewed during the site plan review process.

As far as criterion B, consistency with the Land Development Code, the findings show that in reviewing the intent and purpose of the existing zoning category of high-density residential in the proposed zoning category of commercial, the permanent and conditional uses of HDR are significantly different than the permitted and conditional uses of the proposed zoning category of commercial.

For example, high-density residential zoning allows for, just like it says, high-density residential uses, ranging from -- or pointing to multifamily dwellings.

Thus, it can be concluded, as stated in Section 3-2.8, high-density residential allows for primary residential use.

In contrast, the proposed amendment to commercial allows for primary commercial uses. The primary intent of a commercial zoning

district is to allow for more diverse versus and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts.

Proposed zoning of commercial would not provide the needed transition between areas zoned or used as high-density mixed-use and areas zoned for use as heavy commercial or industrial.

However, in reviewing the zoning categories of the Land Development Code, there is a transitional zoning of high-density mixed-use that would allow for residential and neighborhood commercial uses of low intensity.

The primary intent and purpose of HDMU, high-density mixed-use, is to provide a mix of neighborhood, retail sales, services and professional offices, with greater dwelling unit density and diversity.

The HDMU zoning district is appropriate to provide transitioning between areas zoned or used for medium or high density residential and areas zoned for use -- or used for commercial.

To conclude, the proposed amendment to commercial from the currently zoning -- current

zoning of high-density residential is not consistent with the intent and purpose of the Land Development Code.

For criterion C, compatible with the surrounding uses, based upon the review and existing land use map, the subject property is adjacent to an existing residential development of townhomes known as Sundance Village, and is allowed -- used within existing zoning category of high-density residential.

I'll stop here for a second. We did bring up a map showing that in relation to the proposed map. This is the attachment that is in the packet here, so we'll bring up that for reference for this.

Under the provision of compatibility, as cited in Section 3-1.6-A, zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interest of different land uses.

For the analysis of staff, there are no existing commercial uses adjacent to, and as well as the same side of the road of the subject property.

The intense and invasive uses that are

allowed in commercial would have an unduly negative impact to the existing adjacent residential uses.

Staff does recognize the fact that the surrounding commercial uses within the proximity of the subject property on the opposite side of the road, yet the fact remains that the subject property -- if the subject property is rezoned, it would be incompatible due to the fact that the rezoned subject property would be adjacent to a residential development.

Also under the provision of location criteria, it appears the location criteria for commercial could be achieved due to the cite's proximity to the subject parcel at the intersection of Creighton and Hilburn. Both are listed as arterial roads, and both roads intersect within one-quarter mile of subject property.

We could go into Traffic's comments, if you would like, but they are -- I'm not a traffic expert, but they are -- have a proposed widening sometime in the future to a four-lane road for this area.

I will go now to criterion D, changed

conditions.

THE CHAIRMAN: Hold on one second.

MR. MacCARTEE: Yes, sir.

THE CHAIRMAN: The fact that it's incompatible, and you were saying that the added -- the additional language from Traffic help support the incompatibility of it.

MR. MacCARTEE: It supports more of the location criteria, I believe, Mr. Jones. Correct me if I'm wrong.

But what they -- what Traffic in a nutshell, they did give us about three paragraphs worth of stuff. And I'm not going to be the expert on that.

But currently there is a roadway improvement project for this area along Burgess. And they want to go from US 29 to Hilburn within the city, of the subject parcel.

The project is expected to widen the existing two-way -- two-lane road to a four-lane road. The right-of-way acquisition phase, which is currently ongoing, is programmed for fiscal year 2018, with the county expected to fund $1 million portion of the right-of-way phase.

I'll just go through the rest of those

comments in Transportation, if needed.

THE CHAIRMAN: I think, because it's been added as a new element to this, we need to go ahead and get it on the record.

MR. MacCARTEE: And so furthermore, the memo that we received on March 20, 2017, I'll continue from Mr. David Forte in Engineering, the Florida-Alabama Transportation Planning organization currently lists the aforementioned project as the number two nonstrategic intermobile system capacity project for the TPO 2040 long-range transportation plan.

The TPO's LRTP costs, feasible planning programs, the construction phase, $18 million during fiscal year 2021 to 2025 time period.

For the TPOs congestion management process plan, Burgess Road is currently budgeting within its allowable capacity for traffic volumes between segments of County Road 95A, called Palafox and Hilburn Road.

The maximum level of service for the roadway segment is level service D, 14,800 trips a day. And currently the roadway segment is functioning at a level service D, 8,000 trips a day and is expected to remain at the level of

service D, and see 9,700 trips a day by year 2024.

Just a note that the CCO's review is solely based off the application submittal packet, and the comments above hold no bearing on future TTO comments during the development review process. That concludes Traffic's memo to staff.

Furthermore, for criterion D, for changed conditions, staff, now based upon the literal review of the existing land uses and zoning categories surrounding the subject properties, there appears to be a development pattern in the area.

The site is surrounded by commercial zoning to the north and east of the subject property, located across the roadway.

The approval of the rezoning will contribute to the establishment of commercial uses that would complement the other commercially zoned properties in the area, yet most of the commercial zoned properties in the area are vacant, with no commercial uses currently established.

Staff found within a 500-foot impact

radius, it appears only two commercial zoned properties have associated commercial uses that are currently established.

The other properties in the area that are zoned commercial are vacant or have an established residential use.

Similarly, the surrounding residential zoning of HDR have established residential uses or are vacant.

The zoning category of HDMU will provide a more logical and orderly development pattern and result in transitional zoning needed between the HDR and commercial zoning categories in the area.

I believe we did skip the changed conditions right after -- this is criterion D. That was E. I apologize for that.

And as addressing the changed conditions, criterion D, staff did find changed conditions that would impact the amendment or property.

Staff found Case Z-2004 -- that's 42 -- at 190 Creighton Road, approved December 9, 2004 for rezoning from R4 to C1.

Staff also found Case Z-2005-58 at 473 Calvin Ford [sic], approved January 5, 2006, for

rezoning from R4 to C1. Both cases were approved under the previously adopted Land Development Code. And they are indicated on the additional map attachment in the packet.

And finally, criterion F, whether the proposed rezoning will increase the probability of the significantly adverse impacts on the natural environment.

Our findings show that according to the National Wetland Inventory, wetlands and hydrant soils were not indicated on the subject property, and when applicable, further review during the site plan review process will be necessary to determine if there will be any significantly adverse impact on the natural environment.

That concludes staff's findings.

THE CHAIRMAN: Okay. Do the board members have any questions of Caleb or Horace at this time?

(No response.)

THE CHAIRMAN: Okay. Mr. Page.

Mr. Page, obviously the staff has several criteria that they -- the findings have stated do not meet the criteria of these categories.

As you know, we do have some newer board members, and so the burden is definitely in your court to convince the board members why those findings should be changed in your favor, so, I know it's not your first rodeo, but I just wanted to remind you, since we did have a lot of newer board members here, please.

MR. PAGE: Thank you, Mr. Chairman.

In listening to the newly revised staff review of the application, I heard comments about the concern about the adjacent townhouses.

Mr. Chairman, we had two meetings before all members of those townhouses were notified. I don't think, if I remember correctly, that a single person showed up from the townhouses to express any type of concern in their own voice. I don't know if you have any speakers signed up for this this morning.

THE CHAIRMAN: We do.

MR. PAGE: But the townhouses, apparently before, did not present the problems that we're hearing from this morning.

And also the transportation level of service. I think a person could very quickly review the staff comments on that and conclude

that the 14,000 versus the 9,000, in terms of level of service, that information was -- if I'm not mistaken, was shared last time.

But it seems to be of greater concern and more emphasis this time, but the numbers haven't changed. And it would also suggest, too, that the 8,000 or so cars that presently come down and turn and go south of the townhouses, once this road is developed, those 8,000 people will be going behind it, rather than in front of it.

So we see the transportation impact of this being greatly enhanced in favor of the residential development, once the improvements by DOT, Mr. Chairman, are put into place.

In terms of the approval conditions under A, I think we heard that there is a staff fining consistent with last time, and that is that it is consistent.

And criteria B, consistency with the Land Development Code. We now have two whole pages of concerns, that it simply just does not, at this point under the new scrutiny, appear to be compatible.

Under criteria C, compatibility with surrounding uses, I think we've heard an

analysis and comparison between this particular piece of property and the commercial that's existing presently to the north and to the west.

We think that the proposed use that the owner is seeking would certainly be compatible in the area. And it also should be compatible in the same vein, Mr. Chairman, of a lot of the other requests for commercial categories that have occurred in the county and that are upcoming.

I don't think it's an over-generalization to point out that you can go down the list of allowed uses under commercial, and you can find something that is going to be incompatible with any and all residential adjacent pieces of property.

That level of incompatibility, I think, is something that has to be weighed by the board, but apparently we have a new standard of review from this day forward, that we're going to be curious to see if every rezoning from here on in is scrutinized like this particular one has on its third time back before the Planning Board.

The owner feels like that there's some new writing on the wall for him and his particular

request here, based upon the review that we're seeing, Mr. Chairman, especially in terms of locational criteria.

Under D, the changed conditions, I think we heard a little bit about the road-type network and some dates that the DOT and Escambia County have for that.

The changed conditions that are listed by the staff were actually changed conditions that were granted for the same request that we're making here. But apparently we have a new level of scrutiny that we're having to try to learn and adjust and deal with, especially in terms of development patterns.

It's difficult for me. And I've been at this a long time. But it's difficult for me to come out of the back of the University Mall and turn west, and travel down that road and find that the road and the properties on either side at some point are going to be commercial. It is going to become less and less attractive for residential-type development.

And there is, Mr. Chairman, no effect on the natural environment that we can come up with.

Having said all this, Mr. Chairman, the suggestion of staff that this particular request would be better served if the request was for HDMU, and knowing what this has been through, and knowing something of the background of why we're here this morning, the owner is willing to accept the lower category of high-density mixed-use, with the understanding that he probably at that point could submit a conditional use request through the Zoning Board of Adjustment's appeals, to come up with some type of commercial activity that would be more suitable.

I suggested to him that even if you do this, what you come back with in terms of asking for a conditional use is going to be similar to what you're requesting right now, and that it likely is not going to be very well received by the staff review and a vote of the County Commissioners.

So Mr. Chairman, having said that, we are suggesting to accept comments from the staff findings that HDMU would be better served, and we would request that category change in our zoning application to indicate that, and

hopefully that would address the two concerns that we are being cited for as being incompatible or inconsistent with at this juncture.

THE CHAIRMAN: Okay. Horace, was the procedure formally for adjusting the request from the commercial down to the HDMU?

MR. JONES: He just -- he just made the request and the board -- the board gives a motion -- and makes the motion. If that is done, it's up to the board.

THE CHAIRMAN: Do we have on the record that the findings of facts will be amended to address that category? And do you feel like at this time that would support the HDMU, based on the comments that are in there?

MR. JONES: Yes, sir. If -- if the board decides for us to go to them right quick, we could take a look at it right now and -- and say we feel it meets consistent -- if that is the desire of the board.

THE CHAIRMAN: Okay.

MR. JONES: We've already -- we've already did two of them, but the ones that we did not do, we can easily do that, if that is the desire

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of the board.
THE CHAIRMAN: Okay. All right. Let's just put that on hold for one second.
We do have a speaker from the public that wishes to speak. Let's go ahead and get them on the record before we start making any additional decisions here.
Members of the public who wish to speak on this matter, please note that the Planning Board bases our decision on those conditions that we covered at the beginning of the meeting, the approval conditions and exceptions described in Section 2-7.2 of the Land Development Code.
During our deliberations, we do not consider general statements of support or opposition, so accordingly, please limit your comments to one of these categories.
And please also note that only those individuals who are present today and give testimony on the record at this hearing will be allowed to speak at the subsequent Board of County Commission hearing.
James Scaminaci.
MR. SCAMOCCI: Scaminaci.
THE CHAIRMAN: Scaminaci. I got it close.

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MR. SCAMOCCI: Really close.
THE CHAIRMAN: All right, sir. We'll have you sworn in, and then state your name and address for the record.
- - -
...JAMES SCAMINACI, upon being duly affirmed, was examined and testified as follows:
- - -
THE CHAIRMAN: Thank you, sir. Your name and address for the record.
MR. SCAMINACI: James Scaminaci, 697 Shyloh Drive.
THE CHAIRMAN: Okay. I noticed on your form that you filled in that you have your name, "for Rhonda Robinson."
MR. SCAMINACI: Yeah. Rhonda Robinson is the homeowner's association president.
THE CHAIRMAN: Okay. Unfortunately, you can only speak for yourself. You can't speak for someone else, so I'm going to cross out that you're speaking on her behalf. She would have to be here to speak on her own behalf.
MR. SCAMINACI: I understand.
THE CHAIRMAN: And we do give you a three-minute time frame in which to speak. And

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if you'll go ahead, sir.
MR. SCAMINACI: Okay. Thank you very much, Mr. President.
The concerns she's expressed to me that I'll express to the board are that every time they have asked, "What does Mr. Page's client plan to put in there," they never get an answer.
They don't know if it's a hotel, a motel, commercial district, office building. It's like they want rezoning, but they don't want to say what's going in. That's the first concern. They just simply do not know.
Second part is, in listening to the staff's great analysis, I did not hear about the planned high school that's supposed to go in there next year.
And what she's told me is that Woodham Middle School is supposed to become West Florida High School, which would mean more traffic along that road, and, of course, concerns for the children.
And the second thing or the third thing is that right now there are no lights, there are no sidewalks that are there. And that also raises traffic concerns and safety concerns. That

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concludes my presentation.
THE CHAIRMAN: Thank you, sir. Thank you for coming down.
MR. SCAMINACI: Thank you.
THE CHAIRMAN: Well, fortunately for us, we have Ms. Hightower here from the school board.
The gentleman mentioned the conversion of the school there, so if you would just get on the record a little update on that, please.
MS. HIGHTOWER: As you all know, Woodham Middle School was previously Woodham High School, so there had been a high school at that location in the past that had a substantial enrollment.
And now we are going to reconvert it back to a high school. It will have probably about 1,200 students in 9 to 12, which is about the same size as the one that was closed. It's really a little smaller than that. The anticipation is that we will have it ready, hopefully, by 2018 but it might be 2019 school year before we're ready.
THE CHAIRMAN: Thank you.
And I just wanted to address something so

that everyone here understands. The gentleman brought up a point that he didn't know what the project was going before it came in.

Well, unfortunately, neither do we when we look at rezoning requests. We are not really even allowed to ask about what the project will be because it can be anything that fits in that zoning category, so that's the way we have to approve it, is because maybe the developer right now may want to do something, but that may fall through, and then they may sell it to somebody else who wants to do something different.

Whatever zoning allows would be what would be allowed there, so reviewing the actual project comes later in the development review process, where they go through in depth, you know, water flows, traffic, all kinds of things that we don't even consider in here, so we do only consider those six items up on the board, to make sure that it meets the standards for those categories, so I just wanted everyone to kind of understand because that's always confusing, and it's even hard on the board members because you're not allowed to consider the actual project itself.

And that was the last speaker that we had signed up. Is there anyone else from the public that wants to speak on this case?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion.

Mr. Page, if you'll just come back forward. Okay, sir. Any questions from the board members here?

MR. PAGE: Mr. Chairman, the only thing that -- I think you responded very well to those comments.

I have nothing further, other than to say that it's probably a good thing that the high school is a government use on public property. And it does not have to stand the scrutiny of a review from the Planning Board or the staff.

THE CHAIRMAN: Okay. Thank you, sir.

Staff members, are you in a position where you can affirm that the findings are going to be compatible for the six criteria?

MR. JONES: Yes, I am, Chairman.

But I do want to comment on some remarks on the record that Mr. Page made.

There was a comment made that there is

a -- that there is a different standard. The standard has always been set by -- that there's a different level of scrutiny.

The standard has always been set by the Land Development Code. Whether or not in the previous actions, whether or not that staff will always abide by their -- that has always been that level of scrutiny.

Yes, this board is extremely -- extremely sensitive right now, which is a good thing, of the citizens' concerns with these -- with our land-use issues that we bring before the board, to make sure -- because we have to be very, very balanced in our approach. We have to be objective.

It's our responsibility -- and I've been doing this a long time, along with the Chairman -- that we have to -- we gotta look at both sides of the picture.

We -- we -- many times what we see is not always what's on the ground, so we've got to try to -- try to do our best-case analysis to examine both sides and be as objective as possible, so -- so we are -- we are doing -- we are looking at this on an objective viewpoint,

to make sure that we give all of the facts to the Planning Board so they can then make their decision to -- for these things are quasi-judicial, and -- and if it is appealed, and as part of the representative, as well, that this record is what will stand, is what will go before the board or the courts, so then we try to make sure we present the facts as much as we possibly -- it may be more lengthy, but we want to make sure we get it right as we go on past and we move forward.

Now, and another point of -- if -- if we decide to go HDMU, and evaluating the criteria for HDMU, as stated, staff has already looked at some of the criteria, criteria one, consistent with the land -- with the Comprehensive Plan, based upon -- based upon the standard inside the Land Review Code, under 3-1-3, Land Development Code, there's a table, there's a chart that's in here that gives compatibility to land-use category.

HDMU, the density is 12 dwelling units per acre, and the compatibility, FLU category, existing FLU category is mixed-use urban, so therefore, the land uses that are allowed in the

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HDMU and the mixed-use urban category is consistent with that -- would be consistent with that.

We looked at criterion two -- I mean criteria B. I believe I will address that one, stating that HDMU would be -- staff agrees HDMU would be a better fix for compatibility of future land use and criteria because HDMU is more geared to mix of neighborhoods. Residential neighboring type uses, with -- with lower intensity, as well as lower scale because if you look at the area, which that area, there's some offices on the sites. Those are professional-type, looking-type offices that are much more . . . They are not no huge retail accommodation, like a mall or anything of this size. It's lower -- it's lower uses, more retail, more professional-type uses, more of -- that would fit within the category of HDMU.

That townhouse complex is there. And we do have to -- do have to recognize that they are there, and that they have -- that they would have some -- some challenges that you put the heavy intense commercial with -- commercial analysis and heavy intense uses, so it will

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definitely increase the traffic patterns. So that's why we addressed that in criteron B.

Criterion C has already been addressed in the facts and findings.

Criteria D, we gave -- we did address the changed conditions. And yes, we do understand that in the previous, many of those cases that went all the way up to C-1, again, don't know all -- don't know the history of why those things occurred.

Then I believe that criterion E, development pattern, yes, you -- we -- there is some commercial in the general vicinity, but if you look on the opposite side, all of that is residential.

So that's why we feel like there is a -- there is a pattern of commercial more in the area, but it's up -- it's up to the Planning Board to decide if it's a good pattern or just a sporadic pattern.

So in criterion F, again, there is no effect on the natural environment.

THE CHAIRMAN: Okay. Thank you.

Okay, board members. You've obviously heard the applicant say he's willing to accept

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the HDMU zoning as part of his request, which is different than the original request.

We then had the staff follow up and say that it does meet the six criteria based on that zoning category, so the Chair will open it up for questions or if someone is ready to make a motion on the application.

MR. FEARS: Help us understand. Is this a two-motion process? We need to change the applicants from commercial to HDMU?

MR. JONES: Yes. We'll have to recommend the denial or approval for the C, but accept the applicant's request for -- to go to a lower zoning, which would be HDMU, if that is the desire of the Planning Board.

THE CHAIRMAN: You do have another alternative. If you feel like it does meet the criteria for commercial, then we would have to have -- the board would have to present alternate findings of facts that would support that. And all six categories would have to have those findings, so that is an alternative as well.

Based on Mr. Page's verbal application change, he said he's okay with moving it to

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HDMU. So is that about as clear as mud for everybody?

MR. RUSHING: I'll make a motion to approve the applicant's desire to change from commercial to HDMU.

THE CHAIRMAN: Okay. We have a motion.

MR. FEARS: I second.

MR. MacCARTEE: We need to make an official decision on the commercial first. Then we . . .

THE CHAIRMAN: Right. So Mr. Rushing, if you'll withdraw your motion.

MR. RUSHING: I'll withdraw.

THE CHAIRMAN: All right. We'll go back, and let's address the commercial first.

Do we have a motion on changing from HDR to commercial?

MR. RUSHING: I'll make the motion to disapprove, per the findings of facts from the county staff on commercial use.

MR. FEARS: Second.

THE CHAIRMAN: Motion and a second. Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say

"aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
All right. Now that we have an alternate motion for the HDMU.
MR. RUSHING: I will restate that I'll make a motion to change from commercial use to HDMU, per the applicant's request.
THE CHAIRMAN: With the amended findings of facts.
MR. RUSHING: Amended findings of facts from staff everything is consistent.
THE CHAIRMAN: Thank you, sir.
Motion to approve? Do we have a second?
MR. FEARS: Second.
THE CHAIRMAN: Second.
Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)

THE CHAIRMAN: All right. Motion carries.
So we are recommending HDMU to the Board of County Commissioners on the third go-around. Okay.
Thank you, Mr. Page.
(Hearing concluded at 9:35 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.
I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date:	04/04/2017
CASE :	Z-2016-13
APPLICANT:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
ADDRESS:	6013 Hilburn Road
PROPERTY REF. NO.:	29-1S-30-1504-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	05/04/2017

SUBMISSION DATA:
REQUESTED REZONING:

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

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

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property **would promote** efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

Per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas.

Sufficient central water and sewer system capacity to accommodate higher density development will be reviewed during the site plan review process.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods. **(See Exhibit A for district provisions)**

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings. (See Exhibit B for district provisions)

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use

districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category. (See Exhibit C for district provisions)

(f) Rezoning to Commercial. Commercial zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning to Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.

FINDINGS

In the reviewing the intent and purpose of the existing zoning category of HDR and the proposed zoning category of Com, the permitted and conditional uses of HDR are significantly different from the permitted and conditional uses of the proposed zoning category of Com. For example, HDR zoning allows for High Density Residential uses ranging from group living to multi-family dwellings. Thus, it can be concluded that as stated in Sec. 3-2.8, HDR allows for primary residential use (see Exhibit A). In contrast, the proposed amendment to Commercial allows for primary commercial uses. The primary intent of the Commercial zoning district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts (see Exhibit C). The proposed zoning of Commercial would not provide the needed transition between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. However, in reviewing the zoning categories of the Land Development Code (LDC), there is a transitional zoning category of High Density Mixed-Use (HDMU) that would allow for residential and neighborhood commercial uses of low intensity. (see Exhibit B). The primary intent and purpose of HDMU is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity. The HDMU zoning district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. To conclude, the proposed amendment to

Commercial from the currently zoning of High Density Residential (HDR)is not consistent with the intent and purpose of the Land Development Code.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

Sec. 3-1.6 Compatibility

(a) Generally. Zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of different land uses, allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments in each. Although zoning separates generally incompatible development, inclusion as a permitted use within a district does not alone ensure compatibility with other district uses.

(b) Location criteria. Location criteria are established within some zoning districts to promote compatibility among uses, especially new non-residential uses in relation to existing residential uses. Most criteria are designed to create smooth transitions of use intensity from large-scale concentrations of general commercial uses near major street intersections to small-scale dispersed neighborhood commercial uses in proximity to residential areas. Such transitions prevent the adverse impacts of continuous strip commercial development along major streets and avoid negative or blighting influences of some commercial uses on adjacent residential neighborhoods.

FINDINGS

Based upon a site plan review and the existing land use map, the subject property is adjacent to an existing residential development of townhomes known as Sundance Village and is an allowed used within the existing zoning category of HDR. Under the provision of compatibility as sited under Section 3-1.6 (a), zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of different land uses. For the analysis of staff, there are no existing Com

uses adjacent to and as well as the same side of the road of the subject property. The intense and invasive uses that are allowed in Commercial (see Exhibit C) would have an unduly **negative impact** (directly or indirectly) the existing adjacent residential uses. Staff does recognize the fact that there are surrounding Commercial uses within proximity of the subject property on the opposite side of the road, yet the fact remains that if the subject property is rezoned, it **would be incompatible** due to the fact that the rezoned subject property would be adjacent to a residential development.

Also, under the provision of location criteria as sited under Section 3-1.6 (b), it appears the location criteria for Commercial zoning **can be achieved** due to the sites proximity of the subject parcel to the intersection of Creighton Rd at Hilburn Rd. Both are listed as arterial roads and both roads intersect within one-quarter mile of the subject property. (see Exhibit D)

The following language is from excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff:

Decemeber 6, 2016 memo: Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

March 20, 2017 memo: Currently, there is a Roadway Improvement Project programmed in the County's Capital Improvement Program and the State of Florida's Florida Department of Transportation (FDOT) 5-Year Work Program along SR742 (Burgess Road) from US29 to Hilburn Road within the vicinity of the subject parcel. The project is expected to widen the existing two-way, two-lane roadway to a 4-lane roadway. The right-of-way acquisition phase (currently on-going) is programmed through Fiscal Year 2018, with the County expected to fund $1M towards the right-of-way phase.

The Florida-Alabama Transportation Planning Organization (TPO) currently lists the aforementioned project as the #2 Non-Strategic Intermodal System capacity project for the TPO 2040 Long Range Transportation Plan (LRTP). The TPO's LRTP Cost Feasible Plan programs the construction phase ($18M) during the Fiscal Year 2021-2025 time period.

Per the TPO's Congestion Management Process Plan, Burgess Road is currently functioning within its allowable capacity for traffic volumes between the segment of CR95A (Old Palafox) and Hilburn Road. The maximum level-of-service (LOS) for the roadway segment is LOS D (14,800 trips/day), and currently the roadway segment is functioning at a LOS D (8,000 trips/day) and is expected to remain at a LOS D and exceed 9,700 trips/day by Year 2024.

Note: TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **changed** conditions that would impact the amendment or property. Staff found case Z-2004-42 at 190 Creighton Road, approved 12/09/2004 for rezoning from R-4 to C-1. Staff also found case Z-2005-58 at 473 Allen Court, approved 01/05/2006 for rezoning from R-4 to C-1. Both case were approved under the previously adopted Land Development Code. (See Exhibit D for the location map of the above rezoning cases)

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

Based upon the literal review of the existing land uses and zoning categories surrounding the subject properties (see Exhibit D), there appears to be a development pattern in the area. The site is surrounded by Commercial zoning to the north and east of the subject property, yet are located across the roadway. The approval of the rezoning could contribute to the establishment of Commercial uses that would compliment the other Commercial zoned properties in the area, yet most of the Commercial zoned property in the area are vacant with no Commercial uses currently established. Staff found that within the 500' impact radius, it appears

only two of the Commercial zoned properties have associated commercial uses that are currently established. The other properties in the area that are zoned Commercial are vacant or have an established residential use. Similarly, the surrounded residential zonings of HDR have established residential uses or are vacant as well. The zoning category of HDMU could provide a more logical and orderly development pattern that would result in the transitional zoning needed between the HDR and Commercial zoning categories in the area.

Criterion (f) LDC Sec. 2-7.2(b)(4)
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

Z-2016-13
Exhibit A
Exhibit B
Exhibit C
Exhibit D

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2016-13

Applicant: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Address: 6013 Hilburn Road
Property Size : 1.52 (+/-) acres

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

A hearing was held in the above-styled cause before the Escambia County Planning Board on the 7th day of February 2017, commencing at approximately 10:40 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
TIMOTHY PYLE, District 2
ALVIN WINGATE, District 3
ERIC FEARS, District 4
REID RUSHING, Vice Chair
EDWIN HOWARD, At-Large
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
JOHN FISHER
ALLYSON CAIN

FOR THE APPLICANT:

CLARK, PARTINGTON
BY: JESSE W. RIGBY, ESQUIRE
125 West Romana Street, Suite 800
Pensacola, Florida 32502

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PROCEEDINGS

THE CHAIRMAN: We will immediately move into our next case, which is Case Z-2016-13.

Mr. Page, Buddy Page is the agent for Shaun Romero, the owner, 6013 Hilburn Road, 1.52 plus or minus acres, from HDR, high density residential district, 18 raw units per acres to commercial district, 25 dwelling units per acre, lodging unit density not limited by zoning.

Members of the Board, again I'll ask you on this case, have there been any ex parte communications between you, the applicant, applicant's agent, attorneys, witnesses, fellow Planning Board members, or anyone from the public?

Also, please disclose if you have visited the subject property or you are a relative or business associate of any of the parties.

And at this.

MR. OPALENIK: No to all.

THE CHAIRMAN: All right. Thank you, sir.

MS. HIGHTOWER: No to all.

MR. HOWARD: No to all, except I think I am familiar with this location.

THE CHAIRMAN: Okay. Thank you.
Chairman, no to all.
MR. FEARS: No to all.
MR. INGWELL: No to all.
THE CHAIRMAN: Mr. Wingate.
MR. WINGATE: No communication.
THE CHAIRMAN: All right. Thank you, sir. Mr. Rushing?
MR. RUSHING: No to all.
THE CHAIRMAN: All right. Staff, was notice of the hearing sent to all interested parties?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay. And was it also correctly posted on the subject property?
MS. MEADOR: Yes, sir.
THE CHAIRMAN: Okay.
Mr. Page, I see you there. Sir, if there's no objections, can the staff present the maps and photography?
All right. Thank you.
Will you be presenting?
MR. MacCARTEE: Yes. Caleb MacCartee, urban planner.
THE CHAIRMAN: Okay. Were you sworn in at the beginning?

MR. MacCARTEE: I do not believe I was in the room at the time.
THE CHAIRMAN: Okay. We'll have you sworn in.
(Caleb MacCartee was duly sworn.)
THE CHAIRMAN: You'll be doing the staff?
MR. MacCARTEE: Yes.
This case was sent back to the Planning Board. It was heard here on December 6, 2016, and approved by the Board.
And it was sent back from the BCC for a public comment period. We can go through the maps and the staff findings, but everything is consistent with the Land Development Code.
THE CHAIRMAN: Okay. Did we miss the public comment?
MR. JONES: No. What happened -- what happened was, the Commissioner . . . he was concerned, and he wanted to make sure again that the public -- that the public, if they want to speak on this case, that they be heard for the record, so that's why it was sent back. It was remanded back. Did the analysis. Staff findings will not change.

Now, of course, if you want to make your findings, you can again, but it was basically to hear additional public.
MS. CRAWFORD: There were two additional witnesses that appeared at the Board of County Commissioners meeting that were not present at the Planning Board to speak.
And so based on those two witnesses requesting to be heard at the Board of County Commissioners, they remanded back for the public comment portion but not necessarily for a complete rehearing, unless the Planning Board wishes for all of the information to be presented.
Otherwise, again, you could adopt the prior evidence in that first hearing into this and proceed from that.
I do not know if the two individuals are present or if there are other citizens present.
THE CHAIRMAN: Okay.
All right. Caleb, well, let me handle this portion of it, and then we'll go from there.
For members of the public who wish to speak on this matter, please note that the

Planning Board bases its decisions on the approval conditions and exceptions described in Section 2-7.2 of the Escambia County Land Development Code. If we could please bring those up on the screen, the approval conditions.
During our deliberations, the Planning Board does not consider general statements of support or opposition. Accordingly, please limit your testimony to one of the conditions shown on the board included in Section 2-7.2.
Also please note that only those individuals who are present today can give testimony on the record before the Planning Board and will be allowed to speak at the subsequent hearing before the BCC.
Toni Pettigrew.
Good morning, ma'am. If you'll please be sworn in, and then state your name and address for the record.
(Toni Pettigrew was duly sworn.)
MS. PETTIGREW: Toni Pettigrew, 6220 Confederate Drive.
Can y'all hear me?
I'm a concerned owner, homeowner. I've been in my home for 12 years. We've made a lot

of improvements, as all of our neighbors have, and so I . . . this is my first time doing this kind of thing, but I did some research, so I made a little list. And I'll read it to you, if that's okay.

After consulting with the Escambia Property Appraiser, the Escambia Transportation and Traffic Operations and the Florida DOT, I have come to these conclusions for denying the rezoning of Hilburn Road Case Z-2016-13:

One, property value impacts. Some renters are not as careful maintaining property as most homeowners are, due to lack of pride of ownership.

Number two, nuisance-based impact. Rezoning would adversely impact the quality of life in the Oakfield Acres area, with increased traffic which could potentially cause more accidents.

Other problems would include increased noise, lights, fumes, and pollution. Flooding is already an issue on Burgess Road.

Cutting down more trees to make way for more developments would increase potential for more flooding.

Last but not least, the intrusion of nonresidential uses. Approval of this proposal would open the door for increased unknown commercial activity.

This is my retirement home. I'm 71. My husband is 73. I speak for other neighbors. One lady is 89. She's been in her home 60 years. She's widowed now. She's raised four kids there.

The general consensus of my neighbors is that they do not want this rezoning to occur, mainly because we do not know what's going to happen next week, next year, two years from now.

And I am aware of the big, major plans that is in play. I did speak to Rick Branton, the project manager for this number 218429, and he informed me that the planning has been done and completed, but no permits have been drawn. Nothing has gone past that.

And this has been like over a ten-year period as well, you know, so he said the stopping of the rezoning of this area would not affect this major development. And he also stated that there's no money right now to go forward with this major development.

So I rest my case. I hope y'all understand that there's plenty of people who couldn't be here today because they're either elderly or they're working and they're trying to get their kids through high school and college.

So thank you for your consideration and your time.

THE CHAIRMAN: Thank you, Ms. Pettigrew.

At this time I'd like to just -- Horace, if you would just maybe address what happens through the DRC process if the rezoning is recommended for approval again.

MR. JONES: Yes, sir.

THE CHAIRMAN: Because some of the things that Ms. Pettigrew brought up are caught in that process, so if you would.

MR. JONES: Absolutely. Absolutely. Again, we do want to thank her for coming and speaking to address her concerns, yet with the understanding that if the Planning Board does recommend for this to be approved, and the BCC approves of this, there's another process for development that must occur.

At that time we will be looking at the stormwater requirements. We'll be looking at

the flood zone area. We'll be looking at traffic. We'll be looking at roadway connections, all of those things. That is called the site plan review process.

And once they submit -- if it is approved, a plan, we will be looking at it to make sure that that project complies with all of the Land Development Code requirements and any other -- and any other regulations concerning Escambia County.

As I said, stormwater, wetlands, traffic, any -- any of those things that we were -- flooding. We would definitely be looking at those areas to make sure that the project meets all the regulations. So this is just the first -- this is the 30,000 foot level at this -- at this point in time.

THE CHAIRMAN: Okay. And I think -- I know this is all very confusing. It confuses me sometimes.

These criteria that are on the board are all that we are allowed to consider when it comes to a rezoning request.

And not saying that the Board's not going to change its mind, but at the last hearing, all

of these criteria were met, and that is why the Board recommended approval.

Like Mr. Jones said, there are other things that concern you, the traffic, and the water flows, and other things like that. They're not part of this process.

They're part of another public process, which you have access to as well. So I just want to make sure you understand. We are actually not supposed to consider what project may go there.

We have to consider any project that would be legally allowed on the property, so I just want to make that clear because I know it's very, very confusing, but this is kind of our Bible that's on the board right now. This is what we have to consider.

And if it meets all of these criteria, then, you know, typically it will be recommended for approval.

So I know it's confusing, so . . .

Okay. Our next speaker is John Pettigrew.

MS. PETTIGREW: I speak for my husband John. He had a prior.

THE CHAIRMAN: No, ma'am. We can't do

that, unfortunately.

MS. PETTIGREW: Okay.

THE CHAIRMAN: He has to be here present to do that.

MS. PETTIGREW: He was going to agree anyway.

THE CHAIRMAN: Okay. Okay.

Rhonda Robinson.

Good morning, ma'am. We'll have you sworn in, and then state your name and address for the record, please.

(Rhonda Robinson was duly sworn.)

MS. ROBINSON: I'm to give you or the Board my name?

THE COURT REPORTER: Just state it.

MS. ROBINSON: Rhonda Robinson. My address is 697 Shilo Drive, which is directly off of Hilburn and Bridgewood Estates.

I understand from Mr. Jones, I was one of the two that wanted to speak at the Commissioner's meeting. I was not aware that you have to speak here first in order to voice your concerns.

I do understand the criteria. I just wanted to speak on record that I will be at the

Commissioner's office -- meeting because my concerns, too, do not meet this criteria, but I do have concerns as to what's going to be put there.

I have questions that I understand don't fall into this criteria, but I have to publicly speak here in order to be able to voice my concerns at the Commissioner's meeting.

Am I understanding that correctly?

THE CHAIRMAN: Yeah. And sometimes, if your concerns are about what's going to go there, it may be compatible with surrounding uses. You may feel like it's not compatible with, you know, commercial next to a residential, or something.

MS. ROBINSON: And as a Realtor that's representing Buddy, spoke to Dr. Scamanachi (phonetic) for me.

And basically I didn't get an answer because from -- and tell me if I'm understanding. I've spoken to a couple of people in the Zoning Department.

Legally they don't have to tell us what's going to go there. There's like -- if there's a zone A, B, C, it may be a Motel 6, if it says

hotel lodging, or it could be a Hilton Hotel. They don't legally have to say, "This is going to be this type of hotel" or "This is going to be a four-star hotel, one star." Am I understanding that correctly?

THE CHAIRMAN: Horace, does that come out in the DRC process?

MR. JONES: That comes -- that comes out during the site plan review process. And I strongly suggest that if you have your concerns, that you state your concerns here because, yes, ma'am --

MS. ROBINSON: Okay.

MR. JONES: -- because if you do not state them here, this transcript goes up before the BCC.

MS. ROBINSON: Okay.

MR. JONES: And Ms. Rodgers, who is the county attorney, if -- if you make any new testimony, it -- it will not be -- she's not going to let that go forward, so please state your concern here.

MS. ROBINSON: Okay.

MR. JONES: But to address, yes, what that -- if it is going to commercial, they --

they are -- there are currently -- there are many intense uses with commercial, no doubt.

However, when you look at the size of the lot . . .

MS. ROBINSON: You can't really see it from Hilburn --

MR. JONES: Right. Right.

MS. ROBINSON: -- and we're on Shilo, so --

MR. JONES: Right. Right. Right.

But look at the size of the lot. And it's going to be constrained on what can go there, because we have to look at parking, which is a requirement. They gotta maintain their own stormwater.

So all of those things, whatever's approved, they gotta come back through my department. And the requirements are very, very stringent.

MS. ROBINSON: Okay.

MR. JONES: So -- so -- so -- so it's only so much they can do with that size of a parcel. It's very constrained.

MS. ROBINSON: Okay. Sorry --

MR. JONES: The location criteria. We

have to look at all that.

MS. ROBINSON: Okay. So my concerns are -- and I'm the homeowner's association for my subdivision -- I would like to know what can go there, if they can be a little bit more specific.

And we are having major issues with Burgess Road as of now. And I want to know the impact on the traffic. Are they going to be able to go in and out of Hilburn or is there a way that you can go in Hilburn and still come out onto Burgess?

MR. JONES: As far -- as far as the traffic, again with the traffic, we -- we -- we have transportation people that -- as a matter of fact, Mr. Davis, he -- he -- he is the division manager for that area.

We have staff that sits on the site plan review project, and we're going to make sure that they read all the standards, so it's really, really too early for us without a site plan, for us to know about the traffic impacts.

MS. ROBINSON: Okay.

MR. JONES: But that definitely will be looked at and addressed, if it is approved going

forward.

MS. ROBINSON: Okay. So I guess in a nutshell my -- my own concern -- I'm not for or against -- I just don't feel like as a resident we have enough information as to what's going to be located in our community.

So if I had to state the reason that I'm here today, it's to not get a vague answer of, it may be this, it may be that. I want to know what's in my neighborhood, so that would be my only thing.

MR. JONES: And -- and -- and once -- and once, if it is approved -- I'll go back to that -- there would be -- there would be a preapplication meeting. It's all public record. If you see any type of signs, you contact me immediately.

MS. ROBINSON: Okay.

MR. JONES: You watch. You stay. You're stay -- you're a homeowner, which you will contact the Commission office and I'll be glad to -- you come and you can take a look at all of the plans --

MS. ROBINSON: Okay.

MR. JONES: -- all of the designs and

everything, because all of those is public. All of that is public information.

MS. ROBINSON: All right. That's all I wanted to state. That was my reason for being here

THE CHAIRMAN: Well, and the staff here is very good, and they read my mind.

On the Board that we have up there now is a list of permitted uses within a commercial district. Okay?

And as I said, we as the Planning Board, we don't consider any specific, whether it's a hotel, whatever. Anything that's listed here would be permitted in that approved district. Okay.

Now, like Mr. Jones has already said, they have to go through a lot more steps before they start -- turning shovels. They have to go to the DRC, which includes the traffic and the wetlands and the stormwater. There's a lot. Emergency access, all kinds of things that go through that, but -- and it is kind of almost like the chicken before the egg. We have to approve something without knowing what's going there either.

MS. ROBINSON: Gotcha.
THE CHAIRMAN: So we have to go back to this list and say, "Okay. Are these appropriate uses, any one of them?"
MS. ROBINSON: Okay.
THE CHAIRMAN: Okay. And that keeps us from having any kind of, you know, conception of what it may be ahead of time when we're making our decision.
So I know it's confusing, but a lot of times we want to know what's going there, too, but we're legally not allowed to even ask that of the applicant.
MS. ROBINSON: Okay.
THE CHAIRMAN: You know. So does that make sense?
MS. ROBINSON: It does.
THE CHAIRMAN: I know it's still confusing, but . . .
MS. ROBINSON: Now, I have one last question.
THE CHAIRMAN: Yes.
MS. ROBINSON: Do I have to stay for the second part? Like with the first case you did, like the first part. I'm learning all of this.

THE CHAIRMAN: No. That was a different --
MS. ROBINSON: Oh. I'm a teacher, and I've got to get back to my classroom. I've got a temporary sub in my classroom, so I just wanted to make sure I didn't have to stay for anything else. That was it.
THE CHAIRMAN: No. You're on the record now.
MS. ROBINSON: Okay.
THE CHAIRMAN: You'll be allowed to speak at the Board of County Commissioners.
MS. ROBINSON: Okay.
THE CHAIRMAN: Regardless of what the Board recommends, you'll still have that right at this time.
MS. ROBINSON: Okay. Okay. All right. Thank you, guys, very much.
THE CHAIRMAN: Thank you. All right. Okay.
MS. HIGHTOWER: Mr. Chair, could I ask a question of Mr. Jones?
THE CHAIRMAN: Mm-hmm.
MS. HIGHTOWER: When you do the -- when they do the transportation analysis, is it only

what's happening right then? Because one of them is going to become a high school again in probably 2018, 2019. And will be more traffic because it's going to be West Florida, where most of the students are in their own vehicles, or -- so I just wondered about that.
MR. JONES: And David -- David can talk more on that.
We will be looking at that specific project, but definitely, if there's a long-term plan at transportation, I believe David will talk to you about long-term projects, if you know how it will impact a school that may come in that area, how that's going to impact that little roadway connection off of Burgess.
MR. FORTE: David Forte, Division Manager, Escambia County Public Works.
It really -- obviously, as Mr. Briske mentioned, that's more of a DRC type review.
We do look at the applications from a -- from a long-term, how it may impact some programmed projects that DOT or the county have programmed.
There actually is a program project. I believe we mentioned it in our memo to the -- to

the Board, that there's going to be a -- DOT will be widening and actually creating a new roadway, essentially a connection from Burgess and Creighton -- I believe it's actually on the map you saw showed the zoning, that white area.
Just to the north of it. That's the actual -- that's DOT right-of-way, and they -- they -- they do intend to extend that all the way down, have a four-lane from essentially Hilburn all the way back to US29. And that also will help the traffic flow for the new school, so yes, ma'am.
MR. JONES: Thank you, David.
THE CHAIRMAN: All right.
Dan Wendleton.
(Dan Wendleton was duly sworn.)
THE CHAIRMAN: Good morning, sir. We'll have you sworn in, and then your name and address for the record, please.
MR. WENDLETON: Wendleton. Dan Wendleton. And I live at 6253 Appomattox Drive.
THE CHAIRMAN: Thank you, sir. Go ahead.
MR. WENDLETON: Okay. I live approximately three-quarters of a mile from the tract in question here.

And I -- my wife and I make use of the local convenience store.

So my particular interest at this point is that this area here is not, I don't think, really suitable for further residential development on that particular tract or the adjacent ones, but I do believe it would be a good place for suitable business, retail or other use. So just like to say that I believe I would want to see the change approved.

THE CHAIRMAN: Okay. Thank you.

All right. That's the last person that has signed up to speak.

Is there anyone else in the public here that wants to speak on this matter before we close public comment portion?

(No response.)

THE CHAIRMAN: All right. Hearing none, I will hereby closing the public comment portion of the meeting.

Mr. Page, would you like to address anything or add anything?

MR. PAGE: Nothing new, Mr. Chairman.

THE CHAIRMAN: Okay. Staff, do we have anything else to present, other than the

findings of fact that were presented and previously voted on?

(No response.)

THE CHAIRMAN: Okay. And the background on this was that it was presented to this Board, recommended for approval to the Board of County Commission, and then the issue that some members of the public hadn't spoken came up. Okay. Nothing has changed since that time.

MS. CRAWFORD: And just for clarity of the record, I would suggest that you adopt and introduce all that prior testimony and evidence again into this hearing so that if the citizens who spoke at the first time also want to come to the next PTC meeting, they wouldn't face the same challenge, and then there wouldn't be a question that only the three that spoke here today would be allowed.

So just out of an abundance of caution. I don't know that it's necessary, but I don't think it would hurt for you to do that.

THE CHAIRMAN: Okay. So Board members, if you're going to make a motion, let that include the prior record from the previous meeting and all of the evidence and transcript and

everything that came from that prior meeting.

Chair will entertain a motion or discussion.

MR. RUSHING: I'd like to make a motion to approve the 2016-13, along with all previous testimony as part of the fact -- findings of fact, and therefore I'd move to approve this -- this rezoning.

THE CHAIRMAN: All right. We have a motion, including all of the previous documents, exhibits and evidence, and speakers, and everything else.

Do we have a second?

MR. HOWARD: Second.

THE CHAIRMAN: Thank you, sir.

Any further discussion?

(No response.)

THE CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Motion carries, so it will be sent back to the Board of County Commission for their approval again as

recommended.

(Hearing concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. B.**

Meeting Date:	02/07/2017
CASE :	Z-2016-13
APPLICANT:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
ADDRESS:	6013 Hilburn Road
PROPERTY REF. NO.:	29-1S-30-1504-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	03/02/2017

SUBMISSION DATA:
REQUESTED REZONING:

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

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

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property **would promote** good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

Per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas.

Sufficient central water and sewer system capacity to accommodate higher density development will be reviewed during the site plan review process.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(e) Location criteria. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:
a. Any Intrusion into a recorded subdivision is limited to a corner lot.
b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.
c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The applicant did not provide a compatibility analysis.

The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff: Z-2016-13 – Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR, HDR, and Com. These uses include vacant commercial, existing commercial, and single and multi-family residence in the area.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property. Staff found case Z-2004-42 at 190 Creighton Road, approved 12/09/2004 for rezoning from R-4 to C-1. Staff also found case Z-2005-58 at 473 Allen Court, approved 01/05/2006 for rezoning from R-4 to C-1.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The site is surrounded by Com zoning to the north and east of the subject property. The approval of the rezoning will contribute to the establishment of Commercial uses that would compliment the other Commercial zoned properties in the area.

Criterion (f) LDC Sec. 2-7.2(b)(4)
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

Z-2016-13

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2016-13
Applicant: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Address: 6013 Hillburn Road
Property Size: 1.52 (+/-) acres
From: HDR, High Density Residential district (18 du/acre)
To: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of December 2016, commencing at 11:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE
Chair

TIM TATE
Vice Chair

REID RUSHING
At-Large

JAY INGWELL
District 1

EDWIN HOWARD
At-Large

TIMOTHY PYLE
District 2

PATTY HIGHTOWER
School Board

STEPHANIE ORAM
Navy

PLANNING BOARD STAFF:

Meredith Crawford, Esq.
Assistant County Attorney

Horace Jones, Director
Caleb MacCartee
John Fisher
Kayla Meador

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PROCEEDINGS

THE CHAIRPERSON: All right. Our next case is 2016-13, Buddy Page, agent for Shaun Romero, owner, 6013 Hillburn Road, 1.52 acres from HDR, high density residential to commercial district.

On this case, members of the board, has there been any ex parte communication? Have you visited the site? Have you had any discussions with the applicant, agents, attorneys, witnesses, Planning Board members, or anyone from the general public? Also ask if you were a business, relative or associate of any of the parties.

And starting with Ms. Oram.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: No to all. Familiar with the site.

THE CHAIRPERSON: Mr. Howard, I believe you have to leave the meeting now?

MR. HOWARD: I do, yes, sir.

THE CHAIRPERSON: Okay. So he's going to be leaving for this hearing, so he will not be

participating in this one.
(Mr. Howard left the meeting.)
THE CHAIRPERSON: The Chairman has no ex parte communication.
MR. TATE: No ex parte communication.
MR. INGWELL: No to all.
MR. RUSHING: And no to all.
THE CHAIRPERSON: All right. Thank you.
Staff, was notice published to all interested parties?
MS. CRAWFORD: Yes, sir.
THE CHAIRPERSON: Okay. And was it properly posted on the subject property?
MS. CRAWFORD: Yes, sir.
THE CHAIRPERSON: All right. Thank you.
Mr. Page, any objection to the pictures and everything?
MR. PAGE: No.
THE CHAIRPERSON: Okay. Let's go with the maps and photography.
MR. MacCARTEE: Caleb MacCartee, urban planner for the county.
We are -- Location map showing the subject parcel. Here is our 500-foot zoning map, our future land use map, FLU, existing land use,

aerial photography of the site.
Also located in Oak Hill Community Redevelopment Agency overlay. Here's our notice of public hearing. Looking onto the site, looking northwest from the site.
And here is the intersection at Creighton along Hillburn Road looking north. This is looking east from the site across Hillburn, looking southeast from the site across Hillburn, and looking south along Hillburn.
MR. TATE: I have a matter for the record, just as a point of fact. Oak Hill Redevelopment site. Is that the proposed Oak Hill Redevelopment?
MR. MacCARTEE: It is a district, but there's no performance standards for that right now. It's undefined.
MR. TATE: Okay.
MR. MacCARTEE: Here's our 2500-foot radius map from Escambia County Property Appraisers, and our mailing list.
And that concludes the slide and photographs for this case.
THE CHAIRPERSON: Okay. Any questions on the maps or photography?

(No response.)
THE CHAIRPERSON: Okay, Mr. Page.
You were previously sworn in. Please state your name and address for the record on this case.

BUDDY PAGE
previously duly sworn, was examined and testified further as follows:

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane, Pace, Florida.
THE CHAIRPERSON: Sir, on this case, have you received the hearing package and the findings of fact?
MR. PAGE: I have.
THE CHAIRPERSON: And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the comp plan and furthers the goals and objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?
MR. PAGE: I do.
THE CHAIRPERSON: Yes, sir. Go ahead,

please.
MR. PAGE: Mr. Chairman, this application seeks to change the referenced parcel of property over to a commercial classification, basically to match the commercial that's located and zoned to the east and the parcel to the north.
I've gone through the staff's findings of fact. We could adopt all of those as our own. And for public clarification, on the location criteria, the findings for that initially from the staff states that the proposed amendment is not consistent with the intent and purpose. The applicant did not provide a compatibility analysis. It picks out one of those criteria in order to make it compliant.
That certainly was an error, Mr. Chairman. I have those two pages with me. I previously submitted those to the staff for their review. And basically, it's an aerial photograph showing the distance from the site to the westernmost -- southwesterly most corner of the University Plaza campus, if you will, of being less than the quarter mile.
And I've also attached with that a copy of

Page 9

the FDO traffic counts in that area, measured in April 1964, which shows the capacity or the counts in that general area of 9500 vehicles per day.

So Mr. Chairman, if I could submit these to the board for the board's consideration. As I indicated, we had previously submitted the corrected copy of that to staff.

THE CHAIRPERSON: Mr. Page, did you say 1964? I believe?

MR. PAGE: '64?

THE CHAIRPERSON: Yeah.

MS. CRAWFORD: I heard '64.

MR. PAGE: Yeah. Where did I get that from? I'm not sure, but . . .

The traffic count was in April of 2014.

THE CHAIRPERSON: Okay.

MR. PAGE: Like to update that just slightly.

THE CHAIRPERSON: I don't know if we could use that one.

MR. PYLE: Do we need a motion to submit those for the record?

MR. TATE: Let me ask. He's indicated he submitted to staff. Were they in the packet

Page 10

that we received?

MR. MacCARTEE: They were not in the packet originally, but they were submitted as a late edition. And we reviewed them. So they were not submitted in the initial application package. And there's not --

MR. TATE: Not in our package. We would need to accept them.

THE CHAIRPERSON: Right. Okay.

Based on your review of them, though, will that then meet the requirement for that criteria?

MR. MacCARTEE: Yes. Even with the information that we reviewed that Mr. Page had submitted with his documentation, it appears those are traffic count numbers.

In addition, to meet the location criteria, we would say that Hillburn and the intersection of Burgess would meet the locational criteria for the rezoning.

THE CHAIRPERSON: Okay.

MR. MacCARTEE: So it was said it was not consistent prior to the applicant relying on that compatibility analysis, but it wasn't actually submitted.

Page 11

THE CHAIRPERSON: Okay.

MR. MacCARTEE: That was submitted. We reviewed it. And either way, it will meet that criteria.

THE CHAIRPERSON: Okay. So upon accepting this into evidence, the staff can change their findings, then?

MR. MacCARTEE: Okay.

THE CHAIRPERSON: All right. Mr. Page, would you describe exactly what the documents are that you have and where they came from, please?

MR. PAGE: Mr. Chairman, the documents consist of two pages. One is an aerial pbotograph taken from Google maps, basically measuring the distance from the northeasterly corner of the property to the southwesterly corner of the university property.

It's showing on here 1336 feet, only because when you barely move the mouse, the feet jump so high and low, it was difficult for me to get it in there.

But if you take a look at the aerial, which is page one, you could deduce from this that the distance would probably be around 1100

Page 12

feet or so.

Page number two is taken from the FDOT traffic counts for Escambia County. And it has a number of counter sites located down on the left-hand side. And the one we're relying on is counter number 5182, Burgess Road, showing direction one east of 4700 trips per day, west 4800 trips per day, total of about 9500.

There was another map, just to give you an idea of what the 90 --

THE CHAIRPERSON: Let's stay on this one for just a second --

MR. PAGE: Okay.

THE CHAIRPERSON: -- so I can get it brought into evidence before we go to the other map.

MR. PAGE: Sure.

THE CHAIRPERSON: What is the source of where you pulled this map from, Mr. Page?

MR. PAGE: The actual chart itself came from the FDOT 2015 average annual daily traffic count report for district.

THE CHAIRPERSON: You personally pulled that on your computer, and --

MR. PAGE: I did.

THE CHAIRPERSON: -- printed it out?
MR. PAGE: I did.
THE CHAIRPERSON: Okay. All right.
MR. JONES: Mr. Chairman, I think Caleb stated that he -- he presented this to traffic engineer.
Since we are not the experts on -- on those type of documents, I would like for Mr. Tommy Brown, who normally looks at these reports to validate that that is a -- that that was his reviewing. I don't want to say it is or isn't. Typical, generally speaking.
THE CHAIRPERSON: Okay. Let's validate that, and then we'll have the board make a motion to accept it into evidence.
MR. BROWN: Good morning, sir.
THE CHAIRPERSON: Your name and position.
MR. BROWN: Tommy Brown, transportation planner with Escambia County Transportation and Traffic Operation.
THE CHAIRPERSON: All right. You are previously sworn in, so you're still under oath.
MR. BROWN: Yes, sir.

- - -
TOMMY BROWN
previously sworn, was examined and testified further as follows:
- - -
MR. BROWN: Yeah, I saw these this morning. And I do recognize them as official counts from FDOT. This is what we use when we do any kind of operations assessment, so, yes.
THE CHAIRPERSON: Okay. Thank you, sir. All right. Thank you.
Chair will entertain motion to accept Mr. Page's documents as presented into evidence.
MR. TATE: Move to accept.
THE CHAIRPERSON: Mr. Tate, thank you.
MR. PYLE: Second.
THE CHAIRPERSON: Second, Mr. Pyle.
Any further discussion on this?
(No response.)
THE CHAIRPERSON: All those in favor say "aye."
(Chorus of ayes.)
THE CHAIRPERSON: Please label them as Applicant's Exhibit 1.
All right. Now that we have that into

evidence, did you say that the staff is going to amend their findings so that it is consistent?
MR. MacCARTEE: Yes.
THE CHAIRPERSON: Okay. So we now have all the criteria are consistent; is that correct?
MR. MacCARTEE: Yes.
THE CHAIRPERSON: Okay. All right. Go ahead, Mr. Page. You had another document you wanted to --
MR. PAGE: Mr. Chairman, only if there were any questions regarding that, I did have one other document that had some additional counts on it, but I think at this point it's probably moot.
THE CHAIRPERSON: It will be accepted in. And they're going to amend the findings.
MR. PAGE: There's no need to.
THE CHAIRPERSON: Okay.
MR. PAGE: That's all.
THE CHAIRPERSON: Anything else?
MR. MacCARTEE: We would just like to go on the record that staff is going to amend their findings for the criteria for the Land Development Code to say that it is consistent.

THE CHAIRPERSON: Okay. Thank you, sir.
MR. PAGE: Mr. Chairman, hearing that, then, we would again suggest that the applicant here would accept all of the findings of fact from the staff as amended this morning.
THE CHAIRPERSON: All right. Thank you, sir.
Don't have anyone signed up to speak, but I will ask: Is there anyone from the public that wants to speak on this case?
(No response.)
THE CHAIRPERSON: Okay. Hearing none, then we will close the public comment portion of the meeting.
Board members, sometimes when we have all the criteria met, we accept the staff's findings. We can do that in this case, if you'd like to move forward.
MR. PYLE: I will move.
THE CHAIRPERSON: The Chair will entertain a motion.
MR. PYLE: I will move we proceed with Z-2016-13 staff findings for approval.
THE CHAIRPERSON: For approval?
MR. PYLE: Yes, sir.

THE CHAIRPERSON: All right. Thank you, sir.

THE CHAIRPERSON: Second, as amended; correct?

MR. TATE: Yes, second.

THE CHAIRPERSON: Seconded.

Any further discussion?

(No response.)

THE CHAIRPERSON: All those in favor, say "aye."

(Chorus of ayes.)

THE CHAIRPERSON: Opposed?

(No response.)

THE CHAIRPERSON: All right. Motion carried. All right. Thank you, Mr. Page.

(Hearing concluded at 11:36 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Escambia County Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. D.**

Meeting Date:	12/06/2016
CASE :	Z-2016-13
APPLICANT:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
ADDRESS:	6013 Hilburn Road
PROPERTY REF. NO.:	29-1S-30-1504-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	01/05/2017

SUBMISSION DATA:
REQUESTED REZONING:

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

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

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property **would promote** good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

Per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas.

Sufficient central water and sewer system capacity to accommodate higher density development will be reviewed during the site plan review process.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(e) Location criteria. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:
a. Any Intrusion into a recorded subdivision is limited to a corner lot.
b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.
c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The applicant did not provide a compatibility analysis.

The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff: Z-2016-13 – Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR, HDR, and Com. These uses include vacant commercial, existing commercial, and single and multi-family residence in the area.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property. Staff found case Z-2004-42 at 190 Creighton Road, approved 12/09/2004 for rezoning from R-4 to C-1. Staff also found case Z-2005-58 at 473 Allen Court, approved 01/05/2006 for rezoning from R-4 to C-1.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

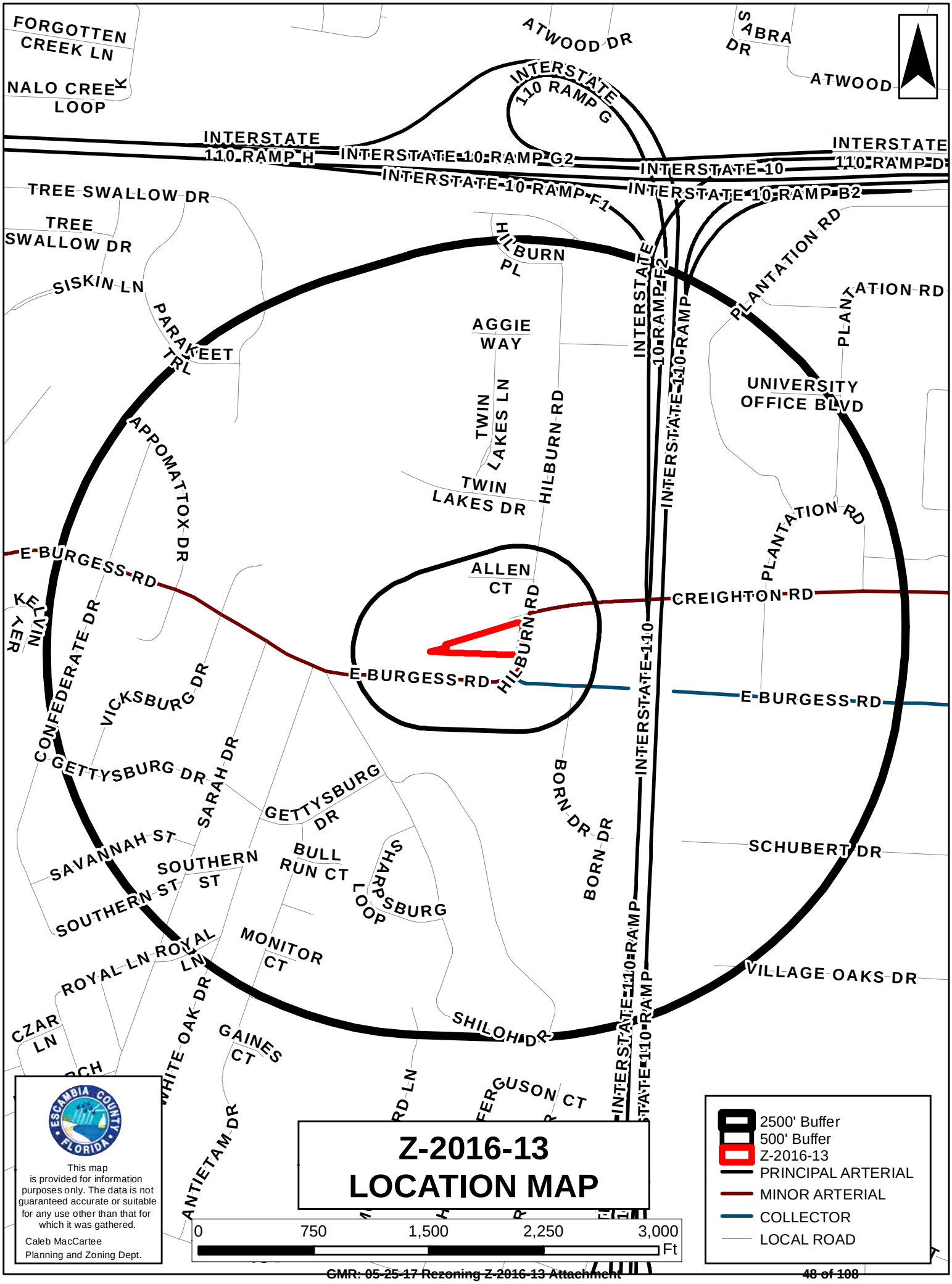
The proposed amendment **would result** in a logical and orderly development pattern. The site is surrounded by Com zoning to the north and east of the subject property. The approval of the rezoning will contribute to the establishment of Commercial uses that would compliment the other Commercial zoned properties in the area.

Criterion (f) LDC Sec. 2-7.2(b)(4)
Effect on natural environment
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

Z-2016-13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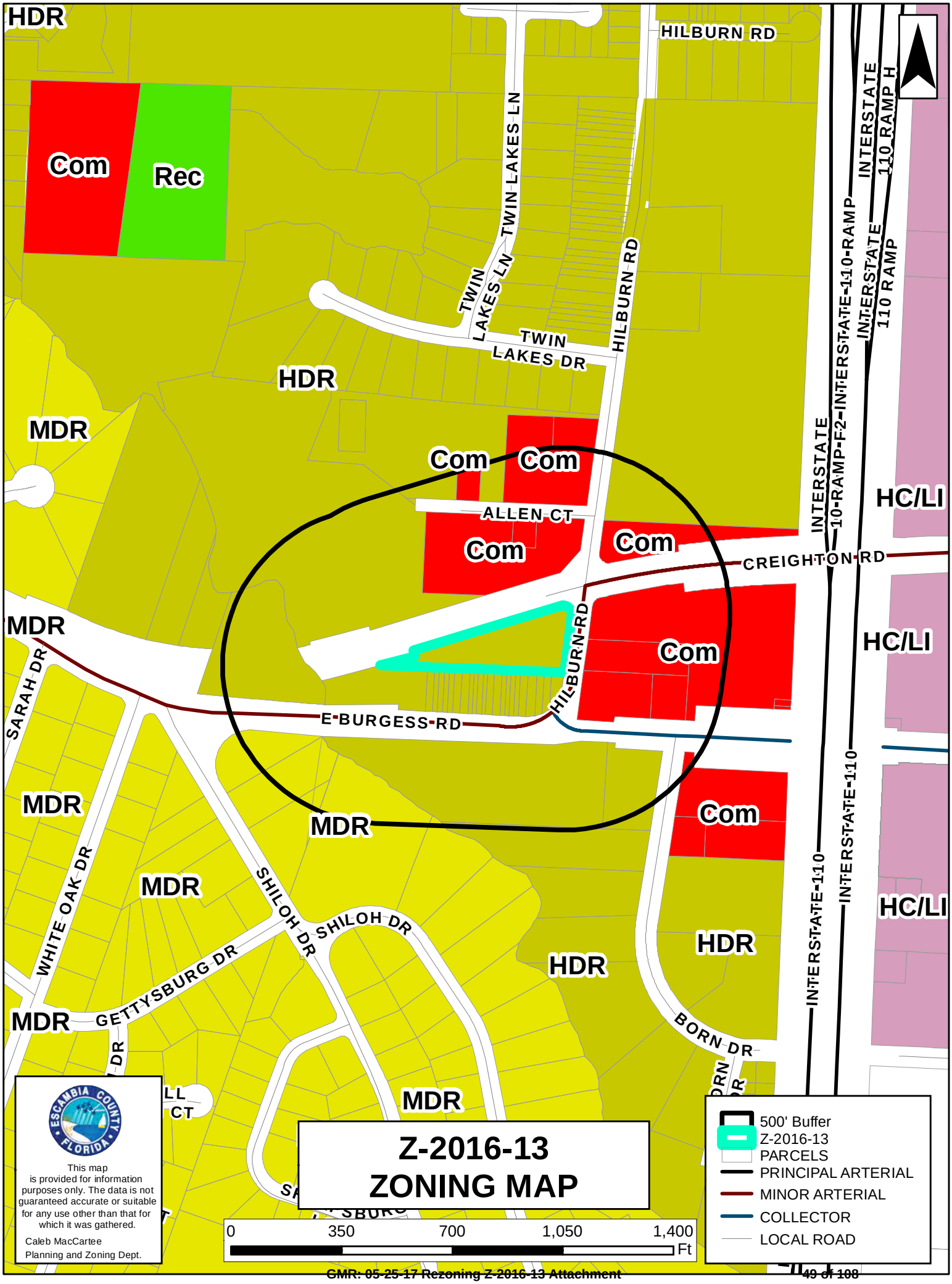
NALO CREEK LOOP
ATWOOD DR
SABRA DR
ATWOOD
INTERSTATE 110 RAMP G
INTERSTATE 110 RAMP H
INTERSTATE-10-RAMP-G2
INTERSTATE-10
INTERSTATE 110 RAMP D
INTERSTATE-10-RAMP-F1
INTERSTATE-10-RAMP-B2
TREE SWALLOW DR
TREE SWALLOW DR
SISKIN LN
PARAKEET TRL
HILBURN PL
INTERSTATE 10 RAMP F2
INTERSTATE 110 RAMP
PLANTATION RD
PLANTATION RD
AGGIE WAY
TWIN LAKES LN
HILBURN RD
TWIN LAKES DR
UNIVERSITY OFFICE BLVD
APPOMATTOX DR
E BURGESS RD
ALLEN CT
CREIGHTON RD
PLANTATION RD
KELVIN TER
CONFEDERATE DR
VICKSBURG DR
HILBURN RD
E BURGESS RD
E BURGESS RD
GETTYSBURG DR
SARAH DR
GETTYSBURG DR
BORN DR
BORN DR
INTERSTATE 110
SAVANNAH ST
SOUTHERN ST
SOUTHERN ST
BULL RUN CT
SHARPSBURG LOOP
SCHUBERT DR
ROYAL LN
ROYAL LN
MONITOR CT
VILLAGE OAKS DR
CZAR LN
WHITE OAK DR
GAINES CT
SHILOH DR
INTERSTATE 110 RAMP
INTERSTATE 110 RAMP
ANTIETAM DR
FERGUSON CT
Z-2016-13
LOCATION MAP
0
750
1,500
2,250
3,000
Ft
2500' Buffer
500' Buffer
Z-2016-13
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Caleb MacCartee
Planning and Zoning Dept.


HDR
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ALLEN CT
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INTERSTATE 10 RAMP
INTERSTATE 10 RAMP F-2
INTERSTATE 110 RAMP
HC/LI
CREIGHTON RD
MDR
HILBURN RD
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HC/LI
SARAH DR
E BURGESS RD
MDR
Com
MDR
MDR
WHITE OAK DR
SHILOH DR
SHILOH DR
GETTYSBURG DR
HDR
HDR
MDR
BORN DR
INTERSTATE 110
HC/LI
MDR
Z-2016-13
ZONING MAP
500' Buffer
Z-2016-13
PARCELS
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MINOR ARTERIAL
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LOCAL ROAD
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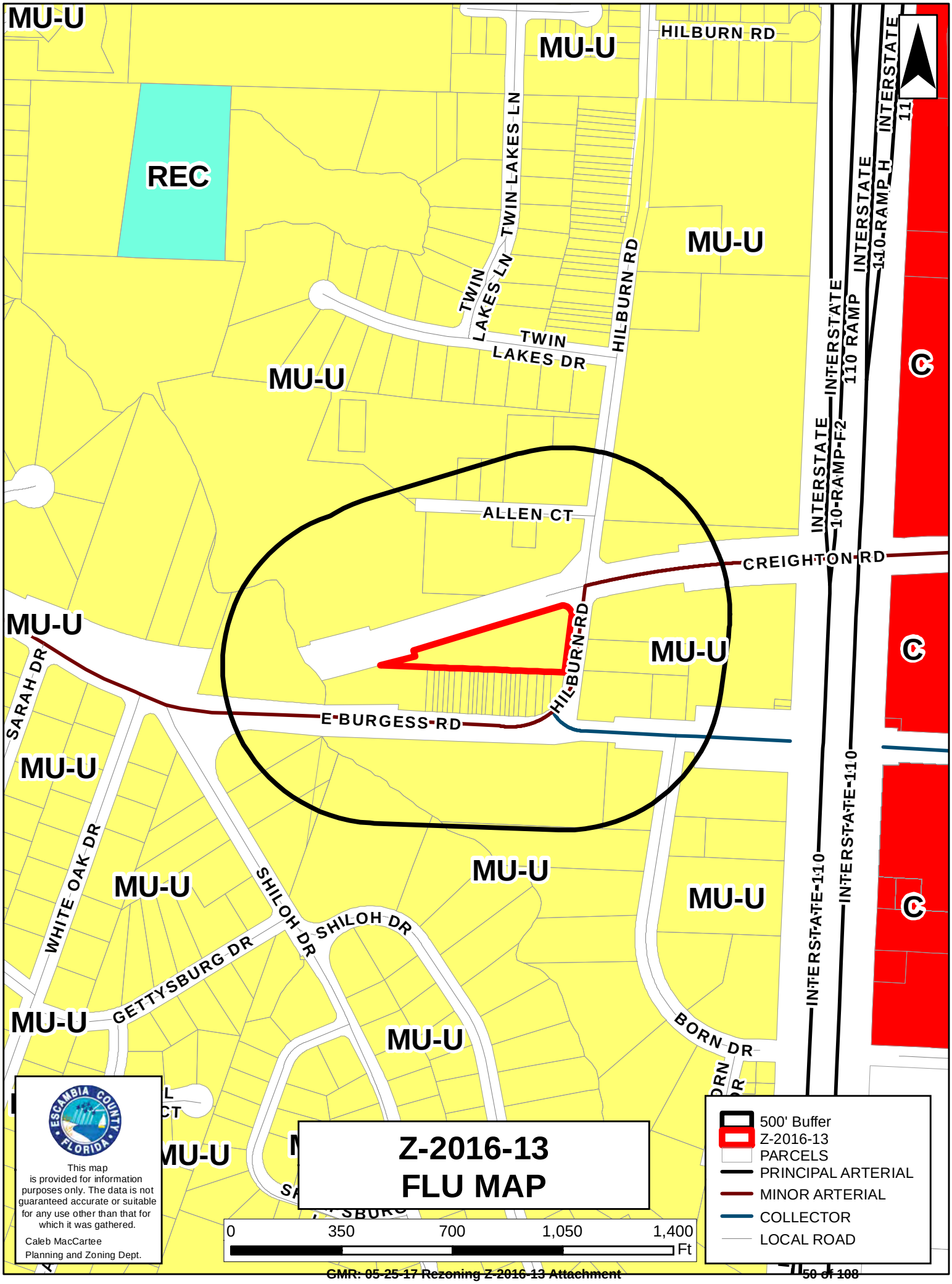
MU-U
REC
HILBURN RD
TWIN LAKES LN
TWIN LAKES DR
ALLEN CT
CREIGHTON RD
E BURGESS RD
SARAH DR
WHITE OAK DR
SHILOH DR
GETTYSBURG DR
BORN DR
INTERSTATE 110
INTERSTATE 110 RAMP F-2
INTERSTATE 110 RAMP H
C
Z-2016-13
FLU MAP
500' Buffer
Z-2016-13
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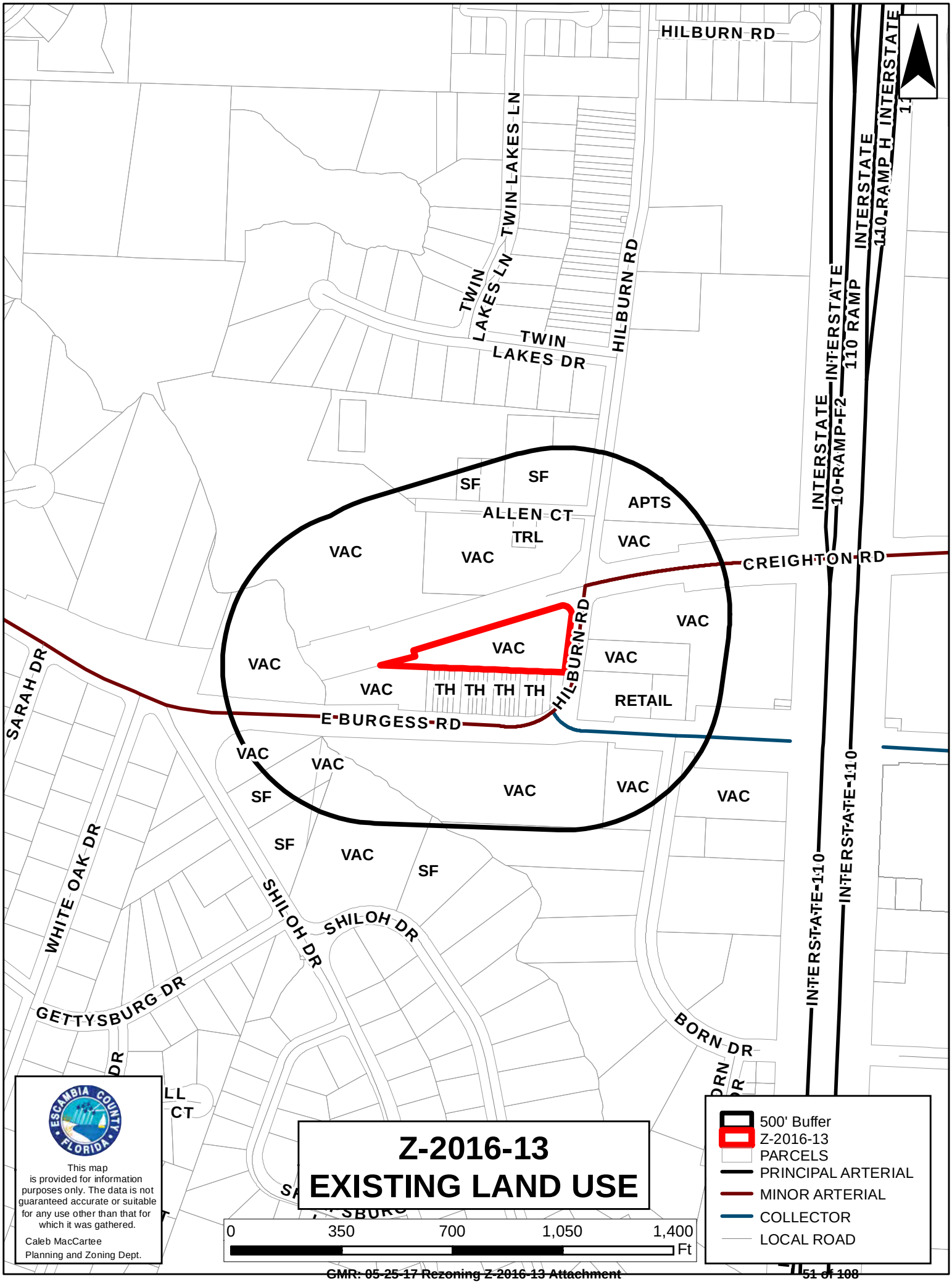
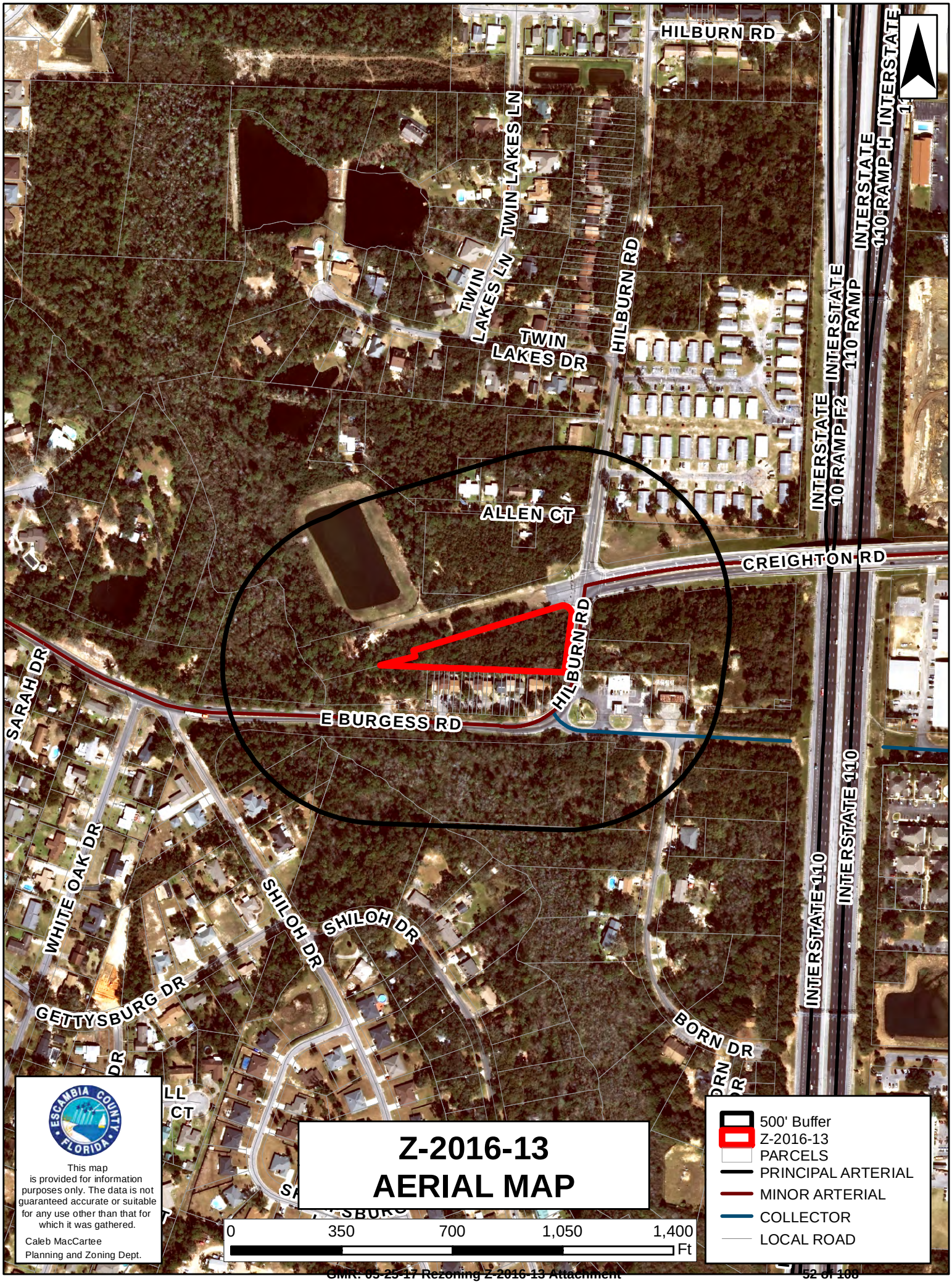


Z-2016-13
EXISTING LAND USE



Z-2016-13
AERIAL MAP

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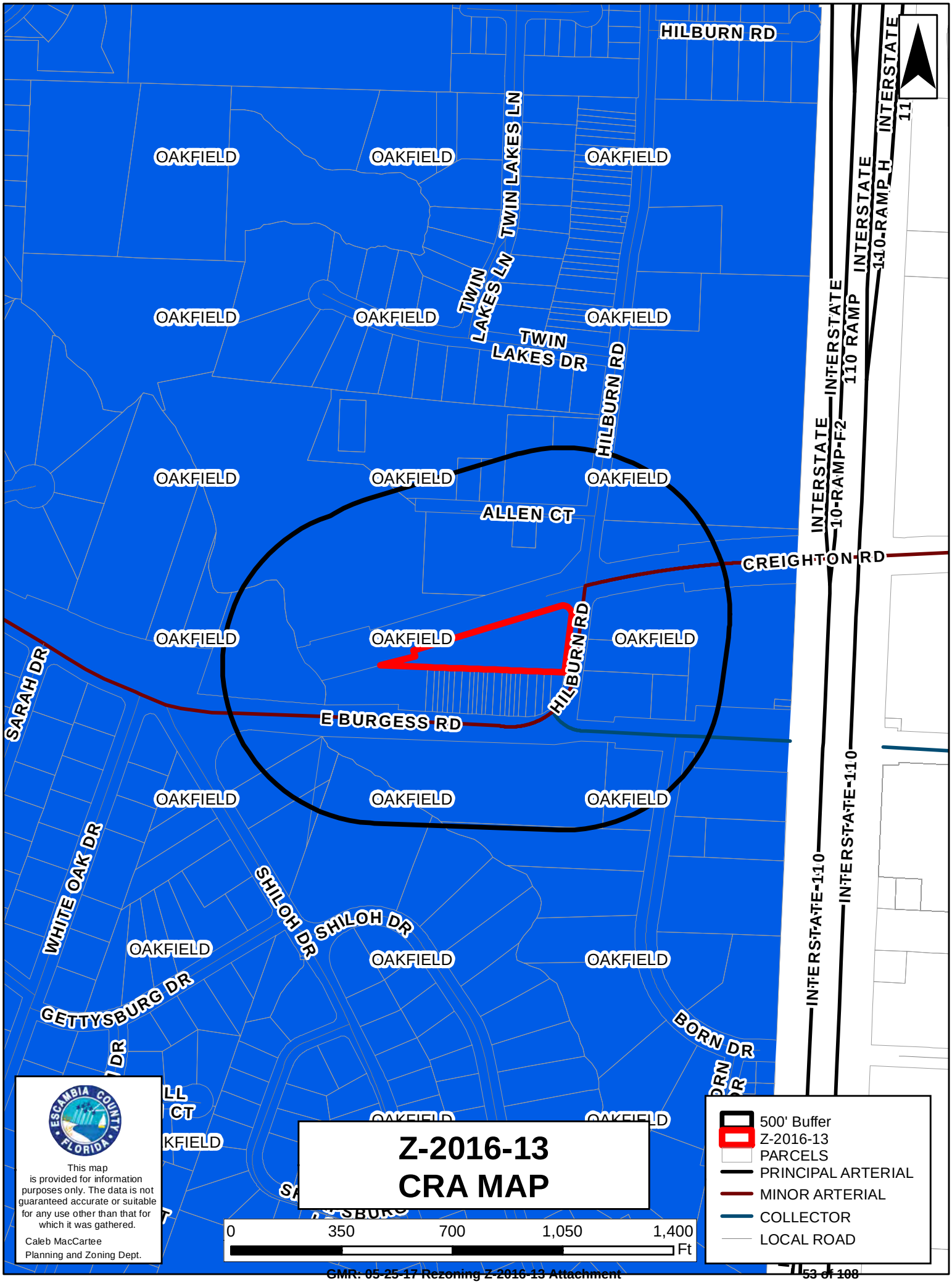
Caleb MacCartee
Planning and Zoning Dept.


HILBURN RD
TWIN LAKES LN
TWIN LAKES LN
TWIN LAKES DR
HILBURN RD
INTERSTATE 110 RAMP H
INTERSTATE 110 RAMP
INTERSTATE 10 RAMP F-2
INTERSTATE 110
INTERSTATE 110
CREIGHTON RD
ALLEN CT
HILBURN RD
E BURGESS RD
SARAH DR
WHITE OAK DR
SHILOH DR
SHILOH DR
GETTYSBURG DR
BORN DR
OAKFIELD
Z-2016-13
CRA MAP
0
350
700
1,050
1,400
Ft
500' Buffer
Z-2016-13
PARCELS
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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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Caleb MacCartee
Planning and Zoning Dept.



Public Notice Sign



Looking West onto Site



Looking Northwest from Site



Looking North from Site along Hilburn Road



Looking East from Site across Hilburn Road



Looking Southeast from Site across Hilburn Road



Looking South along Hilburn Road

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpage I©att net

October 27, 2016
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

RE: Rezoning Application Request 6013 Hilburn Road
Property Parcel 29-1S-30-1504-000-000
Request: HDR to Com.

Dear Mr. Jones:

Please find our attached application package requesting Planning Board consideration to change the referenced property zoning category from HDR to Com commercial. The property is located at the southwest corner of Hilburn Road and Creighton Road just west of I-110 and University Mall.

Creighton Road serves as an east west traffic corridor for traffic leaving the University Mall area and all west bound traffic passes in front of this property. FDOT has counted some 9,500 trips per day at this property (see attached FDOT map) in large part due to the close proximity to the mall, suggesting that it meets location criteria requirements.

This request is consistent with provisions within the Comprehensive Plan and the Land Development Code. The existing FLU of Mixed Use Urban allows Commercial zoning.

The requested Commercial category will be compatible with surrounding existing zoning including Commercial to the east and north and west HDR on both the north and south sides of the property.

No changed conditions were observed in the area, and the property is largely high and dry suggesting development will have little or no effect on the natural environment. Existing development patterns contain a mixture or zoning categories and uses suggesting the requested Commercial classification will be consistent with existing development patterns.

Please contact me if you require additional information.

Sincerely yours,

Wiley C."Buddy" Page

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 2915301504000000

Property Address: 6013 Hilburn Road Pensacola, FL.

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 12th DAY OF August, YEAR OF 2016.

Shaun Romero — Signature of Property Owner

Shaun Romero — Printed Name of Property Owner

8-12-16 — Date

Signature of Property Owner

Printed Name of Property Owner

Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 6013 Hilburn Rd. Pensacola, Florida, property reference number(s) 291530-1504-000-000 I hereby designate Wiley Page (Professional Growth Management) for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 12th day of Aug. the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley Page Email: budpage1@att.net
Address: 5337 Hamilton Lane - Pace, FL 32571 Phone: 850-232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
Shaun Romero	Shaun Romero	8-12-16

Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF La COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 12 day of Aug 20 16,
by Shaun Romero.
Personally Known ☐ OR Produced Identification☐. Type of Identification Produced: Louisiana's License

Signature of Notary	Printed Name of Notary
	James W. Schwing, Sr.

(Notary Seal) JAMES W. SCHWING, SR. NOTARY PUBLIC LA BAR ROLL NO. 11860 NOTARY I.D. NO. 35913

JAMES W. SCHWING, SR. NOTARY PUBLIC LA BAR ROLL NO. 11860 NOTARY I.D. NO. 35913

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) AND a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent _____ Printed Name Owner/Agent _____ Date _____

Signature of Owner Shaun Romero Printed Name of Owner Shaun Romero Date 8-12-16

STATE OF La COUNTY OF Allen The foregoing instrument was acknowledged before me this 15 day of Aug 20 16, by Shaun Romero.

Personally Known ( ) OR Produced Identification . Type of Identification Produced: Driver's License

Signature of Notary _____ Printed Name of Notary Thomas W Schwing Sr (notary seal)

JAMES W. SCHWING, SR.
NOTARY PUBLIC
LA BAR ROLL NO. 11860
NOTARY I.D. NO. 35913

ESCAMBIA COUNTY TAX COLLECTOR **2015 Real Estate** NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
03-2080-600		See Below	06	291S30-1504-000-000

2015 Real Estate 0118947.0000

OFFICE (850) 438-650 Ext. 3252

6013 HILBURN RD
BEG AT NE COR OF LT 3 S 88 DEG 29 MIN 00 SEC W 830 FT TO W R/W LI HILBURN RD S 4 DEG 27 MIN 00
See Tax Roll for extra legal.

S - 043529 / 004772 1-103858 JM895476
ROMERO SHAUN
PO BOX 9822
NEW IBERIA LA 70562-8822

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	123,500		123,500	817.14
PUBLIC SCHOOLS					
By Local Board	2.1140	123,500		123,500	261.08
By State Law	4.9990	123,500		123,500	617.38
WATER MANAGEMENT	0.0378	123,500		123,500	4.67
SHERIFF	0.6850	123,500		123,500	84.60
M.S.T.U. LIBRARY	0.3590	123,500		123,500	44.34

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 14.8113 AD VALOREM TAXES 1829.21

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		12.13

Pd 8-8-15

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 12.13

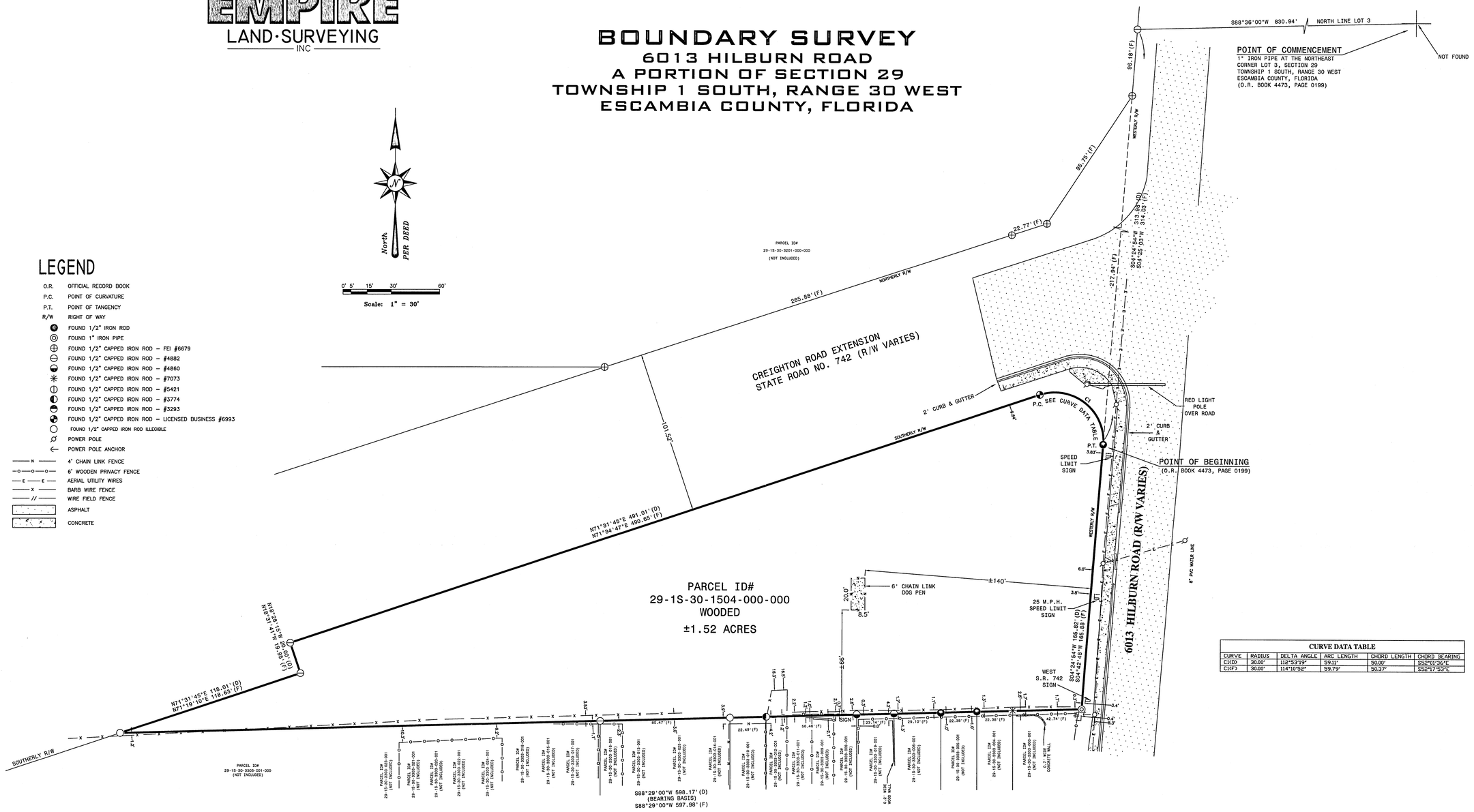
COMBINED TAXES AND ASSESSMENTS 1841.34 PAY ONE AMOUNT See reverse side for important information

Nov 30 2015	Dec 31 2015	Jan 31 2016	Feb 29 2016	Mar 31 2016	Apr 30 2016
$ 1767.69	$ 1786.10	$ 1804.51	$ 1822.93	$ 1841.34	$ 1896.58

AMOUNT DUE IF PAID BY

EMPIRE
LAND·SURVEYING
INC

BOUNDARY SURVEY
6013 HILBURN ROAD
A PORTION OF SECTION 29
TOWNSHIP 1 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY, FLORIDA



CURVE DATA TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1(D)	30.00'	112°53'19"	59.11'	50.00'	S52°01'36"E
C1(F)	30.09'	114°10'52"	59.79'	50.37'	S52°17'53"E

LEGAL DESCRIPTION (A PORTION OF O.R. BOOK 4473, PAGE 0199)

PARCEL "A"

COMMENCE AT A 1" IRON PIPE MARKING THE NORTHEAST CORNER OF LOT 3, SECTION 29, TOWBSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 830.94 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY LINE OF HILBURN ROAD (R/W VARIES); THENCE GO SOUTH 04 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 313.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 165.82 FEET TO THE MONUMENTED SOUTHEAST CORNER OF OFFICIAL RECORD BOOK 1971, PAGE 235; THENCE DEPARTING THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF HILBURN ROAD GO SOUTH 88 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE MONUMENTED SOUTH LINE OF SAID OFFICIAL RECORD BOOK 1971, PAGE 235, A DISTANCE OF 598.17 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 742 (R/W VARIES); THENCE GO NORTH 71 DEGREES 31 MINUTES 45 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 118.01 FEET; THENCE GO NORTH 18 DEGREES 28 MINUTES 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 45 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 491.01 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET,(DELTA = 112 DEGREES 53 MINUTES 19 SECONDS, CHORD BEARING = SOUTH 52 DEGREES 01 MINUTES 36 SECONDS EAST, CHORD DISTANCE = 50.00 FEET); THENCE GO SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 59.11 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

SHAUN M. ROMERO

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S)

SHAUN M. ROMERO

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CLIENT ROMERO

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEED OF RECORD
PLAT RECORDED IN: PRIOR SURVEYS/DRAWINGS

BEARING BASIS SOUTH PROPERTY LINE S88°29'00"W (D)

TYPE OF SURVEY: BOUNDARY AND IMPROVEMENTS

GENERAL NOTES:
1. Fence locations as drawn are not to scale.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.
4. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: *Deed = (D); Actual Field Measurement = (F); Plat = (P)*
5. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.
6. No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, not abstracted by this firm for ownership, easements, rights-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning and restrictions that may be found in the Public Records of said County.

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

C:\Ken's Survey Drawings(2)\382-06-1.dwg, 11/3/2016 5:15:47 PM

REVISIONS	FIELD BOOK	DATE
1.) BOUNDARY & IMPROVEMENTS	176/32	10/18/16

ENCROACHMENTS: FENCES

SURVEYORS CERTIFICATE

I HEREBY CERTIFY: THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THIS SURVEY WAS COMPLETED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY RULE 61G17 FLORIDA ADMINISTRATIVE CODE; THAT THIS SURVEY ALSO COMPLIES WITH CHAPTERS 177 AND 472 FLORIDA STATUTES.

OCTOBER 27, 2016 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA DATE

SCALE:	1"= 30'
FIELD DATE:	08/02/06
ORDER NO:	382-06-1
FIELD BOOK:	96/44-46,48-50
	AND DATA COLLECTED

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: November 9, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the agenda for the upcoming Planning Board meeting scheduled for December 6, 2016. Please see staff comments below:

- Z-2016-13 – Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

COOGLE SHARON BROWN 50%
1142 HARRISON AVE
GULF BREEZE, FL 32563

SIMON PROPERTY GROUP L P
PO BOX 6120
INDIANAPOLIS, IN 46206

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

MILLER GERALD M & CLARA
102 GETTYSBURG DR
PENSACOLA, FL 32503

PERRY RICHARD L
PO BOX 9183
PENSACOLA, FL 32513

MANN DOUGLAS L
109 GETTYSBURG DR
PENSACOLA, FL 32503

FUSSELL CAROL JEAN
110 SAVANNAH ST
PENSACOLA, FL 32503

MILLER MATTHEW L
111 SOUTHERN ST
PENSACOLA, FL 32503

PARSLEY RUSSEL E & MARY E
112 SOUTHERN ST
PENSACOLA, FL 32503

BUSCH GEORGE R &
113 SOUTHERN ST
PENSACOLA, FL 32503

RIVERWALK CONDOMINIUM ASSOCIATION INC
4400 BAYOU BLVD # 35
PENSACOLA, FL 32503

SCOTT CITY LLC
905 LARGO DR
GULF BREEZE, FL 32561

T L C PROPERTIES INC
1401 N TARRAGONA ST
PENSACOLA, FL 32501

CRISTOFOLETTI VICTOR
105 GETTYSBURG DR
PENSACOLA, FL 32503

KOVTUN VICTOR & GALINA
107 SAVANNAH ST
PENSACOLA, FL 32503

HAUSFELD DAMON J & TRACY M
6306 ANTIETAM DR
PENSACOLA, FL 32503

REINEKE MERCEDES O
110 SOUTHERN ST
PENSACOLA, FL 32503

SHEFFIELD GLENN H & CYNTHIA G
112 GETTYSBURG DR
PENSACOLA, FL 32503

ESTHER EMPORIUM REAL ESTATE LLC
406 LA RUA LNDG
PENSACOLA, FL 32501

SHANNON CARLOS R & JUDY C
114 GETTYSBURG DR
PENSACOLA, FL 32503

AMMONS WILLIAM S & TATUM
89 MEIGS DR
SHALIMAR, FL 32579

BRENTWOOD HOMEOWNERS ASSOCIATION
8680 SCENIC HWY BOX 18
PENSACOLA, FL 32514

ROBIN'S RIDGE HOMEOWNERS ASSOCIATION
4400 BAYOU BLVD STE 35
PENSACOLA, FL 32503

MARTI DEBBIE C
106 SAVANNAH ST
PENSACOLA, FL 32503

EVANS CLINIECE ELAINE
108 GETTSBURG DR
PENSACOLA, FL 32503

MOORE DEBRA GALE &
110 GETTYSBURG DR
PENSACOLA, FL 32503

LOWERY JIMMY C & CLARICE
104 SOUTHERN ST
PENSACOLA, FL 32503

WILLIAMS BELIE B &
505 JAMES RIVER RD
GULF BREEZE, FL 32561

HARRIS JAMES W & RACHEL S
113 SAVANNAH ST
PENSACOLA, FL 32503

WARE JOHN C & NADINE S
114 SAVANNAH ST
PENSACOLA, FL 32503

RICKMON JUANITA C TRUSTEE FOR RICKMON JAMES &
114 SOUTHERN ST
PENSACOLA, FL 32503

KIGHT JAMES & DALE S
116 GETTYSBURG DR
PENSACOLA, FL 32503

BENTON VIVIAN LEE
528 EVENTIDE DR
GULF BREEZE, FL 32561

FERGUSON BURR JR &
778 STAPLEFORD TRL
PRATTVILLE, AL 36066

PALMER TROY L
240 STARS HOLLOW DRIVE
FRANKLIN, NC 28734

HASKINS BONNIE R
1416 AGGIE WAY
PENSACOLA, FL 32504

KENNEY CHRISTOPHER D &
1421 AGGIE WAY
PENSACOLA, FL 32504

GREENE PAULA S
1428 AGGIE WAY
PENSACOLA, FL 32504

GULLEY CINDY
169 HILBURN CT
PENSACOLA, FL 32504

CORDOVA COMMUNITY FACILITIES CORP
205 BROOKS ST STE 201
FORT WALTON BEACH, FL 32548

MIKHCHI MEHDI H
6230 N PALAFOX ST
PENSACOLA, FL 32503

LUKOWSKI JOHN H & CAROL S
116 SAVANNAH ST
PENSACOLA, FL 32503

MILLER ANTHONY C & JANET M
1400 AGGIE WAY
PENSACOLA, FL 32504

HUNT TOD & ELIZABETH
1405 AGGIE WAY
PENSACOLA, FL 32504

ROY VIRGINIA L
1411 AGGIE WAY
PENSACOLA, FL 32504

YOST GEORGE H II
1417 AGGIE WAY
PENSACOLA, FL 32504

STRAIN GORDON G
1424 AGGIE WAY
PENSACOLA, FL 32504

ROBBELOTH CHRISTOPHER M
1429 AGGIE WAY
PENSACOLA, FL 32504

MORRIS ROBERT C
173 HILBURN COURT
PENSACOLA, FL 32504

ROBINSON WILLIE P & LINDA D
201 GETTYSBURG DR
PENSACOLA, FL 32503-7526

WILLIAMS PATRICIA T
115 SAVANNAH DR
PENSACOLA, FL 32503

HOWELL ADRIAN & JULIA
117 GETTYSBURG DR
PENSACOLA, FL 32503

MEAGHER ROBERT J
5711 HOLMES DR
FARMINGTON, NM 87401

COWAN GABRIELA A
15 MILLARD CT
STERLING, VA 20165

CHARLEY CAROLYN A
1412 AGGIE WAY
PENSACOLA, FL 32504

TSAO LAURIE CAO HONG
11005 SALFORD DR
LAS VEGAS, NV 89144

ANDERSON CHARLES A
1425 AGGIE WAY
PENSACOLA, FL 32504

HUANG LARRY
2512 ROSEDOWN DR
CANTONMENT, FL 32533

FLORIDA STATE OF DEPT OF TRANSPORTATION
PO BOX 607
CHIPLEY, FL 32428

BARNES DOROTHY L
201 SOUTHERN ST
PENSACOLA, FL 32503

PHILLIPS MIKE
202 SOUTHERN DR
PENSACOLA, FL 32503

JERNIGAN JOHN C TRUSTEE
203 GETTYSBURG DR
PENSACOLA, FL 32503

CALHOUN JAMES SR & CARRIE D
204 GETTYSBURG DR
PENSACOLA, FL 32503

CHAPPELL ROBERT F &
204 ROYAL LN
PENSACOLA, FL 32503

HWANG BRIAN &
204 SOUTHERN DR
PENSACOLA, FL 32503

PATE JERRY TURF SUPPLY INC
301 SCHUBERT AVE
PENSACOLA, FL 32504

BARNETTE THOMAS H &
305 SHILOH DR
PENSACOLA, FL 32503

COREY CINDIE A
186 CARTER AVE SE
ATLANTA, GA 30317

LOUHIER ROBERT H JR & KATHERINE S
309 SHILOH DR
PENSACOLA, FL 32503

B&E HOLDINGS LLC
9030 WOODRUN DR
PENSACOLA, FL 32514

MCLEOD RICHARD D
311 BURGESS RD
PENSACOLA, FL 32503

BURNS DIANE M
311 SHILOH DR
PENSACOLA, FL 32503

BRUNSON ED JR
312 E BURGESS
PENSACOLA, FL 32503

US BANK TRUST NA TRUSTEE FOR
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

MATHISEN GLEN & JOANNE &
2695 DANFORTH TERRACE
WEST PALM BEACH, FL 33414

MARTIN PAUL ERIK
6930 MARSHWOOD CT
COLORADO SPRINGS, CO 80918

BELVIN ERIC D
5418 CLOVER BASIN DR
LONGMONT, CO 80503

CUSHMAN ROBERT T JR &
318 HILBURN PL
PENSACOLA, FL 32504

NESTEL ANDREA L
321 HILBURN PL
PENSACOLA, FL 32504

THOMAS ROBERT B LIFE EST
324 HILBURN PL
PENSACOLA, FL 32504

EHMANN GEORGE
66 MELODY LANE
WESTBURY, NY 11590

YOKOFICH TRENTEN J
329 HILLBURN PL
PENSACOLA, FL 32504

GALITO ANNA G
330 HILBURN PL
PENSACOLA, FL 32504

WILLIAMS CAROLYN F
330 SHILOH DR
PENSACOLA, FL 32504

GREGORY DAVID A & CHERYL L
333 HILBURN PL
PENSACOLA, FL 32504

CREIGHTON NEVA W &
334 GETTYSBURG DR
PENSACOLA, FL 32503

MEISSNER ANDREA SUSAN
20891 MORINGSIDE DR
TRABUCO CANTON, CA 92679

MILES DAVID SCOTT
337 HILBURN PL
PENSACOLA, FL 32504

JULIEN ARSENIO JAHMAAL
1215 BENNING PL
PENSACOLA, FL 32506

AUTHEMENT JOHN KEVIN
341 HILBURN PL
PENSACOLA, FL 32504

MCMILLAN ANGELA
1009 CREIGHTON RD
PENSACOLA, FL 32504

WHITSON JASON R
350 HILBURN PL
PENSACOLA, FL 32504

WHITE SHARMAYNE DENISE
PO BOX 2594
PENSACOLA, FL 32513

STEELE MICHAEL J
371 GETTYSBURG DR
PENSACOLA, FL 32503

CLOUD GERALD F & VICTORIA H
381 E BURGESS RD
PENSACOLA, FL 32503

LYNCH CHARLES & MARY
386 GETTYSBURG DR
PENSACOLA, FL 32503

KING ALAN D &
395 TREE SWALLOW DR
PENSACOLA, FL 32503

GRIFFIN EARL JR
399 TREE SWALLOW DR
PENSACOLA, FL 32503

SCHWARTZ HARRY H 1/4 INT &
1125 N SPRING ST
PENSACOLA, FL 32501

JAQUISH DAN
5720 NORTH W ST
PENSACOLA, FL 32505

ROBERSON SHARON
344 HILBURN PL
PENSACOLA, FL 32504

SIEGLER LEON J &
350 SHILOH DR
PENSACOLA, FL 32503

WALDROP ROBERT J
361 GETTYSBURG DR
PENSACOLA, FL 32503

ARNOLD EULA ELIZABETH
374 GETTYSBURG DR
PENSACOLA, FL 32503

TURNER RAMONIA
381 GETTYSBURG DR
PENSACOLA, FL 32503

DOUGLAS DIANA MARIE
391 TREE SWALLOW DR
PENSACOLA, FL 32503

NEAL BRIAN B & TAHYA L
460 LONG ACRE DR
BOSSIER CITY, LA 71111-8229

TCIP D LLC
1401 E BELMONT ST
PENSACOLA, FL 32501

WARD LAWRENCE R
14670 HWY 84
EVERGREEN, AL 36401

FRARY KEVIN M & MICHELE L
400 SHARPSBURG LOOP
PENSACOLA, FL 32503

CROSBY THOMAS R
350 E BURGESS RD
PENSACOLA, FL 32503

BROWN JOSEPH W & ESMER L
351 GETTYSBURG DR
PENSACOLA, FL 32503

STOKES CLARENCE H & ROSE M
364 GETTYSBURG DR
PENSACOLA, FL 32503

CROWE EDWARD H & LINDA V
380 E BURGESS RD
PENSACOLA, FL 32503

TUGGLE DOROTHY M
4627 CALLE VENTOSO
PENSACOLA, FL 32514

MURPHY CHRISTOPHER A
392 TREE SWALLOW DR
PENSACOLA, FL 32503

NCWPCS MPL 30 YEAR SITES TOWER HOLDINGS LLC
909 CHESTNUT ST RM 36 M 01
SAINT LOUIS, MO 63101

MERKERSON ALTON E & CYNTHIA
603 HILL RD
CLARKSVILLE, TN 37040

TWIN LAKES ESTATES
3028 HWY 297A
CANTONMENT, FL 32533

GREGORY EARL A JR LIFE EST &
401 SCHUBERT DR
PENSACOLA, FL 32504

BOOTH ANNETTE C
401 TWIN LAKES DR
PENSACOLA, FL 32504

BARNES DONNIE G TRUSTEE FOR
7388 SHELBY LN
PENSACOLA, FL 32526-9136

COX KENNETH D &
406 TREE SWALLOW DR
PENSACOLA, FL 32503

BOOKER PARHAM N JR
9752 QUAIL HOLLOW CT
PENSACOLA, FL 32514

RENEAU KIM V
413 SHARPSBURG LOOP
PENSACOLA, FL 32503

KING REGINALD &
414 TREE SWALLOW LN
PENSACOLA, FL 32503

BAUTER LARRY L & EDNA E
417 TWIN LAKES DR
PENSACOLA, FL 32504

ABRAHAM JOY &
419 SHARPSBURG LOOP
PENSACOLA, FL 32503

COFFIELD BARRY L
421 TWIN LAKES DR
PENSACOLA, FL 32504

PORTER MANUEL
425 TREE SWALLOW DR
PENSACOLA, FL 32503

SEELY RICHARD H &
402 TREE SWALLOW DR
PENSACOLA, FL 32503

TAYLOR ROBERT G
409 TWIN LAKES DR
PENSACOLA, FL 32504

FOXWORTH LAWRENCE R
406 TWIN LAKES DR
PENSACOLA, FL 32504

GUIDRY JOHN M
410 TWIN LAKES DR
PENSACOLA, FL 32504

STREETER DEREK L &
413 TREE SWALLOW DR
PENSACOLA, FL 32503

MARTIN HOYT W AND RUTH C
416 E SCHUBERT DR
PENSACOLA, FL 32504

FOUNTAIN ORDIERES A
418 TREE SWALLOW DR
PENSACOLA, FL 32503

LEFMANN SHERRI
420 SHARPSBURG LOOP
PENSACOLA, FL 32514

UC CHIEN THANG &
422 TREE SWALLOW DR
PENSACOLA, FL 32503

OWEN VICKI K
425 TWIN LAKES DR
PENSACOLA, FL 32504

GILBERT BRITTANY A
403 TREE SWALLOW DR
PENSACOLA, FL 32503

LEE EDDIE JR & MARSHA R
406 SHARPSBURG LOOP
PENSACOLA, FL 32503

COURSEN CYNTHIA L FOUNTAIN
407 SHARPSBURG LOOP
PENSACOLA, FL 32503

LEE MICHAEL A 2/3 INT &
413 SCHUBERT DR
PENSACOLA, FL 32504-6960

JONES LAWRENCE C JR
413 TWIN LAKES DR
PENSACOLA, FL 32503

COOK BRANDON
417 TREE SWALLOW DR
PENSACOLA, FL 32503

ADCOX ANDREW S &
2145 HARBORVIEW DR
SUMTER, SC 29153

GILMORE LONNIE H &
421 TREE SWALLOW DR
PENSACOLA, FL 32503

LUNT CLARK P
606 N MACDILL AVE
TAMPA, FL 33609

RICKARD MICHAEL T
426 E BURGESS RD
PENSACOLA, FL 32504

MCGLONE KEVIN T & JEANETTE C
4502 MARGARITAS WAY
ABILENE, TX 79606-6501

STEWART BARBARA J &
2745 CHICKERING RD
PENSACOLA, FL 32514

FRANKLIN FRED D
430 ALLEN CT
PENSACOLA, FL 32514

WALDEN MICHAEL W
4714 BRIDGEDALE RD
PENSACOLA, FL 32505

JENKINS MCKINLEY C
433 TREE SWALLOW DR
PENSACOLA, FL 32503

MCCLAIN PAUL L
6354 GAINES CT
PENSACOLA, FL 32503

SALTER KENNETH M &
437 TWIN LAKES DR
PENSACOLA, FL 32504

ARDT DIANA L
439 HILBURN LN
PENSACOLA, FL 32503

TRUONG ERIC &
1318 COUNTRYRIDGE PL
ORLANDO, FL 32835-8019

AUSTIN WILLIAM B
441 SHILOH DR
PENSACOLA, FL 32503

FOX MATTHEW D
426 TREE SWALLOW DR
PENSACOLA, FL 32503

AMOLE ADESIJI A &
429 TREE SWALLOW DR
PENSACOLA, FL 32503

SMITH STEVEN D &
430 EAST BURGESS ROAD
PENSACOLA, FL 32504

LIN CHIA TE & HYECHIN S
433 SHARPSBURG LOOP
PENSACOLA, FL 32503

KEENAN JAMES P & DIANA C TRUSTEES
433 TWIN LAKES DR
PENSACOLA, FL 32504

DALRYMPLE BOBBY
436 SHILOH DR
PENSACOLA, FL 32503

SCHENCK REBECCA S HOFFMAN
6308 JASON DR
MILTON, FL 32570

ROUTZAHN NANCY L TRUSTEE
439 SHARPSBURG LOOP
PENSACOLA, FL 32503

ALLEN BERRY R
441 ALLEN CT
PENSACOLA, FL 32504

FILS GEORGIA M
441 TWIN LAKES DR
PENSACOLA, FL 32504

DULION LEON V III & NELL B
427 SHARPSBURG LOOP
PENSACOLA, FL 32503

PIERCE ROSEANNA
5536 TUCKER CIR
MILTON, FL 32571-1397

SLAY TERRI G
431 SHILOH DR
PENSACOLA, FL 32503

GALECKI BENJAMIN E
433 SHILOH DR
PENSACOLA, FL 32503

SLADE JAMES B IV
3125 WATERVIEW DR
MILTON, FL 32583

UMSTEAD MICHAEL W
437 HILBURN LN
PENSACOLA, FL 32504

BOBE BALDWIN
3323 BAYOU BLVD
PENSACOLA, FL 32503

SARDAM MOSHE
440 E BURGESS RD
PENSACOLA, FL 32504

HAMMOND JULIUS L & LARISSA
441 HILBURN LN
PENSACOLA, FL 32504

BROOKS JANICE MARIE
911 J E BOYD LN
PENSACOLA, FL 32534

U AND A REAL ESTATE LLC
6400 LONG ST #31
PENSACOLA, FL 32504

VESTER JOHN G JR
445 SHARPSBURG LOOP
PENSACOLA, FL 32503

REID DANIEL D & LORNA M
293 STORER AVE
AKRON, OH 44302

GIGGEY SARAH E
450 E BURGESS RD
PENSACOLA, FL 32504

SOCHER YOTAM
452 E BURGESS RD
PENSACOLA, FL 32504

CHARLES BENJAMIN J
457 SHARPSBURG LP
PENSACOLA, FL 32503

MCLENDON CAROLYN C
PO BOX 10362
PENSACOLA, FL 32524-0362

HUBBARD ROBERT L & KATHY K
1401 E GADSDEN ST
PENSACOLA, FL 32501

ONDERDONK KIRK N
464 SHILOH DR
PENSACOLA, FL 32503

CRANE CLEO D &
468 ALLEN CT
PENSACOLA, FL 32504

MAINA WILSON M
444 SHILOH DR
PENSACOLA, FL 32503

PENSACOLA HOMES FOR LESS LLC
6400 LONG STREET SUITE 31
PENSACOLA, FL 32504

BARNHART DAVID
9337 PLUMIERA PL
PENSACOLA, FL 32526

SUNBELT HOTEL ENTERPRISES INC
345 PARK AVE
NEW YORK, NY 10154

WALDEN MICHAEL W &
455 SHILOH DR
PENSACOLA, FL 32503

HOLYFIELD YOKO Y
458 E BURGESS RD
PENSACOLA, FL 32504

NGUYEN PAUL
PO BOX 11245
PENSACOLA, FL 32524

BARRETT MICHAEL S & JENNIFER L
5730 SPARKELBERRY LN
PENSACOLA, FL 32526

CARR DAVID
5402 BLUE DOG RD
PANAMA CITY, FL 32404

BEASLEY JAMES B D &
468 SHILOH DR
PENSACOLA, FL 32503

LEE THOMAS & DEBRA K
445 HILBURN LN
PENSACOLA, FL 32504

MEDVE MARTIN S
913 GULF BREEZE PKWY ST # 23
GULF BREEZE, FL 32561

GENDREAU KWAI CHUN
449 HILBURN LN
PENSACOLA, FL 32504

MCCANTS EDNA
451 SHARPSBURG LOOP
PENSACOLA, FL 32503

YCY HOLDINGS LLC
6400 LONG ST STE 31
PENSACOLA, FL 32504

LEWIS ADRIANA M
458 SHARPSBURG LOOP
PENSACOLA, FL 32503

HARRIS DONALD W JR
462 SHILOH DR
PENSACOLA, FL 32503

OUSLEY TERRY L
464 SHARPSBURG LOOP
PENSACOLA, FL 32503

TUGWELL VIRGINIA JOHNSON
466 SHILOH DR
PENSACOLA, FL 32503

OBERTO JENNA
469 SHARPSBURG LOOP
PENSACOLA, FL 32503

WEYELS MARTHA E
472 ALLEN CT
PENSACOLA, FL 32504

COX JASON
475 SHARPSBURG LOOP
PENSACOLA, FL 32503

CLARK JOHN D
481 SHARPSBURG LOOP
PENSACOLA, FL 32503

SWINNEY JAMES R & DARYL LEE
5977 BORN DR
PENSACOLA, FL 32504

COSTELLO WILL G & SUSAN M
809 N BRINTON AVE
DIXON, IL 61021

NAGEM JOEY
3321 HOLT CIR
PENSACOLA, FL 32526

MANZANET JOHN
3361 TOMPKINS ST
PENSACOLA, FL 32504

KOPEC JOHN A
281 W WIEUCA RD NE
ATLANTA, GA 30342

BROWN SCOTT A & LINDA WADE
2332 ARRIVISTE CIR
PENSACOLA, FL 32504

BILES LINDA L
501 E BURGESS RD # C4
PENSACOLA, FL 32504

CIRCLE K STORES INC
STE M 25 WEST CEDAR ST
PENSACOLA, FL 32502

HUGGINS DENNIS & LINDA
480 SHARPSBURG LOOP
PENSACOLA, FL 32503

GIROD CHRISTOPHER B
485 SHILOH DR
PENSACOLA, FL 32503

T B B G INVESTORS INC
PO BOX 472
CENTURY, FL 32535

SHAO JANE Y J TRUSTEE
6021 CHAPMAN CIR
PENSACOLA, FL 32504

SHAO SHANE &
6051 OTTER POINTE RD
PENSACOLA, FL 32504

HUANG SYOU-YEN &
501 E BURGESS RD B5
PENSACOLA, FL 32504

HERR MARSHALL F JR
501 E BURGESS RD # C10
PENSACOLA, FL 32504

FADDIS THORUNN H &
1071 KELTON BLVD
GULF BREEZE, FL 32563

ROSAS MORGAN J & KELLY
114 MCBRIDE LN
CEDAR PARK, TX 78613

PATTON CHRISTOPHER D & TAMI G
457 NIMITZ RD
KAILUA, HI 96734

APPLE TEN HOSPITALITY OWNERSHIP INC
814 E MAIN ST
RICHMOND, VA 23219

NF II/CI PENSACOLA LLC
3424 PEACHTREE ROAD NE 2000 MONARCH TOWER
ATLANTA, GA 30326

CARLTON LOREN DANIEL &
500 SHILOH DR
PENSACOLA, FL 32503

COLLEY KALAY
501 E BURGESS RD A3
PENSACOLA, FL 32504

PUENTE EDUARDO & XIMENA
3550 CARABELA LN
PACE, FL 32571

KHULLAR HELENE M &
1404 RIDGEWOOD DR
LILLIAN, AL 36549

THOMAS LORI D TRUSTEE FOR THOMAS LORI D
2685 E LONGHORN PL
CHANDLER, AZ 85286

BONNER DARRYL D & LYNDA G
4513 SEA VISTA CT
GULF BREEZE, FL 32563

MCCALLUM JANA
3663 BEHRMAN PL APT 13
NEW ORLEANS, LA 70114

MCGEE MANIE
PO BOX 506
DEMOPOLIS, AL 36732

CAGLE JAMES M TRUSTEE
PO BOX 10161
PENSACOLA, FL 32524-0161

FORTI JOHN G & BRENDA B
PO BOX 477
DALEVILLE, AL 36322

BONNER MARCUS R &
4513 SEA VISTA CT
GULF BREEZE, FL 32563

SEAGO CATHY A
9244 BELL RIDGE DR
PENSACOLA, FL 32514

SEAGO CATHY J
9244 BELL RIDGE DR
PENSACOLA, FL 32526

DOWNEY DAVID J
696 RIVER ST
HAVERHILL, MA 1832

ATRIAL SYSTEMS LLC
3063 PELICAN LN
PENSACOLA, FL 32514

ECHOLS DENNIS J JR
1020 BUSHWOOD DR
CANTONMENT, FL 32533-6404

ERSKINE AARON M
5611 JONES ST
MILTON, FL 32570-2324

ALLSOP GARY R
501 EAST BURGESS RD # D8
PENSACOLA, FL 32504

MOORMAN STARLON R III
3548 RIDDICK DR
PENSACOLA, FL 32504-4450

COSTELLO PAUL &
3341 DUNNING DR
PACE, FL 32571

COMBS MARY L
4913 PENNECOTT WAY
WESLEY CHAPEL, FL 33544-1803

AMERINE DENVER
501 E BURGESS RD E7
PENSACOLA, FL 32504

TANAKA GENZO & MIKIKO
11773 GRAZING BUCK LN
TALLAHASSEE, FL 32317-8175

EDDINS WILLIAM E &
4100 N CAMBRIDGE WAY
MILTON, FL 32571-7368

DEANGELO JOHN & SUSAN
11029 RETRATO CT
SAN DIEGO, CA 92124

BAILOR SHAWN L
501 E BURGESS RD # G-10
PENSACOLA, FL 32504

GOLANKA STANLEY R &
2017 HESPERIA WAY
PENSACOLA, FL 32505

NGUYEN LUYEN D & JENNY T
1515 STONECLIFF DR
MONROEVILLE, PA 15146

MCCRANEY JOHN M &
501 E BURGESS RD # G2
PENSACOLA, FL 32504

HAGE MICHAEL C
5650 SWEET BIRCH LN
MILTON, FL 32583

OWENS GARY M &
501 E BURGESS RD G4
PENSACOLA, FL 32504

RHODES JEANNETTE T
501 E BURGESS RD # G5
PENSACOLA, FL 32504

STOLIC ELSIE A
380 ROBIN HOOD DR
YARDLEY, PA 19067

HAGLER WILLIAM R
6305 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328-4535

JOSEY MATTHEW &
501 E BURGESS RD # G8
PENSACOLA, FL 32504

PACE GLORIA J
501 E BURGESS RD # G9
PENSACOLA, FL 32504

DE BARROS ANA AMARA
501 E BURGESS RD APT H-10
PENSACOLA, FL 32504

ROSAS JOSHUA DANIEL
501 E BURGESS RD APT H11
PENSACOLA, FL 32504

ROSAS MORGAN & PAULINE G
1014 CORONADO DR
GULF BREEZE, FL 32563

ZARAHAN EDWARD A TRUSTEE FOR
PO BOX 17105
PENSACOLA, FL 32527-7105

PARKER RONALD L LIFE EST &
511 SHILOH DR
PENSACOLA, FL 32503

LINDHEIM BRUCE L
522 SHILOH DR
PENSACOLA, FL 32503

HARPER DARRELL D &
534 SHILOH DR
PENSACOLA, FL 32503

WARDEN STEVEN M
541 SHILOH DR
PENSACOLA, FL 32503

GOLDHAGEN MARK & BETH
552 SHILOH DR
PENSACOLA, FL 32503

KOTCH NICHOLAS M
1245 COTTONWOOD AVE
STATE COLLEGE, PA 16801

FLEMING RYAN & KARI M
7856 FARR ST
DANIEL ISLAND, SC 29492

MASCARENHAS LUCIENE SABINO DE ARAUJO
501 E BURGESS RD H12
PENSACOLA, FL 32507

BURGESS MARK A & TRINA GAY
2116 BROAD ACRES CT
VIRGINIA BEACH, VA 23453

WESTERN GATE PROPERTIES INC
2268 LAVISTA AVE
PENSACOLA, FL 32504

JESSOP CHRISTOPHER
516 SHILOH DR
PENSACOLA, FL 32503

MANECKA TOMASZ & DOROTA
523 SHILOH DR
PENSACOLA, FL 32503

SUKHERA IRFAN H
535 SHILOH DR
PENSACOLA, FL 32503

BARNES SCOTT C
546 SHILOH DR
PENSACOLA, FL 32503

ORTIZ JUAN A & GAYLE
553 SHILOH DR
PENSACOLA, FL 32503

SMITH AARON & ERIN CALLAN
20000 OUTPOST POINT DR
TAMPA, FL 33647-3560

WOS PROPERTIES LLC
PO BOX 422
MILTON, FL 32572

DENNIS ARNOLD G
426 MILESTONE BLVD
CANTONMENT, FL 32533

EDDINS WILLIAM E
4100 N CAMBRIDGE WAY
PACE, FL 32571

SURGICAL SPECIALISTS LLC
5147 NORTH 9TH AVE STE 103
PENSACOLA, FL 32503

ADDIGA SRINIVAS R
517 SHILOH DR
PENSACOLA, FL 32503

BRUKE LESLIE &
41 VIA DE LUNA DR
PENSACOLA BEACH, FL 32561

CHEN ANDY &
540 SHILOH DR
PENSACOLA, FL 32503

VAN DEN BERG MONICA
547 SHILOH DR
PENSACOLA, FL 32503

SIMMONS MARROLYN LYNESSA
1933 STONEBRIAR DR APT 211
WESLEY CHAPEL, FL 33544

LEWIS JEANICE &
570 SHILOH DR
PENSACOLA, FL 32503

CBCC LLC
1800 MCFARLAND BLVD STE 110
TUSCALOOSA, AL 35406

THOMAS CRAIG A
581 SHILOH DR
PENSACOLA, FL 32503

HORTON FLOYD & DOROTHY C
5975 BORN DR
PENSACOLA, FL 32504

FITZI III LLC
1682 VIA DELUNA DR
PENSACOLA BEACH, FL 32561

TUCKER THERESA
5983 BORN DR
PENSACOLA, FL 32504

NGUYEN TRA &
6055 BORN CT
PENSACOLA, FL 32504

WILLS LOUIS E
6000 SARAH DR
PENSACOLA, FL 32504

MOULTRY CORNEILUS &
6002 SARAH DR
PENSACOLA, FL 32505

PENSACOLA HOMES 4 U LLC
6400 LONG STREET # 31
PENSACOLA, FL 32504

HEMPHILL BRUCE I
3901 NORTH 12TH AVE
PENSACOLA, FL 32503

FULFORD RICHARD C & SHARON A
402 BEAR DR
GULF BREEZE, FL 32561

PIPER DIANNE H
3828 GLEN PARK DR
LITHONIA, GA 30038

BEHN RICHARD
5976 BORN DR
PENSACOLA, FL 32504

MITCHELL DAVID B & BONNIE S
16787 PERDIDO KEY DR # E904
PENSACOLA, FL 32507

UNIVERSITY OFFICE LIMITED CO
600 UNIVERSITY OFFICE BLVD STE 10A
PENSACOLA, FL 32504

BRANTLEY DONALD S &
4139 LYRIC LN
PENSACOLA, FL 32514

WEAD ERIC D
6001 BORN CT
PENSACOLA, FL 32504

ROBINS NEST #1 LLC
117 MONARCH LN
PENSACOLA, FL 32503

FYM OF FL LLC
3179 LAKE SUZANNE RD
CANTONMENT, FL 32533

AMSOUTH BANK OF FLORIDA
70 N BAYLEN ST
PENSACOLA, FL 32501

DYER DWIGHT D & MARY M
13824 E BELLEWOOD DR
AURORA, CO 80015-1180

GULF COAST CHRISTIAN INC
590 E BURGESS RD
PENSACOLA, FL 32504

SANDERFER DARSHELL
5978 BORN DR
PENSACOLA, FL 32504

B & W LLC
15009 PLUM DR
URBANDALE, IA 50323

THORSEN CLARA E
1801 FOULIS DR
PENSACOLA, FL 32503

OAK KNOLLS ESTATES HOMEOWNERS ASSN INC
7788 LAWTON ST
PENSACOLA, FL 32514-6188

FAIRMAN PHILLIP W &
6001 SARAH DR
PENSACOLA, FL 32503

HORNE WILFORD M
6004 SARAH DR
PENSACOLA, FL 32503

WILLS SUSAN
309 SOUTH 61ST AVE
PENSACOLA, FL 32506

SHANNON SALLY ANN &
361 BROADTURN RD
SCARBOROUGH, ME 4074

WRIGHT MARY CHRISTINE LIFE EST
PO BOX 10817
PENSACOLA, FL 32524

CHRISTIAN MILDRED L
601 E BURGESS RD # A6
PENSACOLA, FL 32504

BOZEMAN JEREMY E
8904 BELLINGTON RD
PENSACOLA, FL 32534

DRAKE GLEN T &
2730 PEBBLE BEACH DR
NAVARRE, FL 32566

PRESLEY SARAH ANNE &
601 E BURGESS RD # B8
PENSACOLA, FL 32504

CANTON RENEA B
3529 RIVIERA-DU-CHIENE
MOBILE, AL 36693

MORRIS KAREN MCAFERTY
455 HERON VILLA LN
PENSACOLA, FL 32506

SCOFIELD CAROLE D
412 LANDING BLVD
INVERNESS, FL 34450-8003

WEBER JAMES M
601 E BURGESS RD # D7
PENSACOLA, FL 32504

CLARK ROBERT T & GLENDA
1111 PARK LN
GULF BREEZE, FL 32563

ADAMS RICK M
4885 ASTER ST
DAYS CREEK, OR 97428

FILLMORE WARREN M &
PO BOX 397
ORANGE BEACH, AL 36561

CELIBERTI FAMILY HOLDINGS LLLP
2219 S CENTRAL AVE
FLAGLER BEACH, FL 32136

ZITNIAK CHARLES P & HANNA K
601 E BURGESS RD # B5
PENSACOLA, FL 32504

FLYNN MICHAEL C
3730 LONGSHIP PL
ROCKY POINT, FL 33607

MIR SAIRA &
510 SCENIC CT
CRESTVIEW, FL 32539

SMITH H NEAL & PEGGY C
5754 VENTURA LN
PENSACOLA, FL 32526

CYN SOLUTIONS LLC
109 N PALAFOX ST
PENSACOLA, FL 32502

DYE KEN & LYNDA
7 RAINBOW FALLS DR
ORMOND BEACH, FL 32174

KRAMMEL MAX
601 E BURGESS RD UNIT E-4
PENSACOLA, FL 32504

PYLE SISTERS TRUST
159 CANOPY COVE
FREEPORT, FL 32439

ROGERS W DERALD
601 E BURGESS RD # A8
PENSACOLA, FL 32504

STRADER RUTH E
601 E BURGESS RD # B3
PENSACOLA, FL 32504

MCDONALD RAYMOND A
601 E BURGESS RD #B7
PENSACOLA, FL 32504

SOMMERS RICHARD L &
PO BOX 5072
ENGLEWOOD, FL 34224

SMITH BARON P
190 DANVILLE ST
CANTONMENT, FL 32533

SCHEIBE MELISSA ANN
601 E BURGESS RD D-2
PENSACOLA, FL 32504

WENZE IRA H II
601 E BURGESS RD # D6
PENSACOLA, FL 32504

BUMGARNER NANETTE S
110 DRUMMOND PL
NEW BERN, NC 28562

CHAMBERLAIN ETHEL
601 E BURGESS RD # F1
PENSACOLA, FL 32504

HOUSTON JENNIFER L
1114 WEYBRIDGE CIR
PELHAM, AL 35124

SCUDDER MICHAEL JAY
PO BOX 42000
MEMPHIS, TN 38174

LEMONS SHARON K
601 E BURGESS RD G1
PENSACOLA, FL 32504

KARRER ALLAN E
398 CITATION DR
CANTONMENT, FL 32533

TURNER TOMMY R
601 E BURGESS RD #G7
PENSACOLA, FL 32504

EUMONT ELLEN E
601 E BURGESS RD UNIT #H-2
PENSACOLA, FL 32504

MOORE LAURA KRISTIE
2140 MARIA CIRCLE
PENSACOLA, FL 32514

ST CROIX JOSEPH P
601 E BURGESS RD UNIT H-8
PENSACOLA, FL 32504

MANCUSO MICHAEL T
601 E BURGESS RD # I11
PENSACOLA, FL 32504

LOWE SHERI A
9105 ARBOR GLEN LANE
CHARLOTTE, NC 28210-7988

GLENN JILL A &
601 E BURGESS RD # I7
PENSACOLA, FL 32504

CLAGUE GREGORY Q & NANCY E
325 HENDRIE BLVD
ROYAL OAK, MI 48067

DAVIS SPENCER L
601 E BUGESS RD G2
PENSACOLA, FL 32504

DIETRICH THOMAS F
5696 ABBINGTON LANE
MILTON, FL 32583

SMK INVESTMENT PROPERTIES LLC
7512 LAKESIDE DR
MILTON, FL 32583

FLAA STEPHEN J &
1 LISA LN
CHERRY HILL, NJ 8003

SLAUGHTER CYNTHIA
1306 PRESTWICK CT
CHESAPEAKE, VA 23320

WALLEY MARISSA C
4814 RIBAULT LN
MILTON, FL 32570

MESSER CHRISTOPHER L
9543 HUMMINGBIRD BLVD
PENSACOLA, FL 32514

HAMLETT CAROL
601 E BURGESS RD APT I5
PENSACOLA, FL 32504-6205

FOSTER MARISA L &
3213 S LITUANICA AVE 1F
CHICAGO, IL 60608

TAUZIAC CHRISTIAN &
16 HILLBROOK WAY
PENSACOLA, FL 32503

DAVIS GLORIA L
601 E BURGESS RD # G3
PENSACOLA, FL 32504

DOLIHITE CHRISTOPHER R
2049 CAHABA CREST DR
BIRMINGHAM, AL 32542

MORRIS JOHN S JR &
8853 MARSH ELDER DR
PENSACOLA, FL 32526

JOLLY KATHERINE A
601 E BURGESS RD # H4
PENSACOLA, FL 32504-6358

BOSSO STEPHEN C
1200 W GIMBLE ST
PENSACOLA, FL 32501

ISAKOVIC ABDEL
4950 NW 140TH ST
CHIEFLAND, FL 32626

BLANCHARD DARRELL V &
9542 YARROW CIR
PENSACOLA, FL 32514

WATSON SAMUEL M & BRENDA D
601 E BURGESS RD # I6
PENSACOLA, FL 32504

PARKER BRENDA JOYCE
601 E BURGESS RD # I9
PENSACOLA, FL 32504

MCBRIER MICHAEL M
PO BOX 15048
PENSACOLA, FL 32514

GARCIA REBECCA P
952 SW CAMPUS DR APT 49B1
FEDERAL WAY, WA 98023

PILEGGI ANTHONY J
601 E BURGESS RD # J5
PENSACOLA, FL 32504

HARGRAVE DAVID & MARY
601 E BURGESS RD # J9
PENSACOLA, FL 32504

WEATHERALL CYNTHIA
601 E BURGESS RD K12
PENSACOLA, FL 32504

WARWICK ANN M
601 E BURGESS RD K2
PENSACOLA, FL 32504

LAUDERDALE ROBERT III
601 E BURGESS RD # K5
PENSACOLA, FL 32504

CARPENTER MARSHALL O III
3140 SONYA ST
PACE, FL 32571-9553

DEVITO JOSEFINA
6011 BORN CT
PENSACOLA, FL 32504

BOGGS PATRICIA A
6015 BORN CT
PENSACOLA, FL 32504

KAHALLEY BARBARA J
601 E BURGESS RD # J-10
PENSACOLA, FL 32504

HARRIS RUSSELL W
601 E BURGERS RD # J3
PENSACOLA, FL 32504

LYONS CAROL F
3110 HYDE PARK PL
PENSACOLA, FL 32503

EVELETH WILLIAM L &
601 E BURGESS RD # K1
PENSACOLA, FL 32504-6371

WHITED GREGORY A &
35372 BLACKBERRY LN
SLIDELL, LA 70460

KNOCK EVAN &
1717 E STRONG ST
PENSACOLA, FL 32501-3459

MILLER DAVID E & TERESA F
1355-A BAKALANE CT
PENSACOLA, FL 32504

FORTUNATO MARGARET A
601 E BURGESS RD # K9
PENSACOLA, FL 32504

CARPENTIER SHAUN C
6045 HILBURN RD
PENSACOLA, FL 32504

ALFORD STEPHANIE LYNN 50% INT
5617 JONES ST
MILTON, FL 32570

STILLMAN STUART H &
1035 CORONADO DR
GULF BREEZE, FL 32563

HARRIS DAVID L INITIAL TRUSTEE &
1030 CAMBRIDGE DR
ONSTED, MI 49265

POPE TANYA L
601 E BURGESS RD # J8
PENSACOLA, FL 32503

WILSON NICHOLAS A
1469 WILKES AVE
BILOXI, MS 39530

POTTER JENNIFER F
503 PREAKNESS PLACE
SEFFNER, FL 33584

HENRY RENEE S
601 E BURGESS ROAD UNIT K4
PENSACOLA, FL 32504

KNOWLES PERRY & KIM
471 WESTGATE WAY UNIT 8
MARY ESTHER, FL 32569

TRAN VIET T &
601 SHILOH DR
PENSACOLA, FL 32503

ROMERO SHAUN
105 DARBY LANE
NEW IBERIA, LA 70560

TUGWELL WILTON E 33 1/3 INT
305 GREEN OAK RIDGE
MARIETTA, GA 30068

LEE ALICIA A
6041 HILBURN RD
PENSACOLA, FL 32514

FULL QUIVER INVESTMENTS LP
PO BOX 240613
BALLWIN, MO 63024

HALL HAROLD E
6047 HILBURN RD
PENSACOLA, FL 32504

TAN ANGKIM L
1941 CORAL ISLAND ROAD
PENSACOLA, FL 32506

PHAM DOMINIC V &
6053 HILBURN RD
PENSACOLA, FL 32504

JAMES MICKEY R
6057 HILBURN RD
PENSACOLA, FL 32504

SAMUEL WONDWOSSEN
6059 HILBURN RD
PENSACOLA, FL 32504

NESBITT MARCHE C
606 SHILOH DR
PENSACOLA, FL 32503

ELIMELECH MAOR
6400 LONG ST APT 31
PENSACOLA, FL 32504

DORE CHELSEA M
6063 HILBURN RD
PENSACOLA, FL 32504

PENNINGTON CYNTHIA A
5935 KEYSTONE RD
PENSACOLA, FL 32504

ANDERSON WADE M
1881 WINDHIP DR
CORDOVA, TN 38016

CASSIDY JOHN T LIFE EST
6069 HILBURN RD
PENSACOLA, FL 32504

FARMER MARISIA A GRAYSON
607 SHILOH DR
PENSACOLA, FL 32503

CURRY KEVIN S
6071 HILBURN RD
PENSACOLA, FL 32504

JENNETTE DIANE L
1235 CHISOLM TRL
PENSACOLA, FL 32514

KONRAD KERRY IRENE BAKER
117 ENGLAND PL
HENDERSONVILLE, TN 37075-3269

BOYER CHARLES L
6077 HILBURN RD
PENSACOLA, FL 32504

CARLISLE ROBERT J &
3318 HUNTINGTON CIR
NACOGDOCHES, TX 75965

JEFCOAT DEBBE K
6081 HILBURN RD
PENSACOLA, FL 32504

CARTER BRADFORD J &
2354 TALL OAK DR
CANTONMENT, FL 32533

SHAFFER JOHN M IV & TANYA L
2690 SEMORAN DR
PENSACOLA, FL 32503

SWAYNE LAURA ANNE
6087 HILBURN RD
PENSACOLA, FL 32504

WILLIS JOHN A
6309 VICKSBURG DR
PENSACOLA, FL 32503

JOLLY IRA JR & LELIA M
6091 HILBURN RD
PENSACOLA, FL 32504

WHITE PAMELA
6095 HILBURN RD
PENSACOLA, FL 32504

NEWTON EDINA O
6097 HILBURN RD
PENSACOLA, FL 32504

PHILLIPPE BUSINESS ENTERPRISES LLC
2874 GREYSTONE DRIVE
PACE, FL 32571

CONTINENTAL DEVELOPMENT CO
PO BOX 110
TUSCON, AZ 85702

LEE ANNE MARIE
6115 HILBURN RD
PENSACOLA, FL 32504-6218

LOUISIANA SOUTHERN TIMBER LANDS INC
5 WEEKEWACHEE CIR
DESTIN, FL 32541

M & R RIVER CORPORATION
3838 N PALAFOX ST
PENSACOLA, FL 32505

RHODES DANIEL R
6103 HILBURN RD
PENSACOLA, FL 32504

DAILY TIMOTHY & BETHANY A
6105 SARAH DR
PENSACOLA, FL 32503

ALLISON EDGAR L III
6108 VILLAGE OAKS DR
PENSACOLA, FL 32504

SHAFFER PATRICK & LINDA S
3072 WHISPERING CREST DR
HENDERSON, NV 89052

TAVARES MICHAEL C &
6119 HILBURN RD
PENSACOLA, FL 32504

BERRIOS LUIS M & BETTY
663 SMITHERS DR
REYNOLDSBURG, OH 43068

LUALLEN BRYAN W
619 SHILOH DR
PENSACOLA, FL 32503

DELARGE DAVID & ETHEL A
6201 SARAH DR
PENSACOLA, FL 32503

WJJ LLC
301 SCHUBERT DRIVE
PENSACOLA, FL 32504

PATE JERRY TURF &
301 SCHUBERT DR
PENSACOLA, FL 32504-6958

POTTS CHARLES E & DONNA F
6104 SARAH DR
PENSACOLA, FL 32503

DUERKSEN JAMES F & DRUANNE
6107 HILBURN RD
PENSACOLA, FL 32504

PORTER VON
6109 HILBURN RD
PENSACOLA, FL 32504

BRISTER BRANDON D
6113 HILBURN RD
PENSACOLA, FL 32504

PEREIRA DAMIANDRO C & CHERISH D
612 SHILOH DR
PENSACOLA, FL 32503

TREDWAY MONTE R
6150 VILLAGE OAKS DR
PENSACOLA, FL 32504

MCCORVEY EDWARD A & ANNIE E
6200 SARAH DR
PENSACOLA, FL 32503

HAYES KYLE G
6201 VICKSBURG DR
PENSACOLA, FL 32503

RCG PENSACOLA LLC
PO BOX 53483
ATLANTA, GA 30355

SEPE ROBERT J & KIMBERLEY L
6102 SARAH DR
PENSACOLA, FL 32503

JERRALDS JEROME N &
6105 HILBURN RD
PENSACOLA, FL 32504

CAPSTONE ADAPTIVE LEARNING AND THERAPY CENTERS INC
2912 NORTH E ST
PENSACOLA, FL 32501

PAREKH PRADEEP M
754 BOULDER CREEK DR
PENSACOLA, FL 32514

WORLOW WESLEY W
6637 AEGEAN DR
MILTON, FL 32583

PHAM THANH VAN &
6121 HILBURN RD
PENSACOLA, FL 32504

NORRIS NORWOOD & CELESTE
3852 LAKE LYNN DR
GRETNA, LA 70056

PRESLEY LOLA R
6200 VICKSBURG DR
PENSACOLA, FL 32503

DEBELLEVUE BILLIE
1711 N 19TH AVE
PENSACOLA, FL 32503

MOBLEY DOYLE C LIFE EST
6202 SARAH DR
PENSACOLA, FL 32503

WEEKS DONALD W &
6202 VICKSBURG DR
PENSACOLA, FL 32503

CRUZ MIRIAM E
6203 CONFEDERATE DR
PENSACOLA, FL 32503

WU CHUNTA
6203 SARAH DR
PENSACOLA, FL 32503

MEADOR HARRY K
6203 VICKSBURG DR
PENSACOLA, FL 32503

ROVIRA ANDRES U &
6204 CONFEDERATE DR
PENSACOLA, FL 32503

ROSEMORE ANTHONY A & SANDY L
6204 VICKSBURG DR
PENSACOLA, FL 32503

BROWN DAVID M
6205 VICKSBURG DR
PENSACOLA, FL 32503

RENFRO DUSTIN
6206 CONFEDERATE DR
PENSACOLA, FL 32503

WISE GARY M &
5745 MIFFLIN RD
PENSACOLA, FL 32526

BRYANT ARCHIE L & ERBIE C
6206 VICKSBURG DR
PENSACOLA, FL 32503

BOCCHINO MARY ELLEN
6207 CONFEDERATE DR
PENSACOLA, FL 32503

HENDERSON CURTIS J & BRENDYL J
PO BOX 10326
PENSACOLA, FL 32524

MORRIS FRIEDA J LIFE EST
6207 VICKSBURG DR
PENSACOLA, FL 32503

COOPER JOSEPH D & MARIA C
6208 CONFEDERATE DR
PENSACOLA, FL 32503

CUPP MARJORIE D
6208 SARAH DR
PENSACOLA, FL 32503

JAMES DRUCILLA HENDERSON
6209 CONFEDERATE DR
PENSACOLA, FL 32503

CUNNINGHAM ANDREW J &
6209 SARAH DR
PENSACOLA, FL 32503

PORTER HENRY O III &
6209 VICKSBURG DR
PENSACOLA, FL 32503

GREEN MARY P
6210 SARAH DR
PENSACOLA, FL 32503

FEIGENBAUM EDWARD H LIFE EST &
6211 SARAH DR
PENSACOLA, FL 32503

JOHNSON FRED D & MICHELLE
6212 CONFEDERATE DR
PENSACOLA, FL 32503

DIGANGI JOSEPH A &
6213 CONFEDERATE DR
PENSACOLA, FL 32503

ROBBINS WAYNE A & LINDA SUE
6213 SARAH DR
PENSACOLA, FL 32503

WHALEN MARJORIE A LIFE EST
6213 VICKSBURG DR
PENSACOLA, FL 32503

WOODS FREDDIE L & WANDA
6214 VICKSBURG DR
PENSACOLA, FL 32503

STANLEY ANNE W LIFE EST &
6215 CONFEDERATE DR
PENSACOLA, FL 32503

ALBERDA MARK D &
6215 SARAH DR
PENSACOLA, FL 32503

PELLET DAVID & GWENDOLYN D
6215 VICKSBURG DR
PENSACOLA, FL 32503

DIXON TERRY G & JENNIFER S
6216 VICKSBURG DR
PENSACOLA, FL 32503

HARRIS JERNIGAN JR
6217 SARAH DR
PENSACOLA, FL 32503

TAGHON JANICE DIANE MILLER
6217 VICKSBURG DR
PENSACOLA, FL 32503

BOSSA THOMAS J & PATRICIA J
6218 VICKSBURG DR
PENSACOLA, FL 32503

GRUBBS RAYMOND D &
6219 VICKSBURG DR
PENSACOLA, FL 32514

FITZPATRICK THOMAS J
3728 DUNSTAN CT
MOBILE, AL 36608

PETTIGREW ANTOINETTE
6220 CONFEDERATE DR
PENSACOLA, FL 32503

FARLOW F M &
6220 VICKSBURG DR
PENSACOLA, FL 32503

LEIGH ELSIE E LIFE EST
6222 VICKSBURG DR
PENSACOLA, FL 32503

BARRON CATHERINE V
6224 VICKSBURG DR
PENSACOLA, FL 32503

WRIGHT CHARLES V TRUSTEE FOR
4904 RANDEE CIR
PENSACOLA, FL 32506

GRIMES MARY ANN LIFE EST &
6226 CONFEDERATE DRIVE
PENSACOLA, FL 32503

BLACK BERT T & HELEN S
6226 VICKSBURG DR
PENSACOLA, FL 32503

GREENE LAWANDA L
6227 VICKSBURG DR
PENSACOLA, FL 32503

KRUMBEIN JENNIFER LYNN
913 N 8TH AVE
PENSACOLA, FL 32501

BROWN CHRISTOPHER J &
6229 VICKSBURG DR
PENSACOLA, FL 32503

GREENE JAMES W & CATHERINE E
6230 VICKSBURG DR
PENSACOLA, FL 32503

ASARISI SALVATORE & SARAH N
6231 VICKSBURG DR
PENSACOLA, FL 32503

CORBIN MARY JUDSON
6232 VICKSBURG DR
PENSACOLA, FL 32503

MORRISON THOMAS F & ETSUKO
3379 HOLT CIR
PENSACOLA, FL 32526

RITTENHOUSE DIANA A
6234 APPOMATTOX DR
PENSACOLA, FL 32503

CROSBY JIMMIE S
6235 CONFEDERATE DR
PENSACOLA, FL 32503

STOW MARY H TRUSTEE
6237 APPOMATTOX DR
PENSACOLA, FL 32503

ARMSTRONG BARBARA S
624 SHILOH DR
PENSACOLA, FL 32503

KIDDER THOMAS M & CYNTHIA K
6242 APPOMATTOX DR
PENSACOLA, FL 32503

GRAY MICHAEL A & JEAN A
6244 CONFEDERATE DR
PENSACOLA, FL 32503

BENNETT DAVID L
6247 CONFEDERATE DR
PENSACOLA, FL 32503

KOVELESKI GARY
625 SHILOH DR
PENSACOLA, FL 32503

HENDERSON ERIC F & TRACI E
6252 CONFEDERATE DR
PENSACOLA, FL 32503

WENDLETON DAN S &
6253 APPOMATTOX DR
PENSACOLA, FL 32503

HAIGLER SIBYL YVONNE
6257 CONFEDERATE DR
PENSACOLA, FL 32503

KNIGHT JACQUELINE R
6266 APPOMATTOX DR
PENSACOLA, FL 32503

DINGLE JEFFREY A LIFE EST
6268 APPOMATTOX DR
PENSACOLA, FL 32503

MCMILLAN GWENDOLYN
6270 APPOMATTOX DR
PENSACOLA, FL 32503

CAMPBELL JAMES L
6270 CONFEDERATE DR
PENSACOLA, FL 32503

TREDWAY MONTE R SR & MIMIVA H
6273 APPOMATTOX DR
PENSACOLA, FL 32503

ARANT SHANNON B
6283 CONFEDERATE DR
PENSACOLA, FL 32503

HATCHER JAMES C
6284 CONFEDERATE DR
PENSACOLA, FL 32503

SIMMONS DAVID E & JESSIE A
6293 APPOMATTOX DR
PENSACOLA, FL 32503

BAILEY DONALD S 1/2 INT &
2251 BANQUOS TRL
PENSACOLA, FL 32503

PERKO MICHAEL R &
630 SHILOH DR
PENSACOLA, FL 32503

MILLER BRUCE L TRUSTEE
5935 REYNOSA DR
PENSACOLA, FL 32504

GAIDOSH STEPHEN
6396 APPOMATTOX DR
PENSACOLA, FL 32503

SOLOMON MARY E 4/120 INT &
7810 CASTLEGATE DR
PENSACOLA, FL 32534

CANO JOSIAS &
6305 PARAKEET TRL
PENSACOLA, FL 32503

TIDWELL ROBERT T & JULIE
2481 UPPER BIG SPRINGS RD
LAGRANGE, GA 30241

TOZOUR ALVERNA M
6308 VICKSBURG DR
PENSACOLA, FL 32503

BRENNAN BENJAMIN M
6309 PARAKEET TRL
PENSACOLA, FL 32503

LEDOUX MICHAEL
631 SHILOH DR
PENSACOLA, FL 32503

GRISSETT BOBBY G & TINA L
6311 VICKSBURG DR
PENSACOLA, FL 32503

OWENS KATHLEEN A
6312 CONFEDERATE DR
PENSACOLA, FL 32503

LOWERY MARY A
6315 APPOMATTOX DR
PENSACOLA, FL 32503

DAILEY WILLIAM
6317 CONFEDERATE DR
PENSACOLA, FL 32503

ARNOLD TONETTE D
6327 MOCKINGBIRD LN
PENSACOLA, FL 32503

FRYE EDWARD E SR & LILLIE M
6328 CONFEDERATE DR
PENSACOLA, FL 32503

TON LAP
1000 NORTHGATE RD
BOSSIER CITY, LA 71112

SEDAKER WILLIE C LIFE EST &
9995 SHANGRI-LA WEST
MILTON, FL 32583

MONTEITH OLEDA MAE
6342 CONFEDERATE DR
PENSACOLA, FL 32503

NOWLING JOSEPH E & VIRGINIA A
6346 APPOMATTOX DR
PENSACOLA, FL 32503

WOLFE PHILIP K
6816 OLD BAGDAD HWY
MILTON, FL 32583

MCGRAW RONALD & BEVERLY R
6355 CONFEDERATE DR
PENSACOLA, FL 32503

PARKER ROBERT C JR 1/6 INT &
5650 CAMBRIDGE WAY #7
CULVER CITY, CA 90230

ENNIS JAMES W
3621 WHISPERWOOD CIRCLE
MELBOURNE, FL 32901

WHEELER LORIANN N &
2243 CLIMBING IVY DR
TAMPA, FL 33618

KEGERREIS RIAN P
6363 APPOMATTOX DR
PENSACOLA, FL 32503

HEALY BETTY JO LIFE ESTATE
6366 APPOMATTOX DR
PENSACOLA, FL 32503

GUTENMANN RICHARD K
6368 APPOMATTOX DR
PENSACOLA, FL 32503

BOCK GEORGE N III &
6370 CONFEDERATE DR
PENSACOLA, FL 32503

ROBINSON MARY LEE
6373 CONFEDERATE DR
PENSACOLA, FL 32503

BAKER JOHN J &
6374 APPOMATTOX DR
PENSACOLA, FL 32503

GORDON CHARLES L & GRETA V
6375 CONFEDERATE DR
PENSACOLA, FL 32503

HINDERER HELMUTH E
6377 APPOMATTOX DR
PENSACOLA, FL 32503

BOYD JUDI C
6377 CONFEDERATE DR
PENSACOLA, FL 32503

NELSON RUTHVEN P JR
8005 TWIN OAKS DR
MCKINNEY, TX 75070

DANNELLEY HOWARD D & LINDA D
6390 APPOMATTOX DR
PENSACOLA, FL 32503

NICHOLS CHARLIE & JOYCE C
6390 MANASSAS CT
PENSACOLA, FL 32503

GAIDOSH STEPHEN &
6396 APPOMATTOX DR
PENSACOLA, FL 32503

SOUZA RICHARD F
6396 MANASSAS CT
PENSACOLA, FL 32503

FEESER DON C
60 BAYBRIDGE DR
GULF BREEZE, FL 32561

HOWELL BRANDON W &
6400 ANTIETAM DR
PENSACOLA, FL 32503

ALMANASRAH IBTISAM
6406 ANTIETAM DR
PENSACOLA, FL 32503

VISSER ALAN
6410 APPOMATTOX DR
PENSACOLA, FL 32503

BYRD ROBERT R & NICOLE D
6412 MONITOR CT
PENSACOLA, FL 32503

COWAN TERESA M
6414 WHITE OAK DR
PENSACOLA, FL 32503

ROBINSON ANDREW J &
642 SHILOH DR
PENSACOLA, FL 32503

SMITH PATRICIA A
6421 ANTIETAM DR
PENSACOLA, FL 32505

PRICE MICKEY & DEBRA
6424 MONITOR CT
PENSACOLA, FL 32504

WRIGHT ROBERT &
6430 MONITOR CT
PENSACOLA, FL 32503

LINDSEY DAVID L JR & CINDY L
6441 ANTIETAM DR
PENSACOLA, FL 32503

ALMANASRAH AHMAD &
6442 ANTIETAM DR
PENSACOLA, FL 32503

STURGIS BETTY A
6448 MERRIMAC CT
PENSACOLA, FL 32503

HARLEY SARAH E
6454 MERRIMAC CT
PENSACOLA, FL 32503

LANE BENJAMIN C &
6460 MERRIMAC CT
PENSACOLA, FL 32503

CROSBY JIM L
6461 ANTIETAM DR
PENSACOLA, FL 32503

BRASSOW ROBERT W & RUTH A
6466 MERRIMAC CT
PENSACOLA, FL 32503

WILLETTE TERRY W SR & DEBORAH F
6472 ANTIETAM DR
PENSACOLA, FL 32503

GENTILE LEONARD J
6478 ANTIETAM DR
PENSACOLA, FL 32503

SANTINI MARCOS R
648 SHILOH DR
PENSACOLA, FL 32503-7767

CROSBY JIMMY L
6461 ANTIETAM DR
PENSACOLA, FL 32503

NCUBE MATOTENG M & CATHY C
6484 BULL RUN CT
PENSACOLA, FL 32503

CONTRERAS DANILO A & LOURDES D
649 SHILOH DR
PENSACOLA, FL 32503

MULLINS STANFORD &
6490 BULL RUN CT
PENSACOLA, FL 32503

FAIRBANKS BRAD I & NANCY A
6496 BULL RUN CT
PENSACOLA, FL 32503

JONES JUDITH LORRAINE
6498 BULL RUN CT
PENSACOLA, FL 32503

YATES STEPHEN W & SHERRY D
6500 ANTIETAM DR
PENSACOLA, FL 32503

RUIZ JUSTO T & LOURDES M
6510 ANTIETAM DR
PENSACOLA, FL 32503

DAO TRANG NGUYEN
1013 BLACK WALNUT TRL
PENSACOLA, FL 32514

LATTIMER EVA LIFE EST &
6518 WHITE OAK DR
PENSACOLA, FL 32503

RANDERSON MILDRED M
6521 ANTIETAM DR
PENSACOLA, FL 32503

NANKEY DEAN &
486 OLD 80 RD
MUSCODA, WI 53573

BARROW LESTER & WANDA
6523 WHITE OAK DR
PENSACOLA, FL 32503

BONELLI SALVATORE A & PRISCILLA H
6532 WHITE OAK DR
PENSACOLA, FL 32503

LANGHAM JIMMIE D &
6533 WHITE OAK DR
PENSACOLA, FL 32503

BARNES JAMES M &
6534 WHITE OAK DR
PENSACOLA, FL 32514

WILLIAMS JUSTIN T
6536 WHITE OAK DR
PENSACOLA, FL 32503

WILLIAMS GEORGE E &
6537 WHITE OAK DR
PENSACOLA, FL 32503

CARDONA RAUL
654 SHILOH DR
PENSACOLA, FL 32503

CROSBY JAMES A LIFE EST &
6541 ANTIETAM DR
PENSACOLA, FL 32503

SAMSHAL SCOTT W & LUCINDA H
6561 ANTIETAM DR
PENSACOLA, FL 32503

VILLAR REYES GABRIEL &
6571 ANTIETAM DR
PENSACOLA, FL 32503

TIPPINS BEVERLY A
6581 ANTIETAM DR
PENSACOLA, FL 32503

ECHAGARRUGA ALICIA
660 SHILOH DR
PENSACOLA, FL 32503

DIMICK MICHAEL E & MARIA C
6603 WHITE OAK DR
PENSACOLA, FL 32503

LACEY BRENT W
668 SHILOH DR
PENSACOLA, FL 32503

MCMULLEN JAMES A & CAROLYN E
6700 WHITE OAK DR
PENSACOLA, FL 32503-7572

CORNERSTONE MORTGAGE SOLUTIONS LLC
6702 PLANTATION RD STE C
PENSACOLA, FL 32504-6200

GUERNSEY & ASSOCIATES INC
6704 PLANTATION RD STE A
PENSACOLA, FL 32504-6253

MOORE ARTHUR JR
6705 WHITE OAK DR
PENSACOLA, FL 32503

PLNTRD LLC
14 MARILYN CT
PARK CITY, UT 84060

SIMPSON DAVID A &
3159 BELLE CHRISTIANE PL
PENSACOLA, FL 32503

CHAPPELL BARRY K & RUTH ANN
6808 WHITE OAK DR
PENSACOLA, FL 32503

BROWN JAMES C & CONCEPCION C
6600 WHITE OAK DR
PENSACOLA, FL 32503

LEWIS HENRY F & BARBARA P
6610 WHITE OAK DR
PENSACOLA, FL 32503

LANDRUM FAMILY PARTNERSHIP LTD
6723 PLANTATION RD
PENSACOLA, FL 32504

KEIEK PETER & ANN
7217 TWIN LAKES LN
PENSACOLA, FL 32504

WEATHERLY GREGORY D II
6702 WHITE OAK DR
PENSACOLA, FL 32503

NFF WEST LLC
6704 A PLANTATION RD
PENSACOLA, FL 32504

OGBURN RICHARD H & CHERA B
PO BOX 174
POINT CLEAR, AL 36564

SECURITY ENGINEERING OF PENSACOLA INCORPORATED
6708 PLANTATION RD
PENSACOLA, FL 32504

MOSTERT GERALD H &
679 SHILOH DR
PENSACOLA, FL 32503

CARLSON FRED & CORINNE
6809 WHITE OAK DR
PENSACOLA, FL 32503

BRE DDR BR TRADEWINDS FL LLC
3300 ENTERPRISE PARKWAY
BEACHWOOD, OH 44122

PENDLEY JOHN D & KATHY J
667 SHILOH DR
PENSACOLA, FL 32503

PLANTATION ROAD TOWNOFFICE
PO BOX 11543
PENSACOLA, FL 32524

MAYE KAY BECK
3715 HIDDEN OAK DR
PENSACOLA, FL 32514

JONES VIVIAN C
6703 WHITE OAK DR
PENSACOLA, FL 32503

LITTLE RICHARD M
6704 WHITE OAK DR
PENSACOLA, FL 32503

MARKS AMIE BOYD TRUSTEE
PO BOX 682
SHELBYVILLE, TN 37162

LOGAN DAMION N
673 SHILOH DR
PENSACOLA, FL 32503

OSBOURNE PAULETTE M
6807 WHITE OAK DR
PENSACOLA, FL 32504

SMITH ROGER &
6810 WHITE OAK DR
PENSACOLA, FL 32503

HADLEY SEAN
6811 WHITE OAK DR
PENSACOLA, FL 32503

WHITE PAUL A LIFE EST
6812 WHITE OAK DR
PENSACOLA, FL 32503

MCDONALD DAVID M & BONITA S
6813 WHITE OAK DR
PENSACOLA, FL 32503

JOHNSON BENNIE R & HAZEL F
6814 WHITE OAK DR
PENSACOLA, FL 32503

LEFMANN GERALD L &
685 SHILOH DR
PENSACOLA, FL 32503

ATKINSON THOMAS E &
691 SHILOH DR
PENSACOLA, FL 32503

ROBINSON STEPHEN L
697 SHILOH DR
PENSACOLA, FL 32503

PS FLORIDA ONE INC
701 WESTERN AVENUE PS# 25852
GLENDALE, CA 91201-2397

CROFT DUSTIN P &
703 SHILOH DR
PENSACOLA, FL 32503

WILSON MAHLON
7077 KELVIN TER
PENSACOLA, FL 32503

GATES TAMARA L
7081 KELVIN TERR
PENSACOLA, FL 32503

KLUGH GEORGE E & BETTY JO
7085 KELVIN TERR
PENSACOLA, FL 32503

BRASWELL JERRY &
709 SHILOH DR
PENSACOLA, FL 32503

STARK LINDA J
7091 KELVIN TERRACE
PENSACOLA, FL 32503

HAIRE CARL G
710 SHILOH DR
PENSACOLA, FL 32503

MILSOFT UTILITY SOLUTIONS INC
PO BOX 5726
ABILENE, TX 79608

STONEGATE OFFICE OWNERS ASSOC INC
PO BOX 12507
PENSACOLA, FL 32591

GARG NEELAM R
3041 LIANA LN
PENSACOLA, FL 32505

BRENDA BISCHOFF REVOCABLE LIVING TRUST
511 S 2ND ST
PENSACOLA, FL 32507

BEACH COMMUNITY BANK
17 SE EGLIN PKWY
FORT WALTON BEACH, FL 32548

LERMAN MARTIN I TRUSTEE OF
574 CAMPHOR WAY
LEXINGTON, KY 40509

CARLSON JAMES D & PATRICIA A
7100 PLANTATION RD, BLDG 21
PENSACOLA, FL 32504

DUONG TUAN &
3344 TWO SISTERS WAY
PENSACOLA, FL 32505

D & P INVESTMENT PROPERTIES LLC
6771 N PALAFOX ST
PENSACOLA, FL 32503

BOCKWITH HOLDINGS INC
7100 PLANTATION ROAD SUITE 4
PENSACOLA, FL 32504

KOPKO ROBERT & ELENA A
1727 TURKEY OAK DR
NAVARRE, FL 32566

BLACKMON KEVIN R
4920 RUGBY CT
PENSACOLA, FL 32504

PATE NINA J &
PO BOX 2977
MONROE, LA 71207

WILSON CARY
7150 PLANTATION RD APT 412
PENSACOLA, FL 32504-6204

PREBLE DAVID A
7150 PLANTATION RD # 414
PENSACOLA, FL 32504

KALAMA WAYNE & JOANN
520 HIDDEN VALLEY DR
AZUSA, CA 91702-1452

BOLAND BRUCE E
260 HATHAWAY DR
KEWAUNEE, WI 54216

OLMSTEAD KIPPEN J &
1390 FORT PICKENS RD UNIT 248
PENSACOLA BEACH, FL 32561

LYNCH WILLIAM G
7150 PLANTATION RD # 113
PENSACOLA, FL 32504

LEATH JAMES E
5927 PRINCE RD
PENSACOLA, FL 32503

ARTS ALECIA JANE E
7150 PLANTATION RD UNIT 126
PENSACOLA, FL 32504

HUGHES JONATHAN R
7150 PLANTATION RD UNIT 212
PENSACOLA, FL 32504

LAMB DONALD D &
7150 PLANTATION RD # 221
PENSACOLA, FL 32504

RODRIGUEZ JOVIAN &
3102 TURNERS MEADOW RD
PENSACOLA, FL 32514

SQUIREK DON & LORI J
68 MIDWAY RD NW
MARIETTA, GA 30064

DEIDRICK MAUREEN
7150 PLANTATION RD # 422
PENSACOLA, FL 32504

MURPHY SUZANNE S PENDERGRASS
7150 PLANTATION PL # 426
PENSACOLA, FL 32504

SQUIREK DONALD
68 MIDWAY RD NW
MARIETTA, GA 30064

BOLES KALA R
5881 PROVIDENCE LOOP
PENSACOLA, FL 32526

SHIPMAN LORI LLC
381 MIRABELLE DR
PENSACOLA, FL 32514

TUCKER JESSICA DIANA
7150 PLANTATION RD #128
PENSACOLA, FL 32504

MCLAUGHLIN ROBERT W JR &
7150 PLANTATION PLACE # 213
PENSACOLA, FL 32504

CAMPBELL ELENA B
6125 ENCLAVE DR
PENSACOLA, FL 32504

PRICE GENA S
7150 PLANTATION RD #225
PENSACOLA, FL 32504

LEWIS JOE COMPANY INVESTMENTS
1209 MANHATTAN AVE SUITE 19
MANHATTAN BEACH, CA 90266

NOLTE RONALD E
1 BALMORAL DR
NICEVILLE, FL 32578

ROY SHAWN K
7150 PLANTATION RD APT 427
PENSACOLA, FL 32504

STEVISON JAMES C
7150 PLANTATION RD APT 112
PENSACOLA, FL 32504

HOBSON WOODROW JR & PATSY
PO BOX 20815
TUSCALOOSA, AL 35402

KRISMAN PAIGE
7150 PLANTATION RD UNIT 125
PENSACOLA, FL 32504

SMITH SEAN
1102 E JORDAN ST
PENSACOLA, FL 32503

BOWEN DONALD G
7150 PLANTATION RD #214
PENSACOLA, FL 32504

HUGGINS BRENDA A
13 MEADOW VIEW DR
JASPER, AL 35501

DORSEY THOMAS D
1433 PLAYERS CLUB CIR
GULF BREEZE, FL 32561-3533

RODRIGUEZ AMANDA
2705 HILLCREST AVE
PENSACOLA, FL 32526

GREEN BRYANT
4722 HWY 76
COTTONTOWN, TN 37048

ALLAIRE PARRIS P
7150 PLANTATION RD # 321
PENSACOLA, FL 32504

BURTT MICHAEL S
656 W GARDEN ST
PENSACOLA, FL 32502

FORSTER DENNIS A &
2319 MALYSA PL
PENSACOLA, FL 32504

UNIVERSITY TOWN PLAZA LLC
180 E BROAD ST
COLUMBUS, OH 43215

SEDLACEK RONALD S & MARCIA A
7229 TWIN LAKES LN
PENSACOLA, FL 32504

AUDLEMAN WILDA S
7204 TWIN LAKES LN
PENSACOLA, FL 32504

SCHAILL ANDREA M
7209 TWIN LAKES LN
PENSACOLA, FL 32504

HAZEWINKEL EZEKIEL
104 E LAFAYETTE ST
MARION, AL 36756

LISS KENNETH R &
7220 TWIN LAKES LN
PENSACOLA, FL 32504

US BANK NATIONAL ASSOCIATION
4801 FREDERICA WEST B
OWENSBORO, KY 42301

ARGONAUT PROPERTIES LLC
6304 SUMMER CIR
PENSACOLA, FL 32504

KELLY JON
9494 HUMBLE WESTFIELD RD APT 2632
HUMBLE, TX 77338

MIDLAND IRA BENEFIT FOR
135 S LASALLE ST STE 4000
CHICAGO, IL 60603

SERITAGE SRC FINANCE LLC
3333 BEVERLY ROAD
HOFFMAN ESTATES, IL 60179

L D C INC
PO BOX 12204
PENSACOLA, FL 32591

THOMAS-COCHRAN ANGELA M
7205 TWIN LAKES LN
PENSACOLA, FL 32504

YU MARC
721 SHILOH DR
PENSACOLA, FL 32503

JERNIGAN KENNETH E & CAROLE D
722 SHILOH DR
PENSACOLA, FL 32503

CROWN CASTLE GT COMPANY LLC
4017 WASHINGTON RD PMB 353
MCMURRAY, PA 15317

ANDERSON JOSEPH
7150 PLANTATION RD # 314
PENSACOLA, FL 32504

FERSON WILLIAM R & ANN
3213 INDIAN TRL
FLOWER MOUND, TX 75022

FIRTH BRANDI R HALTOM
8233 E GRANADA RD
SCOTTSDALE, AZ 85257

TRAN TUNG VAN &
716 SHILOH DR
PENSACOLA, FL 32503

ROBINS RIDGE DEVELOPMENT LLC
120 E MAIN ST SUITE A
PENSACOLA, FL 32502

KAESTLE DANIEL W III
7200 TWIN LAKES LN
PENSACOLA, FL 32504

METIVIER JAMES R & BARBARA E
7208 TWIN LAKES LN
PENSACOLA, FL 32504

PENNEBAKER DAVID K & NAN T
7212 TWIN LAKES LN
PENSACOLA, FL 32504

7220 PLANTATION RD LLC
7220 PLANTATION RD
PENSACOLA, FL 32504

GARCIA ROBERT
7224 TWIN LAKES LN
PENSACOLA, FL 32504

OM HANUMAN HOSPITALITY INC
7226 PLANTATION RD
PENSACOLA, FL 32504

GOEHRING MICHAEL A &
7235 TWIN LAKES LN
PENSACOLA, FL 32504

MCNAIR ANDREW
2650 PLEASANT VALLEY DR
CANTONMENT, FL 32533

HOPKINS ELBERT W JR &
4324 CALM TER
PENSACOLA, FL 32503

PUTMAN TERRY A
7250 HILBURN RD # 2-A
PENSACOLA, FL 32504

BAERRESEN JON H
5501 SUNKIST CIR
MILTON, FL 32571

WALDROUP JAMES M & THELMA J
521 WILLIAMS DITCH RD
CANTONMENT, FL 32533-8260

AWW PENN LLC
45 BROADWAY STE 3010
NEW YORK, NY 10006

LOTHER DEREK J & STACY E
720 FARMINGTON RD
PENSACOLA, FL 32504

LEMON RAYMOND C
4369 PRIVATE POINTE DR
PENSACOLA, FL 32503

BAISDEN RICHARD L
7228 TWIN LAKES LN
PENSACOLA, FL 32504

HANSEN STEVE
7240 HILBURN RD A
PENSACOLA, FL 32504

PHAM MAI TUY
10706 CROSSCUT DR
PENSACOLA, FL 32506

BATTEN THOMAS D &
7240 TWIN LAKES LN
PENSACOLA, FL 32504

SAWYER CHRISTOPHER
7250 HILBURN RD UNIT 2B
PENSACOLA, FL 32504

JAMES KENNETH A & CHERYL M
391 KAPOK CT
LONGWOOD, FL 32779

WILLIAMS CLAUDE L & ESTHER J
727 SHILOH DR
PENSACOLA, FL 32503

BUSH DEWEY M & DORIS
7304 HILBURN RD
PENSACOLA, FL 32504

ZAYAS AGRIPINO & MARIA E
2215 VENETIAN WAY
OWENSBORO, KY 42301-4228

BOLEY WILLIE MAE
1017 JORDAN LOOP
OKEECHOBEE, FL 34974

HICKS FRANK J & PAMELA J
7232 TWIN LAKES LN
PENSACOLA, FL 32504

SMITH PHILLIP Z &
7240B HILBURN RD
PENSACOLA, FL 32504

BLUE SKY PROPERTIES OF PENSACOLA LLC
4261 N GOLDEN RIDGE LN
TUCSON, AZ 85718

LOPEZ ALFRED &
PO BOX 31254
CLARKSVILLE, TN 37040-0021

SEABROOK HALEY MINIA
7250 HILBURN RD # 2C
PENSACOLA, FL 32504

WALDROUP JAMES M II & PATRICIA L
511 WILLIAMS DITCH RD
CANTONMENT, FL 32533

MONDELLO STEPHANIE A &
7300 HILBURN RD
PENSACOLA, FL 32504

FENIK LUKASZ &
90 SW 3RD ST APT 2509
MIAMI, FL 33130

BORN COURT OWNERS ASSO INC
6910 WEATHERWOOD DR
PENSACOLA, FL 32506

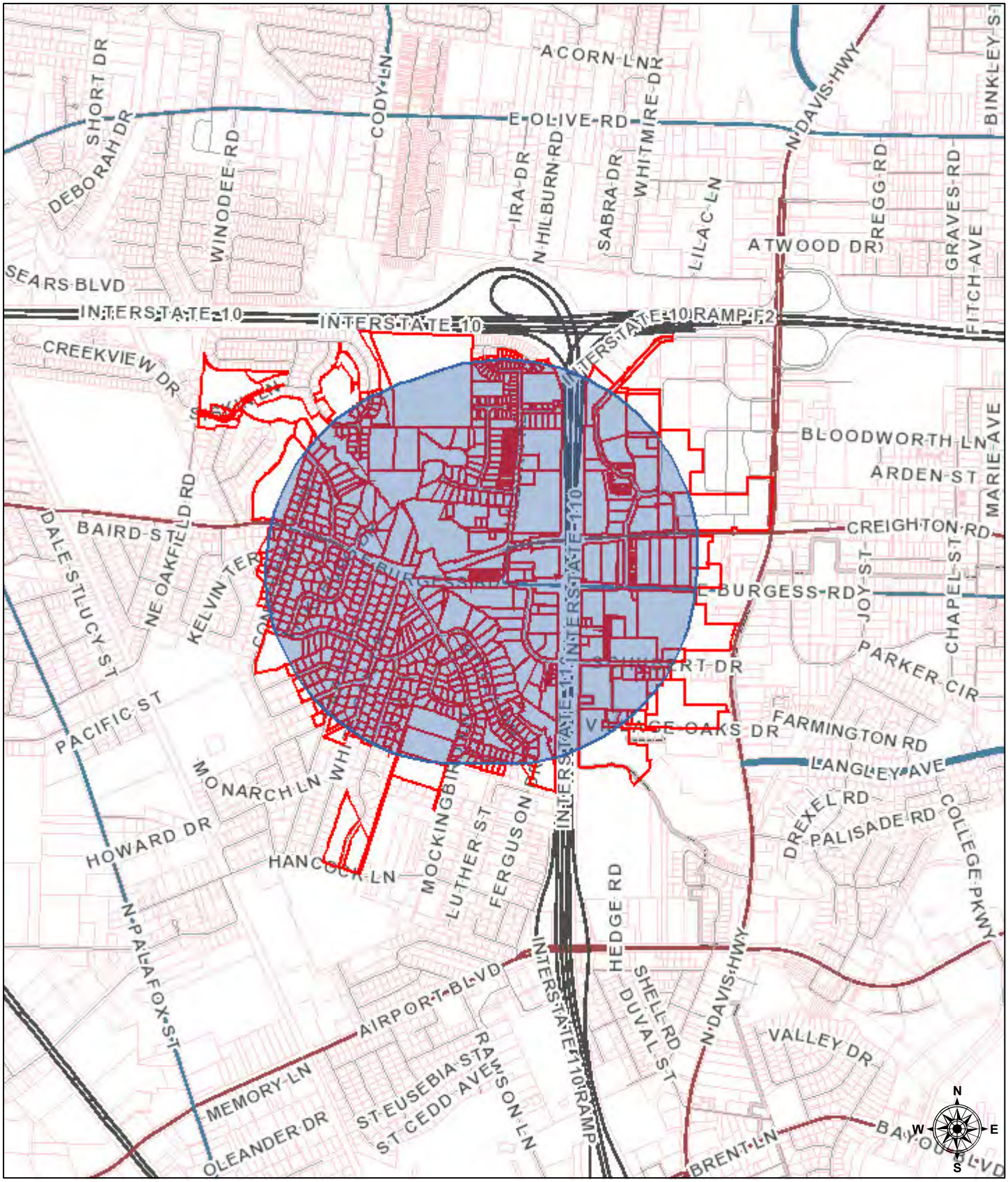
COOK BROWN ENTERPRISES INC
PO BOX 6006
PENSACOLA, FL 32503

JERNIGAN LEONARD CONTRACTORS INC

8680 SCENIC HWY # 18

PENSACOLA, FL 32514

Mailing List Map



November 8, 2016

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

polygonLayer

Override 1

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-6-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Buddy Page

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Google Maps



Imagery ©2016 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2016 Google 500 ft

Measure distance

Total distance: 1,336.09 ft (407.24 m)

Applicants Exhibit 1

GMR: 05-25-17 Rezoning Z-2016-13 Attachment

COUNTY: 48 ESCAMBIA

SITE	SITE TYPE	DESCRIPTION	DIRECTION 1		DIRECTION 2		AADT TWO-WAY	"K" FCTR	"D" FCTR	"T" FCTR
5164		SR 296(BRENT LN) - 150 FT W OF SR 291(DAVIS HWY)	E	17500	W	17000	34500 C	9.0	55.5F	2.1F
5166		SR 295(FAIRFIELD DR) - 600' W OF SR 95(US29) PAL	N	14000	S	15500	29500 C	9.0	55.5F	4.7F
5169		SR 30 (US98B) GARDEN ST - 550' W OF "E" ST	E	7600	W	7100	14700 C	9.0	55.5F	3.2F
5171		SR 30(US98B)GARDEN ST - 275' W OF DE VILLIERS ST	E	13000	W	10500	23500 C	9.0	55.5F	3.3A
5173		SR 30(US98B)GARDEN ST - 225' W OF BAYLEN ST	E	12500	W	10500	23000 C	9.0	55.5F	3.2F
5177		SR 30(US98B) ALCANIZ ST - 125' S OF W D CHILDERS	E	6400	W	4200	10600 C	9.0	55.5F	3.2F
5178		SR 30(US98) 950' W OF SR 295(NAVY BLVD)	E	13500	W	13500	27000 C	9.0	55.5F	4.3F
5180		SR289(US98B) 9TH AVE - 250' S OF SR10A(US90) CER	N	8400	S	7500	15900 C	9.0	55.5F	1.9F
5181		SR 742 (BURGESS RD) - 225' W OF SR 291 (DAVIS HW	E	2300	W	1600	3900 C	9.0	55.5F	2.5A
5182		SR 742(BURGESS RD) 400' E OF C95A(OLD PALAFOX)	E	4700	W	4800	9500 C	9.0	55.5F	2.7A
5184		SR 742 (BURGESS RD) - 400' W OF C95A(OLD PALAFOX	E	3400	W	3900	7300 C	9.0	55.5F	4.5A
5185		"E" ST - 550' N OF US 90/SR 10A (CERVANTES ST)	N	0	S	0	7300 C	9.0	55.5F	6.0F
5186		12TH AVE - 150' NE OF SR 296 (BAYOU BLVD)	E	13000	W	12500	25500 C	9.0	55.5F	6.0F
5187		12TH AVE - 325' SW OF SR 296(BAYOU BLVD)	E	9600	W	10500	20100 C	9.0	55.5F	2.1A
5190		LEONARD ST - 250' W OF BAYLEN ST	E	1500	W	1400	2900 C	9.0	55.5F	6.0F
5191		CROSS ST - 200' E OF SR 95 (US 29) PALAFOX ST	E	1400	W	1400	2800 C	9.0	55.5F	6.0F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED
"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011
AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; X= UNKNOWN
"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2016-13

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln. *City, State, Zip: Pace, FL

Email Address: bdpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: TONI PETTIGREW

*Address: 6220 CONFEDERATE DR *City, State, Zip: PNS, FL 32503

Email Address: TROPICALMOTION@COX.NET Phone: 850 221-2659

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
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01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor ✓ Against

*Name: John Pettygrew

*Address: 6220 Confederate DR *City, State, Zip: Pensacola, FL 32503

Email Address: tropicalmotion@cox.net Phone: 850-221-2642

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2-7-17

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Rhonda Robinson

*Address: 697 Shiloh DRive *City, State, Zip: Pensacola FL 32503

Email Address: rhondarobinson4@yahoo.com Phone: 8506074203

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/7/2017

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Dan S. Wendleton

*Address: 6253 Appomattox Rd *City, State, Zip: Pensacola FL 32503

Email Address: wendleton6253@aol.com Phone: 850 494 1262

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

DID NOT SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/7/2017

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-13

V In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: LINDA V. CROWE

*Address: 380 E. Burgess Rd *City, State, Zip: Pensacola, Fl 32503

Email Address: lvc171@att.net Phone: 850-384-0608

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☑ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Development Services Manager**
Development Services Department

FROM: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **March 20, 2017**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2016-13**

TTO Staff has reviewed the Rezoning Case (Z)-2016-13, 6013 Hilburn Road, agenda item for the upcoming Planning Board meeting scheduled for April 6, 2017. Please see the below comments.

Currently, there is a Roadway Improvement Project programmed in the County's Capital Improvement Program and the State of Florida's Florida Department of Transportation (FDOT) 5-Year Work Program along SR742 (Burgess Road) from US29 to Hilburn Road within the vicinity of the subject parcel. The project is expected to widen the existing two-way, two-lane roadway to a 4-lane roadway. The right-of-way acquisition phase (currently on-going) is programmed through Fiscal Year 2018, with the County expected to fund $1M towards the right-of-way phase.

The Florida-Alabama Transportation Planning Organization (TPO) currently lists the aforementioned project as the #2 Non-Strategic Intermodal System capacity project for the TPO 2040 Long Range Transportation Plan (LRTP). The TPO's LRTP Cost Feasible Plan programs the construction phase ($18M) during the Fiscal Year 2021-2025 time period.

Per the TPO's Congestion Management Process Plan, Burgess Road is currently functioning within its allowable capacity for traffic volumes between the segment of CR95A (Old Palafox) and Hilburn Road. The maximum level-of-service (LOS) for the roadway segment is LOS D (14,800 trips/day), and currently the roadway segment is functioning at a LOS D (8,000 trips/day) and is expected to remain at a LOS D and exceed 9,700 trips/day by Year 2024.

Note: TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-4-17

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: Bdpage1@att.net Phone: 232-9853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

spoke on his own behalf

Please Print Clearly

Meeting Date: 2/4/2017

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: James Scaminaci ~~for Rhonda Robinson~~

*Address: 697 Shiloh Drive *City, State, Zip: Pensacola

Email Address: drscaminaci@hotmail.com Phone: (510) 816-3761

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Z-2017-03

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

CASE #: Z-2017-03

Applicant: Wiley C. "Buddy" Page, Agent for Ali Ramzan, Owner
Address: 101 Beverly Parkway
Property Size : 0.172 (+/-) acres

From: HDMU, High Density Mixed-use district (25 du/acre)
To: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre, lodging unit density not limited by zoning)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 4th day of April 2017, commencing at approximately 10:05 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chair
JAY INGWELL, District 1
ERIC FEARS, District 4
REID RUSHING, Vice Chair
WILLIAM CLAY, District 3
PATTY HIGHTOWER, School Board
STEPHEN OPALENIK, Navy

PLANNING BOARD STAFF PRESENT:

BARBARA "BOBBIE" ELLIS-WIGGINS, ESQUIRE, Assistant County Attorney
HORACE JONES, DIRECTOR
KAYLA MEADOR
CALEB MacCARTEE
ALLYSON CAIN

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P R O C E E D I N G S

THE CHAIRMAN: I'm going to hereby call the meeting for April 4th back into session. And we will now move on to our next case, which is Case Z-2017-03. Buddy Page is acting for the agent for Ali Ramzan, owner, 101 Beverly Parkway, .172 acres, from HDMU, high-density mixed-use to HC/LI-NA, which is the heavy commercial and light industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses, 25 dwelling units per acre.

Members of the board, we're going to ask if there's been any ex parte communication on this case between you, the applicants, agents, witnesses, fellow Planning Board members, or anyone from the public? Also, have you visited the subject property, and disclose if you are related or a business associate of any of the parties.

And we'll start down here.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: No to all.

MR. FEARS: I have visited the property. I pass it on my way to work. My employer is within the mailing radius, but we would experience no benefits or anything from the outcome of this case.

THE CHAIRMAN: Okay. Thank you.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Thank you.

Staff, was a notice of the hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: And was it also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Mr. Page, if there's no objections, we'll do the maps and photography.

And who will be presenting? Allyson?

MS. CAIN: Good morning. Allyson Cain, urban planner.

THE CHAIRMAN:

MS. CAIN: This is the Case Z-2017-03 at

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101 Beverly Parkway.
On the screen, it shows the location map on Beverly Parkway.
This is the 500-foot zoning map, showing the current zoning of HDMU, with the surrounding zoning of commercial.
This is the future land use map showing mixed-use urban.
This is the existing land use showing the parcel on the corner of Beverly and Hansen Boulevard and the surrounding existing land uses. This is the aerial photograph.
It's in the Palafox Redevelopment Area. This shows the large area of Palafox overlay this is in.
And this is our 2500-foot mailing radius map. This is our public notice sign posted on the subject property. And this is a picture of the subject property on Beverly Parkway.
This is looking west along Beverly Parkway from the subject property. This is looking across Beverly Parkway from the subject property. That's the funeral home.
This is looking east from the subject property toward Palafox on Highway 29. Looking

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north from the subject property at the corner of Hensen Boulevard and Beverly Parkway.
This is another view looking north along Hansen Boulevard. It's actually from the entrance of the Walgreen's across Hansen Boulevard.
And this is just another shot looking on the subject property showing the subject property with the current building and the accessory building. This is another view of the subject property from Hansen Boulevard.
And that's the photographs and maps.
THE CHAIRMAN: Okay. Thank you.
Mr. Page, if you will come forward now. Sir, you've been previously sworn in on a previous case. You still are under oath. If you would, please, state your name and address for the record.

- - -

...WILEY C. "BUDDY" PAGE, previously duly sworn, was examined and testified as follows:

- - -

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane; Pace, Florida.
THE CHAIRMAN: Thank you, sir.

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On this case, have you received a copy of the rezoning hearing package and the findings of facts?
MR. PAGE: I have.
THE CHAIRMAN: All right. And on this case, do you understand you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comp Plan; furthers the goals, objectives and policies of that Comprehensive Plan; and is not in conflict with any portion of the Land Development Code?
MR. PAGE: I do.
THE CHAIRMAN: Thank you, sir. Please proceed.
MR. PAGE: Mr. Chairman, the information that we have provided for each of the categories in terms of the approval conditions A through E, they stand as submitted.
We have nothing to offer other than what we have previously offered that's before us this morning.
THE CHAIRMAN: Okay. We do have a speaker on the case as well, so we'll give you an opportunity at the end to come back and rebut

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any questions.
Who will be presenting for staff?
MS. CAIN: I will.
THE CHAIRMAN: Okay. All right. Are you ready?
MS. CAIN: Okay. Case Z-2017-03. As far as the first criteria for compatibility with the Comprehensive Plan, it is consistent with the mixed-use urban, which does allow for a mix of residential and nonresidential uses, such as retail sales, professional offices, and also some other . . .
Criterion B, consistency with the Land Development Code. The project is in a Palafox Redevelopment Area, and which requires several nonresidential site building requirements.
Criteria to be met in regards to building materials, facade, lighting, landscaping, et cetera. Staff actually requested comments from the Community Redevelopment Agency, but at this time that department has not provided us any comments.
The requested HC/LI-NA -- and the NA stands for nonalcoholic -- is not consistent, due to the known designation would allow a broad

range of commercial and industrial uses.

Although the request, NA, nonalcoholic, it does prohibit the establishment of microbreweries, microdistilleries, bars, nightclubs and adult entertainment, the HC/LI would introduce a very large, more intense industrial use in the area.

Criterion C, surrounding uses. We found that it was not compatible with the surrounding uses. The parcels along Beverly Parkway are currently designated commercial, such as insurance agencies, hair salons, small retail sales and services. The parcels to the south along Caroline Way are currently residential homes existing.

If the request is granted, this will allow light manufacturing, large-scale wholesale, as well as other more intense uses than are currently existing in the area. It is recommended that a more appropriate zoning of commercial zoning be considered in order to create a smooth transition from the HDMU.

Commercial would allow a more compatible use with the current activities that are in the area, and noting that certain types of uses

would require conditional use, such as user end sales.

Criteria D, changed conditions. There are no changed conditions that were found that would impact the area.

Development patterns, criteria E. The request would not result in an orderly development pattern because the majority of the uses that are existing along Beverly Parkway are a complementary mix of residential and neighborhood retail sales and services, and the HC/LI-NA would be more intense than a commercial zoning, if that was desired.

And Criteria F, natural environment. There were no wetlands or hydric soils on the subject property.

So basically we feel that the requested HC/LI-NA would be not compatible, more intense, and a more . . . more fit would be a commercial zoning because it would be a smoother transition from the current HCMU zoning.

THE CHAIRMAN: Okay. And can the staff support a commercial rezoning with the findings of facts, if it comes to be an alternative here?

MS. CAIN: Yes, sir. With the

commercial -- that the uses for commercial and HCLI are similar in some nature, but there are -- as you know, there are commercial entities zoning across Beverly Parkway, and cater-cornered on Hansen.

Like I said, if the HC/LI is introduced, they can do, you know, light industrial manufacturing, and there is not that kind of use in the area currently, and so it would -- it would introduce more intense development.

THE CHAIRMAN: Okay. All right.

Mr. Page, before we move on to public comments, did you want to talk about any of these items now or just . . . Okay. All right.

We do have a speaker signed up to speak. Members of the public who wish to speak on this, please note that Planning Board does not consider general statements of support or opposition.

Accordingly, please limit your testimony to the approved conditions and exceptions described in Section 2-7.2.

Please also note that only those individuals who are present today can give testimony on the record and will be allowed to

speak at the subsequent hearing before the Board of County Commissioners.

I have one speaker signed up, former commissioner Mike Whitehead.

Welcome. And thank you for the service to the county in the past. We'll have you sworn in, sir.

- - -

...MIKE WHITEHEAD, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: Thank you, sir. Your name and address for the record, please.

MR. WHITEHEAD: Mike Whitehead, 3200 Marcus Point Boulevard, Pensacola 32505.

THE CHAIRMAN: Thank you, sir.

MR. WHITEHEAD: I'm the owner of the property next door. And I support the staff's recommendations on the original finding.

We don't agree that this would provide for orderly development. I believe under criterion B, the Land Development Code, it's a clear case of spot zoning. There is nothing similar to that in the area.

It backs up to residential properties.

It's surrounded by residential properties. And it's actually only 250 feet from Brentwood Park, which I did not notice in the recommendations.

Under criterion C, it's not compatible with the surrounding uses. We are primarily what you would call very light commercial, 9:00 to 5:00 types of operations. I have a uniform shop next door. We have some insurance services. Everybody's closed at 5:00; it's gone.

We don't need a more intense use on what is only .17 acres, I might add. It's an incredibly small piece of property.

Under T, there certainly has not been any changes in the development pattern in that area. It's not orderly development. This would really be a wart on that area.

We have attempted to keep it. We're in the Oka Lake District. We try to work with signage, and all of these kinds of things. And for all of these reasons, I would not support the revision to commercial.

HDMU, as it's currently zoned, allows them to -- you know, if they want to put in a little bakery or a -- you name it, another insurance

place, a flower shop, anything that meets what we're trying to do there.

You do have residential backing up directly to these properties, so any changes in the intensity, I think, would be a degradation to the neighborhood, and we don't support it. But we do certainly support the staff's findings, as far as they went on the original recommendation.

THE CHAIRMAN: Okay.

MR. WHITEHEAD: Thank you.

THE CHAIRMAN: Thank you, sir.

Board members, any questions?

(No response.)

THE CHAIRMAN: All right.

Anyone else from members of the public that wish to speak on this case?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comments portion of the meeting.

And Mr. Page, if you will come back up. Obviously, the findings leave three categories that are shown nonconsistent. You heard the staff also say that they offer up a potential

change to commercial, which they could support with findings, so we'll let you go ahead and proceed.

MR. PAGE: Mr. Chairman, the intended use of the property is not something that would survive a commercial and a conditional use effort, so our original application with the original information submitted, this is the information that we conclude with. And that's all we have.

THE CHAIRMAN: You don't wish to make any additional comments on a criterion that the staff findings . . .

MR. PAGE: I do not. I think the findings speak for themselves.

THE CHAIRMAN: Okay. All right.

Board members, are there any questions of the applicant, the agent for the owner, or the staff members?

(No response.)

THE CHAIRMAN: Okay. If there are no questions or discussion, then the Chair will entertain a motion.

MR. JONES: I do have a question.

THE CHAIRMAN: Mr. Jones.

MR. JONES: For the record -- for the record, so -- so we heard from -- from the citizen, so -- Mr. Page.

So basically, you -- you don't want to have no change or no revisions for a lower zoning from HC/LI to commercial? I'm just trying to be clear on what your statement that you just made that you support staff.

MR. PAGE: Mr. Chairman, the application and the owner wish to continue an operation that he has existing down the road from this, and that is used automobile sales.

MR. JONES: Okay.

THE CHAIRMAN: The used automobile sales in terms of a commercial and a conditional use application even further down the road, we don't see that type of activity, even if it went the conditional use route, appearing before the Zoning Board of Adjustments and Appeals. I think it to be very likely that that board would hear the same concerns of adjacent neighbors at that juncture. And for those reasons, I think our original application and our original request with the criteria that we have with it stands.

THE CHAIRMAN: Okay. Thank you.
Thank you, Mr. Jones for following up there. We always try to work together with members of the public, so . . . Okay.
Board members, you've heard all the testimony. Are there any questions? If not, I'll entertain a motion.
MR. FEARS: Make a motion that we deny case Z-2017-03, on the basis of incompatible with three of the six criteria.
THE CHAIRMAN: Thank you, sir.
Do we have a second?
MR. INGWELL: Second.
THE CHAIRMAN: Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
So it will be recommended for denial on case Z-2017-03.
(Hearing concluded at 10:22 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings; and that the transcript is a true record of the proceedings contained herein.
I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. C.**

Meeting Date:	04/04/2017
CASE :	Z-2017-03
APPLICANT:	Wiley C. "Buddy" Page, Agent for Ali Ramzan, Owner
ADDRESS:	101 Beverly Parkway
PROPERTY REF. NO.:	46-1S-30-2001-024-018
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Palafox
BCC MEETING DATE:	05/04/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district (25 du/acre)

TO: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre, lodging unit density not limited by zoning)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

Comprehensive Plan (CPP) FLU 1.3.1 Future Land Use Categories.
MU-U, Mixed Use Urban is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.
CPP FLU 1.5.1 New Development and Redevelopment in Built Areas.
To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use allows for a mix of both residential and non-residential uses such a retail and services, professional office and light industrial. As stated in CPP FLU 1.5.1, if development occurs, the property will utilize the existing roadway, utilities and infrastructures and will encourage redevelopment of the underutilized property to maximize development densities and intensities located in the Mixed-Use Urban Future Land use categories.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.
Sec. 3-3.6 Palafox Overlay (Pfox-OL).

(e) Non-residential site and building requirements. The following non-residential site and building requirements apply within the Pfox-OL district

1. **Structure height.** New or redeveloped buildings, or building additions, shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.
2. **Materials and detailing.** New structures, additions and renovations

shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Palafox Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary façade if visible from a public way.

3. **Setbacks.** New construction shall be set back a distance similar to that of adjacent buildings unless customer parking is provided adjacent to the street in support of CPTED principles. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the streetscape.
4. **Facades.**
    a. **Front facades.** A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.
    b. **Rear façade.** A minimum of 15 feet of a building's rear façade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.
5. **Natural features.** Natural features shall be protected and integrated into site design and development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.
6. **Landscaping.** Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan.
7. **Signs.** Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached. For individual tenants in a multi-tenant development, wall signs shall not exceed 20 square feet per sign.
8. **Lighting.** Lighting in the overlay district should serve to illuminate facades, entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source

hidden from direct pedestrian and motorist view.

9. **Parking.** Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side would then be permitted.
10. **Buffers and screening of outdoor storage.** All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:
11. **Type.** Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.
    a. **Screening of outdoor storage.** Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

LDC Section 3-2.11 Heavy commercial and light industrial district (HC/LI)

Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a.Car washes, automatic or manual, full service or self-serve.

b. Child care facilities**.**

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors**.**

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles**.**

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.
h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless i. separated by a 50-foot or wider street right-of-way.
i. Taxi and limousine services.See also conditional uses in this district.
(4) Public and civic.
a. Broadcast stations with satellite dishes and antennas, including towers.
b. Cemeteries, including family cemeteries.
c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Funeral establishments.
g. Homeless shelters.
h. Hospitals.
i. Offices for government agencies or public utilities.
j. Places of worship.
k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.See also conditional uses in this district.
(5) Recreation and entertainment.
a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
c. Marinas, private and commercial.
d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district

(6) Industrial and related.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

See also conditional uses in this district.

(7) Agricultural and related.

a Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the **HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.**

FINDINGS

The proposed amendment to HC/LI-NA **is not consistent** with the intent and purpose of the Land Development Code. Heavy commercial/light industrial allows for a broad range of intense commercial and industrial uses, but prohibits the establishment of microbreweries, microdistilleries, bars, nightclubs, or adult entertainment uses. See the list of permitted uses above. The parcel does meets the locational criteria as stated in LDC 3-2.11(8)(e)(1), being addressed on Beverly Parkway, an arterial roadway and within one-quarter mile of its intersection with an arterial street. The proposed request to rezone to HC/LI-NA is inappropriate for the area and would consequently introduce large scale, more intense industrial uses. David Forte, Division Manager in the Transportation and Traffic Division has provided review and comments applicable to this specific case, see Attachment A.

The parcel is within the Palafox Redevelopment area and must comply with the requirements as stated in LDC 3-3.5, listed above. CRA department has not provided comments at this time.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, properties were zoned HDMU, Com and HC/LI. As stated in LDC Section 3-2.11, the primary intent of the HC/LI-NA district is to allow wholesale, retail, light manufacturing, major services and more intense uses while prohibiting breweries, distilleries, wineries, bars, nightclubs, or adult entertainment uses. The parcels fronting Beverly Parkway are currently neighborhood commercial uses, and the parcels to the south, along Carolyn Way, are existing residential. The HC/LI district allows for a mix of industrial uses with a broad range of commercial activities. If the request is granted, it would allow light manufacturing, large-scale wholesale and other more intense uses than are allowed in the current zoning. It is recommended the parcel be

considered for a less intense zoning designation such as Commercial, in order to create a smooth transition from HDMU. Commercial zoning designation would allow activities that are more compatible with the existing mixed-use neighborhood commercial uses. Certain types of uses will require conditional use approval such as used automobile sales.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would not result** in a logical and orderly development pattern. The majority of uses along Beverly Parkway within the area of the subject property are a complimentary mix of residential and neighborhood retail sales and services. Uses as listed for HC/LI district would be more intense than if the Commercial zoning district was assigned. When applicable, further review during the Site Plan Review process will be necessary to determine the new development complies with all applicable LDC regulations for buffering, parking, access and any other requirements of the code to ensure the activity will not adversely impact the existing neighborhood.

Criterion f., LDC Sec. 2-7.2(b)(4)

Effect on natural environment

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

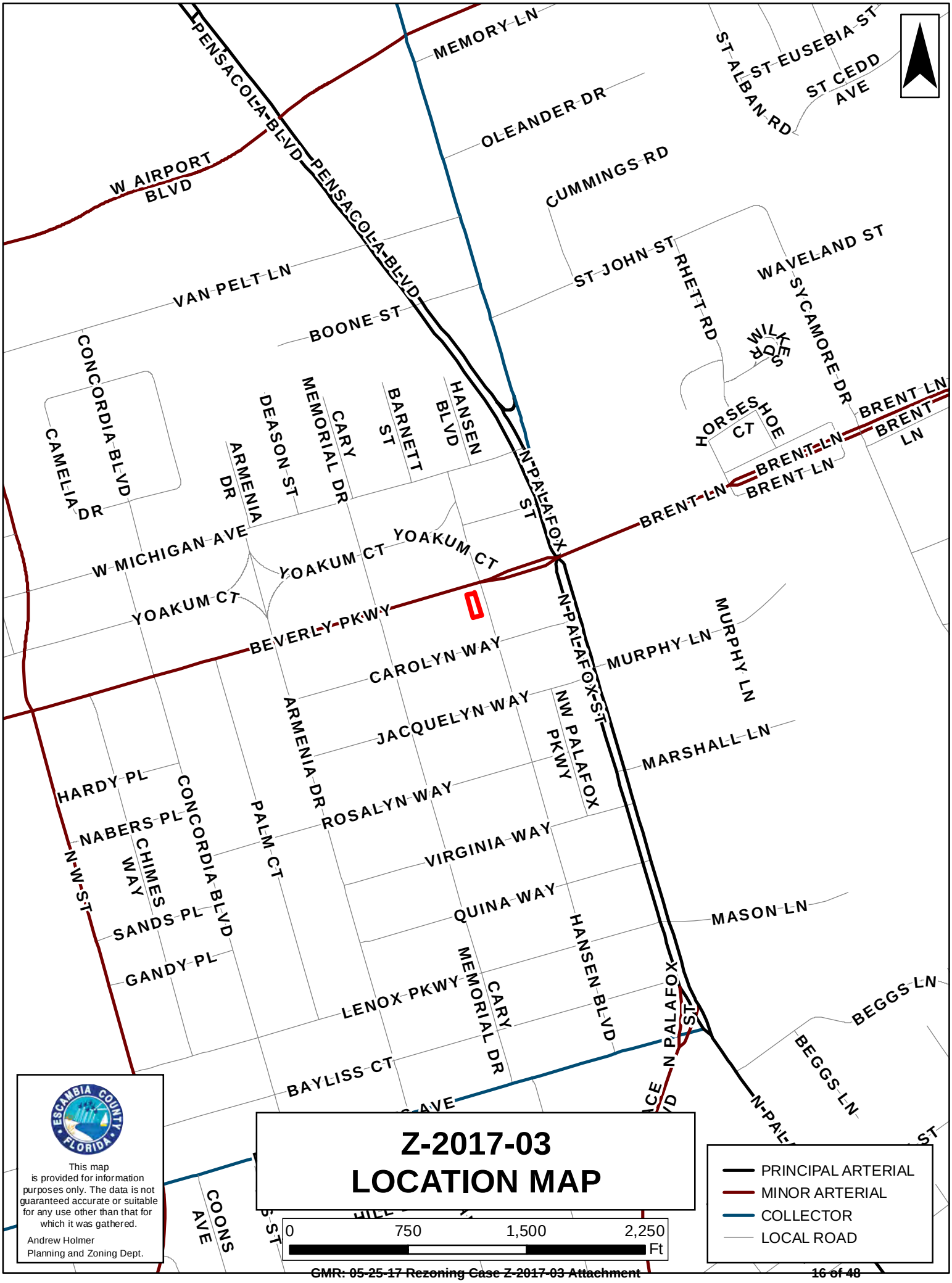
FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would

be any significant adverse impact on the natural environment.

Attachments

Z-2017-03

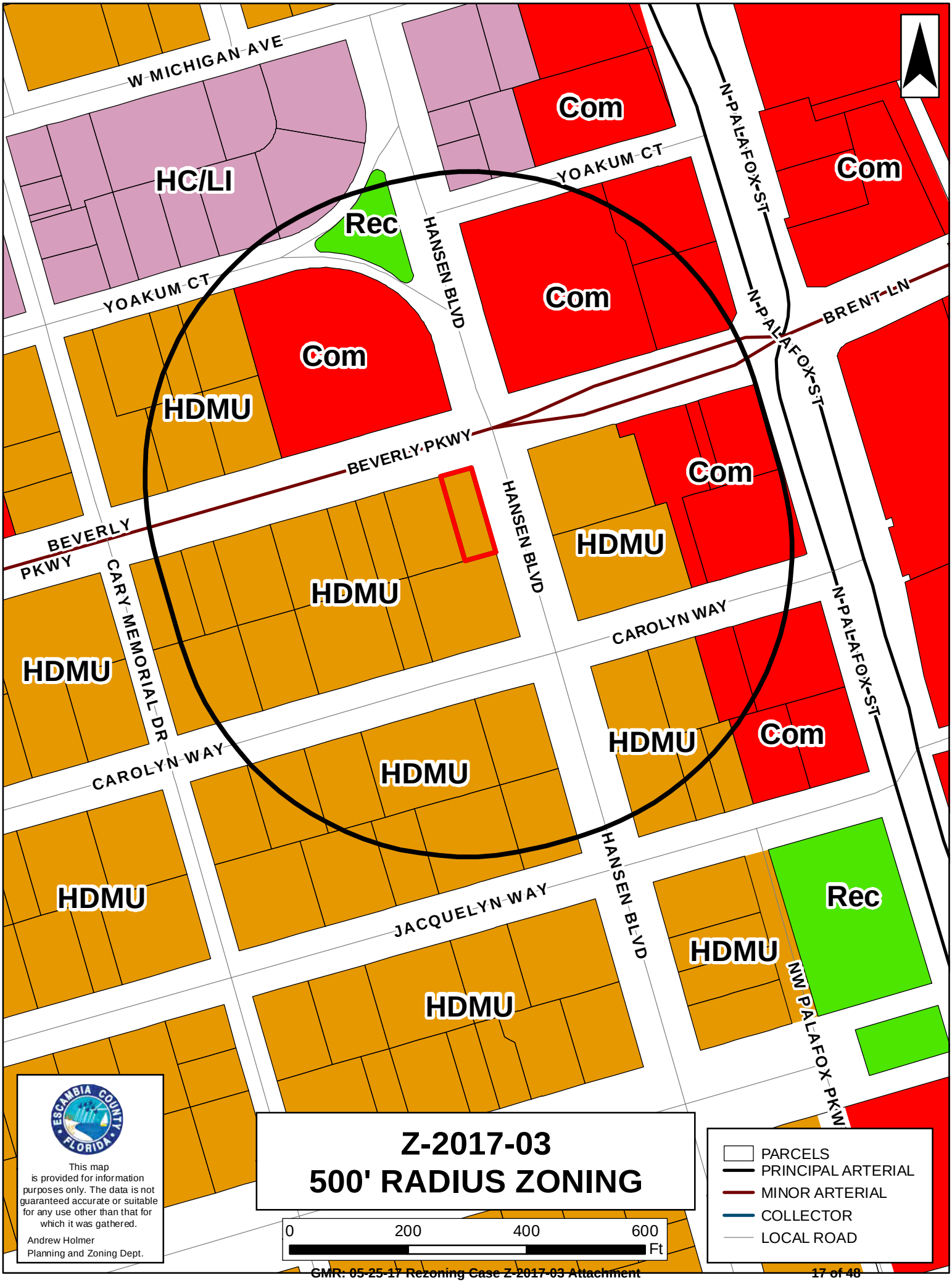


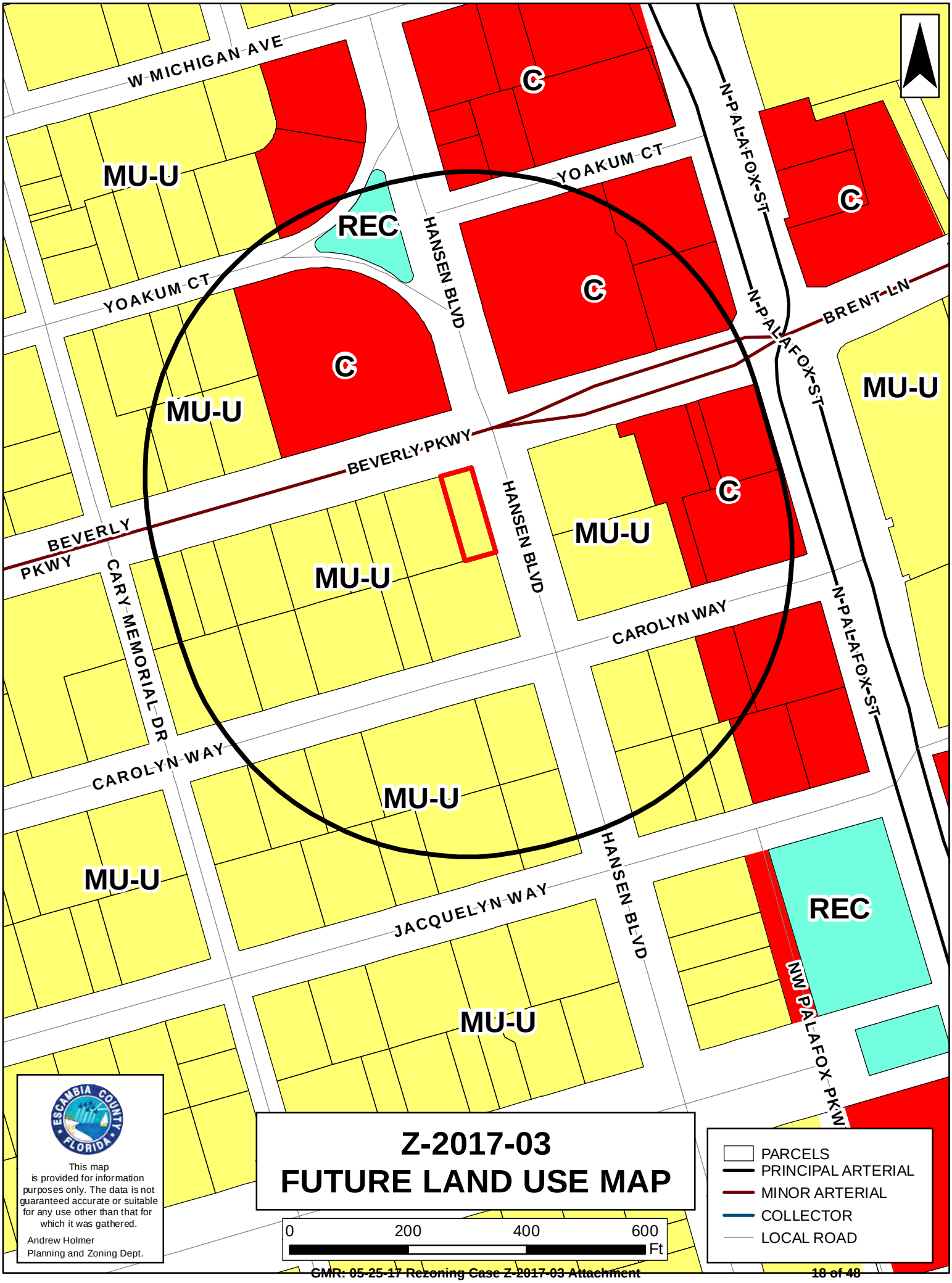
Z-2017-03
LOCATION MAP

PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

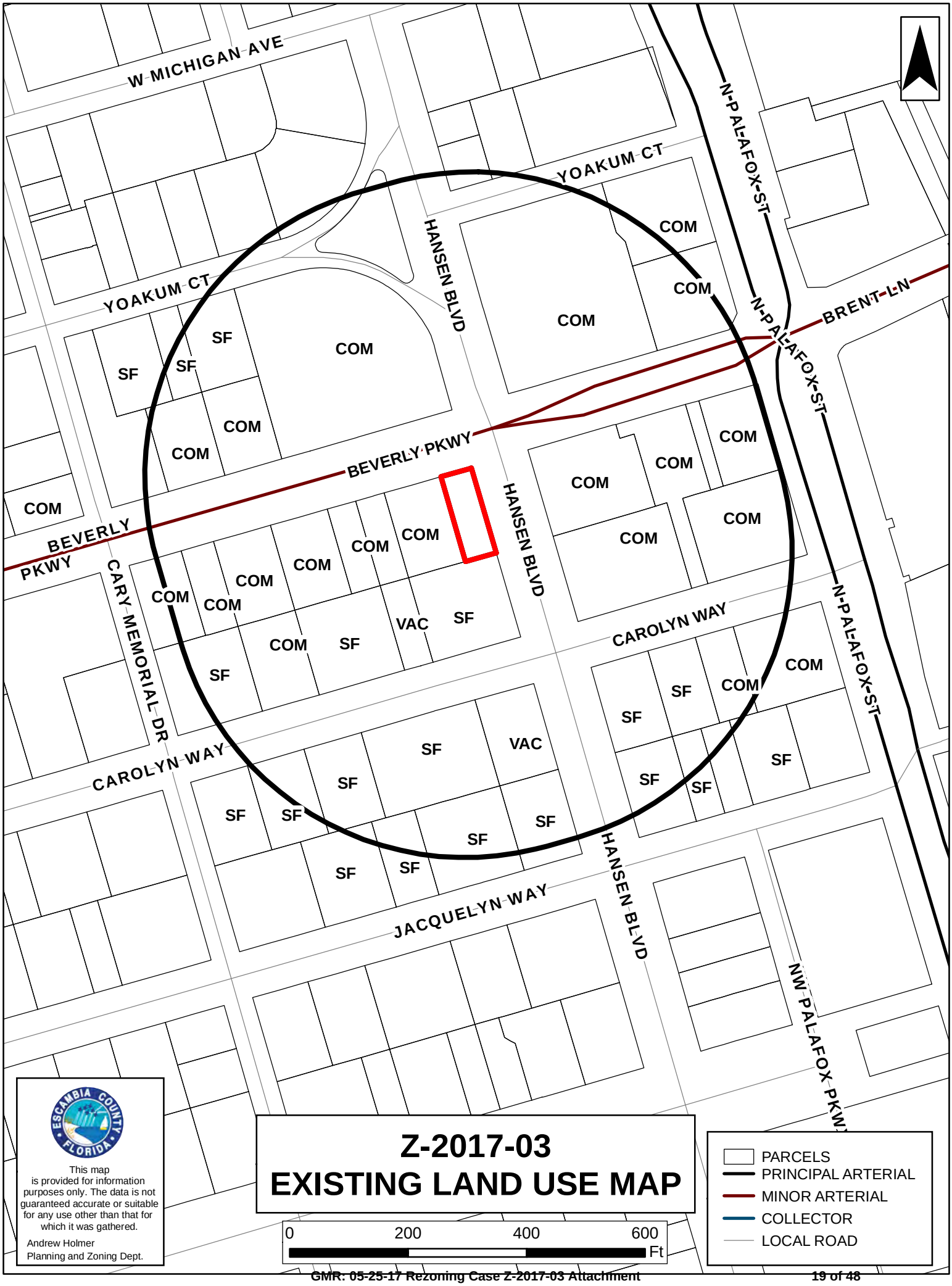
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


W MICHIGAN AVE
HC/LI
Com
Rec
YOAKUM CT
HANSEN BLVD
N PALAFOX ST
BRENT LN
HDMU
BEVERLY PKWY
BEVERLY PKWY
CARY MEMORIAL DR
CAROLYN WAY
JACQUELYN WAY
NW PALAFOX PKWY
Z-2017-03
500' RADIUS ZONING
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Z-2017-03
FUTURE LAND USE MAP


W MICHIGAN AVE
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YOAKUM CT
HANSEN BLVD
N PALAFOX ST
N PALAFOX ST
N PALAFOX ST
BRENT LN
BEVERLY PKWY
BEVERLY PKWY
HANSEN BLVD
CARY MEMORIAL DR
CAROLYN WAY
CAROLYN WAY
HANSEN BLVD
JACQUELYN WAY
NW PALAFOX PKWY
COM
SF
VAC
Z-2017-03
EXISTING LAND USE MAP
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
0
200
400
600
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Z-2017-03
AERIAL MAP

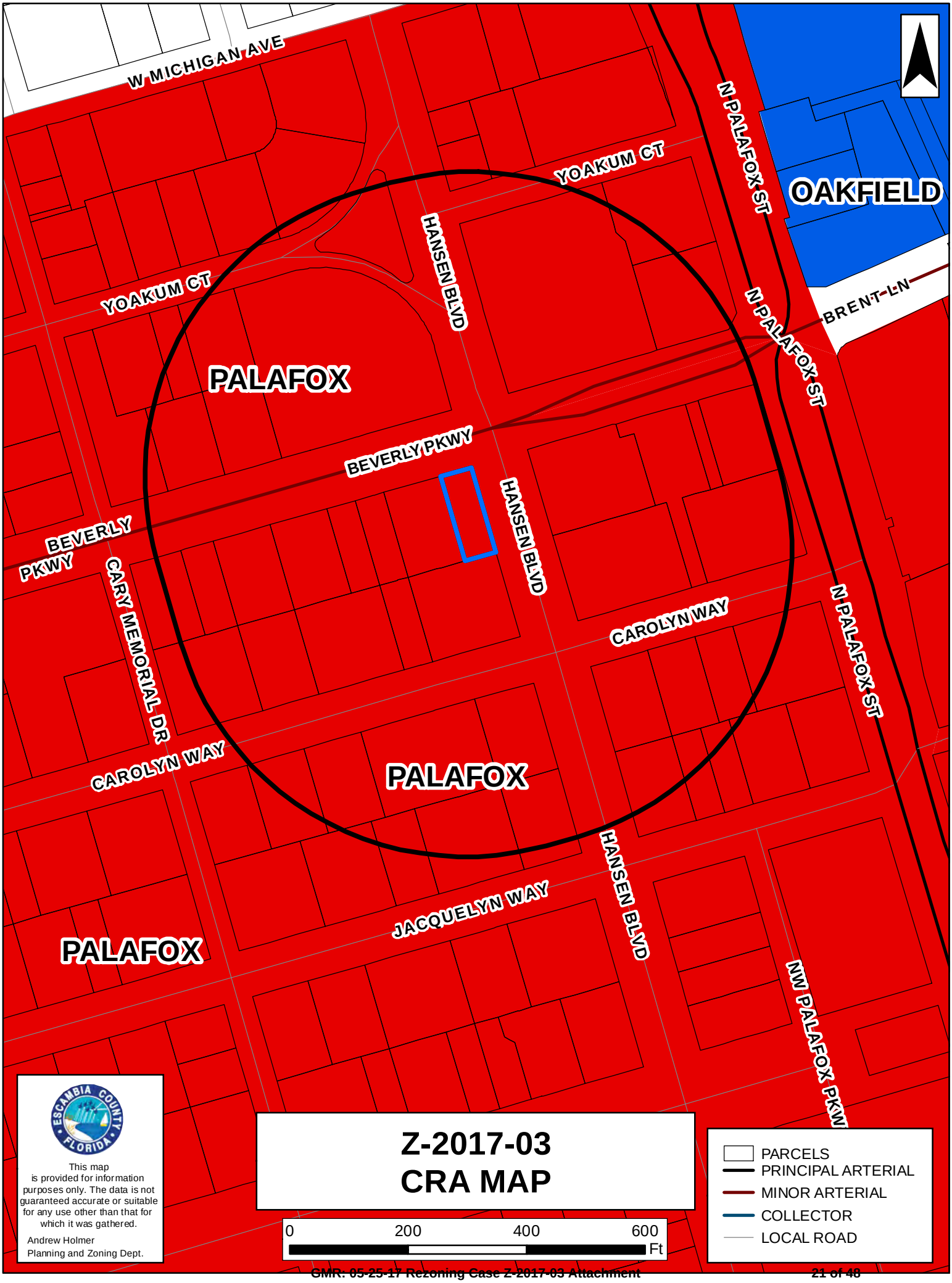
0 50 100 150 Ft

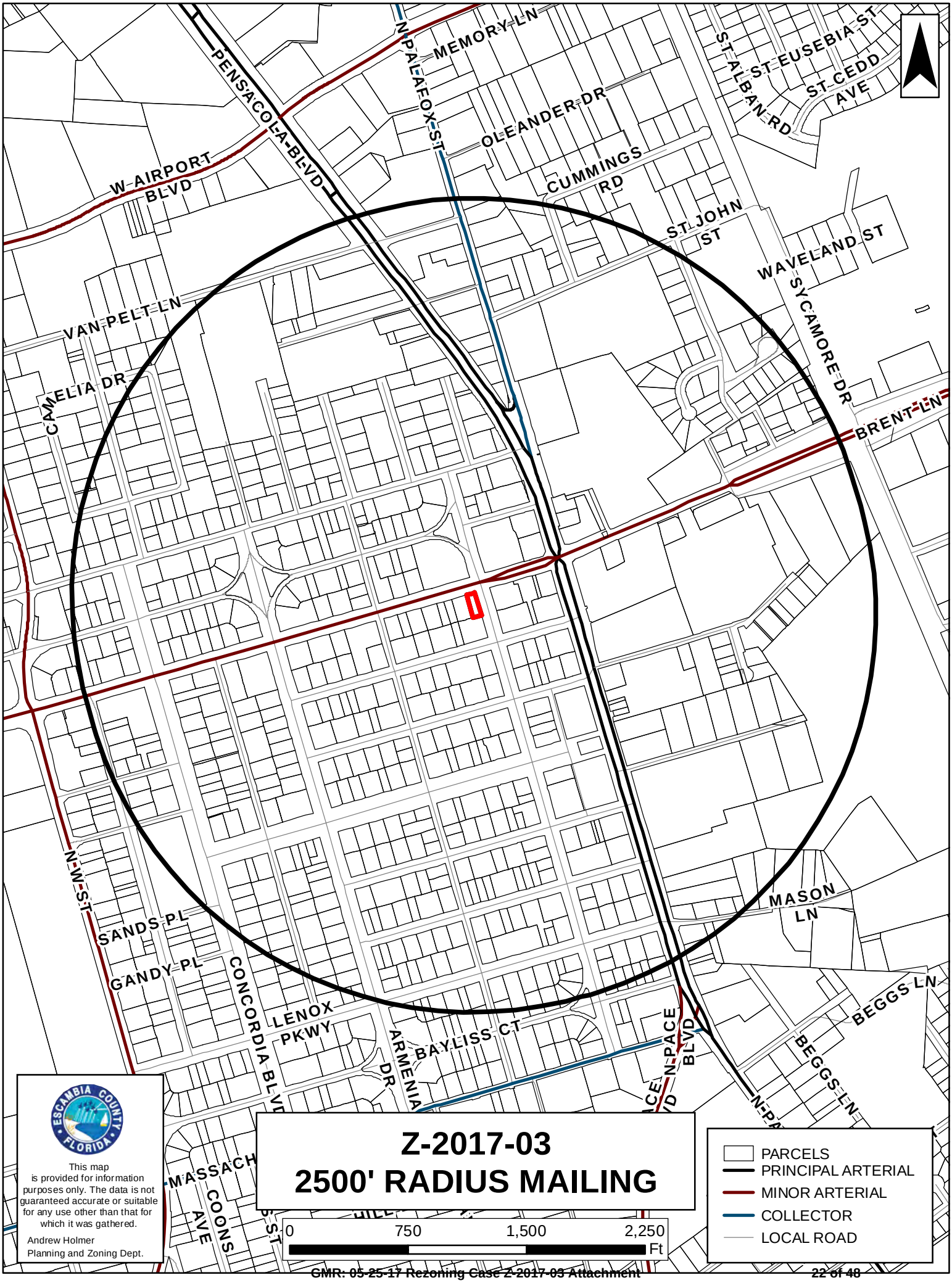
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


W MICHIGAN AVE
YOAKUM CT
YOAKUM CT
HANSEN BLVD
N PALAFOX ST
N PALAFOX ST
OAKFIELD
BRENT LN
PALAFOX
BEVERLY PKWY
BEVERLY PKWY
HANSEN BLVD
CARY MEMORIAL DR
CAROLYN WAY
CAROLYN WAY
N PALAFOX ST
PALAFOX
HANSEN BLVD
JACQUELYN WAY
PALAFOX
NW PALAFOX PKWY
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2017-03
CRA MAP
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MEMORY LN
PENSACOLA BLVD
N PALAFOX ST
OLEANDER DR
ST ALBAN RD
ST EUSEBIA ST
ST CEDD AVE
W AIRPORT BLVD
CUMMINGS RD
ST JOHN ST
WAVELAND ST
SYCAMORE DR
VAN PELT LN
CAMELIA DR
BRENT LN
D
N W ST
SANDS PL
GANDY PL
CONCORDIA BLVD
LENOX PKWY
BAYLISS CT
ARMENIA DR
N PACE BLVD
MASON LN
BEGGS LN
MASSACH
COONS AVE
Z-2017-03
2500' RADIUS MAILING
0
750
1,500
2,250
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Public Notice Sign


Subject property


Looking west along Beverly Pkwy
from subject property



Looking across Beverly Pkwy
from subject property


Looking east from subject property


Looking north from subject property along Hansen Blvd


Another view looking north
along Hansen Blvd


Looking at subject property
across Hansen Blvd



Another view of subject property across Hansen Blvd at Walgreens entrance

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
bud pagel©att.net

February 6. 2017
VIA HAND DELIVERY

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

RE: 101 Beverly Parkway Rezoning
Parcel No. 46-1S-30-2001-024-018

Dear Mr. Jones:

The attached application requests consideration to rezone the referenced property from **HD/MU to HD/LI.** This requested zoning category is consistent with the Future Land Use Map classification of Mixed Use Urban suggesting no changes will be required to the FLUM map. The owner is proposing to develop the property and relocate his existing nearby car sales lot to this site.

With regard to **LDC 3-2.11(e) Locational Criteria** requirements, the site is located within a 1/4 mile radius of a major roadway intersection, a college campus and a major drug store, each of which generate traffic trips at over 600 trips per day. As such, the proposed use meets the location criteria as being near an activity that generates more than the minimum required 600 vehicle trips per day.

Please contact me if you have any questions or need anything further.

Sincerely yours,

Wiley C."Buddy" Page

copy: Mr. Ramzan Ali

Development Services Department
Escambia County, Florida

APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: _____

☐ Variance Request for: _____

☑ Rezoning Request from: HDMU to: HDLI-NA

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Ali Ramzan Phone: _____

Address: POB 2112 Pensacola, Florida 32513 Email: _____

☐ Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 101 Beverly Parkway Pensacola, Florida 32505

Property Reference Number(s)/Legal Description: 46-1S-30-2001-024-018

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Ali Ramzan Printed Name Owner/Agent	10-29-15 Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 29 day of October 20 15.

by Ali Ramzan.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Fla D.L.

Signature of Notary (notary seal must be affixed)

Printed Name of Notary

WANDA S SANDS
Notary Public - State of Florida
Commission # FF 217780
My Comm. Expires Apr 6, 2019
Bonded through National Notary Assn.

FOR OFFICE USE ONLY CASE NUMBER: Z-2017-03

Meeting Date(s): PB - 4/4/17 Accepted/Verified by: A Cain Date: 2/16/17

Fees Paid: $_____ Receipt #: _____ Permit #: PRZ170200003

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: Z-2017-03

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 101 Beverly Parkway Pensacola, Florida 32505, Florida, property reference number(s) 46-1S-30-2001-024-018 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the:

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

☐ Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
	Ali Ramzan	10-29-15

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 29 day of October 20 15, by Ali Ramzan.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Fla D.L.

Wanda S Sands
Signature of Notary

Printed Name of Notary

(Notary Seal)

WANDA S SANDS
Notary Public - State of Florida
Commission # FF 217780
My Comm. Expires Apr 6, 2019
Bonded through National Notary Assn.

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

10/2012

Development Services Department
Escambia County, Florida

FOR OFFICE USE
CASE #: Z-2017-03

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 101. BEVERLY PARKWAY PENSACOLA, Florida, property reference number(s)_____ RAMZAN ALI TRUST I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3 Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: RAMZAN ALI TRUST Email: SUBMOHIAJ@YAHOO.COM
Address: P.O. BOX 212. PENSACOLA FL 32513 Phone: 850-637-8100

Signature of Applicant	Printed Name of Applicant	Date
Signature of Property Owner FOR RAMZAN ALI TRUST.	RAMZAN ALI Printed Name of Property Owner	2.17.2017 Date

STATE OF Florida COUNTY OF ESCambia

The foregoing instrument was acknowledged before me this 17 day of Feb 2017,
by Ramzan.

Personally Known X Or Produced Identification □. Type of Identification Produced:_____

Marie Elliott
(Notary Seal)
Signature of Notary

Printed Name of Notary

MARIE ELLIOTT
Notary Public - State of Florida
My Comm. Expires Mar 29, 2018
Commission # FF 095282

REZONING APPROVAL CONDITIONS

101 Beverly Parkway

1- Consistent with Comprehensive Plan. The proposed rezoning is consistent with the goals, objectives and policies of the Comprehensive Plan and not in conflict with any of its provisions.

RESPONSE- This 0.30 acre site is classified as Mixed Use-Urban MU-U on the adopted Future Land Use Map. This FLU category lists a number of zoning districts there under which are consistent and this list includes HD/MU which is the category requested by this application. This suggests consistency with the Goals, Objectives and Policies of the Comprehensive Plan.

2- Consistent with LDC. The proposed rezoning is consistent with the purposes and intent of the LDC and not in conflict with any of its provisions.

The Land Development Code contains the following:

Sec. 1-1.5 Purpose of LDC. (a) General. The Land Development Code implements the land use goals, objectives and policies of the Escambia County Comprehensive Plan through specific regulations that govern the use and development of land within the county. These regulations are necessary to protect the public health, safety and general welfare, private property rights, the natural environment, and the economic vitality of the county.

RESPONSE - This request is consistent with the stated primary intent in that the end result will result in an expanded opportunity for compatible commercial development in an efficient manner and pattern which is well connected to the area street network. The site has existing higher density nearby and fronts on Brent Lane/Beverly Parkway, a designated arterial roadway.

3-Compatibility. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.

RESPONSE: As shown on the attached maps, the site is adjacent to Walgreen's Drug Store to the east, a bank and funeral home to the north, retail units to the east and residential to the south. This category and surrounding zoning categories is a mirror to that found just west at the intersection of Beverly Parkway and Armenia Drive. This zoning at the northwest corner of this intersection was requested by Frontier Motors sometime back, and contains commercial and mixed use-urban as adjacent zoning categories. Historically, it has been told that this entire Beverly Parkway frontage commercial zoning was mistakenly applied to many lots on the south side of Michigan Avenue.

4- Changed conditions. The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

RESPONSE: The continuous expansion of the Pensacola Christian College campus is perhaps the closest area of change in the vicinity together with three new automotive dealership buildings currently under construction along Hwy. 29. Moreover, the FDOT traffic counts on Beverly Parkway show some 27,500 trips per day compared to

Hwy 29/ Pensacola Blvd. at 25,500 and 28,000 trips per day. Projections then, show that traffic along Beverly Parkway will continue to increase as a important and growing arterial roadway.

5- Development patterns. The proposed rezoning would contribute to or result in a logical and orderly development pattern.

RESPONSE: If this request is granted, the permitted changes will be logical and orderly and consistent with those existing uses currently observed in the adjacent areas.

6- Effect on natural environment. The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.

RESPONSE: The site is flat & high and dry. No wetlands were observed on the site or surrounding areas.

Recorded in Public Records 12/05/2014 at 10:51 AM OR Book 7268 Page 715, Instrument #2014090462, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $175.00

THIS INSTRUMENT PREPARED BY:
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501
FILE NO 14FL-3519

WARRANTY DEED
TAX ID #46-1S-30-2001-024-018

STATE OF Florida

COUNTY OF Escambia

KNOW ALL MEN BY THESE PRESENTS: That Warren Ingram, Grantor*, Address: 1205 Oak Ridge Trail, Cantonment, FL 32533, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto: Ramzan Ali, Trustee of the Ramzan Ali Trust Dated July 21, 2008, which authorizes Trustee to receive, hold, mortgage, encumber, liquidate, and convey title to the real property described herein below, as amended by amendments to such Land Trust Agreement executed subsequent hereto, if any, Grantee*, Address: P.O. Box 2112, Pensacola, FL 32513, grantee's heirs, executors, administrators and assigns forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION
The above-described property is not the homestead of Grantor herein.

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.
Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural and the plural the singular, and the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on this 4th day of December, 2014.

Warren Ingram

Signed, sealed and delivered
in the presence of:
Witness #1 Sign: _____
Witness #1 Print Name: Carol D. Eubanks

Witness #2 Sign: _____
Witness #2 Print Name: Jennifer Gantt

STATE OF Florida

COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of December, 2014, by Warren Ingram, who has provided his driver's license as identification, and who did take an oath.

My Commission expires:

(Notary Seal)

Carol D. Eubanks
Commission No. EE159621
My Commission Expires
MARCH 3, 2016

Notary Public
Serial Number

Carol D. Eubanks
Commission No. EE159621
My Commission Expires
MARCH 3, 2016

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	461S302001024018
Account:	042546000
Owners:	ALI RAMZAN TRUSTEE FOR ALI RAMZAN TRUST
Mail:	PO BOX 2112 PENSACOLA, FL 32513
Situs:	101 BEVERLY PKWY 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$42,750	$480	$43,230	$43,230
2015	$42,750	$480	$43,230	$43,230
2014	$42,750	$480	$43,230	$43,230

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/04/2014	7268	715	$25,000	WD	View Instr
09/1988	2604	25	$58,400	WD	View Instr
04/1986	2209	584	$100	WD	View Instr
06/1979	1338	101	$100	WD	View Instr
01/1910	1155	329	$28,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description
LT 24 BLK 18 BRENTWOOD PK S/D PB 1 P 11 OR 7268 P 715 SEC 8/10 T 2S R 30 AND SEC 46/47 T 1S R 30

Extra Features
BLOCK/BRICK GARAGE

Parcel Information

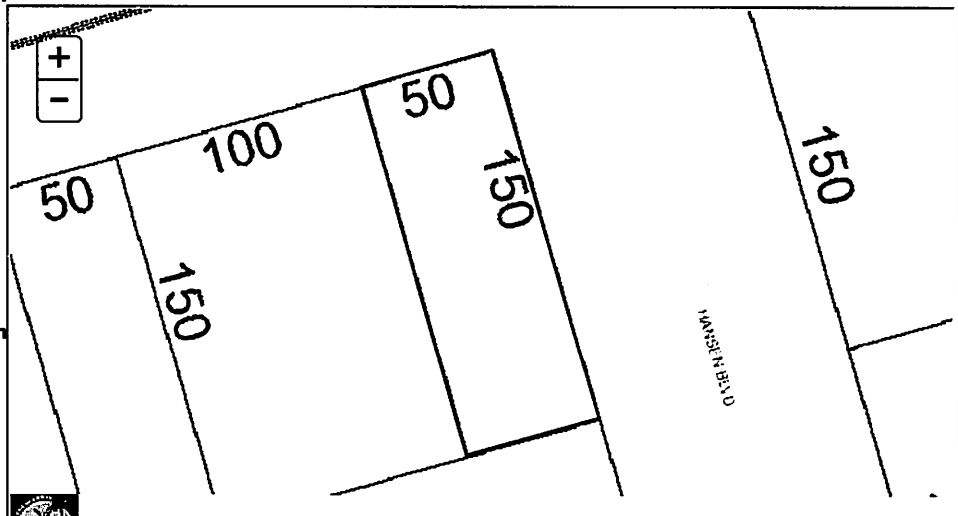
Launch Interactive Map

Section Map Id:
46-1S-30-1

Approx. Acreage:
0.1722

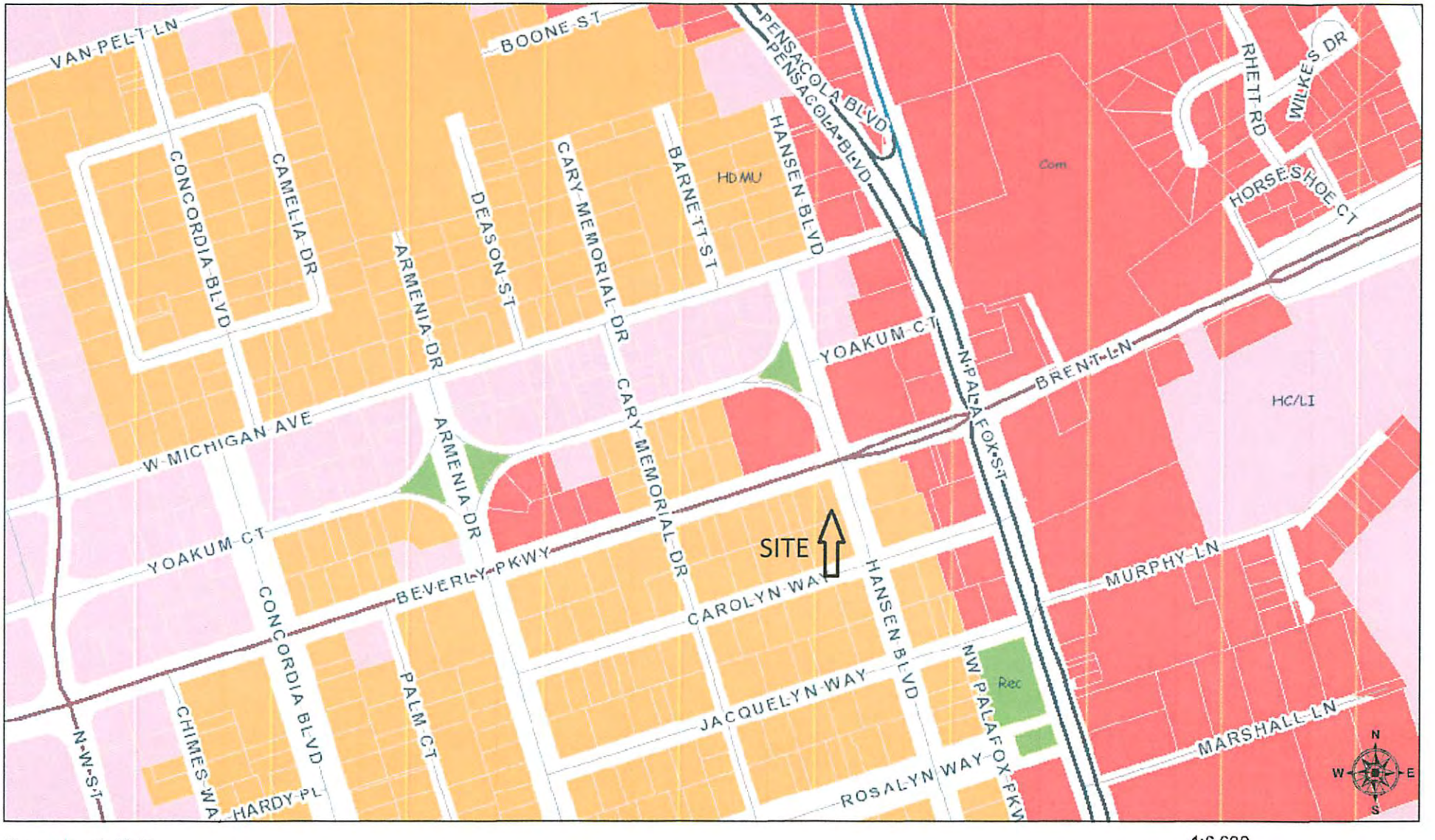
Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

101 Beverly Parkway



December 1, 2016

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

Rivers, Creeks, and Streams

1:6,609

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2016



FDOT Florida Traffic

- Portable Traffic Monitoring Sites
- Telemetered Traffic Monitoring Sites

AADT

- Less than 15000
- 15001 - 36000
- 36001 - 70000
- 70001 - 130000
- More than 130000
- Toll Roads
- Interstates
- Roads
- Rivers
- Lakes
- County Lines
- Cities and Towns
- FDOT Urban Areas
- County Boundaries

This map was printed from the FDOT Florida Traffic Online ArcIMS mapping application - **(http://flto.dot.state.fl.us/website/FloridaTrafficOnline/)**.

For more information regarding FDOT Florida Traffic data, please contact the FTI Support Group of the FDOT/Transportation Statistics Office at 800-399-5503 or TDD/TTY: 850/410-5708.

For more information regarding the Florida Traffic Online site, please contact the GIS Section Manager of the FDOT/Transportation Statistics Office at 850/414-4848 or TDD/TTY: 850/410-5708.

DISCLAIMER: This product has been compiled from the most accurate source data from the Florida Department of Transportation's Transportation Statistics Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The Florida Department of Transportation assumes no responsibility for any use of the information contained herein or any loss resulting therefrom.

Site Information	
Feature	**1**
Road Name	BEVERLY PKWY
Site	485109
Description	SR 296(BEVERLY PKWY) - 425' W OF SR 95 (US29) PALAFOX
Section	48012000
Milepoint	3.489
AADT	**27500**
Site Type	Portable
Class Data	No
K Factor	9
D Factor	55.5
T Factor	2.1
TRAFFIC REPORTS (provided in format)	
Escambia County	**Annual Average Daily Traffic**
	Historical AADT Data
	Synopsis 485109

Print this window. Close this window.

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

46-15-30-2001-024-018
Property Reference Number

Buddy Page
Name

101 Beverly Pkwy
Address

☐ Owner ☒ Agent

Referral Form Included? **Y / N**

MAPS PREPARED

☑ Zoning
☑ FLU
☐ Aerial
☑ Other: Redev. Area

PROPERTY INFORMATION

Current Zoning: HDMU Size of Property: .17 +/-
Future Land Use: MU-U Commissioner District: 3
Overlay/AIPD: NA Subdivision: Brentwood Park
Sanitary Sewer____ Septic Tank____
Redevelopment Area*: Palafox

**For more info please contact the CRA at 595-3217 prior to application submittal.*

COMMENTS

Desired Zoning: Com

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? no

Com Zoning does not allow the sale of motor vehicles or outdoor storage. Would be advisable to go to DRC pre-app conference. Applicant changed request to HC/LI-NA for sale of motor vehicles. Change to HC/LI in the area may be considered Spot Zoning. Meets locational criteria - within 1/2 mile of arterial/arterial intersection.

☐ Applicant will contact staff for next appointment
☐ Applicant decided against rezoning property
☐ Applicant was referred to another process

☐ BOA ☐ DRC ☐ Other:_____
Process Name

Staff present: A. Cain Date: 1/25/17

Applicant/Agent Name & Signature: [signature] 1/25/17

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered eiter as approval or rejection of the proposed development, development plans, and/or outcome of any process.

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Development Services Manager**
Development Services Department

FROM: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **March 20, 2017**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2017-03**

TTO Staff has reviewed the Rezoning Case (Z)-2017-03, 101 SR296 (Beverly Parkway), agenda item for the upcoming Planning Board meeting scheduled for April 6, 2017. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in the County's Capital Improvement Program or the State of Florida's Florida Department of Transportation (FDOT) 5-Year Work Program along Beverly Parkway within the vicinity of the subject parcel.

Per the Florida-Alabama Transportation Planning Organization (TPO) Congestion Management Process Plan, Beverly Parkway is currently functioning within its allowable capacity for traffic volumes between the segment of SR10A (Mobile Hwy) and SR95 (Palafox Hwy). The maximum level-of-service (LOS) for the roadway segment is LOS D (39,800 trips/day), and currently the roadway segment is functioning at a LOS C (30,000 trips/day) and is expected to exceed 36,000 trips/day by Year 2024.

The TPO 2040 Long Range Transportation Plan (LRTP) does not currently include a capacity project along Beverly Parkway within the general vicinity of the subject parcel.

Note: TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

JOEL WALTERS LAND SURVEYING

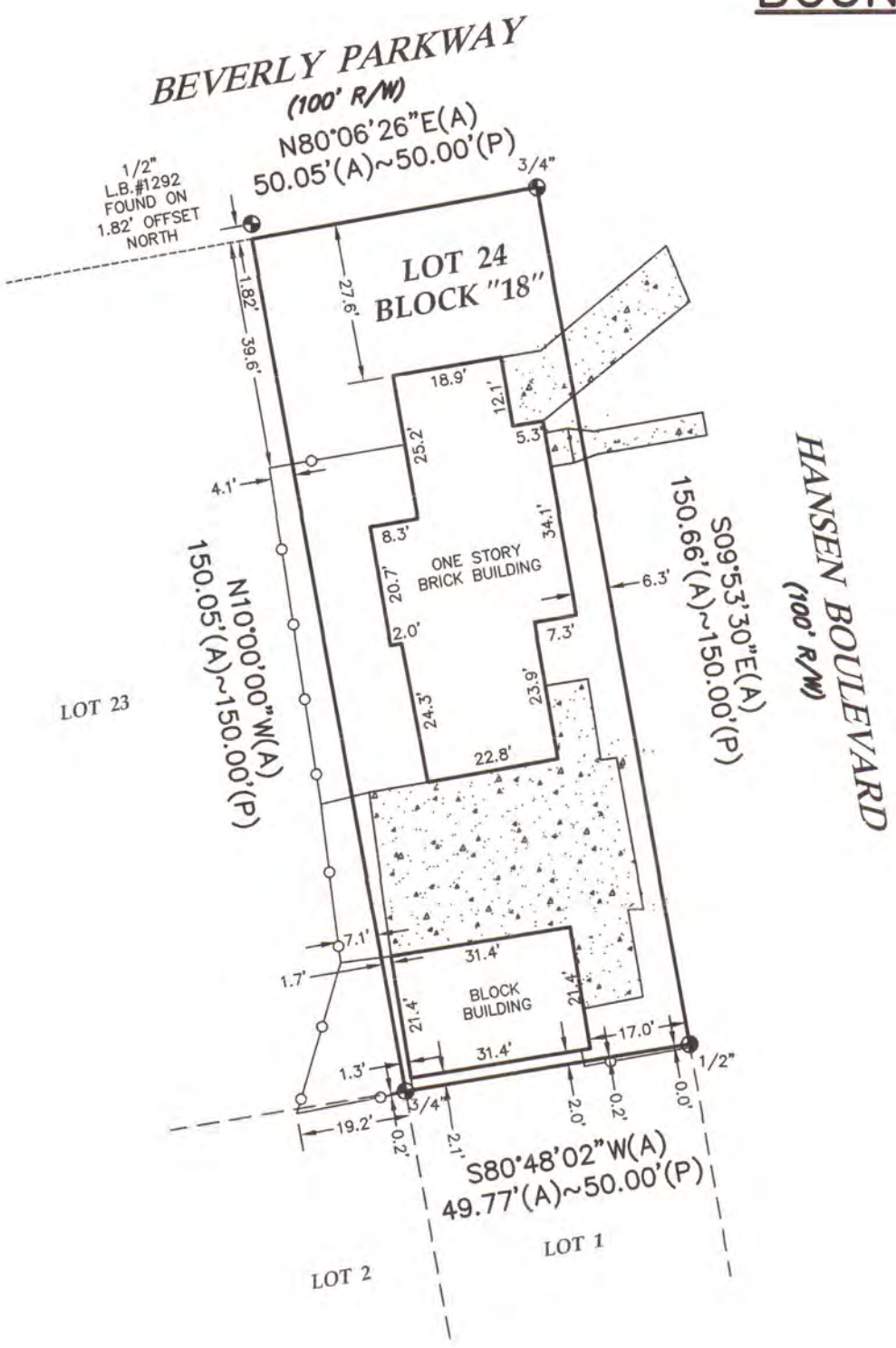
TELEPHONE NO.
(850) 944-7926

9191 RUBY'S FISH CAMP ROAD PENSACOLA, FL 32526

FAX NO.
(850) 944-3012

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY



LAND DESCRIPTION:
Lot 24, Block "18", Brentwood Park, according to the Plat thereof as recorded in Plat Book 1, Page 11 of the public records of Escambia County, Florida..

Source of Information: Recorded Plat. Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm. This drawing reflects only those building setback lines that are noted and/or appear on the recorded plat.

Address: 101 Beverly Parkway

Basis of Bearings: Assumed datum using N10°00'00"W along the West line of Lot 24.

LEGEND:

⊡ – 4"x 4" (P.R.M.) Permanent Reference Monument Found ■ – 4" X 4" Concrete Monument Found ⊕ – Capped Iron Rod Found ◑ – Iron Rod Unnumbered Found ◒ – Iron Pipe Unnumbered Found
⊙ – (P.C.P.) Permanent Control Point Found ▲ – Nail & disk Found ● – 1/2" Diameter Capped Iron Rod LS. #4082 Set ∅ – Utility Pole –}}}– Guy Anchor Wire --E-T-C-- Aerial Electric, Telephone, Cable Lines
—X— Chain Link Fence —XX— Wire Fence —o— Wood Fence —□— Plastic Fence R/W– Right of Way B.S.L.– Building Setback Line CONC. – Concrete ℄ – Centerline ℙ – Property Line P.O.L.– Point on Line
P.O.C. – Point of Commencement P.O.B. – Point of Beginning P.C.– Point of Curvature P.T.– Point of Tangency P.I.– Point of Intersection P.R.C.– Point of Reverse Curvature P.C.C. – Point of Compound Curvature
R – Radius Δ – Delta L – Length of Arc Ch– Chord CB – Chord Bearing T – Tangent (P) – Plat (D) – Description or Deed (A) – Actual (TYP) – Typical L.S.– Licensed Surveyor L.B.– Licensed Business
⊠ – Indicates Covered ✸ – Set Hub & Tack ⌖ – Benchmark N.R. – Non-Radial N.T.S.– Not to Scale Ele– Elevation ☼ – Light Pole

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

JOB NO. 16-09-009 FILE NO. B-15795 SCALE: 1"=30'
REQUESTED BY: ALI RAMZAN DWG NAME 1609009
DATE OF SURVEY: 09/13/2016 ENCROACHMENTS: AS SHOWN
FIELD BOOK: 665 PAGE: 3 REVISIONS:

DRAWN BY: JCW

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOEL C. WALTERS, R.L.S. NO. 4082
STATE OF FLORIDA

JOEL C. WALTERS ... REGISTERED ... SURVEYOR ... STATE OF FLORIDA

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

C:\Documents and Settings\Wesley\Desktop\Walters Drawings\1609009\dwg\1609009.dwg, 10/19/2016 1:25:04 AM

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-4-17 2017-03

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2017-03

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 3337 Hamilton Ln *City, State, Zip: Pace FL 32571

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-4-17

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2017-03

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor __X__ Against

*Name: Mike whitehead

*Address: 3200 Marcus Pointe Blvd *City, State, Zip: Pen 32505

Email Address: mikewhitehead@cox.net Phone: 324 3129

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12249 **Growth Management Report 12. 9.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/25/2017
Issue: 5:51 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:51 p.m. A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on April 4, 2017, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:
Rezoning cases Z-2016-13 and Z-2017-03 were heard by the Planning Board on April 4, 2017. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning cases.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:
No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:
A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2017-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2017-03**
Address:	101 Beverly Parkway
Property Reference No.:	46-1S-30-2001-024-018
Property Size:	0.17 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre, lodging unit density not limited by

DRAFT

zoning)

FLU Category: MU-U, Mixed-Use Urban

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12226 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/25/2017
Issue: Acceptance of Temporary (Five-Year) Restriction from Development of Property and Acceptance of Property for Corridor Preservation - Briar Ridge, LLC
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Acceptance of Temporary (Five-Year) Restriction from Development of Property and Acceptance of Property for Corridor Preservation - Briar Ridge, LLC

That the Board authorize staff to proceed with the process of accepting/acquiring the donated property.

BACKGROUND:

Briar Ridge is the owner of a 93-acre parcel of land in the County. Briar Ridge has submitted land use applications to change the Future Land Use category for approximately 56 acres of land from Industrial to Mixed Use-Suburban and to change the zoning district from Industrial to Low Density Residential.

The County adopted Ordinance 2007-81 in December 2007, known as the Corridor Preservation Ordinance, for the purpose of preservation of a transportation corridor which would serve to connect the areas surrounding Nine Mile Road and Beulah Road and Interstate 10. Briar Ridge's property is subject to the Corridor Preservation Ordinance.

The County, in conjunction with its transportation consultant, has determined through preparation of the Alternative Corridor Evaluation Report that said transportation corridor, if developed, will foreseeably follow Isaacs Lane, a County maintained dirt road located adjacent to the property owned by Briar Ridge. The County has determined that 104.5 feet of right-of-way is needed if a four-lane highway is to be constructed. Briar Ridge recognizes the Corridor Preservation Ordinance and would also benefit from construction of the transportation corridor. The public would benefit from construction of same.

Briar Ridge wishes to donate the westernmost 50 feet of property for use in construction

of a transportation corridor if the property is in the Mixed-Use Suburban Future Land Use Category and the Low Density Residential zoning district at the time of the donation. Briar Ridge further agrees to preserve the westernmost 50 feet of their property in the portion remaining zoned Industrial and to work cooperatively with the County or other government entity, if needed, in the future for development of the transportation corridor.

The County previously entered into an Agreement with Briar Ridge whereby the County agreed to accept the donation of land and the temporary restriction from development on the subject parcel in furtherance of the purpose and intent of the Corridor Preservation Ordinance.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

This item has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Backup Documentation

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Board of County Commissioners

FROM: Commissioner Jeff W. Bergosh, Vice Chairman, District 1

DATE: March 16, 2017

ISSUE: Agreement Concerning Briar Ridge, LLC, between Escambia County, Florida and Briar Ridge, LLC and Acceptance by the County of Temporary Restriction from Sale, Transfer, or Development of Property for Corridor Preservation

RECOMMENDATION:

That the Board take the following action:

A. Accept and authorize the Chairman to sign the Agreement concerning Briar Ridge, LLC, between Escambia County, Florida and Briar Ridge, LLC, and

B. Accept and authorize the Chairman to sign the Temporary Restriction from Sale, Transfer, or Development of Property for Corridor Preservation.

BACKGROUND:

The proposed agreement is between Briar Ridge, LLC, a limited liability company created and existing under the laws of Florida and Escambia County. Briar Ridge is the owner of a 93 acre parcel of land in the County. Briar Ridge has submitted land use applications to change the Future Land Use category for approximately 56 acres of land from Industrial to Mixed Use-Suburban and to change the zoning district from Industrial to Low Density Residential.

The County adopted Ordinance 2007-81 in December 2007, known as the Corridor Preservation Ordinance, for the purpose of preservation of a transportation corridor which would serve to connect the areas surrounding Nine Mile Road and Beulah Road and Interstate-10. Briar Ridge's property is subject to the Corridor Preservation Ordinance.

The County, in conjunction with its transportation consultant, has determined through preparation of the Alternative Corridor Evaluation Report that said transportation corridor, if developed, will foreseeably follow Isaacs Lane, a County maintained dirt road located adjacent to the property owned by Briar Ridge. The County has determined that 104.5 feet of right-of-way is needed if a four lane highway is to be constructed. Briar Ridge recognizes the Corridor Preservation Ordinance and would also benefit from construction of the transportation corridor. The public would benefit from construction of same.

Briar Ridge wishes to donate the westernmost 50 feet of property for use in construction of a transportation corridor if the property is in the Mixed-Use Suburban Future Land Use Category and the Low Density Residential zoning district at the time of the donation. Briar Ridge further agrees to preserve the westernmost 50 feet of their property in the portion remaining zoned Industrial and to work

cooperatively with the County or other government entity if needed in the future for development of the transportation corridor.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Agreement and Temporary Restriction from Sale, Transfer, or Development of Property for Corridor Preservation has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Agreement
Temporary Restriction from Sale, Transfer, or Development of Property for Corridor Preservation

Escambia County
Clerk's Original

3/16/2017 Bergos#
Add-on #1

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AGREEMENT CONCERNING BRIAR RIDGE, LLC,
BETWEEN ESCAMBIA COUNTY, FLORIDA
AND BRIAR RIDGE, LLC.

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and Briar Ridge, LLC, a limited liability company, created and existing under the laws of the State of Florida, (hereinafter referred to as "Briar Ridge") with administrative offices located at 201 E. Government Street, Suite 20, Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

WITNESSETH:

WHEREAS, Briar Ridge is the owner of a 93 acre parcel of land in Escambia County; more particularly described as Parcel # 34-1N-31-2101-000-001 (the "Property"); and

WHEREAS, Briar Ridge submitted an application to change the Future Land Use category for approximately 56 acres of the Property from Industrial to Mixed Use – Suburban (Application LSA 2016-03), and to change the zoning district from Industrial to Low Density Residential (Application Z-2016-11); and

WHEREAS, the purpose of the land use changes is to allow development of the 56 acres as a single-family subdivision; and

WHEREAS, the County adopted Ordinance 2007-81 in December 2007, known as the Corridor Preservation Ordinance, for the purpose of preservation of a transportation corridor which would serve to connect the areas surrounding Nine Mile Road and Beulah Road with Interstate-10; and

WHEREAS, the County may limit certain development activities on property which is subject to the Corridor Preservation Ordinance; and

WHEREAS, the County, in conjunction with its transportation consultant, has determined through preparation of the Alternative Corridor Evaluation Report that said transportation corridor, if developed, will foreseeably follow Isaacs Lane, a County maintained dirt road located adjacent to the western boundary of the Property; and

WHEREAS, the County has determined that 104.5 feet of right-of-way will be needed if a four lane highway is constructed to connect Beulah Road to a new I-10 Interchange at the northern end of Isaacs Lane, if the Interchange is approved for construction; and

WHEREAS, a portion of the needed right-of-way will be provided by the existing Isaacs Lane right-of-way; and

Date: 3/23/2017 Verified By: [signature]

WHEREAS, Briar Ridge recognizes the Corridor Preservation Ordinance; and

WHEREAS, Briar Ridge's development would benefit from construction of the transportation corridor in the vicinity of their development; and

WHEREAS, Briar Ridge wishes to work with the County for the benefit of its development and for the benefit of the public; and

WHEREAS, Briar Ridge wishes to donate the westernmost 50 feet of the Property that is described in Applications LSA 2016-03 and Z-2016-11, for use in the development of the transportation corridor, if the Property is in the Mixed-Use Suburban Future Land Use Category and the Low Density Residential zoning district at the time of the donation; and

WHEREAS, the County wishes to accept the donation of the westernmost 50 feet of the Property for use in the construction of the transportation corridor; and

WHEREAS, the County and Briar Ridge desire to work together cooperatively to ensure that adequate right-of-way, if needed in the future to improve Isaacs Lane, will be available at fair market value to any governmental entity that may need to acquire right-of-way; and

WHEREAS, Briar Ridge can afford to make this offer to the County if its financial condition is improved by receiving the requested land use changes to the Mixed Use – Suburban Future Land Use category, with Low Density Residential zoning for the requested 56 acres; and

WHEREAS, Briar Ridge desires to avoid a legal dispute with the County; and

WHEREAS, the County desires to avoid a legal dispute with Briar Ridge;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to the Agreement hereby agree as follows:

Article 1
Purpose

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Article 2
Responsibilities of the Parties

2.1 In return for the County's transmittal and processing of the pending land use applications; and in return for the County's willingness to treat Briar Ridge fairly if additional property is needed from Briar Ridge in the future to support the I-10 Interchange project, Briar Ridge offers the consideration described herein.

2.2 Briar Ridge will donate to the County the westernmost 50 feet of the Property that is described in Applications LSA 2016-03 and Z-2016-11, if the property described in these land use applications is in the Mixed Use – Suburban Future Land Use category and the Low Density Residential zoning district at the time of the donation by Briar Ridge.

a. The land donation will be by Warranty Deed, with the deed to be issued within 60 days of the approval of the requested Future Land Use category and zoning district, unless either County Ordinance approving LSA 2016-03 and Z-2016-11 has been either appealed or otherwise challenged in a court action. If the land use changes are either appealed or challenged, transfer shall occur within 15 days of a favorable (to Briar Ridge) final resolution of the appeal or court challenge.

b. The donation will be at no cost to the County, except that the County will pay any recording fees and documentary stamp taxes that are assessed on the transfer.

c. The deed transferring the donated property will include a future use restriction preventing any use other than for public or private expansion of Isaacs Lane as a paved roadway. If the property is not used for the allowed purpose, the donated property will remain in its natural state.

2.3 At the time of Execution of this Agreement, Briar Ridge will record a document in the Official Records of Escambia County preserving the westernmost 50 feet of the full length of its property, Parcel # 34-1N-31-2101-000-001, preserving and protecting this portion of the property from any development. The document described in this subparagraph and which is to be recorded will include a provision pursuant to which the corridor preservation will terminate automatically and without further action by either Briar Ridge or the County upon the first to occur of the following two events: (1) the recordation of the transfer of property to the County that is described in paragraph 2.2; or (2) the determination by the County to deny either pending land use application; namely LSA 2016-03 or Z-2016-11.

2.4 At the same time that the property described in paragraph 2.2 is transferred to the County, Briar Ridge will execute a document appropriate for recording in the Official Records of Escambia County that will preserve from any development or use the westernmost 50 feet of the Briar Ridge Property that remains in the Industrial land use category after adoption of Ordinances approving LSA 2016-03 and Z-2016-11, subject to the conditions stated below.

a. The duration of the voluntary preservation of current use (undeveloped land) will be for 5 years from the date of execution of the document to be recorded; however, at the option of the County, the document may contain a provision that will allow one or more extensions of the preservation period, upon mutual agreement of Briar Ridge and the County. However, if a final determination is made by the County within

the initial 5 years, or any extension thereof, that the preserved corridor will NOT be needed to support a new I-10 Interchange, then the document shall provide that the County will sign an appropriate written confirmation that will remove the preservation requirement imposed pursuant to this Agreement.

b. The County may enforce the preservation grant by denying any request for a development order or other land use permit that would authorize a use of the preserved 50 foot corridor that is not acceptable to the County.

c. The document preserving the 50 foot corridor shall run with the land and be binding on successors and assigns of Briar Ridge.

d. If the County notifies Briar Ridge that it desires to take title to the 50 foot corridor that remains in the Industrial land use category and which is preserved from development by this Agreement, Briar Ridge will negotiate, in good faith, on a transfer of the remaining corridor to the County or other government agency at fair market value as of the date of transfer. If Briar Ridge and the County are unable to mutually agree on a fair market value purchase of the preserved corridor, Briar Ridge will consent to (not contest) the propriety of an eminent domain proceeding filed by the County, or another government agency, under Chapter 73 and/or Chapter 74, Florida Statutes. Fair market value will then be determined as required by Chapter73 and/or Chapter 74, Florida Statutes.

2.5 Briar Ridge makes no demand on the County Commission with respect to its review and consideration of LSA 2016-03 and Z-2016-11.

2.6 The County will process LSA 2016-03 and Z-2016-11 in the manner required by the County Comprehensive Plan, the County Land Development Code, and relevant provisions of Chapter 163, Florida Statutes.

2.7 Briar Ridge will work with the County to ensure that documents suitable for recording are ready for review by the County Commission by no later than the "adoption hearing" for LSA-2016-03 and the rezoning hearing for Z-2016-11.

Article 3
General Provisions

3.1 Term: This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

3.2 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Briar Ridge agrees to be fully responsible for its

negligent acts or omissions or tortuous acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against Briar Ridge and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein shall be construed as consent by the County to be sued in anymatter arising out of this Agreement.

3.3 Insurance: Each party shall insure its own interests through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

3.4 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

3.5 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.6 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.7 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

b. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:
Escambia County
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

TO BRIAR RIDGE:
Attn: Mr. Bolley L. Johnson
Briar Ridge
201 E. Government Street, Suite 20
Post Office Box 1392
Pensacola, FL 32591

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and Briar Ridge, LLC, signing by and through its Manager.

COUNTY:
Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Dated: March 22, 2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: _____ (Seal)
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/16/17

Witness:

_____
Print: Willie Albritton

_____
Print: Lynette A. Monroe

BRIAR RIDGE, LLC, a Florida limited liability company,

By: _____
Bolley L. Johnson, Manager

Dated: March 15th, 2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by Bolley L. Johnson as Managing Member of Briar Ridge, LLC. He is (✓) personally known to me, or (___) has produced _____ as identification.

_____
Signature of Notary

Amber Brownlee
Printed Name of Notary

AMBER BROWNLEE
MY COMMISSION # FF 199676
EXPIRES: January 14, 2019
Bonded Thru Notary Public Underwriters

BCC Approved 03-16-2017

3/14/2017 Bressoud Add-on #1

Prepared by:
Office of the County Attorney
Escambia County, Florida
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Date: 3/23/2017 Verified By: D. Carver

TEMPORARY RESTRICTION FROM SALE, TRANSFER, OR DEVELOPMENT OF PROPERTY FOR CORRIDOR PRESERVATION
(Limited Liability Company)

THIS GRANT OF A TEMPORARY RESTRICTION FROM SALE, TRANSFER, OR DEVELOPMENT made this 16th day of March, 2017, by and between Briar Ridge, LLC, a limited liability company organized under the laws of the State of Florida, whose mailing address is 201 E. Government Street, Suite 20, Post Office Box 1392, Pensacola, Florida 32591 ("Grantor," which term shall include the singular and plural, masculine and feminine), 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).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida, and described more specifically as Parcel No. 34-1N-31W-2101-000-001 (the "Property") ; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the Property, conveyance from the Grantor of a Temporary Restriction from Sale, Transfer, or Development of the below described portion of the Property; and

WHEREAS Grantor has agreed to grant a Temporary Restriction from Sale, Transfer, or Development to Grantee in and over a limited portion of the Property, as described below and under the terms and conditions set forth in this document; and

WHEREAS the intent of the Temporary Restriction from Sale, Transfer, or Development is to ensure that the restricted property will be retained and maintained, for the period of time specified herein, predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Temporary Restriction for Corridor Preservation;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, so long as the assign is another governmental entity, a Temporary Restriction in and over the following described property:

The westernmost fifty (50) feet of Parcel No. 34-1N-31W-2101-000-001, located in Escambia County, Florida, and lying adjacent to Isaacs Lane, a County maintained road.

This Temporary Restriction from Sale, Transfer, or Development is granted with the following express conditions:

1. The restricted property shall be maintained in its present condition free from any Sale, Transfer, or Development for the period of time specified herein

2. The Temporary Restriction from Sale, Transfer, or Development of the restricted property shall terminate upon the first to occur of the following two events: (1) the recordation of the transfer of property to the County of the southernmost portion of the 50 foot corridor on this parcel which is zoned Low Density Residential with a Future Land Use Category of Mixed Use - Suburban; or (2) the determination by the Board of County Commissioners to deny either pending land use application pertaining to Parcel No. 34-1N-31W-2101-000-001; namely LSA 2016-03 or Z-2016-11.

3. This Temporary Restriction shall prohibit the following activities on the restricted property:

   a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

   b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

   c. Removal or destruction of trees, shrubs, or other vegetation, with the exception of nuisance and exotic plant species.

   d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

   e. Acts or uses detrimental to such retention of land or water areas.

   f. Sale of the Property.

   g. Transfer of the Property to any entity other than Escambia County or its assigns.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Temporary Restriction in the natural vegetative and hydrologic condition existing at the time of execution of this Temporary Restriction.

5. The Temporary Restriction runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Temporary Restriction may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action, the prevailing party is entitled to

recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Temporary Restriction. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Temporary Restriction shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

Witness Jesse W. Rigby
Print Name Jesse W. Rigby

Witness
Print Name Alain Espinosa

BRIAR RIDGE, LLC, a Florida limited liability company,

By:
Bolley L. Johnson, Manager

Dated: March 16th, 2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of March, 2017, by Bolley L Johnson as (select one title: Manager/Member/Managing Member) of Briar Ridge, LLC (name of limited liability company). He/She (_) is personally known to me, or (X) produced current Florida Drivers License as identification.

Signature of Notary Public

Alain Espinosa
Printed Name of Notary Public

ALAIN ESPINOSA
MY COMMISSION # GG 047118
EXPIRES: November 14, 2020
Bonded Thru Budget Notary Services

(Notary Seal)

ACCEPTANCE

This Temporary Restriction accepted by Escambia County, Florida on the 22nd day of March, 2017, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 16th day of March, 2017,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

Date Executed
3/22/2017

ATTEST: Pam Childers
Clerk of the Court

_____
By: Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: C Crawford, ACA
Date: 3/16/17

Prepared by:
Office of the County Attorney
Escambia County, Florida
221 Palafox Place, Suite 430
Pensacola, Florida 32502

TEMPORARY (FIVE YEAR) RESTRICTION FROM DEVELOPMENT OF PROPERTY FOR CORRIDOR PRESERVATION
(Limited Liability Company)

THIS GRANT OF A TEMPORARY (FIVE YEAR) RESTRICTION FROM DEVELOPMENT made this _____ day of _____, 2017, by and between Briar Ridge, LLC, a limited liability company organized under the laws of the State of Florida, whose mailing address is 201 E. Government Street, Suite 20, Post Office Box 1392, Pensacola, Florida 32591 ("Grantor," which term shall include the singular and plural, masculine and feminine), 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).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida, and described more specifically as Parcel No. 34-1N-31W-2101-000-001 (the "Property"); and

WHEREAS Grantor has agreed to grant a Temporary Restriction from Development to Grantee in and over a limited portion of the Property, as described below and under the terms and conditions set forth in this document; and

WHEREAS the intent of the Temporary Restriction from Development is to ensure that the restricted property will be maintained, for the term specified herein, predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Temporary Restriction;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, so long as the assign is another governmental entity, a Temporary Restriction in and over the following described property:

> The westernmost fifty (50) feet of Parcel No. 34-1N-31W-2101-000-001, located in Escambia County, Florida, and lying adjacent to Isaacs Lane, a County maintained road; less and except that portion of this fifty (50) feet width strip of land transferred by Briar Ridge, LLC to Escambia County by Warranty Deed dated _____ and recorded in the Official Records of Escambia County at Book _____, page _____; and less and except that parcel of land transferred by Briar Ridge, LLC, to Smart Living, LLC by Warranty Deed dated _____ and recorded in the Official Records of Escambia County at Book _____, page _____.

This Temporary Restriction from Development is granted with the following express conditions:

1. The restricted property shall be maintained in its present condition free from any Development for a period of five years from the date of the recording of this Document in the Official Records of Escambia County, Florida. This term may be extended with the express written consent of Briar Ridge or its successors or assigns.

2. This Temporary Restriction from Development of the restricted property shall terminate upon the first of the following occurrences: (1) notification from the County that the restricted land will not be needed to support the needs of the government and filing in the Official records of the County a document signed by the County releasing the property from the restriction and authorizing removal of the preservation; (2) transfer of the restricted land to the County or other government agency; or (3) the expiration of the term of the Temporary Restriction, or of any extension thereof, more fully described herein.

3. This Temporary Restriction shall prohibit the following activities on the restricted property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

c. Removal or destruction of trees, shrubs, or other vegetation, except for nuisance and exotic plant species.

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e. Acts or uses detrimental to preservation of land or water areas consistent with the terms of this Temporary Restriction..

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Temporary Restriction in the natural vegetative and hydrologic condition existing at the time of execution of this Temporary Restriction.

5. The Temporary Restriction runs with the land and is binding on the Grantor and its successors and assigns.

DRAFT

6. The Temporary Restriction may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action, the prevailing party is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Temporary Restriction. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Temporary Restriction shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

SIGNED IN THE PRESENCE OF:

Witness _____
Print Name _____

BRIAR RIDGE, LLC, a Florida limited liability company,

Witness _____
Print Name _____

By: _____
Bolley L. Johnson, Manager

Dated: _____, 2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2017, by Bolley L. Johnson as Managing Member of Briar Ridge, LLC, a Florida limited liability company, on behalf of the company. He (_) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

(Notary Seal)

DRAFT

ACCEPTANCE

This Temporary Restriction accepted by Escambia County, Florida on the _____ day of _____, 2017, 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

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

DRAFT

This document was prepared by:
Office of the County Attorney
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

HIS DEED is made and entered into this _____ day of _____, 2017, by and between Briar Ridge, LLC, a Florida limited liability company, whose address is 201 E. Government Street, Suite 20, Pensacola, FL 32502 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Zero Dollars ($0.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

See attached Exhibit A.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2017 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

Use of the Property by Grantee, and its successors or assigns is limited ONLY to the private or public expansion of Issacs Lane as a paved roadway. The Property will remain in its natural state, unless it is used for the allowed purpose. This use restriction may be enforced by any present or future fee simple owner of any portion of the property described by Escambia County Parcel Reference # 34-1N-31-2101-000-001, as of May 25, 2017.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

DRAFT

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

BRIAR RIDGE, LLC, a Florida
limited liability company

Witness _____ _____
Print Name _____ Bolley L. Johnson, Managing Member

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2017, by Bolley L. Johnson as Managing Member of Briar Ridge, LLC, a Florida limited liability company, on behalf of the company. He (_) is personally known to me, or (_) produced current _____ as identification.

_____
Signature of Notary Public

_____
(Notary Seal) Printed Name of Notary Public

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12252 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/25/2017
Issue: Action Item - Interlocal Agreement between Escambia County and the City of Pensacola for Airport Hazard and Incompatible Land Use Zoning
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

A Recommendation Concerning the Review of an Interlocal Agreement between Escambia County and the City of Pensacola for Airport Hazard and Incompatible Land Use Zoning

That the Board review and authorize the Chairman to sign the Interlocal Agreement for Airport Hazard and Incompatible Land Use Zoning, pursuant to Chapter 333, Florida Statutes.

BACKGROUND:

Pursuant to the provisions of §163.01 and §333.03(1)(b)(1), Florida Statutes, the County and the City of Pensacola are required to enter into an interlocal agreement. The County and the City have determined that the best compliance is through entering into this Interlocal Agreement (hereafter, the "Agreement"). It is the intent of the language and regulations within the Agreement to ensure the continued safe and efficient use of navigable airspace and operation of airports, airfields and other air navigation or communication facilities within the county.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Interlocal Agreement has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Interlocal Agreement for Airport Hazard and Incompatible Land Use Zoning

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STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT FOR AIRPORT HAZARD AND INCOMPATIBLE LAND USE ZONING, PURSUANT CHAPTER 333, FLORIDA STATUTES BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

WITNESSETH:

WHEREAS, the parties have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County and City constitute "political subdivisions" pursuant to Chapter 333, Florida Statutes, with respect to the adoption and enforcement of airport zoning regulations under the provision of that statute; and

WHEREAS, airport hazards may endanger property and the lives of occupants of land in its vicinity; and

WHEREAS, airport hazards may reduce the size of the area available for the taking off, maneuvering, or landing of aircraft, thus tending to destroy or impair the utility of the airport and the public investment therein; and

WHEREAS, certain activities and uses of land in the immediate vicinity of airports as enumerated in § 333.03(2) are not compatible with normal airport operations, and may, if not regulated, also endanger the lives of the participants and neighboring communities, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

WHEREAS, the creation or establishment of airport hazard areas, runway protection zones, and regulation of the incompatible use of land in airport vicinities protect the community served by the airport from public nuisances and injury; and

WHEREAS, it is necessary and in the public interest of the public health, public safety, and general welfare of the citizens of the City of Pensacola and Escambia County that the creation of airport hazard zones, runway protection zones, and the regulation of incompatible land uses be established; and

WHEREAS, elimination and prevention of airport hazards and incompatible land uses

are public purposes for which political subdivisions may raise or expend public funds and acquire land or property interests therein, or air rights thereover; and

WHEREAS, the City owns and operates the Pensacola International Airport (hereinafter, "PNS"), which is situated within the municipal limits of the City; and

WHEREAS, the Airport Hazard Area, as defined in §333.01(4), Florida Statutes, as it pertains to PNS, is located almost entirely within the City's municipal limits; and

WHEREAS, the County owns and operates a heliport at the Perdido Key Fire Station; and

WHEREAS, the heliport hazard area is located entirely within the County; and

WHEREAS, there are multiple public and private airports located within the incorporated and unincorporated areas of the County, as outlined in **Exhibit A** to this agreement; and

WHEREAS, some Airport Hazard Areas are located wholly or partly in the unincorporated areas of Escambia County, while other such areas are located wholly or partly in the territorial limits of the City; and

WHEREAS, the County and the City have heretofore adopted regulations pursuant to Chapter 333, Florida Statutes, but those regulations are presently in need of updating in order to comply with subsequent changes to the statute; and

WHEREAS, the County and the City are required by §333.03(1)(b), Florida Statutes, to either: 1) enter into an interlocal agreement in accordance with §333.03(1)(b)(1), or 2) by ordinance or resolution create a joint airport zoning board pursuant to § 333.03(1)(b)(2); and

WHEREAS, the County and the City have determined that the requirements of §333.03(1)(b) can best be complied with by this Interlocal Agreement (hereafter, the "Agreement"); and

WHEREAS, by entering into this Agreement pursuant to the provisions of §163.01 and §333.03(1)(b)(1), the County and the City acknowledge their obligation, in conformity with §333.03(1)(b)(1) to adopt, administer, and enforce updated airport zoning regulations applicable to the airport hazard areas, and restricting the use of land adjacent to or in the immediate vicinity of airport activities and purposes compatible with the continuation of normal airport operations including landing and takeoff of aircraft to promote public health, safety and general welfare; and

WHEREAS, the purpose of all airport zoning regulations is to provide both airspace protection and provide for land uses that are compatible with airport operations; and

WHEREAS, each aspect of this purpose requires independent justification in order to promote the public interest in safety, health, and general welfare; and

WHEREAS, the parties have determined that it is in the best interest of the health, safety, and welfare of the citizens of both the incorporated and unincorporated areas of Escambia County that the County and the City enter this agreement for cooperation as provided herein.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Article 1
Purpose

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will adopt, administer, and enforce, under the police power and in the matter and upon the conditions prescribed in Chapter 333, Florida Statutes, airport protection zoning regulations for such airport hazard area.

Article 2
Definitions

2.1 "Airport" means any area of land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.

2.2 "Airport hazard" means an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

2.3 "Airport hazard area" means any area of land or water upon which an airport hazard might be established.

2.4 "Airport land use compatibility zoning" means airport zoning regulations governing the use of land on, adjacent to, or in the immediate vicinity of airports.

2.5 "Airport master plan" means a comprehensive plan of an airport which typically describes current and future plans for airport development designed to support existing and future aviation demand.

2.6 "Airport protection zoning regulations" means airport zoning regulations governing airport hazards.

2.7 "Department" means the Department of Transportation as created under §20.23, Florida Statutes.

2.8 "Educational facility" means any structure, land, or use that includes a public or private kindergarten through 12th grade school, charter school, magnet school, college campus, or university campus. The term does not include space used for educational purposes within a multitenant building.

2.9 "Landfill" has the same meaning as provided in §403.703, Florida Statutes.

2.10 "Obstruction" means any existing or proposed object, terrain, or structure construction or alteration that exceeds the federal obstruction standards contained in 14 C.F.R. part 77, subpart C. The term includes:

a. Any object of natural growth or terrain;
b. Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
c. Alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

2.11 "Person" means any individual, firm, copartnership, corporation, company, association, joint-stock association, or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

2.12 "Political subdivision" means the local government of any county, municipality, town, village, or other subdivision or agency thereof, or any district or special district, port commission, port authority, or other such agency authorized to establish or operate airports in the state.

2.13 "Public-use airport" means an airport, publicly or privately owned, licensed by the state, which is open for use by the public.

2.14 "Runway protection zone" means an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

2.15 "Structure" means any object constructed, erected, altered, or installed, including, but not limited to, buildings, towers, smokestacks, utility poles, power generation equipment, and overhead transmission lines.

Article 3
Responsibilities of the Parties

3.1 Pursuant to the procedures specified in Chapter 333, Florida Statutes, the County has adopted, and shall amend as required from time to time, the Airport Zoning Regulations set forth in its Land Development Code and its Comprehensive Plan, relating to, among other things, the height of buildings, structures, and natural objects, and uses of property, in compliance with §§ 333.01–333.13, Florida Statutes.

3.2 Pursuant to the procedures specified in Chapter 333, Florida Statutes, the City has adopted, and shall amend as required from time to time, the Airport Zoning Regulations set forth in its Code of Ordinances and its Comprehensive Plan, relating to, among other things, the height of buildings, structures, and natural objects, and uses of property, in compliance with §§ 333.01– 333.13, Florida Statutes.

3.3 Both the County and the City shall provide a process, within its respective jurisdiction, to:

a. Issue or deny permits.

b. Provide a copy of complete applications for any permit to the Department of Transportation, aviation office.
c. Enforce the issuance or denial of a permit or other determination.
d. Establish a process for appeals as required by §333.09(3), Florida Statutes.

3.4 The Airport Zoning Regulations for both the County and the City shall require, but not be limited to, the following:
a. A permit for construction or alteration of any obstruction;
b. Obstruction marking and lighting for obstructions;
c. Documentation showing compliance with the federal requirement for notification of proposed construction or alteration of structures and a valid aeronautical study submitted by each person applying for a permit;
d. Consideration of the criteria in §333.025(6) and §333.07(2), as amended, when determining whether to issue or deny a permit, which such criteria shall include but not be limited to:
1) The safety of persons on the ground and in the air.
2) The safe and efficient use of navigable air space.
3) The nature of the terrain and height of existing structures.
4) The effect of the construction or alteration of an obstruction on the state licensing standards for a public-use airport contained in Chapter 330, Florida Statutes, and rules adopted thereunder.
5) The character of existing and planned flight operations and developments at public-use airports.
6) Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.
7) The effect of the construction or alteration of an obstruction on the minimum descent altitude or the decision height at the affected airport.
8) The cumulative effects on navigable airspace of all existing obstructions on the minimum descent altitude or the decision height at the affected airport.
9) Any additional requirements adopted by the County or City pertinent to evaluation and protection of airspace and airport operations.
e. The approval of a permit shall not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard.
f. In issuing a permit, the County or the City shall require the owner of the obstruction to install, operate, and maintain thereon, at his or her own expense, marking and lighting in conformance with the specific standards established by the Federal Aviation Administration.

3.5 Both the County and the City shall adopt, administer, and enforce airport land use zoning regulations.

3.6 Both the County and the City's airport land use zoning regulations shall include, but not be limited to, the following:
a. The prohibition of new landfills and the restriction of existing landfills within the following areas:
1) Within 10,000 feet from the nearest point of any runway used or planned to be used by turbine aircraft.
2) Within 5,000 feet from the nearest point of any runway used by only nonturbine aircraft.
3) Outside the perimeters defined in subparagraphs 3.6(a)(1) and (2) of this

Agreement, but still within the lateral limits of civil airport imaginary surfaces defined in 14 C.F.R. s. 77.19. Case-by-case review of such landfills is advised.

b. Where any landfill is located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.
c. Where an airport authority or other governing body operating a public-use airport has conducted a noise study in accordance with 14 C.F.R. part 150, or where a public-use airport owner has established noise contours pursuant to another public study approved by the Federal Aviation Administration, the prohibition of incompatible uses, as established in the noise study in 14 C.F.R. part 150, Appendix A or as a part of an alternative Federal Aviation Administration- approved public study, within the noise contours established by any of these studies, except if such uses are specifically contemplated by such study with appropriate mitigation or similar techniques described in the study.
d. Where an airport authority or other governing body operating a public-use airport has not conducted a noise study, the prohibition of residential construction and any educational facility, except aviation school facilities, within an area contiguous to the airport measuring one-half the length of the longest runway on either side of and at the end of each runway centerline.
e. The restriction of new incompatible uses, activities, or substantial modifications to existing incompatible uses within runway protection zones.

3.7 Both the County and the City shall independently provide a copy of all its airport zoning regulations and airport land use compatibility zoning regulations, and any related amendments, to the State of Florida Department of Transportation's aviation office within thirty (30) days after adoption.

3.8 Paragraph 3.6 shall not be construed to require the removal, alteration, sound conditioning, or other change, or to interfere with the continued use or adjacent expansion of any educational facility or site in existence on July 1, 1993.

3.9 Neither the County nor the City is prohibited from establishing airport zoning regulations more restrictive than prescribed in Chapter 333, Florida Statutes, in order to protect the health, safety, and welfare of the public in the air and on the ground.

3.10 In the event of any conflict between any airport zoning regulations adopted under Chapter 333, Florida Statutes, and any other regulations applicable to the same area, whether the conflict be with respect to the height of the structures or vegetation, the use of land, or any other matter, and whether such regulations were adopted by the political subdivision that adopted the airport zoning regulations or by some other political subdivision, be it the County or the City or another, the more stringent limitation or requirement shall govern and prevail.

3.11 Both the County and the City, in their respective capacities, by action of their legislative bodies, shall adopt, amend, or repeal any airport zoning regulations only after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the hearing shall be published at least once a week

for two consecutive weeks in a newspaper of general circulation in the political subdivision or subdivisions where the airport zoning regulations are to be adopted, amended, or repealed.

3.12 Both the County and the City agree all airport zoning regulations adopted shall be reasonable and may not impose any requirement or restriction which is not reasonably necessary to effectuate the purposes of Chapter 333, Florida Statutes. Both the County and the City shall consider, among other things, the character of the flying operations expected to be conducted at the airport, the nature of the terrain within the airport hazard area and runway protection zone, the character of the neighborhood, the uses to which the property to be zoned is put and adaptable, and the impact of any new use, activity, or construction on the airport's operating capability and capacity.

3.13 Both the County and the City agree that construction in a runway protection zone which does not exceed airspace height restrictions is not conclusive that such use, activity, or construction is compatible with airport operations.

3.14 Both the County and City agree that any airport protection zoning regulation adopted may not require the removal, lowering, or other change or alteration of any structure not conforming to the regulation when adopted or amended, or otherwise interfere with the continuance of any nonconforming use, except as otherwise provided.

3.15 Both the County and the City shall each develop a permitting scheme for permitting of airspace obstructions.

3.16 Both the County and City agree that their individual permitting schemes shall substantially comply with §333.07, Florida Statutes, including but not limited to:

a. A person proposing to construct, alter, or allow an airport obstruction in an airport hazard area in violation of the airport protection zoning regulations adopted under this chapter must apply for a permit. A permit may not be issued if it would allow the establishment or creation of an airport hazard or if it would permit a nonconforming obstruction to become a greater hazard to air navigation than it was when the applicable airport protection zoning regulation was adopted which allowed the establishment or creation of the obstruction, or than it is when the application for a permit is made.

b. If the County or City determines that a nonconforming obstruction has been abandoned or is more than 80 percent torn down, destroyed, deteriorated, or decayed, a permit may not be granted if it would allow the obstruction to exceed the applicable height limit or otherwise deviate from the airport protection zoning regulations. Whether an application is made for a permit, the owner of the nonconforming obstruction may be required, at his or her own expense, to lower, remove, reconstruct, alter, or equip such obstruction as may be necessary to conform to the current airport protection zoning regulations. If the owner of the nonconforming obstruction neglects or refuses to comply with such requirement for 10 days after notice, the County or the City, through its appropriate agency, may proceed to have the obstruction so lowered, removed, reconstructed, altered, or equipped and assess the cost and expense thereof upon the owner of the obstruction or the land whereon it is or was located.

3.17 All zoning regulations adopted by the County or the City shall provide for the administration and enforcement of such regulations by the entity imposing same. The duties of each shall include that of hearing and deciding all permits, as they pertain to the jurisdiction, and all other matters applying to said jurisdiction.

3.18 Both the County and the City agree if a nonconforming obstruction is determined to be an airport hazard and the owner will not remove, lower, or otherwise eliminate it; the approach protection necessary cannot, because of constitutional limitations, be provided by airport zoning regulations; or it appears advisable that the necessary approach protection be provided by acquisition of property rights rather than by airport zoning regulations, then either the County or the City within which the property or nonconforming obstruction is located, or the political subdivision owning or operating the airport or being served by it, may acquire, by purchase, grant, or condemnation in the manner provided by Chapter 73, Florida Statutes, such property, air right, avigation easement, or other estate, portion, or interest in the property or nonconforming obstruction or such interest in the air above such property, in question, as may be necessary to effectuate the purposes of this chapter, and in so doing, if by condemnation, to have the right to take immediate possession of the property, interest in property, air right, or other right sought to be condemned, at the time, and in the manner and form, and as authorized by Chapter 74. In the case of the purchase of any property, easement, or estate or interest therein or the acquisition of the same by the power of eminent domain, the political subdivision making such purchase or exercising such power shall, in addition to the damages for the taking, injury, or destruction of property, also pay the cost of the removal and relocation of any structure or any public utility that is required to be moved to a new location.

3.19 The County shall apply the Airport Zoning Regulations as set forth in its Land Development Code and Comprehensive Plan.

3.20 The City shall apply the Airport Zoning Regulations as set forth in its Code of Ordinances and Comprehensive Plan.

3.21 Both the County and the City shall enforce its airport zoning regulations to 1) assure compliance with the minimum requirements set forth in Section 333.03(1)(c), Florida Statutes; 2) meet the intent of the FAA reviewed and accepted noise exposure maps, including the noise exposure maps in the final FAA approved Part 150 Noise Study, by adopting new zoning overlays compatible with those shown in the Part 150 Noise Study; and 3) make clear its intent to prevent encroachment into the Airport operational area or the FAA, Title 14, CFR, Part 77, airspace surfaces.

3.22 Each party shall, in writing, notify the other of each and every of the following:

a. Amendments. Any proposed amendment to their respective Code or Comprehensive Plan or any Airport Master Plan that may directly or indirectly affect any property within the area depicted in the Airport Zoning Regulations, or the Airport Hazard Area as defined in Section 333.01(4), Florida Statutes, or that may directly or indirectly impact the other party, shall be disclosed to the other party no later than thirty (30) calendar days prior to the date set for the initial Local Planning Agency public hearing to consider such amendments.

b. Applications. Obstacle Hazards to Air Navigation. Any Application for development activity, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance, or any other official action of a party that will have the effect of permitting the development or alteration of land or a structure (hereafter, "Application") for any property owned or controlled by any petitioner required to provide notice or prevent a hazard defined by Section 333.02, Florida Statutes, and/or Title 14, CFR, Parts 77.13, 77.17, 77.21, 77.23, 77.25, and 77.29, which include notice requirements and technical definitions for obstacles dangerous to air navigation, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.

c. Applications. Noise Compatible Land Use. Any Application for development activity for any property within the area of the noise contour as designated in the Airport Zoning Regulations, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance or any other action of a party which would have the effect of permitting development or alteration of land or structure, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.

d. Applications. Education Facilities Near Airports. Any Application for a public or private educational facility within any area starting at any end of any Airport runway, extending one-half the length of the longest runway on either side of and at the end of each runway centerline, as defined by Section 333.03(2)(d), Florida Statutes, shall be disclosed to the other party within ten (10) calendar days of the filing of such Application.

e. Applications. Staff Discretion. Any Application for development activity that could reasonably be expected to have an impact on the other party shall be disclosed to the other party within ten (10) calendar days of the filing of such Application. Applications expected to have an impact on the other party include, without limitation, any Application reflecting a potential hazard to air navigation or a potential land use that is incompatible with normal airport operations or endangers the public health, safety or welfare, as described in Section 333.03(2) and (3), Florida Statutes; any Application subject to Florida Department of Transportation (hereafter, "FDOT") Aviation or FAA permits or findings; and any Application for activities such as sanitary landfills, bird and other wildlife attractants, congregations of people, or emissions of light, smoke or other impairments to visibility.

f. Correspondence. When any party corresponds with the FAA or the FDOT regarding land uses at an Airport or any Airport operations, regarding any matter that could reasonably expected to have an impact on the other party, the party shall simultaneously provide the potentially impacted party with a copy of said correspondence.

3.23 Comments. Each party may provide comments on any Code, Plan, or Airport Master Plan amendment or Application for which notice was provided as required in Paragraph 3.22, above, within fourteen (14) calendar days of receipt of

notice as to any building permit and within thirty (30) calendar days of receipt of notice as to all other applications and the party may request that such time be extended to enable the application to be considered. All comments provided pursuant this Paragraph must be considered by the Party before making its final decision regarding each such amendment or Application.

3.24 FDOT Obstruction Permits Required. The Airport Zoning Regulations shall continue to require that no development order be issued by the City or by the County for the construction or alteration of structures dangerous to air navigation or for structures governed by Title 14, CFR, Part 77 unless a permit has first been obtained from FDOT Aviation (or FDOT Aviation confirms that no such permit is required), as applicable. Each jurisdiction shall be given the opportunity to review and make recommendations regarding whether the issuance of such permit adversely impacts its Airport operations.

Article 4
General Provisions

4.1 Termination and Amendment: This agreement shall commence on the Effective Date, as provided in paragraph 4.14. This Agreement may be amended from time to time, as deemed desirable or necessary, and shall be amended, to the extent required by law; and shall continue until lawfully terminated by mutual agreement.

4.2 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the City and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.

4.3 Insurance: Each party shall insure its own interests through appropriate insurance policies of through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.

4.4 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

4.5 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior

written consent of the other party.

4.6 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

4.7 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

4.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto because one party may have drafted or prepared any of the terms and provisions hereof. The parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this agreement.

4.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.

4.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

4.11 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia. Chapter 333, Florida Statutes, Airport Zoning, and Title 14, CFR, Part 77, Objects Affecting Navigable Airspace, subparts A, B, and C shall be utilized to clarify ambiguities, if any, regarding relevant aspects of the Agreement, including its scope, use, obstruction standards and definitions. Future amendments to Chapter 333 or Part 77 may also be utilized to clarify ambiguities with respect to the interpretation of this Agreement.

4.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:
County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY:
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

4.13 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

4.14 Effective Date: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

4.15 Enforcement of Agreement. Each party hereto may enforce this Agreement by any legal means whatsoever.

THIS SPACE INTENTIONALLY BLANK

DRAFT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor.

COUNTY:
Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court Date: _____

By: _____
Deputy Clerk

(Seal)

THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By: _____
Ashton J. Hayward III, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

(Seal)

DRAFT

EXHIBIT A

Escambia County Public and Private Airports, Florida:

All public airports and private airports in Escambia County, FL are listed below. Public airports include major hubs and airfields used for large carriers, jet liners and international flights as well as smaller public charter flights and personal aircraft. Private airports may require special permission, a private membership or use private charter flights.

Collier/Pine Barren Airpark Airport – FD89 Century, Florida Facility Usage: Private	Neal Collier 3251 S Pine Barren Rd Mc David, FL 32568 (904) 478-6477
Baptist Hospital Heliport – FL85 Pensacola, Florida Facility Usage: Private	Baptist Hospital 1000 W Moreno St Pensacola, FL 32501 (850) 434-2304
Coastal Airport – 83J (**Closed)** Pensacola, Florida Facility Usage: Public	Coastal Airport L.C.V. 6001 West Nine Mile Rd Pensacola, FL 32526 (850) 944-1284
Saufley Field NOLF – NUN (**Closed)** Pensacola, Florida Facility Usage: Private	U.S. Navy COMTRAWING NAS Whiting Field, FL 32570
Ferguson Airport – 82J Pensacola, Florida Facility Usage: Public	Brown Helicopter, Inc. 10100 Aileron Ave Pensacola, FL 32506 (850) 455-0971
Pensacola NAS/Forrest Sherman Field Airport – NPA Pensacola, Florida Facility Usage: Private	U.S. Navy Oceanographic OFC-Code 3142 Washington, DC 20373 (850) 452-2735
Pensacola International Airport – PNS Pensacola, Florida Facility Usage: Public	City of Pensacola 2430 Airport Blvd, Suite 225 Pensacola, FL 32504 (850) 436-5000
Sacred Heart Hospital Heliport – 9FD1 Pensacola, Florida Facility Usage: Private	Sacred Heart Hospital 5151 North 9th Ave Pensacola, FL 32504 (850) 416-7572
West Florida Regional Medical Center Heliport – FL24 Pensacola, Florida Facility Usage: Private	W FL Regional Medical Center 8383 N Davis Hwy Pensacola, FL 32523 (904) 494-4000
Mc Kinnon Airpark Airport – 48FL Walnut Hill, Florida Facility Usage: Private	Thomas F Simard 6001 S Hwy 99 Walnut Hill, FL 32568 (904) 327-6240
Mike's Ag Air Airport – 49FL Walnut Hill, Florida Facility Usage: Private	Michael G Godwin 10700 Hwy 97 Walnut Hill, FL 32568 (904) 327-6757
Perdido Key Fire Station Heliport – 46FA Perdido Key, Florida Facility Usage: Private	Escambia County BCC 15510 Perdido Key Dr Pensacola, FL 32507 (850) 595-4947

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12188 **Growth Management Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 05/25/2017
Issue: Action Item - Sawyers Ridge Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Sawyers Ridge Permit #150700029

That the Board take the following action concerning recording of the Final Plat of Sawyers Ridge (a 45-lot single family residential subdivision), located in the Farm Hill Community on County Road 97 (S. Highway 97), lying south of County Road 186 (W. Kingsfield Road). Owned and developed by Smart Living, LLC. Prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7, of the Escambia County Land Development Code. Also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes:

A. Approve the final plat for recording;

B. Approve the street names “Sawyers Ridge Road, Sawyers Ridge Cove, Eagles Ridge Cove and Angels Ridge Cove”;

C. Accept all public easements and Right of Way, drainage improvements within public easements/public parcels, as depicted upon the Final Plat for permanent County maintenance subject to the transfer of the stormwater system to operation and maintenance phase through the Water Management District; the cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management Municipal Services Benefit Unit (MSBU); and

D. Authorize the Chairman or Vice-Chairman to execute a Two-Year Warranty Agreement Without Surety.

BACKGROUND:

The preliminary plat and construction plans were approved on November 18, 2015. The Escambia County Department of Public Safety approved the street names “Sawyers Ridge Road, Sawyers Ridge Cove, Eagles Ridge Cove and Angels Ridge Cove,” on February 22, 2016. The Development Services Department inspected the improvements on May 16, 2017, and found improvements substantially complete and in accordance with applicable County requirements. An executed Two-Year Warranty Agreement Without Surety will be recorded with the final plat. Staff has reviewed the final plat and associated documents.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two-Year Warranty Agreement Without Surety was reviewed and approved by Meredith Crawford on May xx, 2017.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code, there lies within a policy providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat will be transmitted to the Clerk of Court’s Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer’s engineer/surveyor, Development Services Department, County Attorneys' Office, County Engineer, County Surveyor, and County Building Services Department.

Attachments

Street Letter Approval

Vicinity/Location Map

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

February 22, 2016

Street Letter Approval

The following names have been submitted for approval:

Sawyers Ridge Road
Sawyers Ridge Cove
Eagles Ridge Cove
Angels Ridge Cove

The streets are located in:

Sawyers Ridge

The name was requested by:

Preble-Rish, Inc.

218 E. Government St., Pensacola, Fl.32502

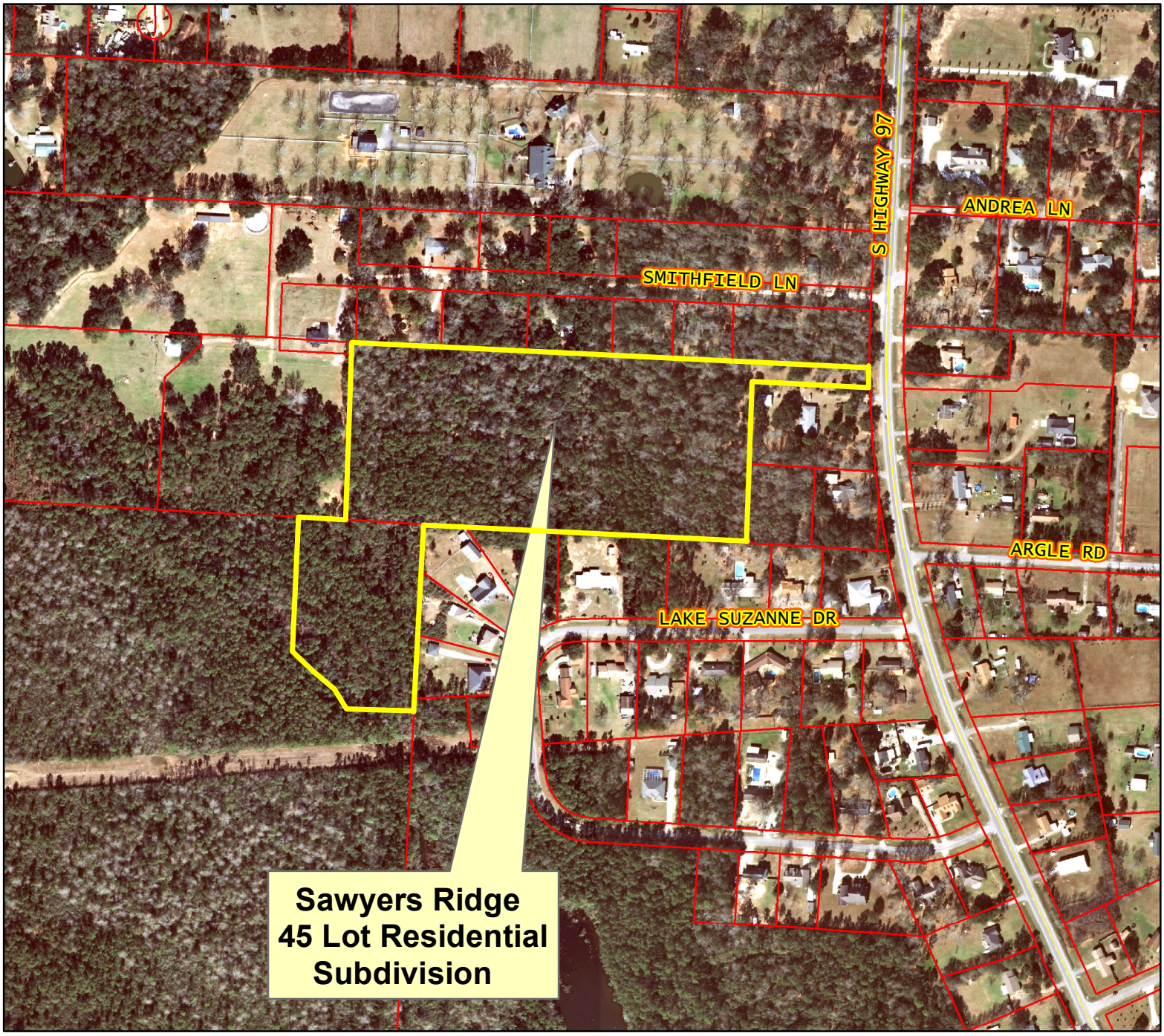
Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

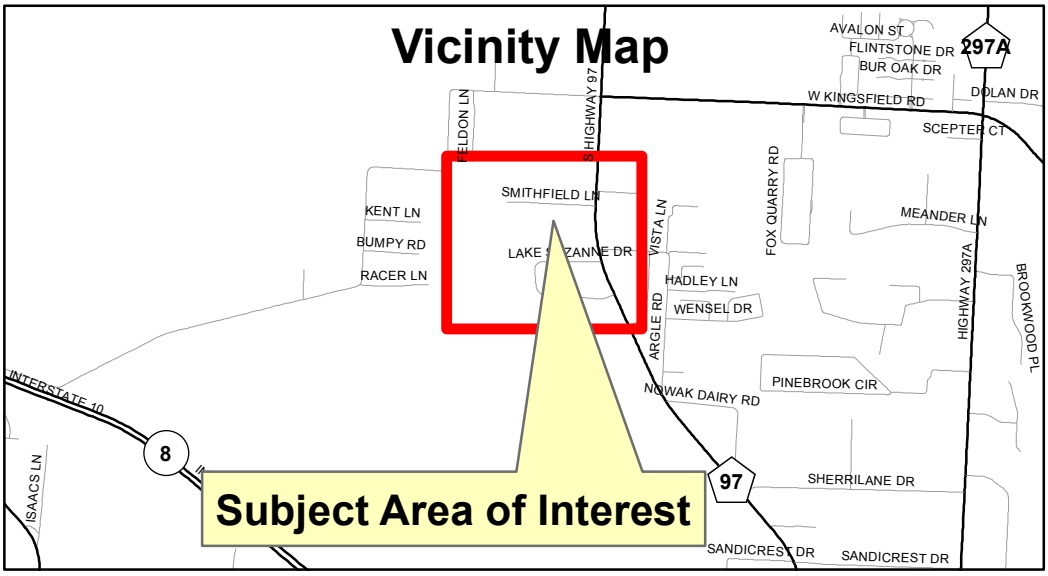
Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455 www.myescambia.com

Final Plat of "Sawyers Ridge"









Surveying RGG 4/26/2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12145 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Request for Disposition of Property
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Office of Pam Childers - Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Office of Pam Childers, the Clerk of the Circuit Court and Comptroller, for property which is to be auctioned or properly disposed of, all which is described and listed on the Form with the Agency and reason stated.

BACKGROUND:
The copier is Obsolete and is to be auctioned or Recycled.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board Policy established the procedure for disposing of surplus or obsolete equipment.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Clerk of Court & Comptroller COST CENTER NO: Juvenile Division

Pam Childers, Clerk of the Circuit Court & Comptroller DATE: April 24, 2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Kara B. Cowen Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56628	Konica Minolta Copier	57BE36486	BIZHUB 600	2008	

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 4/24/17

FROM: Escambia County Department Director (Signature): Pam Childers

Director (Print Name): Pam Childers, Clerk of the Circuit Court & Comptroller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

SELECTION CRITERIA: assets.tagno='56628'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION		ACQUISITION INFORMATION		DEPRECIATION INFORMATION	
56628	COPIER - KONICA BIZHUB600		FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE 3	DEP LIFE 3
-000	MFR KONICA MINOLTA	CLS M	VENDOR DANKA - KONICA MINOLTA		DEP N POST DP N	DEP METH SL
	MODEL BIZHUB600	CAT 105	PO 02008381	UNITS 1	SALVAGE VALU	.00
	S/N 57BE36486	LOC JUVENILE	CHECK	UN CST 6100.00	ACCUM DEP	6100.00
	INVENTORY DATE	FUND TYPE G	ACQUIRE 09/19/08	COST 6100.00	REM BOOK BASIS	.00
	CONDITION GOOD STATUS	DPT JUVENILE	INS CO		DEP BASIS	6100.00
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL	0.00	LAST POSTING DATE	09/30/12
					SALE AMOUNT	.00
					RETIRED DATE	

DISTRIBUTION INFORMATION

FUNCTION SPI	FUNCTION SPI DEFAULT	ACTIVITY SPI	ACTIVITY SPI DEFAULT	DEP ORGN	ACCOUNT	PCT
						1.00

REPORT TOTAL 1 RECORDS SELECTED

COST	6,100.00
INSURANCE VALUE	.00
SALVAGE VALUE	.00
ACCUMULATED DEPRECIATION	6,100.00
SALE AMOUNT	.00

Kara Cowen (COC)

From: Shirlie Stevens (COC)
Sent: Friday, April 21, 2017 10:52 AM
To: Kara Cowen (COC)
Subject: Copiers

Kara:

It's my understanding that the new copiers will be in on Monday. The copier currently in Court Division #56633 will be staged in the administration office until the disposal process is complete. Finance Reporting & Grants gets a new copier, your old color copier will be transferred to Administration, Administrations copier #53806 will be transferred to Traffic. Juvenile #56628 needs to be processed for disposal and we will be disposing of the Traffic copier (PD#2159). That is the extent of my knowledge of the new copiers.

I think Sherry Posey is preparing the paperwork for the transfer or disposal of units.

Thank you,

Shirlie Stevens, Executive Administration Human Resources
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
190 W. Government St.
Pensacola, FL 32502
(850) 595-4199
shirlie.stevens@escambiaclerk.com
www.EscambiaClerk.com

Notice: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public record. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12174 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Community Redevelopment Agency Meeting Minutes, April 20, 2017
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 20, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the April 20, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:
On May 25, 2017, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:
There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMINUTES_APRIL202017

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
April 20, 2017
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Doug Underhill, Commissioner, District 2
	Grover Robinson, IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
	Jeffrey Bergosh, Commissioner, District 1
Absent:	Lumon May, Commissioner, District 3 - Chairman
Staff Present:	Jack R. Brown, County Administrator
	Alison Rogers, County Attorney
	Amy Lovoy, Assistant County Administrator
	Tonya Gant, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant
	Judy Witterstaeter, Program Coordinator

Call to Order. 9:06 a.m.

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

Proof of publication

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

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 20, 2017- Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the April 20, 2017, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

III. Budget/Finance

1 Recommendation Concerning a Resolution for the Cantonment Neighborhood Crime Prevention Program - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Resolution for the Cantonment Neighborhood Crime Prevention Program:

A. Adopt a Resolution of the Board of County Commissioners of Escambia County, Florida, supporting and establishing a crime prevention program for neighborhood safety for the Cantonment neighborhood; providing for an effective date; and

B. Authorize the Chairman to sign the Resolution and any related documents necessary to implement the program.

[Funding: Fund 101, Safe Neighborhood Program, Cost Center 370104]

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following 11 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Willie G. Gray, Jr., owner of residential property located at 3812 West Cervantes

Street, Brownsville Redevelopment District, each in the amount of $5,333 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

2. The Agreements between Escambia County CRA and Kimberly K. Kaminski, owner of residential property located at 121 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $1,050 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

3. The Agreements between Escambia County CRA and Scott B. Keller, owner of residential property located at 317 South Valencia Street, Warrington Redevelopment District, each in the amount of $5,117 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;

4. The Agreements between Escambia County CRA and Vickie Jenkins, owner of residential property located at 737 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,390 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to install a new roof;

5. The Agreements between Escambia County CRA and Curtis and Elizabeth A. Hughley, owners of residential property located at 303 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,608 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, install new windows and storm shutter installation;

6. The Agreements between Escambia County CRA and Douglas K. and Cheryl A. Gibson, owners of residential property located at 835 Polk Avenue, Warrington Redevelopment District, each in the amount of $4,496 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new windows;

7. The Agreements between Escambia County CRA and Brittie Powers, owners of residential property located at 106 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,950 representing an in-kind match through the BarrancasTax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for electrical rewiring;

8. The Agreements between Escambia County CRA and Kim C. Horn, owner

of residential property located at 221 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,040 representing an in-kind match through the Warrington Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;

9. The Agreements between Escambia County CRA and Leon C., Jr. and Deborah E. Mills, owners of residential property located at 205 North Pinewood Lane, Warrington Redevelopment District, each in the amount of $5,125 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to replace roof;

10. The Agreements between Escambia County CRA and Gregg E. Torres, owners of residential property located at 503 Mandalay Drive, Barrancas Redevelopment District, each in the amount of $6,000 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, to replace roof and electrical rewiring; and

11. The Agreements between Escambia County CRA and Timothy H. Gibson, owner of residential property located at 123 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of $2,050 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection; and

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

3 Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Commercial Sign Grant Program Funding Agreement for the property located at 3015 Mobile Highway, Unit C:

A. Approve the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and VQK Management, owner of commercial property located at 3015 Mobile Highway, Pensacola, Florida, in the Brownsville Redevelopment District, in the amount of $1,635, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2011 Community Development Block Grant (CDBG), Fund 129, Cost Center 370216 and NED 2013 CDBG, Fund 129, Cost Center 370218, Object Code 58301, to install new

sign; and

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 4 - 0

IV. Discussion/Information Items

1 Recommendation Concerning to Hire Seven Temporary CRA Worker Positions within CRA Districts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning to Hire Seven temporary Community Redevelopment Agency (CRA) Worker positions in northern portion of Brownsville, Englewood, and Palafox Districts:

A. Approve to hire 7 temporary CRA Worker positions or contract positions, to be used for various enhanced duties such as rights-of-way mowing and weed/litter control services in the northern portion of Brownsville, Englewood, and Palafox Districts. The temporary CRA Workers will be funded through CRA Fund 151, Brownsville, Englewood, & Palafox Tax Increment Financing (TIF) accounts, starting in May 2017 through September 30, 2017; and

B. Approve moving funds from CRA Fund 151 TIF Reserve accounts: Cost Center 370113 Brownsville, Cost Center 370117 Englewood, Cost Center 370115 Palafox, for a total cost of $100,967. Cost breakdown as follows:

CRA Areas	Maintained Total Feet	Percent	7 CRA Workers Salaries	Startup Maintenance	Recurring Maintenance
Brownsville	418,170	38.38%	$29,921	$3,070	$5,757
Englewood	355,912	32.66%	$25,466	$2,613	$4,899
Palafox	315,568	28.96%	$22,580	$2,317	$4,344
TOTAL	**1,089,650**	100%	**$77,967**	**$8,000**	**$15,000**

2 Recommendation Concerning Brownsville Community Redevelopment Area Gateway Entrance Signs - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve the Brownsville Community Redevelopment Area Gateway Entrance signs in the amount of $19,360 funded through the Brownsville TIF. There will be two locations for signs to be installed: southwest corner of Mobile Hwy & "W" Street, and southwest corner of Mobile Hwy &

Lynch Street.

[Fund 151 CRA Brownsville TIF, Cost Center 370113]

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Jeffrey Bergosh

Vote: 4 - 0

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12180 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Waste Services - Request for Disposition of Property
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board approve the two Request for Disposition of Property Forms for the Waste Services Department, for one Grundfos Leachate Pump (Form 1); one Chevy Silverado 1500 4x4 pickup, two L8000 Ford trucks, one Morbark tub grinder and one Doppstadt trommel screen (Form 2). All property is described and listed on the Disposition Forms, with condition and reason 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 items, listed on the attached Request for Disposition of Property Forms, have been checked, declared to be obsolete and/or of no use to the County and suitable to be auctioned or properly disposed.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Disposition of Property Form 1

Disposition of Property Form 2

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230304

Susan R. Holt DATE: 5/01/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Susan R Holt Phone No: 850-595-4579

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	47006	Leachate Pump - Grundfos	N/A	115/230	1998	Poor

Disposal Comments: Pump is no longer working, is past its useful life and will be disposed.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/4/17

FROM: Escambia County Department Director (Signature): [signature]

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Waste Services COST CENTER NO: 230314

Dennis Rigby DATE: 4/3/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No:

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49282	Chevy 4x4 Pickup	1GCEK14T61Z218242	Silverado 1500	2001	fair
Y	56882	Ford Truck	1FDYW82E4RVA35726	L8000	1994	fair
Y	56883	Ford Truck	1FDYW82E8RVA35521	L8000	1994	fair
N	57036	Morbark Tub Grinder	572-1495	1300B	2008	fair
N	57297	Doppstadt Trommel Screen	W0962121782D38314	SM720	2008	fair

Disposal Comments: No longer needed by department. 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: 5/4/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): Patrick Johnson

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date:

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by:

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12218 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: CareerSource Escarosa Board Reappointment
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reappointment to the CareerSource Escarosa (Formerly Workforce Escarose, Inc.) Board of Directors - Tonya Gant, Neighborhood & Human Services Department Director

That the Board confirm the reappointment of Gracie Parker, Plumbers and Steamfitters, Local Union 366, to the CareerSource Escarosa Board of Directors. Ms. Parker's current term on the Board expired on May 4, 2017; however, CareerSource Escarosa is requesting the return of Ms. Parker to the Board with a term effective retroactively May 5, 2017, through May 4, 2020.

BACKGROUND:

The Board of Directors for CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by CareerSource Florida and the Florida Department of Economic Opportunity (DEO). Federal and State legislation that govern the Board activities require specific membership from various community sectors where the governing Boards are located. In accordance with the Workforce Innovation and Opportunity Act, Section 107. Local Workforce Development Boards, (2)B(I),

"not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who - shall include representatives of labor organizations who have been nominated by local labor federations, or other representatives of employees."

The above request will allow for compliance with CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments and reappointments to the Board of Directors are made in accordance with state and federal legislation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments and reappointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the reappointment shall become effective for the expressed dates. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa Board Reappointment

CareerSource ESCAROSA

careersourceescarosa.com
3670-2A North L Street
Pensacola, FL 32505
p: 850.473.0939 | f: 850.473.0935

Larry Strain
Board Chairman

Cliff J. Krut
Executive Director

May 9, 2017

D. B. Underhill, Chairperson
Escambia Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32591-1591

Dear Mr. Underhill:

CareerSource Escarosa is requesting the reappointment of Gracie Parker, Plumbers and Steamfitters, Local Union 366, to the CareerSource Escarosa Board of Directors.

In accordance with the Workforce Innovation and Opportunity Act, Section 107. Local Workforce Development Boards, (2)B(i),

> **"not less than 20 percent of the members of each local board shall be representatives of the workforce within the local area, who – shall include representatives of labor organizations (for a local area in which employees are represented by labor organization) who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees."**

We therefore, respectfully request the reappointment of Gracie Parker to the Board, with a term to begin upon appointment and end three years thereafter. Ms. Parker's current term on the Board expired on May 4, 2017.

Please let me know if you have questions or require additional information. As always, thank you for assisting us with CareerSource Escarosa Board membership requirements.

Sincerely,

Cliff J. Krut, CEcD
Executive Director

CJK/js

Enclosure

CareerSource Escarosa is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY: (877) 889-5627 | TDD: (800) 955-8771

Northwest Florida Federation of Labor

AFL CIO

CENTRAL LABOR COUNCIL

7830 N. Palafox St.
Pensacola, FL 32534

Phone: (850) 261-6512
www.nwflclc.com

08 APR 11

Susan Nelms
Executive Director
WORKFORCE ESCAROSA, INC.
9111 Sturdevant Street, Suite A
Pensacola, FL 32514

Re: Appointment of Labor Representative

Dear Susan,

This letter will serve to introduce to you Labor's choice of a candidate to replace the vacant position for Labor on the ESCAROSA Workforce Development Board serving Escambia and Santa Rosa counties in the State of Florida.

My candidate's name is: **Mrs. Gracie Parker**

Union affiliation:
Business Representative
Plumbers & Steamfitters
Local Union 366
2300 West Nine Mile Road
Pensacola, FL 32534
850 479-9166
graciejax@aol.com

Please present her name and credentials to the appropriate agencies for approval.

Any consideration given to Mrs. Parker will be greatly appreciated by this office.

Best regards,

Reagan L. McDaniel

Reagan L. McDaniel
Vice-President
Northwest Florida Federation of Labor, CLC

PLUMBERS & STEAMFITTERS
LOCAL UNION NO. 366

AFFILIATED WITH AFL-CIO
2300 WEST NINE MILE ROAD
PENSACOLA, FLORIDA 32534
(850) 479-9166 - PHONE (850) 479-4571 – FAX

March 24, 2011

Workforce Escarosa, Inc.
Attn: Janay Sims
9111-A Sturdewant St
Pensacola, FL 32514

Dear Ms. Sims:

I would like to nominate Gracie Parker to fill the position as our Labor Representative on the Workforce Escarosa, Inc. Board of Directors. Kenneth Lacey is no longer with Local 366.

Please feel free to contact me with any questions.

Thank you,

John Lindstrom

John Lindstrom
International Representative/Trustee, Local 366

Gracie Parker
4043 Hwy 297A
Cantonment, FL 32533
Phone: 904-333-0940
graciejax@aol.com

Experience/Qualifications

Plumbers & Steamfitters Local Union 366, Pensacola, FL June 2005 – Present
Office Manager/Business Representative

- Manage business affairs
- Recordkeeping/Collection of Dues
- Dispatching/Maintenance of Membership

Pointe South Real Estate Active: Part Time
Sales Associate

US Block Windows, Pensacola, FL March 2004 - March 2005
Inside Sales Representative

- Increased Sales 30% for Kentucky, Tennessee and North Carolina
- Personally responsible for 25% of total company sales volume
- Introduced new product line – Coronado Block Shutters
- Processed sales quotes, orders and credits

Kelly Services, Jacksonville, FL January 2003 – March 2004
Various Temporary Assignments

- Last Assignment – Jacksonville International Airport (Badging Office)
- Other Assignments included administrative and inventory management.

Entertainment Marketing Inc. Chicago, IL February 2001 - December 2002
Promotions Manager for Jacksonville Market

- Responsible for recruiting and interviewing merchandisers
- Held training classes using PowerPoint presentations
- Scheduled and executed successful events
- Updated contracts and insurance for venue owners and managers
- Maintained inventory on Excel spreadsheets

Unimast Incorporated, McDonough, GA August 1999 – February 2001
Inside Sales Representative

- Served as a representative for South Florida and International customer territories
- Attended quarterly sales shows and conventions
- Responsible for recording monthly order quotas and calculating the month end sales order statistics

WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): _____ **Small Business (less than 500 employees)**

_____ **Minority Owned**

Name: Gracie Parker **Title:** Business Representative
Business Name: Plumbers & Steamfitters Local Union 366
Address: 2300 West Nine Mile Rd
Pensacola, FL 32534
Phone No.: 850-479-9166
FAX No.: 850-479-4571
E-Mail Address: graciejax@aol.com
Cell Phone No.: 904-333-0940

Home Address: 4043 Hwy 297A
Cantonment, FL 32533

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
____ Male	____ Black	_X_ White	____ Yes	_X_ < 55	____ Yes
	____ Asian	____ Ameri. Indian			
_X_ Female	____ Hispanic	____ Other	_X_ No	___ 55 OR >	_X_ No

Community Organization Memberships

_____
_____
_____
_____

Board Memberships

_____
_____
_____
_____

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
I would like the opportunity to work with the Board of Directors to increase local employment and improve the quality of our workforce. Overall, I would like play an active role in our community.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No_X_

Please attach a copy of your resume' to this form

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12254 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: CareerSource Escarosa One-Stop Operators
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CareerSource Escarosa (formally Workforce Escarosa, Inc.) to be named as a One-Stop Operator - Tonya Gant, Neighborhood & Human Services Department Director

That the Board confirm CareerSource Escarosa as a One-Stop Operator. CareerSource Escarosa completed a competitive procurement process through a Request for Proposal (RFP) and received no bids; therefore, is requesting that the Board of County Commissioners of Escambia County approve CareerSource Escarosa to continue to serve as this region's One-Stop Operator. A Local Workforce Development Board (in this case, CareerSource Escarosa) may be selected as a One-Stop Operator through sole source procurement upon agreement of the local chief elected official (Board of County Commissioners through its Chairman) and the state oversight entity (CareerSource Florida).

BACKGROUND:

The Workforce Innovation Opportunity Act (WIOA) establishes the requirement for the procurement of One Stop Operators in the workforce system. All (24) Florida CareerSource Boards are required (by July 1, 2017) to solict One-Stop Operator Services. The primary responsibilies for the One-Stop Operator include: (1) Conducting quarterly reviews of each One Stop career center in the two-county area (Escambia and Santa Rosa) to ensure effective delivery of all partner programs; (2) Coordinate with senior management, key partners, and officials to review program delivery efficiencies and make recommendations of best practices and training options for continuous improvement via quarterly strategy meetings; and (3) Review, develop, and enhance Memorandum of Understanding (MOU) with partnering programs, agencies and services to establish an integrated workforce "system" that extends beyond basic workforce services.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved as to the form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Workforce Innovation Opportunity Act (WIOA) - Pub. L. 113-128, established the requirement for the procurement of One Stop Operators in the workforce system. Federal law - 20 C.F.R. § 678.610 and 2 C.F.R. § 200.320(f) provides that sole-source selection of One-Stop Operators is appropriate if competitive procurement efforts yield no response.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa One Stop Operator

CareerSource ESCAROSA

careersourceescarosa.com
3670-2A North L Street
Pensacola, FL 32505
p: 850.473.0939 | f: 850.473.0935

Larry Strain
Board Chairman

Cliff J. Krut
Executive Director

CAREERSOURCE ESCAROSA BOARD ITEM FOR APPROVAL

MAY 2017 BOARD OF COUNTY COMMISSION MEETING

REQUEST FOR CAREERSOURCE ESCAROSA TO BE NAMED AS A ONE-STOP OPERATOR

Description: WIOA (Workforce Innovation Opportunity Act – Pub. L. 113-128) requires competitive procurement of One-Stop Operators to coordinate service delivery of One-Stop partners and providers at a career center, with One-Stop Operators to be in place by July 1, 2017.

Federal law – 20 C.F.R. § 678.610 and 2 C.F.R. § 200.320(f) – provides that sole-source selection of One-Stop Operators is appropriate if competitive procurement efforts yield no response. A Local Workforce Development Board (in this case, CareerSource Escarosa) may be selected as a One-Stop Operator through sole source procurement upon agreement of the local chief elected official (Board of County Commissioners through its Chairman) and the state oversight entity (CareerSource Florida).

CareerSource Escarosa completed a competitive procurement process and received no response to its Invitation to Negotiate, which was released through several medium and forwarded to entities on its vendor list and to local education agencies. Documentation evidencing CareerSource Escarosa's competitive procurement process is attached.

Pursuant to 20 C.F.R. § 678.620, an entity serving as a One-Stop Operator while also serving in another role within the one-stop delivery system must establish sufficient firewalls and conflict of interest policies and procedures according to the specifications in 20 C.F.R. § 678.430. Attachment A describes CareerSource Escarosa's internal controls for eliminating conflicts of interest, for establishing appropriate firewalls, and for establishing oversight, monitoring, and evaluation of performance.

Requested action: That the Escambia County Board of County Commissioners approve CareerSource Escarosa's request to continue to serve as this region's One-Stop Operator.

AUTHORITY

Workforce Innovation and Opportunity Act (Pub. L. 113-128).

CareerSource Escarosa is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY: (877) 889-5627 | TDD: (800) 955-8771

Workforce Innovation and Opportunity Act One-Stop Operator Services
Request for CareerSource Escarosa to be named as a One-Stop Operator

Background:

WIOA (Workforce Innovation Opportunity Act - Pub. L. 113-128), establishes the requirement for the procurement of One Stop Operators in the workforce system. All (24) Florida CareerSource Boards are required (by July 1, 2017) to solicit One-Stop Operator Services.

This role would not impact or change the already established CareerSource Escarosa day-to-day operations, but serve as non-staff extension providing input for our services and coordination of community partnerships.

The primary requested responsibility roles for the named One-Stop Operator include:

- *Conduct quarterly reviews of each One Stop career center in our two-county area to ensure effective delivery of all partner programs.*
- *Coordinate with senior management, key partners, and officials to review program delivery efficiencies and make recommendations of best practices and training options for continuous improvement via quarterly strategy meetings.*
- *Review, develop, and enhance Memorandum of Understanding (MOU) with partnering programs, agencies and services to establish an integrated workforce 'system' that extends beyond basic workforce services*

As required to ensure compliance with the WIOA legislation, CSE released the Invitation to Negotiate for One-Stop Operator as outlined in the following timeline:

Advertising & Publishing ITN.....March 2, 2017
- *Posted on CSE Website*
- *Letters of ITN forwarded to entities on Vendor List and local education agencies*
- *Posted in Print Media*

Proposal Submittal Due Date.....March 31, 2017
Provision of Services.....Begin July 1, 2017

Following approved CSE local and Florida State procurement policies to ensure a comprehensive outreach to secure RFP's for local One-Stop Operator services, *there were NO responses received by CSE for the local One-Stop Operator services.*

Action Requested:

The CSE Board of Directors hereby requests approval from the Escambia and Santa Rosa Counties Boards of County Commissioners to be named the local One-Stop Operator in compliance with the WIOA legislation.

WORKFORCE DEVELOPMENT BOARD CHAIRMAN

_____
Signature
Larry Strain, Chairman

_____
Date

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Signature
D. B. Underhill, Chairman

_____
Date

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Signature
Rob Williamson, Chairman

_____
Date

ATTEST: Donald C. Spencer

By:_____
Clerk

Approved as to form and legal sufficiency.
By/Title: Bell K ACA
Date: 05/12/17

Attachment A

One-Stop Operator following the required policies outlined in WIOA legislation:

- Eliminate Conflicts of Interest;
- Establishing appropriate firewalls; and,
- Establish oversight, monitoring, and evaluation of performance

Conflict of Interest (CSE Board Member)

- CareerSource Escarosa Policy prohibits any Board Member from participating in the selection, award, or administration of a contract involving the Board if a real or apparent conflict of interest would be involved. Such a conflict would arise when the Board member or any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated, has a financial or other interest in the firm, vendor, or service provider selected.

- If a Board member is aware (from the published agenda) of a conflict of interest prior to the Board meeting, the Board member must file a disclosure, indicating the nature of the conflict in a written memorandum to be filed with the person responsible for recording the Board minutes of the meeting, prior to the meeting in which consideration of the matter will take place. The memorandum becomes a public record upon filing, and will be read publicly at the next meeting held subsequent to the filing of this written memorandum.

  In the event that disclosure has not been made prior to the meeting or that any conflict is unknown prior to the meeting, the disclosure must be made orally at the meeting when it becomes known that a conflict exists. A written memorandum disclosing the nature of the conflict must be filed within 15 days after the oral disclosure with the person responsible for recording the minutes of the meeting and will be incorporated into the minutes of the meeting at which the oral disclosure was made. The memorandum becomes a public record upon filing. The memorandum will be read publicly at the next meeting held subsequent to the filing of the memorandum.

Conflict of Interest (CSE Employee)

- CareerSource Escarosa Policy prohibits key employees from participating in the selection, award, or administration of a contract involving CareerSource Escarosa if a real or apparent conflict of interest would be involved. Employees who are directly involved in providing services to clients shall not participate in a transaction if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee or any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest that is the result of the transaction. Any employee who may be engaged in the procurement of goods and services for CareerSource Escarosa has an obligation to disclose any real or apparent conflict of interest with any vendor or contractor. Any employee who may be engaged in providing program services to clients has an obligation to disclose any real or apparent conflict of interest and to relinquish case management to an appropriate member of the Management Team.

Staff members who have a conflict of interest with any applicant for services may not participate in any eligibility determination, approval for enrollment, or approval for the provision of funded services. The conflict must be made known in writing and submitted to the Executive Director. The Executive Director will assign other staff members to determine eligibility and to provide any additional services. Reports of improper practice should be submitted directly to the Executive Director, except when the alleged impropriety appears to involve the Executive Director. Then, in such cases, reports should be referred to the Chair of the Executive Committee.

Board and Key Employee Financial Disclosures

- Board Members are required to sign the Limited Financial Disclosure (Form 1) when they are appointed to the Board. Key staff members also are required to sign a Form 1 as part of their New Hire packet.

Firewall

- CareerSource Escarosa Policies define the Role of the Board, Executive Director, and staff. The Board of Directors is responsible for oversight of the organization by establishing board policies; identifying and proactively dealing with emerging issues; interpreting the organization's mission to the public; selecting and evaluating the performance of the Executive Director; establishing and maintaining programs and systems designed to assure compliance with terms of charter, contracts, and grants; selecting any Service Providers if direct services are not provided; and selecting the One Stop Operator as set forth in sec 121 (d) (2) (A) of the WIOA Innovation and Opportunity Act.

  The Executive Director is responsible for hiring and evaluating staff for each of the organization's departments. The Executive Director is responsible for CareerSource Escarosa staff that provides direct services at the One Stop Center and Satellite Offices. In addition, the Executive Director is responsible for the coordination of services delivered by staff of any selected Service Provider and all Partner organizations including staff of the Department of Economic Opportunity. The Executive Director acts as head of the Management Team of CareerSource Escarosa which includes the Chief Operations Officer, the Finance Director, Assigned Program Managers, Quality Assurance, and Site Coordinators for each of the locations providing services. The Executive Director has been clearly designated as the sole person accountable to the Workforce Board. All other Board staff report to and take direction from the Executive Director.

- The Operations Organizational Structure shows the Executive Director has delegated authority for day-to-day operations management to the Chief Operating Officer (COO). The Chief Operating Officer has authority and responsibility for all programs and services provided through the CareerSource Escarosa system. The Chief Operating Officer provides direct supervision to the CareerSource Escarosa Center Managers. All staff located within a CareerSource Escarosa One Stop Center, including Department of Economic Opportunity staff, report to the Center Manager for day to day operations.

- Through continued communication from the CSE Executive Director to CSE Board of Directors the message is clearly delivered that the Board's primary mission is one of design, oversight, and policy making and not management of day to day operations. Board members and Councils are keenly aware of the distinction in the roles of Board oversight and role of staff to manage the operations. The Executive Director has been clearly designated as the sole person accountable to

the Workforce Board. All other Board staff report to and take direction from the Executive Director.

Oversight, monitoring, and evaluation of performance (Fiscal and Program)

- CareerSource Escarosa measures fiscal performance based upon several requirements. These include an annual independent audit conducted by an outside accounting firm; ongoing fiscal monitoring conducted by DEO; internal monitoring for compliance with requirements outlined by the State and as reported in the State One Stop Management Information System (OSMIS). The Treasurer is responsible for reporting to the full Board at regularly scheduled meetings. The independent audit is presented annually to the full Board of Directors when completed.

- CareerSource Escarosa staffing structure allows for two full time Monitoring positions in addition to the COO and Program Specific Managers. Quality Assurance is a very high priority with monitoring of all programs and processes conducted on a minimum bi-annually. Historically, CSE has been a high-performing board and expects to continue this high level of performance under WIOA. CareerSource Escarosa management also conducts frequent monitoring and review of local operating procedures, services, and performance for continuous improvement purposes. All CSE monitoring related activities are reviewed by the Executive Director and if warranted, immediate corrective action plans are implemented for any concerns identified.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12117 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Draft Multi-Year Implementation Plan and 45-Day Public Comment Period
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Draft Multi-Year Implementation Plan and Public Comment Period - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the draft Multi-Year Implementation Plan relating to RESTORE Direct Component (Pot 1) funds:

A. Approve the draft Multi-Year Implementation Plan for the ten projects nominated by the Board;

B. Authorize staff to conduct the required 45-day public comment period for the draft Multi-Year Implementation Plan and incorporate meaningful public comments into the Plan; and

C. Authorize staff to submit the Multi-Year Implementation Plan to the U.S. Department of Treasury.

BACKGROUND:

Escambia County will receive approximately $70 million in Pot 1 Direct Component funds as a result of the settlement agreement for the Deepwater Horizon Oil Spill. The RESTORE Act and U.S. Department of Treasury guidelines require a Multi-Year Implementation Plan be approved by the Treasury Department prior to submittal of individual project grant applications and dispersal of funds. At the February 9, 2017 Committee of the Whole Meeting, the Board directed staff to include ten commissioner-nominated projects in the initial Multi-Year Implementation Plan. The Treasury Department requires a 45-day public comment period for the Multi-Year Implementation Plan, and the incorporation of meaningful comments received, prior to submittal of the Plan to the Treasury Department for their review and approval.

BUDGETARY IMPACT:

No budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration associated with this recommendation.

PERSONNEL:

No additional impact on personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff, in coordination with the Community and Media Relations Department, will conduct the 45-day public comment period.

Attachments

Draft RESTORE Act MYIP



DRAFT
RESTORE ACT MULTI-YEAR IMPLEMENTATION PLAN

As of May 12, 2017

Placeholder for letter from chairman.

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS



District 1: Commissioner
Jeff Bergosh, Vice-Chair



District 2: Commissioner
Doug Underhill, Chairman



District 3: Commissioner
Lumon May



District 4: Commissioner
Grover Robinson



District 5: Commissioner
Steven Barry

RESTORE ADVISORY COMMITTEE MEMBERS

Bentina Terry, Chair, City of Pensacola

Alan McMillan, Vice-Chair, Transportation

Donald McMahon, III, Economic Development

Christian Wagley, Environmental Advocacy Groups

Gregg Beck, Financial

Tammy Bohannon, Governmental Concerns

Susan Carleton, Tourism

Alvin Coby, At Large

Michelle Inere, At Large

John Soule, At Large

Courtney Peterson, At Large

Harlan Butler, At Large (Retired)

STAFF

Taylor "Chips" Kirschenfeld, Director, Natural Resources Management Department (2015-2017)
Shelly Marshall, RESTORE Program Manager (2014-2017)
Matt Posner, RESTORE Coordinator (2016-2017)
Felicia Knight Marlow, Director's Aide (2013-2017)
Susan Holt, Accountant (2013-2017),
Robert Turpin, Marine Resources Division Manger & **Brent Wipf**, Water Quality Division Manager
Keith Wilkins, Director, Natural Resources Management (2012-2015)
Victoria D'Angelo, RESTORE Coordinator (2013-2014)

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- South Dogtrack Drainage……
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- Eleven Mile Creek Basin……..…
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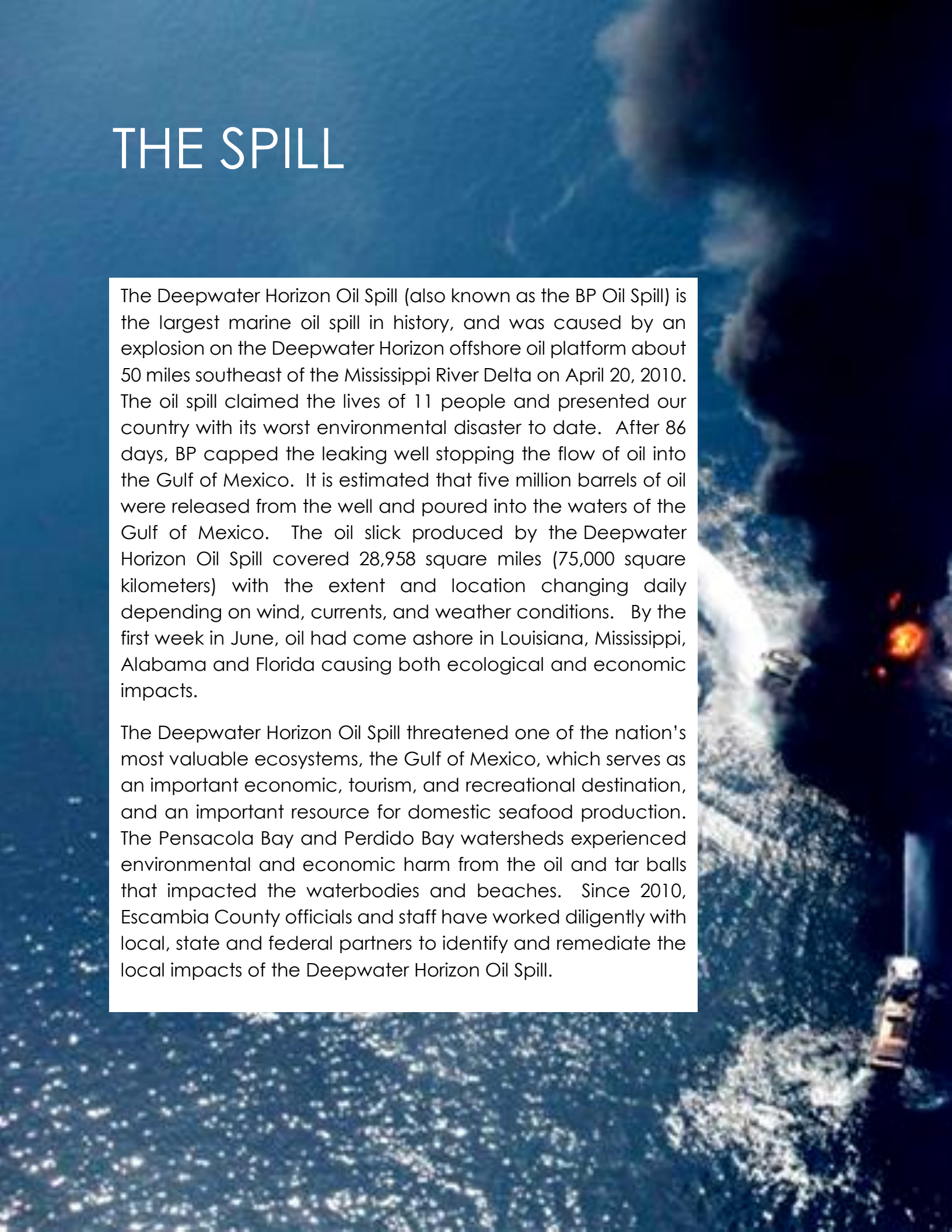
REFERENCES
NEEDS ASSESSMENT
PROJECT SELECTION CRITERIA
APPENDIX A - 2016 MYIP NARRATIVE & MATRIX

Prepared by Shelly Marshall & Matt Posner

THE SPILL



The Deepwater Horizon Oil Spill (also known as the BP Oil Spill) is the largest marine oil spill in history, and was caused by an explosion on the Deepwater Horizon offshore oil platform about 50 miles southeast of the Mississippi River Delta on April 20, 2010. The oil spill claimed the lives of 11 people and presented our country with its worst environmental disaster to date. After 86 days, BP capped the leaking well stopping the flow of oil into the Gulf of Mexico. It is estimated that five million barrels of oil were released from the well and poured into the waters of the Gulf of Mexico. The oil slick produced by the Deepwater Horizon Oil Spill covered 28,958 square miles (75,000 square kilometers) with the extent and location changing daily depending on wind, currents, and weather conditions. By the first week in June, oil had come ashore in Louisiana, Mississippi, Alabama and Florida causing both ecological and economic impacts.

The Deepwater Horizon Oil Spill threatened one of the nation's most valuable ecosystems, the Gulf of Mexico, which serves as an important economic, tourism, and recreational destination, and an important resource for domestic seafood production. The Pensacola Bay and Perdido Bay watersheds experienced environmental and economic harm from the oil and tar balls that impacted the waterbodies and beaches. Since 2010, Escambia County officials and staff have worked diligently with local, state and federal partners to identify and remediate the local impacts of the Deepwater Horizon Oil Spill.

IMPACTS & RESPONSE

Impacts of Oil Spill

Oil exploration and development began in the Gulf of Mexico about 1938. Production rapidly increased as the demand for oil steadily grew. Even though the State of Florida has not allowed oil drilling in nearshore waters in order to protect tourism, the effects of spills can still impact local areas due to ocean currents and winds. Oil from the Deepwater Horizon Oil Spill arrived and impacted Escambia County beaches beginning June 4, 2010. During the course of the spill, Escambia County received ninety-seven percent of the oil that reached the shoreline of the State of Florida.

There were short-term and long-term impacts associated with the oil spill. Short-term impacts were obvious and dramatic while long-term impacts remain more elusive and unknown. As the oil accumulated on Escambia County beaches and in local waters, the area environment and economy suffered. Marine life populations and health diminished. The National Oceanic and Atmospheric Administration estimated a loss of over 4 billion oysters, 105,000 sea birds, 1000 dolphins, and 160,000 turtles (Deepwater Horizon 2017). During the summer of 2010, fishing in the Gulf of Mexico was closed due to the presence of oil and dispersants. Escambia County's economy was severely impacted because it was the height of the summer tourist season. Commercial fishermen, recreational fishermen, dive boat charters, beach goers, and other tourism businesses were negatively impacted by this economic crisis. This impact, when coupled with the nation's recession and economic crisis that started in 2008, affected industries and businesses in all parts of the county. Many jobs were lost, and some businesses experienced such severe financial problems that they couldn't survive and went out of business.

Response

When the oil spill occurred, Escambia County scientists focused their attention and resources on the environmental damages and cleanup efforts. Goals of the Department of Natural Resources Management staff were to protect critical habitat areas from the effects of oiling, ensure that natural resources were not further harmed by cleanup efforts, and collect pre- and post-oiling water quality and biological data in order to calculate natural resource damages. The County worked with the U.S. Coast Guard, Florida Department of Environmental Protection, and other agencies within the Unified Command to assess the oil spill impacts and coordinate cleanup and recovery efforts.

RESTORE ACT

The Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast Act of 2012 (RESTORE Act) allocates 80% of the Clean Water Act penalties from the Deepwater Horizon oil spill to the Gulf Coast Restoration Trust Fund. The Trust Fund is comprised of five funding components including the Direct Component which provides funds directly to each of 23 Gulf Coast Florida counties. Escambia County will receive a total Direct Component allocation of $70,961,554.68 by the year 2031.



Each of the 23 eligible Florida counties must submit a Multi-year Implementation Plan (MYIP) with proposed projects to the U.S. Treasury for approval prior to receiving project-specific Direct Component grant funding. The Escambia County MYIP has been developed in accordance with the requirements of the *RESTORE Act Direct Component Guidance and Application to Receive Federal Financial Assistance*. One of the requirements for activities designed to protect or restore natural resources is that it must be based on best available science. Best available science means "science that maximizes the quality, objectivity, and integrity of information, including statistical information; uses peer-reviewed and publicly available data; and clearly documents and communicates risks and uncertainties in the scientific basis for such projects." (RESTORE Act 2012).

The purpose of the MYIP is to describe proposed activities eligible for funding under the Direct Component of the RESTORE Act. The MYIP includes proposed eligible activities to be undertaken with funds currently deposited in the Trust Fund. The MYIP may be revised in future years to include additional eligible activities. This MYIP is organized into several sections in order to provide historical background, Escambia County's MYIP development process, and to provide information on proposed activities. Please see the references page for additional information on the RESTORE Act and required activities or go to www.myescambia.com/RESTORE.

PUBLIC INPUT & ELIGIBILITY

Public Input

According to the RESTORE Act, the MYIP must be made available for public review and comment for a minimum of 45 days in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and non-profit organizations. In addition, the MYIP must describe how each activity in the plan was adopted after consideration of meaningful input from the public. Escambia County's goal is to ensure that the entire MYIP process is transparent and encourages community input. All activities have been designed to include the broadest possible public participation by utilizing a variety of outreach methods. This restoration plan began with community involvement and continues to include the citizens and stakeholders who supported this effort.

Eligible Activities

Escambia County's Goals and Objectives were developed to align with RESTORE Act Eligible Criteria:

1. **Restoration and protection of the natural resources, ecosystem, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast Mitigation of damage to fish, wildlife and natural resources**
2. **Mitigation of damage to fish, wildlife and natural resources**
3. **Implementation of a federally approved marine, coastal, or comprehensive conservation management plan, including fisheries monitoring**
4. **Workforce development and job creation**
5. **Improvements to or on State parks located in coastal areas affected**
6. **Infrastructure projects benefitting the economy or ecological resources, including port infrastructure**
7. **Coastal flood protection and related infrastructure**
8. **Planning assistance**
9. **Promotion of tourism in the Gulf Coast region, including recreational fishing**
10. **Promotion of the consumption of seafood harvested from the Gulf Coast region**
11. **Administrative**

MYIP DEVELOPMENT

2012

October 18 - Escambia County Board of County Commissioners (BCC) established the citizens RESTORE Advisory Committee (RAC)

2013

March 22 - RESTORE Advisory Committee convened for first meetina

2014

November – RAC finalized Needs Assessment

2015

June – RAC finalized Selection Criteria

July 1 - Project Portal opened for public submittal of projects

October 2 - Project Portal closed with 124 submitted projects

2016

March 7 - RAC ranked and recommended list of 124 projects to BCC

April 7 - BCC accepted RESTORE Advisory Committee recommendation and rank of 124 projects

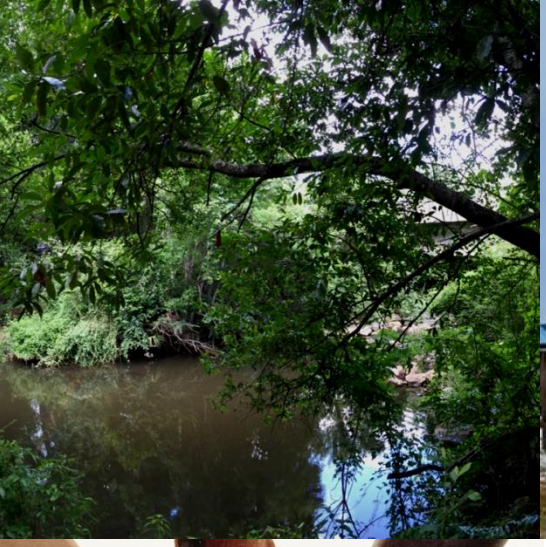
August 11 – BCC decided that each commissioner will nominate two projects for inclusion in MYIP and directed staff to perform risk assessments

October 13 – Staff presented risk assessments to BCC for first 6 nominated projects

2017

February 9 – Staff presented 4 remaining risk assessments to BCC; commissioners decided to fund phase 1 of the nominated projects; BCC directed staff to identify leveraging opportunities for implementation costs to maximize Direct Component funds

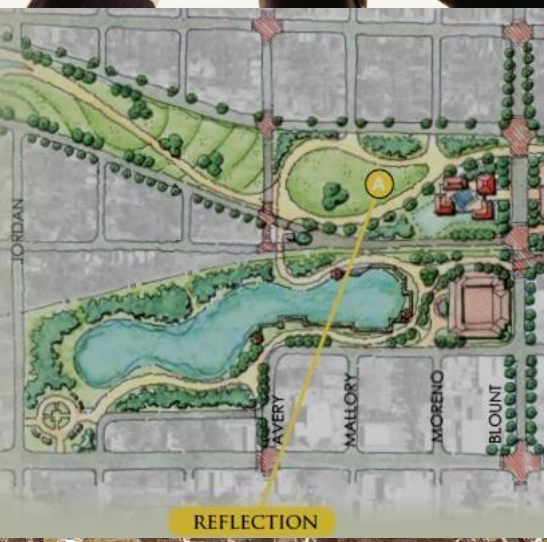
Next Steps - BCC approval of draft MYIP; 45 day comment period; submittal of MYIP to U.S. Treasury for approval

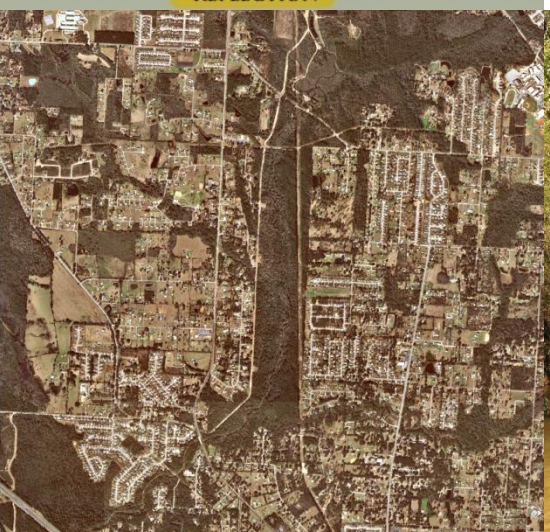


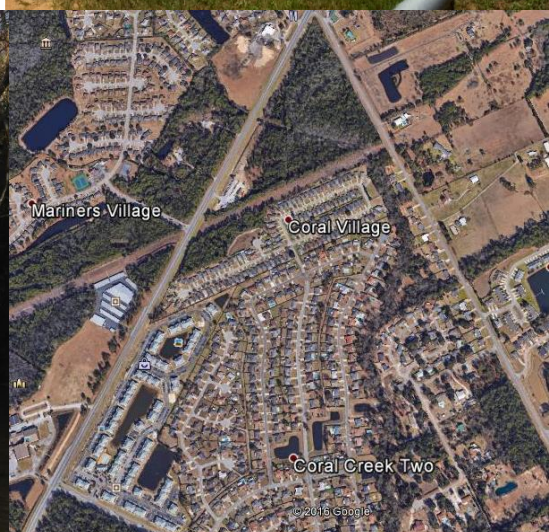



2016-17

DIRECT COMPONENT PROJECTS





Carpenter Creek & Bayou Texar Revitalization Plan

OVERALL PROJECT DESCRIPTION

The Carpenter Creek and Bayou Texar Economic and Environmental Revitalization Plan will be based on public input and watershed assessments, and will identify community goals, illustrate project components, and develop sound restoration and revitalization projects in the Carpenter Creek and Bayou Texar watershed.

Urban encroachment along Carpenter Creek has reduced riparian buffers leading to increased erosion rates and flooding occurrences, increased stormwater runoff, reduced water quality and clarity, and a disconnect between the urban and natural environment.

Projects identified in the master plan will be implemented to restore/enhance the floodplain, stabilize creek banks, improve water flow and quality, and establish public access with a greenway trail and environmental/historical educational signage.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $1,308,000
Develop a Master Plan for Carpenter Creek and Bayou Texar

- Community/Stakeholder Input
- Water Quality/Habitat Monitoring
- Watershed Assessments
- Identify Community Goals
- Identify Restoration Activities
- Identify Stormwater Controls/ Treatment Projects
- Illustrate Project Components

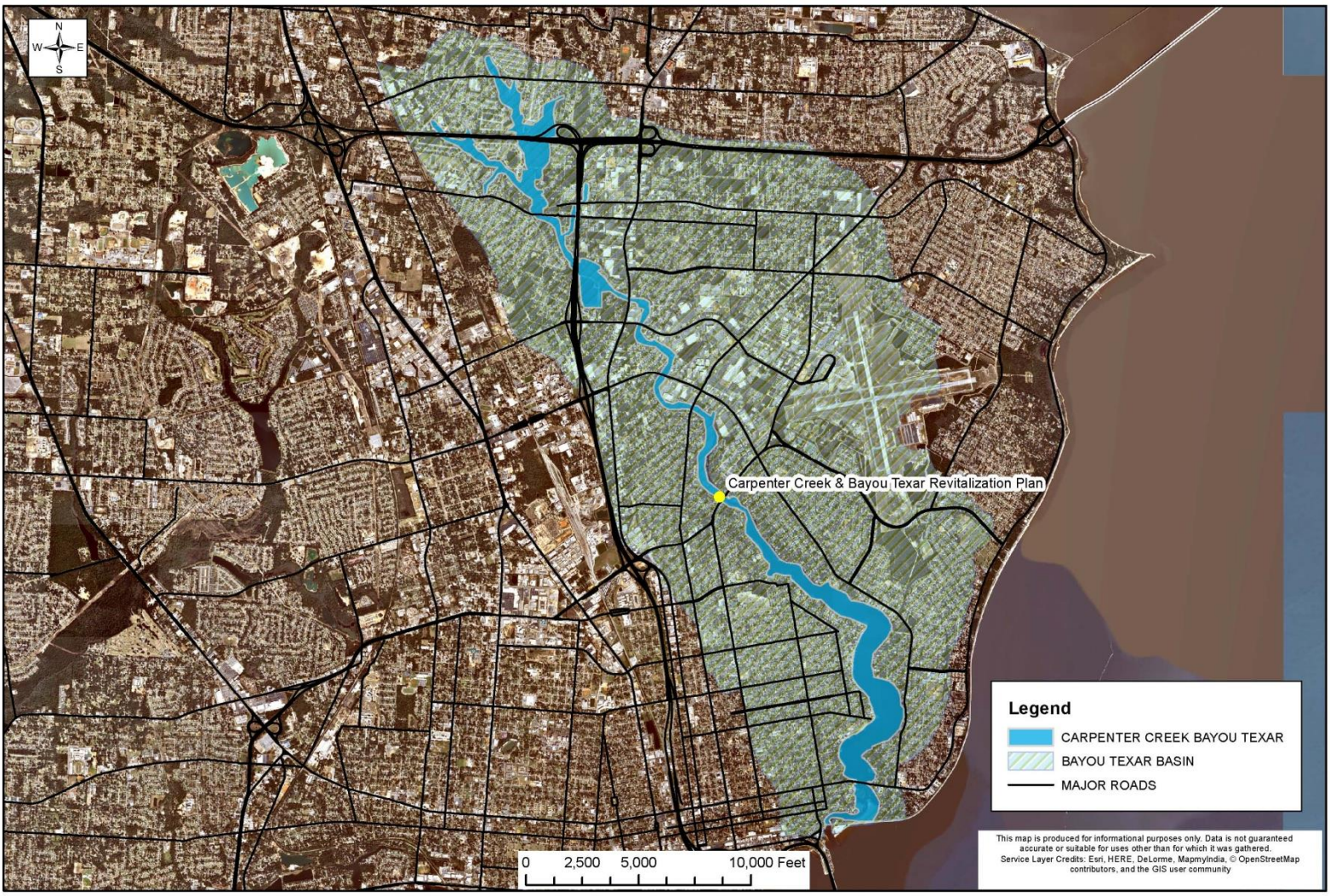
Primary Eligible Activity: Planning Assistance
Secondary Eligible Activity: Infrastructure projects benefitting the economy and/or ecological resources.

*FUTURE ACTIVITIES - $3,795,000
Master Plan Implementation

- Land/Easement Acquisition
- Stream Restoration
- Riparian Zone Restoration/Preservation
- Establish Greenway/ Public Access

Total Project Cost: $5,103,000

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans.



Overall Project Benefits

- Restored/Enhanced Floodplain/Reduce Residential & Commercial Flooding
- Reduce Water Flow Velocity
- Improve Water Quality/Increase Dissolved Oxygen/Address TMDL
- Preserve Natural Habitats/Enhance Riparian Buffers
- Establish Greenway for Pedestrians/ Bicycles
- Stormwater Runoff Treatment/Reduction
- Increase Recreational Access and Ecotourism

Best Available Science

Carpenter Creek & Bayou Texar Documented Legacy Issues (See Reference Page)

- Sedimentation
- Nutrients
- Impaired Waters: Fecal Coliform TMDL-Bacterial Pollution Control Plan
- Habitat Loss

Project Universal Access





OVERALL PROJECT DESCRIPTION

According to the latest U.S. Census data, there are 56.7 million people in the United States with a disability. Project Universal Access will evaluate public infrastructure in Escambia County for compliance with Americans with Disabilities Act (ADA) Standards and enhancement opportunities to meet the needs and desires of the public with disabilities. An evaluation of public access locations will include public parks, trails, and landings on Pensacola Beach, Perdido Key and other coastal parks in Escambia County. Subsequently, a needs assessment will be produced resulting from the evaluation and input from stakeholders in the community. Citizens, specifically disabled citizens, will provide input to identify amenities and priorities to include in the needs assessment and future implementation by Escambia County and partner community organizations. The needs assessment will identify priorities where enhanced amenities can be included in existing public infrastructure to enable marketing Escambia County as a destination for disabled tourists. Example amenities include multisensory educational kiosks, dune walkovers with observation decks and beach mat access to the Gulf of Mexico, chemical sensory standards, and ADA restroom/parking facilities.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $360,000
Evaluation & Plan

- ADA Evaluation of Public Access Points on Pensacola Beach and Perdido Key
- Accessibility Evaluation of beach access points, trails, parking lots, sidewalks, and restrooms
- Produce a Needs Assessment for persons with disabilities

Primary Eligible Activity: Planning Activities

Secondary Eligible Activity: Infrastructure projects benefitting the economy.

*FUTURE ACTIVITIES - $3,500,000
Design, Construction, & Monitoring

- Strategic Design- Retrofits, Improvements, and Location Identification
- Disabled Community Input
- Construction
- Monitoring

Total Project Cost: $3,860,000

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans.



Overall Project Benefits:

- Increased Tourism
- Attract New Group of Tourists
- Identify Community Needs
- Construct/ Enhance ADA Trails/ Walkovers
- Provide ADA Connectivity
- Enhance Educational Signage (Multi-Sensory)
- Improve Recreational Opportunities for Disabled Residents (estimated 54,000 persons) and Visitors

Best Available Science:

Current ADA Parks Evaluation does not include coastal parks (See reference Page)

Visit Pensacola identifies how an increase in visitors can enhance the economy (See reference Page)

Pensacola Beach currently undergoing some ADA access retrofits which complement this project



Perdido Key Gulf of Mexico Public Access

OVERALL PROJECT DESCRIPTION

Escambia County has prioritized public access to the Gulf of Mexico and preservation of Perdido Key beach mouse critical habitat. The Perdido Key Gulf of Mexico Public Access project is a planning assistance activity that will fund the planning, design, and permitting for public infrastructure improvements to facilitate public access, attract additional people to the community, and enhance the economy. Amenities will include public parking, restroom facilities, covered picnic facilities, and a dune walkover with observation platform. Undeveloped areas will be enhanced through habitat restoration to maximize benefits to the endangered Perdido Key beach mouse. Habitat restoration creates connectivity among identified critical habitat areas and balances community desire for public access while providing critical beach mouse habitat for species survival. A near-shore artificial reef will be designed and permitted for increased recreational opportunities and to attract additional people for snorkeling, diving or fishing. Public access infrastructure provides connectivity and access to the artificial reef, allowing for resources of each to be enjoyed by the public.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $147,600
Planning & Design

- Restroom Design/Features
- Dune Walkover/Pavilion Design
- ADA Compatibility/Features
- Parking Improvements
- Educational Kiosk
- Habitat Improvement Planning
- Near-shore Reef Design/Permitting

Primary Eligible Activity: Planning Assistance

Secondary Eligible Activity: Infrastructure projects benefitting the economy or ecological resources.

*FUTURE ACTIVITIES - $1,525,000
Construction & Monitoring

- Dune Walkover
- Restroom Facilities & Pavilion
- Parking Lot
- Beach Mouse Habitat Restoration
- Educational Kiosk Installation
- Near-shore Reef Deployment
- Monitoring

Total Project Cost: $1,672,600

Leverage: $3,100,000 (property acquisition)

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans



Overall Project Benefits

- Enhance Economic Development through increased access to local businesses and implementing the Perdido Key Master Plan
- Enhance Tourism Industry & Ecotourism Opportunities
- Provides ADA Access to Gulf of Mexico
- Tourism Destination/ Activity
- Connecting Trail/ Greenway
- Habitat Preservation (Dune Habitat)
- Enhanced Fishing Opportunities through Access and Reef
- Habitat Creation (Snorkel Reef)

Best Available Science

Identified in the Perdido Key Master Plan to enhance economic growth (See reference page)

Artificial Snorkel Reefs are identified as economic growth drivers (See reference page)

The Perdido Key Beach Mouse is listed as an Endangered Species and has limited habitat (See reference page)



Perdido Key Multi-Use Path

OVERALL PROJECT DESCRIPTION

This project will fund the construction of approximately one mile of the east segment of the Perdido Key Multi-Use Path. When complete, the multi-use path will extend approximately 6.2 miles from the Florida state line eastward through Perdido Key State Park to the Theo Baars Bridge. The design is for a 10-foot wide paved path and elevated boardwalk along the north side of Perdido Key Drive, State Road-292. Perdido Key is experiencing growth pressure on the confined transportation network. This project will allow for alternative means of transportation, such as walking or biking, to move people along Perdido Key and increase access to local businesses. Identified as a priority in the Perdido Key Master Plan, the path will establish connectivity throughout Perdido Key to facilitate movement from residential, commercial, and recreational areas. Project design has been funded by the Shared Use Non-motorized (SUN) Trail Grant, Florida Department of Transportation (FDOT), and the Florida-Alabama Transportation Planning Organization (TPO).

PROJECT DETAILS

(Funded by FDOT)- $1,800,000
Planning & Design

- Design for a Multi-Use Path on the north side of Perdido Key Dr. from the Alabama state line to the Theo Baars Bridge for 6.2 miles
- Designs collector sidewalks on the south side of Perdido Key Dr.

(Funded by FDOT)- $2,246,000
Construction West

- Construction of 2.44 miles of the west segment of the paved multi-use path of the Perdido Key Multi-Use Path

2016-17 MYIP ACTIVITIES- $960,000
Construction East – 1 mile

- Construction of 1 mile of the east segment of the paved multi-use path and elevated boardwalks of the Perdido Key Multi-Use Path

Primary Eligible Activity: Infrastructure projects benefitting the economy.

Total Project Cost: $8,580,000

Leverage: $4,046,000 (Planning & Design and Construction for West Segment, FDOT)



Overall Project Benefits:

- Enhance Economic Development through increased access to local businesses and implement the Perdido Key Master Plan
- Enhance Tourism Industry & Ecotourism Opportunities
- Provide ADA Access to Gulf of Mexico
- Tourism Destination/ Activity
- Connecting Trail/ Greenway
- Habitat Preservation (Dune Habitat)
- Fishing Opportunities through Enhanced Access

Best Available Science:

Identified in the Perdido Key Master Plan and Florida-Alabama TPO Bicycle/Pedestrian Project Priorities FY 2018-2022 as a priority project to enhance economic growth (See reference page)

OLF8 Commerce Park Improvements



OVERALL PROJECT DESCRIPTION

The OLF-8 Project combines two critical community economic development priorities: Military Sector Investment and Private Sector Investment. Because military investment is a prime economic driver along the Gulf Coast, the OLF-8 project provides a unique opportunity to protect and improve our local military aviation training assets. The OLF-8 land swap opportunity provides a new state-of-the-art Navy and Marine Corps rotary-wing training asset that helps protect our military commands from additional rounds of military asset reduction (BRAC). Private sector investment is also critical to our economic progress. Escambia County will solicit and secure private sector investment by converting the old OLF-8 training area into a Commerce Center. The site is adjacent to the on-going construction of the 10,000 job Navy Federal Credit Union campus. Concepts for the new Commerce Park show approximately 425-acres of net developable uplands. Initial estimates of job densities are 8.5 jobs per acre (3,600 new jobs).

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $1,524,000

Master Planning & Design/Permitting

- Develop a plan identifying land use (i.e. type of business activity)
- Park design
- Public input
- Habitat conservation
- Infrastructure requirements
- Costs and timeline
- Design/ Permitting
- Engineering
- Environmental permitting
- Site plans for development

Primary Eligible Activity: Planning Assistance

Secondary Eligible Activity: Infrastructure projects benefitting the economy.

*FUTURE ACTIVITIES - $17,767,790

Construction

- Roadways
- Utilities
- Lighting
- Drainage

Total Project Cost: $19,291,790

Leverage: $2,000,000 (Land Swap)

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans



Overall Project Benefits

- Job Creation (3,600 new jobs)
- Private Industry and Business Growth
- Military Industry and Training Growth
- LEED Certification and Stormwater Management
- Wetland Preservation
- Walkable and Bikeable Community

Best Available Science:

- Addresses Need for Commerce Parks (See Reference Page)



South Dogtrack Drainage Project

PROJECT DESCRIPTION

This project will plan and design improved drainage within the Bayou Grande Drainage Basin. New incidences of flooding are now occurring in areas that had no previous flooding problems. In order to restore historic drainage patterns and reduce flooding of existing homes, this project will provide planning and design for: 1. Construction of stormwater ponds to replace lost floodplain and stormwater storage. 2. Construction of a new drainage outfall from the headwaters of the drainage basin along Blue Angel Parkway to the headwaters of Bayou Grande (Garcon Swamp). 3. Provide channel and stream restoration improvements along two merging creeks to Bayou Grande. The project's stormwater management goals are to improve flow through the creek to reduce flooding and scour in the creek, and to provide significant flood control measures. Stormwater pond(s), wetland restoration, floodplain restoration, and habitat creation areas are proposed.

This area has suffered severe flooding issues. Providing this new stormwater drainage and treatment will reduce flooding and increase stormwater retention. Stream restoration components will also provide improved habitat and water quality for Bayou Grande, which currently is impaired for bacteria.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $240,000
Planning & Design

- Conceptual Plan/Study
- Design & Permitting
- Identify properties for acquisition/easements

Primary Eligible Activity: Planning Activities

Secondary Eligible Activity: Coastal flood protection and related infrastructure.

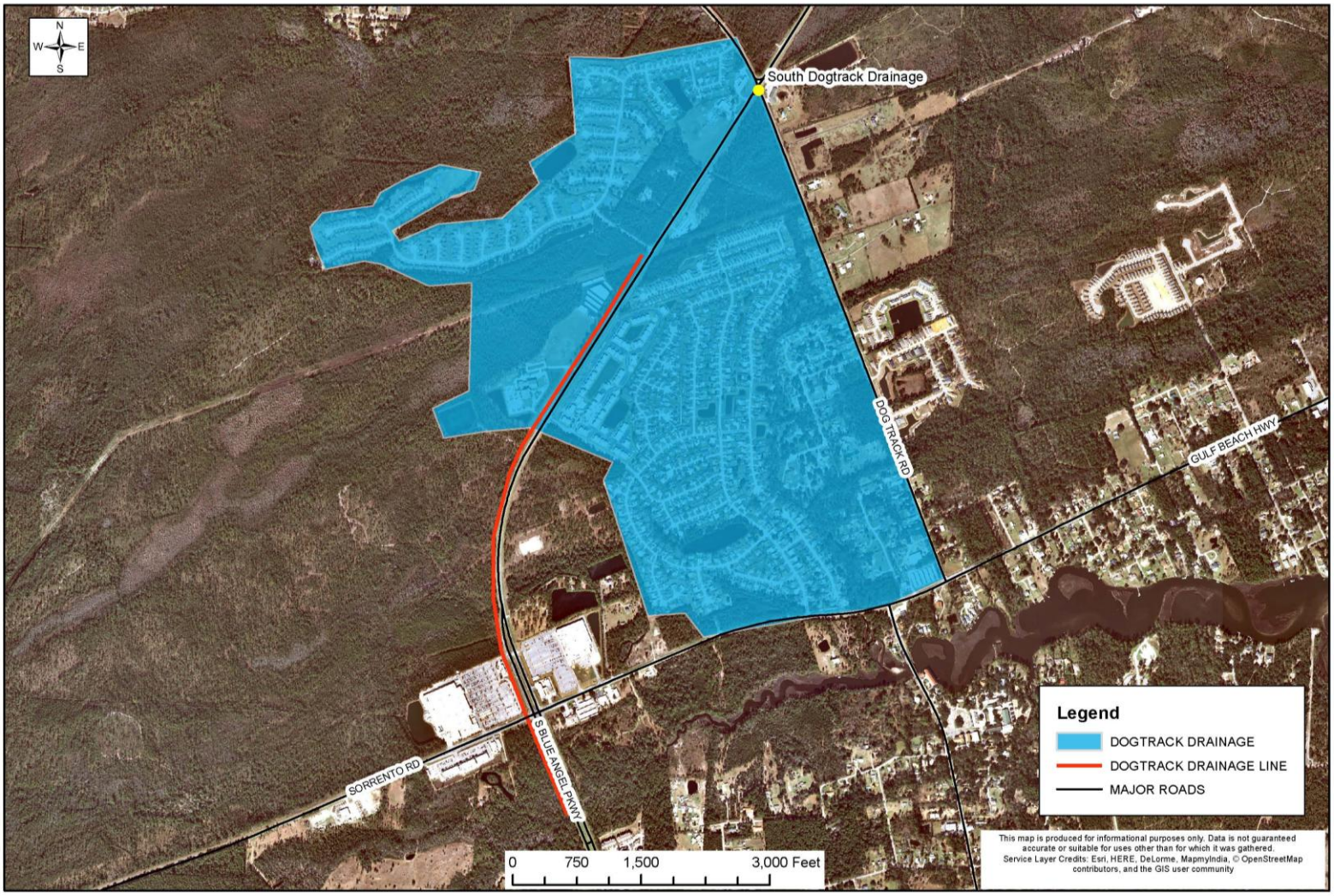
*FUTURE ACTIVITIES - $7,900,000
Construction & Monitoring

- Install 7,000 feet of new 48" storm pipe along the west side of Blue Angel Parkway
- Easement/Land Acquisition
- Stormwater Ponds
- Coral Creek Stream Restoration

Total Project Cost: $8,140,000

Leverage: None

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans.



Overall P**roject Benefits:**

- Flood Protection (Over 300 homes)
- Floodplain Restoration
- Stream Restoration
- Water Quality Improvements
- Enhance Natural System Resiliency
- Restore Stormwater Flow/ Volume
- Improve Community Resiliency
- Provide Temporary Employment
- Reduce Repeated Loss

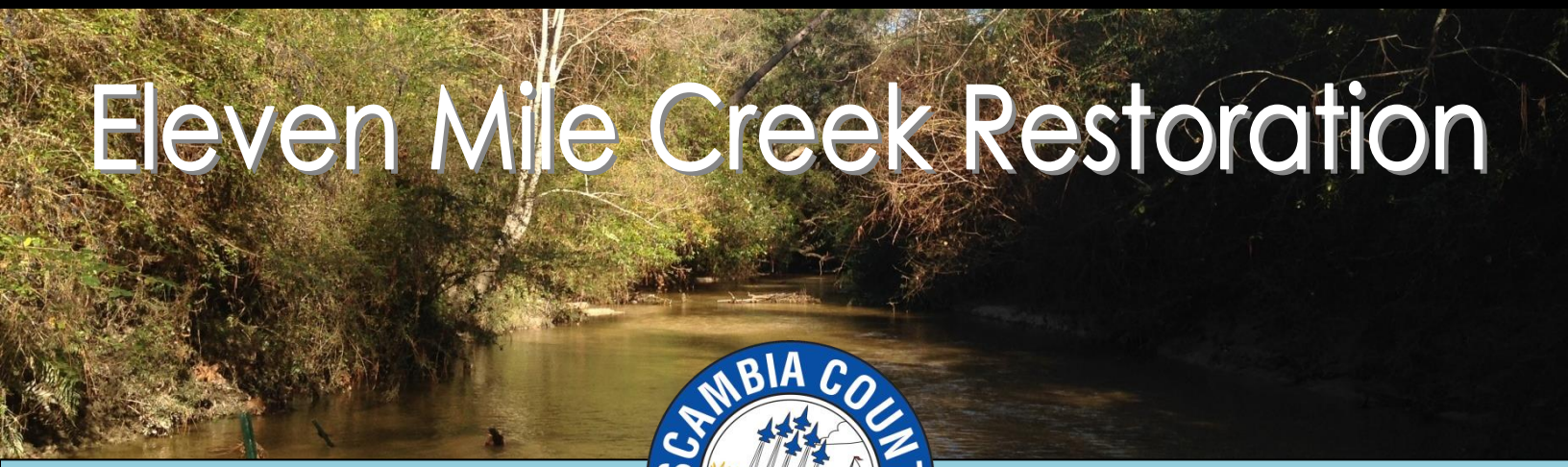
Best Available Science:

Flooding (See Reference Page)

- Hydrological flow has been diverted by surrounding development
- Encroachment around Coral Creek has increased water volume while reducing flow out of the creek

Stream Restoration (See Reference Page)

- Bayou Grande bacteria TMDL



Eleven Mile Creek Restoration

OVERALL PROJECT DESCRIPTION

The Eleven Mile Creek Stream Restoration project will provide expansion of the creek's riparian buffers, restore natural habitat, and improve water quality in Eleven Mile Creek and Perdido Bay. Additionally, it will mitigate coastal flooding, protect valuable public infrastructure, and repair existing nonfunctional stormwater infrastructure.

Eleven Mile Creek is a 303(d) listed impaired water body and Total Maximum Daily Loads (TMDLs) exist for fecal coliform bacteria, low dissolved oxygen, excess nutrients, elevated biological oxygen demand, and unionized ammonia. Water quality improvements are necessary to meet water quality standards for Class III water to be considered "fishable and swimmable".

Restoration and expansion of the floodplain, restoration of wetlands, reduction in invasive species, and reestablishment of riparian buffers will increase wildlife habitats as well as provide flood protection for Bristol Park, Bristol Creek, and Ashbury Hills neighborhoods and surrounding areas.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $1,332,930
Planning & Design for Stream Restoration & Floodplain Expansion

- Community/Stakeholder Input
- Pre-design Water Quality/Habitat Monitoring
- Watershed Assessments
- Easement Determination & Land Acquisition (27 HMGP Properties)
- Wetland Delineation & Permitting
- Wetland & Stream Restoration Design

Primary Eligible Activity: Planning Assistance

Secondary Eligible Activity: Restoration and protection of natural resources.

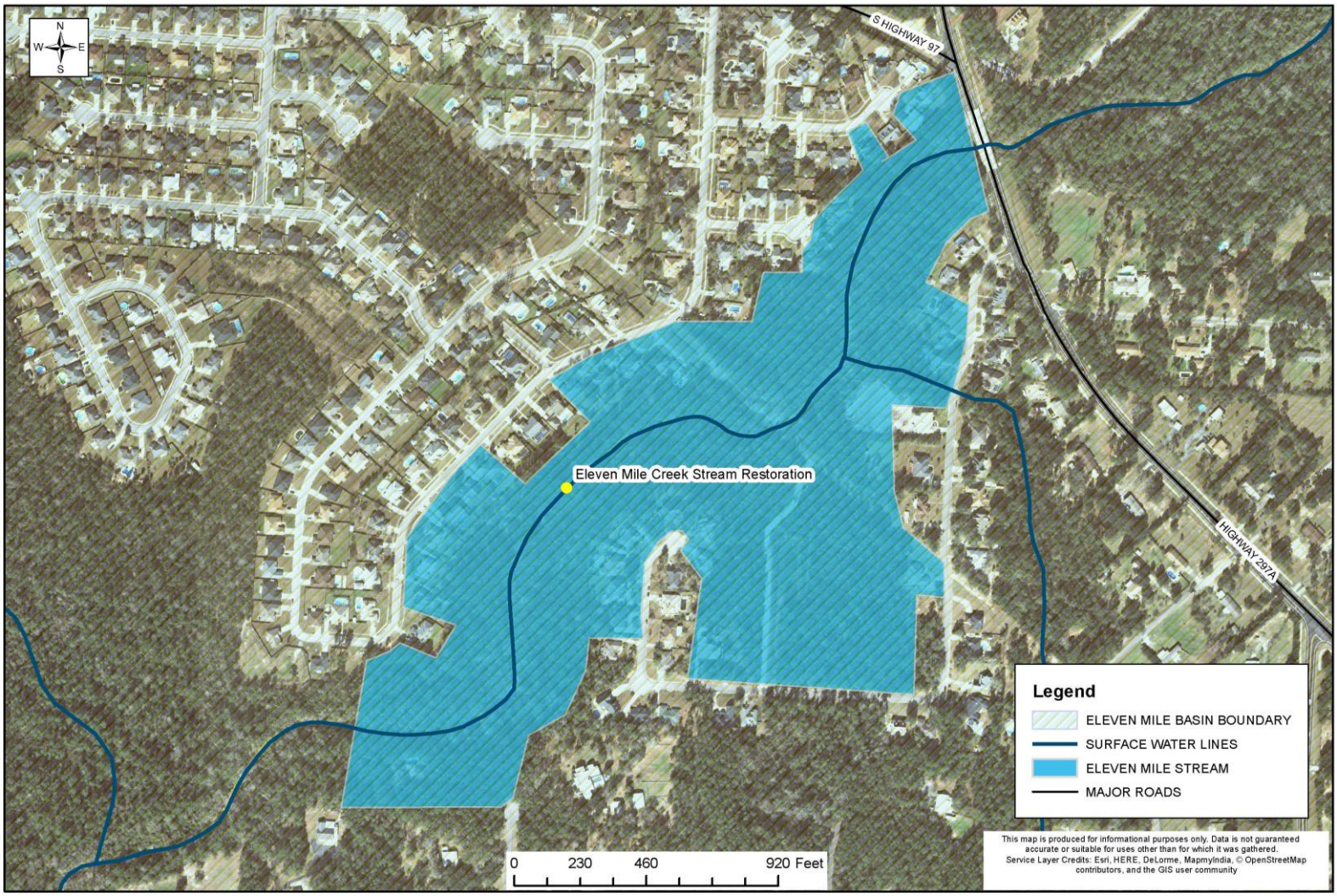
*FUTURE ACTIVITIES - $11,819,133
Implementation & Construction

- 3,500 linear ft. Stream Restoration
- 40 acres Floodplain Expansion
- Protect 160 Homes

Total Project Cost: $13,152,063

Leverage: $6,235,620 (HMGP Grant & LOST)

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans



Overall Project Benefits

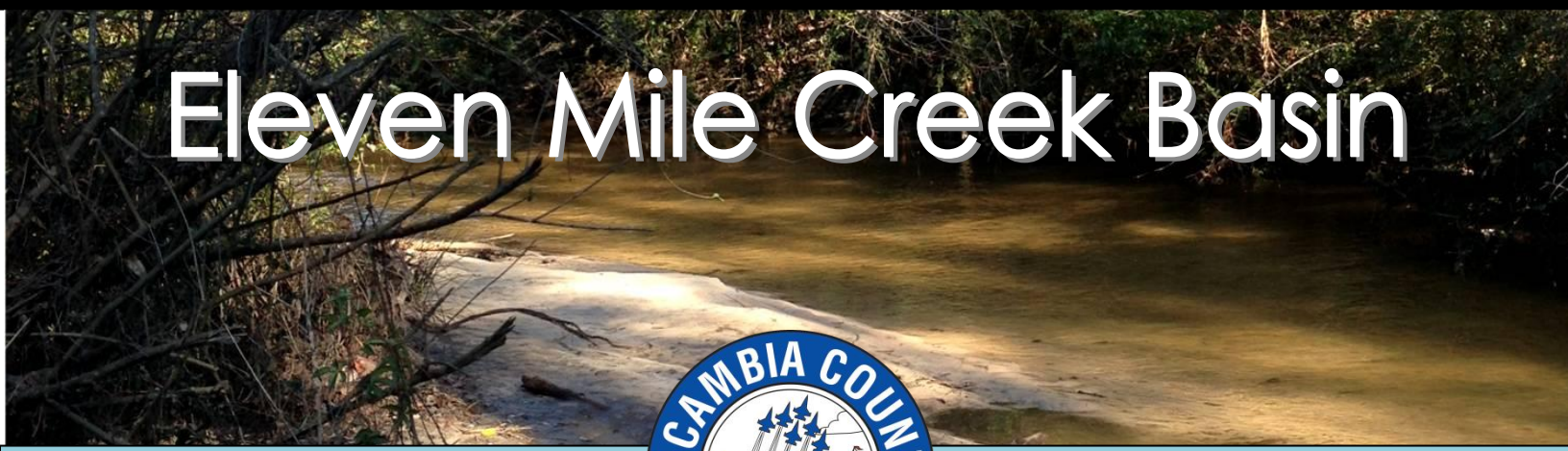
- 3,500 linear ft. Stream Restoration
- 40 acres Floodplain Expansion
- Protect 160 Homes from Flooding
- Riparian Zone Restoration/Preservation
- Increase Community Resilience
- Expand Wildlife Corridor
- Improve Water Quality/ Increase Dissolved Oxygen/Address TMDL
- Stormwater Runoff Treatment/ Reduction
- Support and Create Jobs

Best Available Science

Eleven Mile Creek Documented Impairments (See reference page)

- Impaired Waterbodies: Fecal Coliform TMDL- Bacterial Pollution Control Plan
- Sedimentation
- Nutrients
- Habitat Loss
- Low Dissolved Oxygen

Eleven Mile Creek Basin



OVERALL PROJECT DESCRIPTION

This project will add eleven stormwater ponds in the Eleven Mile Creek basin that will provide flood attenuation, improve water quality, and have a direct impact on all coastal areas of Escambia County that border Perdido Bay. Site one (1) is a pond near the Green Hills Road Tributary. The remaining ten (10) pond/stream restoration sites in the Eleven Mile Creek basin are being analyzed for land acquisition. One of the broader goals of this project is to reduce downstream stormwater flow rates and improve downstream water quality. The Green Hills site plan is for construction of a pond and/or floodplain restoration site upstream of the Green Hills Road culvert crossing. An immediate benefit will be that Green Hills Road will not be subject to roadway flooding during a 25-year storm event. Construction of the remaining eleven ponds will reduce roadway flooding throughout the Eleven Mile Creek basin. Ponds 2 through 11 are stormwater ponds/ floodplain creation sites that will similarly improve the Eleven Mile Creek Watershed downstream of the Green Hills Road culvert crossing. Construction of the attenuation sites will directly reduce downstream flooding and improve water quality by measurably reducing the amount of sedimentation and pollutants that enter Perdido Bay.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $268,800
Planning & Design for Stormwater Improvements

- Pond Creation & Location Planning
- Watershed Assessments
- Easement Determination & Land Acquisition
- Wetland Delineation & Permitting
- Pond & Floodplain Restoration Design

Primary Eligible Activity: Planning Assistance

Secondary Eligible Activity: Coastal flood protection and related infrastructure.

*FUTURE ACTIVITIES - $3,800,000
Implementation & Construction

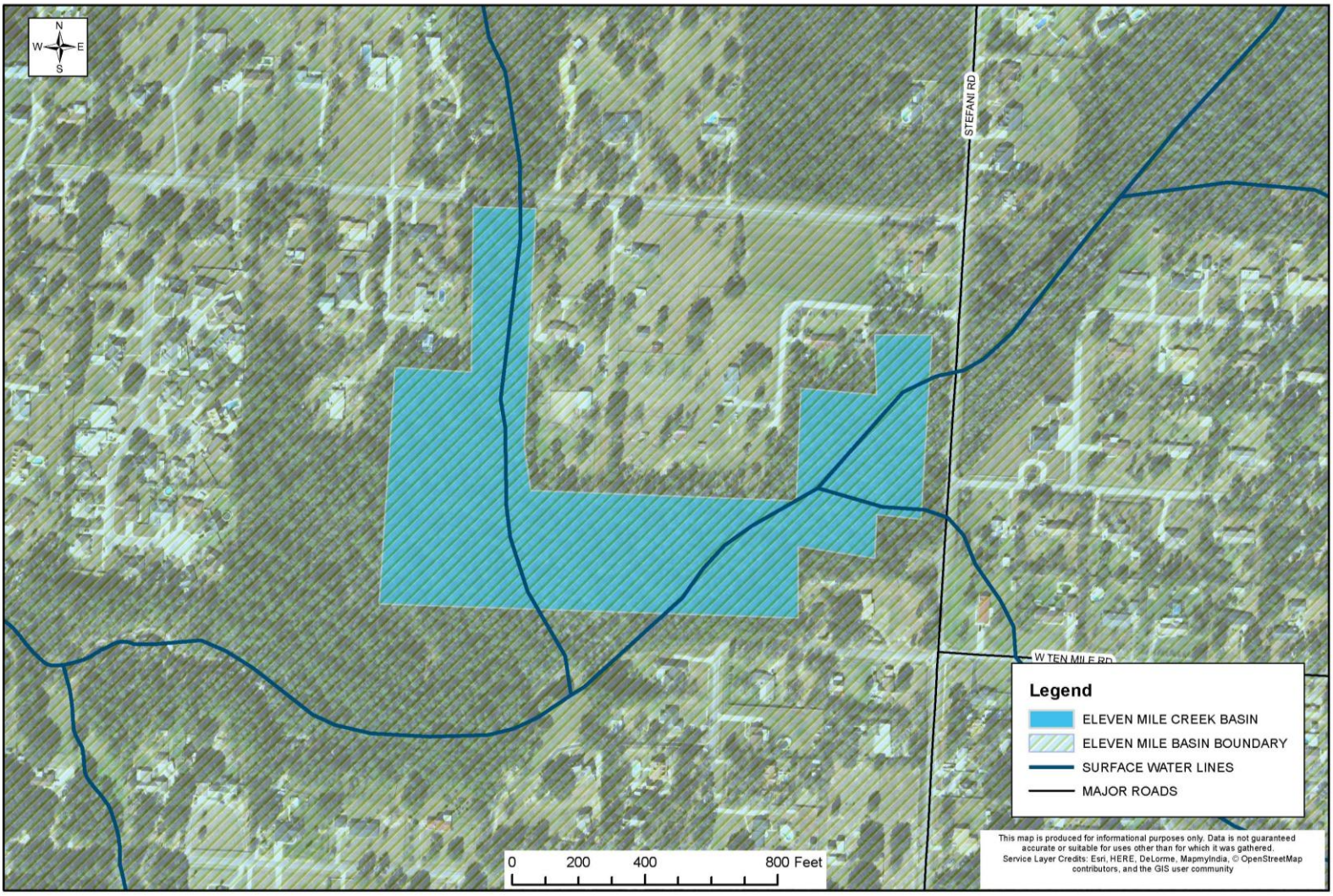
- Construction of Ponds and Stormwater Treatment Sites

Total Project Cost: $4,068,800

Leverage: $1,510,000 (Programmed LOST)

Long Term Project Cost: $43,200,000

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans.



Overall Project Benefits

- Flood Protection for 512 acres
- Protect 31,000 acres Downstream
- Protect Homes
- Increase Community Resilience
- Create 11 Stormwater Treatment Ponds
- Improve Water Quality/ Increase Dissolved Oxygen/ Address TMDLs
- Stormwater Runoff Treatment/ Reduction
- Low Dissolved Oxygen
- Support & Create Jobs

Best Available Science

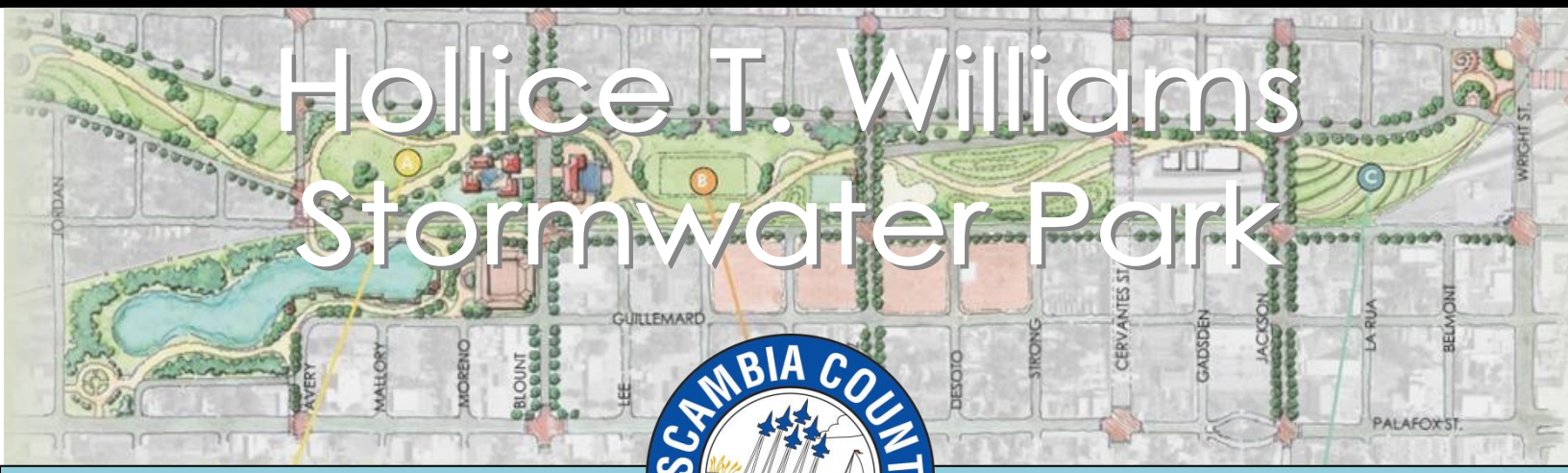
Documented Flooding (See Reference Page)

- Hydrological flow has been diverted by surrounding development
- Encroachment has increased water volume while reducing flow out of the creek

Eleven Mile Creek Documented Impairments (See reference page)

- Impaired Waterbodies: Fecal Coliform TMDL- Bacterial Pollution Control Plan

Hollice T. Williams Stormwater Park



OVERALL PROJECT DESCRIPTION

This project will construct a dual use stormwater and recreational-use basin under the Interstate 110 corridor. The project will aid the City of Pensacola in collecting, treating and routing 1.3 miles of stormwater that runs off elevated lengths of Interstate 110 near its southern terminus, providing relief to diverse historical neighborhoods in flood prone areas near Hollice T. Williams Park.

This park will also provide for multi-use recreational basins that support wellness, tourism and economic development goals of the City's comprehensive plan. Stormwater/recreation basins are effective tools that maximize the use of public lands while managing large run-off volumes generated quickly during storm events. Phase 1- complete project planning, design, and permitting. Phase 2- construction of the dry ponds/wet detention pond, multi-use areas, youth athletic fields, a walking path, landscaping, lighting and educational kiosks, benches, and gathering areas.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $1,597,320
Planning, Design, & Permitting

- Design/ Engineering/ Permitting

Primary Eligible Activity: Planning Assistance
Secondary Eligible Activity: Coastal flood protection and related infrastructure.

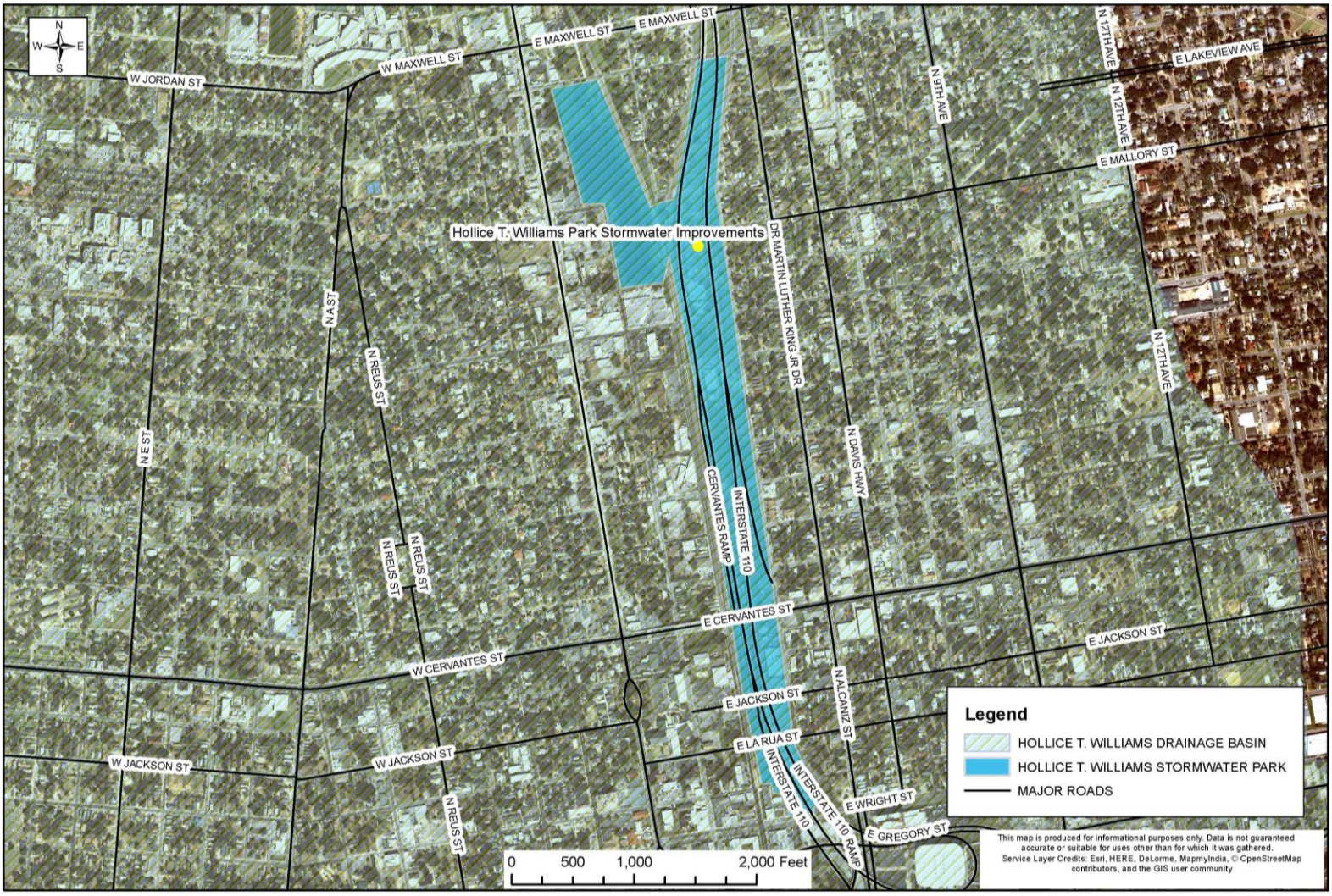
*FUTURE ACTIVITIES - $2,442,900
Implementation & Construction

- Treat 1.3 miles of Stormwater
- Dry Ponds
- Multi-Use Recreational Park
- Wet Detention Pond
- Landscaping
- Benches
- Gathering Areas
- Lighting
- Walking Path

Total Project Cost: $4,040,220

Leverage: $280,000 (stormwater facilities); $4,000 (in-kind)

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans



Overall Project Benefits

- Stormwater Runoff Treatment/ Reduction (1.3 miles)
- Reduce Flooding of Surrounding Historical Neighborhoods
- Increase Community Resilience
- Reduce Pollutant Loading on Surrounding Waterbodies
- Water Quality Improvements
- Increase Tourism Activities
- Provides Recreational Space

Best Available Science

- Severe Flooding Issues (See reference page)
- Improve Water Quality of Pensacola Bay



SOAR with RESTORE

OVERALL PROJECT DESCRIPTION

SOAR with RESTORE is a workforce development project which will stand up a workforce development program managed by Escambia County. The program will provide training to underserved communities such as Community Redevelopment Areas (CRAs) and minority communities. The program will focus on three main workforce development areas, including environmental hazard remediation, cybersecurity, and re-entry training for developing financial/social skills. These programs and skills were identified by a group of non-profit and for-profit organizations as well as Florida's Great Northwest as valuable skill sets to introduce underserved or re-entry individuals into the workforce. Escambia County will manage the program and work with partner community organization, to provide workforce training courses. The program will work with existing workforce development programs to fill training gaps and avoid program redundancy.

PROJECT DETAILS

2016-17 MYIP ACTIVITIES - $900,000

Program Establishment and Implementation for 2 Years

- Workforce Training
- Heritage Tourism
- Program Monitoring
- Outreach

Primary Eligible Activity: Workforce Development and job creation.

*FUTURE ACTIVITIES - $2,020,000

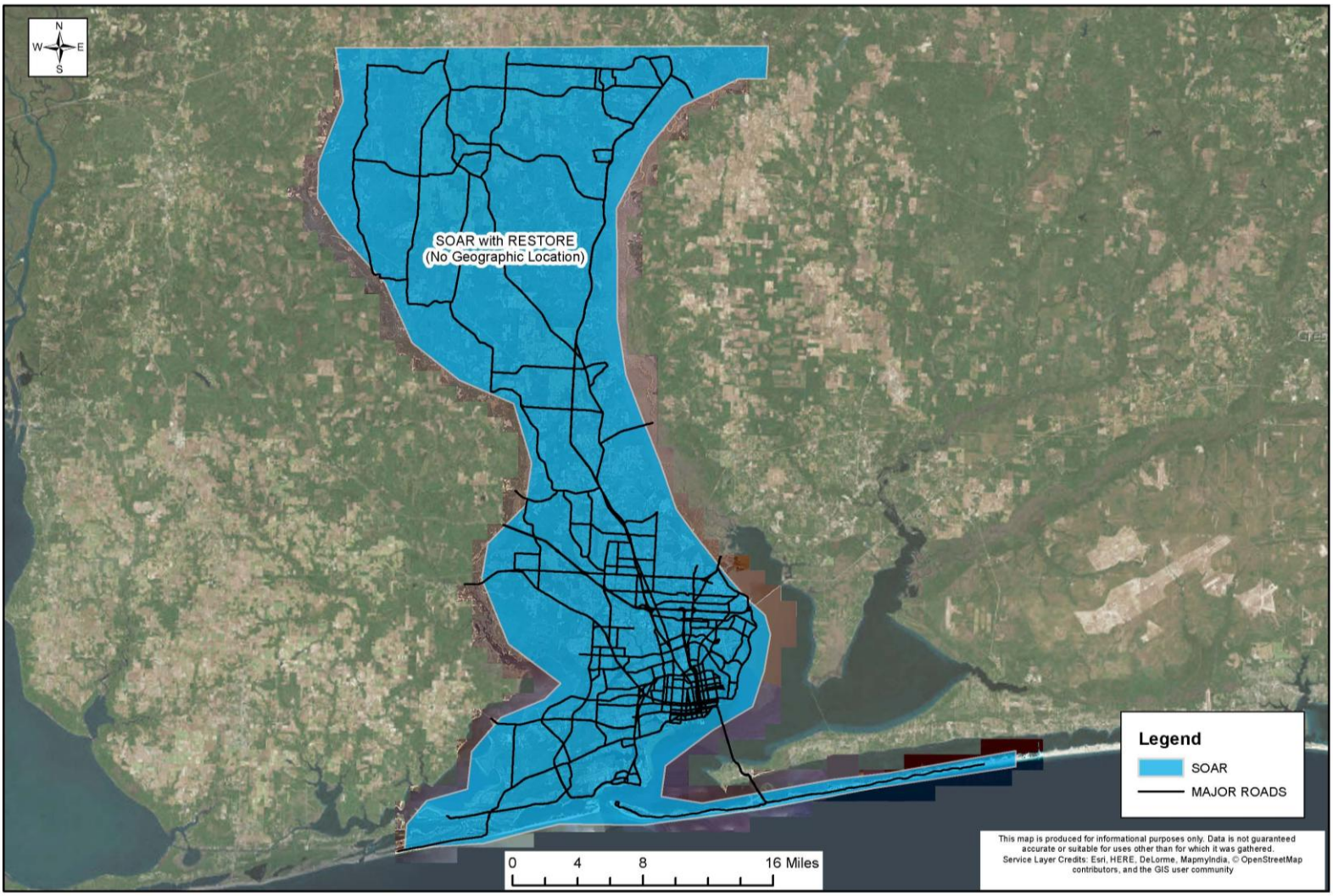
Program Implementation Continued

- Workforce Training
- Financial & Social Skills Training
- Heritage Tourism Marker Construction

Total Project Cost: $2,920,000

Leverage: $1,499,120 ($600,000-Unity in the Family Ministry, $399,120-New World Cleaning, $500,000-Hixardt Technologies)

*Future activities are not funded by the 2016-17 MYIP but could be funded in future multi-year plans



Overall Project Benefits:

- Workforce Development
- 25/yr Environmental Worker Training
- 25/yr At-Risk Re-entry Participants Trained in Finance & Social Skills
- 25/yr Educated in Cybersecurity
- Increase Organized Efforts to Expand and Enhance Program
- Involve Multiple Community Organizations

Best Available Science:

Addresses Need for Workforce Training Programs (See Reference Page)

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MYIP & RESTORE REFERENCES

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BEST AVAILABLE SCIENCE

Documentation of Project Importance and Need

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OLF8 COMMERCE PARK IMPROVEMENTS

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Interim Needs Assessment for Escambia County RESTORE Planning

Introduction:

Coastal communities throughout the Gulf region continue the costly and arduous task of repairing the damages inflicted on their ecological, environmental, economic, and social assets and supporting systems as a result of long standing decline and the Deepwater Horizon Oil Spill in 2010. In response to the unfolding requirements for RESTORE Act, Escambia County took the initiative to develop and administer a community inclusive collaborative planning structure. As part of that process, the Escambia County RESTORE Advisory Committee was convened in May 2013. Made up of community leaders with experience in the major RESTORE components of Environment, Infrastructure and Economy, this group was tasked with collecting information on the existing condition of Escambia County and understanding how that condition could be advanced by RESTORE based projects.

The following tables summarize issues and ideas presented to the Escambia RESTORE Advisory Committee at their monthly public meetings.

The goal is to provide a comprehensive list of issues and challenges facing the County which should be considered for planning purposes. The first three topic categories (environment, infrastructure, and economy) are the eligible criteria under the Direct Component of the RESTORE Act of 2012 (see first table). The final category (social issues) represents issues that may not be eligible for RESTORE funding, but could be eligible for other sources of federal and state funding.

Environment

Environmental Needs			
Improve surface water quality • Reduce point sources (industry, septic tanks, WWTPs[1]) • Reduce nonpoint sources (303d impaired waters, TMDL's, stormwater runoff) • Utilize watershed approach	Monitor and restore habitats • Terrestrial and aquatic habitats • Promote healthy populations of fish and shellfish • Promote adequate and healthy populations of impacted species – marine mammals, birds, and sea turtles • Manage invasive species • Continue clean-up efforts • Local post-disaster DWH[2] spill monitoring	Improve ambient air quality • Reduce water quality effects (mercury and nitrogen) • Reduce ground level ozone	Conserve and preserve ecologically sensitive areas • Threatened and endangered species • Land acquisition • Wildlife corridors • Preserve biodiversity
Expand environmental education • Best management practices for agricultural industries • Watershed education • Promote expansion of recycling programs	Remediate contaminated sites • Superfund sites • Cleanup and removal of improperly operated landfills and pits • Legacy contaminants (PCB's, PAHs)	Natural systems resiliency (see also Infrastructure Needs – Improve manmade infrastructure resiliency) • Address sea level rise • Address loss of habitat • Address erosion/ sedimentation	Improve drinking water quality

1. Wastewater Treatment Plants
2. Deepwater Horizon

Economy

Economic Needs			
Expand and diversify target Industries that pay above the average median wage • High tech manufacturing • Aviation/aerospace • IT/cyber security • Telecommunications/ call centers • Renewable energy and sustainability • Young professionals	Develop/create jobs • Arts and entertainment • Cottage industries • Green industries	Redevelop existing sites • Promote infill development • Limit urban sprawl • Community Redevelopment Areas • Brownfields sites • Port of Pensacola	Attract and grow small businesses • Improve business opportunities for minorities • increase minority business development
Strengthen tourism industry • Expand heritage and cultural tourism • Expand ecotourism • Incorporate universal design to accommodate people with disabilities • Expand focus on overnight stays to include daytime visitors • Expand year-round tourism (arts, sports, heritage, convention sectors)	Increase tourism marketing • Promote local seafood • Publicize beneficial effects of RESTORE activities	Build upon existing assets • Military bases • Multi-modal transportation network • Business parks • Port of Pensacola	Develop skilled workforce • Improve adult basic education/GED • Increase youth employment opportunities and job training • Develop workforce readiness programs • Expand STEM programs • Build employable skills into existing curriculums • Increase technology/media training • Programs for minorities and persons with disabilities • Recruit talent to the area

Infrastructure

Infrastructure Needs			
Improve transportation systems • Incorporate complete streets – sidewalks, bike lanes, multi-modal paths, tree cover/ vegetation, and streetlights • Add more walkable areas • Increase and improve mass transit and carpooling opportunities	Improve manmade infrastructure resiliency • Address critical infrastructure • Stabilize/protect coastal access areas • Ensure adequate hurricane/ disaster evacuation routes	Incorporate low impact development and sustainable design • Retrofit county and city facilities with green infrastructure • Utilize renewable energies such as solar panels on public schools and buildings	Prepare community for new technologies • Electric/ solar/CNG charging station networks • Connected vehicles • ITS (intelligent transportation systems)
Enhance infrastructure maintenance • Improve roads, highways, and bridges • Improve utility lines- gas, sanitary sewer, water distribution • Improve WWTPs • Upgrade/improve port facilities	Develop and expand stormwater management systems • Prevent flooding	Improve coastal facilities • Improve/update coastal parks • Improve parking and public access to waterfront	

Social Issues

Social Needs*			
Improve community health • Affordable health care • Develop anti-tobacco programs • Develop obesity reduction and physical activity programs • Mental health programs • Drug and alcohol rehabilitation programs • Address food deserts • Improve access to nutritious food	Target traditionally underserved areas and populations • Meet needs of disabled citizens • Improve literacy efforts • Improve African-American infant mortality rates • Meet needs of minority community	Reduce crime and improve public safety, especially in traditionally underserved areas • Utilize CPTED techniques (Crime Prevention through Environmental Design)	Support environmental justice • Ensure adequate and equal environmental quality for low-income, traditionally underserved, and minority areas
Improve education system • Facilitate early childhood education • Improve schools	Address poverty • Address homelessness	Conduct health impact studies for incident and clean-up activities	Reduce/eliminate litter and nuisance species/pests
Provide more affordable housing options	Build family support services	Preserve cultural heritage	Support ex-offender re-entry programs

*Social Needs are non-RESTORE eligible activities, but are needs represented as community preferences.

ELIGIBLE ACTIVIES UNDER RESTORE CRITERIA

RESTORE Act Citation	RESTORE Language	Equivalent Needs Assessment Topic
§1603(3)(t)(1)(B)(i)(I)	Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.	Environment
§1603(3)(t)(1)(B)(i)(II)	Mitigation of damage to fish, wildlife and natural resources.	Environment
§1603(3)(t)(1)(B)(i)(III)	Implementation of a federally approved marine, coastal, or comprehensive conservation management, including fisheries monitoring.	Environment
§1603(3)(t)(1)(B)(i)(IV)	Workforce development and job creation.	Economy, Social Issues
§1603(3)(t)(1)(B)(i)(V)	Improvements to or on State parks located in coastal areas affected by the Deepwater Horizon Oil Spill	Environment, Economy, Infrastructure
§1603(3)(t)(1)(B)(i)(VI)	Infrastructure projects benefitting the economy or ecological resources, including port infrastructure	Environment, Economy, Infrastructure
§1603(3)(t)(1)(B)(i)(VII)	Coastal flood protection and related infrastructure	Environment, Economy, Infrastructure
§1603(3)(t)(1)(B)(ii)(I)	Promotion of tourism in the Gulf Coast Region, including recreational fishing	Environment, Economy
§1603(3)(t)(1)(B)(ii)(II)	Promotion of the consumption of seafood harvested from the Gulf Coast Region.	Environment, Economy

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Escambia County Project Selection Criteria

The project selection criteria presented below are derived from the Interim Needs Assessment for Escambia County v2.2 and will be used to evaluate projects submitted to Escambia County for funding consideration and inclusion in the Multiyear Implementation Plan (MYIP) required by the RESTORE Act. The criteria are divided into five major categories: Baseline Criteria, Environmental Criteria, Economic Criteria, Infrastructure Criteria, and Bonus Criteria.

Each submitted project will be evaluated for its eligibility for RESTORE funding and the degree to which it addresses the needs of Escambia County. Therefore, each project will be scored against all criteria in each category. Projects will receive an overall score that will be the accumulation of the points awarded. The criteria in each category contain brief descriptions to serve as guidance examples to the project applicants. This guidance is meant to assist applicants in obtaining the maximum number of available points for each criteria. The guidance is not meant to be an exhaustive listing of all possible strategies to achieve the criteria. Projects will be evaluated by the County based upon the best available science to determine the full range of benefits provided by the project and the feasibility to achieve the described results. Applicants are encouraged to provide a thorough explanation of the project, expected outcomes, and include supporting documentation to assist the County in its evaluation.

Project submittals must conform to all applicable federal, state, and local laws and codes including, but not limited to, Americans with Disabilities Act, Rehabilitation Act of 1973, U.S. Access Board, National Environmental Policy Act, National Historic Preservation Act, Davis-Bacon Act, Florida Building Code, and the Escambia County Land Development Code. Projects that do not comply will not be considered for scoring.

Baseline Criteria (Regulatory and Programmatic) -- ALL submitted projects must meet the minimum criteria in this category	BC Subtotal 12
1. Project Justification. Proposed project is adequately described to determine feasibility and the budget includes reasonable and justifiable costs. **Criteria Guidance** • Project budget provides detailed expenditure plan • Costs are practical and are appropriately aligned with project activities • Proposed project includes all supporting documentation to justify proposal	# of av. Points 3
2. Timing. Proposed project can be implemented and benefits realized within a reasonable and acceptable timeframe. **Criteria Guidance** • Applicable permits and permissions have been identified • Project timeline is sufficiently detailed to determine duration of design and construction and anticipated milestones for completion and monitoring	# of av. Points 3
3. Public Interest. Proposed project is in the public interest. **Criteria Guidance** • Projects performed by a public entity on public property or property under public control are deemed to be in the public interest • Projects performed, in part or whole, on private property must provide evidence of public benefit as determine by Escambia County	# of av. Points 3

4. Monitoring Plan. Proposed project includes a comprehensive monitoring and success measurement plan. **Criteria Guidance** • Proposed project includes applicable periodic maintenance • Proposed project establishes monitoring plan and applicable success measures	# of av. Points 3

Environmental Criteria	EVC Subtotal 20
1. Habitat Restoration. Proposed project improves, enhances, or restores the structure and function of upland, coastal, bays, bayous, wetlands, rivers, lakes, streams, or marine natural systems, benefiting native flora and fauna. **Criteria Guidance** • Restores, improves, or enhances ecological function – natural hydrological function, tidal connections, soil composition, vegetation diversity and renewal • Restores, improves, or enhances community structure – Increases native vegetation, biodiversity, or beneficial substrate • Removal of non-native species • Removal of fish passage barriers • Benefits fish and wildlife, especially listed species (threatened and endangered)	# of av. Points 5
2. Habitat Conservation and Preservation. Proposed project maintains or improves the structure and function of upland, coastal, bays, bayous, rivers, lakes, streams, or marine natural systems, benefiting native flora and fauna.	# of av. Points 5

Criteria Guidance • Establishes conservation easement or wildlife corridor • Reduces unnatural disturbances • Implements or establishes habitat management plan or other best practice	
3. Water Quality Improvement. Proposed project reduces point and nonpoint sources of pollutants entering local waterways, provides treatment to improve water quality, or proposes other measures which will improve water quality. **Criteria Guidance** • Point Source reduction – reduces pollutant loading from point sources, installation of Best Management Practices (BMP's) • Nonpoint Source reduction – reduces pollutant loading from nonpoint sources – reduces impervious surface coverage, implementation of BMP's (such as bioretention, vegetated buffer preservation, etc.), reduces sedimentation • Treatment – provides treatment for nutrients or legacy contaminants • Improves impaired (303d or evidence of impairment) waterway	# of av. Points 5

4. Natural Systems Resiliency. Proposed project increases ability of natural systems to withstand disasters and adapt to changing environmental conditions due to climate change, associated sea level rise, and other factors. **Criteria Guidance** • Stabilizes shoreline/provides natural wave attenuation • Increases species and/or ecosystem adaptability to changing conditions • Provides for natural successional progression • Improves air quality	# of av. Points 5

Economic Criteria	EC Subtotal 20 pts
1. Tourism and Tourism Opportunities. Proposed project provides for increases in tourism activity through new or additional marketing efforts, improvements to existing attractions, or addition of new destinations or attractions. **Criteria Guidance** • Provides increased or additional public access to the waterfront or other tourism destinations • Enhances existing attractions or destinations • Increases total annual visitor count • Increases access to cultural tourism or local historical assets • Promotes tourism destinations through marketing or promotional efforts	# of av. Points 4

2. Recreational Fishing and Local Seafood. Proposed project increases recreational fishing opportunities through increased or improved access to fisheries, marketing and promotion of local recreational fishing and seafood, removal of barriers to recreational fishing, and increases in fishing stock/habitat. **Criteria Guidance** • Improves opportunities through addition of artificial reefs, oyster reefs, Submerged Aquatic Vegetation (SAV), or similar • Increases access to fishing opportunities through addition of fishing piers, boat ramps, or similar • Promotes recreational fishing and/or local seafood consumption through marketing and promotional activities	# of av. Points 4
3. Job Creation. Proposed project provides for new seasonal, temporary, part time, full time, and/or higher wage jobs within the County. **Criteria Guidance** • Creates temporary, seasonal, or part time jobs • Employs 1-10 people with equal to or more than average annual median wage • Employs 11-25 people with equal to or more than average annual median wage • Employs more than 25 people with equal to or more than average annual median wage • Jobs created are in local targeted industries or supporting infrastructure industries as identified by the Pensacola Community Economic Development Association (CEDA) and amended periodically	# of av. Points 4

4. Industry and Business Growth. Proposed project directly contributes to expansion of existing industry/business or siting of a new industry/business in local targeted industries.
 	
Criteria Guidance
• Provides for expansion of existing business in local targeted industry
• Provides for new business(es) in local targeted industries
• Measurable Gross Domestic Product (GDP) increase
• Project Return on Investment (ROI) is:
  ○ 3:1 or better
  ○ Between 1:1 and 3:1
  ○ 1:1 or less
	# of av. Points
	
	4

5. Workforce Development. Proposed project provides innovative higher education, job training, or other workforce training/career development which increases the total skilled workforce pool and advances opportunities for higher wage employment. **Criteria Guidance** • Improvement to existing workforce program which includes multiple career pathway programs • Provides industry focused training resulting in certification for trainees • Addresses workforce gaps in specific industries as identified by the CEDA • Development or expansion of youth employment and training opportunities in STEM fields • Targets “at-risk” groups for job training	# of av. Points 4

Infrastructure Criteria	IC Subtotal 20
1. Transportation Network Improvements. Proposed project improves components of existing transportation network or adds new features to transportation network such as roads, sidewalks, bike lanes, multi-modal paths or trails, streetlights, and urban/street landscaping. **Criteria Guidance** • Improves existing roads and bridges or provides new roads and bridges • Provides additional bicycle and pedestrian improvements • Incorporates complete streets design including street lighting, traffic calming, and pedestrian safety • Adds to or improves multimodal network including waterways, ports, railways, and mass transit • Improves existing or adds new greenway paths and trails	# of av. Points 6
2. Flooding Improvements. Proposed project provides structural improvements or additions which will reduce flooding to homes and businesses, thereby reducing overall disaster costs and increasing economic resilience. **Criteria Guidance** • Proposed project will decrease frequency and/or intensity of flooding events (i.e. through reduction of impervious surface coverage or increased storage/retention) • Retrofits, repairs or replaces existing stormwater management infrastructure • Strategically adds new stormwater management components such as attenuation	# of av. Points 7
3. Community Resiliency. Proposed project increases community resiliency by strategically retrofitting, upgrading, or replacing critical infrastructure, utilizing renewable energy, or by implementing other disaster preparatory mechanisms.	# of av. Points

Criteria Guidance • Repairs or upgrades existing infrastructure • Repairs or upgrades existing critical infrastructure • Strategically adds new critical infrastructure, which reduces community vulnerability to natural and manmade disasters • Includes disaster planning measures • Includes necessary addition of shelters or evacuation routes	7

Bonus Criteria (Additional Points)	BNC Subtotal 34
1. Benefits Traditionally Underserved Persons or Areas. Proposed projects improves opportunities for disadvantaged or traditionally underserved persons or areas, such as low-income areas, areas of minority concentration, persons with disabilities, persons with limited English proficiency, etc. **Criteria Guidance** • Project is located in low income, very low income, or primarily minority neighborhood (as defined by U.S. Census tract) • Project incorporates universal or creative ADA design beyond the minimum requirements, providing increased access for persons with disabilities • Training and job creation benefits disadvantaged or traditionally underserved persons • Project benefits disadvantaged or traditionally underserved groups in other ways	# of av. Points 2
2. Community Health. Proposed project improves physical or mental health of the community through health improvement programs or health education.	# of av. Points

Criteria Guidance • Project provides affordable access to healthy food • Project proposes to improve public health, disease, or mental health issues • Project provides the public with opportunities for increased physical activity	3
3. Neighborhood Benefits. Proposed project provides neighborhood benefit such as increased affordable housing, reduction in crime, or significant aesthetic improvements. **Criteria Guidance** • Increases access to affordable housing • Helps reduce crime / increases safety • Project is located in Community Redevelopment Area (CRA), brownfields area, Enterprise Zone, etc.	# of av. Points 3
4. Local Preference. Proposed project utilizes local labor force or promotes local small businesses. **Criteria Guidance** • Utilizes local labor • Promotes small local businesses	# of av. Points 3
5. Education and Awareness. Proposed project enhances childhood education.	# of av. Points 2

Criteria Guidance • Project includes pre-k – 12 education or outreach	
6. Environmental Outreach. Proposed project includes environmental outreach component. **Criteria Guidance** • Proposed project engages citizens in the active preservation, protection, or restoration of natural resources • Proposed project provides for environmental education signage at the project site	# of av. Points 2
7. Cultural and Historic Resources. Proposed project provides for preservation, protection or restoration of cultural, historical, or archaeological significant resources above and beyond minimum regulatory requirements. **Criteria Guidance** • Project may include adaptive reuse of buildings or other existing assets	# of av. Points 2
8. Consistency with Local Plans. Proposed project is consistent with or implements existing adopted plans.	# of av. Points 2

Criteria Guidance • Project is identified in an adopted plan such as the Surface Water Improvement and Management (SWIM) Program, Basin Management Action Plan (BMAP), Comprehensive Economic Development Strategy, Capital Improvement Plan (CIP), or other City, County, State, or Regional plan	
9. *Green Design.* Project incorporates green design elements such as Leadership in Energy & Environmental Design (LEED) principles or other energy and water efficiency/ conservation measures. **Criteria Guidance** • Project integrates LEED principles or other energy efficiency and conservation design features • Project integrates water conservation design features beyond minimum standards • Project includes renewable energy component • Project integrates recycling and reuse of materials • Project includes other sustainable or low impact design feature	# of av. Points 2
10. *Leverages funds*. Proposed project leverages funds by qualifying for additional cash or in-kind matching funds; submitter can demonstrate additional funding commitment connected to the project.	# of av. Points 7

Criteria Guidance • In-kind matching funds provided • Other local/state grant matching funds provided • Parallel other matching grant funds provided • Parallel federal matching grant funds provided	
11. *Sustainability and Efficiency.* The project approach utilizes efficiency measures and provides long term benefits. **Criteria Guidance** • Proposed project links outcomes, partners, or lands to leverage overall impact • Proposed project provides long-term benefit(s) beyond life of funding period • Proposed project builds upon existing community assets • Proposed project does not produce negative environmental impacts	# of av. Points 2
12. *Planning and Partnerships.* Project planning and design are complete; project includes beneficial partnership. **Criteria Guidance** • Project includes beneficial partnership • Project planning and design is complete / project is shovel ready	# of av. Points 2

13. ***Enhanced Tourism Opportunities.*** Proposed project provides for enhanced tourism opportunities during the "off season" of September 1 through March 31.	# of av. Points
Criteria Guidance • Project includes sustainable tourism development strategies targeted towards "off season" tourism such as sports and adventure tourism, cultural tourism, ecotourism, and business and conference tourism	2

Max Points = 72
Bonus Points = 34
Max Total Points = 106

Definitions

1. Project Applicant – an individual, company, agency, organization, or other entity which submits a project proposal or idea to the project portal for consideration in the Escambia County MYIP; a project applicant can be anyone
2. Award Recipient – an organization or company which has been selected to receive funds for purposes of implementing a project included in the adopted MYIP; an award recipient must meet all federal and local grant and procurement requirements
3. Natural successional progression – the specific process by which the structure of a biological community evolves over time; stages of succession depend on community type
4. Average annual median wage – the estimated total annual wages of an occupation divided by its estimated employment
5. Community Economic Development Association of Pensacola (CEDA) – an organization formed in 2015 whose core mission is creating, growing and retaining good paying jobs for the community
6. Gross Domestic Product (GDP) – the total value of goods and services provided over a period of one year in Escambia County
7. Return on Investment (ROI) – a metric used to evaluate and project the returned benefits of a project compared with the monetary inputs
8. STEM fields – Science, Technology, Engineering and Math
9. "At-risk" groups (as applicable to workforce development) – groups of persons who are unemployed, underemployed, working poor, or disenfranchised due to disability, place

of residence, geographic location, age, race, sex, or socioeconomic status; may include, but not limited to, public assistance recipients, ex-offenders, persons with disabilities or chronic health issues, single parents, domestic violence victims, dislocated workers, homeless, multi-generational poverty, minorities, veterans, disconnected youth (ages 16-24 not in school, unemployed/ underemployed), older individuals (ages 55+), persons with limited English proficiency, or transportation disadvantaged

10. Community resilience – a measure of the sustained ability of a community to utilize available resources to respond to, withstand, and recover from adverse situations, including disasters
11. Critical infrastructure – the assets, systems, or networks considered essential to Escambia County's public health, safety, security, or economy; may include energy transmission, communications, water supply, hospitals, etc.
12. Traditionally underserved persons or groups – a group of individuals who, because of disability, place of residence, geographic location, age, race, sex, or socioeconomic status, have historically faced barriers to participation in the decision making and public policy process; may include, but not limited to, elderly people, culturally diverse populations such as African-Americans, Native American Indians, non-English speaking persons, persons living in rural, isolated areas, persons with disabilities such as deaf-blindness, and persons who are medically fragile such as persons with AIDS
13. LEED – Leadership in Energy and Environmental Design; a development rating system of the U.S. Green Building Council
14. Beneficial partnership – a well-defined relationship entered into by two or more organizations to achieve a common goal of project implementation; includes outline of jointly developed structure, shared responsibility, accountability for success, and sharing of resources
15. In-kind matching funds – non-cash donations in the form of real property, equipment, supplies, services, and qualified salaries and wages (including volunteer labor) consistent with federal guidance

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APPENDIX A

ESCAMBIA COUNTY 2016-17 MYIP MATRIX & NARRATIVE

RESTORE ACT Direct Component Multiyear Plan Matrix — Department of the Treasury									OMB Approval No. 1505-0250
Applicant Name:	Escambia County, FL								
1. MULTIYEAR PLAN VERSION (INITIAL OR AMENDMENT NUMBER):	Initial		**2a. DATE OF INITIAL MULTIYEAR PLAN ACCEPTANCE (mm/dd/yyyy):**			N/A	**2b. DATE OF LAST MULTIYEAR PLAN ACCEPTANCE:**		N/A
3. CUMULATIVE DIRECT COMPONENT ALLOCATION AVAILABLE FOR DISTRIBUTION TO APPLICANT:			$15,895,553.99	**4. TOTAL ALLOCATIONS PLUS KNOWN FUNDS NOT YET DEPOSITED IN TRUST FUND FOR DIRECT COMPONENT:**					$70,683,054.63
5. Primary Direct Component Eligible Activity Further Described in Application (Static Field)	**6. Activity Title (Static Field)**	**7. Location (Static Field)**	**8. Estimated Total Funding Contributions For Proposed Activity(ies)(refer to Instructions)**				**9. Proposed Start Date mm/dd/yyyy**	**10. Proposed End Date mm/dd/yyyy**	**11. Status (refer to Instructions)**
			8a. Direct Component Contribution	**8b. Other RESTORE Act Contribution**	**8c. Other Third Party Contribution**	**8d. Total Contribution**			
Planning Assistance	Carpenter Creek and Bayou Texar Revitalization Plan	Carpenter Creek & Bayou Texar, Pensacola, FL	$1,308,000.00			$1,308,000.00	03-2018	03-2020	
Planning Assistance	Project Universal Access	Pensacola Beach, FL Perdido Key, FL	$360,000.00			$360,000.00	03-2018	03-2020	
Planning Assistance	Perdido Key Gulf of Mexico Public Access	Perdido Key, FL	$147,600.00			$147,600.00	03-2018	03-2020	
Infrastructure projects benefiting the economy or ecological resources, including port infrastructure	Perdido Key Multi-Use Path	Perdido Key, FL	$960,000.00		$290,000.00	$1,250,000.00	07-2018	07-2020	
Planning Assistance	OLF8 Commerce Park Improvements	Frank Reeder Road, Beulah, FL	$1,524,000.00			$1,524,000.00	03-2018	03-2020	
Planning Assistance	South Dogtrack Drainage Project	South Dogtrack Road, Pensacola, FL	$240,000.00			$240,000.00	03-2018	03-2020	
Planning Assistance	Hollice T. Williams Stormwater Park	1601 North Hayne Street Pensacola, FL 32503	$1,597,320.00			$1,597,320.00	03-2018	10-2018	
Workforce development and job creation	SOAR with RESTORE	Pensacola, FL	$900,000.00			$900,000.00	03-2018	03-2020	

Planning Assistance	Eleven Mile Creek Basin	Eleven Mile Creek, Pensacola, FL	$268,800.00			$268,800.00	03-2018	03-2021	
Planning Assistance	Eleven Mile Creek Stream Restoration	Eleven Mile Creek, Pensacola, FL	$1,332,930.00			$1,332,930.00	03-2018	03-2021	
						$0.00			
						$0.00			
						$0.00			
						$0.00			
	12. ESTIMATED TOTAL FUNDING CONTRIBUTIONS FOR ACTIVITY(IES) (refer to Instructions)		$8,638,650.00	$0.00	$290,000.00	$8,928,650.00	**Please note: Grant awards may reflect non-material changes in proposed dates and estimated funding.**		

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

RESTORE ACT Direct Component Multiyear Plan Narrative

Department of the Treasury

OMB Approval No. 1505-0250

Directions: Use this form for the Initial Multiyear Plan and any subsequent amendments to an accepted Multiyear Plan. For amendments, include only new and/or materially modified activities.

Multiyear Plan Version (Initial or Amendment Number):	Initial
Date of Initial Multiyear Plan Acceptance:	N/A
Date of Last Multiyear Plan Acceptance:	N/A

Eligible Applicant Name:	Escambia County, FL
Name and Contact Information of the Person to be contacted (POC) on matters concerning this Multiyear Implementation Plan:	
POC Name:	Chips Kirschenfeld
POC Title:	Natural Resources Management Department Director
POC Email:	jtkirsche@myescambia.com
POC Phone:	850-595-1630

NARRATIVE DESCRIPTION:

1. A description of each activity, including the need, purpose, objective(s), milestones and location. Include map showing the location of each activity.

1) Carpenter Creek and Bayou Texar Revitalization Plan

DESCRIPTION: The Carpenter Creek and Bayou Texar Revitalization Plan project is a planning assistance activity towards the development of a strategic management plan to identify and address environmental restoration and conservation needs in Carpenter Creek and Bayou Texar, Pensacola, FL. The plan will kick-off with a public stakeholders meeting to share concerns, questions, and ideas. An in-depth environmental assessment will inventory and characterize existing and historic conditions of the watershed including water quality and quantity, sediment quality, species abundance and diversity, and stream health. The assessment will also qualify and quantify impacts of impervious cover encroachment, infrastructure impediments, and stormwater. All potential projects will be developed and prioritized based on assessment outcomes, will include stakeholder input, and will follow Best Management Practices (BMPs) and Best Available Science (BAS).

NEED: Carpenter Creek and Bayou Texar have experienced environmental degradation since the 1950s. These waterways currently have verified 303(d) listed impairments for bacteria (fecal coliform) in addition to mercury impairments in fish tissue (throughout Florida) in Bayou Texar. While some improvements have been made to the system, the watershed lacks a holistic management plan. This plan will identify improvements and restoration based on BMPs, BAS, and provide a sequence for comprehensive improvements in the watershed.

PURPOSE: To develop a comprehensive restoration management plan for Carpenter Creek and Bayou Texar that addresses legacy contaminants/impairments and development pressures/practices as well as a list of future restoration activities and projects through stakeholder meetings and BAS.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this Information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

OBJECTIVE: Create a planning document which will identify and plan for future development of infrastructure projects benefitting ecological resources and restoration and protection of the natural resources.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Environmental & Watershed assessment 4) Draft plan, 5) Final plan.

2) Project Universal Access

DESCRIPTION: Project Universal Access is a planning assistance activity that will evaluate public infrastructure, including facilities, in Escambia County for compliance with Americans with Disabilities Act (ADA) Standards to identify enhancement opportunities to meet the needs and desires of citizens with disabilities by upgrading existing infrastructure, including facilities. An evaluation of public access locations will include public parks, trails, and boardwalks on Pensacola Beach, Perdido Key, and shoreline parks in Escambia County. Subsequently, a needs assessment will be produced resulting from the evaluation and input from stakeholders in the community. Citizens, specifically disabled citizens, will provide input to identify amenities and priorities to include in the needs assessment and future implementation by Escambia County and partner community organizations. The needs assessment will identify priorities where enhanced amenities can be included in existing public infrastructure and facilities to enable marketing Escambia County as a destination for disabled tourists to enhance the economy. Example amenities include multisensory educational kiosks, dune walkovers with observation decks, beach mat access to the Gulf of Mexico, chemical sensory standards, and restroom/parking facilities.

NEED: According to the latest U.S. Census data, there are 56.7 million people in the United States with a disability. The Center for Independent Living Disability Resource Center estimates 54,000 persons with disabilities reside in Escambia County, and 10.4% of Escambia County's population with a disability are under the age of 65. A lack of adequate disabled public access locations at boat ramps, parks, education trails, and Gulf of Mexico beaches exists in Escambia County. While all new improvements must meet the latest ADA Standards, many of the older public facilities and infrastructure do not meet the needs and desires of disabled persons today. There is a need to update and enhance public infrastructure before the county can effectively market Escambia County to disabled tourists.

PURPOSE: To develop a needs assessment outlining priorities and projects recommended by community stakeholders to enhance public access amenities for disabled persons which will be used to recommend future construction projects in order to effectively promote Escambia County as a disability friendly destination.

OBJECTIVE: Planning assistance that will lead to infrastructure benefiting the economy.

MILESTONES: 1) Evaluation report of existing infrastructure, 2) Public stakeholder meetings, 3) Draft needs assessment, 4) Final needs assessment 5) Project prioritization.

3) Perdido Key Gulf of Mexico Public Access

DESCRIPTION: The Perdido Key Gulf of Mexico Public Access project is a planning assistance activity that will fund the planning, design, and permitting for public infrastructure improvements to facilitate public access, attract additional people to the community, and enhance the economy. Amenities will include public parking, restroom facilities, covered picnic facilities, and a dune walkover with observation platform. Undeveloped areas will be enhanced through habitat restoration to maximize benefits to the endangered Perdido Key beach mouse. Habitat restoration creates connectivity among identified critical habitat areas and balances community desire for public access while providing critical beach mouse habitat. Dune restoration will mitigate for construction activities. Additionally, a near-shore artificial reef will be designed and permitted for increased recreational opportunities to attract additional people for snorkeling, diving or fishing. Public access infrastructure provides connectivity and access to the artificial reef allowing for resources to be enjoyed by the public.

NEED: Escambia County has prioritized enhancing public access to the Gulf of Mexico and preservation of Perdido Key beach mouse critical habitat. Escambia County owns and maintains three beach access areas on Perdido Key. Existing County beach access includes approximately 2.2 acres, 245 feet of gulf-front shoreline, and 86 parking spaces (including existing ADA parking). Through the addition of 50 parking spaces, public beach access parking will be significantly increased. Additionally, there are currently no public beach access areas that facilitate full ADA access to the bathing beach near the Gulf waters in Perdido Key. Design and future construction will implement the latest ADA Standards to provide access to all Escambia County citizens and visitors and will benefit the economy by promoting access and local businesses. The Perdido Key beach mouse was federally listed as an endangered species in 1985 under the Endangered Species Act. Habitat loss and fragmentation are the primary threat to its continued existence. The Perdido Key Habitat Conservation Plan, approved by the U.S. Fish and Wildlife Service in 2015, stipulates conservation, preservation, and mitigation requirements for impacts to Perdido Key beach mice and other listed species. Currently, there is one near-shore artificial reef off Perdido Key in the Gulf of Mexico. The addition of a second near-shore artificial reef at this public access site will enhance recreational opportunities such as snorkeling, diving or fishing, and it will provide substrate for habitat colonization and utilization by sport fish, reef fish, and marine mammals.

PURPOSE: Increase incentives in a sustainable manner for citizens and visitors to access and stay longer on Perdido Key to boost local economy and increase recreational fishing opportunities in the Gulf of Mexico. Plan for infrastructure improvements to benefit the economy and ecology of the Perdido Key beach mouse.

OBJECTIVE: Planning activities will lead to the development of infrastructure projects benefitting the economy and ecological resources as well as promotion of recreational fishing. A secondary objective will be to enhance sand dunes for Perdido Key beach mouse habitat.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Draft design, 4) Final design, 5) Permit approval.

4) Perdido Key Multi-Use Path

DESCRIPTION: This project will fund the construction of approximately one mile of the east segment of the Perdido Key Multi-Use Path. When complete, the multi-use path will extend approximately 6.2 miles from the Alabama-Florida state line eastward through Perdido Key State Park to the Theo Baars Bridge. The design includes a 10-foot wide paved path and elevated boardwalk along the north side of Perdido Key Drive, State Road-292. Perdido Key is experiencing growth pressure on the confined transportation network. This project will allow for alternative means of transportation, such as walking or biking, to move people along Perdido Key and increase access to local businesses. Identified as a priority in the Perdido Key Master Plan, the path will establish connectivity throughout Perdido Key. Project design has been funded by the Shared Use Non-motorized (SUN) Trail Grant, Florida Department of Transportation (FDOT), and the Florida-Alabama Transportation Planning Organization (TPO) Bicycle and Pedestrian Program. Construction of the west segment has been programmed for fiscal year 2019 (July 2018 to June 2019) by SUN Trail, FDOT, and the TPO. Funding for this project will be used for the construction of the east segment of the path beginning at Perdido Key State Park. The Perdido Key Multi-Use Path is the number one recommended Florida-Alabama TPO Bike/Pedestrian project.

NEED: Perdido Key Drive is a state highway bisecting Perdido Key. Currently, there is no connectivity between existing sidewalk segments, and shoulder width is not conducive for pedestrians or bicycling. Additionally, limited public parking on the island has proven challenging for citizens trying to access public beach locations including Perdido Key State Park. There is a need for a Perdido Key multi-model path to create connectivity throughout the island, providing an alternative method of moving the general public and visitors along Perdido Key. The Perdido Key Multi-Use Path was identified as a priority project in the Perdido Key Master Plan of 2016.

PURPOSE: Construct public infrastructure that provides an alternative means of transportation allowing for enhanced public access, connectivity, and reduced vehicular traffic on Perdido Key Drive to increase access to local amenities and businesses to improve the local economy.

OBJECTIVE: Infrastructure project benefitting the economy located in coastal areas affected by the Deepwater Horizon oil spill through the development of a multi-use path composed of on-grade paved path and elevated boardwalk.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Construction, 4) Weekly progress meetings.

*Design and Permitting will be completed by the Florida Department of Transportation.

5) OLF8 Commerce Park Improvements

DESCRIPTION: The OLF-8 Commerce Park Improvements Project is a planning assistance activity which will develop a master plan and design and permit a new commerce park in the Beulah community. Outlying Field -8 is currently owned and used by the U.S. Navy as a rotary-wing training facility. Escambia

County and the U.S. Navy are currently negotiating a land swap where Escambia County will be deeded the 640-acre OLF-8 property in exchange for a new state-of-the-art Navy and Marine Corps rotary-wing training facility currently under construction. The new training facility will help ensure continued investment in military operations in the area and protection of the military mission from encroachment. Overall, the project combines two critical community economic development priorities: Military Sector Investment and Private Sector Investment. Developing a master plan for OLF-8 will allow Escambia County to identify commerce park goals and deliverables, design and permit infrastructure improvements, and eventually solicit and secure private sector investment in OLF-8. The site is adjacent to the on-going construction of the 10,000-job Navy Federal Credit Union campus. Conceptual plans for the new Commerce Park show approximately 425 acres of developable uplands. Initial estimates of potential jobs are 8.5 jobs per acre (3,600 new jobs).

NEED: OLF-8 is located in the Beulah community, a rapidly growing area of Escambia County. The site has long been identified as an ideal location for a commerce park due to its size of approximately 425 acres of cleared, flat uplands and its proximity to Interstate 10 and Highway 90 (Nine Mile Road). OLF-8 is also adjacent to Navy Federal Credit Union's campus which is anticipated to employ over 10,000 people by 2020. Development of a master plan is needed to identify target industries and a commerce park concept that is compatible with the surrounding community. The master plan will develop park design features to be included in the commerce park. Design and permitting will also be completed for public infrastructure improvements such as roads, lighting, utilities, and stormwater infrastructure. The development of a master plan for OLF-8 and design and permitting for infrastructure improvements will allow for the OLF-8 Commerce Park to be a shovel-ready economic development project.

PURPOSE: To increase local economic development by making a commerce park available for business growth.

OBJECTIVE: Planning activities that will lead to the development of infrastructure projects benefitting the economy.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Draft master plan, 4) Final master plan, 5) Permit approval.

6) South Dogtrack Drainage Project

DESCRIPTION: The South Dogtrack Drainage Project is a planning assistance activity which will plan and design improved drainage within the Bayou Grande Drainage Basin. New incidences of flooding are now occurring in areas that had no previous flooding problems. In order to restore historic drainage patterns and reduce flooding of existing homes, this project will provide planning and design for: 1. Construction of stormwater ponds to replace lost floodplain and stormwater storage; 2. Construction of a new drainage outfall from the headwaters of the drainage basin along Blue Angel Parkway to the headwaters of Bayou Grande (Garcon Swamp); and 3. Provide channel and stream restoration improvements along two merging creeks to Bayou Grande. The project's stormwater management goals are to improve flow

through the creek to reduce flooding and scour in the creek, and to provide significant flood control measures. Stormwater pond(s), wetland restoration, floodplain restoration, and habitat creation areas are proposed.

NEED: This area has suffered severe flooding issues. Providing this new stormwater drainage and treatment will reduce flooding and increase stormwater retention. Stream restoration components will also provide improved habitat and water quality for Bayou Grande, which currently is impaired for bacteria.

PURPOSE: To provide flooding relief and new stormwater treatment in the South Dogtrack Road and Blue Angel Parkway area while also improving stream habitat and water quality.

OBJECTIVE: Planning activities that will lead to coastal flood protection and related infrastructure as well as restoration and protection of natural resources.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Draft design, 4) Final design, 5) Permit approval.

7) Hollice T. Williams Stormwater Park

DESCRIPTION: The Hollice T. Williams Stormwater Park project is a planning assistance activity which will plan and design dual-use stormwater ponds and recreational-use basins under the Interstate 110 corridor. The project will aid the City of Pensacola in collecting, treating and routing 1.3 miles of stormwater that runs off elevated lengths of Interstate 110 near its southern terminus, providing relief to diverse historical neighborhoods in flood prone areas near Hollice T. Williams Park. This park will also provide for multi-use recreational basins, including youth sports fields, which are effective tools in managing large run-off volumes generated during storm events while maximizing the use of public lands. Phase 1 will complete the planning and design for the park.

NEED: Downtown Pensacola has suffered severe flooding issues. Providing this stormwater/recreational park will increase the area's retention and treatment of stormwater. This multi-use space will not only improve water quality for Pensacola Bay, which currently is impaired, but it will also provide a needed recreational space for youth sports and the community.

PURPOSE: To provide flooding relief and stormwater treatment in the downtown Pensacola area near the I-110 terminus while also creating a recreational space for youth sports and the community.

OBJECTIVE: Planning activities that will lead to coastal flood protection and related infrastructure.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Draft design, 4) Final design, 5) Permit approval.

8) SOAR with RESTORE

DESCRIPTION: SOAR with RESTORE is a workforce development project which will stand up a workforce development program managed by Escambia County. The program will provide training to underserved communities based on Community Redevelopment Areas (CRAs) and minority communities, background and income status. The program will focus on developing financial and social skills for three main workforce development areas including environmental hazard remediation, cybersecurity, and re-entry training. These programs and skills were identified by a group of non-profit and for-profit organizations, as well as Florida's Great Northwest, as valuable skill sets to reintroduce underserved or re-entry individuals into the workforce. Escambia County will manage the program and work with partner community organizations to provide workforce training courses. The program will work with existing workforce development programs to fill training gaps and avoid program redundancy.

NEED: Workforce training opportunities where underserved persons will be trained, certified, and licensed, at no cost to them, in relevant and desired job skills.

PURPOSE: To provide skills and workforce training necessary for underserved citizens to be career ready, to reduce prison re-entry rates, and to provide a solid foundation for citizens to become productive members of the community. The program will cover the cost of all necessary training supplies, certifications, and instructors. Students will be provided a stipend for training time and transportation to the training location.

OBJECTIVE: Workforce development which will stand up a workforce development program managed by Escambia County to provide standard industry certification. This project will setup a sustained, on-going workforce development program.

MILESTONES: 1) Program establishment; 2) Develop student and course criteria; 3) Selection of contractor; 4) Course administration for year 1; 5) Graduation and certification for year 1; 6) Course administration for year 2; 7) Graduation and certification for year 2; 8) Post training monitoring.

9) Eleven Mile Creek Basin

DESCRIPTION: The Eleven Mile Creek Basin project is a planning assistance activity which will plan and design eleven new stormwater ponds in the Eleven Mile Creek basin that will provide flood attenuation, improve water quality, and have a direct positive impact on coastal areas of Escambia County that border Perdido Bay. Site one is a stormwater pond near the Green Hills Road Tributary. The remaining ten pond/stream restoration sites in the Eleven Mile Creek basin are being analyzed. Construction of the eleven new stormwater ponds will directly improve water quality, reduce downstream flooding, and reduce the amount of sedimentation and pollutants that enter Perdido Bay.

NEED: Flood control is needed to protect the surrounding and downstream infrastructure. Eleven Mile Creek is a 303(d) listed impaired waterbody. Total Maximum Daily Loads (TMDLs) exist for fecal coliform bacteria, low dissolved oxygen, excess nutrients, elevated biological oxygen demand, and unionized

ammonia. Additional stormwater treatment and attenuation will improve coastal flood protection and water quality.

PURPOSE: To reduce downstream stormwater flow rates, improve coastal flood protection, and improve overall water quality for the downstream outfall locations.

OBJECTIVE: Planning activities that will lead to coastal flood protection and related infrastructure.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Draft design, 4) Final design, 5) Permit approval.

10) Eleven Mile Creek Stream Restoration

DESCRIPTION: The Eleven Mile Creek Stream Restoration project is a planning assistance activity which will plan and design the restoration of the natural wetland and riparian buffers for the creek while also expanding the floodplain, repairing existing nonfunctional stormwater infrastructure, removing invasive species, increase community resilience, and improve water quality in Eleven Mile Creek and Perdido Bay. Roughly 3,500 linear feet of stream and 40 acres of wetland floodplain will be restored.

NEED: Urban encroachment has constricted and reduced the ecological function of Eleven Mile Creek. Severe flooding in local neighborhoods has allowed Escambia County to acquire a FEMA Hazard Mitigation Grant to purchase several flood-prone properties and restore the creek's original floodplain. The intent of this project is to restore the natural riparian buffers and wetlands. Eleven Mile Creek is a 303(d) listed impaired waterbody. Total Maximum Daily Loads (TMDLs) exist for fecal coliform bacteria, low dissolved oxygen, excess nutrients, elevated biological oxygen demand, and unionized ammonia. Water quality improvements are needed to meet the "fishable and swimmable" water quality standards for Class III waters.

PURPOSE: To expand and restore the historical floodplain, wetlands, and stream habitat, to reestablish the riparian buffers, increase wildlife habitat utilization and increase flood protection for public and private infrastructure.

OBJECTIVE: Planning activities that will lead to restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitat, beaches and coastal wetlands of the Gulf Coast Region.

MILESTONES: 1) Selection of contractor, 2) Public stakeholder meetings, 3) Biological/hydrological report, 4) Draft design, 5) Final design, 6) Permit approval.

2. How the applicant made the multiyear plan available for 45 days for public review and comment, in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and non-profit organizations, such as through public meetings, presentations in languages other than English, and postings on the Internet. The applicant will need to submit documentation (e.g., a copy of public notices) to demonstrate that it made its multiyear plan available to the public for at least 45 days. In addition, describe how each activity in the multiyear plan was approved after consideration of all meaningful input from the public and submit documentation (e.g., a letter from the applicant's leadership approving submission of the multiyear plan to Treasury or a resolution approving the applicant's multiyear plan).
TBD.

3. How each activity included in the applicant's multiyear plan narrative meets all the requirements under the RESTORE Act, including a description of how each activity is eligible for funding based on the geographic location of each activity and how each activity qualifies for at least one of the eligible activities under the RESTORE Act.

1) Carpenter Creek and Bayou Texar Revitalization Plan

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by developing a comprehensive management plan for Carpenter Creek and Bayou Texar, Escambia County, FL. Plan outcomes will be used primarily to address eligible activity VI: Infrastructure projects benefiting the economy or ecological resources, including port infrastructure.

Geographic Location: The project will occur in Carpenter Creek and Bayou Texar, tributaries of the Pensacola Bay System, Gulf of Mexico, Escambia County, FL.

2) Project Universal Access

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by developing a needs assessment and implementation plan of Americans with Disabilities (ADA) Act Standards, features, and enhancements of public infrastructure, including facilities, on Perdido Key, Pensacola Beach, and shoreline parks in Escambia County, FL. Plan outcomes will be used primarily to address eligible activity VI: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act.

Geographic Location: The project will occur on Perdido Key, Pensacola Beach, and Escambia County shoreline parks, adjacent to the Gulf of Mexico and associated estuaries and rivers in Escambia County, FL.

3) Perdido Key Gulf of Mexico Public Access

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by planning, designing, and permitting recreational public beach access on Perdido Key, Escambia County, FL. Design outcomes will be used primarily to address eligible activity VI: Infrastructure projects benefiting the economy or ecological resources, including port infrastructure.

Geographic Location: The project will occur on Perdido Key adjacent to the Gulf of Mexico, Escambia County, FL.

4) Perdido Key Multi-Use Path

The activities of this project are eligible under eligible activity VI: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by constructing approximately one mile of the east segment of the Perdido Key Multi-Use Path, Escambia County, FL.

Geographic Location: The project will occur on Perdido Key adjacent to the Gulf of Mexico, Escambia County, FL.

5) OLF8 Commerce Park Improvements

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by developing a comprehensive master plan for Outlying Landing Field 8, Escambia County, FL. Plan outcomes will be used primarily to address eligible activity VI: Infrastructure projects benefiting the economy or ecological resources, including port infrastructure.

Geographic Location: The project will occur at Outlying Landing Field 8 along Frank Reeder Road, Escambia County, FL.

6) South Dogtrack Drainage Project

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by planning, designing, and permitting a stormwater improvement project along a portion of South Dogtrack Road, Escambia County, FL. Plan outcomes will be used primarily to address eligible activity VII: Coastal flood protection and related infrastructure.

Geographic Location: The project will occur along South Dogtrack Road between Blue Angel Parkway and Bayou Grande, Escambia County, FL.

7) Hollice T. Williams Stormwater Park

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by designing and permitting a stormwater park at Hollice T. Williams Park, Escambia County, FL. Plan outcomes will be used primarily to address eligible activity VII: Coastal flood protection and related infrastructure.

Geographic Location: The project will occur at 1601 North Hayne Streets, Pensacola, FL.

8) SOAR with RESTORE

The activities of this project are eligible under eligible activity IV: Workforce development and job creation, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by funding three workforce training programs in Escambia County, FL.

Geographic Location: The project will occur in Escambia County, FL, one of the eight disproportionately affected counties in Florida.

9) Eleven Mile Creek Basin

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by planning, designing, and permitting a stormwater pond and associated infrastructure near Eleven Mile Creek, Escambia County, FL. Plan outcomes will be used primarily to address eligible activity VII: Coastal flood protection and related infrastructure.

Geographic Location: The project will occur near Eleven Mile Creek, a tributary to Perdido Bay, north of Highway 297A, Escambia County, FL.

10) Eleven Mile Creek Stream Restoration

The activities of this project are eligible under eligible activity VIII: Planning assistance, as per §1603 (3)(t)(1)(B)(i) of the RESTORE Act, by planning, designing, and permitting a stream restoration in Eleven Mile Creek, Escambia County, FL. Plan outcomes will be used primarily to address eligible activity I: Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitat, beaches and coastal wetlands of the Gulf Coast Region.

Geographic Location: The project will occur in Eleven Mile Creek, a tributary of Perdido Bay, between Highway 297A and Interstate 10, Escambia County, FL.

4. Criteria the applicant will use to measure the success of the activities included in the multiyear plan narrative in helping to restore and protect the Gulf Coast Region impacted by the Deepwater Horizon oil spill.

1) Carpenter Creek and Bayou Texar Revitalization Plan

Measures of Success: The Carpenter Creek and Bayou Texar Revitalization Plan will identify and address legacy contaminants and environmental degradation of Carpenter Creek and Bayou Texar in a holistic manner. The plan will identify and prioritize problems and restoration/enhancement projects based on Best Available Science (BAS) and public involvement. Plan components can reasonably be implemented in future phases to improve the ecological function of Carpenter Creek and Bayou Texar. Planning activities will lead to construction of infrastructure to improve water quality. Success will be measured by pre- and post-construction water quality monitoring.

2) Project Universal Access

Measures of Success: Project Universal Access will identify public infrastructure in need of enhancements to meet the needs and desires of the disabled community. The disabled community and the public will be involved and supportive of identified and prioritized enhancement projects. Plan components can reasonably be implemented in future phases to improve access and inclusion for all persons, regardless of disability. Planning activities will lead to construction of infrastructure that will enhance the economy. Success will be measured by pre- and post-construction monitoring of public use.

3) Perdido Key Gulf of Mexico Public Access

Measures of Success: The planning and design associated with the Perdido Key Gulf of Mexico Public Access project will provide plans and permits for a shovel-ready project that will increase public access and recreational opportunities on Perdido Key while minimizing and mitigating impact to Perdido Key beach mouse habitat. Planning activities will lead to construction of infrastructure that will enhance the economy. Success will be measured by pre- and post-construction monitoring of public use.

4) Perdido Key Multi-Use Path

Measures of Success: The Perdido Key Multi-Use Path project will construct approximately one mile of trail and tie into the construction of approximately two miles of trail to be constructed in fiscal year 2019. The trail will support non-motorized connectivity across Perdido Key for increased public access and enhance the economy. Success will be measured by pre- and post-construction monitoring of public use.

5) OLF8 Commerce Park Improvements

Measures of Success: The OLF-8 Commerce Park Improvements project will produce a master plan that identifies target industries, provides a baseline of how many new jobs the park will sustain, produce a park design that incorporates Low Impact Design (LID) features, and produce public infrastructure designs and permits that can reasonably be implemented in a later phase. Planning activities will lead to construction of infrastructure that will enhance the economy. Success will be measured by monitoring the number of new businesses and jobs created.

6) South Dogtrack Drainage Project

Measures of Success: The South Dogtrack Drainage Project will produce a design and permits that identifies and addresses flooding problems in the South Dogtrack Road area, treats stormwater for water quality improvements, and minimizes impact to downstream habitat. Planning activities will lead to construction to reduce coastal flooding and improve water quality. Success will be measured by pre- and post-construction monitoring of flood events and water quality.

7) Hollice T. Williams Stormwater Park

Measures of Success: The Hollice T. Williams Stormwater Park project will produce a design and permit that identifies and addresses flooding problems in the Long Hollow Drainage Basin, treats stormwater for water quality improvements, minimizes impact to downstream areas, identifies recreational space for the general public. The design components can reasonably be implemented in future phases. Planning activities will lead to construction to reduce coastal flooding and improve water quality. Success will be measured by pre- and post-construction monitoring of flood events and water quality.

8) SOAR with RESTORE

Measures of Success: SOAR with RESTORE will provide training and certification for a minimum of 25 students from each of the three training courses for a total minimum of 75 graduates per year. Success will be measured by determining the number of graduates who secure jobs within three months after completing training.

9) Eleven Mile Creek Basin

Measures of Success: The Eleven Mile Creek Basin project will produce a design and permit that identifies and addresses flooding problems in the Eleven Mile Creek Basin, treats stormwater for water

quality improvements, and minimizes impact to downstream areas. Planning activities will lead to construction to reduce coastal flooding and improve water quality. Success will be measured by pre- and post-construction monitoring of flood events and water quality.

10) Eleven Mile Stream Restoration

Measures of Success: The Eleven Mile Stream Restoration project will produce a design and permit that restores the natural stream riparian buffers, habitat and associated wetlands while also reducing flooding issues in the Bristol Park/Ashbury Hills area, treats stormwater for water quality improvements, and minimizes impact to downstream habitat. Planning activities will lead to construction to improve water quality and habitat utilization. Success will be measured by pre- and post-construction water quality monitoring and habitat utilization assessments.

5. How the activities included in the multiyear plan narrative were prioritized and list the criteria used to establish the priorities.

On October 18, 2012, the Escambia County Board of County Commissioners (BCC) adopted Resolution No. R2012-150 establishing a local RESTORE Advisory Committee (RAC). Eight members were appointed to the RAC representing diverse interests including environmental advocacy, economic development, transportation, government, and finance. The first committee meeting was held on March 22, 2013. In 2015, three additional members were added to the Committee via Resolution 2014-80, which added a tourism representative and two additional at-large representatives. Since its formation, the RAC has held 62 public meetings and has engaged the community to generate support from key stakeholders to support recovery planning efforts. The RAC developed a Needs Assessment outlining Escambia County's needs based on numerous presentations from local organizations. Selection Criteria were developed based on these identified needs and the RESTORE Act Eligible Activities.

In April 2016, the BCC was presented with the RAC's rank and recommendation of the 124 projects submitted to the County's Direct Component Project Portal. In August 2016, the BCC decided that each Commissioner would submit two (2) projects from the list of 124. The BCC met in February 2017 and directed staff to include Phase 1 of each of the 10 selected projects in the initial MYIP.

6. If applicable, describe the amount and current status of funding from other sources (e.g., other RESTORE Act contribution, other third party contribution) and provide a description of the specific portion of the project to be funded by the RESTORE Act Direct Component.

1) Carpenter Creek and Bayou Texar Revitalization Plan

Direct Component: Will fund development of a Master Plan for Carpenter Creek and Bayou Texar.

Other Funding: N/A

2) Project Universal Access

Direct Component: Will fund development of a Needs Assessment/Master Plan for Americans with Disabilities Act (ADA) Standards and enhancements at public parks and facilities in Escambia County.

Other Funding: N/A

3) Perdido Key Gulf of Mexico Public Access

Direct Component: Will fund planning/design/permitting for dune walkover, parking, restroom facilities, picnic pavilions, and an artificial reef at a public access location in Perdido Key.

Other Funding: N/A

4) Perdido Key Multi-Use Path

Direct Component: Will fund construction of approximately one mile of multi-use path in Perdido Key.

Other Funding: $290,000. Planning, design, and permitting of this section of path has been funded by the Florida Department of Transportation (FDOT), FDOT Shared Use Non-Motorized (SUN) Trail Program, and the Florida Alabama Transportation Planning Organization (TPO) Bicycles and Pedestrian Program. Additionally, approximately $1.6 million has been funded by the same organizations for planning, design, and permitting of the remainder of the trail. $2,246,000 has been programmed for construction of approximately 2.44 miles of path. No construction funds have been allocated for construction of this one mile section of path.

5) OLF8 Commerce Park Improvements

Direct Component: Will fund development of a Master Plan for infrastructure, site layout, and planning of the OLF8 Commerce Park.

Other Funding: N/A

6) South Dogtrack Drainage Project

Direct Component: Will fund planning/design/permitting of a drainage improvement project along South Dogtrack Road in southwest Escambia County.

Other Funding: N/A

7) Hollice T. Williams Stormwater Park

Direct Component: Will fund planning/design/permitting of the Hollice T. Williams Stormwater Park.

Other Funding: N/A

8) SOAR with RESTORE

Direct Component: Will fund workforce training programs in three specialized industries in Escambia County.

Other Funding: N/A

9) Eleven Mile Creek Basin

Direct Component: Will fund design/permitting for Pond 1 of 11 as part of stormwater improvement project in the Eleven Mile Creek basin.

Other Funding: N/A

10) Eleven Mile Creek Stream Restoration

Direct Component: Will fund planning/design/permitting of a stream restoration project in Eleven Mile Creek between Interstate 10 and Highway 297A.

Other Funding: N/A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12216 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Student Conservation Association, Inc., Agreement (SCA PO-00722669 PO-00722725) for Summer 2017 Internship Opportunities with Marine Resources
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement with The Student Conservation Association, Inc., Relating to Summer 2017 Internship Opportunities with the Marine Resources Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning an Agreement with The Student Conservation Association, Inc., relating to Summer 2017 Internship Opportunities with the Marine Resources Division:

A. Approve the Agreement with The Student Conservation Association, Inc., (SCA PO-00722669 PO-00722725), providing for summer 2017 internship opportunities with the Marine Resources Division; and

B. Authorize the County Administrator to execute the Agreement and subsequent documents such as no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

Note: There is no cost to the County to provide these internship opportunities.

BACKGROUND:

Escambia County Marine Resources Division (MRD) manages a successful intern program, consisting of college students and graduates. Projects and activities provide interns with valuable experience in the fields of marine biology and marine resources management, and many previous interns report high satisfaction for their internships. Although most internships are conducted on a volunteer basis, Marine Resources Division seeks external funding sources to provide interns modest financial compensation.

Marine debris, including micro-plastics, pose a serious threat to Escambia County waterways, marine life and tourism. MRD conducts educational and research projects to document and eliminate these threats. MRD proposed a Marine Debris & Micro-Plastics Internship partnership with Student Conservation Association to fund two MRD Interns for the 2017 summer semester. Interns will conduct micro-plastics monitoring at various locations in local waterways, and will work with MRD at public events to increase awareness and reduce marine debris in waterways.

BUDGETARY IMPACT:

No cost to the County associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and provided legal sign-off on the Agreement (SCA PO-00722669 PO-00722725).

PERSONNEL:

No additional impact on personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Marine Resources staff will coordinate with applicable entities to implement the terms of the Agreement.

Attachments

SCA PO-00722669 PO-00722725 Internship

AGREEMENT
BETWEEN
THE STUDENT CONSERVATION ASSOCIATION, INC.
AND
ESCAMBIA COUNTY

THIS AGREEMENT ("Agreement") is made and entered into by and between The Student Conservation Association, Inc., a New York non-profit corporation with its principal place of business at 4245 North Fairfax Drive Arlington, VA 22203, ("SCA"), and Escambia County, a political subdivision of the State of Florida, with an administrative address of 221 Palafox Place, Pensacola, FL 32502 ("Partner Agency"), who collectively may be referred to for the purpose of this Agreement as the Parties.

Whereas, SCA fosters life-long stewardship of the environment by offering opportunities for education, leadership and personal development to its participants while providing a high quality public service in natural resource management and conservation through its programs, including its conservation intern program. An SCA conservation intern is a person, 18 years or older, with skills, education and qualifications to perform service activities as an individual placement for terms from six weeks to twelve months ("Member"). All individually placed Members are under the direct daily oversight of the Partner Agency; and

Whereas, the Partner Agency wishes to engage two SCA conservation interns (CI) *(SCA code PO-00722669 & PO-00722725)* for the following project to be performed in Escambia County, FL for a 12-week term between April 17, 2017, or such later date and July 9, 2017, or such later date; and

Whereas, Escambia County, by and through its Marine Resources Division (MRD), manages a Volunteer/Intern Program (VIP), providing internship opportunities to college/university students and recent graduates to gain experience in marine resources management, marine biology, environmental science, etc. The proposed Escambia Marine Intern(s) will work on the following MRD Projects: Marine Debris, Comprehensive Waterways Management, and Youth Marine Education & Outreach; and

Whereas, the theme of the proposed internship is marine debris. Marine debris is a serious issue locally as well as globally. The proposed internship will include the following activities:

1. Participate in weekly community-based marine debris cleanups, and collect data on the types of debris, likely sources, and potential solutions;
2. Participate in development of MRD's "Captain Slob" presentation for filming & distribution; and
3. Develop an experimental design for a survey of local waterways, stormwater outfalls, and consumer products to determine the contribution of microplastics in the local environment (the "Project").

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree as follows:

1. To mutually undertake the Project.

2. Costs for the Project under this Agreement shall be provided in full by philanthropic funding secured by SCA, and the performance of this Agreement by both parties is contingent upon SCA's receipt of this funding.

3. The Partner Agency agrees:

   a. To determine the acceptability of applicants provided by SCA for Member positions and select and notify SCA of the applicants appropriate for the Project.

   b. To provide daily oversight of Members selected by the Partner Agency to carry out the Project.

   c. To provide assignments relating to the implementation of the Partner Agency's Project.

   d. To provide training, including training in any pertinent safety procedures, and appropriate oversight for Project activities assigned to Members.

   e. To provide all necessary tools, equipment (including safety equipment and facilities), Project specifications and all applicable rules and regulations for Members selected by the Partner Agency to carry out the Project. The Partner Agency will provide SCA with a Job Hazard Assessment for the Project when appropriate and SCA shall brief its Members on the safety and risk management issues contained in such Job Hazard Assessment.

   f. To provide on-site transportation required for Members to perform assigned projects during the Project period.

   g. To provide written performance evaluations to SCA, on forms provided by SCA, for each Member performing Project activities under this Agreement.

   h. To arrange for all permits, licenses and approvals and other administrative or governmental clearances required by federal, state, municipal or local subdivision law or regulations necessary with regard to the administration of the Project. In the event the Project may affect or be carried out on property owned by a person, agency or organization other than the Partner Agency, the Partner Agency shall obtain in writing the necessary permission to enter upon the property and carry out the Project.

   i. To permit Members to wear an approved SCA uniform during their internship.

   j. To ensure that the SCA Member's assigned duties match the approved position description for the Project.

4. SCA agrees:

   a. To recruit, appoint, and place qualified candidates (based on the Partner Agency's project specifications) who are acceptable to the Partner Agency as Members and assign these Members as requested by the Partner Agency for the Project.

b. To provide (i) travel grants for round trip transportation to the Project site for the Members, including $60 per evening towards accommodations when travel requires two or more days, or travel allowances for Members who live within commuting distance of the Project site; (ii) a subsistence allowance to the Member during the Project period; (iii) an SCA approved uniform; and (iv) patches and name tags.

c. To obtain and maintain all appointment and administrative records for Members sponsored under this Agreement.

d. To provide an AmeriCorps Educational Award to qualifying Members, but only if and when made available by the Corporation for National and Community Service.

5. It is mutually agreed:

a. That members shall not be assigned law enforcement or firefighting duties; Members shall not be permitted to handle or discharge any firearms or explosives unless provided explicit permission by SCA's National Director for Conservation Interns. Members shall only operate mechanized equipment when provided all necessary safety training and only with on-site oversight by the Partner Agency; and members may NOT be allowed to drive a vehicle owned, rented, leased or loaned by or to the Partner Agency.

b. SCA shall maintain its current general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage, subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). For the purposes of tort and workers compensation claims, responsibility and coverage are borne by SCA. The Partner Agency will be provided **certificates of insurance** that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an **"additional insured" and the certificate holder** and further specify that the policies are endorsed. Certificates must be mailed to Risk Manager, P.O. Box 1591, Pensacola, Florida 32597. Certificates must reflect a thirty (30) day **notice of cancellation and non-renewal clauses.**

c. Unless due to the negligence of Escambia County (Partner Agency), SCA shall indemnify and save harmless the Partner Agency from all claims, suits and actions for or on account of any injuries or damages occasioned by SCA's negligence or by the negligence of any its employees, Members, or volunteers, and at its own cost and expense shall defend any and all such claims, suits or actions. For the right of indemnification to remain in effect, the Partner Agency shall give SCA prompt written notice of any claim or threat of a claim which may give rise to such right of indemnification. The Partner Agency shall give SCA the opportunity to defend any such claim or proceeding being defended. Without the SCA's written consent, the Partner Agency shall not settle, compromise or adversely affect in any manner the defense of such claim.

d. When in the opinion of the Partner Agency field manager or SCA program staff, any health or safety violations occur, or there is performance below mutually agreed upon

standards, the Partner Agency field manager or SCA individual, as the case may be, shall notify the other party to take corrective action.

e. The Partner Agency reserves the right to require the removal of any Member on the basis of unacceptable performance and/or conduct problems. SCA reserves the right to withdraw any Member when the Partner Agency fails to provide sufficient and appropriate Project assignments, safe conditions, training, or Project oversight.

f. This Agreement may be terminated at any time by mutual agreement of the Parties or by unilateral decision of either party provided at least thirty (30) days written notice is given to the other party. Amendments to the Agreement may be proposed by either party and shall become effective upon written agreement by the Parties.

g. Leslie Peabody, Agreement & Compliance Manager, is hereby designated to serve as SCA's representative with the Partner Agency in implementation of this Agreement. Robert Turpin is designated to serve as the Partner Agency's representative in the implementation of this Agreement.

h. The terms of this Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

_____
Witness

Date: _____

_____
Witness

THE STUDENT CONSERVATION ASSOCIATION, INC.

Attest:

_____
Corporate Secretary

By: _____
Aimee Dobrzeniecki, Chief Financial Officer

[SEAL]

Date: 5-2-17

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/8/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12219 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Request for Disposition of Property for Natural Resources Management
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Request for Disposition of Property for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the Request for Disposition of Property Form relating to a Multi-Parameter Water Quality Meter that is obsolete. This item will be used as a trade-in for a discount of up to 20 percent towards a replacement.

BACKGROUND:
The multi-parameter water quality meter, model MP Troll 9500, has become obsolete in that the model is no longer supported by the manufacturer, and parts required for annual maintenance are no longer readily available. Water Quality & Land Management (WQLM) Division is currently in the process of obtaining quotes to purchase a replacement unit, and could receive up to a 20% discount by trading in the current meter.

BUDGETARY IMPACT:
No budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:
No legal consideration/sign-off associated with this recommendation.

PERSONNEL:
No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:
Board Policy Section II, Part B.1., Procedures for Disposition of Property.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, Water Quality staff will remove the property number tag and it will be returned to the Clerk's Office.

Attachments

WQLM MultiParameterDisposition

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Natural Resources Mgmt / WQLM COST CENTER NO: 221001

Felicia A. Knight-Marlow DATE: May 10, 2017

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Felicia A. Knight-Marlow Phone No: 850-595-3498

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59801	Multi-Parameter Water Quality Meter	50783	MP Troll 9500	2012	Poor

Disposal Comments: Model is no longer supported by the manufacturer. Part required for annual maintenance are no longer readily available. Unit is currently not operational.

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: 05-10-2017

FROM: Escambia County Department Director (Signature): J Taylor Kirschenfeld

Director (Print Name): J. Taylor "Chips" Kirschenfeld

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12214 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Release of all Claims for Property Damage at 4610 Citadel Drive
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Release of all Claims for Property Damage at 4610 Citadel Drive - Robert Dye, Manager, Risk Management Office

That the Board approve and authorize the County Administrator to sign the Release of all Claims for Property Damage at 4610 Citadel Drive.

BACKGROUND:

The County was advised by the resident of 4610 Citadel Drive that his driveway was sinking. On investigation, it was determined that a Cox Cable Vision TV cable had been installed utilizing a County installed French drain as a conduit. The opening in the drain where the cable entered caused significant undermining, and the drain was clogged with sand and required replacement. A demand letter was forwarded to Cox Cable and, through their claims manager at Broadspire, they responded to replace the drain at their expense. During the repair, the roadway was damaged. The claims management company contracted with a paving company to mill and resurface the roadway to County specifications. The County Road Department personnel verified that the job was completed to their specifications. The resident's private property claim was handled as a separate adjustment between the homeowner and the insurer.

Upon completion of the resurfacing, a request for release of all property claims was forwarded to Risk Management by the assigned adjuster responsible for coordinating the repair. He stated that Broadspire will not pay him for the adjustment unless the release is executed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The release was reviewed by the County Attorney who recommends having the County Administrator sign, with Board approval.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once signed, Risk Management will return the release to Broadspire, the claims management company for Cox Cable.

Attachments

Demand Letter

Cox Release

Board of County Commissioners • Escambia County, Florida

Management & Budget Services Department
Risk Management Division

July 8, 2016

Via Certified Mail

Cox Communications
6205 Peachtree Dunwoody Road
Atlanta, GA 30328

Cox Florida Telcom, L.P.
1400 Lake Hearn Drive
Atlanta, GA 30319

Cox Telcom Partners, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

CoxCom, LLC
6205-B Peachtree Dunwoody Road
Atlanta, GA 30328

Cox Communications Gulf Coast, L.L.C.
6205-B Peachtree Dunwoody Road
Atlanta, GA 30328

Cox Solutions Store - Pensacola
4771 Bayou Boulevard, Suite 9
Pensacola, FL 32503

Joyce Howcroft
Sr. Liability Adjuster
Broadspire
Southeast Service Center - Atlanta Branch
P.O. Box 14344
Lexington, KY 40512

Re: 4610 Citadel Drive, Pensacola, FL 32514

Ladies and Gentlemen:

This letter constitutes the written notice required by Section 337.403, Florida Statutes.

As you may know, Escambia County has discovered that a Cox cable television line was illegally installed inside a public stormwater drain pipe in the vicinity of 4610 Citadel Drive, Pensacola, Florida 32514. The holes made in drain pipe by Cox's agents have compromised its integrity, caused the surrounding soil to erode, and damaged the road and adjacent driveway.

Within thirty days of the receipt of this notice, please initiate work, at Cox's expense, to remove the cable television line from the drain pipe and repair the damage to the road and driveway. Please coordinate your repairs through Senior Project Coordinator Cooper Saunders with Escambia County's Engineering Department. He can be reached at (850) 595-3738 (office) or (850) 375-0399 (cell). Repairs to the drain pipe, road and driveway should be completed within thirty days after the work commences.

Please contact me if you have any questions regarding what is required. Thank you for your cooperation.

Very truly yours,

Robert E. Dye
Risk Manager

BD:SGW/el
Cc: Jack Brown, County Administrator
Alison Rogers, County Attorney
Joy Blackmon, P.E., Public Works Director, County Engineer
Cooper Saunders, Sr. Project Coordinator, Engineering

Broadspire®
A CRAWFORD COMPANY

Claim Number: 188203551-001
Adjuster: Joyce Howcroft

RELEASE OF ALL CLAIMS FOR PROPERTY DAMAGE / ESCAMBIA COUNTY

FOR AND IN CONSIDERATION OF THE PAYMENT TO ME/US OF THE SUM OF One hundred nine thousand, six hundred sixty and 96/100 Dollars ($109,660.96) and other good and valuable consideration, I/we, being of lawful age, have released and discharged, and by these presents do for myself/ourselves, my/our heirs, executors, administrations and assigns, release, acquit and forever discharge COX COMMUNICATIONS FLORIDA, NATIONAL UNION FIRE INS CO. OF PITTSBURGH, PA AND BROADSPIRE A CRAWFORD COMPANY and any and all other persons, firms and corporations of and from any and all claims or demands for damage, costs, loss of use, expenses, compensation, consequential damage or any other thing whatsoever on account of property damage resulting or to result from an occurrence or accident, that happened on or about the 5th day of February, 2016, at or near Citadel Drive , PENSACOLA, FL 32514.

I/we understand that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the persons, firm, and corporations hereby released by whom liability is expressly denied. I/we further agree that this release shall not be pleaded by me/us as a bar to any claim or suit.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital. I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

"Any person knowingly and with intent to injure, defraud, or deceive any insurance company, file a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree."

WITNESS _____ hand and seal this 25th day of May , 2017 .

CAUTION! READ BEFORE SIGNING

WITNESSES

_____

_____
Name of Authorized Person to sign release

Jack R. Brown, County Administrator
TITLE OF AUTHORIZED PERSON TO SIGN RELEASE

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12014 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Escambia County Behavioral Health Transportation Plan
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Adoption of the Escambia County Behavioral Health Transportation Plan - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Escambia County Behavioral Health Transportation Plan:

A. Review and adopt the Escambia County Behavioral Health Transportation Plan (BHTP); and

B. Authorize Public Works staff to transmit the adopted Plan to the State of Florida for acceptance.

BACKGROUND:

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the "Baker Act", Florida Statute Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This transportation plan requires approval by the Escambia County Board of County Commissioners. Upon approval, this document will serve as the transportation plan for Escambia County per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within a county, which may include an exception to the requirement for transportation to the nearest receiving facility.

2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or

3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Northwest Florida will continue to meet individual needs. Attached herein is the Escambia County BHTP for reference.

This document was prepared primarily by the Escambia County Emergency Management Department, with oversight from Transportation and Traffic Operations Division and in coordination with the Escambia County Sheriff's Office and other local agencies.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel is anticipated for the approval of this Plan.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Public Works staff and Public Safety staff will coordinate and submit the plan to the State of Florida for acceptance.

Attachments

Behavioral Health Trans. Plan

ESCAMBIA COUNTY BEHAVIORAL HEALTH

TRANSPORTATION PLAN

2017

ESCAMBIA COUNTY BEHAVIORAL HEALTH
TRANSPORTATION PLAN

Page

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Escambia County Behavioral Health Transportation Plan

Introduction:

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the "Baker Act", Florida Statute Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This transportation plan requires approval by the Escambia County Board of County Commissioners. Upon approval, this document will serve as the transportation plan for Escambia County per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within a county, which may include an exception to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to require psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

Escambia County Transportation Plan Working Group / Stakeholders:

The stakeholders for this plan are:

Escambia County Board of County Commissioners

Big Bend Community Based Care

Escambia County Emergency Medical Services

Atmore Ambulance

U.S. Navy Fire/Rescue

Lifeguard Ambulance Service

Escambia County Department of Corrections

Escambia County Sheriff's Office

Pensacola Police Department

University of West Florida Police Department

Pensacola State College Policy Department

Escambia County Transportation Division

Lakeview Center

West Florida Hospital

Sacred Heart Hospital

Baptist Hospital

Purpose:

This plan will establish a centralized Baker Act/Marchman Act system, known as the Escambia County Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Northwest Florida will continue to meet individual needs.

Definitions:

Involuntary Examination:	An examination performed pursuant to F.S. 394.463 to determine if an individual qualifies for involuntary inpatient treatment under F.S. 394.467(1) or involuntary outpatient treatment under F.S. 394.4655(1).
Mental Illness:	An impairment of the mental or emotional processes that exercise conscious control over one's actions or the ability to perceive or understand reality, which impairment substantially interferes with the person's ability to meet the ordinary demands of living. For the purposes of the Baker Act, the term does not include retardation or developmental disability, intoxication, or conditions manifested only by antisocial behavior or substance abuse impairment.
Patient:	Any person who is held or accepted for mental health treatment pursuant to the Baker Act/Marchman Act.
Baker Act:	The Florida Mental Health Act.
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act
Receiving Facility:	Any public or private facility designated to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.

Private Receiving Facility: Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.

Public Receiving Facility: Any facility that has contracted with the Department of Children and Families to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

Transport and Medical Treatment:

The Plan calls for all law enforcement agencies in Escambia County to transport:

1. Adults on an involuntary Baker Act to the nearest receiving facility, either Baptist Hospital (Pensacola), Lakeview Center, West Florida Hospital.
2. Adults on an involuntary Marchman Act to the nearest hospital emergency room.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility, either Lakeview Center, or West Florida Hospital.
4. Youth under the age of 18 years on an involuntary Marchman Act to the nearest hospital emergency room.

The law enforcement officer, who initiates custody of a person under the Baker Act or involuntary Marchman Act, and in which case there are no acute medical concerns requiring ambulance transport to the nearest hospital, shall deliver the patient to the nearest receiving facility unless otherwise stipulated by amendment to this plan, or when doing so compromises the health, safety, and welfare of individual in custody.

Medical Treatment

Individuals in Escambia County needing acute medical treatment should be handled according to Escambia County EMS Medical Transport Protocols and transported by ambulance to the closest appropriate facility for medical care, either West Florida, Baptist, Sacred Heart, Jay or Gulf Breeze.

Baker Act Transportation

Law enforcement agencies in Escambia County and Escambia County EMS (or EMS agencies under the direction of Escambia County EMS) remain the responsible parties to transport those individuals in need of mental health services under the Baker Act to the appropriate receiving facilities.

Transportation between facilities is coordinated by the transferring facility. Law enforcement is not responsible to transport individuals from one facility to another unless the individual has

criminal charges. In that case, law enforcement agency having jurisdiction shall be notified prior to transfer and will provide the transportation.

Marchman Act Transportation

An individual being detained under a Marchman Act order should be transported to the nearest hospital emergency room by law enforcement or Escambia County EMS (or EMS agencies as directed by ECEMS).

If the individual being detained by a Marchman Act order is combative, law enforcement will transport the individual to a facility appropriate for the detainee.

Criminal Offenses Transportation

Law enforcement will transport individuals who meet the criteria for involuntary examination under the Baker Act directly to the Escambia County Jail if charged with a violent misdemeanor or felony crime. Once the individual has completed the booking process, the Escambia County Jail shall be responsible for promptly arranging for the examination of the individual by the appropriate receiving facility.

Individuals who meet the criteria for involuntary examination and who are in custody under the Baker Act for non-violent misdemeanors or non-felony criminal traffic offenses shall be transported to the appropriate receiving facility prior to being booked on the criminal charges. Law enforcement will inform the personnel at the receiving facility of any pending criminal charges of a patient taken into custody under the Baker Act and the receiving facilities will notify law enforcement when the patient is pending discharge.

Inter-facility Transportation

Baker Act and Marchman Act patients that need transportation between medical facilities will be transported by ambulance or another approved transport provider.

System Capacity

- Baptist Hospital Inc., located at 1000 West Moreno St., Pensacola, Florida is a private receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 60 beds for adults and 26 beds for minors.

- Lakeview Center Inc., located at 1304 West Avery St., Pensacola, Florida is a public receiving facility licensed by (ACHA) and the Department of Children and Families (DCF) to operate 10 integrated Crisis Stabilization Unit (CSU) and Addiction Receiving Facility (ARF) beds.

- West Florida Regional Medical Center Inc., located at 8383 North Davis Highway, Pensacola, Florida is a private receiving facility licensed by the Agency for Health Care Administration to operating 56 adult beds. Included in these beds is a specialty unit for geriatrics.
- The following hospitals are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan. In addition they may be the nearest facility for emergency assessment and stabilization under Florida statute 397.679 (Marchman Act) also as provide for in 394.462 2 (g):

    - Gulf Breeze Hospital located at 1110 Gulf Breeze Parkway, Gulf Breeze Florida
    - Jay Hospital located at 14114 Alabama St. Jay, Florida,
    - Sacred Heart Hospital located at 5151 North 9th Avenue, Pensacola, Florida,

End-Point Goals and Objectives:

The following objectives are expected to be met by establishing a transportation plan in Escambia County:

- Implement a coordinated system of transportation and access to psychiatric services for individuals under a Baker Act order and substance abuse services for individuals under a Marchman Act order in Escambia County.
- Provide a dignified, humane, and streamlined method of transportation to and among acute care facilities, and for individuals in need of acute psychiatric care from nursing homes, assisted living facilities or other residential settings.
- Assist law enforcement and EMS in Escambia County in the efficient transport of individuals in need of services to the most appropriate facility.
- Enhance the ability to fully utilize the capacity of acute care services in the County and reduce the unnecessary delay of transfers between facilities.
- Ensure continuity and coordination of care among providers.

Inter-organizational Collaboration and System Oversight:

In an effort to provide a coordinated system of care for individuals requiring a Baker Act/Marchman Act, this plan authorizes the members of the Escambia County Public Safety, Escambia County Law Enforcement and hospitals in Escambia County to meet in order to resolve complaints, grievances, and disputes which may arise during implementation of the plan, and to evaluate areas of strength and/or improvement. These agencies are empowered by this Transportation Plan to approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services.

System Oversight of the transportation plan will be provided by the Baker Act/Marchman Act Coordinator's Interagency Group chaired by the Big Bend Managing entity and attended by Escambia County Public Safety/EMS, area receiving facilities, hospitals, Department of Children and Families and Law enforcement representatives.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12011 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Interlocal Agreement with Santa Rosa Island Authority - Palm Tree Trimming Lift
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority relating to the Purchase, Operation, and Maintenance of a Palm Tree Trimming Lift on Pensacola Beach - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority relating to the purchase, operation, and maintenance of a Palm Tree Trimming Lift on Pensacola Beach:

A. Approve the Interlocal Agreement between Escambia County and the Santa Rosa Island Authority; and

B. Authorize the Chairman to sign the Interlocal Agreement.

[Funding: The Office of Management and Budget is preparing a Supplemental Budget Amendment to transfer funds into this project. Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF) and the operating and maintenance cost of the equipment will be under the General Fund]

BACKGROUND:

The Santa Rosa Island Authority (SRIA) has agreed to contribute up to $60,000 to Island Improvement Funds to Escambia County for the purchase of a palm tree trimming lift.

Escambia County will be responsible for initiating, administering, and concluding the public procurement process for the purchase of the lift, will retain ownership, custody, and control of the lift, and will be responsible for any required maintenance and repair. The lift will be used exclusively for public works projects on Pensacola Beach.

BUDGETARY IMPACT:

The Office of Management and Budget is preparing a Supplemental Budget Amendment to transfer funds into this project.

Capital cost will be paid out of the Portofino Island Improvement Fund (PIIF) and the operating and maintenance cost of the equipment will be under the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Interlocal Agreement.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution, a certified copy of the Interlocal Agreement will be provided to SRIA.

Attachments

Interlocal Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING TO THE PURCHASE, OPERATION, AND MAINTENANCE OF A PALM TREE TRIMMING LIFT ON PENSACOLA BEACH, FLORIDA

THIS AGREEMENT is made by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

WITNESSETH:

WHEREAS, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and the SRIA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the SRIA has agreed to contribute up to sixty thousand dollars ($60,000.00) of Island Improvement Funds, as defined per Section IV, D.2.(a) of the Development Lease Agreement entered into between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust recorded on June 30, 1997, in Official Record Book 4180 at Page 1985 of the Public Records of Escambia County, Florida, to the County for the purchase of a palm tree trimming lift; and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Interlocal Agreement whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the SRIA shall contribute Island Improvement Funds for the County to purchase a palm tree trimming lift (hereinafter referred to as the "Lift").

Section 2. Responsibilities of the Parties.

2.1 The SRIA agrees to contribute Island Improvement Funds to County in an amount not to exceed sixty thousand dollars ($60,000.00) ("Sum") for the Lift as provided herein to the extent such Island Improvement Funds are available or become available. The SRIA shall not be obligated to contribute funding for the Lift from any source other than Island Improvement Funds. The SRIA shall transfer said funds in a single lump sum payment upon the request of County after the execution of this Agreement.

2.2 The County shall be responsible for initiating, administering, and concluding the public procurement process for the purchase of the Lift.

2.3. The County shall retain ownership, custody, and control of the Lift purchased pursuant to this Agreement, and the County shall be solely responsible for the maintenance and repair of the Lift at the County's expense.

2.4 It is understood and agreed that the Lift purchased by the County pursuant to this Agreement shall be utilized exclusively for public works on Pensacola Beach.

2.5 Upon the SRIA's request, County shall provide copies of all invoices and related supporting documentation relating to the Lift as may be reasonably required to verify the actual cost.

2.6 Any Island Improvement Funds provided by the SRIA which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations related to the Lift will be returned to the SRIA in the form of a negotiable instrument.

2.7 It is expressly understood that this Agreement is subject to, and conditioned upon, the approval and execution of the Amendment to the Fourth Interim Agreement between the SRIA and Gary Work as Trustee of the Pensacola Beach Land Trust.

Section 3. Termination.

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

Section 4. Liability.

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

Section 5. Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

Section 6. Assignment.

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 7. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 8. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 9. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 10. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 11. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 12. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payment to the County will be sent to:
Director of Administrative Services
P. O. Box 1591
Pensacola, Florida 32597-1591
850-595-4960

Section 13. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 14. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 15. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

Board of County Commissioners
Escambia County, Florida

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 4/8/17

_____
Deputy Clerk

SRIA:
Santa Rosa Island Authority, a dependent special district created under the Laws of Florida, signing by and through its Chairman.

By: [signature]
Thomas Campanella, Chairman
Date: 4/12/17

ATTEST:

By: [signature]
Karen Sindel, Secretary/Treasurer

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12157 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Agreement with ECUA for Property Swap and Waterline Construction
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Entering into an Agreement with the Emerald Coast Utilities Authority for a Property Swap and Waterline Construction - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize staff to begin working with the Department of Interior to allow the property transfer of a 50 foot x 150 foot portion of John R. Jones Park to the Emerald Coast Utilities Authority (ECUA) and the construction of 2,200 linear feet of 6-inch diameter waterline as part of the Bellawood Subdivision entrance road at Escambia County's cost (approximately $50,000) in exchange for the entire portion of the ECUA property 60 feet wide along the western property line.

[Budgetary Impact: Waterline to be constructed during the construction of the Bellawood Subdivision entrance road is currently unfunded. Funding allocation will be contingent upon property swap.]

BACKGROUND:

Multiple public meetings were held as a result of the potential opening of a Camden Road Connector related to the development of the Bellawood Subdivision and the rest of the property south of John R Jones Park. Residents were generally not in favor of opening up existing Camden Road from Chemstrand Road to Airway Drive. As a result of those meetings, County staff was directed to allow a temporary connection to Topeka Road, just south of Camden Road, until such time as a formal subdivision connector roadway to 9 Mile Road could be constructed along the westernmost property line of the John R Jones Park. At no time would any construction traffic be allowed to traverse Topeka Road. The County is currently providing a temporary construction access.

To provide this subdivision connector roadway, the county needs 60 feet of right of way along the western property line of the John R Jones Park. The northern 1000 feet of the 1350 feet western property line of the park is owned by ECUA. In exchange for this 60 foot x 1000 foot portion of the ECUA Park property, ECUA will require a 50 foot x 150

foot portion of the park property and construction of a new waterline.

Bill Johnson, ECUA, speaking on behalf of Steve Sorrell, Executive Director, ECUA, confirmed that ECUA would like the County to move forward with the transfer of a 50 foot x 150 foot portion of the county-owned portion of the park adjacent to the ECUA wellhead site, to ECUA. This would require the County, according to the Quit Claim Deed from the Department of the Interior (DOI), to acquire approval from the DOI to transfer this portion of the property.

In addition to the 50 foot x 150 foot property, ECUA will require the County to pay for and install approximately 2,200 linear feet of 6-inch waterline from the 9 Mile Road existing water main to the Bellawood Subdivision waterline; this work is to be performed at the same time that the subdivision connector roadway from 9 Mile Road to the Bellawood Subdivision is constructed.

BUDGETARY IMPACT:

Waterline to be constructed during the construction of the Bellawood Subdivision entrance road is currently unfunded. Funding allocation will be contingent upon property swap.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Public Works staff will continue to coordinate with ECUA.

Attachments

QuitClaim Deed for County Property
Email - ECUA Property Request
Email - Direction for Staff
Email - Parks Position
Map - ECUA Property Request
Overall Map of Area

FROM: DOI

TO: COUNTY

OFFICE BOOK 1254 PAGE 232

THE ESCAMBIA COUNTY BEACON

Published Weekly

Pensacola, Escambia County, Florida

901043

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON SEP 11 1 07 PM '78

IN BOOK & PAGE NOTED ABOVE JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

NOTICE OF INTENTION TO REGISTER FICTITIOUS NAME

Notice is hereby given that the undersigned intend(s) to register with the Comptroller of Escambia County, Florida pursuant to section 865.09, Florida Statutes, the fictitious name of Penpro TV under which the undersigned are (is) engaged in business. The present principal place of business is located at P.O. Box 561, Cantonment. There are no persons interested in said business other than the undersigned and the interest of each of the undersigned in said business is as stated below.

Fred S. Wilharm - 100%

8/18,25/6/1,8/78

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared

S. C. Pfeiffer

who on oath says that he is publisher of the Escambia County Beacon, a weekly newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Fictitious Name in the matter of PBF: Penpro T.V. in the Court, was published in said newspaper in the issues of

May 18, 25- 6/1,8/1978

Affiant further says that the said Escambia County Beacon is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

S. C. Pfeiffer

PUBLISHER

Sworn to and subscribed before me this Eighteenth

day of May, A.D. 19 78

Lerada M Frey

NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires Feb. 13, 1980
Bonded by American Fire & Casualty Co.

Co.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, Heritage Conservation and Recreation Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes, by Escambia County, Florida (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 68.41 acres, located in Escambia County, Florida:

157.10 acres, more or less, consisting of the East half of the Northwest quarter and the West half of the Northeast quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida;

LESS AND EXCEPT the West 740.0' of the North 1100.00' of the East half of the Northwest quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida, containing 18.69 acres more or less;

AND, ALSO LESS AND EXCEPT the South 1155' of the Southwest quarter of the Northeast quarter and the South 1155' of the Southeast quarter of the Northwest quarter, all lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida containing 70 acres more or less;

There are excepted from this conveyance and reserved to the Grantor, and its assigns, all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the rights to enter upon the land for the purpose of mining and removing the same.

This conveyance is made subject to any and all existing rights-of-way, easements and covenants and agreements affecting the above described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

This instrument prepared by:
Donald M. Spillman
Regional Solicitor's Office
U. S. Department of the Interior
148 International Boulevard
Atlanta, Georgia 30303

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Escambia County, Florida.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on or about December 8, 1977, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the

Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, its authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. Grantee shall be on the lookout for archaeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered.

9. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be

executed in its name and on its behalf this the 31 day of August, 1978

UNITED STATES OF AMERICA
acting by and through the
Secretary of the Interior

Through:

Robert M. Baker
Southeast Regional Director
Heritage Conservation and Recreation Service

By Wallace H. Jones

WITNESSES:
Roy W. Almdale
Claude Reams, Jr.

STATE OF Georgia)
) ss
COUNTY OF Fulton)

On this 31 day of August, 1978, before me, the subscriber, personally appeared Wallace H. Jones, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instument for and on behalf of the United States of America, for the purposes and uses therein described.

Roger J. Parker
NOTARY PUBLIC

NOTARY PUBLIC STATE OF GEORGIA AT LARGE

My commission expires:
Notary Public, Georgia State At Large
My Commission Expires Jan. 3, 1980

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

By Marvin Beck
Marvin Beck, Chairman
Escambia County Board of Commissioners

STATE OF FLORIDA)
) ss
COUNTY OF ESCAMBIA)

On this 7th day of September, 1978, before me, the undersigned Officer, personally appeared Marvin Beck to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is the Chairman of the Escambia County Board of Commissioners, that he is duly designated, empowered and authorized by a resolution of the Escambia County Board of Commissioners dated December 8, 1977 to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of Escambia County, Florida for the purposes and uses therein described.

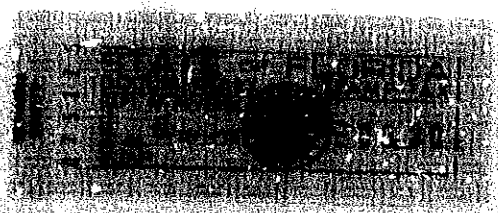
Sue Smith
NOTARY PUBLIC

My Commission expires:
MY COMMISSION EXPIRES MARCH 2, 1980

[redacted]

[redacted]

901044





FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
SEP 11 1 08 PM '78
IN BOOK & PAGE NOTED ABOVE
JOE A. FLORESS, COMPTROLLER
ESCAMBIA COUNTY

From:	Bill Johnson
To:	Colby S. Brown
Cc:	Joy D Blackmon; Jim Hagon; Stacey S. Ward; Danny R. Swain; John Seymour; Stephen Sorrell; Michael (Mike) Hamlin
Subject:	RE: J R Jones - ECUA R/W Easement
Date:	Thursday, March 30, 2017 8:55:03 AM
Attachments:	image001.jpg image002.jpg ECUA Well OLF 4A RW Request.pdf

Colby –

Attached is the requested map. Sorry I wasn't able to get it to you yesterday.

Bill

From: Bill Johnson [mailto:bill.johnson@ecua.fl.gov]
Sent: Tuesday, March 28, 2017 5:14 PM
To: 'Colby S. Brown' <CSBROWN@co.escambia.fl.us>
Cc: 'Joy D Blackmon' <JDBLACKM@co.escambia.fl.us>; 'Jim Hagon' <JLHAGON@co.escambia.fl.us>; 'Stacey S. Ward' <STWARD@co.escambia.fl.us>; 'Danny R. Swain' <drswain@co.escambia.fl.us>; John Seymour <John.Seymour@ecua.fl.gov>; Stephen Sorrell <sorrellse@ecua.fl.gov>; Michael (Mike) Hamlin <Michael.Hamlin@ecua.fl.gov>
Subject: RE: J R Jones - ECUA R/W Easement

Colby –

At this point our request is basically as previously stated.

As we have researched the issue we found some things that you should be aware of.

Since at least 1991 ECUA has leased all but a small portion of our parcel, (everything but the fenced area surrounding the OLF4A well site), to the County for the nominal fee of $1 a year. Although the lease term is for one year, it has automatically renewed itself each year since 1991.

Apparently, ECUA's 1991 lease to the County violated one or more of the restrictions imposed by the federal government in the original conveyance to the City (ECUA's predecessor). ECUA subsequently (in 1993) had to pay $122,444 to the U.S. Government to obtain a release of various federal restrictions on the property. A new lease was executed in the County's favor (i.e., $1.00 per year) on November 16, 1993. Nearly 24 years have passed since that time.

Concerning the ECUA-requested 50' x 150' parcel east of the OLF4A well site, while it is acknowledged that the requested property is subject to restrictions, it seems that the County could go through a similar process of lifting restrictions in order to convey property for ECUA's benefit just as ECUA did for the County.

The ECUA property, approximately 19 acres fronting on Nine Mile Road, obviously has significant value. The County's request for the westernmost 60 feet by 1,100 feet long equates to approximately 1.51 acres. Some reasonable consideration of the value of the property must be

considered in our recommendation to the ECUA Board.

I will send you a sketch tomorrow including the requested 50X150 parcel and the proposed 6-inch diameter PVC water line from a connection to an existing line on Nine Mile Road to a connection with a new water line in Bella Woods Subdivision.

In the meantime, if you have any questions give me a call.

Bill

From: Colby S. Brown [mailto:CSBROWN@co.escambia.fl.us]
Sent: Monday, March 27, 2017 5:11 PM
To: Bill Johnson <bill.johnson@ecua.fl.gov>; John Seymour <john.seymour@ecua.fl.gov>
Cc: Joy D Blackmon <JDBLACKM@co.escambia.fl.us>; Jim Hagon <JLHAGON@co.escambia.fl.us>; Stacey S. Ward <STWARD@co.escambia.fl.us>; Danny R. Swain <drswain@co.escambia.fl.us>
Subject: FW: J R Jones - ECUA R/W Easement

Bill and John

Please let me know as soon as you are able, what the ECUA request is for the property swap (understanding the QuitClaim Deed limitations) and the waterline size and location. It would be best if this was provided in a sketch similar to the one I sent below, so we can be clear regarding the request.

Please let me know when you anticipate to be able to respond with a sketch of your request.

Thanks.

Colby Brown, PE
Asst. County Engineer
Deputy Director Public Works
Design and Transportation
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034 cell

From: Joy D Blackmon
Sent: Monday, March 27, 2017 11:01 AM
To: Colby S. Brown
Subject: RE: J R Jones - ECUA R/W Easement

We need to have a sketch of their request and size of line so that I can discuss this with Jack.

Joy D. Blackmon, P.E.
Public Works Director and
County Engineer
ESCAMBIA COUNTY
850-554-3041 (c)

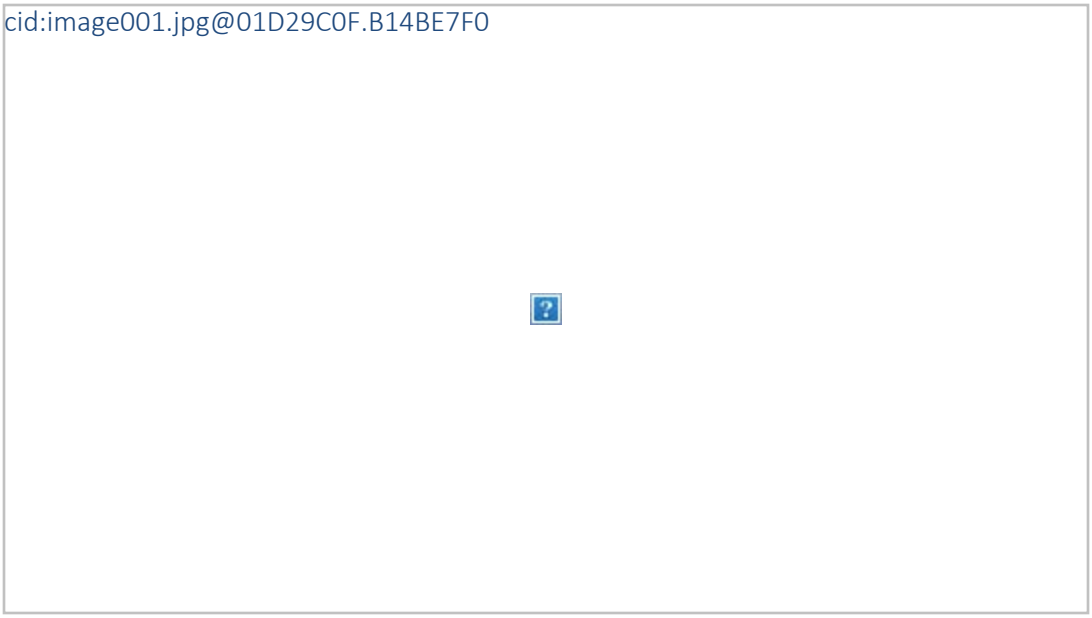
From: Bill Johnson [mailto:bill.johnson@ecua.fl.gov]
Sent: Friday, March 24, 2017 10:18 AM
To: Colby S. Brown; John Seymour; Mike Hamlin
Cc: Jim Hagon; Joy D Blackmon; Stacey S. Ward; Danny R. Swain; Stephen G. West; Stephen Sorrell; Odom & Barlow
Subject: RE: J R Jones - ECUA R/W Easement

Colby –
Thanks for your email.
I have passed the information along for review.
I believe ECUA's proposed position to be that the requested right-of-way would be conveyed in exchange for the construction of the water line and the conveyance of the requested property. We will review the deed document you sent and let you know how we may wish to address that issue.
In reviewing your sketch I would only comment that the proposed new water line should follow the proposed new roadway and tie in to the water system in the area of where the roadway will be connected rather than traverse overland to the southwest corner of the OLF property.
In the meantime let me know if you have any questions.
Bill

From: Colby S. Brown [mailto:CSBROWN@co.escambia.fl.us]
Sent: Thursday, March 23, 2017 2:48 PM
To: Bill Johnson <bill.johnson@ecua.fl.gov>; John Seymour <john.seymour@ecua.fl.gov>; Mike Hamlin <mhamlin@ecua.org>
Cc: Jim Hagon <JLHAGON@co.escambia.fl.us>; Joy D Blackmon <JDBLACKM@co.escambia.fl.us>; Stacey S. Ward <STWARD@co.escambia.fl.us>; Danny R. Swain <drswain@co.escambia.fl.us>; Stephen G. West <sgwest@co.escambia.fl.us>
Subject: J R Jones - ECUA R/W Easement

Bill

I wanted to send you the following sketch of what I gathered was ECUA's response to the County's request for a r/w easement:



I understand that in your meeting with staff and Steve Sorrell on the 9th, ECUA does not want to give an easement to the County for the roadway (yellow above), but rather would donate, to the County, the 60' along the west boundary in exchange for an area approximately 50' x 150' to the east of the fenced-in well house (blue rectangle) and for the County to install a waterline (no size indicated) within the County requested property.

Please verify that this is the request from ECUA.

I understand that, according to the QuitClaim Deed Document for the County owned portion of the John R Jones Property, the County cannot assign any portion of their property to anyone unless it is to another government agency that will use the property only for a park and recreation purpose and that the DOI agrees to the intent and purpose in writing. Excerpt below and entire document attached.



This would seem to not allow the County to "swap" this 50' x 150' portion, or any other portion of the property, to ECUA.

Also, we are not in a position to construct a waterline, but may be able to work with ECUA according to our continued practice, if ECUA wants to move forward with a waterline installation. What is the

proposed waterline size that ECUA would like to install?

ECUA has the Legal description and Sketch for the r/w easement that the County has requested following a discussion between Jack Brown, Esc Co Administrator and Steve Sorrell. Please respond to this email with ECUA's desired direction.

Colby Brown, PE
Asst. County Engineer
Deputy Director Public Works
Design and Transportation
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034 cell

From: Jim Hagon
Sent: Friday, March 10, 2017 6:35 AM
To: Colby S. Brown; Joy D Blackmon
Subject: Re: J R Jones Status - ECUA

Joy and Colby,

The information below is correct except Bill Johnson requested addition land surrounding the well site on the East side of the well. Not West side.

Thank you again,
Jim Hagon, PE

On Mar 9, 2017, at 6:23 PM, Colby S. Brown <CSBROWN@co.escambia.fl.us> wrote:

Joy

The Authorization Form has been signed.

The 2" force main has been located in the field and survey has picked it up. Essentially it runs directly down the middle of the existing dirt road on the western portion of the site at a min of 36" depth.

The ECUA wants to swap the easement for an additional 50' (did not state if it was property or easement) on west side of well property and for the County to construct a waterline as part of the access road.

Just a heads up, as this is not confirmed yet, but it appears that the original dedication of the property from the Navy decades ago, states that any additional easements or different uses of the

property were not allowed.

ECUA would not be able to take the requested easement to their March Board meeting as their verbal request for a swap (Jim will seek the request in writing) will need to be answered and the above property use issue would need to be verified.

Jim can verify the above info.

Colby Brown, PE
Asst. County Engineer
Deputy Director Public Works
Design and Transportation
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
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Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

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From:	Jack R. Brown
To:	Colby S. Brown; Joy D Blackmon
Cc:	Bill Johnson; "bill.johnson@ecua.fl.gov"; Jim Hagon; Alison A. Rogers; Stephen G. West; Michael E. Rhodes; David V. Forte; Amy L. Lovoy
Subject:	RE: J R Jones - ECUA R/W Easement CounterOffer Response
Date:	Wednesday, April 26, 2017 2:06:55 PM
Attachments:	image005.jpg image006.jpg image007.jpg image008.jpg

---

Colby/Joy,

As you are aware there isn't $50K allocated for this project. A recommendation for funding and approval will need to move forward to the Board.

From: Colby S. Brown
Sent: Thursday, April 06, 2017 1:04 PM
To: Jack R. Brown <jrbrown@co.escambia.fl.us>; Joy D Blackmon <JDBLACKM@co.escambia.fl.us>
Cc: Bill Johnson <bjohnson@ecua.org>; 'bill.johnson@ecua.fl.gov' <bill.johnson@ecua.fl.gov>; Jim Hagon <JLHAGON@co.escambia.fl.us>; Alison A. Rogers <aarogers@co.escambia.fl.us>; Stephen G. West <sgwest@co.escambia.fl.us>; Michael E. Rhodes <MERHODES@co.escambia.fl.us>; David V. Forte <DVFORTE@co.escambia.fl.us>
Subject: RE: J R Jones - ECUA R/W Easement CounterOffer Response

Jack

I spoke with Bill Johnson with ECUA and he confirmed that he was speaking on behalf of Mr. Steve Sorrell. ECUA would like the County to move forward with the transfer of the 50'x100' parcel to ECUA and for the County to handle whatever it takes to acquire approval from the Dept. of the Interior as related to the Quitclaim Deed restrictions. ECUA wants the County to pay for and install the new approximately 2200 lf of 6" waterline (approx cost $50K for waterline), from the 9 Mile Rd existing water main to the Bellawood S/D waterline, when the County access roadway from 9 Mile to the Bellawood S/D is constructed. There is no waterline currently in this location.

ECUA believes that they had made a lot of concessions in the past regarding allowing the County use of their property for Parks purposes. As was stated earlier, ECUA's 1991 lease to the County violated one or more of the restrictions imposed by the federal government in the original conveyance to the City (ECUA's predecessor). ECUA subsequently (in 1993) had to pay $122,444 to the U.S. Government to obtain a release of various federal restrictions on the property. A new lease was executed in the County's favor (i.e., $1.00 per year) on November 16, 1993.

I understand that, if the County is to agree to these terms, then ECUA will transfer ownership of the western 60' of their property to the County.

If, legally, the County is not able to transfer the 50'x150' parcel to ECUA, ECUA is willing to discuss other options at that point.

Bill – Please correct me if I misunderstood.

Colby Brown, PE
Asst. County Engineer
Deputy Director Public Works
Design and Transportation
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034 cell

From: Joy D Blackmon
Sent: Monday, April 03, 2017 3:13 PM
To: Colby S. Brown; Jim Hagon
Subject: FW: J R Jones - ECUA R/W Easement CounterOffer Request

FYI

Joy D. Blackmon, P.E.
Escambia County Public Works Director;
County Engineer
850-595-3492 (o)
850-554-3041 (c)

From: Jack R. Brown
Sent: Monday, April 03, 2017 2:47 PM
To: Alison A. Rogers; Stephen G. West
Cc: Joy D Blackmon
Subject: FW: J R Jones - ECUA R/W Easement CounterOffer Request

FYI - Jack

From: Jack R. Brown
Sent: Monday, April 3, 2017 2:46 PM
To: Stephen Sorrell <sorrellse@ecua.fl.gov>
Subject: FW: J R Jones - ECUA R/W Easement CounterOffer Request

Steve,

I hope you are doing well …. I am writing you regarding our request concerning ROW to the west side of the John R. Jones Park. Initially the road will be used as a construction entrance by the contractor. Eventually at a time yet to be determined it will be paved and become a public road pending funding by the BOCC.

Issues:

1. We can move forward with requesting the Board sign over the portion of the 50' x 150' piece of property east of the well site.
2. ECUA is requesting that we pay for a six inch 2200 lf PVC water line along the proposed roadway at what appears to be an estimated cost of $50K. Is this 6 inch water line being replaced or is this a new water line? If this is not a current line but rather a line that ECUA intends to install at a future date we don't see where our project would prevent the installation. Is there any room for negotiations or compromise?
3. We are willing to work the issue with DOI if that is your wish.

Please let me know how you want to proceed. Thanks, Jack

Jack R. Brown
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 3502
Email: jrbrown@myescambia.com
Phone: (850) 595-4947
Cell: (850) 490-5905
Fax: (850) 595-4908

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From: Colby S. Brown
Sent: Monday, April 3, 2017 2:02 PM
To: Jack R. Brown <jrbrown@co.escambia.fl.us>; Joy D Blackmon <JDBLACKM@co.escambia.fl.us>
Cc: Jim Hagon <JLHAGON@co.escambia.fl.us>; Wendy C Eacret <WCEACRET@co.escambia.fl.us>
Subject: FW: J R Jones - ECUA R/W Easement CounterOffer Request

Jack

The following is a summary of the request from staff at ECUA for them to dedicate a 60' r/w to the County along the west edge of J R Jones Park.

- The first of March, the County formalized the request for the 60' r/w easement from ECUA. As per your meeting with Steve Sorrell in February.

- About a week later, County was notified that ECUA wanted to “swap” the 60’ r/w for a 50’x150’ parcel and a waterline installed.
- Image below was the County’s understanding of ECUA’s request sent to ECUA for confirmation on march 23rd.



- ECUA responded with the attached map “ECUA Well OLF 4A RW Request” confirming the details of their request on March 30th which are as follows:
  - 2200 lf of 6” PVC Waterline the length of the proposed roadway – Approx $50K
  - 50’ x 150’ Parcel to the east of their Wellhead building – The attached “JRJones County Property – From DOI to County” is the Quitclaim Deed for the entire parcel from the Dept. of the Interior to the County that states the DOI has to sign off on the conveyance of any portion of the property and that it must be used as Public Park or Recreational Purposes. Excerpt below. ECUA wants the County to work thru this issue with the DOI.



You can read some of the detail of the discussion below in the email train.

Colby Brown, PE
Asst. County Engineer

Deputy Director Public Works
Design and Transportation
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034 cell

From: Colby S. Brown
Sent: Thursday, March 30, 2017 1:02 PM
To: Joy D Blackmon
Cc: Jim Hagon
Subject: FW: J R Jones - ECUA R/W Easement

Joy

See the attached map from Bill Johnson from ECUA with their request and the email below.

I presume we would need legal to engage Dept of Interior (DOI) for permission to "swap" the 50' x 150' portion of the park property and then BCC approval. Also, the request is to install about 2200' of 6" waterline (including bore and jack under 9 Mile to tie in to a 16" water main on the north side of the r/w). this is roughly $50K worth of work.

Let me know how you would like me to move forward.

Colby

From: Bill Johnson [mailto:bill.johnson@ecua.fl.gov]
Sent: Thursday, March 30, 2017 8:55 AM
To: Colby S. Brown
Cc: Joy D Blackmon; Jim Hagon; Stacey S. Ward; Danny R. Swain; John Seymour; Stephen Sorrell; Michael (Mike) Hamlin
Subject: RE: J R Jones - ECUA R/W Easement

Colby –
Attached is the requested map. Sorry I wasn't able to get it to you yesterday.
Bill

From: Bill Johnson [mailto:bill.johnson@ecua.fl.gov]
Sent: Tuesday, March 28, 2017 5:14 PM
To: 'Colby S. Brown' <CSBROWN@co.escambia.fl.us>
Cc: 'Joy D Blackmon' <JDBLACKM@co.escambia.fl.us>; 'Jim Hagon' <JLHAGON@co.escambia.fl.us>; 'Stacey S. Ward' <STWARD@co.escambia.fl.us>; 'Danny R. Swain' <drswain@co.escambia.fl.us>; John Seymour <John.Seymour@ecua.fl.gov>; Stephen Sorrell <sorrellse@ecua.fl.gov>; Michael

(Mike) Hamlin <Michael.Hamlin@ecua.fl.gov>
Subject: RE: J R Jones - ECUA R/W Easement

Colby –

At this point our request is basically as previously stated.

As we have researched the issue we found some things that you should be aware of.

Since at least 1991 ECUA has leased all but a small portion of our parcel, (everything but the fenced area surrounding the OLF4A well site), to the County for the nominal fee of $1 a year. Although the lease term is for one year, it has automatically renewed itself each year since 1991.

Apparently, ECUA's 1991 lease to the County violated one or more of the restrictions imposed by the federal government in the original conveyance to the City (ECUA's predecessor). ECUA subsequently (in 1993) had to pay $122,444 to the U.S. Government to obtain a release of various federal restrictions on the property. A new lease was executed in the County's favor (i.e., $1.00 per year) on November 16, 1993. Nearly 24 years have passed since that time.

Concerning the ECUA-requested 50' x 150' parcel east of the OLF4A well site, while it is acknowledged that the requested property is subject to restrictions, it seems that the County could go through a similar process of lifting restrictions in order to convey property for ECUA's benefit just as ECUA did for the County.

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I will send you a sketch tomorrow including the requested 50X150 parcel and the proposed 6-inch diameter PVC water line from a connection to an existing line on Nine Mile Road to a connection with a new water line in Bella Woods Subdivision.

In the meantime, if you have any questions give me a call.

Bill

From: Colby S. Brown [mailto:CSBROWN@co.escambia.fl.us]
Sent: Monday, March 27, 2017 5:11 PM
To: Bill Johnson <bill.johnson@ecua.fl.gov>; John Seymour <john.seymour@ecua.fl.gov>
Cc: Joy D Blackmon <JDBLACKM@co.escambia.fl.us>; Jim Hagon <JLHAGON@co.escambia.fl.us>; Stacey S. Ward <STWARD@co.escambia.fl.us>; Danny R. Swain <drswain@co.escambia.fl.us>
Subject: FW: J R Jones - ECUA R/W Easement

Bill and John

Please let me know as soon as you are able, what the ECUA request is for the property swap (understanding the QuitClaim Deed limitations) and the waterline size and location. It would be best if this was provided in a sketch similar to the one I sent below, so we can be clear regarding the request.

Please let me know when you anticipate to be able to respond with a sketch of your request.

Thanks.

Colby

From: Joy D Blackmon
Sent: Monday, March 27, 2017 11:01 AM
To: Colby S. Brown
Subject: RE: J R Jones - ECUA R/W Easement

We need to have a sketch of their request and size of line so that I can discuss this with Jack.

Joy D. Blackmon, P.E.
Public Works Director and
County Engineer
ESCAMBIA COUNTY
850-554-3041 (c)

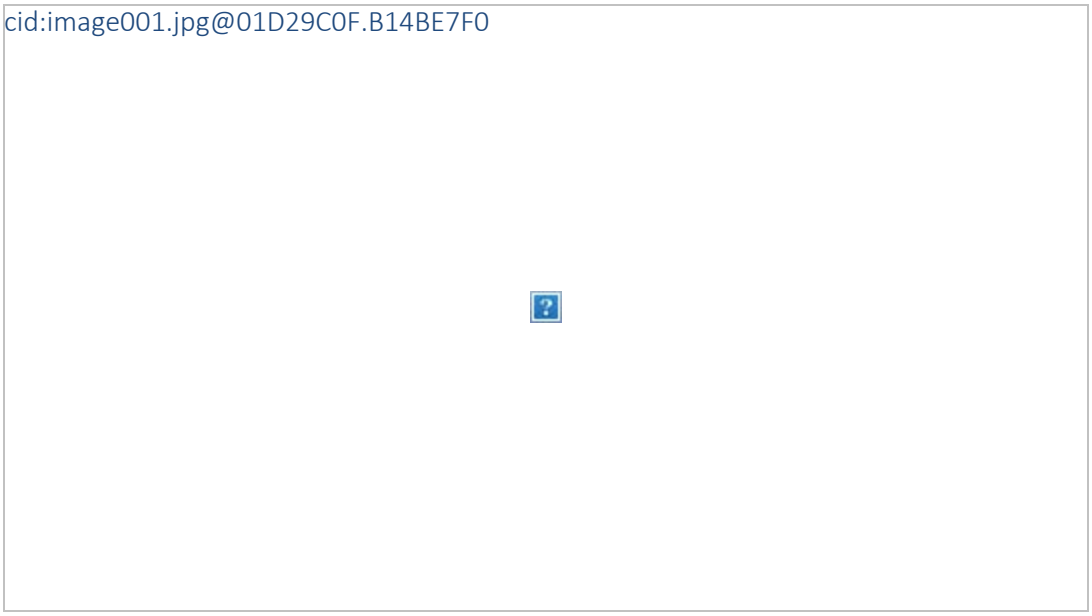
From: Bill Johnson [mailto:bill.johnson@ecua.fl.gov]
Sent: Friday, March 24, 2017 10:18 AM
To: Colby S. Brown; John Seymour; Mike Hamlin
Cc: Jim Hagon; Joy D Blackmon; Stacey S. Ward; Danny R. Swain; Stephen G. West; Stephen Sorrell; Odom & Barlow
Subject: RE: J R Jones - ECUA R/W Easement

Colby –
Thanks for your email.
I have passed the information along for review.
I believe ECUA's proposed position to be that the requested right-of-way would be conveyed in exchange for the construction of the water line and the conveyance of the requested property. We will review the deed document you sent and let you know how we may wish to address that issue.
In reviewing your sketch I would only comment that the proposed new water line should follow the proposed new roadway and tie in to the water system in the area of where the roadway will be connected rather than traverse overland to the southwest corner of the OLF property.
In the meantime let me know if you have any questions.
Bill

From: Colby S. Brown [mailto:CSBROWN@co.escambia.fl.us]
Sent: Thursday, March 23, 2017 2:48 PM
To: Bill Johnson <bill.johnson@ecua.fl.gov>; John Seymour <john.seymour@ecua.fl.gov>; Mike Hamlin <mhamlin@ecua.org>
Cc: Jim Hagon <JLHAGON@co.escambia.fl.us>; Joy D Blackmon <JDBLACKM@co.escambia.fl.us>; Stacey S. Ward <STWARD@co.escambia.fl.us>; Danny R. Swain <drswain@co.escambia.fl.us>; Stephen G. West <sgwest@co.escambia.fl.us>
Subject: J R Jones - ECUA R/W Easement

Bill

I wanted to send you the following sketch of what I gathered was ECUA's response to the County's request for a r/w easement:



I understand that in your meeting with staff and Steve Sorrell on the 9th, ECUA does not want to give an easement to the County for the roadway (yellow above), but rather would donate, to the County, the 60' along the west boundary in exchange for an area approximately 50' x 150' to the east of the fenced-in well house (blue rectangle) and for the County to install a waterline (no size indicated) within the County requested property.

Please verify that this is the request from ECUA.

I understand that, according to the QuitClaim Deed Document for the County owned portion of the John R Jones Property, the County cannot assign any portion of their property to anyone unless it is to another government agency that will use the property only for a park and recreation purpose and that the DOI agrees to the intent and purpose in writing. Excerpt below and entire document attached.



This would seem to not allow the County to "swap" this 50' x 150' portion, or any other portion of the property, to ECUA.

Also, we are not in a position to construct a waterline, but may be able to work with ECUA according to our continued practice, if ECUA wants to move forward with a waterline installation. What is the proposed waterline size that ECUA would like to install?

ECUA has the Legal description and Sketch for the r/w easement that the County has requested following a discussion between Jack Brown, Esc Co Administrator and Steve Sorrell. Please respond to this email with ECUA's desired direction.

Colby

From: Jim Hagon
Sent: Friday, March 10, 2017 6:35 AM
To: Colby S. Brown; Joy D Blackmon
Subject: Re: J R Jones Status - ECUA

Joy and Colby,

The information below is correct except Bill Johnson requested addition land surrounding the well site on the East side of the well. Not West side.

Thank you again,
Jim Hagon, PE

On Mar 9, 2017, at 6:23 PM, Colby S. Brown <CSBROWN@co.escambia.fl.us> wrote:

Joy

The Authorization Form has been signed.

The 2" force main has been located in the field and survey has picked it up. Essentially it runs directly down the middle of the existing dirt road on the western portion of the site at a min of 36" depth.

The ECUA wants to swap the easement for an additional 50' (did not state if it was property or easement) on west side of well property and for the County to construct a waterline as part of the access road.

Just a heads up, as this is not confirmed yet, but it appears that the original dedication of the property from the Navy decades ago, states that any additional easements or different uses of the property were not allowed.

ECUA would not be able to take the requested easement to their March Board meeting as their verbal request for a swap (Jim will seek the request in writing) will need to be answered and the above property use issue would need to be verified.

Jim can verify the above info.

Colby

From:	Michael E. Rhodes
To:	Colby S. Brown; Joy D Blackmon
Cc:	Jim Hagon; Wendy C Eacret; Adam W. Reed
Subject:	RE: J R Jones - ECUA R/W Easement CounterOffer Request
Date:	Monday, April 03, 2017 4:19:17 PM
Attachments:	image001.jpg image002.jpg

I am comfortable the 50x 150 portion of property in reference and as shown in graphic in previous email would not be of issue to our department, nor to the respective athletic associations at this park. Thanks and hope all is well .

Michael Rhodes

From: Colby S. Brown
Sent: Monday, April 03, 2017 4:11 PM
To: Joy D Blackmon; Michael E. Rhodes
Cc: Jim Hagon; Wendy C Eacret
Subject: RE: J R Jones - ECUA R/W Easement CounterOffer Request

Joy

There is not waterline in this location currently (there is a 2" force main) and I did speak with Michael Rhodes about the 50 x 150 portion of property and he did not think it would be any concern.

Colby Brown, PE
Asst. County Engineer
Deputy Director Public Works
Design and Transportation
3363 West Park Place
Pensacola, FL 32505
850-554-3034 mobile

-------- Original message --------
From: Joy D Blackmon <JDBLACKM@co.escambia.fl.us>
Date: 04/03/2017 2:36 PM (GMT-06:00)
To: "Colby S. Brown" <CSBROWN@co.escambia.fl.us>, "Michael E. Rhodes" <MERHODES@co.escambia.fl.us>
Cc: Jim Hagon <JLHAGON@co.escambia.fl.us>, Wendy C Eacret <WCEACRET@co.escambia.fl.us>
Subject: RE: J R Jones - ECUA R/W Easement CounterOffer Request

Colby,
Is there an existing water line there now?
And have you confirmed the 50x150 is ok with Parks and Rec?

Joy D. Blackmon, P.E.
Escambia County Public Works Director;
County Engineer

850-595-3492 (o)
850-554-3041 (c)

From: Colby S. Brown
Sent: Monday, April 03, 2017 2:02 PM
To: Jack R. Brown; Joy D Blackmon
Cc: Jim Hagon; Wendy C Eacret
Subject: FW: J R Jones - ECUA R/W Easement CounterOffer Request

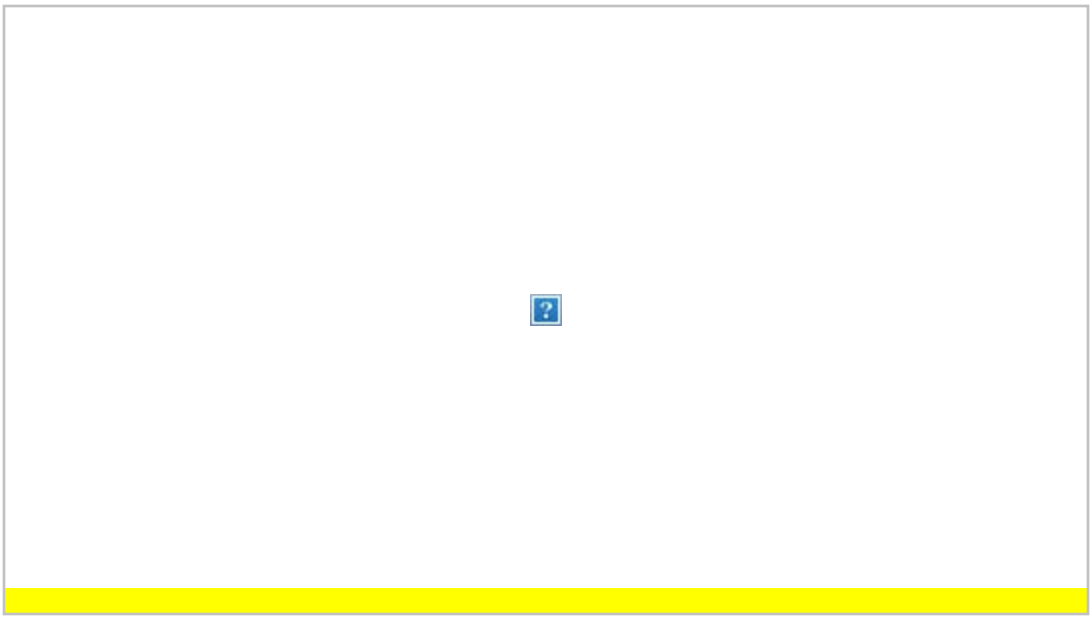
Jack

The following is a summary of the request from staff at ECUA for them to dedicate a 60' r/w to the County along the west edge of J R Jones Park.

The first of March, the County formalized the request for the 60' r/w easement from ECUA. As per your meeting with Steve Sorrell in February.

About a week later, County was notified that ECUA wanted to "swap" the 60' r/w for a 50'x150' parcel and a waterline installed.

Image below was the County's understanding of ECUA's request sent to ECUA for confirmation on march 23rd.



ECUA responded with the attached map "ECUA Well OLF 4A RW Request" confirming the details of their request on March 30th which are as follows:

- 2200 lf of 6" PVC Waterline the length of the proposed roadway – Approx $50K
- 50' x 150' Parcel to the east of their Wellhead building – The attached "JRJones County Property – From DOI to County" is the Quitclaim Deed for the entire

parcel from the Dept. of the Interior to the County that states the DOI has to sign off on the conveyance of any portion of the property and that it must be used as Public Park or Recreational Purposes. Excerpt below. ECUA wants the County to work thru this issue with the DOI.



You can read some of the detail of the discussion below in the email train.

Colby Brown, PE
Asst. County Engineer
Deputy Director Public Works
Design and Transportation
3363 West Park Place
Pensacola, FL 32505

csbrown@myescambia.com
(850) 595-3433
(850) 554-3034 cell

From: Colby S. Brown
Sent: Thursday, March 30, 2017 1:02 PM
To: Joy D Blackmon
Cc: Jim Hagon
Subject: FW: J R Jones - ECUA R/W Easement

Joy

See the attached map from Bill Johnson from ECUA with their request and the email below.

I presume we would need legal to engage Dept of Interior (DOI) for permission to “swap” the 50’ x 150’ portion of the park property and then BCC approval. Also, the request is to install about 2200’ of 6” waterline (including bore and jack under 9 Mile to tie in to a 16” water main on the north side of the r/w). this is roughly $50K worth of work.

Let me know how you would like me to move forward.

Colby

From: Bill Johnson [mailto:bill.johnson@ecua.fl.gov]
Sent: Thursday, March 30, 2017 8:55 AM
To: Colby S. Brown
Cc: Joy D Blackmon; Jim Hagon; Stacey S. Ward; Danny R. Swain; John Seymour; Stephen Sorrell; Michael (Mike) Hamlin
Subject: RE: J R Jones - ECUA R/W Easement

Colby –
Attached is the requested map. Sorry I wasn't able to get it to you yesterday.
Bill

From: Bill Johnson [mailto:bill.johnson@ecua.fl.gov]
Sent: Tuesday, March 28, 2017 5:14 PM
To: 'Colby S. Brown' <CSBROWN@co.escambia.fl.us>
Cc: 'Joy D Blackmon' <JDBLACKM@co.escambia.fl.us>; 'Jim Hagon' <JLHAGON@co.escambia.fl.us>; 'Stacey S. Ward' <STWARD@co.escambia.fl.us>; 'Danny R. Swain' <drswain@co.escambia.fl.us>; John Seymour <John.Seymour@ecua.fl.gov>; Stephen Sorrell <sorrellse@ecua.fl.gov>; Michael (Mike) Hamlin <Michael.Hamlin@ecua.fl.gov>
Subject: RE: J R Jones - ECUA R/W Easement

Colby –

At this point our request is basically as previously stated.

As we have researched the issue we found some things that you should be aware of.

Since at least 1991 ECUA has leased all but a small portion of our parcel, (everything but the fenced area surrounding the OLF4A well site), to the County for the nominal fee of $1 a year. Although the lease term is for one year, it has automatically renewed itself each year since 1991.

Apparently, ECUA's 1991 lease to the County violated one or more of the restrictions imposed by the federal government in the original conveyance to the City (ECUA's predecessor). ECUA subsequently (in 1993) had to pay $122,444 to the U.S. Government to obtain a release of various federal restrictions on the property. A new lease was executed in the County's favor (i.e., $1.00 per year) on November 16, 1993. Nearly 24 years have passed since that time.

Concerning the ECUA-requested 50' x 150' parcel east of the OLF4A well site, while it is acknowledged that the requested property is subject to restrictions, it seems that the County could go through a similar process of lifting restrictions in order to convey property for ECUA's benefit just as ECUA did for the County.

The ECUA property, approximately 19 acres fronting on Nine Mile Road, obviously has significant value. The County's request for the westernmost 60 feet by 1,100 feet long equates to approximately 1.51 acres. Some reasonable consideration of the value of the property must be considered in our recommendation to the ECUA Board.

I will send you a sketch tomorrow including the requested 50X150 parcel and the proposed 6-inch diameter PVC water line from a connection to an existing line on Nine Mile Road to a

connection with a new water line in Bella Woods Subdivision.

In the meantime, if you have any questions give me a call.

Bill

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Sent: Monday, March 27, 2017 5:11 PM
To: Bill Johnson <bill.johnson@ecua.fl.gov>; John Seymour <john.seymour@ecua.fl.gov>
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Please let me know as soon as you are able, what the ECUA request is for the property swap (understanding the QuitClaim Deed limitations) and the waterline size and location. It would be best if this was provided in a sketch similar to the one I sent below, so we can be clear regarding the request.

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ESCAMBIA COUNTY
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Sent: Thursday, March 23, 2017 2:48 PM
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Cc: Jim Hagon <JLHAGON@co.escambia.fl.us>; Joy D Blackmon <JDBLACKM@co.escambia.fl.us>; Stacey S. Ward <STWARD@co.escambia.fl.us>; Danny R. Swain <drswain@co.escambia.fl.us>; Stephen G. West <sgwest@co.escambia.fl.us>
Subject: J R Jones - ECUA R/W Easement

Bill

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cid:image001.jpg@01D29C0F.B14BE7F0

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Sent: Friday, March 10, 2017 6:35 AM
To: Colby S. Brown; Joy D Blackmon
Subject: Re: J R Jones Status - ECUA

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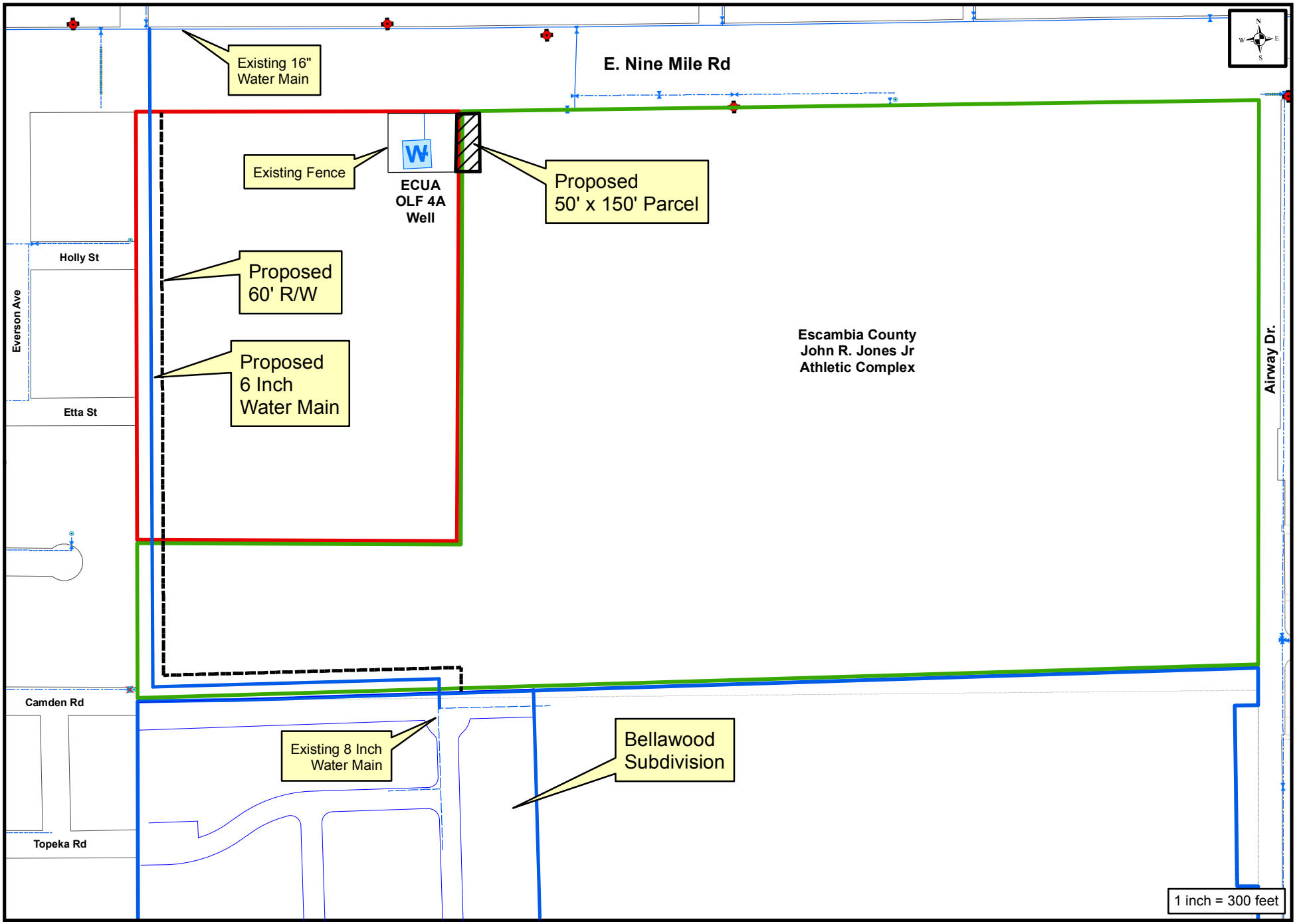
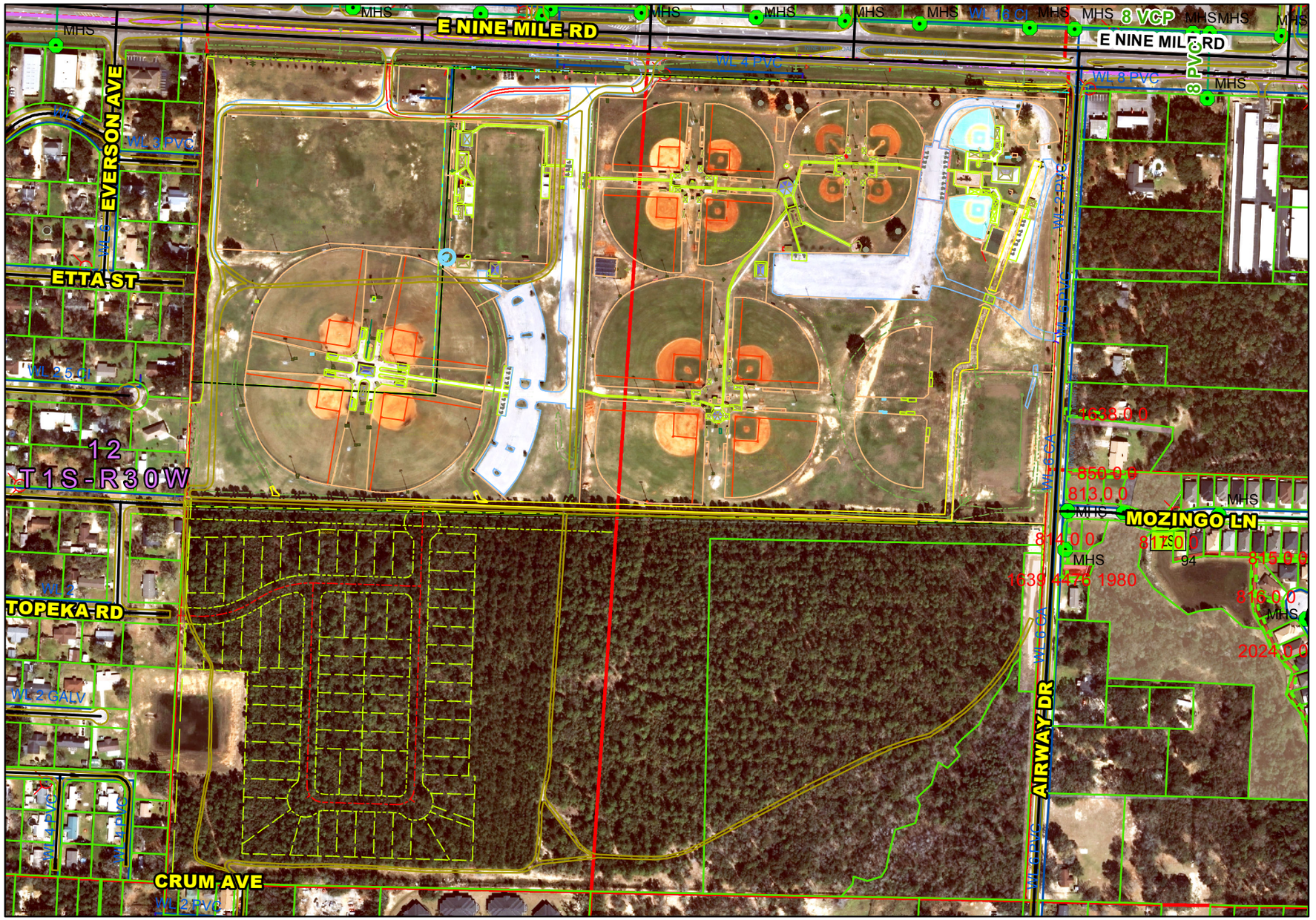
Jim can verify the above info.

Colby

ECUA OLF 4A Well Property - Right of Way Request





ESCAMBIA COUNTY • FLORIDA •

Exhibit

Title: Bellawood Proposed Subdivision
Exhibit Type: Parcel Relationship
Date of Exhibit: October 17, 2016
Horizontal Dtaum: NAD83 (2011)
Projection: Florida North
Coordinate Type: Grid
Vertical Datum: N/A
Created By: Danny R. Swain

N

This is a Draft Plot
For Visual Representation Only

0 112.5225 450 675 900
Feet

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12217 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Conveyance of an Access and Utility Easement to Emerald Coast Utilities Authority for Creekwood Subdivision
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of an Access and Utility Easement to Emerald Coast Utilities Authority for Creekwood Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of an Access and Utility Easement to Emerald Coast Utilities Authority (ECUA) for Creekwood Subdivision:

A. Adopt the Resolution authorizing the conveyance of an Access and Utility Easement to ECUA for Creekwood Subdivision;

B. Approve the Access and Utility Easement authorizing the conveyance of the Easement to ECUA; and

C. Authorize the Chairman or Vice Chairman to execute the Access and Utility Easement, Resolution, and any other documents necessary to complete the conveyance without any further action from the Board.

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

BACKGROUND:

Creekwood Subdivision, Phase I, has a lift station on Parcel "N", which was originally owned by the Creekwood Homeowners Association, but has recently been conveyed to ECUA for ownership. Parcel "N" is surrounded on three sides by Parcel "L" which is owned by the County. ECUA has requested a perpetual Access and Utility Easement over and across Parcel "L" for the purpose of access to Parcel "N", including installation of a paved driveway and utility lines, as well as continued maintenance of the driveway, utility lines and lift station.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Access and Utility Easement and Resolution were prepared 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, 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

Access and Utility Easement

Resolution

Map

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCESS AND UTILITY EASEMENT

THIS GRANT OF ACCESS AND UTILITY EASEMENT is made and entered into this _____ day of _____, 2017, by and between Escambia County, a political subdivision of the State of Florida (Grantor), whose address is 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida (Grantee), whose address is 9255 Sturdevant Street, Pensacola, Florida 32514.

WITNESSETH

WHEREAS, Grantor is the owner of property (the Property) more particularly described as Parcel L, as shown on the plat of Creekwood Subdivision Phase I, recorded in Plat Book 17 at pages 31 and 31A of the public records of Escambia County, Florida; and

WHEREAS, Grantee desires a perpetual easement over a portion of Grantor's Property for access and utilities between the adjacent Parcel N in Creekwood Subdivision Phase I and Juno Circle (50' R/W); and

WHEREAS, Grantor has agreed to grant an easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, does grant to Grantee and Grantee's successors and assigns, a perpetual access and utility easement over and across the area described in the attached Exhibit A for access between Parcel N in Creekwood Subdivision Phase I and Juno Circle (50' R/W) and for installing a paved driveway and utility lines, together with the right to construct, excavate, maintain, replace, inspect, remove and repair such paved driveway and utility lines from time to time, and all rights and privileges necessary or convenient for the purposes described above.

IN WITNESS WHEREOF, the Grantor has set its hand and seal the day and year first written above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

Legal Description & Sketch
Exhibit "A"

Legal Description

Prepared at the request of the Escambia County Engineering Department

February 17, 2017

Portion from Parcel "L"

A portion of Parcel "L", Block "D", Creekwood Phase 1, as recorded in Plat Book 17, Pages 31 & 31A, in the public records of Escambia County, Florida, and being more particularly described as follows:

Begin at the most southerly corner of said Parcel "L"; thence N59°56'08"W (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the south boundary of said Parcel "L" for a distance of 26.05 feet; thence continue coincident with said south boundary for a bearing of N86°24'55"W and a distance of 22.43 feet; thence N72°10'08"W for a distance of 48.76 feet; thence N86°24'55"W for a distance of 15.68 feet to a point on the east boundary of Parcel "N", Block "D", said Creekwood Phase 1; thence S29°59'02"W coincident with said east boundary for a distance of 3.62 feet to the most southerly corner of said Parcel "N"; thence N59°47'15"W coincident with the south boundary of said Parcel "N" for a distance of 7.24 feet; thence N86°24'55"W for a distance of 36.56 feet to the west boundary of said Parcel "L"; thence N03°46'31"E coincident with said west boundary for a distance of 59.64 feet to the northwest corner of said Parcel "L"; thence N55°57'26"E coincident with the north boundary of said Parcel "L" for a distance of 4.28 feet to the most northerly corner of said Parcel "L"; thence S59°53'34"E coincident with said north boundary of said Parcel "L" for a distance of 24.57 feet to the most northerly corner of said Parcel "N"; thence S59°54'04"E coincident with the north boundary of said parcels "L" and "N" for a distance of 39.88 feet to the most easterly corner of said Parcel "N"; thence S29°59'02"W coincident with the east boundary of said Parcel "N" for a distance of 19.11 feet; thence S72°10'08"E for a distance of 89.74 feet to the north boundary of said Parcel "L"; thence S59°52'30"E coincident with said north boundary for a distance of 17.96 feet to the westerly right-of-way of Juno Circle (50' R/W); thence along a non tangential curve concave to the southeast and coincident with said westerly right-of-way for an arc length of 10.18 feet, said non tangential curve has a radius of 150.00 feet; a central angle of 03°53'16", and a chord that bears S17°42'24"W for a chord distance of 10.18 feet to the Point of Beginning.

Less and Except Parcel "N", Block "D", Creekwood Phase 1, as recorded in Plat Book 17, Pages 31 & 31A, in the public records of Escambia County, Florida.

Said parcel contains 0.06 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. Projection Zone: Florida North (State Plane)
    b. Projection Type: Lambert Conformal Conic
    c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 2011)).
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 sketch and description: Deeds of record; Plat of Creekwood Phase 1, as recorded in Plat Book 17, Pages 31 & 31A, in the public records of Escambia County, Florida; Boundary Survey of Parcels "L" and "N" completed by Escambia County, Florida Surveying Department; and existing field monumentation.
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

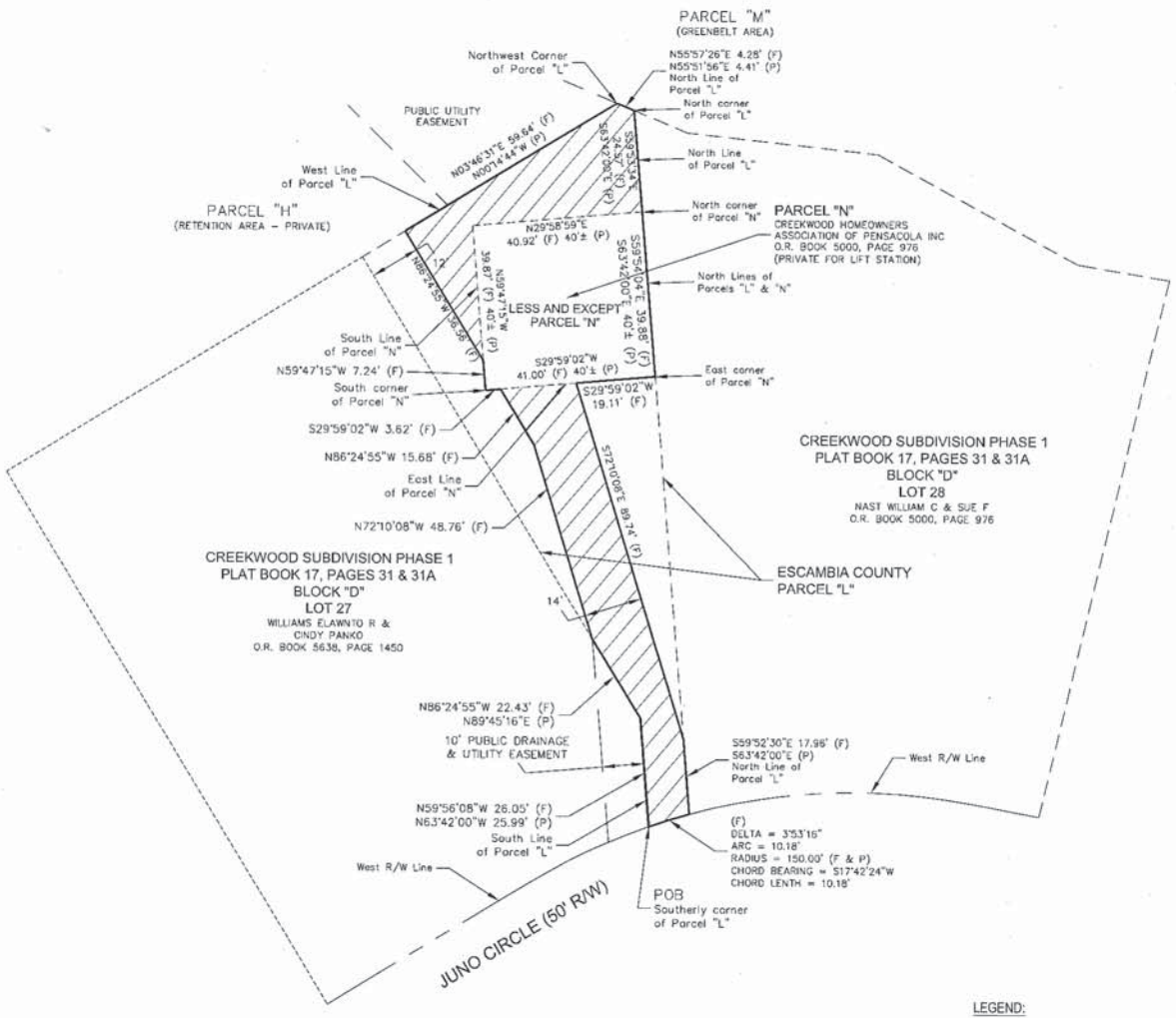
Drawn By: MK	Project No.: 20170017
Survey Date: 4/22-5/3, 2016	Drawing No. L-5090
Drawing Date: 2/24/2017	Field Book: 519 Page: 18-30
Section, Township, Range:	14, T-1-S, R-31-W
Type of Survey: Description & Sketch	Sheet No. 1 of 2
Revisions:	Date:

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

Date: 3/2/2017

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 & Sketch
Exhibit "A"



0' 30 60 90

GRAPHIC SCALE: 1" = 30

LEGEND:

R/W - RIGHT-OF-WAY

O.R. BOOK - OFFICIAL RECORD BOOK

POB - POINT OF BEGINNING

(P) - PLAT

(F) - FIELD

- R/W LINE
- EASEMENT LINE
- LOT 27 LINE
- LOT 28 LINE
- PROPERTY LINE
- PARCEL "N" LINE
- SUBJECT PARCEL
- PORTION FROM PARCEL "L"

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.

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

Drawn By: MK	Project No.: 20170017
Survey Date: 4/22-5/3, 2016	Drawing No. L-5090
Drawing Date: Feb 24, 2017	Field Book: 519 Page: 18-30
Section, Township, Range:	14, T-1-S, R-31-W
Type of Survey: Description & sketch	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Danny R. Swain, State of Florida
Professional Surveyor and Mapper No. 5942

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.

RESOLUTION R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE CONVEYANCE OF AN ACCESS AND UTILITY EASEMENT TO THE EMERALD COAST UTILITIES AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of property (the Property) more particularly described as Parcel L, as shown on the plat of Creekwood Subdivision Phase I, recorded in Plat Book 17 at pages 31 and 31A of the public records of Escambia County, Florida; and

WHEREAS, the Emerald Coast Utilities Authority (ECUA) desires a perpetual easement over a portion of the Property for access and utilities between the adjacent Parcel N in Creekwood Subdivision Phase I and Juno Circle (50' R/W); and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the public to convey an access and utility easement over a portion of the Property to ECUA under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to ECUA is authorized pursuant to Section 125.38, Florida Statutes; and

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

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

Section 2. The County shall convey to ECUA an access and utility easement over and across the area described in the attached Exhibit A for the recited consideration of One Dollar ($1.00) with all costs associated with accepting the easement and recording it in the public records being borne by ECUA.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency
By/Title: _____
Date: May 18, 2017

BCC Approved: _____

Legal Description & Sketch
Exhibit "A"

Legal Description

Prepared at the request of the Escambia County Engineering Department

February 17, 2017

Portion from Parcel "L"

A portion of Parcel "L", Block "D", Creekwood Phase 1, as recorded in Plat Book 17, Pages 31 & 31A, in the public records of Escambia County, Florida, and being more particularly described as follows:

Begin at the most southerly corner of said Parcel "L"; thence N59°59'08"W (Grid Basis of Bearings - Florida North, NAD83 (2011)) coincident with the south boundary of said Parcel "L" for a distance of 26.05 feet; thence continue coincident with said south boundary for a bearing of N86°24'55"W and a distance of 22.43 feet; thence N72°10'08"W for a distance of 48.76 feet; thence N86°24'55"W for a distance of 15.68 feet to a point on the east boundary of Parcel "N", Block "D", said Creekwood Phase 1; thence S29°59'02"W coincident with said east boundary for a distance of 3.62 feet to the most southerly corner of said Parcel "N"; thence N59°47'15"W coincident with the south boundary of said Parcel "N" for a distance of 7.24 feet; thence N86°24'55"W for a distance of 36.56 feet to the west boundary of said Parcel "L"; thence N03°46'31"E coincident with said west boundary for a distance of 59.64 feet to the northwest corner of said Parcel "L"; thence N55°57'26"E coincident with the north boundary of said Parcel "L" for a distance of 4.28 feet to the most northerly corner of said Parcel "L"; thence S59°53'34"E coincident with said north boundary of said Parcel "L" for a distance of 24.57 feet to the most northerly corner of said Parcel "N"; thence S59°54'04"E coincident with the north boundary of said parcels "L" and "N" for a distance of 39.88 feet to the most easterly corner of said Parcel "N"; thence S29°59'02"W coincident with the east boundary of said Parcel "N" for a distance of 19.11 feet; thence S72°10'08"E for a distance of 89.74 feet to the north boundary of said Parcel "L"; thence S59°52'30"E coincident with said north boundary for a distance of 17.96 feet to the westerly right-of-way of Juno Circle (50' R/W); thence along a non tangential curve concave to the southeast and coincident with said westerly right-of-way for an arc length of 10.18 feet, said non tangential curve has a radius of 150.00 feet; a central angle of 03°53'16", and a chord that bears S17°42'24"W for a chord distance of 10.18 feet to the Point of Beginning.

Less and Except Parcel "N", Block "D", Creekwood Phase 1, as recorded in Plat Book 17, Pages 31 & 31A, in the public records of Escambia County, Florida.

Said parcel contains 0.06 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. Projection Zone: Florida North (State Plane)

   b. Projection Type: Lambert Conformal Conic

   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 2011))

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.

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14) Documents used in the preparation of this sketch and description: Deeds of record; Plat of Creekwood Phase 1, as recorded in Plat Book 17, Pages 31 & 31A, in the public records of Escambia County, Florida; Boundary Survey of Parcels "L" and "N" completed by Escambia County, Florida Surveying Department; and existing field monumentation.

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

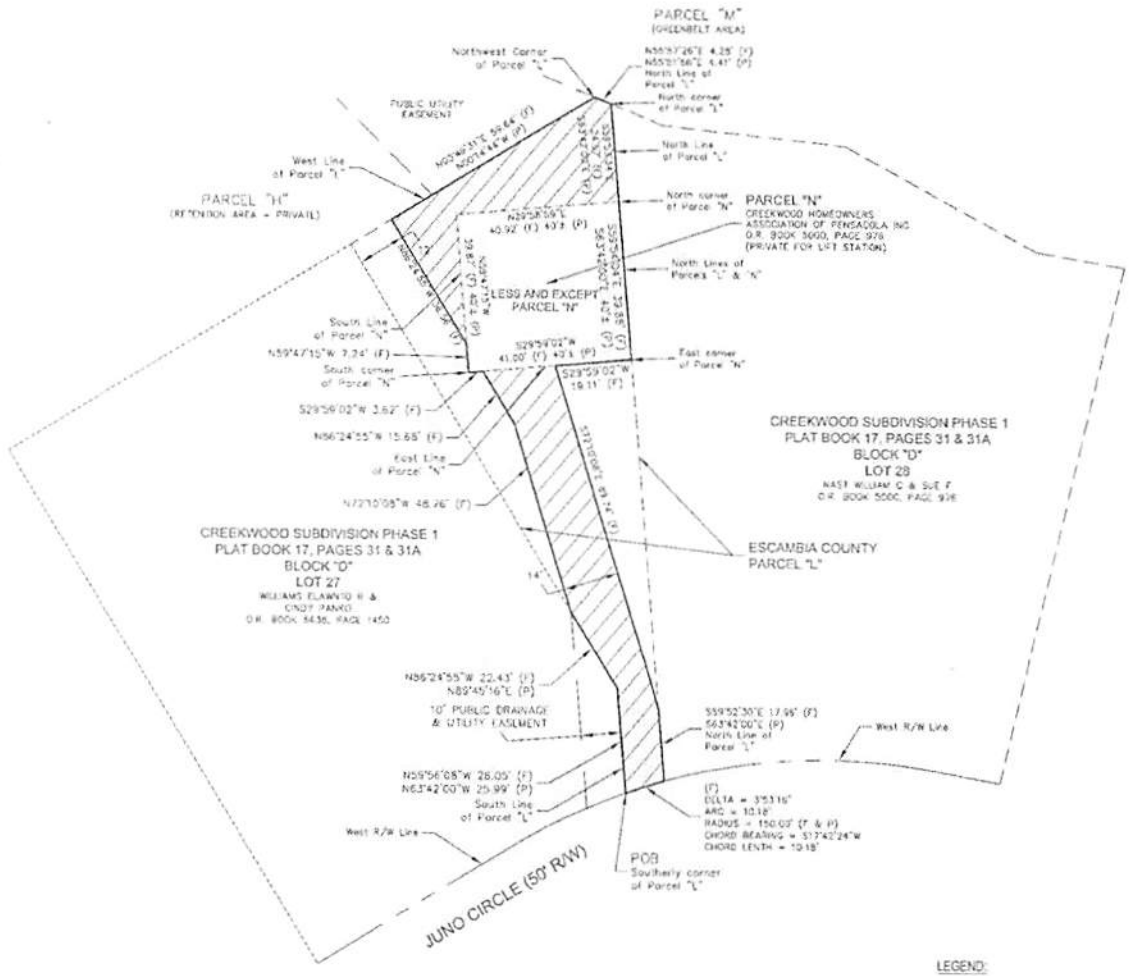
Drawn By: MK	Project No.: 20170017	
Survey Date: 4/22-5/3, 2016	Drawing No.: L-6040	
Drawing Date: 2/24/2017	Field Book: 519 Page: 18-30	
Section, Township, Range:	14, T-1-S, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 1 of 2	
Revisions:	Date:	

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

Date: 3/2/2017

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 & Sketch
Exhibit "A"



0' 30 60 90

GRAPHIC SCALE: 1" = 30

LEGEND:

R/W - RIGHT-OF-WAY

O.R. BOOK - OFFICIAL RECORD BOOK

POB - POINT OF BEGINNING

(P) - PLAT

(F) - FIELD

- R/W LINE
- EASEMENT LINE
- LOT 27 LINE
- LOT 28 LINE
- PROPERTY LINE
- PARCEL "N" LINE
- SUBJECT PARCEL
- PORTION FROM PARCEL "L"

Surveyor Notes:

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

Drawn By: MK	Project No.: 2017/2017
Survey Date: 4/22-5/3, 2016	Drawing No. L-5050
Drawing Date: Feb 24, 2017	Field Book: 519 Page: 18-30
Section, Township, Range:	14, T-1-S, R-31-W
Type of Survey: Description & sketch	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Danny R. Swain, State of Florida
Professional Surveyor and Mapper No. 5942

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Creekwood Subdivision



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 5/10/2017 DISTRICT 1

Parcel L - County Owned

Parcel N - ECUA Owned

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12166 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
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 five Request for Disposition of Property Forms for the Public Works Department, listing 16 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: 210402

Terry Gray, Road Dept. Fleet Division DATE:

Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	50876	FORD	1FTRF17W32NB44802	F-150	2002	POOR

Disposal Comments: IN POOR CONDITION. NEEDS 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: 4/12/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): JAMES HIGDON

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210402

Maribelle Van Brussel DATE: 4/19/17

Property Custodian (PRINT FULL NAME)

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

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
	53015	Bush Hog	1201107	3715	2004	POOR

Disposal Comments: very bad condition . needs 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: 10/25/16

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 5/9/17

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Maribelle VanBrussel 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	44054	TRAILER LOW BOY	4URA11E35TS061472	RG-50	1996	POOR
N	31830	TRAILER LOW BOY	1CD2L4330GA002860	RG-50	1996	POOR
N	50475	BUSH HOG	12-0005	3710	2001	POOR
N	50476	BUSH HOG	12-0006	3710	2001	POOR
N	50879	FORD	1FTRF17W92NB44805	F-150	2002	POOR
N	54210	FORD	1FMEU72E96UA15038	EXPLORER	2005	POOR

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: 5/9/17

FROM: Escambia County Department Director (Signature): James S. Higdon

Director (Print Name): James Higdon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Road Dept COST CENTER NO: 210401

Maribelle VanBrussel DATE: 5/9/17

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
	58109	BUSH HOG	10005	RX72HD	2009	POOR
	44037	FORD	1FDXF80E0VVA16454	WATER TRUCK	1996	POOR
	54219	FORD	1FDXF46P56EB07495	CHASSIS CAB	2006	POOR
	50875	FORD	1FTRF17W12NB44801	F-150	2008	POOR
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Disposal Comments: page 2

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5/9/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Escambia County Road Dept COST CENTER NO: 210401

Maribelle Van Brussel DATE: 5/11/17

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
	42478	FORD TRUCK	1FDXF80C0SVA63820	F-800	1995	POOR
	46176	FORD TRUCK	1FDXF80E3WVA31046	F-800	1998	POOR
	48154	INTERNATIONAL	1HTSCABNXYH274112	4700	2000	POOR
	48155	INTERNATIONAL	1HTSCABN1YH274113	4700	2000	POOR
	40791	INTERNATIONAL	1HSGGAER4SH620370	F2574	1995	POOR

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: 5/11/17

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12265 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: Use of the Artel Gallery by the Pensacola Opera on June 8, 2017
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Use of the Artel Gallery by the Pensacola Opera, Inc., to Host the Opera's Guild Social Event on June 8, 2017 - Jack R. Brown, County Administrator

That the Board take the following action concerning the use of the Artel Gallery:

A. Approve the use of the Artel Gallery space for the Pensacola Opera, Inc., to host the Opera's Guild Social Event on Thursday, June 8, 2017, from 4:00 p.m., until 8:00 p.m.;

B. Grant permission for them to serve wine at this event, pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

C. Require the Pensacola Opera, Inc., to have the Artel Gallery cleaned up by 10:00 a.m., on Friday, June 9, 2017.

BACKGROUND:

On Tuesday, May 9, 2017, the Pensacola Opera, Inc., made a written request to use the Artel Gallery on Thursday, June 8, 2017, from 4:00 p.m. until 8:00 p.m., to host their Opera Guild Social Event and to serve wine at this event.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Pensacola Opera, Inc., will provide Robert Dye, Risk Manager, with the required insurance policy prior to hosting this event.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12168 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federally-Funded Subaward and Grant Agreement Regarding the Escambia County Acquisition and Demolition Project - Tim Tolbert, CBO, Building Services Department Director

That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement regarding the Escambia County Acquisition and Demolition Project:

A. Approve the Federally-Funded Subaward and Grant Agreement between Escambia County and the State of Florida, Division of Emergency Management, regarding the Escambia County Acquisition and Demolition Project, providing Escambia County funding in the amount of $721,487.32, through the Federal Flood Mitigation Assistance Grant Program, Project Number FMA-PJ-04-FL-2015-019, for mitigation of repetitive loss properties in Escambia County; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the mitigation of repetitive losses. The State issues these funds to counties as subgrant recipients to be used for prevention of repetitive loss. Escambia County, as a participant in the National Flood Insurance Program ("NFIP"), was qualified and eligible to receive these grant funds for the locations specified under the Agreement. The grant fund will be administered by a DEM approved third party pursuant to the Agreement.

BUDGETARY IMPACT:

There is no budgetary impact to Escambia County as this DEM Subgrant is federally funded and includes a cost share by each recipient. Any administration fees are also paid from the funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed and approved as to form and legal sufficiency by Bobbie Ellis-Wiggins, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Building Services Department will coordinate with the State of Florida and the approved third party administrator regarding the projects.

Attachments

FMA-PJ-04-FL-2015-019

Agreement Number: 17FM-S7-01-27-01-___

Project Number: FMA-PJ-04-FL-2015-019

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Escambia County
Sub-Recipient's unique entity identifier:	59-6000598
Federal Award Identification Number (FAIN):	EMA-2016-FM-E001
Federal Award Date:	September 21, 2016
Subaward Period of Performance Start and End Date:	09/21/2016–10/30/2018
Amount of Federal Funds Obligated by this Agreement:	$721,487.32
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$721,487.32
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$721,487.32
Federal award project description (see FFATA):	Acquisition and Demolition
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Susan Harris-Council, Project Manager
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.029 – Flood Mitigation Assistance
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Susan Harris-Council, Project Manager
FL Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-414-8419
Email:Susan.Harris-Council@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. Harry T. Gibson, Floodplain Administrator
Escambia County
3363 West Park Place
Pensacola, Florida 32505-5250
Telephone: 850-554-2826
Email: htgibson@myescambia.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on October 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $721,487.32.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-

Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of

submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is

appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-

Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal

laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703,

Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: ESCAMBIA COUNTY

By: _____

Name and title: D. B. Underhill, Chairman

Date: _____

FID#: _____

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY_____
DEPUTY CLERK

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

Approved as to form and legal sufficiency.

By/Title: B. Ellis W ACA
Date: 05/15/17

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: ***Federal Emergency Management Agency: Hazard Mitigation Grant***
Catalog of Federal Domestic Assistance Number: ***97.029***
Amount of Federal Funding: **$721,487.32**

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
   - **Acquisition of hazard prone properties**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-recipient.

Attachment A

Budget and Scope of Work

FMA-PJ-04-FL-2015-019

Homeowners: Gary & Leticia Ketcham
Property Address: 5014 Shoshone Dr., Pensacola, Florida

Homeowners: Richard & Lena Loggins
Property Address: 5430 North Shore Road, Pensacola, Florida

Homeowners: Allen & Lyann Carnes
Property Address: 7672 Old Hickory Road, Pensacola, Florida

Homeowners: Allen & Lyann Carnes
Property Address: 7674 Old Hickory Road, Pensacola, Florida (adjacent vacant lot)

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is to acquire four properties located in Escambia County, Florida; funded through the Flood Mitigation Assistance Grant Program (FMA) **FMA-PJ-04-FL-2015-019** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Escambia County, agrees to administer and complete the project per the scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance Grant Program (FMA) project, the Sub-Recipient proposes to acquire four properties located in Escambia County, Florida, 32507.

The scope of work proposes to acquire and demolish three residential properties and acquire one vacant lot. Mitigation activities shall include debris removal, abandoning well and septic tank, disconnection of all utilities and site restoration.

Land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

TASKS & DELIVERABLES:

A. Tasks

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include.

a) Local Building Official Inspection Report Local Permits, Certificate of Completion, Lead based paint report and Final Approval, as applicable.

b) Copy of Warranty Deeds

c) Copy of letters issued by the utility companies involved, confirming that all services have been terminated. This may include but is not limited to decommissioning of septic systems and potable water wells, as applicable.

d) Verification that Best Management Practices (BMPs) were implemented including the following:

1. All state, local, and county ordinances shall be followed.
2. Disturbance, demolition, and clearing activities shall be limited to the boundaries of the residential property.
3. Construction activities shall take place between the hours of 7:30 a.m. to 6:30 p.m., during peak hours for ambient noise. No nighttime construction shall occur.
4. All equipment and materials staging and storage areas shall be limited to the boundaries of the residential property.
5. Tree removal is not planned and shall only occur if demolition cannot otherwise be completed.
6. All equipment shall be properly maintained and any applicable noise controls in place.

e) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and

that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation activities consist of acquiring and demolishing three residential properties and acquiring one vacant lot located in Escambia County, Florida and include debris removal, abandoning well and septic tank, disconnection of all utilities and site restoration.

Land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.

3) The Sub-Recipient should submit a copy of the Warranty Deeds.

The Sub-Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated. This may include, but is not limited to, decommissioning of septic systems and potable water wells as applicable.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure

to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require resubmission to the Division and FEMA for National Environmental Protection Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) The following Best Management Practices (BMPs) shall be used during project work activities:

   a. All state, local, and county ordinances shall be followed.
   b. Disturbance, demolition, and clearing activities shall be limited to the boundaries of the residential property;
   c. Construction activities shall take place between the hours of 7:30 a.m. to 6:30 p.m., during peak hours for ambient noise. No nighttime construction shall occur.
   d. All equipment and material staging areas shall be limited to the boundaries of the residential property.
   e. Tree removal is not planned and shall only occur if demolition cannot otherwise be completed.
   f. All equipment shall be properly maintained and any applicable noise controls in place.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. **Programmatic:**

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

BUDGET

Funding Summary

Federal Share:	$721,487.32	(89.99999975%)
Local Share:	$80,165.26	(10.00000025%)
Total Project Cost	$801,652.58	(100%)

Line Item Budget*

5014 Shoshone Drive Pensacola, Florida	**Project Cost**	**Federal Share 90%**	**Non-Federal Share 10%**
Appraisal	$500.00	$450.00	$50.00
Permits	$418.00	$376.20	$41.80
Property Survey/Recording Fees	$1,754.96	$1,579.46	$175.50
Acquisition of Property	$161,137.20	$145,023.48	$16113.72
Purchase/Settlement/Closing Charges	$3,805.69	$3,425.12	$380.57
Demolition and Debris Removal	$15,000.00	$13,500.00	$1,500.00
Asbestos Survey			
Asbestos Abatement			
Site Grading and Landscaping			
Sub-Recipient Management Costs	$12,724.64	$11,452.18	$1,272.46
Total:	**$195,340.49**	**$175,806.44**	**$19,534.05**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Line Item Budget*

5430 North Shore Road Pensacola, Florida	**Project Cost**	**Federal Share 90%**	**Non-Federal Share 10%**
Appraisal	$500.00	$450.00	$50.00
Permits	$911.96	$820.76	$91.20
Property Survey/Recording Fees	$3,329.00	$2,996.10	$332.90
Acquisition of Property	$386,000.00	$347,400.00	$38,600.00
Purchase/Settlement/Closing Charges	$4,930.00	$4,437.00	$493.00
Demolition and Debris Removal	$38,300.00	$34,470.00	$3,830.00
Asbestos Survey			
Asbestos Abatement			
Site Grading and Landscaping			
Sub-Recipient Management Costs	$12,724.65	$11,452.19	$1,272.46
Total:	**$446,695.61**	**$402,026.05**	**$44,669.56**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Line Item Budget*

7672 Old Hickory Drive 7674 Old Hickory Drive Pensacola, Florida	**Project Cost**	**Federal Share 90%**	**Non-Federal Share 10%**
Appraisal	$500.00	$450.00	$50.00
Permits	$418.00	$376.20	$41.80
Property Survey/Recording Fees	$1,507.86	$1,357.07	$150.79
Acquisition of Property 7672 Old Hickory Drive	$20,520.00	$18,468.00	$2,052.00
Acquisition of Property 7674 Old Hickory Drive	$105,316.80	$94,785.12	$10,531.68
Purchase/Settlement/Closing Charges	$3,629.18	$3,266.26	$362.92
Demolition and Debris Removal	$15,000.00	$13,500.00	$1,500.00
Asbestos Survey			
Asbestos Abatement			
Site Grading and Landscaping			
Sub-Recipient Management Costs	$12,724.64	$11,452.18	$1,272.46
Total:	**$159,616.48**	**$143,654.83**	**$15,961.65**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

SCHEDULE OF WORK:

State/Local Contract Process	6	Months
Appraisal	3	Months
Purchase Offer & Closing	4	Months
Demolition/Contracting/Permitting	5	Months
Final Inspections and Closeout	6	Months
Total:	24	Months

This is FEMA project number FMA-PJ-04-FL-2015-019, Escambia County Acquisition and Demolition Project. The Period of Performance (POP) for this project shall end on ***October 30, 2018.***

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
    a. a public facility that is open on all sides and functionally related to a designed open space;
    b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act Of 1990
(10) American with Disabilities Act

(11)Section 112.061, Florida Statutes
(12)Immigration and Nationality Act
(13)Section 286.011, Florida Statues
(14)E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(15)Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16)Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17)Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18)Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19)42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(20)Section 504 of the Rehabilitation Act of 1973, as amended
(21)Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22)Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23)42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-

recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT NAME: Escambia County

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 17FM-S7-01-27-01-___

FEMA TRACKING #: FMA-PJ-04-FL-2015-019 INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812

SUB-RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Escambia County DISASTER #:

CONTRACT #: 17FM-S7-01-27-01- _ _ _ FEMA TRACKING #: FMA-PJ-04-FL-2015-019

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Escambia County

If you are requesting an advance, indicate same by checking the box below.

[___] **ADVANCE REQUESTED**

Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for the First Three Months of Contract**
For Example **ADMINISTRATIVE COSTS** (Include Secondary Administration)	
For Example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT Escambia County PROJECT #: FMA-PJ-04-FL-2015-019

PROJECT TYPE: Acquisition and Demolition CONTRACT#: 17FM-S7-01-27-01-___

DISASTER NUMBER: _____ QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): $_____

Provide reimbursement projections for this project:

July-Sep 20__ $_____ Oct-Dec 20__ $_____ Jan-Mar 20__ $_____ Apr-June 20__ $_____
July-Sep 20__ $_____ Oct-Dec 20__ $_____ Jan-Mar 20__ $_____ Apr-June 20__ $_____

Percentage of Work Completed (may be confirmed by state inspector's): _____%

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: Monday – Friday 7:00 a.m. until 5:00 p.m.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Escambia County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Escambia County
Sub-recipient's Name

17FM-S7-01-27-01-___
DEM Contract Number

FMA-PJ-04-FL-2015-019
FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2015-019

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $721,487.32

OBLIGATION/ACTION DATE: September 21, 2016

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Flood Mitigation Assistance Grant Program (FMA) project, Escambia County, the Sub-Recipient proposes to acquire four properties located in Escambia County, Florida, 32507.

The scope of work proposes to acquire and demolish three residential properties and acquire one vacant lot. Mitigation activities shall include debris removal, abandoning well and septic tank, disconnection of all utilities and site restoration.

Land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your

annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance **Pt. 200, App. II**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12169 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/25/2017
Issue: State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federally-Funded Subaward and Grant Agreement Regarding the Escambia County Elevation Project - Tim Tolbert, CBO, Building Services Department Director

That the Board take the following action concerning the Federally-Funded Subaward and Grant Agreement regarding the Escambia County Elevation Project:

A. Approve the Federally-Funded Subaward and Grant Agreement between Escambia County and the State of Florida, Division of Emergency Management, regarding the Escambia County Elevation Project, providing Escambia County funding in the amount of $459,764.29, through the Federal Flood Mitigation Assistance Grant Program, Project Number FMA-PJ-04-FL-2015-020, for mitigation of repetitive loss properties in Escambia County; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the mitigation of repetitive losses. The State issues these funds to counties as subgrant recipients to be used for prevention of repetitive loss. Escambia County, as a participant in the National Flood Insurance Program ("NFIP"), was qualified and eligible to receive these grant funds for the locations specified under the Agreement. The grant fund will be administered by a DEM approved third party pursuant to the Agreement.

BUDGETARY IMPACT:

There is no budgetary impact to Escambia County as this DEM Subgrant is federally funded and includes a cost share by each recipient. Any administration fees are also paid from the funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed and approved as to form and legal sufficiency by Bobbie Ellis-Wiggins, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Building Services Department will coordinate with the State of Florida and the approved third party administrator regarding the projects.

Attachments

FMA-PJ-04-FL-2015-020

Agreement Number: 17FM-S7-01-27-01-___

Project Number: FMA-PJ-04-FL-2015-020

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Escambia County
Sub-Recipient's unique entity identifier:	59-6000598
Federal Award Identification Number (FAIN):	EMA-2016-FM-E001
Federal Award Date:	September 21, 2016
Subaward Period of Performance Start and End Date:	09/21/2016–10/30/2018
Amount of Federal Funds Obligated by this Agreement:	$459,764.29
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$459,764.29
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$459,764.29
Federal award project description (see FFATA):	Acquisition and Demolition
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Susan Harris-Council, Project Manager
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.029 – Flood Mitigation Assistance
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

iii. The Division's Grant Manager for this Agreement is:

Ms. Susan Harris-Council, Project Manager
FL Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-414-8419
Email:Susan.Harris-Council@em.myflorida.com

iv. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. Harry T. Gibson, Floodplain Administrator
Escambia County
3363 West Park Place
Pensacola, Florida 32505-5250
Telephone: 850-554-2826
Email: htgibson@myescambia.com

b. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on October 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $459,764.29.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-

Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of

submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is

appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-

Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal

laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703,

Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which

are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: ESCAMBIA COUNTY

By: _____

Name and title: D. B. Underhill, Chairman

Date: _____

FID#: _____

ATTEST: PAM CHILDERS
Clerk Of The Circuit Court
BY: _____
DEPUTY CLERK

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

Approved as to form and legal sufficiency.
By/Title: B. Ellwein ACA
Date: 05/15/17

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: *Federal Emergency Management Agency: Hazard Mitigation Grant*
Catalog of Federal Domestic Assistance Number: *97.029*
Amount of Federal Funding: $459,764.29

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
   - **Elevation of flood prone structures**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-recipient.

Attachment A

Scope of Work and Budget

FMA-PJ-04-FL-2015-020

Homeowner: Fumi Watson
Property Address: 739 Carondelay Drive, Pensacola, Florida 32506

Homeowners: Mark and Gina Konz
Property Address: 5811 Red Cedar Street, Pensacola, Florida 32507

Homeowners: Ann Hamilton
Property Address: 16650 Innerarity Point Road, Pensacola, Florida 32507

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is to elevate three properties located in Escambia County, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) **FMA-PJ-04-FL-2015-020** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the elevation of the above referenced properties to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Escambia County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance (FMA) project, the Sub-Recipient, Escambia County, Florida, shall ensure that the above residences are retrofitted by elevating the structures three feet above the base flood elevation or highest known flood level; whichever is higher, and will comply with any freeboard requirements. The habitable living areas of the original structures will be elevated and the non-habitable areas (if any) will be converted to storage or parking, in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant. The electrical and mechanical equipment outside the structure will also be elevated to three feet above the BFE in accordance with ASCE-24 guidelines.

TASKS & DELIVERABLES:

A. **Tasks**

1) The Sub-Recipient shall allow the Homeowner to select a qualified and licensed Florida contractor to complete the scope of work as approved by the Division and FEMA.

2) The Homeowner shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Homeowner and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects and will provide an executed "Debarment, suspension, Ineligibility, Voluntary Exclusion Form" for each contractor or subcontractor performing services under this Agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

3) The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Local Building Official Building Permit

b) A copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

c) A copy of Elevation Certificate before mitigation, if available.

d) A copy of the Elevation Certificate after mitigation.

e) All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized.

f) Signed notices from the affected property owner in the SFHA that the Sub-Recipient will record a Deed Notice applicable to their property, as described in section (g), below, and that they will maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"*This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless*

of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

4) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the percentage of work completed, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

   The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

   Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

   The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

   a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

   b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services; and

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation activities consist of retrofitting by elevating three residential structures three feet above the Base Flood Elevation or highest known flood level; whichever is higher, and will comply with any freeboard requirements. The habitable living areas of the original structures will be elevated and the non-habitable areas (if any) will be converted to storage or parking, in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering

1) Upon completion of the project, the Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final approval; as applicable.
3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
4) The Sub-Recipient shall submit a copy of Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.
5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D. Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall

require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work must be approved by the Division and FEMA *in advance regardless of the budget implications*.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [2 CFR § 200.308], from the Division and FEMA.

3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

4) The Sub-Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

BUDGET

Funding Summary

Federal Share:	$459,764.29	(90%)
Local Share:	$34,937.25	(10%)
Total Project Cost:**	**$494,701.54**	**(100%)**

Line Item Budget*

739 Carondelay Drive Pensacola, Florida 32506	**Project Cost**	**Federal Share (100%)**
Construction and Elevation Modifications	$131,500.00	$131,500.00
Survey/Elevation Certificate	$500.00	$500.00
Homeowner Displacement Costs	$5,476.64	$5,476.64
Grant Management Fee	$6,873.83	$6,873.83
Total:	**$144,350.47**	**$144,350.47**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Line Item Budget*

5811 Red Cedar Street Pensacola, Florida 32507	**Project Cost**	**Federal Share (90%)**	**Non-Federal Share (10%)**
Construction and Elevation Modifications	$159,900.00	$143,958.93	$15,941.07
Survey/Elevation Certificate	$500.00	$ 450.00	$50.00
Homeowner Displacement Costs	$6,274.40	$5,646.96	$627.44
Grant Management Fee	$8,333.72	$7,500.35	$833.37
Total:	**$175,008.12**	**$157,556.24**	**$17,451.88**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Line Item Budget*

16650 Innerarity Point Road Pensacola, Florida 32507	**Project Cost**	**Federal Share (90%)**	**Non-Federal Share (10%)**
Construction and Elevation Modifications	$160,000.00	$144,048.93	$15,951.07
Survey/Elevation Certificate	$500.00	$450.00	$50.00
Homeowner Displacement Costs	$6,493.28	$5,843.95	$649.33
Grant Management Fee	$8,349.67	$7,514.70	$834.97
Total:	**$175,342.95**	**$157,857.58**	**$17,485.37**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

SCHEDULE OF WORK:

State Contracting	3	Months
County/Homeowner Negotiations	3	Months
Elevation of Structures	2	Months
County Final Inspection	1	Month
State Final Inspection	1	Month
State Closeout Process	1	Months
Total:	**11**	**Months**

This is FEMA project number FMA-PJ-04-FL-2015-020, Escambia County Elevation Project. The Period of Performance (POP) for this project shall end on ***October 30, 2018.***

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
    a. a public facility that is open on all sides and functionally related to a designed open space;
    b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act Of 1990
(10) American with Disabilities Act

(11)Section 112.061, Florida Statutes
(12)Immigration and Nationality Act
(13)Section 286.011, Florida Statues
(14)E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(15)Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16)Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17)Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18)Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19)42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(20)Section 504 of the Rehabilitation Act of 1973, as amended
(21)Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22)Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23)42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-

recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT NAME: Escambia County

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 17FM-S7-01-27-01-_ _ _

FEMA TRACKING #: FMA-PJ-04-FL-2015-020 INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: $_____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812

SUB-RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $_____

APPROVED FOR PAYMENT $_____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Escambia County DISASTER #:

CONTRACT #: 17FM-S7-01-27-01-_ _ _ FEMA TRACKING #: FMA-PJ-04-FL-2015-020

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Escambia County

If you are requesting an advance, indicate same by checking the box below.

[___] **ADVANCE REQUESTED**

Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS **(list applicable line items)**	**20___-20___ Anticipated Expenditures for the First Three Months of Contract**
For Example **ADMINISTRATIVE COSTS** (Include Secondary Administration)	
For Example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT Escambia County PROJECT #: FMA-PJ-04-FL-2015-020

PROJECT TYPE: Elevation CONTRACT#: 17FM-S7-01-27-01-___

DISASTER NUMBER: _____ QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): $_____

Provide reimbursement projections for this project:

July-Sep 20__ $_____ Oct-Dec 20__ $_____ Jan-Mar 20__ $_____ Apr-June 20__ $_____
July-Sep 20__ $_____ Oct-Dec 20__ $_____ Jan-Mar 20__ $_____ Apr-June 20__ $_____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: Monday – Friday 7:00 a.m. until 5:00 p.m.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Escambia County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Escambia County
Sub-recipient's Name

17FM-S7-01-27-01-___
DEM Contract Number

FMA-PJ-04-FL-2015-020
FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2015-020

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $459,764.29

OBLIGATION/ACTION DATE: September 21, 2016

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Homeowner: Fumi Watson
Property Address: 739 Carondelay Drive, Pensacola, Florida 32506

Homeowners: Mark and Gina Konz
Property Address: 5811 Red Cedar Street, Pensacola, Florida 32507

Homeowners: Ann Hamilton
Property Address: 16650 Innerarity Point Road, Pensacola, Florida 32507

Tthe Sub-Recipient, Escambia County, Florida, shall ensure that the above residences are retrofitted by elevating the structures three feet above the base flood elevation or highest known flood level; whichever is higher, and will comply with any freeboard requirements. The habitable living areas of the original structures will be elevated and the non-habitable areas (if any) will be converted to storage or parking, in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant. The electrical and mechanical equipment outside the structure will also be elevated to three feet above the BFE in accordance with ASCE-24 guidelines.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance **Pt. 200, App. II**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12175 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Sponsoring the 4th Annual Celebrating Brownsville Community Festival
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Sponsoring the 4th Annual Celebrating Brownsville Community Festival - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), approving to sponsor the 4th Annual Celebrating Brownsville Community Festival, in the Brownsville Redevelopment Area, with a budget not to exceed $10,000, to be funded through the Brownsville Tax Increment Financing (TIF).

[Funding Source: CRA Brownsville TIF Cost Center 370113]

BACKGROUND:

The purpose of this Celebrating Brownsville Community Festival is to provide free art shows, food, children activities, musical performances, educational workshops and serve as an outreach to the Brownsville and the Greater Pensacola communities. This event draws a wide range of talented artists who provide insights into the contemporary art scene, and demonstrate the true value of Brownsville's cultural diversity. This initiative serves to support the revitalization of Brownsville through the community's engagement in the arts. Our mission as it relates to cultural initiatives is to identify the cultural significance and arts potential of the Brownsville Community Redevelopment Area and incorporate these unique characteristics into projects, programs, and events which encourage reinvestment, promote economic development, and enhance the community. This event will take at the Brownsville Community Resource Center at 3200 West Desoto Drive on Saturday, August 5, 2017 from 11:00 a.m. to 4:00 p.m. A rendering of the site and preliminary budget are attached.

BUDGETARY IMPACT:

Funding for the Festival will be provided through the Brownsville TIF, Fund 151, Cost Center 370113.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration required.

PERSONNEL:

Neighborhood and Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle coordination and organization of this event.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with other outside agencies and community partners, will implement and carry out the duties of the festival event.

Attachments

Rendering of Festival Layout

CB Festival Proposed Budget

V = vendor

BATHROOM

BATHROOM

PARKING LOT

FIRE TRUCK

FOOD

QUENCH BUGGY

HORSES

CHILDREN TABLE

BOUNCE HOUSE

ANIMAL TALES

ART DISPLAY

SEATING

BAND

Category	Item	Description	2017 Cost
	Flyers	Printing - 25,000 Flyers	$700.00
	Posters	Printing - 500 Posters	$445.00
	Palafox Banners (1)	Event	$100.00
	Yard Signs	Printed with event date	$450.00
	Digital Billboards (In Kind)	Lamar Sponsorship	$0.00
	Bill Inserts (In Kind)	Pensacola Energy Sponsorship	$0.00
	Graphic Design	Flyers, Site Banner, Palafox Banner, Poster and Event Brochure	$500.00
Advertising	**(See Above)**		**$2,195.00**
	Performance	Animal Tales	$0.00
	School Supplies	Back to School "Pack the Bags"	$2,000.00
	Bounce Houses (1)	Bounce House	$150.00
	Popcorn	Rentals & Supplies	$200.00
Children's Area	**(See Above)**		**$2,350.00**
	Performance	HeadlineR Band	$700.00
Entertainment	**(See Above)**		**$700.00**
	Free Food	Hot Dogs and Chips to Serve 2,000	$1,500.00
Food	**(See Above)**		**$1,500.00**
	Murals (5)	Printing & Install	$400.00
	Awards/Bows	Art Exhibit	$50.00
	Call to Artist	Artist Invitation	$100.00
	Display Boards	Art Exhibit	$300.00
	Hardware	Hanging Material	$50.00
Murals & Art Exhibit	**(See Above)**		**$900.00**
	Volunteer T-Shirts		$400.00
	Miscellaneous	Operating Supplies	$100.00
	Host Ordinance	Supplies for Volunteer	$100.00
Operational	**(See Above)**		**$600.00**
	Sponsor Banner	Printing	$66.21
	Barricades (In-Kind)	City of Pensacola Sponsorship	$0.00
	Stakes	Booth Marking	$8.00
Site	**(See Above)**		$74.21
		ESTIMATED EXPENDITURES	**$8,319.21**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12178 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3706 Navy Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA),concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for property located at 3706 Navy Boulevard:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Funding and Lien Agreements between Escambia County CRA and Nedal Mohammad, owner of commercial property located at 3706 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, each in the amount of $10,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, and/or Neighborhood Enterprise Division (NED), 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, for restoration of architectural features; and

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

BACKGROUND:

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided as follows;
Nedal Mohammad, Warrington TIF, Fund 151, Cost Center 370114, and/or NED 2013 CDBG, Fund 129, Cost Center 370218, in the amount of $10,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, will handle all implementation tasks.

Attachments

Agreement_NedalMohammad_May2017

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL FAÇADE, LANDSCAPE, AND INFRASTRUCTURE GRANT
PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Nedal Mohammad,** (the "Recipient"), owner of commercial property located at **3706 Navy Boulevard** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Façade, Landscape, and Infrastructure Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Façade, Landscape and Infrastructure Grant Program: The CRA awards to the Recipient a Program Grant in the total amount of **$10,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$10,000,** which shall be comprised of a cash contribution of **$10,000.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless Escambia County and the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, Davis Bacon federal procurement documents, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The

Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of six (6) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Nedal Mohammad
3706 Navy Boulevard
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. Federal Labor Standards/Prevailing Wage: Recipient acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work that may be funded, in whole or part, with federal funds. To the extent that such laws apply, the Recipient shall comply with all applicable federal, state and local laws and regulations pertaining to fair labor standards and payment of prevailing wages (collectively, "Labor Laws"), including but not limited to, the Federal Labor Standards as stated in Exhibit II.

When required to comply with Labor Laws, Recipient shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Recipient; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to County and its designees for inspection and copying during regular business hours.

Recipient shall defend, indemnify and hold harmless the County and its officers, employees, volunteers, agents and representatives from and against any and all present and future claims, arising out of or in any way connected with Recipient's obligation to comply with any Labor Laws, including all claims that may be made by contractors, subcontractors or other third party claimants.

22. Procurement of Goods and Services from Minority and Women-Owned Businesses. In performing this Agreement, Recipient agrees to use diligent efforts to purchase goods and services from qualified contractors, subcontractors and suppliers where at least fifty-one percent of the Partnership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women, whenever such goods and services are comparable in availability, quality and price. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Agreement, Recipient agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

23. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

24. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

26. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

27. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

_____
Nedal Mohammad, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of April 2017 by, Nedal Mohammad, Property Owner. He (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

Notary Seal
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

_____
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/25/17

EXHIBIT I

COMMERCIAL FACADE, LANDSCAPE, AND INFRASTRUCTURE GRANT PROJECT

Property Owner: **Nedal Mohammad**
Property Address: **3706 Navy Boulevard, Pensacola, FL 32507**

The "Project" includes the following improvements to the above referenced property:

Restoration of Architectural Features

Escambia County Community Redevelopment Agency
Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Neighborhood & Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Nedal Mohammad	**3706 Navy Boulevard Pensacola, Florida 32507**	**38-2S-30-1000-003-002**

Total Amount of Lien **$10,000**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Nedal Mohammad

Nedal Mohammad, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of April, 2017 by, Nedal Mohammad, Property Owner. He (____) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

For: **Escambia County**
Board of County Commissioners

By: _____
D. B. Underhill, Chairman

Date Executed: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/25/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Exhibit II
Federal Labor Standards

A. Attention is called to the contractor's guide to *Making Davis Bacon Work, which is* available at the following website: https://www.hudexchange.info/resource/2541/making-davis-bacon-work-contractors-guide-prevailing-wage-requirements/

B. The Davis Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of $2,000 (total construction costs). The most current prevailing wage rates by worker classification will be provided to Recipient. Not less than these established rates must be paid on the project for each classification.

C.. The Contract Work Hours and Safety Standards Act (CWHSSA) establishes requirements for payment of overtime and penalties for violations. The CWHSSA requires time and one-half pay for overtime hours, which are defined as all hours worked in excess of forty (40) hours in any given work week. Penalties for violations may include liquidated damages equal to $10 per day, per violation and payment of restitution for unpaid overtime.

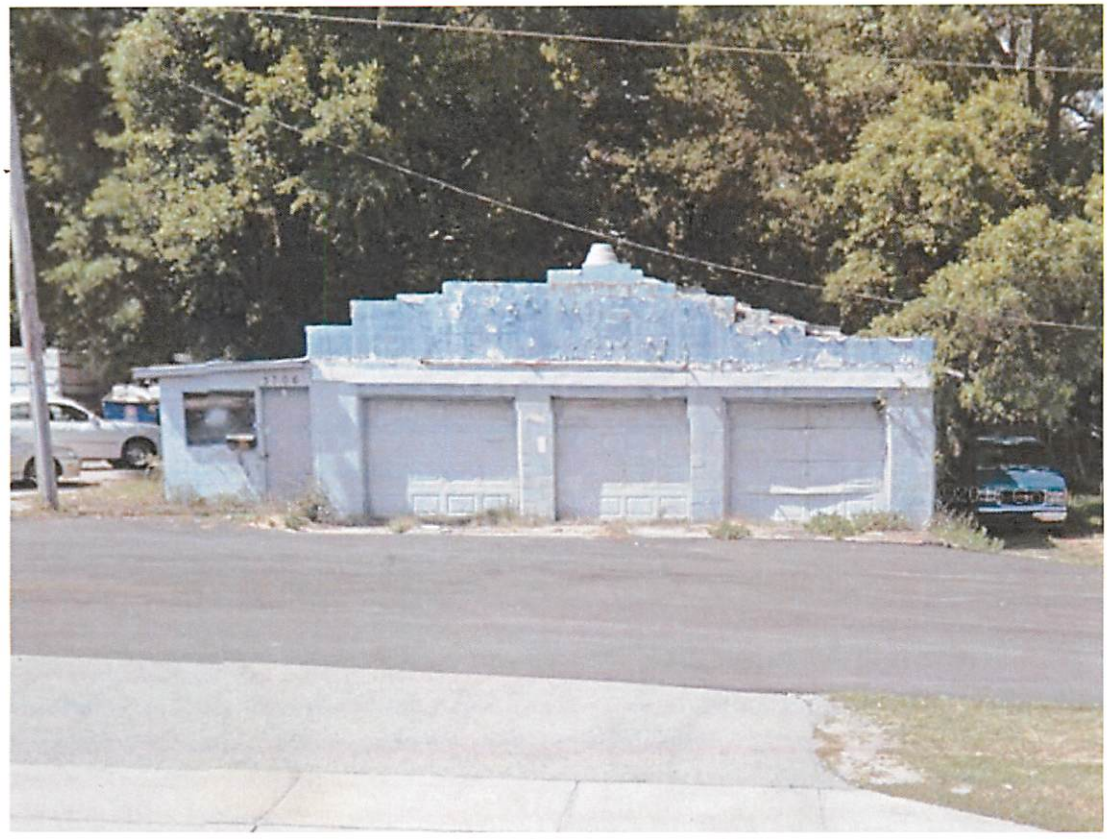
D. The prime Contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. The Contract Administrator shall cause withholding from payments due to the prime contractor or Recipient to ensure that the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within thirty (30) days after notification to the prime contractor.

E. The Copeland (Anti-Kickback) Act establishes laws prohibiting the payment of "kickbacks" to work on federally assisted projects, requires every employer to submit weekly payroll reports, and regulates permissible employee payroll deductions. The Copeland Act also provides a basis for contract termination and criminal prosecution pursuant to 18 U.S.C. 874.

F. The Fair Labor Standards Act (FLSA) includes Federal minimum wage rates, overtime pay, and child labor regulations.

G. No portion of this Agreement shall be construed to prohibit payment to any laborer, workman, or mechanic of more than the stated prevailing or minimum wage rate. It shall be the responsibility of the Recipient/Contractor to maintain an adequate work force whether higher wages are required or not.

H. The Contractor or subcontractor violating these requirements may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation occurred.



Restoration of Architectural Features

3706 Navy Boulevard – Nedal Mohammad

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12177 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Cancellation of Residential Rehab Grant Program Liens
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 13 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Fireside Promenade, LLC,	315 East Palmetto Avenue	$5,638
Joseph M. Baudendistel	516 Syrcle Drive	$5,605
Colin West, Brittany Ortega, and Robert E. West, Jr.	106 Payne Road	$1,250
Robert E. Jr., and Sandra L. West	112 Southeast Kalash Road	$1,250
F.E. Miller and Betty M. Smith	312 Sunset Avenue	$2,050
Mary L. Miller	702 Roxanne Lane	$2,687
Terry J. and Mary E. Teschel	316 Payne Road	$4,450
Terry J. Teschel	314 Payne Road	$2,600
Jack M. Stringfield	638 Lakewood Road	$4,625
Evan L. Jr., and Sheila Feltner	5 Audusson Avenue	$3,475
Paul C. and Sabine M. Barrett	203 Edgewater Drive	$4,345
Mary L. Broughton	839 Lucerne Avenue	$4,210
John K. Little and Mei Hung Chu	205 Aster Street	$3,866

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX_FiresidePromenadeLLC_May2017
LienCx_Baudendistel_May2017
LienCx_WestandOrtega_May2017
LienCx_West_May2017
LienCx_MillerandSmith_May2017
LienCx_Miller_May2017
LienCx_Teschel316_May2017
LienCx_Teschel314_May2017
LienCx_Stringfield_May2017
LienCx_Feltner_May2017
LienCx_Barrett_May2017
LienCx_Broughton_May2017
LienCx_LittleandChu_May2017

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,638** executed by **Fireside Promenade, LLC**, and recorded in Official Record Book **7526** at pages **146-147**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016037076 05/18/2016 at 02:53 PM
OFF REC BK: 7526 PG: 146 - 147 Doc Type: L
RECORDING: $18.50

3/17/2016 CAR II-4A(4)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Fireside Promenade, LLC	**315 East Palmetto Avenue Pensacola, FL 32507**	**50-2S-30-7050-004-008**

Verified By: [signature] Date: 3/17/2016

Total Amount of Lien **$5,638**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Peggy P. Peyton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of January, 2016 by Peggy P. Peyton, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 3/17/2016

BCC Approved: 03-17-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:

Date: 1/29/16



Warrington District

315 E. Palmetto Avenue

Install new windows

Project Total $11,277

Grant Total $5,638



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,605** executed by **Joseph M. Baudendistel**, and recorded in Official Record Book **7493** at pages **1093-1094**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/17/2015 CAL II-8

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Joseph M. Baudendistel	**516 Syrcle Drive** **Pensacola, FL 32507**	**50-2S-30-6090-063-004**

Date: 11/8/2015 Verified By:

Total Amount of Lien **$5,605**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016019403 03/17/2016 at 11:57 AM
OFF REC BK: 7493 PG: 1093 - 1094 Doc Type: L
RECORDING: $18.50

For Recipient:

Joseph M. Baudendistel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of October, 2015 by Joseph M. Baudendistel, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
~~Steven Barry, Chairman~~
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed: 11/17/2015

BCC Approved: 11-17-2015

~~Approved as to form and legal sufficiency.~~

By/Title: _____

Date: 10/13/15

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Warrington District

516 Syrcle Drive

Electrical rewiring

Project Total $11,210

Grant Total $5,605



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,250** executed by **Colin West, Brittany Ortega, and Robert E. West, Jr.**, and recorded in Official Record Book **7520** at pages **1443-1444**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

4/18/2016 CAR II-1A(1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016034191 05/09/2016 at 03:57 PM
OFF REC BK: 7520 PG 1443 - 1444 Doc Type: L
RECORDING $13.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Colin West, **Brittany Ortega, and** **Robert E. West, Jr.**	**106 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-320-016**

Date: 2/22/2016 Verified By: C.L.C.

Total Amount of Lien **$1,250**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Colin West, Property Owner

Brittany Ortega, Property Owner

Robert E. West, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Colin West, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Brittany Ortega, Property Owner. She (__) is personally known to me or (__) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Robert E. West, Jr., Property Owner. He (__) is personally known to me or (__) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 2/18/2016

BCC Approved: 02-18-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/3/15



Warrington District

106 Payne Road

Sanitary sewer connection

Project Total $2,500

Grant Total $1,250



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$1,250** executed by **Robert E., Jr. and Sandra L. West**, and recorded in Official Record Book **7520** at pages **1441-1442**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/18/2016 CAR II-1A(3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016034190 05 09 2016 at 03:57 PM
OFF REC BK. 7520 PG 1441 - 1442 Doc Type L
RECORDING $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Robert E., Jr. and Sandra L. West	**112 Southeast Kalash Road Pensacola, FL 32507**	**50-2S-30-6090-350-017**

Total Amount of Lien **$1,250**

Date: 2/22/2016 Verified By: [signature]

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Robert E. West, Jr., Property Owner

Sandra L. West, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Robert E. West, Jr., Property Owner. He ( ) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Sandra L. West, Property Owner. She ( ) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: _____ Deputy Clerk

Date Executed: 2/18/2016

BCC Approved: 02-18-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:

Date: 12/3/15



Warrington District

112 Southeast Kalash Rd

Sanitary sewer connection

Project Total $2,500

Grant Total $1,250



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,050** executed by **F.E. Miller and Betty M. Smith**, and recorded in Official Record Book **7515** at pages **27-28**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 12/5/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

11/17/2015 CAR-D-8

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
F.E. Miller and Betty M. Smith	**312 Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6090-149-009**

Date: 11/18/2015 Verified By:

Total Amount of Lien **$2,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016031063 04/28/2016 at 01:07 PM
OFF REC BK: 7515 PG: 27 - 28 Doc Type: L
RECORDING: $18.50

For Recipient:

F E Miller
F.E. Miller, Property Owner

Betty M Smith
Betty M. Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of October, 2015 by F.E. Miller, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 6th day of October, 2015 by Betty M. Smith, Property Owner. She (__) is personally known to me or (___) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
~~**Steven Barry, Chairman**~~
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 11/17/2015

BCC Approved: 11-17-2015

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title:
Date: 10/7/15



Warrington District

312 Sunset Avenue

Sanitary sewer connection

Project Total $4,100

Grant Total $2,050



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,687** executed by **Mary L. Miller**, and recorded in Official Record Book **7515** at pages **29-30**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/15/2016 CAR II-1A(2)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Mary L. Miller	**702 Roanne Lane** **Pensacola, FL 32505**	**10-2S-30-1001-008-004**

Total Amount of Lien **$2,687**

Date: 2/22/2016 Verified By: G. Carew

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201603106404/28/2016 at 01 09 PM
OFF REC BK: 7515 PG: 29 - 30 Doc Type: L
RECORDING $18.50

For Recipient:

Mary L. Miller

Mary L. Miller, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2016 by Mary L. Miller, Property Owner. She (__) is personally known to me or (X) has produced FLDL 607-0 as identification.

(Notary Seal) NOTARY PUBLIC STATE OF FLORIDA ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

By: _____
Deputy Clerk

Date Executed: 2/18/2016

BCC Approved: 02-18-2016

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 1/4/16



Palafox District

702 Roanne Lane

Replace roof

Project Total $5,375

Grant Total $2,687



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,450** executed by **Terry J. and Mary E. Teschel**, and recorded in Official Record Book **7526** at pages **148-149**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: KAlwal ACA
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/17/2016 CAR II-4 A(1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016037077 05/18/2016 at 02:53 PM
OFF REC BK: 7526 PG: 148 - 149 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Terry J. and Mary E. Teschel	**316 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-492-023**

Date: 3/31/2016 Verified By: [signature]

Total Amount of Lien **$4,450**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Terry J. Teschel

Terry J. Teschel, Property Owner

Mary E. Teschel

Mary E. Teschel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of January, 2016 by Terry J. Teschel, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 21st day of January, 2016 by Mary E. Teschel, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

Date Executed: 3/17/2016

BCC Approved: 03-17-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: KdWarl ACA
Date: 1/20/16



Warrington District

316 Payne Road

Replace roof

Project Total $8,900

Grant Total $4,450



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$2,600** executed by **Terry J. Teschel**, and recorded in Official Record Book **7526** at pages **142-143**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/17/2016 CDAC II-4 A(2)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016037074 05/18/2016 at 02:53 PM
OFF REC BK: 7526 PG: 142 - 143 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Terry J. Teschel	**314 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-493-023**

Date: 3/21/2016 Verified By: [signature]

Total Amount of Lien **$2,600**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Terry J. Teschel, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of January, 2016 by Terry J. Teschel, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 3/17/2016

BCC Approved: 03-17-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/26/16



Warrington District

314 Payne Road

Replace roof

Project Total $5,200

Grant Total $2,600



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,625** executed by **Jack M. Stringfield**, and recorded in Official Record Book **7526** at pages **144-145**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/12/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/17/2016 CAR II-4 A(3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016037075 05/18/2016 at 02:53 PM
OFF REC BK: 7526 PG: 144 - 145 Doc Type: L
RECORDING: $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Jack M. Stringfield	**638 Lakewood Road** **Pensacola, FL 32507**	**59-2S-30-1000-003-016**

Date: 3/17/2016 Verified By:

Total Amount of Lien **$4,625**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

~~For Recipient:~~

Jack M. Stringfield, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of January, 2016 by Jack M. Stringfield, Property Owner. He (__) is personally known to me or (✓) has produced FL DL S365-432-44-410-0 as identification.

Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: _____
Deputy Clerk

Date Executed: 3/17/2016

BCC Approved: 03-17-2016

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency,

By/Title: _____
Date: 1/29/16



Barrancas District

638 Lakewood Road

Replace roof

Project Total $9,250

Grant Total $4,625



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,475** executed by **Evan L., Jr. and Shelia Feltner**, and recorded in Official Record Book **7507** at pages **1252-1253**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: K Hwa OACA
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/17/2016 CAL II-4A(6)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Evan L., Jr. and Shelia Feltner	**5 Audusson Avenue Pensacola, FL 32507**	**59-2S-30-1000-005-019**

Verified By:

Date: 3/24/2016

Total Amount of Lien **$3,475**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016027048 04/14/2016 at 04:20 PM
OFF REC BK: 7507 PG: 1252 - 1253 Doc Type: L
RECORDING: $18.50

For Recipient(s):

Evan L. Feltner, Jr., Property Owner

Sheila Feltner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of February, 2016 by Evan L. Feltner, Jr., Property Owner. He (__) is personally known to me or (✓) has produced Florida DL as identification.

The foregoing instrument was acknowledged before me this 9th day of February, 2016 by Sheila Feltner, Property Owner. She (__) is personally known to me or (✓) has produced Florida DL as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

_____ Deputy Clerk

Date Executed: 3/17/2016

BCC Approved: 03-17-2016

This instrument prepared by:
Sherry Duffey, MS, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/24/16



Barrancas District

5 Audusson Avenue

Install central heating and air conditioning system

Project Total $6,950

Grant Total $3,475



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,345** executed by **Paul C. and Sabine M. Barrett**, and recorded in Official Record Book **7500** at pages **371-372**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

1/21/2016 Cons II-4 A(3)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Paul C. and Sabine M. Barrett	**203 Edgewater Drive Pensacola, FL 32507**	**37-2S-30-1000-016-001**

Date: 1/13/2016 Verified By: [signature]

Total Amount of Lien **$4,345**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201602301 7 03/31/2016 at 04:32 PM
OFF REC BK: 7500 PG: 371 - 372 Doc Type:
RECORDING: $18.50

For Recipient(s):

Paul C. Barrett, Property Owner

Sabine M. Barrett, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Paul C. Barrett, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 8th day of December, 2015 by Sabine M. Barrett, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 1/21/2016

BCC Approved: 01-21-2016

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/7/15



Warrington District

203 Edgewater Drive

Install new windows

Project Total $8,691

Grant Total $4,345



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,210** executed by **Mary L. Broughton**, and recorded in Official Record Book **7493** at pages **1095-1096**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 4/18/13

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

1/21/2016 CAR II-4 A(2)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Mary L. Broughton	**839 Lucerne Avenue** **Pensacola, FL 32505**	**46-1S-30-1100-002-008**

Total Amount of Lien **$4,210**

Date: 1/27/2016 Verified By: T. Karew

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a tenant without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016019404 03/17/2016 at 11:57 AM
OFF REC BK: 7493 PG: 1095 - 1096 Doc Type: L
RECORDING: $18.50

For Recipient:

Mary L. Broughton

Mary L. Broughton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of December, 2015 by Mary L. Broughton, Property Owner. She (__) is personally known to me or (✓) has produced FLDL B623...559-1 as identification.

Signature of Notary Public

Zakkiyyah Osuigwe

Printed Name of Notary Public

(Notary Seal)

NOTARY PUBLIC STATE OF FLORIDA
ZAKKIYYAH Q. OSUIGWE
MY COMMISSION # FF 054108
EXPIRES: September 15, 2017
Bonded Thru Budget Notary Services

For: **Board of County Commissioners of Escambia County**

By: _____

Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

_____
Deputy Clerk

Date Executed: 1/21/2016

BCC Approved: 01-21-2016

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/3/15



Palafox District

839 Lucerne Avenue

Replace roof

Project Total $8,420

Grant Total $4,210



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,866** executed by **John K. Little and Mei Hung Chu**, and recorded in Official Record Book **7507** at pages **1254-1255**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/18/17

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

1/21/2016 CAL II-4 A(2)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
John K. Little and Mei Hung Chu	**205 Aster Street Pensacola, FL 32507**	**50-2S-30-5012-014-027**

Date: 1/27/2016 Verified By:

Total Amount of Lien **$3,866**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016027049 04/14/2016 at 04:20 PM
OFF REC BK: 7507 PG: 1254 - 1255 Doc Type: L
RECORDING: $18.50

For Recipient(s):

John K. Little

John K. Little, Property Owner

Mei Hung Chu

Mei Hung Chu, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of December, 2015 by John K. Little, Property Owner. He (__) is personally known to me or (__) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of December, 2015 by Mei Hung Chu, Property Owner. She (__) is personally known to me or (__) has produced FL Drivers Lic as identification.

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

Grover C. Robinson, IV, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Deputy Clerk

Date Executed: 1/21/2016

BCC Approved: 01-21-2016

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:

Date: 12/3/15



Barrancas District

205 Aster Street

Install new windows

Project Total $7,732

Grant Total $3,866



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12176 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 13 Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Ronnie Katona, owner of residential property located at 103 Kalash Road, Warrington Redevelopment District, each in the amount of $1,425 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;

2. The Agreements between Escambia County CRA and Mavis Shelby Rosetti, owner of residential property located at 4117 West Belmont Street, Brownsville Redevelopment District, each in the amount of $3,812 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;

3. The Agreements between Escambia County CRA and Jay A. Yedrysek, owner of residential property located at 209 Greve Road, Warrington Redevelopment District, each in the amount of $1,300 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, for sanitary sewer connection;

4. The Agreements between Escambia County CRA and Richard L. Burdess, owner of

residential property located at 116 West Sunset Avenue, Warrington Redevelopment District, each in the amount of $3,276 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

5. The Agreements between Escambia County CRA and Edward G. and Sandra L. Wilson, owners of residential property located at 414 Greve Road, Warrington Redevelopment District, each in the amount of $3,846 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

6. The Agreements between Escambia County CRA and Michael E. Jackson, owner of residential property located at 817 North Green Street, Brownsville Redevelopment District, each in the amount of $2,380 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;

7. The Agreements between Escambia County CRA and James C. and Cheryl I. Tellefson, owners of residential property located at 202 Bryant Road, Warrington Redevelopment District, each in the amount of $4,687 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new central heating and air conditioning system;

8. The Agreements between Escambia County CRA and Richard Devereux, owner of residential property located at 502 Bryant Road, Warrington Redevelopment District, each in the amount of $3,788 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to install new windows;

9. The Agreements between Escambia County CRA and John W. and Kelly A. Gilkerson, owners of residential property located at 121 Gilliland Road, Warrington Redevelopment District, each in the amount of $3,867 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114,for electrical rewiring;

10. The Agreements between Escambia County CRA and Jeffrey K. Higgins, owner of residential property located at 301 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,600 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

11. The Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 211 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,050 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

12. The Agreements between Escambia County CRA and Marjory E. Tandy, owner of residential property located at 16 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $1,887 representing an in-kind match through

the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

13. The Agreements between Escambia County CRA and Kim M. and Randy Conradson, owner of residential property located at 707 Rue Max Street, Barrancas Redevelopment District, each in the amount of $1,825 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, for sanitary sewer connections; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Ronnie Katona, Warrington TIF, Cost Center 370114, in the amount of $ 1,425
2. Mavis Shelby Rosetti, Brownsville TIF, Cost Center 370113, in the amount of $3,812
3. Jay A. Yedrysek, Warrington TIF, Cost Center 370114, in the amount of $1,300
4. Richard L. Burdess, Warrington TIF, Cost Center 370114, in the amount of $3,276
5. Edward G. and Sandra L. Wilson, Warrington TIF, Cost Center 370114, in the amount of $3,846
6. Michael Jackson, Brownsville TIF, Cost Center 370113. in the amount of $2,380
7. James C. and Cheryl I. Tellefson, Warrington TIF, Cost Center 370114, in the amount of $4,687
8. Richard Devereux, Warrington TIF, Cost Center 370114, in the amount of $3,788
9. John W. and Kelly A. Gilkerson, Warrington TIF, Cost Center 370114, in the amount of $3,867
10. Jeffrey K. Higgins, Barrancas TIF, Cost Center 370116, in the amount of $3,600
11. Travelstar Properties, Barrancas TIF, Cost Center 370116, in the amount of $3,050
12. Marjory E. Tandy, Barrancas TIF, Cost Center 370116, in the amount of $1,887
13. Kim M. and Randy Conradson, Barrancas TIF, Cost Center 370116, in the amount of $1,825

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_Katona_May2017
Agreement_Rosetti_May2017
Agreement_Yedrysek_May2017
Agreement_Burdess_May2017
Agreement_Wilson_May2017
Agreement_Jackson_May2017
Agreement_Tellefson_May2017
Agreement_Devereux_May2017
Agreement_Gilkerson_May2017
Agreement_Higgins_May2017
Agreement_TravelstarProperties,LLC_May2017
Agreement_Tandy_May2017
Agreement_Conradson_May2017

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Ronnie Katona,** (the "Recipient"), owner of residential property located at **103 Kalash Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$1,425**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,425**, which shall be comprised of a cash contribution of **$1,425**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th day** of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Ronnie Katona
103 Kalash Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Ronnie Katona
Ronnie Katona, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2017 by Ronnie Katona, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MARCELLE ROGERS
Printed Name of Notary Public

(Notary Seal)
MARCELLE ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.

By/Title: K. Neal Asst
Date: 3/31/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Ronnie Katona**
Property Address: **103 Kalash Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ronnie Katona	**103 Kalash Road** **Pensacola, FL 32507**	**50-2S-30-6090-534-025**

Total Amount of Lien **$1,425**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Ronnie Katona

Ronnie Katona, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of March, 2017 by Ronnie Katona, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017
(Notary Seal)

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/31/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Sanitary sewer connection

103 Kalash Road – Ronnie Katona

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Mavis Shelby Rosetti** (the "Recipient"), owner of residential property located at **4117 West Belmont Street,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,812**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,812**, which shall be comprised of a cash contribution of **$3,812**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Mavis Shelby Rosetti
4117 West Belmont Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Mavis Shelby Rosetti

Mavis Shelby Rosetti, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of March, 2017 by Mavis Shelby Rosetti, Property Owner. She (__) is personally known to me or (✓) has produced FLDL EXP. 2-2-18 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title _____
Date: 3/24/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Mavis Shelby Rosetti**
Property Address: **4117 West Belmont Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Replace roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Mavis Shelby Rosetti	**4117 West Belmont Street Pensacola, FL 32505**	**34-2S-30-0251-000-022**

Total Amount of Lien **$3,812**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Mavis Shelby Rosetti

Mavis Shelby Rosetti, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of March, 2017 by Mavis Shelby Rosetti, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 2-3-18 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry A Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 3/24/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replace roof

4117 West Belmont Street-Mavis Shelby Rosetti

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Jay A. Yedrysek,** (the "Recipient"), owner of residential property located at **209 Greve Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$1,300**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,300**, which shall be comprised of a cash contribution of **$1,300**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th day** of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under *this* Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Jay A. Yedrysek
209 Greve Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Jay A. Yedrysek, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of March, 2017 by Jay A. Yedrysek, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
Expires
December 18, 2017
(Notary Seal)

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/29/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jay A. Yedrysek**
Property Address: **209 Greve Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Jay A. Yedrysek	**209 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-325-016**

Total Amount of Lien **$1,300**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Jay A. Yedrysek, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of March, 2017 by Jay A. Yedrysek, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/15/17



Sanitary sewer connection

209 Greve Road – Jay A. Yedrysek

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Richard L. Burdess,** (the "Recipient"), owner of residential property located at **116 West Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,276**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,276**, which shall be comprised of a cash contribution of **$3,276**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th day** of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Richard L. Burdess
116 West Sunset Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Richard L Burdess
Richard L. Burdess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of April, 2017 by Richard L. Burdess, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017
Notary Seal

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title:
Date: 4/24/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Richard L. Burdess**
Property Address: **116 West Sunset Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Richard L. Burdess	**116 West Sunset Avenue** **Pensacola, FL 32507**	**51-2S-30-7060-011-009**

Total Amount of Lien **$3,276**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Richard L. Burdess

Richard L. Burdess, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of April, 2017 by Richard L. Burdess, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: ACA

Date: 4/27/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Install new windows

116 West Sunset Avenue – Richard L. Burdess

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Edward G. and Sandra L. Wilson,** (the "Recipient(s)"), owner of residential property located at **414 Greve Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,846**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,846**, which shall be comprised of a cash contribution of **$3,846.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:	*Recipient(s):*
Max Rogers, AICP, Development Program Mgr.	Edward G. and Sandra L. Wilson
Neighborhood & Human Services Dept.	414 Greve Road
Community Redevelopment Agency	Pensacola, FL 32507
221 Palafox Place, Ste. 305	
Pensacola, Florida 32502	

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
Edward G. Wilson, Property Owner

_____
Sandra L. Wilson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of April, 2017 by Edward G. Wilson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13th day of April, 2017 by Sandra L. Wilson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/4/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Edward G. and Sandra L. Wilson**
Property Address: **414 Greve Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Edward G. and Sandra L. Wilson	**414 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-603-027**

Total Amount of Lien **$3,846**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Edward G. Wilson, Property Owner

Sandra L. Wilson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of April, 2017 by Edward G. Wilson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13th day of April, 2017 by Sandra L. Wilson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/17/17



Install new windows

414 Greve Road – Edward G. and Sandra L. Wilson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Michael E. Jackson** (the "Recipient"), owner of residential property located at **817 North Green Street,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,380**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,380**, which shall be comprised of a cash contribution of **$2,380**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Michael E. Jackson
817 North Green Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Michael E. Jackson

Michael E. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of April, 2017 by Michael E. Jackson, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Sherry Duffey

Signature of Notary Public

Sherry Duffey

Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/18/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Michael E. Jackson**
Property Address: **817 North Green Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Replace roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Michael E. Jackson	**817 North Green Street** **Pensacola, FL 32505**	**34-2S-30-0860-005-001**

Total Amount of Lien **$2,380**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Michael E. Jackson

Michael E. Jackson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of April, 2017 by Michael E. Jackson, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Sherry Duffey

Signature of Notary Public

Sherry Duffey

Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/18/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replace roof

817 North Green Street-Michael E. Jackson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **James C. and Cheryl I. Tellefson,** (the "Recipient(s)"), owner of residential property located at **202 Bryant Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$4,687**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$4,687**, which shall be comprised of a cash contribution of **$4,687.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Mgr.
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
James C. and Cheryl I. Tellefson
202 Bryant Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/13/17

By: _____

D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
James C. Tellefson, Property Owner

Cheryl I. Tellefson
Cheryl I. Tellefson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of April, 2017 by James C. Tellefson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 20th day of April, 2017 by Cheryl I. Tellefson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **James C. and Cheryl I. Tellefson**
Property Address: **202 Bryant Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new central heating and air conditioning system.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
James C. and Cheryl I. Tellefson	**202 Bryant Road Pensacola, FL 32507**	**50-2S-30-6090-232-012**

Total Amount of Lien **$4,687**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

James C. Tellefson, Property Owner

Cheryl I. Tellefson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of April, 2017 by James C. Tellefson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 20th day of April, 2017 by Cheryl I. Tellefson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/13/17



Install new central heating and air conditioning

202 Bryant Road – James C. and Cheryl I. Tellefson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Richard Devereux,** (the "Recipient"), owner of residential property located at **502 Greve Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,788**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,788**, which shall be comprised of a cash contribution of **$3,788**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th day** of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Richard Devereux
502 Greve Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Richard Devereux, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2017 by Richard Devereux, Property Owner. He (__) is personally known to me or (X) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/18/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Richard Devereux**
Property Address: **502 Greve Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Install new windows.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Richard Devereux	**502 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-612-028**

Total Amount of Lien **$3,788**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Richard Devereux, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of April, 2017 by Richard Devereux, Property Owner. He (__) is personally known to me or (~) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/18/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Install new windows

502 Greve Road – Richard Devereux

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **John W. and Kelly A. Gilkerson,** (the "Recipient(s)"), owner of residential property located at **121 Gilliland Road ,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,867**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,867**, which shall be comprised of a cash contribution of **$3,867.**

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Mgr.
Neighborhood & Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
John W. and Kelly A. Gilkerson
121 Gilliland Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

_____
John W. Gilkerson, Property Owner

_____
Kelly A. Gilkerson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of April, 2017 by John W. Gilkerson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 26th day of April, 2017 by Kelly A. Gilkerson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017
(Notary Seal)

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/25/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **John W. and Kelly A. Gilkerson**
Property Address: **121 Gilliland Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Electrical rewiring.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
John W. and Kelly A. Gilkerson	**121 Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-524-024**

Total Amount of Lien **$3,867**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

John W. Gilkerson, Property Owner

Kelly A. Gilkerson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of April, 2017 by John W. Gilkerson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 26th day of April, 2017 by Kelly A. Gilkerson, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Approved as to form and legal sufficiency.
By/Title: ACA
Date: 4/25/17

BEFORE



Electrical rewiring

121 SE Gilliland Road-John W. and Kelly A. Gilkerson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Jeffrey K. Higgins** (the "Recipient"), owner of residential property located at **301 Lakewood Road,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,600**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,600**, which shall be comprised of a cash contribution of **$3,600**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Jeffrey K. Higgins
301 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: _____

For Recipient(s):

Jeffrey K. Higgins
Jeffrey K. Higgins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of April, 2017 by Jeffrey K. Higgins, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 2-28-21 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Jeffrey K. Higgins**
Property Address: **301 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Jeffrey K. Higgins	**301 Lakewood Road** **Pensacola, FL 32507**	**59-2S-30-1000-010-002**

Total Amount of Lien **$3,600**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Jeffry K Higgins
Jeffrey K. Higgins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of April, 2017 by Jeffrey K. Higgins, Property Owner. He (__) is personally known to me or (✓) has produced FLDL Exp. 2-28-21 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/24/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replace roof

301 Lakewood Road-Jeffrey K. Higgins

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Marjory E. Tandy** (the "Recipient"), owner of residential property located at **16 Ruberia Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,887**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,887**, which shall be comprised of a cash contribution of **$1,887**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Marjory E. Tandy
16 Ruberia Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Marjory E. Tandy
Marjory E. Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of April, 2017 by Marjory E. Tandy, Property Owner. She (__) is personally known to me or (✓) has produced FL DL T530-545-64-561-2 EXP. 2-2018 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.
By/Title: [illegible] ACA
Date: 4/25/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Marjory E. Tandy**
Property Address: **16 Ruberia Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replace roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Marjory E. Tandy	**16 Ruberia Avenue** **Pensacola, FL 32507**	**59-2S-30-1000-051-012**

Total Amount of Lien **$1,887**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Marjory E. Tandy

Marjory E. Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of April, 2017 by Marjory E. Tandy, Property Owner. She (__) is personally known to me or (✓) has produced FL DL T530-545-64-561-2 Exp. 2018 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/25/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE



Replace roof

16 Ruberia Avenue-Marjory E. Tandy

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Kim M. and Randy Conradson** (the "Recipient's"), owners of residential property located at **707 Rue Max Street,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$1,825**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,825**, which shall be comprised of a cash contribution of **$1,825**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey, Development Program Manager
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient(s):
Kim M. and Randy Conradson
707 Rue Max Street
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient(s):

Kim Marie Wilson Conradson

Kim Marie Wilson Conradson, Property Owner

Randy Conradson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of April, 2017 by Kim Marie Wilson Conradson, Property Owner. She (__) is personally known to me or (✓) has produced Drivers License as identification.

The foregoing instrument was acknowledged before me this 27 day of April, 2017 by Randy Conradson, Property Owner. He (__) is personally known to me or (✓) has produced FL DL as identification.

Megane Findeisen
Signature of Notary Public

Megan E. Findeisen
Printed Name of Notary Public

(Notary Seal)

MEGAN E FINDEISEN
My Commission Expires
July 14, 2020

State of Florida, County of Escambia
Subscribed and sworn to (or affirmed) before me this 22 day of April, 2017
By Kim Marie Wilson Conradson
Personally known __ OR produced identification ✓
Type of identification produced Drivers License
Angela Cragg
(Signature of Notary Public)
Angela Cragg
(Printed Commissioned Name of Notary Public)

ANGELA GRAGG
Notary Public - State of Florida
My Comm. Expires Nov 6, 2017
Commission # FF 068732

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/20/17

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Kim M. and Randy Conradson**
Property Address: **707 Rue Max Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Kim M. Conradson and Randy Conradson	**707 Rue Max Street Pensacola, FL 32507**	**50-2S-30-5012-070-025**

Total Amount of Lien **$1,825**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Kim Marie Wilson Conradson, Property Owner

Randy Conradson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of April, 2017 by Kim Marie Wilson Conradson, Property Owner. She (__) is personally known to me or (✓) has produced Drivers License as identification.

The foregoing instrument was acknowledged before me this 27 day of April, 2017 by Randy Conradson, Property Owner. He (__) is personally known to me or (✓) has produced FL DL as identification.

ANGELA GRAGG
Notary Public - State of Florida
My Comm. Expires Nov 6, 2017
Commission # FF 068732
(Notary Seal)

State of Florida, County of Escambia
Subscribed and sworn to (or affirmed) before me
this 22 day of April, 2017
By Kim Marie Wilson Conradson
Personally known __ OR produced identification ✓
Type of identification produced Drivers License
(Signature of Notary Public)
Angela Gragg
(Printed Commissioned Name of Notary Public)

Megan E Findeisen
Signature of Notary Public

Megan E. Findeisen
Printed Name of Notary Public

STATE OF ALABAMA NOTARY PUBLIC
MEGAN E FINDEISEN
My Commission Expires
July 14, 2020

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/20/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary Sewer Connection

707 Rue Max Street - Kim M. and Randy Conradson

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12179 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Commercial Sign Grant Program Funding Agreement
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement - Tonya Gant, Neighborhood and Human Services Department Director

That the Board ratify the following May 25, 2017, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 3706 Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Nedal Mohammad, owner of commercial property located at 3706 Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, in the amount of $1,756, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, and/or Neighborhood Enterprise Division (NED) 2013 Community Development Block Grant (CDBG), Fund 129, Cost Center 370218, to install a new sign; and

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

BACKGROUND:

On May 25, 2017 a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Nedal Mohammad. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, and/or NED 2013 CDBG, Fund 129, Cost Center 370218.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner(s), handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_NedalMohammad_May2017

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **25th** day of **May 2017,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Nedal Mohammad,** (the "Recipient"), owner of commercial property located at **3706 Navy Boulevard,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Commercial Sign Grant Program** (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. Commercial Sign Grant Program: The CRA awards to the Recipient a Program Grant in the maximum amount of **$1,756**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,756,** which shall be comprised of a cash contribution of **$1,756.**

4. Project: The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **25th** day of **May 2017**, and the Project shall be complete on or before the **25th** day of **August 2017,** (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.

11. Property Owner as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32502

Recipient:
Nedal Mohammad
3706 Navy Boulevard
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Escambia County
Board of County Commissioners

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

_____
Nedal Mohammad, Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of April 2017 by Nedal Mohammad, Owner. He (__) is personally known to me or (_) has produced ___ FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

(Notary Seal)

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/25/17

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner: **Nedal Mohammad**
Property Address: **3706 Navy Boulevard, Pensacola, FL 32502**

The "Project" includes the following improvements to the above referenced property:

Install new sign.

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Install New Sign

3706 Navy Boulevard – Nedal Mohammad

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12263 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Amendment #2 to State Housing Initiatives Partnership Program Interlocal Agreement with the Town of Century
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #2 to the State Housing Initiatives Partnership Program Interlocal Agreement with the Town of Century - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #2 to the State Housing Initiatives Partnership (SHIP) Program Interlocal Agreement with the Town of Century:

A. Approve Amendment #2 to the Interlocal Agreement for SHIP Housing Repair Assistance Project with the Town of Century to permit non-disaster applicants to apply for SHIP funds to support housing repair activities within the Town of Century; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment and all Project-related documents as required to implement the Project.

[Funding: Fund 120/2015, 2016 SHIP, or 2017 SHIP, Cost Centers 370201, 370202, or 370204]

BACKGROUND:

An Interlocal with the Town of Century (Town) for $60,000 was approved December 10, 2015 (Exhibit I) to assist the Town with matching repair funds needed under their Residential Construction Mitigation Program (RCMP), Small Cities Community Development Block Grant Program, and/or historic preservation repair program grant funding secured by the Town.

Due to the February 2016 tornado, Amendment #1 to the Agreement was approved by the Board on May 5, 2016 (Exhibit II) to provide additional funding specifically for tornado victims within the Town for a contract total of $260,000. To date, $174,761 has been expended or is currently encumbered for 10 applicants. Amendment #1 restricted assistance to those impacted by the February 2016 tornado. Amendment #2 (Exhibit III)

will allow non-tornado applicants to make application now that the deadline for tornado assistance has passed and will provide for the Town to expend the balance of funds. This Amendment also updates the income guidelines. There is no change to the funding allocation or contract time.

BUDGETARY IMPACT:

The funding required for this Agreement and the Amendments is budgeted in Fund 120/2015, 2016, or 2017 SHIP, Cost Centers 370201, 370202, and 370204.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Amendment was reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

The Amendment to the Interlocal Agreement will be managed by Town of Century staff with County Neighborhood Enterprise Division staff providing the construction oversight/management for the disaster projects.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements and their amendments with other local governments must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The SHIP project will be coordinated through the Neighborhood Enterprise Division (NED) jointly with the Town of Century for income eligible homeowners.

Attachments

Ex I-BCC Approval Interlocal
Ex II-BCC Approval Amendment #1
Ex III-SHIP Century Amendment #2

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

13. Taking the following action concerning the State Housing Initiatives Partnership (SHIP) Program Interlocal Agreement with the Town of Century (Funding: Fund 120/2015 and 2016 SHIP, Cost Centers 370201 and 370202):

A. Approving the Interlocal Agreement for SHIP Housing Repair Assistance Project with the Town of Century to provide $60,000 in SHIP funds to support housing repair activities within the Town of Century; and

B. Authorizing the Chairman or Vice Chairman to execute the Interlocal Agreement and all Project-related documents as required to implement the Project.

14. Taking the following action concerning the Community Development Block Grant (CDBG)-funded Neighborhood Renewal Initiative Mini-Grant Agreements (Funding: Fund 129/2010 and 2011 CDBG, Cost Centers 370214 and 370216):

A. Approving the *Neighborhood Renewal Initiative Mini-Grant Agreement* between Escambia County and the Ebonwood/Oakcrest/Gary Circle Homeowner's Association, Inc., awarding a Neighborhood Renewal Initiative Grant, in the amount of $500, for the Ebonwood Community Center Upgrade Project, located in the Englewood Community Redevelopment Area;

B. Approving the *Neighborhood Renewal Initiative Mini-Grant Agreement* between Escambia County and the Community Improvement Association, Incorporated, awarding a Neighborhood Renewal Initiative Grant, in the amount of $400, for the Montclair Neighborhood Watch Signs Project, located in the Palafox Community Redevelopment Area; and

C. Authorizing the Chairman or Vice Chairman to execute the Agreements and all related documents as required to implement the Projects.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-46. Approval of Various Consent Agenda Items – Continued

12. Taking the following action concerning Amendment #1 to the State Housing Initiatives Partnership (SHIP) Program Interlocal Agreement with the Town of Century (Funding: Fund 120/2015 and 2016 SHIP, Cost Centers 370201 and 370202):

A. Approving Amendment #1 to the Interlocal Agreement for SHIP Housing Repair Assistance Project with the Town of Century, to provide $260,000 in SHIP funds to support housing repair activities within the Town of Century; and

B. Authorizing the Chairman or Vice Chairman to execute the Amendment and all Project-related documents as required to implement the Project.

13. Taking the following action concerning acceptance of the donation of three drainage easements for Crescent Lake Outfall improvements (Funding: funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office):

A. Accepting the donation of three drainage easements, located in Crescent Lake Subdivision, for the Crescent Lake Outfall Improvement Project;

Property Owner	Parcel Reference Number	Acreage
Crescent Lake Preservation Association	44-1S-30-3001-012-001	0.03
John T. Davis	44-1S-30-1000-013-022	0.05
Robert C. and Linda L. Yearty	44-1S-30-1000-012-022	0.07

B. Authorizing 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;

(Continued on Page 47)

AMENDMENT #2
INTERLOCAL AGREEMENT FOR SHIP HOUSING REPAIR ASSISTANCE PROJECT
(Town of Century)

THIS AMENDMENT is made and entered into this **25th** day of **May, 2017**, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida (“County"), whose mailing address is P.O. Box 1591, Pensacola, Florida 32597; and the **TOWN OF CENTURY,** a municipality chartered in the State of Florida ("Century”), whose address is 7995 North Century Boulevard, Century, Florida.

WITNESSETH:

WHEREAS, on or about December 10, 2015, the parties previously entered into an Interlocal Agreement for the purpose of assisting qualified applicants for the SHIP Housing Repair Assistance Project (hereinafter referred to as "the Project") through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program (hereinafter referred to as "SHIP Program" or "the Program"); and

WHEREAS, on or about May 5, 2016, the parties entered into Amendment #1 to the Agreement to extend the term and increase the funding provided under the Agreement as provided herein to provide funding for tornado recovery; and

WHEREAS, no further applications are being accepted for SHIP tornado repair assistance, but funding is still available for non-tornado repair needs; and

WHEREAS, the County and Century now wish to amend the Agreement to allow repair assistance to be provided for non-tornado impacted applicants.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Century hereby agree to amend the Interlocal Agreement for the SHIP Housing Repair Assistance Program dated December 10, 2015, as previously amended, as follows:

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

SECTION 2. EXHIBIT I of the Interlocal Agreement is replaced in its entirety with the attached **REVISED EXHIBIT I**.

SECTION 3. All other provisions of the Interlocal Agreement, as previously amended, that are 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 Interlocal 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

By: _____
Deputy Clerk

BCC Approved: May 25, 2017

Escambia County Legal Department Approval:

(S E A L)

This document approved as to form
and legal sufficiency.
By _____
Title ALA
Date 5/17/17

TOWN OF CENTURY, a municipality chartered in the State of Florida, by its TOWN COUNCIL

ATTEST:

By: _____
Henry Hawkins, Mayor

_____

(SEAL)

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE SHIP HOUSING REPAIR ASSISTANCE PROJECT

NAME OF SPONSOR: TOWN OF CENTURY
AGENT: NICKLES CONSULTING GROUP

1. PURPOSE

The purpose of this Agreement is to provide limited housing repair/replacement assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. County shall annually provide updated income eligibility guidelines for use by Century in carrying out the requirements of this Agreement. Century shall be responsible for ensuring documentation of the eligibility of each applicant, and will receive assistance from the County contract manager to determine eligibility upon request.

2. SCOPE OF SERVICES

Century and/or its designated Contractor Coordinator/Agent shall provide affordable housing client eligibility intake, contracting for repairs/construction services under terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make certain funds available to support the repair or replacement of existing owner occupied substandard housing units targeting Very Low and Low Income families. Such funds are allocated from **Escambia/ Pensacola SHIP Program** funds in the amount of **$260,000** (2015, 2016, or 2017~~6~~ SHIP).

SHIP Program housing repair/replacement funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed **$30,000** per home, unless Century is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Local Housing Assistance Plan (LHAP). Century shall be responsible for fully documenting to the County the eligibility of such clients and assuring that SHIP Program funds provided to Century are expended solely for eligible activities, including disaster funding eligibility.

Additional funding of up to $15,000 per home (not included in the total funding above) may be requested in writing under the Disaster/Mitigation Assistance strategy as outlined in the SHIP Program Local Housing Assistance Plan (LHAP) and provided with written approval by the County Contract Manager. Funding for this strategy is limited.

3. OBJECTIVES

Century shall cause the limited repair of at least eight (8) single family homes ~~or manufactured homes~~, owned and occupied by "Very Low" or "Low Income" families within Escambia County during the term of this Agreement. Century shall attempt to target assistance to at least five (5) families meeting the Special Needs set-aside criteria as defined in F.S. 420.0004. As outlined in the LHAP and at the time of receipt of 2016 SHIP funds, priority may be given to Special Needs applicants. All other applicants will be assisted on a first qualified, first served basis. Century or its Contract Coordinator/Agent must document the Special Needs requirement as outlined in SB 1852/FS 420.0004 before priority for assistance may be approved. ~~As of the date of this amendment, only applications for disaster recovery may be accepted under the SHIP program.~~

Components repaired within the homes shall meet minimum standards required by applicable provisions of the Florida Building Code, applicable health or safety standards, or other comparable standards promulgated for use in housing repair, rehabilitation and/or replacement housing initiatives. All assistance shall be provided so as to be affordable to eligible Project clients.

Under the SHIP disaster funding, owner occupied manufactured housing may be considered for assistance if the manufactured home owner occupant also owns the property on which the structure is located. Per F.S. 420.9071, manufactured housing must be constructed after June 1994 to be eligible for the SHIP Program and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles.

4. SERVICES

This Agreement presumes that Project activities will proceed generally in accordance with Century's established procedures and policies which govern ongoing housing repair or replacement programs, with minimal overlay of SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37. Century shall perform or cooperate in performance of the following services as required to implement the Agreement.

A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries (including special needs set asides), Project activity costs, utilization of SHIP Project funds and, if utilized in conjunction with this Project, non-SHIP Program funds on a per unit (home) basis. Additional forms and documents required to verify property eligibility under the disaster funding and to avoid duplication of benefits will be provided by the County Contract Manager.

B. Provide services associated with housing rehabilitation client intake, eligibility processing, intake, eligibility processing, development of construction specifications, selection of construction vendors, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of eight (8) repaired units within the term of this Agreement at a SHIP Program cost of not more than **$30,000** per unit (including service delivery costs), unless Century is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Local Housing Assistance Plan.

C. Documentation of client eligibility is mandatory under this Agreement. Failure to properly document eligibility will result in denial of Century's payment request. Documentation shall include proper verification of income eligibility and evidence of a participant's basic need for the assistance, and all other eligibility information required under state law.

5. CENTURY INFORMATION

Town of Century
7995 North Century Boulevard
Century, Florida 32535

CONTACT: ~~Freddie McCall~~ Henry Hawkins
TITLE: Mayor
Phone: (850) 256-3208
Fax: (850) 256-0318

6. QUARTERLY REPORTS

A. Century shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.

B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein, unless an alternate form is mutually approved by the County and Century.

C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

7. PAYMENT SCHEDULE AND PROCEDURE

A. APPLICANT/PROJECT ELIGIBILITY: All applicants (clients) for financial assistance under this Agreement shall file an Application with the Town of Century or its designated Contract Coordinator/Agent in accordance with regulations governing the SHIP Housing Repair Assistance Project and other associated programs, through which Century may dually fund housing repairs or replacements in relation to this Agreement, as applicable on a case-by-case basis. Initial waiting list for disaster related repairs will be documented through a voice mail line established by the County. All applicants for assistance shall be initially determined eligible under the SHIP Housing Repair Assistance Project and other associated programs, as applicable, to be eligible to participate in activities provided for under this Agreement. Century and its designated Contract Coordinator/Agent shall process all applicants in accordance with established application and income verification procedures, including disaster funding verification. When a request has reached the point of approval, Century shall provide the application information ~~and contractor's bid~~ to the County and request a commitment of SHIP Program funds for that applicant ("client"). Upon receipt of the County's commitment, Century may then formally approve and obligate the SHIP funds, along with any other funds available to Century, that are required to complete rehabilitation of the subject dwelling (if any).

B. PROJECT CONSTRUCTION MANAGEMENT: In all cases, Century, the County, and/or the applicant, shall contract with a licensed residential contractor to complete the actual

rehabilitation or replacement housing work. Century or the County shall establish and follow a bid/solicitation process, or an acceptable alternate contractor selection and award process, that provides open and equal opportunities for qualified contractors interested in completing construction work in relation to this Agreement. Contractors paid directly under this Agreement must meet all County Licensing, Purchasing and Liability requirements. Construction jobs over $25,000 will require a 100% Performance and Payment Bond to be paid and recorded by the Contractor. As the work progresses, the contractor may request, via Century, payment under the terms of the contract between Century/County and the contractor. Not more than one payment (at final completion) per unit shall be issued by the County in support of the Project at or below $15,000, unless there are extenuating circumstances that are approved in advance by the County Contract Manager. The County will make up to TWO reimbursements to the Contractor for contracts over $15,000. One initial payment not to exceed 40% of the project bid can be released at 50% completion of the project with copies of progress inspections, Contractor invoice, and Building Inspections completed to date. The final reimbursement can be released at Project Completion with Final Contractor Bill, Century/County's inspection verifying completion, signoff and acceptance by the client, RRP checklist for pre-1978 homes, and copies of final inspections by Building Inspections. Century or the County and its designated Contract Coordinator/Agent shall process and verify the accuracy of the payment request and inspect the completed work prior to approving and forwarding the request for payment to the County. Century/County shall request an amount equal to the County's share of the total payment requested by the Contractor (or 100% of the eligible costs, if there are no other funds committed to the unit). Following County review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment for the completed construction work. Checks shall be made payable to the approved Contractor and the Clerk of the Circuit Court/Finance Division shall mail the County warrant (check) directly to the Century or Contractor and any parties who performed eligible work or services in relation to the repair or replacement of the housing unit.

C. As a pre-condition to payment by the County hereunder, for each housing unit Century, or its agent, shall make a request for a SHIP fund commitment by presenting to the County Contract Manager all supportive documentation, including a complete, executed and approved application form executed by authorized representative(s) of Century and by the client requesting SHIP assistance (including income verification documentation); the location of the housing unit to be repaired; and a copy of the contractor's bid for completion of the construction work, if bid by Century. The County Contract Manager shall review the documentation and within (10) days of receipt of the documentation, shall provide a written commitment of SHIP funds.

D. ASSOCIATED PROJECT COSTS & FEES.

1. Title Work and/or Surveys may be required before an application can be approved for assistance. If necessary, Century/Century's agent will contact County Contract Manager to request this work under open County purchase orders. The costs of such title work and surveys WILL count toward the total cost per unit.
2. Recording Fees: The County will directly pay the Clerk of Court for recording fees related to recording of a SHIP notice of commencement, lien, mortgage and/or

modifications. Funds will come from County SHIP administrative funds and will NOT count toward the total cost per unit.

3. Project Management Fee: The County will directly pay to Century's agent an amount not to exceed $500 per completed DISASTER project at Project Completion for applicant/project eligibility (pre-screening, application, income verifications, etc) processing. Project Management fee will come from County's SHIP administrative budget. No project management funds are being provided for non-disaster projects encumbered before the date of this amendment.
4. Temporary Relocation and Moving Assistance: If Temporary Relocation and Moving assistance is requested, it will count toward the total cost per unit.
5. Construction Management Fee: No construction management fees are included in this Agreement <u>for disaster projects</u>. For disaster projects, the County will provide inspections, work specifications, meet with contractors on site, etc. <u>For non-disaster recovery projects, the Town/County will secure a qualified firm or individual to provide inspections, work specifications, and meet with contractors, for a fee not to exceed $1000 per unit. The fee will count toward the total unit cost.</u>

8. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted Century. Additionally, the County will monitor the Project at three (3), six (6) and nine (9) month intervals. Century shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.

B. The County shall review and evaluate Century's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

9. PROJECT REQUIREMENTS

CENTURY shall comply with the terms and conditions specified in this Agreement. All project requirements must conform to the COUNTY's current LHAP and any amendments thereto and applicable provisions of the Florida Statutes. In addition,

A. CENUTRY agrees to assist the COUNTY in meeting the overall SHIP program requirements;
B. CENTURY shall follow HUD Section 8 Income Guidelines, and any changes in these guidelines made by the federal Department of Housing & Urban Development and approved for use by the FHFC to determine the income eligibility of applicants;
C. CENTURY shall not exceed the maximum award per-unit subsidy to eligible applicants as identified in the **SCOPE OF SERVICES, EXHIBIT I, SECTION 2**;
D. SHIP funds shall only be used to fund the rehabilitation of eligible housing that is found to be feasible for repairs; and
E. All home owners shall be qualified as eligible at the time of assistance.

F. Per FHFC direction, all disaster funding must be encumbered by December 31, 2016. Century will work with County to accomplish this encumbrance deadline. Encumbered is as defined as "committed by contract, or purchase order, letter of commitment, or award in a manner that obligates the county…to expend the amount upon delivery of goods, the rendering of services, or the conveyance of real property by a vendor, supplier, contractor or owner." (FAC 67-37.002)

~~2016 INCOME GUIDELINES~~
~~(SHIP Effective Date: March 28, 2016)~~

~~# PERSONS IN FAMILY~~	~~EXTREMELY LOW INCOME (30% OF MEDIAN)~~	~~VERY LOW INCOME (50% OF MEDIAN)~~	~~LOW INCOME (80% OF MEDIAN)~~
~~1~~	~~$12,550~~	~~$20,900~~	~~$33,400~~
~~2~~	~~16,020~~	~~23,850~~	~~38,200~~
~~3~~	~~20,160~~	~~26,850~~	~~42,950~~
~~4~~	~~24,300~~	~~29,800~~	~~47,700~~
~~5~~	~~28,440~~	~~32,200~~	~~51,550~~
~~6~~	~~32,580~~	~~34,600~~	~~55,350~~
~~7~~	~~36,730~~	~~37,000~~	~~59,150~~
~~8~~	~~39,350*~~	~~39,350~~	~~63,000~~

2017 INCOME GUIDELINES
(SHIP Effective Date: April 14, 2017)

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	$13,050	$21,700	$34,750
2	16,240	24,800	39,700
3	20,420	27,900	44,650
4	24,600	31,000	53,600
5	28,780	33,500	57,550

6	32,960	36,00	61,550
7	37,140	38,450	65,500
8	40,950*	40,950	69,440

**For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12256 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Establishment of Rental Fees for the Brownsville Community Resource Center
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Establishment of Rental Fees for the Brownsville Community Resource Center - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve the rental fee schedule for the Brownsville Community Resource Center as follows:

- Auditorium – $1,000 (8 hours); $500 (4 hours or less)
- Conference Rooms – $60 (3-hour minimum)
- Kitchen – $300 (flat rate with Auditorium or Conference Room rental)

[Funds derived from rental fees will be deposited into Escambia County Restricted Fund (101), Revenue Account (362008) and will be utilized for County-run programming and other community center uses. Funds will be expended from Fund (101), Cost Center (370105), Community Center Rentals]

BACKGROUND:

Brownsville Community Resource Center has an overall purpose to serve as a valuable resource for the community. The facility will be utilized as a multi-use center, to provide access to various County programs, as well as offering services through community partnering.

Each rental request will be evaluated on a case-by-case basis; with reference to type and value provided to the overall citizenry, with rental fees utilized to offset costs associated with County-run programming, and other community center uses, as necessary.

BUDGETARY IMPACT:

Funds derived from rental fees to be deposited into Escambia County Restricted Fund (101); Revenue Account (362008); and utilized for County-run programming and other community center uses. Funds will be expended from Fund (101); Cost Center (370105) Community Center Rentals.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Department of Neighborhood & Human Services staff will be responsible for the management of reservations, and the collection and deposit of rental fees collected, to the Clerk of Circuit Court.

POLICY/REQUIREMENT FOR BOARD ACTION:

Establishment of rental fees, in accordance with direction from the Escambia County Board of County Commissioners, in the Committee of the Whole meeting held April 25, 2017.

IMPLEMENTATION/COORDINATION:

Department of Neighborhood & Human Services staff will be responsible for implementation and coordination of activities within the Brownsville Community Resource Center.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12190 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: SBA#129 - Supervisor of Elections Riembursement from the Town of Century
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #129 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #129, General Fund (001), in the amount of $2,618, to recognize a reimbursement from the Town of Century for the 2017 Special Election, and to appropriate these funds back into the Supervisor of Elections Budget for other operational activities for the remainder of Fiscal Year 2016/17.

BACKGROUND:
The Escambia County Supervisor of Elections has received a reimbursement from the Town of Century for a 2017 Special Election in the amount of $2,618. These funds will be appropriated back into the Supervisor of Elections Budget for other operational activities for the remainder of the year.

BUDGETARY IMPACT:
This amendment will increase Fund 001 by $2,618.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
There are no additional personnel is associated with this amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires Increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#129

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Supervisor of Elections has received reimbursement funds from the Town of Century for expenses associated with the 2017 Town of Century Special Election and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Supervisor of Elections	001	341555	$2,618
Total			$2,618

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Postage	001/550101	54201	$54
Printing & Binding	001/550101	54701	46
Other Salaries/Poll Workers	001/550101	51301	945
Promotional Activities	001/550101	54801	1,573
Total			$2,618

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.05.04 14:01:55 -05'00'

OMB Approved

Supplemental Budget Amendment
#129

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12225 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Supplemental Budget Amendment #133 - SRIA Funds for Palm Tree Trimming Lift
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #133 - Stephan Hall, Budget Manager, Management and Budget Services Department

That the Board adopt the Resolution approving Supplemental Budget Amendment #133, Local Option Sales Tax Fund III (352), in the amount of $60,000, to recognize proceeds from the Santa Rosa Island Authority (SRIA), and to appropriate these funds for the purchase of a Palm Tree Trimming Lift on Pensacola Beach.

BACKGROUND:

On May 25, 2017, it is anticipated the Board will approve an Interlocal Agreement between Escambia County and the SRIA relating to the purchase of a Palm Tree Trimming Lift on Pensacola Beach. The SRIA agrees to provide funding from the Island Improvement Fund in an amount not to exceed $60,000. The SRI Public Works Budget under the County will cover the operation and maintenance of the Palm Tree Trimming Lift

BUDGETARY IMPACT:

This amendment will increase Fund 352 by $60,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#133

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County will receive funds from the Santa Rosa Island Authority for the purchase of a palm tree trimming lift, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

Local Option Sales Tax	352
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
SRIA Contribution	352	337403	$60,000
(Equipment-Palm Tree Trimming)			
Total			$60,000

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Machinery and Equipment	352/110275(new)	56401/17PF3914	$60,000
Total			$60,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.05.12 08:51:53 -05'00'

OMB Approved

Supplemental Budget Amendment
#133

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12236 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Supplemental Budget Amendment #134 - Reimbursements for Damage to County Property
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #134 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Local Option Sales Tax (LOST) Fund (352), in the amount of $11,757, to recognize insurance proceeds received for damage to a guardrail at Eleven Mile Creek, and to appropriate these funds back into the Cost Center from where repair costs were expended.

BACKGROUND:
Escambia County received reimbursements totaling $11,757 for damage to a guardrail at Eleven Mile Creek. Repairs were done by County Engineering using LOST funds, so the proceeds are reimbursing that LOST cost center (210107).

BUDGETARY IMPACT:
This amendment will increase Fund 352 by $11,757.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#134

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget

WHEREAS, Escambia County received insurance reimbursements for damage to County property (guardrail), and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017

Local Options Sales Tax	352		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
Reimbursements	352	369401	$11,757
Total			$11,757

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Improvements Other than Buildings	352/210107	56301/13EN2188	$11,757
		(Bridge Renovations)	
Total			$11,757

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.05.11 16:51:06 -05'00'

OMB Approved

Supplemental Budget Amendment
#134

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12245 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: SBA#136 - Sheriff's Off-Duty Officer, Insurance, Miscellaneous Reimbursments/Fees, and Auction of Older Vehicles
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #136 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #136, General Fund (001) and Local Option Sales Tax III (LOST) Fund (352), in the amount of $155,936 to recognize the Sheriff's off-duty officer, insurance, miscellaneous reimbursements/fees ($91,290) and proceeds from the sale/auction of older, high mileage vehicles that were purchased with LOST ($64,646) and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses and the LOST portion back into LOST Project 08SH0018 for future vehicle/equipment purchases.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance, and miscellaneous reimbursements/fees associated with providing law enforcement in Escambia County totaling $91,290, funds will be placed back into the Sheriff's General Fund Budget to offset his programmatic costs. The Sheriff also sold/auctioned 7 vehicles originally purchased with LOST totaling $64,646, funds will be placed back into the Sheriff's LOST allocation for future vehicle purchases.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by $91,290 and Fund 352 by $64,646.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#136

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance, and miscellaneous Sheriff's Fees. The Sheriff has also received vehicle auction proceeds from the sale of older, high mileage vehicles in the Sheriff's vehicle fleet. These funds must now be recognized and appropriated back into the Sheriff's Budgets accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

Fund Name	Fund Number
Local Option Sales Tax III Fund	352
General Fund	1

Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	$29,528
Firing Range	1	347532	4,470
Investigative Costs	1	341525	886
Insurance Proceeds	1	369008	6,367
Reimbursements	1	369401	50,039
Sale of Equipment	352	364002	64,646
Total			**$155,936**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expenses	001/540101	59703	$91,290
Machinery & Equipment	352/540115	56401/08SH0018	64,646
Total			**$155,936**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US Date: 2017.05.12 14:45:57 -05'00'

OMB Approved

Supplemental Budget Amendment
#136

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12255 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Supplemental Budget Amendment #137 - IIDC Water and Sewer Grant
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #137 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #137, Escambia County Restricted Fund (101) and Local Option Sales Tax (LOST) Fund (352) in the amount of $0, to recognize a reduction of $84,857 in the LOST portion covering the Administrative, Operation, and Repair associated with the Innerarity Island Development Corporation (IIDC) Water and Sewer Grant and recognizing an increase of $84,857 in the Escambia Restricted Fund were the IIDC Operating and Administrative portion of the grant is actually expensed in conjunction with the daily operations of the water and sewer utility.

BACKGROUND:

The County received the IIDC Water and Sewer Grant in the sum of $1,000,000, of this amount approximately $180,000 has been been designated for the Administration, Operation, and Repairs of the Water and Wastewater System per FDEP Agreement #S0878 (Task 3).To date the amounts moved from Fund 352 to Fund 101 including this SBA is $160,007.

Escambia County's Innerarity Water and Sewer Upgrade Project plays a vital role in the health and well-being of its citizens and communities.

On January 27, 2014 the IIDC formerly filed a note of abandonment pursuant to F.S. 367.165(1), and on March 21, 2014, the First Judicial Circuit Court ordered Escambia County to become the receiver of this now abandoned water and wastewater utility system.

An agreement in principal has been reached between ECUA and Escambia County for ECUA to accept ownership and maintenance of the water and sewer system upon completion of reconstruction to bring the utility to current standards.

BUDGETARY IMPACT:

This amendment will decrease Fund 352 and Increase Fund 101 in the amount of $84,857.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#137

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, a portion of the Innerarity Island Water and Sewer Upgrade Project Grant for design and construction improvements is being placed in the IIDC Operating cost center to cover the administrative, operating, and repair of the utility, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2017:

Fund Name	Fund Number
Escambia County Restricted Local Options Sales Tax	101 352

Revenue Title	Fund Number	Account Code	Amount
IIDC Water and Sewer Grant	352	335350	($84,857)
IIDC Water and Sewer Grant	101	334350	84,857
Total			$0

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Improvements Other Than Buildings	352/110211	56301/16PF3502	($84,857)
Other Contractual Services	101/110210	53401	84,857
Total			$0

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

D.B. Underhill, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=Escambia County, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2017.05.12 16:38:02 -05'00'

OMB Approved

Supplemental Budget Amendment
#137

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12251 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Agreement with Gulf Coast Kid's House, Inc. for Child Protection Team Services
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement with Gulf Coast Kid's House, Inc., for Child Protection Team Services - Stephan Hall, Budget Manger, Management and Budget Services

That the Board take the following action concerning an Agreement to provide required medical examinations of allegedly abused, abandoned, or neglected children:

A. Approve the Agreement between Escambia County, Florida and Gulf Coast Kid's House, Inc., for Child Protection Team Services, a Florida Department of Health designated Child Protection Team Provider, effective upon the date last executed by the parties and expiring on September 30, 2017, to fund medical examinations of allegedly abused, abandoned, or neglected children at a rate of $300 per examination, pursuant to Florida Statute 39.304(5);

B. Authorize the Chairman to sign the Agreement;

C. Approve the preparation of the necessary vouchers and budget amendments for the remainder of Fiscal Year 2016/2017; and

D. Authorize the County Administrator to sign a Notice of Termination letter, effective February 17, 2017, for the Agreement with Northwest Florida Comprehensive Services for Children, Inc., the previous Florida Department of Health designated Child Protection Team Provider.

[Funding: General Fund, Fund 001, Cost Center 110201, Account 58234]

BACKGROUND:

Pursuant to Chapter 39, Florida Statutes, the Department of Health, in conjunction with other state agencies, coordinates the services of Child Protection Teams in each service district throughout the state. The Department designated Gulf Coast Kid's House, Inc., as the Child Protection Team (CPT) provider serving Escambia County, effective February 17, 2017. As a designated CPT provider, Gulf Coast Kid's House, Inc., is required to perform medical examinations of allegedly abused, abandoned, or neglected children; and pursuant to FS 39.304(5), the county in which the subject child is a resident bears the cost of such medical examinations.

For the beginning of Fiscal Year 2016-2017, Northwest Florida Comprehensive Services for Children, Inc., (90 Works) was the Department of Health CPT designated provider. Effective February 17, 2017, the Agreement with 90 Works was terminated and Gulf Coast Kid's House, Inc., became the new contract holder for the Children's Medical Services Protection Team. 90 Works has returned all unspent Fiscal Year 2016-2017 allocations. Upon Board approval, the remaining funds will be allocated to Gulf Coast Kid's House, Inc., for the continued medical exams of allegedly abused, abandoned, or neglected children at a rate of $300 per exam for the remainder of Fiscal Year 2016-2017.

BUDGETARY IMPACT:

Funds are available in the General Fund (001) for the Fiscal Year 2016-2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and signed-off on the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Transitional Letter
Agreement

Gulf Coast Kid's House™

LOCATED AT THE MARILYN KAPNER LEVIN CENTER FOR CHILDREN'S ADVOCACY AND CHILD ABUSE PREVENTION AND THE ALLEN R. LEVIN FAMILY ADVOCACY AND EDUCATION WING

3401 N. 12th Ave. • Pensacola, FL 32503 • Office: (850) 595-5800 • Fax: (850) 595-5782 • www.gulfcoastkidshouse.org

NATIONAL CHILDREN'S ALLIANCE® ACCREDITED MEMBER

Florida Children's Advocacy

ACCREDITED CHARITY BBB.org

February 2, 2017

Community Partners,

This letter is to notify you that Gulf Coast Kid's House will become the new contract holder for the Children's Medical Services Child Protection Team in District 1. The contract which was previously held by 90 Works will end effective February 17, 2017. The functions and management of the team will still be managed by Regional Director, Kirsten Bucey. The new contract number will be COQXK.

The Child Protection Team in this region has a rich history of solid performance and service delivery. We look forward to continuing to work collaboratively to ensure that child victims of abuse in our region receive quality intervention.

Please contact us with any questions or concerns.

Sincerely,

Stacey Kostevicki
Executive Director
Gulf Coast Kid's House

Kirsten Bucey
Regional Director
Child Protection Team, District 1

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND GULF COAST KID'S HOUSE, INC. FOR CHILD PROTECTION TEAM SERVICES

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter, the "County"), with an administrative address of 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Kid's House, Inc., a Florida not-for-profit corporation, FEI/EIN Number 59-3520130, with a principal address of 3401 North 12th Avenue, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, pursuant to §39.303, Florida Statutes, the Children's Medical Services Program of the Department of Health is tasked with designating Child Protection Teams in each service district of the Department of Children and Families to conduct medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law; and

WHEREAS, the Children's Medical Services Program of the Department of Health previously designated Northwest Florida Comprehensive Services for Children, Inc./90 Works as the Child Protection Team provider serving Escambia County; and

WHEREAS, effective February 17, 2017, the Children's Medical Services Program of the Department of Health has designated Gulf Coast Kid's House, Inc. (hereinafter, the "Provider") as the Child Protection Team provider serving Escambia County; and

WHEREAS, pursuant to §39.304(5), Florida Statutes, the County in which a child is a resident shall bear the initial costs of medical examinations of allegedly abused, abandoned, or neglected children that are conducted by the designated Child Protection Team, and the parents or legal custodian of the child are required to reimburse the County for the costs of such examination; and

WHEREAS, the County and Provider desire to enter into an agreement to memorialize the method and manner by which the County shall bear the initial costs of medical examinations as provided in §39.304(5), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Provider agree as follows:

Section 1. **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. **Responsibilities of the parties.**

2.1 Program Funding. The County agrees for Fiscal Year 2016-2017

(October 1, 2016 through September 30, 2017) to fund medical examinations of allegedly abused, abandoned, or neglected children as required by Florida law at a rate of $300.00 per examination. The total sum shall be determined by the number of documented medical examinations performed by the Provider for eligible children during the term of the agreement. Provider shall provide to County a fully completed W-9 form and a fully executed original Agreement. Upon written notification to Provider, the County may suspend payments to Provider if the Provider defaults in its obligations under this Agreement. The notice shall specify the manner in which the Provider has failed to comply and a timeframe in which the Provider must achieve compliance or the Agreement shall be subject to termination pursuant to Section 3.

2.2 Invoices. Within fifteen (15) days after the execution of this Agreement, Provider shall provide to County an invoice for all medical examinations which were performed by Provider from February 18, 2017 through March 31, 2017. Beginning on May 10, 2017, and the tenth day of each subsequent month, Provider shall send an Invoice to the County for all exams which occurred during the month preceding the Invoice. Payments under this agreement shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

2.3 Reporting Requirements. The provider shall provide a monthly report in a form acceptable to the County documenting the non-confidential details of each examination which is set forth on the Invoice, including, but not limited to, the total number of exams performed, case numbers, case coordinators, dates of exams, examining physicians, and patient age/sex/race.

2.4 **Audit.** Upon providing reasonable notice to Provider , the County may, as allowed by law, inspect all pertinent records, statistical, financial, audit, and participant files related to the Provider's 's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

2.5 Effective Date. This Agreement shall become effective upon the date last executed by the parties and expires on September 30, 2017, unless earlier terminated as provided herein. The term of this Agreement may be renewed or extended only by written amendment to the Agreement duly executed by the parties hereto.

Section 3. Termination. This Agreement may be terminated by either party for convenience upon providing a minimum of sixty (60) days written notice to the other party. This Agreement may be terminated by County for cause upon providing seven (7) days written notice if the Provider defaults in its obligations under this Agreement. Upon expiration or termination for any reason, the Provider shall provide a final report with supporting documentation through the date of expiration or termination. The Provider's final request for payment must be submitted within thirty (30) calendar days after the expiration or termination of the Agreement. Notwithstanding the

foregoing, nothing in this Section or this Agreement shall be construed to terminate the County's obligations under §39.304(5), Florida Statutes.

Section 4. **Insurance.** The Provider is required to maintain professional liability insurance with limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate per policy year against any claims arising from any act or omission by the Provider. Certificates of Insurance shall be provided to Risk Management, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Section 5. **Independent Contractor Status.** In the performance of this Agreement hereunder, Provider is an independent contractor. Provider shall not hold itself out as an employee, agent or servant of the County; and Provider shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 6. **Public Records.**

6.1 The Provider acknowledges that this Agreement and any portion of the related non-confidential 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. Provider shall maintain any such public records and, upon request, provide a copy of the requested records *or* allow the records to be inspected within a reasonable time. Provider 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, Provider 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 Provider 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 Provider seven days written notice, during which period the Provider still fails to allow access to such documents, terminate the contract. In such case, the Provider shall not be entitled to receive any further payment.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'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

6.2 The Parties acknowledge that pursuant to §39.202 (6), Florida Statutes, all records and reports of the Child Protection Team (CPT) are confidential and exempt from the provisions of §119.07(1), Florida Statutes, the Florida Public Records Law, and §456.057, Florida Statutes, regarding ownership and control of patient records. CPT records shall not be disclosed, except, upon request, to the state attorney, law enforcement, the Department of Health, and other necessary professionals, in furtherance of the treatment or additional evaluative needs of the child, by order of the court, or to health plan payers, limited to that information used for insurance reimbursement purposes. Generally, the confidential and exempt status of CPT records attaches to the documents; that is, it retains its confidential and exempt status when it is properly released to an authorized agency or person, who in turn generally has a legal obligation to maintain the confidential and exempt nature of the documents. Pursuant to §39.205 (3) Florida Statutes, *a* person who knowingly and willfully makes public or discloses any confidential information contained in the central abuse hotline or in the records of any child abuse, abandonment, or neglect case, except as provided in this chapter, commits a misdemeanor of the second degree, punishable as provided in §775.082, Florida Statutes or §775.083, Florida Statutes.

Section 7. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

Section 8. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 9. Survival. All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 10. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 11. Severability. The invalidity or non-enforceability of any portion or

provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 12. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 13. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Section 14. Prior Agreements Superseded.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 15. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 16. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 17. Liability. The County, its respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the Provider. While serving in its capacity as the Child Protection Team provider for Escambia County, the Provider agrees to be fully responsible for its individual negligent acts or omissions or tortious acts arising out of the performance of this Agreement which may result in claims or suits against the County and agrees to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the County and nothing herein

shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
Board of County Commissioners
Escambia County, Florida

_____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

_____
Deputy Clerk

PROVIDER:
Gulf Coast Kid's House, Inc.

By: _____
Stacey Kostevicki, Executive Director

ATTEST:

_____
Corporate Secretary

Approved as to form and legal sufficiency.
By/Title:
Date: 5/17/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12260 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Issuance of not exceeding $89,000,000 Escambia County, Florida Sales Tax Revenue Bonds, Series 2017, to finance new correctional facility
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County, Florida Sales Tax Revenue Bonds, Series 2017, to Finance New Correctional Facility - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board adopt a Resolution (the "2017 Supplemental Resolution") authorizing the issuance and sale of not exceeding $89,000,000 Escambia County, Florida Sales Tax Revenue Bonds, Series 2017, to finance the new correctional facility.

The Financial Advisor reports that the estimated Maximum Bond Service Requirement given current market conditions is expected to be approximately $7,232,250 and will mature no later than October 1, 2047. The Maximum Bond Service Requirement of the combined Bond Service Requirement of the Series 2017 Bonds together with the Outstanding Parity Obligations is expected to be approximately $9,574,250.

BACKGROUND:

The 2017 Supplemental Resolution approves the issuance of not exceeding $89,000,000 Escambia County, Florida Sales Tax Revenue Bonds, Series 2017 (the "Series 2017 Bonds"), to finance the new correctional facility (herein described) and to finance certain costs of issuance. The 2017 Supplemental Resolution supplements Resolution No. R2002-145 duly adopted by the Board on September 11, 2002 (as amended and supplemented, the "Bond Resolution"), and approves by reference a form of (i) Bond Purchase Agreement (the "Bond Purchase Agreement") between the County and RBC Capital Markets, LLC, Raymond James & Co., and Wells Fargo & Company (collectively, the "Underwriters"), (ii) Preliminary Official Statement used in the marketing of the Series 2017 Bonds and (iii) Continuing Disclosure Certificate whereby the County agrees to providing certain continuing disclosure of information relating to the County and the Series 2017 Bonds. The 2017 Supplemental Resolution delegates to the Chairman the ability to award the Series 2017 Bonds to the Underwriters in accordance

with the terms of the Bond Purchase Agreement, subject to full satisfaction of the conditions set forth therein, including receipt by the Chairman from the Underwriters of a written offer to purchase the Series 2017 Bonds, said offer to provide for, among other things, (i) the issuance of not exceeding $89,000,000 principal amount of Series 2017 Bonds, (ii) an underwriting discount (including management fee and all expenses) not in excess of $4.00/$1,000 of the par amount of the Series 2017 Bonds, (iii) a true interest cost of not more than 4.75%, and (iv) a final maturity no later than October 1, 2047. Pursuant to the Bond Resolution, the Series 2017 Bonds are secured by certain Pledged Revenues on a parity with the County's Sales Tax Refunding Revenue Note, Series 2011 and 2012 Sales Tax Refunding Revenue Note (collectively, the "Outstanding Parity Obligations"). The Pledged Revenues consist primarily of proceeds of the local government half-cent sales tax allocated for and distributed monthly to the County pursuant to Chapter 218, Part VI, Florida Statutes. The Series 2017 Bonds will not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the County. The net proceeds of the Series 2017 Bonds will be used to finance the Series 2017 Project which consists of the planning, design and construction of a new 1,500 rated bed correctional facility, including but not limited to, security services, program services, inmate services, medical services, food services, facility maintenance, mechanical, electrical and security services and warehouse. The new correctional facility will be constructed in two phases utilizing the design-build construction delivery method pursuant to Section 287.055, Florida Statutes (Acquisition of Professional Architectural and Engineering Services). Upon completion, the new correctional facility will replace the existing correctional facilities known as the Central Booking Detention Facility and the Main Jail. The 2017 Supplemental Resolution makes certain amendments to the Bond Resolution allowing for certain assumptions concerning required debt service in the event balloon indebtedness is outstanding and allowing for the reserve fund to be established pursuant to supplemental resolution approving each series of bonds issued under the Bond Resolution. The 2017 Supplemental Resolution was prepared by Bryant Miller and Olive P.A., the County's Bond Counsel, and has been reviewed and approved by staff and by the County's Financial Advisor, FirstSouthwest, a Division of Hilltop Securities Inc., and the County's Disclosure Counsel, Nabors Giblin & Nickerson, P.A.

BUDGETARY IMPACT:

The Financial Advisor reports that the estimated Maximum Bond Service Requirement given current market conditions is expected to be approximately $7,232,250 and will mature no later than October 1, 2047. The Maximum Bond Service Requirement of the combined Bond Service Requirement of the Series 2017 Bonds together with the Outstanding Parity Obligations is expected to be approximately $9,574,250.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed financings are distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney has signed off on the 2017 Supplemental Resolution. Further, the County Attorney will render her opinion as to legality, and the County's Bond Counsel will render their opinion as to tax-exemption of the Series 2017 Bonds as a condition of closing.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The issuance of the Series 2017 Bonds will comply with the Board's requirements for the issuance of County Bonds.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final financing and closing documents will be required at or prior to the Closing.

Attachments

Supplemental Resolution

RESOLUTION NO. R2017-___

Adopted May 25, 2017

ESCAMBIA COUNTY, FLORIDA
(the "Issuer")

Relating to

NOT EXCEEDING $89,000,000
ESCAMBIA COUNTY, FLORIDA
SALES TAX REVENUE BONDS, SERIES 2017

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RESOLUTION NO. R2017-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $89,000,000 SALES TAX REVENUE BONDS, SERIES 2017 TO FINANCE AND/OR REIMBURSE THE COST OF THE DESIGN, PERMITTING, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS HEREIN DESCRIBED; APPROVING THE FORM OF THE BOND PURCHASE AGREEMENT, PRELIMINARY OFFICIAL STATEMENT AND CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, FINAL OFFICIAL STATEMENT AND CONTINUING DISCLOSURE CERTIFICATE; DELEGATING THE AWARD OF THE SALE OF THE SERIES 2017 BONDS TO THE CHAIRMAN; DELEGATING TO THE CHAIRMAN THE AUTHORITY TO DEEM FINAL FOR CERTAIN PURPOSES AND APPROVE THE USE OF AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2017 BONDS; AMENDING RESOLUTION NO. R2002-145; AUTHORIZING THE ISSUER TO OPT TO INSURE ALL, A PORTION OF OR NONE OF SUCH SERIES 2017 BONDS WITH A MUNICIPAL BOND INSURANCE POLICY AND/OR TO PURCHASE A RESERVE ACCOUNT INSURANCE POLICY, IF IN THE BEST FINANCIAL INTEREST OF THE ISSUER; APPOINTING A PAYING AGENT AND BOND REGISTRAR FOR SUCH SERIES 2017 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act, hereinafter defined, and pursuant to Section 15I of Resolution No. R2002-145, duly adopted by the Issuer on September 11, 2002 (the "2002 Resolution" and as amended and supplemented, particularly as amended and supplemented by this Resolution, the "Bond Resolution").

SECTION 2. DEFINITIONS. Except as modified herein, all terms defined in the 2002 Resolution shall have the same meaning herein, unless the text or context otherwise expressly requires. Words importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. The following terms shall have the following meaning herein:

"Act" shall mean the Constitution and laws of the State, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, the Bond Resolution and other applicable provisions of law.

"Board" shall mean the Board of County Commissioners of the Issuer.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement between the Issuer and the Underwriters dated the date of sale of the Series 2017 Bonds, in substantially the form attached hereto as Exhibit "A".

"Cede" shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2017 Bonds pursuant to Section 7 hereof.

"Chairman" shall mean the Chairman or Vice-Chairman of the Board or such other member of the Board duly designated and authorized by the Board to act in the name and on behalf of the Issuer.

"Clerk" shall mean the Clerk of the Circuit Court, Ex-Officio Clerk to the Board and such other person as may be duly authorized to act on his or her behalf.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Series 2017 Bonds, as it may be amended from time to time in accordance with the terms thereof.

"County Administrator" shall mean the County Administrator of the Issuer or any acting or interim County Administrator, or his or her designee.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Financial Advisor" shall mean FirstSouthwest, a Division of Hilltop Securities Inc., Orlando, Florida.

"Interest Payment Date" shall mean each October 1 and April 1, commencing October 1, 2017.

"Insured Bonds" shall mean any Series 2017 Bonds which are insured by the Series 2017 Municipal Bond Insurance Policy, if any, to be determined by the Chairman to be in the best interest of the Issuer, based upon the advice of the Financial Advisor.

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

"Outstanding Parity Obligations" shall mean the Issuer's outstanding Sales Tax Refunding Revenue Bond, Series 2011, and the 2012 Sales Tax Refunding Revenue Note.

"Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

"Paying Agent" shall mean U.S. Bank National Association, or its successors and assigns.

"Project Fund" shall mean the fund established herein with respect to the Series 2017 Project.

"Registrar" shall mean U.S. Bank National Association, or its successors and assigns.

"Series 2017 Bonds" shall mean the Sales Tax Revenue Bonds, Series 2017, in the aggregate principal amount not to exceed $89,000,000, authorized to be issued pursuant to Section 5A hereof.

"Series 2017 Municipal Bond Insurance Policy" shall mean a Municipal Bond Insurance Policy, if any, purchased from the Series 2017 Municipal Insurer relating to the Insured Bonds.

"Series 2017 Municipal Insurer" shall mean, with respect to the Series 2017 Bonds, the Municipal Insurer named in accordance herewith, if any, and any successors thereto.

"Series 2017 Project" shall mean the design, permitting, acquisition, equipping and construction of certain capital improvements, as more particularly described on Schedule "I" attached hereto, in accordance with plans and specifications on file or to be on file with the Issuer.

"Series 2017 Reserve Account Insurance Policy" shall mean the Reserve Account Insurance Policy, if any, to be purchased from the Series 2017 Municipal Insurer and deposited into the Series 2017 Reserve Subaccount.

"Series 2017 Reserve Requirement" shall have the meaning ascribed thereto in Section 13 of this Resolution.

"Series 2017 Reserve Subaccount" shall have the meaning ascribed thereto in Section 13 of this Resolution.

"Underwriters" shall mean RBC Capital Markets, LLC, on behalf of itself, Raymond James & Associates, Inc., and Wells Fargo Bank, National Association

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. On September 11, 2002, the Issuer adopted its Bond Resolution for the purpose of financing and refinancing certain capital projects of the Issuer.

B. The Board desires to authorize the issuance of not to exceed $89,000,000 of the Series 2017 Bonds for the purpose of (i) reimbursing and/or financing the costs of the Series 2017 Project; (ii) funding any necessary reserves; and (iii) paying the costs of issuance of the Series 2017 Bonds, including the premium for the Series 2017 Municipal Bond Insurance Policy and/or the Series 2017 Reserve Account Insurance Policy, if purchased.

C. Section 15I of the Bond Resolution provides for the issuance of Additional Parity Obligations under the terms, limitations and conditions provided in the 2002 Resolution. The Issuer has complied, or will comply prior to the delivery of the Series 2017 Bonds, with all the terms, conditions and restrictions contained in the Bond Resolution. The Issuer is therefore legally entitled to issue the Series 2017 Bonds as Additional Parity Obligations within the authorization contained in the Bond Resolution.

D. The Series 2017 Bonds shall be considered Bonds under the terms and conditions of the Bond Resolution and shall be on a parity and rank equally, as to lien on and source and security for payment, from the Pledged Revenues and in all other respects, other than with respect to any separate subaccounts in the Reserve Account securing one or more specific series of Bonds, with the Outstanding Parity Obligations.

E. The Pledged Revenues are not now pledged or encumbered in any manner except for the payment of the Outstanding Parity Obligations.

F. The principal of and interest on the Series 2017 Bonds and all required sinking fund, reserve and other required payments are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues. The Series 2017 Bonds shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the County to pay the principal of, premium, if any, and interest on the Series 2017 Bonds, or to make any of the required sinking fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein and in the 2002 Resolution.

The Series 2017 Bonds shall not constitute a lien upon any property of or located in the County, but shall constitute a lien only on the Pledged Revenues in the manner provided herein and in the 2002 Resolution.

G. The estimated Pledged Revenues will be sufficient to pay all principal of and interest and redemption premium, if any, on the Series 2017 Bonds and the Outstanding Parity Obligations as the same become due, and to make all required reserve or other payments required by the Bond Resolution.

H. The costs associated with the issuance of the Series 2017 Bonds shall be deemed to include, but not be limited to, legal and financial advisory fees and expenses, engineering and financial feasibility expenses, fiscal expenses, underwriting fees and expenses, rating agency fees, expenses for estimates of costs and revenues, accounting expenses, municipal bond insurance premiums and reserve fund insurance policy premiums, if applicable, costs of printing, fees and expenses for the paying agent and Bond Registrar, accrued and capitalized interest, if any, provisions for reserves, and such other fees and expenses as may be necessary or incidental for the financing herein authorized.

I. There are not sufficient uncommitted funds of the Issuer available to pay the costs of the Series 2017 Project, and the Issuer has determined that the essential public purposes to be provided by the Series 2017 Project cannot be delayed awaiting availability of sufficient uncommitted funds to commence and complete the Series 2017 Project.

J. The Underwriters have indicated that they are willing to enter into the Bond Purchase Agreement with the Issuer pursuant to which the Underwriters will agree to purchase the Series 2017 Bonds.

K. The Issuer desires to sell its Series 2017 Bonds pursuant to a Bond Purchase Agreement subject to certain conditions herein described.

L. Due to the present volatility of the market for tax-exempt public obligations such as the Series 2017 Bonds, the need to access such market very quickly, the willingness of the Underwriters to purchase the Series 2017 Bonds at interest rates favorable to the Issuer, and the critical importance of timing of the sale of the Series 2017 Bonds, the Issuer has determined to sell the Series 2017 Bonds through a negotiated sale to the Underwriters, and it is hereby determined that it is in the best interest of the public and the Issuer to delegate to the Chairman the authority to fix the final details of the Series 2017 Bonds, based upon the advice of the Financial Advisor, and accept the offer of the Underwriters to purchase the Series 2017 Bonds at a negotiated sale pursuant to the terms of a Bond Purchase Agreement, the form of which is attached hereto as Exhibit "A", if certain conditions set forth in this Resolution are satisfied.

M. Prior to acceptance by the Issuer of the offer of the Underwriters to purchase the Series 2017 Bonds, the Underwriters will provide the Issuer with all applicable disclosure

information required by Section 218.385, Florida Statutes, to be attached to, or otherwise included as part of, the Bond Purchase Agreement.

SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2017 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Bond Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holders. The covenants and agreements herein and therein set forth to be performed by the Issuer and the Series 2017 Municipal Insurer shall be for the equal benefit, protection and security of the legal Holders of any and all Series 2017 Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Series 2017 Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 5. AUTHORIZATION OF SERIES 2017 BONDS; AUTHORIZATION OF THE SERIES 2017 PROJECT.

A. AUTHORIZATION OF SERIES 2017 BONDS.

Subject and pursuant to the provisions hereof, a series of obligations of the Issuer, to be known as "Sales Tax Revenue Bonds, Series 2017" is authorized to be issued in one or more series in an amount not exceeding the aggregate principal amount set forth in the title hereof, with the exact amount to be issued established as provided in Section 6 hereof. Such Series 2017 Bonds shall be issued as Additional Parity Obligations under the Bond Resolution. The Issuer may modify the series designation and/or the name of the issue if circumstances dictate.

B. AUTHORIZATION OF SERIES 2017 PROJECT.

The financing and/or reimbursing of the Series 2017 Project is hereby authorized. The proper officers of the Issuer are hereby directed to take all action and steps deemed necessary to design, permit, acquire, construct and equip the Series 2017 Project, which are not inconsistent with the terms and provisions of the Bond Resolution.

SECTION 6. DESCRIPTION OF SERIES 2017 BONDS. The Issuer hereby delegates to the Chairman the authority to determine the final terms of the Series 2017 Bonds, based upon the advice of the Financial Advisor, including (i) the dated date, (ii) the principal amount and whether the Series 2017 Bonds shall be issued as Serial Bonds and/or Term Bonds, (iii) the maturity dates and amounts, (iv) the interest rates, prices and yields (such rates not exceeding the maximum rate allowed by State law), and interest payment dates, (v) the optional redemption provisions, if any, (vi) the Amortization Installments and other mandatory redemption features, if any, (vii) the sale date and the delivery date, (viii) whether to purchase any municipal bond insurance and/or reserve fund insurance, and (ix) all other details of the Series 2017 Bonds, and to take such further action as shall be required for carrying out the purposes of this Resolution, all with respect to the Series 2017 Bonds.

Series 2017 Bonds shall be issued in fully registered form; shall be numbered consecutively from R-1 upward; shall be in denominations of $5,000 each or integral multiples thereof. Each Series 2017 Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated, unless authenticated on an Interest Payment Date, in which case it shall bear interest from such Interest Payment Date, or, unless authenticated prior to the first Interest Payment Date, in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Series 2017 Bond shall bear interest from the date to which interest shall have last been paid.

SECTION 7. BOOK-ENTRY-ONLY SYSTEM. A book-entry-only system of registration is hereby authorized for the Series 2017 Bonds. So long as the Issuer shall maintain a book-entry-only system with respect to the Series 2017 Bonds, the following provisions shall apply:

A blanket issuer letter of representations (the "BLoR") was entered into by the Issuer with The Depository Trust Company ("DTC"). It is intended that the Series 2017 Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such BLoR. The terms and conditions of such BLoR shall govern the registration of the Series 2017 Bonds. The Series 2017 Bonds shall be initially issued in the form of a single fully registered Series 2017 Bond for each maturity of such Series. Upon initial issuance, the ownership of such Series 2017 Bonds shall be registered by the Registrar in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. So long as any Series 2017 Bond is registered in the name of DTC (or its nominee), the Issuer, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive holder of such Series 2017 Bonds registered in its name, and all payments with respect to the principal or redemption price of, if any, and interest on such Series 2017 Bond ("Payments") and all notices with respect to such Series 2017 Bond ("Notices") shall be made or given, as the case may be, to DTC. Transfers of Payments and delivery of Notices to DTC Participants shall be the responsibility of DTC and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time. Transfers of Payments and delivery of Notices to beneficial owners of the Series 2017 Bonds by DTC Participants shall be the responsibility of such participants, indirect participants and other nominees of such beneficial owners and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

Upon (a) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2017 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2017 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is able to undertake such functions upon reasonable and customary terms, (b) termination, for any reason, of the agreement among the Issuer, the Registrar and Paying Agent and DTC evidenced by the BLoR, or (c) determination by the Issuer that such book-entry only system should be discontinued by

the Issuer, and compliance with the requirements of any agreement between the Issuer and DTC with respect thereto, the Series 2017 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Series 2017 Bonds consistent with the terms hereof, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the BLoR shall apply to the registration and transfer of the Series 2017 Bonds and to Payments and Notices with respect thereto.

SECTION 8. PROVISIONS FOR REDEMPTION. The Series 2017 Bonds may be subject to redemption prior to their maturity, at the option of the Issuer, at such times and in such manner as shall be determined by the Chairman pursuant to Section 6 hereof and set forth in the Bond Purchase Agreement at or prior to the time of sale of the Series 2017 Bonds.

Any notice of optional redemption of Series 2017 Bonds may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest, if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Holders of such Series 2017 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

SECTION 9. APPLICATION OF SERIES 2017 BOND PROCEEDS. The proceeds, including accrued interest and premium, if any, received from the sale of any or all of the Series 2017 Bonds shall be applied by the Issuer simultaneously with the delivery of such Series 2017 Bonds to the Underwriters, as follows:

A. Capitalized interest, if any, shall be deposited into the Sinking Fund and shall be used only for the purpose of paying interest becoming due on the Series 2017 Bonds.

B. To the extent the Series 2017 Reserve Requirement (as herein defined) is greater than zero, a sum which, together with the face amount of the Series 2017 Reserve Account Insurance Policy for the Series 2017 Bonds, if any, and other legally available funds of the Issuer deposited to the Series 2017 Reserve Subaccount, if any, will be equal to the Series 2017 Reserve Requirement for the Series 2017 Bonds shall be deposited into the Series 2017 Reserve Subaccount.

C. A portion of the Series 2017 Bond proceeds shall be deposited into a separate fund hereby created and established to be known as the "Series 2017 Project Fund" (the "Project Fund") which shall be used only for the payment of the cost of the Series 2017 Project. Moneys

in the Project Fund until applied in payment of any cost of the Series 2017 Project, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Series 2017 Bonds, and for the further security of such Holders.

D. To the extent not paid by the original purchasers of the Series 2017 Bonds, the Issuer shall pay all costs and expenses in connection with the issuance, sale and delivery of the Series 2017 Bonds.

SECTION 10. APPLICATION OF PROVISIONS OF THE 2002 RESOLUTION.

A. COVENANTS.

Except as expressly provided herein, the covenants and pledges contained in the 2002 Resolution are hereby incorporated by reference herein and shall be applicable to the Series 2017 Bonds in like manner as applicable to the Outstanding Parity Obligations.

B. PAYMENT OF THE SERIES 2017 BONDS.

Upon the issuance of the Series 2017 Bonds, the Issuer shall, in each month thereafter, deposit from Pledged Revenues in the Revenue Fund the amounts required pursuant to Section 15C of the 2002 Resolution to provide for the payment of the principal and interest required in respect of the Series 2017 Bonds. The principal of and interest on the Series 2017 Bonds shall be payable from Pledged Revenues pursuant to the 2002 Resolution, all as provided in the 2002 Resolution, including the Bond Amortization Account, on a parity with the Outstanding Parity Obligations and any Additional Parity Obligations hereafter issued; and payments shall be made into the Sinking Fund and the Bond Amortization Account by the Issuer in amounts fully sufficient to pay the principal of and interest on the Outstanding Parity Obligations and on the Series 2017 Bonds herein authorized as such principal and interest become due.

SECTION 11. LIMITED AND SPECIAL OBLIGATIONS OF ISSUER; SECURITY. The principal of and interest on the Series 2017 Bonds and all required sinking fund, reserve, if any, and other required payments are limited and special obligations of the Issuer. The Series 2017 Bonds shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues, as herein provided for and as provided for in the 2002 Resolution. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of, premium, if any, and interest on the Series 2017 Bonds, or to make any required sinking fund, reserve or other payments thereon or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, as provided in the Bond Resolution.

The Series 2017 Bonds shall be limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues as provided in the Bond Resolution on a parity and equal status with the Outstanding Parity Obligations. The Series 2017 Bonds shall for all purposes be considered to be a *pari passu* Additional Parity Obligations issued under the authority of the 2002 Resolution, and shall be entitled to all the protection and security provided therein and herein for the Series 2017 Bonds, and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Outstanding Parity Obligations. Such amounts hereby and thereby pledged shall immediately be subject to the lien of such pledge without any further physical delivery thereof or any further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof.

SECTION 12. DELEGATION OF AWARD OF SERIES 2017 BONDS. Subject to full satisfaction of the conditions set forth in this Section, the Board hereby authorizes a delegated negotiated sale of the Series 2017 Bonds to the Underwriters in accordance with the terms of a Bond Purchase Agreement to be dated the date of sale of the Series 2017 Bonds and to be substantially in the form attached hereto as Exhibit "A", with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Chairman in accordance with the provisions of this Section (including, without limitation, making the final determination concerning the structuring and marketing of the Series 2017 Bonds to obtain the most favorable rating and interest rate on the Series 2017 Bonds), and the execution and delivery of the Bond Purchase Agreement by the Chairman and the Clerk shall be deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section.

Notwithstanding the foregoing, the Bond Purchase Agreement shall not be executed by the Chairman until such time as all of the following conditions have been satisfied:

A. Receipt by the Chairman of a written offer to purchase the Series 2017 Bonds by the Underwriters substantially in the form of the Bond Purchase Agreement, said offer to provide for, among other things, (i) the issuance of not exceeding $89,000,000 principal amount of Series 2017 Bonds, (ii) an underwriting discount (including management fee and all expenses) not in excess of $4.00/$1,000 of the par amount of the Series 2017 Bonds, (iii) a true interest cost of not more than 4.75%, and (iv) a final maturity no later than October 1, 2047.

B. The Series 2017 Bonds shall be subject to such optional and mandatory redemption provisions, if any, as shall be set forth in the Bond Purchase Agreement.

C. Receipt by the Chairman from the Underwriters of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes, and substantially in the form attached to the Bond Purchase Agreement.

Upon satisfaction of the conditions set forth in this Section, the Chairman is hereby authorized to execute and deliver and the Clerk to attest under seal the Series 2017 Bonds and any other documents, agreements or certificates relating to the Series 2017 Bonds, and are further authorized and directed to prepare and furnish to the purchasers of the Series 2017 Bonds, when the Series 2017 Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Series 2017 Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2017 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

SECTION 13. RESERVE REQUIREMENT, SERIES 2017 RESERVE SUBACCOUNT; OPTIONAL SERIES 2017 RESERVE ACCOUNT INSURANCE POLICY. The Issuer hereby determines that the Reserve Requirement applicable to the Series 2017 Bonds shall mean an amount equal to zero (the "Series 2017 Reserve Requirement"); provided, however, that, prior to the issuance of the Series 2017 Bonds, the Series 2017 Reserve Requirement may be defined as such amount that will not violate the provisions of the Code. Such Series 2017 Reserve Requirement, if increased, will be finally established by the Chairman in writing upon the advice of the Financial Advisor. If deemed by the Issuer to be in its best interests, based on financial advice of the Financial Advisor, in lieu of cash, the Issuer is authorized to purchase the Series 2017 Reserve Account Insurance Policy for deposit in the Series 2017 Reserve Subaccount. To the extent required pursuant to the terms hereof, the Issuer hereby establishes a single separate subaccount of the Reserve Account allocated solely for the benefit of the Series 2017 Bonds (the "Series 2017 Reserve Subaccount") and determines that such Series 2017 Reserve Subaccount shall solely secure the Series 2017 Bonds and shall not secure any other series of Bonds.

The Issuer is hereby authorized to purchase the Series 2017 Reserve Account Insurance Policy from the Series 2017 Municipal Insurer, if the Chairman determines such a purchase to be in the best financial interests of the Issuer based on the advice of the Financial Advisor. Upon such determination, the Issuer further authorizes the Chairman to take any actions and do all things necessary in order to accept the Series 2017 Reserve Account Insurance Policy, including (i) the purchase thereof from the Series 2017 Municipal Insurer in accordance with a commitment (the "Series 2017 Reserve Account Insurance Policy Commitment"), and (ii) the payment therefor from Series 2017 Bond proceeds. The County Administrator is hereby authorized to execute the Series 2017 Reserve Account Insurance Policy Commitment. The provisions of the Series 2017 Reserve Account Insurance Policy Commitment are hereby incorporated by reference. To the extent of any inconsistency between the provisions of the Series 2017 Reserve Account Insurance Policy Commitment and provisions otherwise contained in the Bond Resolution, the provisions of the Bond Resolution shall prevail. The form of any insurance agreement attached to such Series 2017 Reserve Account Insurance Policy Commitment (the "Insurance Agreement") is hereby approved by the Chairman. Subject to

satisfaction of the conditions in Section 12, the Chairman is hereby authorized and directed to execute and deliver, and the Clerk is hereby authorized to attest under seal, the Insurance Agreement. The execution and delivery thereof in the manner described in the preceding sentence shall constitute complete approval of such Insurance Agreement by the Chairman and shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein.

SECTION 14. OPTIONAL MUNICIPAL BOND INSURANCE. The Issuer is hereby authorized to insure all, some or none of the Series 2017 Bonds, whichever is in the best financial interests of the Issuer based on the advice of the Financial Advisor, with the Series 2017 Municipal Bond Insurance Policy, and further authorizes the Chairman to take any actions and do all things necessary in order to accept such Policy in connection with the issuance of the Insured Bonds. The Series 2017 Municipal Bond Insurance Policy is hereby authorized to be purchased from the Series 2017 Municipal Insurer in accordance with a commitment therefor (the "Series 2017 Municipal Bond Insurance Policy Commitment"), and payment for such insurance is hereby authorized from proceeds of the Insured Bonds. The County Administrator is hereby authorized to execute such Series 2017 Municipal Bond Insurance Policy Commitment. The provisions of the Series 2017 Municipal Bond Insurance Policy Commitment are hereby incorporated by reference. To the extent of any inconsistency between the provisions of the Series 2017 Municipal Bond Insurance Policy Commitment and provisions otherwise contained in the Bond Resolution, the provisions of the Bond Resolution shall prevail. A statement of insurance is hereby authorized to be printed on or attached to the Insured Bonds for the benefit and information of the Holders of the Insured Bonds. To the extent that any of the Series 2017 Bonds are insured, subject to satisfaction of the conditions in Section 12, the Chairman is hereby authorized and directed to execute and deliver, and the Clerk is hereby authorized to attest under seal, a credit enhancement agreement that implements the provisions of the Series 2017 Municipal Bond Insurance Policy Commitment (the "Credit Enhancement Agreement") which are not inconsistent with the Bond Resolution. The execution and delivery thereof in the manner described in the preceding sentence shall constitute complete approval of such Credit Enhancement Agreement by the Issuer and shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein.

SECTION 15. APPROVAL OF DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZATION OF FINAL OFFICIAL STATEMENT. The preparation and distribution of the Preliminary Official Statement relating to the Series 2017 Bonds, in the form attached hereto as Exhibit "B", is hereby approved and authorized. The County Administrator is hereby authorized to execute and deliver a certificate of the Issuer which deems such Preliminary Official Statement "final" within the contemplation of the Rule. Such Preliminary Official Statement is hereby authorized to be used and distributed in connection with the sale and marketing of the Series 2017 Bonds. The distribution of the final Official Statement relating to the Series 2017 Bonds is hereby authorized, and the execution of such Official Statement by the Chairman is hereby authorized, which execution and delivery shall constitute complete evidence of the approval of such final Official Statement by the Chairman.

SECTION 16. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that, in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule with respect to the Series 2017 Bonds, it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the Issuer prior to the time the Issuer delivers the Series 2017 Bonds to the Underwriters, as may be amended from time to time in accordance with the terms thereof. The form of the Continuing Disclosure Certificate, attached hereto as Exhibit "C" is hereby approved, all of the provisions of which, when executed and delivered by the Issuer as authorized herein shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein. Notwithstanding any other provision of the Bond Resolution, failure of the Issuer to comply with such Continuing Disclosure Certificate shall not be considered an event of default under the Bond Resolution. However, the Continuing Disclosure Certificate shall be enforceable by the Series 2017 Bondholders in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a Series 2017 Bondholder to the Issuer that a breach exists. Any rights of the Series 2017 Bondholders to enforce the provisions of this covenant shall be on behalf of all Series 2017 Bondholders and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

The Continuing Disclosure Certificate shall be executed in the name of the Issuer by the Chairman, attested by the Clerk, the official seal of the Issuer to be imprinted thereon, with such additional changes and insertions therein as are subsequently approved, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 17. APPOINTMENT OF REGISTRAR AND PAYING AGENT. U.S. Bank National Association is hereby appointed as Registrar and Paying Agent for the Series 2017 Bonds. The Chairman and the Clerk are hereby authorized to enter into any agreements with such Registrar and Paying Agent, which may be necessary to reflect the obligation of such Registrar and Paying Agent to accept and perform the respective duties imposed upon each and to effectuate the transactions contemplated, by this Resolution.

SECTION 18. TAX COVENANT. The Issuer covenants to the Holders of the Series 2017 Bonds provided for in the Bond Resolution that the Issuer will not make any use of the proceeds of the Series 2017 Bonds at any time during the term of the Series 2017 Bonds which would cause the Series 2017 Bonds to be "arbitrage bonds" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2017 Bonds from the gross income of the Holders thereof for purposes of federal income taxation.

SECTION 19. AMENDMENT OF RESOLUTION NO. R2002-145.

A. Section 2. "DEFINITIONS" of Resolution No. R2002-145 is hereby amended by adding the following paragraph to paragraph (B) of the definition of "Bond Service Requirement":

In computing the Bond Service Requirement for any balloon indebtedness, such balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of the Bond Service Requirement. For purposes of this paragraph, "balloon indebtedness" includes any indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Any put or tender rights with respect to any indebtedness shall be ignored and such debt shall be assumed to mature as otherwise provided in the instrument evidencing such debt, solely for the purposes of computing the Bond Service Requirement.

B. Section 2. "DEFINITIONS" of Resolution No. R2002-145 is hereby amended as follows:

"Reserve Requirement", for each Series of Bonds, shall have such meaning as determined by and defined in a supplemental resolution for such Series of Bonds.

SECTION 20. NO PERSONAL LIABILITY; AUTHORIZATION OF ALL OTHER NECESSARY ACTION. Neither the members of the Board nor any person executing the Series 2017 Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof. The Chairman, Vice-Chairman and Clerk of the Issuer, the County Attorney and Bryant Miller Olive P.A., Bond Counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the Series 2017 Bonds, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Series 2017 Bonds and which are not inconsistent with the terms and provisions of the Bond Resolution and other actions relating to the Series 2017 Bonds heretofore taken by the Issuer, including sale and purchase of investments.

SECTION 21. CONFLICTS. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby supplemented and amended to conform with the provisions herein contained and except as otherwise modified, supplemented and amended hereby shall remain in full force and effect.

SECTION 22. SEVERABILITY. If any word, phrase, clause, section, or portion of this Resolution shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 23. EFFECTIVE DATE. This Resolution shall have effect upon adoption.

PASSED AND ADOPTED on this 25th day of May, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

(SEAL)

By:_____
D. B. Underhill, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

Approved as to form and legality:

By:_____
County Attorney

EXHIBIT "A"
FORM OF BOND PURCHASE AGREEMENT

[Follows]

BOND PURCHASE AGREEMENT

Escambia County, Florida
Sales Tax Revenue Bonds, Series 2017

June __, 2017

Escambia County, Florida
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the *"Representative"* or *"RBC CM"*) acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the *"Underwriters"*), offers to enter into the following agreement (this "*Agreement*") with Escambia County, Florida (the *"Issuer"*) which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 2:00 p.m., Eastern Daylight time, on June __, 2017, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's Sales Tax Revenue Bonds, Series 2017 (the *"Bonds"*). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriters in which the Underwriters are acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriters are acting solely in their capacity as underwriters for their own accounts, (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Representative has been duly authorized to execute this Agreement and to act hereunder.

   The principal amount of the Bonds to be issued, the dated date therefor, interest rates per annum, prices and/or yields, the maturities and sinking fund and optional redemption provisions are set forth in Schedule II hereto. The Bonds shall be as described in, and shall be issued and secured under and

pursuant to the provisions of Resolution No. R2002-145 adopted by the Issuer on September 11, 2002, as amended and supplemented by Resolution No. R2017-___ adopted by the Issuer on April __, 2017 (the "Bond Resolution"). [_____ (the "Bond Insurer") will issue its municipal bond insurance policy (the "Insurance Policy") guaranteeing the payment of principal of and interest on the Bonds when due and its debt service reserve insurance policy (the "Reserve Surety") to fund the debt service reserve account for the Bonds.]

The aggregate principal amount of the Bonds is $_____ and the purchase price for the Bonds shall be $_____ plus interest accrued on the Bonds from the dated date of the Bonds to the Closing Date (as hereinafter defined). The discount of $_____ represents an underwriting discount of $_____ [and a [net] original issue discount/premium of $_____].

Delivered to the Issuer herewith as a good faith deposit is a check payable to the order of the Issuer in clearing house funds in the amount of [$_____]. In the event you accept this offer, such check shall be held uncashed by you until the time of Closing, at which time such check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Agreement, such check will be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Agreement (unless waived by the Underwriters), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, such check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, such check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Section 10 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

In accordance with Section 218.385, Florida Statutes, the Underwriters hereby disclose the information required by such Section, including a truth-in-bonding statement, as provided in Schedule II attached hereto.

2. *Public Offering.* The Underwriters agree to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

Simultaneously with or prior to the delivery of the Bonds, at the request of the Issuer or Bond Counsel (defined herein), the Representative shall furnish to the Issuer a certificate to the effect that (a) the Underwriters made a bona fide public offering of the Bonds at the Offering Prices, and (b) to the best of the knowledge, information and belief of the Representative, (i) a substantial amount of the Bonds (at least 10% of the aggregate face amount of each maturity) was sold to the public (excluding bond houses, brokers and other intermediaries) at prices no higher than the Offering Prices or (ii) a substantial amount of the Bonds was sold at or below the Offering Prices, ubject to the reasonable approval by Bond Counsel based on facts in existence on the date of Closing relating to the tax exempt status of the Bonds. If the Representative is unable to state the matters set forth in this paragraph, such certificate shall state such actual facts as to the amount of the Bonds sold to the

public (excluding bond houses, brokers and other intermediaries) and the price therefor, as Bond Counsel may reasonably request. The foregoing may expressly rely on information obtained or derived from other underwriters, bond houses and brokers selling the Bonds, without independent verification thereof, and must state that the Representative has no reason to believe that the statements in the certificate are untrue or incorrect in any material respect.

3. *The Official Statement.*

(a) The Preliminary Official Statement dated May __, 2017 (the *"Preliminary Official Statement"*), including the cover page and Appendices thereto, of the Issuer relating to the Bonds, as amended to reflect the pricing terms of the Bonds, is hereinafter called the *"Official Statement."*

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the *"Rule"*).

(c) The Issuer represents that the governing body of the Issuer has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions,

certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Representative hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. *Representations , Warranties , and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a political subdivision of the State of Florida (the *"State"*) duly created, organized and existing under the laws of the State, specifically Chapter 125, Florida Statutes, as amended and supplemented (the *"Act"*), and has full legal right, power and authority under the Act, and at the date of the Closing will have full legal right, power and authority under the Act and the Bond Resolution (i) to enter into, execute and deliver this Agreement, the Bond Resolution and the Continuing Disclosure Undertaking (the "*Undertaking*") as defined in Section 6(j)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Resolution, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the *"Issuer Documents"*), (ii) to sell, issue and deliver the Bonds to the Underwriters as provided herein, (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and (iv) to pledge and grant a lien upon the Pledged Revenues for payment of the principal of, redemption premium, if any, and interest on the Bonds pursuant to the Bond Resolution;and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its

property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds, the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Resolution

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds;

(f) The Bonds conform to the descriptions thereof contained in the Official Statement on the cover and inside cover pages and under the caption "DESCRIPTION OF THE SERIES 2017 BONDS"; the Bond Resolution conforms to the description thereof contained in the Official Statement under the caption "SOURCES AND SECURITY FOR THE PAYMENT OF THE SERIES 2017 BONDS" and in Appendix C; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the captions "SOURCES AND USES OF FUNDS and "THE PROJECT" and the Undertaking conforms to the description thereof contained in the Official Statement under the caption "DISCLOSURE MATTERS – Continuing Disclosure".

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, the distribution of the Sales Tax Revenues (as defined in the Bond Resolution) or the collection or distribution of the sales taxes from which the Sales Tax Revenues are derived or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request (A) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding the Issuer, in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) Prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds without the prior approval of the Representative;

(o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein;

5. *Closing.*

(a) At _____] [a.m./p.m.] Central Time, on June __, 2017. or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the *"Closing"*), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriters duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by a certified or bank cashier's check or checks or wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Issuer, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the Bonds shall be made to The Depository Trust Company, New York, New York. The Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution, and shall be made available to the Representative at least one business day before the Closing for purposes of inspection.

6. *Closing Conditions*. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel, Disclosure Counsel and the County Attornty to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the bond registrar shall have duly authenticated the Bonds;

(e) [At or prior to the Closing, the Bond Insurance Policy shall have been duly issued and delivered by the [Bond Insurer];

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the

Representative, is material and adverse and that makes it, in the judgment of the Representative, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Representative;

(i) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by the Chairman of the Board of County Commissioners, or such other official as may have been agreed to by the Representative, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Resolution with such supplements or amendments as may have been agreed to by the Representative;

(3) The Undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;

(4) the approving opinion of Bond Counsel with respect to the Bonds, in substantially the form attached to the Official Statement;

(5) a supplemental opinion of Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Bond Resolution has been duly adopted and is in full force and effect;

(ii) the Bonds are exempted securities under the Securities Act of 1933, as amended (the *"1933 Act"*), and the Trust Indenture Act of 1939, as amended (the *"Trust Indenture Act"*) and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Bond Resolution under the Trust Indenture Act;

(iii) the information contained in the Official Statement under the following headings insofar as such information purports to be summaries or descriptions of the Resolution, the Bonds, or state or federal law, are fair and accurate statements or summaries of such information: "INTRODUCTION," "DESCRIPTION OF THE SERIES 2017 BONDS" (other than the information under the subheading "Book-Entry Only System"), "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2017 BONDS" and the information under "TAX MATTERS" and in Appendices C and D fairly and accurately summarizes the matters purported to be summarized therein, but excluding statements contained under any other heading to which reference is made under such headings or Appendices and any financial and statistical information included therein, as to which no opinion need be expressed

(iv) based on the examinations which they have made as Bond Counsel and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy or completeness of the statements in the Official Statement other than those described in subparagraph (iii) of this subsection above, such counsel has no reason to believe that the Official Statement as of its date and as of the date hereof contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical data included in the Official Statement and except for information regarding the Depository and its book-entry system and information regarding the Bond Insurer, in each case as to which no view need be expressed);

(6) An opinion, dated the date of the Closing and addressed to the Issuer with a reliance letter to the Underwriters, of Disclosure Counsel, to the effect that:

(i) the Bonds are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act and the Bond Resolution need not be qualified under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding the Depository and its book-entry system [and information regarding the Bond Insurer]

(7) An opinion of the Issuer's Counsel, addressed to the Underwriters, to the effect that:

(i) The Issuer is a political subdivision of the State of Florida (the *"State"*) duly created, organized and existing under the laws of the State, specifically Chapter 125, Florida Statutes, as amended and supplemented (the *"Act"*), and has full legal right, power and authority under the Act and the Bond Resolution (A) to enter into, execute and deliver the Issuer Documents and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (B) to sell, issue and deliver the Bonds to the Underwriters as provided herein, and (C) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (A) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (B) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds, the Issuer Documents, and (C) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out,

give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(iii) The Bond Resolution was duly and validly adopted by the Issuer and is in full force and effect; the Bond Resolution and all other proceedings pertinent to the validity and enforceability of the Bonds have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Issuer and in compliance with the Constitution and laws of the State, including the Act;

(iv) The Issuer Documents have been duly authorized, executed and delivered by the Issuer, and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights; and the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;

(v) The distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the Issuer;

(vi) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been obtained;

(vii) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, after due inquiry threatened against the Issuer, affecting the corporate existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, the distribution of the Sales Tax Revenues (as defined in the Bond Resolution) or the collection or distribution of the sales taxes from which the Sales Tax Revenues are derived or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes. or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, or the Issuer Documents;

(viii) The execution and delivery of the Issuer Documents and compliance by the Issuer with the provisions hereof and thereof, under the circumstances contemplated herein and therein, will not conflict with or constitute on the part of the Issuer a material breach of or a default under any agreement or instrument to which the Issuer is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the Issuer is subject; and

(ix) Based on the examination which such counsel has caused to be made and its participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, such counsel has no reason to believe that the Official Statement as of its date and as of the date hereof contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect (except for any financial forecast, technical and statistical data included in the Official Statement and except for information regarding the Depository and its book-entry system and information regarding the Bond Insurer, in each case as to which no view need be expressed.

(8) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding or tax challenge against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, including payments on the Bonds, pursuant to the Bond Resolution, and other income or the distribution of the Sales Tax Revenues (as defined in the Bond Resolution) or the collection or distribution of the sales taxes from which the Sales Tax Revenues are derived, or the pledge thereof to pay the principal of and interest on the Bonds; (iii) the resolutions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(9) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters (i) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the *"Code"*), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (ii) certifying that to the best of the knowledge and belief of the Issuer there are no other

facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds;

(11) [A letter from the Issuer's Auditor with respect to the performance of certain agreed upon procedures requested by the Representative;]

(12) Evidence satisfactory to the Representative that the Bonds have been rated by the rating agencies as described in the Official Statement under the caption "RATINGS" and that all such ratings are in effect as of the date of Closing;

(13) [A copy of the Bond Insurance Policy together with an opinion of counsel to the Bond Insurer in form and substance satisfactory to the Representative];

(14) [A certificate of the Bond Insurer with respect to the accuracy of statements contained in the Official Statement regarding the Bond Inurance Policy and the Bond Insurer and the due authorization execution issuance and delivery of the Bond Inurance Policy;

(15) Such additional legal opinions, certificates, instruments and other documents as the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 4, 7 and 9(c) hereof shall continue in full force and effect.

7. *Termination.* The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Representative, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the legislature of the State or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or

other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon interest received on obligations of the general character of the Bonds or, with respect to State taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or state income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriters;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the levy, collection and distribution of the Sales Tax Revenues or the sales taxes from which the Sales Tax Revenues are derived;

(g) any event occurring, or information becoming known which, in the judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred any materially adverse change in the affairs or financial condition of the Issuer or of the Pledge Revenues;

(i) Between the date hereof and the Closing, the Issuer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, other than as described in the Official Statement, in either case payable from the Pledged Revenues;

(j) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;

(k) there shall have occurred any national or international calamity or crisis in the financial markets or otherwise of the United States or elsewhere;

(l) any fact or event shall exist or have existed that, in the Representative's judgment, requires or has required an amendment of or supplement to the Official Statement;

(m) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations or any rating of the Insurer; and

(n) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

8. *Expenses.*

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, Issuer Counsel, Disclosure Counsel and Special Tax Counsel, if any; (iii) the fees and disbursements of the Financial Advisor to the Issuer, if any; (iv) the fees and disbursements of any Trustee, Paying Agent or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (v) all fees and expenses in connection with obtaining bond ratings and the Bond Insurance Policy. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs. In the event that either party shall have paid obligations of the other as set forth in this Section 8, adjustment shall be made at the time of the Closing.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(c) Except as provided for above, the Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters.

(d) If this Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or

if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriters) reasonably incurred by the Underwriters in connection with this Agreement or the offering contemplated hereunder.

9. *Notices*. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at 221 Palafox Place, Suite 420, Pensacola, Florida, Attention: County Adminsitrator, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to RBC CM, 1650 Prudential Drive, Suite 101, Jacksonville, FL 32207, Attention: Mitch Owens.

10. *Parties in Interest*. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

11. *Effectiveness*. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

12. *Choice of Law*. This Agreement shall be governed by and construed in accordance with the law of the State.

13. *Severability*. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

14. *Business Day*. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

15. *Section Headings*. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

16. *Counterparts*. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriters. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT FOR THE PURCHASE OF THE ESCAMBIA COUNTY, FLORIDA SALES TAX REVENUE BONDS, SERIES 2017 BETWEEN ESCAMBIA COUNTY, FLORIDA AND RBC CAPITAL MARKETS, LLC, AS REPRESENTATIVE OF THE UNDERWRITERS.]

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By _____

Name Mitchell Owens

Title Managing Director

Date June __, 2017

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT FOR THE PURCHASE OF THE ESCAMBIA COUNTY, FLORIDA SALES TAX REVENUE BONDS, SERIES 2017 BETWEEN ESCAMBIA COUNTY, FLORIDA AND RBC CAPITAL MARKETS, LLC, AS REPRESENTATIVE OF THE UNDERWRITERS.]

ACCEPTANCE

ACCEPTED at _____ [a.m./p.m.] Central Time this _____ day of June, 2017

ESCAMBIA COUNTY, FLORIDA

By _____

Name _____

Title Chairman, Board of County Commissioners

SCHEDULE I

UNDERWRITERS

Raymond James

Wells Fargo Bank, N.A.

Schedule II

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

$_____
ESCAMBIA COUNTY, FLORIDA
Sales Tax Revenue Bonds, Series 2017

$_____Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Yield	Price

*
*

*Price and Yield calculated to First Optional Call Date

$_____ ___% Term Bonds due October 1, 20__, Yield _____%, Price _____

Optional Redemption

The Bonds maturing on or before October 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing on and after October 1, 20__ are subject to redemption at the option of the Issuer from any legally available revenues in whole or in part, at any time, on or after October 1, 20__ in such order of maturities as may be determined by the Issuer (less than all of a single maturity to be selected by lot) at a redemption price of 100.00% of the principal amount to be redeemed, plus accrued interest to the date set for redemption.

Mandatory Redemption

The Term Bonds maturing on October 1, 20__ shall be subject to mandatory redemption in the following years and amounts:

Year	Amount
20__	$
20__*	$

*Maturity

Schedule II
DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

June __, 2017

Board of County Commissioners
Escambia County, Florida
221 Palafox Place, Suite 320
Pensacola, Florida 32502

Re: $_____ Escambia County, Florida Sales Tax Revenue Bonds, Series 2017

Dear Commissioners:

In connection with the proposed issuance by Escambia County, Florida (the "Issuer") of the referenced bonds (the "Bonds"), RBC Capital Markets, LLC and the other underwriters listed below (the "Underwriters") are underwriting a public offering of the Bonds.

The purpose of the following six paragraphs of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the purchase and sale of the Bonds, as follows:

- The nature and estimated amount of expenses to be incurred by the Underwriters in connection with the purchase and re-offering of the Bonds are set forth in Attachment 1 attached hereto.

- There are no "finders," as defined in Section 218.386, Florida Statutes, as amended, connected with the sale and purchase of the Bonds.

- The underwriting spread, the difference between the price at which the Bonds will be initially offered to the public by the Underwriter and the price to be paid to the Issuer for the Bonds will be $_____ per $1,000 of Bonds issued.

- As part of the estimated underwriting spread set forth in paragraph (c) above, the Underwriters will charge a management fee of $__ per $1,000 of Bonds issued.

- No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds to any person not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a),

- The name and address of the Underwriters are:

  RBC Capital Markets, LLC
  1650 Prudential Drive, #101
  Jacksonville, Florida 32202

Raymond James
880 Carillon Parkway
St. Petersburg, Florida 33716

Wells Fargo
2363 Gulf to Bay Blvd. #200
Clearwater, Florida 33765

The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) The Issuer is proposing to issue $_____ of the Bonds for the principal purposes of (1) financing a jail and other capital projects, and (2) paying certain costs and expenses relating to the issuance of the Bonds. This obligation is expected to be repaid over a period of approximately __ years. At a true interest cost of approximately _____ %, total interest paid over the life of the Bonds will be $_____.

The source of repayment or security of the Bonds is the Pledged Revenues, which Pledged Revenues include amounts received by the Issuer from the Local Government Half Cent Sales Tax Trust Fund pursuant to the provisions of Chapter 218, Part VI, Florida Statutes, and moneys on deposit in various funds and accounts, as such terms are defined in the Bond Resolution. Authorizing this debt will result in an average of $_____ (average annual debt service) of such Pledged Revenues not being available to finance other services of the Issuer each year for approximately __ years.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Very truly yours,

RBC CAPITAL MARKETS, LLC, as representative of the Underwriters

_____
Title: Managing Director

ATTACHMENT 1

Underwriter's Estimated Expenses

	$/1000	Amount
Underwriter's Counsel		
Bookrunning		
Day Loan		
CUSIP		
DTC		
Miscellaneous		
Total:		

EXHIBIT "B"
FORM OF PRELIMINARY OFFICIAL STATEMENT

[Follows]

PRELIMINARY OFFICIAL STATEMENT DATED MAY ___, 2017

NEW ISSUE – BOOK ENTRY-ONLY **RATINGS: See "Ratings" herein**

In the opinion of Bond Counsel, assuming compliance by the County with certain covenants, under existing statutes, regulations and judicial decisions, the interest on the Series 2017 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. However, interest on the Series 2017 Bonds shall be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2017 Bonds.

$_____*
ESCAMBIA COUNTY, FLORIDA
SALES TAX REVENUE BONDS, SERIES 2017

Dated: Date of Delivery **Due: October 1, as shown on the inside cover**

The $_____* Sales Tax Revenue Bonds, Series 2017 (the "Series 2017 Bonds") are being issued by Escambia County, Florida (the "County") to finance the acquisition and construction of improvements to County facilities. The Series 2017 Bonds are being issued as fully registered Bonds in denominations of $5,000 or any integral multiple thereof. Interest on the Series 2017 Bonds is payable on April 1 and October 1 of each year, commencing October 1, 2017 (each, an "Interest Payment Date") to the Registered Owners of the Series 2017 Bonds shown on the registration books of the County held by U.S. Bank National Association, Orlando, Florida, as Registrar and Paying Agent (the "Registrar and Paying Agent") on the fifteenth day (whether or not a business day) of the calendar month next preceding an Interest Payment Date, by check or draft mailed to such Registered Owners by the Registrar and Paying Agent. The principal of the Series 2017 Bonds will be payable upon presentation and surrender of the Series 2017 Bonds at the corporate trust office of the Registrar and Paying Agent in U.S. Bank National Association, Orlando, Florida. The Series 2017 Bonds will initially be registered in the name of Cede & Co. as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC"), an automated depository for securities and clearing house for securities transactions. Purchasers of the Series 2017 Bonds (the "Beneficial Owners") will not receive physical delivery of the Series 2017 Bonds. So long as DTC, or its nominee, is the Registered Owner of the Series 2017 Bonds, payment of the principal of and interest on the Series 2017 Bonds will be provided directly to DTC, which will in turn remit such payments to the DTC Participants, for subsequent disbursement to the Beneficial Owners (as defined herein) of the Series 2017 Bonds. See "DESCRIPTION OF THE SERIES 2017 BONDS – Book Entry-Only" herein.

The Series 2017 Bonds are subject to redemption prior to maturity, as more fully described herein.

The Series 2017 Bonds are being issued to (1) finance the development and construction of improvements to County facilities, including the construction of a new County jail, and (2) pay the costs of issuance of the Series 2017 Bonds. For additional information, see "THE PROJECT" herein.

The Series 2017 Bonds are being issued under the authority of Chapter 125, Part I, Florida Statutes, and other applicable provisions of law (the "Act") and pursuant to the provisions of Resolution No. 2002-145, duly adopted by the Board of County Commissioners of the County on September 11, 2002, as amended and supplemented, and particularly as amended and supplemented by Resolution No. _____, duly adopted on May 25, 2017 (collectively, the "Resolution").

The Series 2017 Bonds are payable from and secured by a lien upon and pledge of the Pledged Revenues, which includes the Sales Tax Revenues, and, subject to the application for the purposes and in the manner provided in the Resolution, the moneys and investments in the funds and accounts, other than the Rebate Fund, created and held under the Resolution and the investment earnings thereon. The Series 2017 Bonds are secured on a parity as to the Pledged Revenues with the County's Sales Tax Refunding Revenue Bond, Series 2011, its 2012 Sales Tax Refunding Revenue Note, and any Additional Parity Bonds issued pursuant to the Resolution.

THE SERIES 2017 BONDS AND THE INTEREST THEREON DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE OF FLORIDA, THE COUNTY, OR ANY OTHER POLITICAL SUBDIVISION THEREOF (OTHER THAN AS A SPECIAL OBLIGATION OF THE COUNTY) AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR THE COUNTY OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2017 BONDS OR THE INTEREST THEREON.

The County has received a commitment from _____ to guarantee the scheduled payment of principal of and interest on the Series 2017 Bonds when due under a financial guaranty insurance policy to be issued concurrently with the issuance of the Series 2017 Bonds. The decision as to which of the Series 2017 Bonds, if any, such policy shall apply to will be made by the County at the time of pricing the Series 2017 Bonds.

SEE THE INSIDE COVER PAGE FOR MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS.

This cover page is not intended to be a summary of the terms or security provisions of the Series 2017 Bonds. Investors are advised to read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2017 Bonds are offered for delivery when, as and if issued and received by the Underwriters, subject to the approval of legality by Bryant Miller Olive P.A., Miami, Florida, Bond Counsel. Nabors, Giblin & Nickerson, P.A., Tampa, Florida, is serving as Disclosure Counsel to the County. FirstSouthwest, a Division of Hilltop Securities Inc., Orlando, Florida, is serving as Financial Advisor to the County. Certain legal matters will be passed upon for the County by its County Attorney, Alison Rogers, Esquire, Pensacola, Florida. Akerman LLP, Jacksonville, Florida, is acting as Counsel to the Underwriters. It is expected that the Series 2017 Bonds will be available for delivery through DTC in New York, New York on or about June ___, 2017.

RBC CAPITAL MARKETS

Raymond James & Company **Wells Fargo Securities**

Dated: June ___, 2017

*Preliminary, subject to change.

$_____*

ESCAMBIA COUNTY, FLORIDA
SALES TAX REVENUE BONDS, SERIES 2017

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES OR YIELDS AND INITIAL CUSIP NUMBERS

$_____ Serial Series 2017 Bonds

Maturity (October 1)	Principal Amounts	Interest Rates	Price or Yield	Initial CUSIP Number††

$_____ _____% Term Bonds due October 1, 20___ -- Price ____%† Initial CUSIP No.* _____

$_____ _____% Term Bonds due October 1, 20___ -- Price ____%† Initial CUSIP No.* _____

* Preliminary, subject to change.

† Priced to the October 1, 20___ optional par call.

†† The County shall not be responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

ESCAMBIA COUNTY, FLORIDA
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

THE BOARD OF COUNTY COMMISSIONERS
Doug Underhill, Chairman
Jeff Bergosh, Vice-Chair
Lumon May, Commissioner
Grover C. Robinson IV, Commissioner
Steven Barry, Commissioner

CLERK OF THE CIRCUIT COURT
Pam Childers

COUNTY ADMINISTRATOR
Jack Brown

BUDGET MANAGER
Stephan D. Hall

COUNTY ATTORNEY
Alison Rogers

FINANCIAL ADVISOR
FirstSouthwest, a Division of Hilltop Securities Inc.
Orlando, Florida

BOND COUNSEL
Bryant Miller Olive P.A.
Miami, Florida

DISCLOSURE COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

No dealer, broker, salesman or other person has been authorized by the County to give any information or to make any representation with respect to the Series 2017 Bonds other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell nor the solicitation of an offer to buy, nor will there be any sale of the Series 2017 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE COUNTY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, AND WHILE NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY, IS BELIEVED TO BE CORRECT. THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS A PART OF THEIR RESPONSIBILITIES TO INVESTORS UNDER FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION STATED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE DELIVERY OF THIS OFFICIAL STATEMENT WILL NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COUNTY SINCE THE DATE HEREOF.

THIS OFFICIAL STATEMENT CONTAINS CERTAIN PROJECTIONS AND ESTIMATES, AS WELL AS ASSUMPTIONS MADE BY THE COUNTY BASED UPON INFORMATION CURRENTLY AVAILABLE TO THE COUNTY. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS "ANTICIPATE," "ESTIMATE," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY PROJECTIONS AND ESTIMATES. SUCH STATEMENTS ARE SUBJECT TO CERTAIN RISKS, UNCERTAINTIES AND ASSUMPTIONS. SHOULD ONE OR MORE OF THESE RISKS OR UNCERTAINTIES MATERIALIZE, OR SHOULD UNDERLYING ASSUMPTIONS PROVE INCORRECT, ACTUAL RESULTS MAY VARY MATERIALLY FROM THOSE ANTICIPATED, ESTIMATED OR EXPECTED. THE ASSUMPTIONS AND EXPECTATIONS CONCERNING THE RECEIPT IN FUTURE YEARS OF THE SALES TAX REVENUES THAT SECURE THE SERIES 2017 BONDS ARE SUBJECT TO VARIOUS UNCERTAINTIES THAT MAY ADVERSELY AFFECT THE AMOUNT OF PLEDGED REVENUES COLLECTED BY THE COUNTY.

THE SERIES 2017 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2017 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2017 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE

REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2017 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

References herein to laws, rules, regulations, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement they will be furnished on request from Jack Brown, County Administrator, 221 Palafox Place, Pensacola, Florida 32502, Telephone No. (850) 595-4947.

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OFFICIAL STATEMENT
relating to

**$_____*
ESCAMBIA COUNTY, FLORIDA
SALES TAX REVENUE BONDS, SERIES 2017**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and the Appendices hereto, is to furnish information with respect to the issuance by Escambia County, Florida (the "County"), of its $_____* Sales Tax Revenue Bonds, Series 2017 (the "Series 2017 Bonds").

The meaning of capitalized terms used herein shall be as defined in the Resolution (as herein defined), unless otherwise defined herein or where the context would clearly indicate otherwise. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to the originals of all such documents for full and complete statements of all matters of fact relating to the Series 2017 Bonds, the security for the payment of the Series 2017 Bonds, and the rights and obligations of Registered Owners thereof. Copies of such documents, agreements, reports and statements that are not included in their entirety in this Official Statement may be obtained from the office of the County Administrator.

The assumptions, estimates, projections and matters of opinion contained in this Official Statement, whether or not so expressly stated, are set forth as such and not as matters of fact, and no representation is made that any of the assumptions or matters of opinion herein are valid or that any projections or estimates contained herein will be realized. Neither this Official Statement nor any other statement which may have been made verbally or in writing in connection with the Series 2017 Bonds, other than the Resolution, is to be construed as a contract with the Registered Owners of the Series 2017 Bonds.

For a description of the terms and conditions of the Series 2017 Bonds, reference is made to the Resolution, included in Appendix C to this Official Statement. The description of the Resolution and the Series 2017 Bonds contained herein do not purport to be comprehensive or definitive, and reference is made to the Resolution, on file with the County, for the complete terms thereof. The term "Bonds" as used herein refers to the Series 2017 Bonds offered hereby together with the County's Sales Tax Refunding Revenue Bond, Series 2011, its 2012 Sales Tax Refunding Revenue Note, and any Additional Parity Bonds issued in the future under the Resolution.

*Preliminary, subject to change.

AUTHORITY FOR ISSUANCE OF THE SERIES 2017 BONDS

The Series 2017 Bonds are authorized to be issued pursuant to Chapter 125, Part I, Florida Statutes, and other applicable provisions of law (the "Act"), and Resolution No. 2002-145, duly adopted by the Board of County Commissioners (the "Board") of the County on September 11, 2002, as amended and supplemented (the "Bond Resolution"), and particularly as amended and supplemented by Resolution No. _____, duly adopted on May 25, 2017 (the "Series Resolution," and, together with the Bond Resolution, the "Resolution"). The Bond Resolution and form of the Series Resolution are attached hereto as Appendix C.

PURPOSE OF THE SERIES 2017 BONDS

The proceeds of the Series 2017 Bonds will be used by the County pursuant to the Resolution to provide funds for the purpose of (i) financing the costs of the acquisition and construction of improvements to County facilities, including a new County jail, and (ii) paying certain expenses related to the issuance and sale of the Series 2017 Bonds. See the information under the heading "THE PROJECT" herein.

SOURCES AND USES OF FUNDS

The table that follows summarizes the sources and uses of funds to be derived from the sale of the Series 2017 Bonds.

SOURCES:	
Principal Amount of Series 2017 Bonds	$
Net Original Issue Premium/Discount	
TOTAL SOURCES	$
USES:	
Deposit to Project Fund	$
Cost of Issuance[1]	
TOTAL USES	$

[1] Includes underwriters' discount, legal and financial advisory fees, insurance premiums, if applicable, rating agencies fees and printing costs.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

DEBT SERVICE SCHEDULE

The following table sets forth the scheduled annual debt service payments on the Series 2017 Bonds and the other Outstanding Bonds.

Bond Year Ending October 1	Series 2017 Bonds Principal	Series 2017 Bonds Interest	Outstanding Parity Bonds[1]	Total Debt Service[2]
2017			$5,372,374	
2018			5,372,842	
2019			5,370,351	
2020			5,372,650	
2021			5,366,386	
2022			5,369,760	
2023			5,369,746	
2024			5,373,374	
2025			5,369,378	
2026			5,368,893	
2027			5,369,712	
2028			5,367,966	
2029			5,364,850	
2030			5,369,024	
2031			5,373,923	
2032			5,374,801	
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
Totals			$85,926,029	

(1) Assumes that the Sales Tax Refunding Revenue Bond, Series 2011 matures on October 1, 2031 with no change in the interest rate of 3.06%; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory redemption at the option of the owner of the Bond on October 1, 2026. Further, assumes that the 2012 Sales Tax Refunding Revenue Note matures on October 1, 2032 with no change in the interest rate of 2.82%; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory prepayment at the option of the owner of the Note on October 1, 2027 or any date thereafter through but not including October 1, 2028.

(2) Totals may not add due to rounding.

DESCRIPTION OF THE SERIES 2017 BONDS

General

The Series 2017 Bonds will be dated their date of delivery, will be issued in fully registered form, in the denominations of $5,000 each or integral multiples thereof, and will bear interest, computed on the basis of a 360-day year, consisting of twelve 30-day months, at the rates and mature on the dates set forth on the inside cover page of this Official Statement. Interest on the Series 2017 Bonds will be payable on October 1, 2017 and semiannually thereafter on April 1 and October 1 of each year. Principal of, redemption premium, if any, and interest on the Series 2017 Bonds will be payable in the manner described under "DESCRIPTION OF THE SERIES 2017 BONDS – Book Entry-Only System" herein. The Registrar and Paying Agent for the Series 2017 Bonds is U.S. Bank National Association, Orlando, Florida. The Series 2017 Bonds will be subject to redemption as described under "DESCRIPTION OF THE SERIES 2017 BONDS -- Redemption Provisions" herein.

The Series 2017 Bonds will bear a Certificate of Authentication to be manually executed by the Registrar, and no Series 2017 Bond will be valid or obligatory for any purpose unless the Certificate of Authentication thereon has been duly executed by the Registrar.

Book Entry-Only System

The information provided immediately below concerning DTC and the Book Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters, the County or U.S. Bank National Association, Orlando, Florida, as Bond Registrar (the "Bond Registrar").

Unless the book entry system described herein is terminated, DTC will act as securities depository for the Series 2017 Bonds. The Series 2017 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One or more fully-registered bond certificates will be issued for the Series 2017 Bonds, and will be deposited with the Bond Registrar on behalf of DTC. Individual purchases of beneficial interests in the Series 2017 Bonds will be made in increments of $5,000 or integral multiples thereof.

DTC and its Participants. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book entry transfers and pledges between Direct Participants' accounts. This eliminates the need

for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's Rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The contents of such website do not constitute a part of this Official Statement.

Purchases. Purchases of the Series 2017 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2017 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2017 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2017 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Series 2017 Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Series 2017 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2017 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2017 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2017 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2017 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2017 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2017 Bonds may wish to ascertain that the nominee holding the Series 2017 Bonds for their benefit has agreed to obtain and transmit notices to

Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2017 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2017 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2017 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

NEITHER THE COUNTY NOR THE BOND REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2017 BONDS. THE COUNTY CANNOT PROVIDE ANY ASSURANCE THAT DTC, DIRECT PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2017 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR ANY NOTICES TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

Payments. Payments on the Series 2017 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bond Registrar on the relevant payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuance of Book Entry-Only System. DTC may discontinue providing its services as depository with respect to the Series 2017 Bonds at any time by giving reasonable notice to the County or the Bond Registrar. Under such circumstances, in the event that a successor depository is not obtained, certificated Series 2017 Bonds are required to be printed and delivered to the holders of record.

The County may decide to discontinue use of the system of book entry-only transfers through DTC (or a successor securities depository) with respect to the Series 2017 Bonds. Under current industry practices, however, DTC would notify its Direct or Indirect Participants of the County's decision but will only withdraw beneficial interests from a Series 2017 Bond at the request of any Direct or Indirect Participant. In that event, certificates for the Series 2017 Bonds will be printed and delivered.

No Assurance Regarding DTC Practices

The foregoing information in this section concerning DTC and DTC's book entry system has been obtained from sources that the County believes to be reliable, but the County, the Underwriters and the Bond Registrar take no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered owner of the Series 2017 Bonds as nominee of DTC, references herein to the holders or registered owners of the Series 2017 Bonds will mean Cede & Co. and will not mean the Beneficial Owners of the Series 2017 Bonds.

None of the County, the Bond Registrar or the Underwriters will have any responsibility or obligation to the Participants, DTC or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or by any Direct or Indirect Participant of DTC, (ii) payments or the providing of notice to the Direct Participants, the Indirect Participants or the Beneficial Owners, (iii) the selection by DTC or by any Direct or Indirect Participant of any Beneficial Owner to receive payment in the event of a partial redemption of the Series 2017 Bonds or (iv) any other action taken by DTC or its partnership nominee as owner of the Series 2017 Bonds.

Registration, Transfer and Exchange

The Series 2017 Bonds will be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Laws of the State of Florida, subject to the DTC Book Entry-Only System and to the provisions for registration, exchange and transfer contained in the Resolution and in the Series 2017 Bonds. The Series 2017 Bonds will be transferable only upon the registration books maintained for such purpose at the corporate trust office of the Registrar. So long as any of the Series 2017 Bonds remain outstanding, the Registrar must maintain and keep books for the registration of the Series 2017 Bonds.

All Series 2017 Bonds presented for transfer, exchange, or payment (if so required by the County or the Registrar) must be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the County or the Registrar, duly executed by the Registered Owner or by his or her duly authorized attorney.

The Registrar or the County may require payment from the Registered Owner or transferee of a sum sufficient to cover any tax, fee or other governmental charge that may be

imposed in connection with any exchange or transfer of the Series 2017 Bonds. Such charges and expenses shall be paid before any new Series 2017 Bonds shall be delivered.

The Registrar is not required to issue, transfer or exchange any Series 2017 Bonds between the Record Date and the relative Interest Payment Date on such Series 2017 Bonds or, in the case of any proposed redemption of Bonds, after any such Series 2017 Bonds or any portion thereof has been selected for redemption.

New Series 2017 Bonds delivered upon any transfer or exchange will be valid obligations of the County, evidencing the same debt as the Series 2017 Bonds surrendered, will be secured by the Resolution, and will be entitled to all of the security and benefits of the Resolution to the same extent as the Series 2017 Bonds surrendered.

The County and the Registrar may treat the Registered Owner of any Series 2017 Bond as the absolute owner thereof for all purposes, whether or not such Series 2017 Bond is overdue, and will not be bound by any notice to the contrary.

Redemption Provisions

Optional Redemption

The Series 2017 Bonds maturing on and prior to October 1, 20___, are not redeemable prior to their stated dates of maturity. The Series 2017 Bonds or portions thereof maturing on October 1, 20___, and thereafter, are redeemable prior to their stated dates of maturity, at the option of the County, in whole or in part on October 1, 20___, and on any date thereafter, at a price equal to the par amount thereof, together with accrued interest to the redemption date.

Mandatory Redemption

The Term Series 2017 Bonds maturing on October 1, 20___ are to be retired from amounts credited monthly to the Bond Amortization Account as mandatory Amortization Installments, which amounts are required to be sufficient to retire by October 1 of each year the principal amount of such Series 2017 Bonds set forth in the table below:

20____ Term Bonds

Year	Principal Amount
*	

*Maturity

The Term Series 2017 Bonds maturing on October 1, 20___ are to be retired from amounts credited monthly to the Bond Amortization Account as mandatory Amortization

Installments, which amounts are required to be sufficient to retire by October 1 of each year the principal amount of such Series 2017 Bonds set forth in the table below:

20___ Term Bonds

Year	Principal Amount
*	

*Maturity

Notice and Effect of Redemption

The Series 2017 Bonds shall be subject to such provisions regarding redemption as provided in the Resolution, as reflected below. Series 2017 Bonds in denominations greater than five thousand dollars ($5,000) shall be deemed to be an equivalent number of such Series 2017 Bonds of the denomination of five thousand dollars ($5,000). In the event a Series 2017 Bond is of a denomination greater than five thousand dollars ($5,000), a portion of such may be redeemed, but Series 2017 Bonds shall be redeemed only in the principal amount of five thousand dollars ($5,000) or any integral multiple thereof.

In the event any of the Series 2017 Bonds or portions thereof are called for redemption as aforesaid, notice thereof will be given by the Registrar in the name of the County, which notice shall specify the series and maturities and interest rates within maturities, if any, of the Series 2017 Bonds to be redeemed, the date of issue of such Series 2017 Bonds as originally issued, the redemption date and the place or places where amounts due upon such redemption will be payable and, if fewer than all of the Series 2017 Bonds of any like maturity and interest rate within maturities are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2017 Bonds so to be redeemed, the CUSIP numbers of such Series 2017 Bonds to be redeemed, and, in the case of the Series 2017 Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Series 2017 Bond to be redeemed the redemption price thereof, or the redemption price of the specified portions of the principal thereof in the case of Series 2017 Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days before the redemption date, to the Registered Owners of any Series 2017 Bonds or portions of Series 2017 Bonds which are to be redeemed, at their last addresses appearing upon the Bond Registrar at the close of business on the last business day of the month preceding the month in which notice is mailed. Failure to give such notice to the Registered Owner of any Series 2017 Bonds or any defect therein shall not affect the validity of the proceedings for the redemption of Series 2017 Bonds.

In addition to the foregoing notice, further notice shall be given by the Registrar as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed:

(i) Each further notice of redemption shall be sent at least thirty-five days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comparable to the Series 2017 Bonds (such depositories now being The Depository Trust Company, Midwest Securities Trust Company, and Philadelphia Depository Trust Company) and to one or more national information services that dissemination notices of redemption of obligations such as the Series 2017 Bonds (such as Kenny Information Service, Moody's "Municipal and Government", and Standard & Poor's Corporation "Called Bond Record").

(ii) Upon the payment of the redemption price of Series 2017 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Series 2017 Bonds being redeemed with the proceeds of such check or other transfer.

Any provision of the Resolution to the contrary notwithstanding, no notice of redemption of any Series 2017 Bonds at the option of the County (and not by operation of the Bond Amortization Account), shall be given by the Registrar unless provision has been made for the deposit with the Paying Agent of sufficient funds to redeem such Series 2017 Bonds prior to the giving of such notice as required in the Resolution.

Notice having been mailed to the Registered Owners in the manner and under the conditions hereinabove provided, the Series 2017 Bonds or portions thereof so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Series 2017 Bonds or portions of such Series 2017 Bonds on such date. On the date so designated for redemption, notice having been mailed and filed and moneys for payment of the redemption price being held in separate accounts in trust for the holders of the Series 2017 Bonds or portions thereof to be redeemed, all as provided in the Resolution, interest on the Series 2017 Bonds or portions of such Series 2017 Bonds so called for redemption shall cease to accrue, such Series 2017 Bonds and portions of such Series 2017 Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and the holders of such Series 2017 Bonds or portions of such Series 2017 Bonds, shall have no rights in respect thereof except to receive payment of the redemption price thereof from such moneys.

SOURCES OF AND SECURITY FOR PAYMENT OF THE SERIES 2017 BONDS

General

The principal of, premium, if any, and interest on the Series 2017 Bonds will be payable from and will be secured solely by a lien upon and a pledge of (i) the Sales Tax Revenues, and

(ii), subject to the application for the purposes and in the manner provide in the Resolution, the moneys and investments in the funds and accounts, other than the Rebate Fund, created and held under the Resolution and the investment earnings thereon (collectively, the "Pledged Revenues"). See "PLEDGED REVENUES" herein. The Series 2017 Bonds are secured by the Pledged Revenues on a parity with the County's Sales Tax Refunding Revenue Bond, Series 2011 and its 2012 Sales Tax Refunding Revenue Note, which are currently outstanding in the combined aggregate principal amount of $67,790,000. The Series 2017 Bonds, Series 2011 Bond, Series 2012 Note and any Additional Parity Bonds hereafter issued pursuant to the Resolution are collectively referred to herein as the "Bonds".

Limited Obligations

THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2017 BONDS WILL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION, AND THE COUNTY IS NOT OBLIGATED TO LEVY ANY AD VALOREM TAXES FOR THE PAYMENT THEREOF. NEITHER THE FULL FAITH AND CREDIT NOR THE AD VALOREM TAXING POWER OF THE COUNTY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO SUCH PAYMENT, AND NO OWNER OF ANY SERIES 2017 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH SERIES 2017 BOND, OR BE ENTITLED TO PAYMENT THEREOF FROM ANY MONEYS OF THE COUNTY EXCEPT FROM THE PLEDGED REVENUES IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2017 BONDS DO NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF OR IN THE COUNTY, OTHER THAN THE PLEDGED REVENUES, IN THE MANNER PROVIDED IN THE RESOLUTION.

Establishment of Funds and Accounts

The Resolution establishes several funds and accounts, including a Revenue Fund, a Sinking Fund, a Bond Amortization Account and a Reserve Account within the Sinking Fund, and a Rebate Fund. Moneys in these funds and accounts, other than the Rebate Fund, until applied in accordance with the provisions of the Resolution, will be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders, all as provided in the Resolution. **The Reserve Account established pursuant to the Resolution does not secure the Series 2017 Bonds.**

Application of Pledged Revenues

The Resolution requires the County to deposit into the Revenue Fund all Sales Tax Revenues. Pledged Revenues in the Revenue Fund shall be disposed of on or before the fifteenth (15th) day of each month only in the following manner and in the following order of priority:

(1) From the Pledged Revenues, the County shall deposit into a separate fund created and designated by the Resolution as the "Sales Tax Revenue Bonds Sinking Fund" (the "Sinking Fund"), such sums as will be sufficient to pay one-sixth (1/6) of all interest becoming due on the Bonds on the next semiannual interest payment date and one-twelfth (1/12) of all principal maturing on the Serial Bonds on the next maturity date. All such payments shall include an amount sufficient to pay the fees and charges of the Registrar and Paying Agent for the Bonds. Such monthly payments shall be increased or decreased proportionately to the extent required to pay principal and interest becoming due the first and each succeeding Fiscal Year, after making allowances for the amounts of money, if any, which will be deposited in the Sinking Fund out of proceeds from the sale of the Bonds, or which will be on deposit therein from investment earnings.

(2) On a parity with the deposits under paragraph (1) above, the County shall next deposit into the "Bond Amortization Account" created and established by the Resolution within the Sinking Fund, if and to the extent required, a sum equal to one-twelfth (1/1/2) of the amount of the Amortization Installment for Term Bonds which shall become due and payable during the current Bond Year, plus one-twelfth (1/12) of the premium, if any, on a principal amount of such Term Bonds equal to the amount of such Amortization Installment which would be payable on the next principal maturity date, if such principal amount of Term Bonds were to be redeemed prior to their maturity from moneys held in the Bond Amortization Account.

Moneys held for the credit of the Bond Amortization Account shall be applied to the retirement of the Term Bonds as follows:

(a) Subject to the provisions of subparagraph (b) below, the County shall endeavor to purchase Term Bonds then outstanding, at the most advantageous price obtainable with reasonable diligence, such price not to exceed the principal of such Term Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the holders of such Term Bonds if such Term Bonds should be called for redemption on such date from moneys in the Bond Amortization Account. The County shall pay the interest accrued on such Term Bonds to the date of delivery thereof from the Sinking Fund and the purchase price from the Bond Amortization Account, but no such purchase shall be made by the Issuer within the period of forty-five (45) days immediately preceding any interest payment date on which such Term Bonds are subject to call for redemption except from moneys in excess of the amounts set aside or deposited for the redemption of Term Bonds.

(b) Moneys in the Bond Amortization Account shall be applied by the County in each Bond Year to the retirement of the Term Bonds of each lot, installment of series to the extent of the Amortization Installment, if any, for such Bond Year for the Term Bonds of each such lot, installment or series then outstanding, plus the applicable premium, if any, and, if the amount available in such Bond Year shall not be sufficient therefor, then in proportion to the Amortization Installment, if any, for such Bond Year for the Term Bonds of each such lot, installment of series then outstanding, plus the applicable premium, if any; provided, however, that if the Term Bonds of any lot, installment or series shall not then be subject to redemption from moneys in the Bond Amortization Account and if the County shall at any time be unable to exhaust the moneys applicable to the Term Bonds of such lot, installment or series under the

provisions of this clause in the purchase of such Term Bonds under the provisions of subparagraph (a) above, such moneys or the balance of such moneys, as the case may be, shall be retained in the Bond Amortization Account and, as soon as it is feasible, applied to the retirement of Term Bonds of such lot, installment or series.

Upon the issuance of any Additional Parity Bonds under the terms, limitations and conditions as provided in the Resolution, the payments into the several accounts in the Sinking Fund shall be increased in such amounts as are necessary to make the payments required above for the principal of and interest and Amortization Installments on and reserves for such Additional Parity Bonds, on the same basis as hereinabove provided with respect to the outstanding Bonds. Unless a Reserve Account Insurance Policy shall have been obtained in respect of such Additional Parity Bonds or the Reserve Requirement is zero with respect to such Additional Parity Bonds, the County upon issuance of any Additional Parity Bonds, shall increase the sum required to be accumulated and maintained on deposit in the Reserve Account to be at least equal to the Reserve Requirement.

The amounts required to be deposited into the Sinking Fund in any month shall be adjusted to reflect any amounts on deposit in excess of current requirements (including deficiencies in prior requirements) and available for the payment of Bond Service Requirements for the current Bond Year.

(3) (a) The County shall next deposit into the Reserve Account in the Sinking Fund, a sum sufficient to maintain therein an amount equal to the Reserve Requirement; provided, however, that no such deposit shall be required with respect to the Reserve Requirement for any series of Bonds if (1) on such date there is outstanding and in effect a Reserve Account Insurance Policy with respect to the Reserve Requirement on such series of Bonds, or (2) if the payment of the principal and interest on such series of Bonds is guaranteed by a Municipal Insurer, and such Municipal Insurer has waived such deposit in writing; PROVIDED, FURTHER, however, that if the terms of any such Reserve Account Insurance Policy require that deposits to the Reserve Account with respect to such series of Bonds be made, then the exception from the deposit requirement provided by clause (1) of this sentence shall not apply to the extent of the deposit so required by such Reserve Account Insurance Policy. **Notwithstanding the foregoing, the County has determined that the Reserve Requirement is zero with respect to the Series 2017 Bonds, and as such the Reserve Account does not secure the Series 2017 Bonds.**

"Reserve Requirement" is defined in the Resolution to mean, with respect to Bonds secured by the Reserve Account, an amount equal to the Maximum Bond Service Requirement, provided that (a) the Reserve Requirement shall not exceed the aggregate of the Reserve Requirements in respect of all series of Bonds outstanding as of the date of calculation and (b) the Reserve Requirement in respect to any series of Bonds shall not exceed the least of the following: (i) the Maximum Bond Service Requirement for all Bonds then outstanding; (ii) an amount equal to ten percent (10%) of the proceeds of such series of Bonds; or (iii) an amount equal to one hundred twenty-five percent (125%) of the average Annual Bond Service Requirement for such series of Bonds.

(b) Any withdrawals from the Reserve Account shall be subsequently restored from the first Pledged Revenues available after all required current payments for the Sinking Fund, Reserve Account and Bond Amortization Account, and all amounts, if any, to the Municipal Insurer for reimbursement of draws on any Reserve Account Insurance Policy used to pay Bonds, including all deficiencies for prior payments, have been made in full.

(c) Moneys in the Reserve Account shall be used only for the purpose of the payment of maturing principal of or interest or Amortization Installments on the Bonds secured thereby when the other moneys in the Sinking Fund together with the proceeds available under any applicable Reserve Account Insurance Policy are insufficient therefor, and for no other purpose. However, whenever the moneys on deposit in the Reserve Account exceed the Reserve Requirement, such excess may be withdrawn and deposited into the Sinking Fund or the Bond Amortization Account. No Reserve Account Insurance Policy shall be used in lieu of a corresponding funding of the Reserve Account unless the consent of the applicable Municipal Insurer is first obtained.

(d) Unless the moneys on deposit in the Reserve Account shall be invested in United States Government Obligations, State and Local Government Series, the Issuer shall cause the value of the investments made for the credit of the Reserve Account to be evaluated on a semi-annual basis at the market value of such investments. The Issuer shall promptly cure any deficiency appearing as a result of the examinations performed in the course of such valuation. The Issuer shall not invest any moneys paid to cure a deficiency in the Reserve Account appearing as a result of the annual evaluation at a yield in excess of the yield on the Bonds unless the Issuer shall first obtain the favorable opinion of nationally recognized bond counsel.

(4) The balance of any Pledged Revenues remaining in the Revenue Fund after the above required payments have been made may be used for the purchase or redemption of the Bonds or for any lawful purpose. Sufficient moneys from the appropriate accounts in the Sinking Fund to make the required payments of principal, premium, if any, and interest on the Bonds, shall be remitted to the Paying Agent not less than four days prior to the date such payment is due.

(5) The Sinking Fund, including the Reserve Account, the Bond Amortization Account and any other special funds established and created by the Resolution shall constitute trust funds for the purposes provided therein for such funds. All such funds are required to be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State of Florida. Moneys on deposit in the Sinking Fund (except the Reserve Account therein) may be invested and reinvested in Authorizing Investments maturing not later than four days prior to the date on which the moneys therein will be needed. Moneys in the Reserve Account in the Sinking Fund may be invested and reinvested in Authorized Investments maturing not later than five years from their date of purchase. Any and all income received by the County from such investments is required to be deposited into the Sinking Fund.

(6) Sufficient moneys from the appropriate accounts in the Sinking Fund to make the required payments of principal, premium, if any, and interest on the Bonds, are required to be remitted to the Paying Agent not less than four days prior to the date such payment is due.

Issuance of Additional Parity Bonds

No Additional Parity Bonds, payable on a parity from the Pledged Revenues with the Series 2017 Bonds, shall be issued after the issuance of the Series 2017 Bonds, except for the lawful purposes of the County or for refunding purposes and except upon the conditions and in the manner herein provided:

(1) There shall have been obtained and filed with the County a certificate of an independent certified public accountant of suitable experience and responsibility, (a) stating that the books and records of the County relating to the collection and receipt of Pledged Revenues have been audited by him; (b) setting forth the amount of Pledged Revenues, as defined herein, received by the County for any twelve (12) consecutive months within the twenty-four (24) months immediately preceding the date of delivery of such Additional Parity Bonds with respect to which the certificate is made; (c) stating that the Pledged Revenues received by the County for such twelve months period equals at least 1.35 times the Maximum Bond Service Requirement on (i) all Bonds then outstanding and (ii) the Additional Parity Bonds with respect to which the certificate is made. For purposes of this paragraph, the amount of investment earnings on the funds and accounts under the Resolution to be included in the Pledged Revenues shall not exceed the lesser of (x) actual earnings on amounts in the Reserve Account or (y) earnings on the Reserve Account assuming a rate on investments of five and one-half percent (5.5%) per annum.

(2) There shall have been prepared and filed with the Board of County Commissioners of the County a certificate of the County Budget Officer estimating that the annual budget of the County for the current Fiscal Year in which the Additional Parity Bonds will be issued, adjusted in accordance with sound accounting principles, will be sufficient to pay all expenses to be incurred in the operation of the County and to pay the Maximum Bond Service Requirement becoming due on (1) all Bonds then outstanding and (ii) the Additional Parity Bonds with respect to which the certificate is made.

(3) In the event that there shall be prepared and filed with the Board of County Commissioners of the County a certificate of the County Budget Officer establishing that the issuance of the Additional Parity Bonds with respect to which the certificate is made will not increase the Annual Debt Service on the Bonds during any year in which any Bond then outstanding shall remain outstanding, the requirements of paragraphs (2) and (3) shall not be a precondition to the issuance of Additional Parity Bonds. As used herein, the term "outstanding" shall mean any Bond authorized, issued, authenticated and delivered under the Resolution or any resolution supplemental hereto, except: (a) Bonds cancelled or surrendered for cancellation pursuant to the Resolution on or prior to such date; (b) Bonds which have been paid, or for which provision for payment has been made (or will be made with the proceeds of the Additional Parity Bonds with respect to which the certificate is made), pursuant to the Resolution; and (c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Resolution.

(4) Immediately following the issuance of such Additional Parity Bonds, the County shall not be in default in performing any of the covenants and obligations assumed under

the Resolution, and all payments therein required to have been made into the accounts and funds, as provided under the Resolution, shall have been made to the full extent required.

(5) The attorney for the County shall certify that she has no knowledge of any legislation or litigation which would materially prevent the County from budgeting and appropriating sufficient funds to meet the requirements of the Resolution and any other resolution authorizing obligations payable from all or any part of the Pledged Revenues.

Funds and Accounts; Investment of Moneys

The Sinking Fund, including the Reserve Account, the Bond Amortization Account and any other special funds established and created under the Resolution, shall constitute trust funds for the purposes provided in the Resolution for such funds. All such funds shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State of Florida. Moneys on deposit in the Sinking Fund (except the Reserve Account therein) may be invested and reinvested in Authorizing Investments maturing not later than four days prior to the date on which the moneys therein will be needed. Moneys in the Reserve Account in the Sinking Fund may be invested and reinvested in Authorized Investments maturing not later than five years from their date of purchase. Any and all income received by the County from such investments shall be deposited into the Sinking Fund.

The cash required to be accounted for in each of the foregoing funds and accounts established in the Resolution may be deposited in a single bank account, and funds allocated to the various accounts established in the Resolution may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein and such investments for the various purposes of such funds and accounts as provided in the Resolution.

The designation and establishment of the various funds in and by the Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as provided in the Resolution.

PLEDGED REVENUES

Sources of Payment

General. The Series 2017 Bonds are payable solely from and secured by a pledge of and lien upon the proceeds of the local government half-cent sales tax (the "Sales Tax") allocated for and distributed monthly to the County pursuant to Chapter 218, Part VI, Florida Statutes (the "Sales Tax Revenues") and, (2) subject to the application for the purposes and in the manner provided in the Resolution, the moneys and investments in the funds and accounts, other than the Rebate Fund, created and held under the Resolution and the investment earnings thereon.

THE SERIES 2017 BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY (OR "BONDS" WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA), BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES AS PROVIDED IN THE RESOLUTION. NO REGISTERED OWNER OR OWNERS OF ANY SERIES 2017 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTY OR TAXATION IN ANY FORM ON ANY PROPERTY WITHIN OR WITHOUT THE COUNTY TO PAY THE SERIES 2017 BONDS, THE PREMIUM, IF ANY, OR THE INTEREST THEREON OR BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST FROM ANY OTHER FUNDS OF THE COUNTY EXCEPT FROM THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE RESOLUTION. THE SERIES 2017 BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT HAVE OR BE A LIEN UPON ANY PROPERTY OF OR IN THE COUNTY, OTHER THAN THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE RESOLUTION.

Local Government Half-Cent Sales Tax. The Local Government Half-Cent Sales Tax is remitted to the County pursuant to Chapter 218, Part VI, Florida Statutes, as amended (the "Half-Cent Sales Tax Act"). The Florida Revenue Act of 1949, Chapter 212, Part I, Florida Statutes, as amended (the "Sales Tax Act") authorizes the levy and collection by the State of Florida of a sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State of Florida, subject to certain exceptions and dealer allowances as set forth in the Sales Tax Act. The sales tax in Florida is currently six percent.

The sales tax is collected on behalf of the State of Florida by businesses at the time of sale at retail, use, consumption, or storage for use or consumption, of taxable property and remitted to the State on a monthly basis. The Sales Tax Act provides for penalties and fines, including criminal prosecution, for non-compliance with the provisions thereof.

All funds received and collected by the State of Florida are required to be deposited in the General Revenue Fund of the State and then distributed to various funds as enumerated in the Sales Tax Act. After various enumerated distributions, a portion of the amount remitted by a sales tax dealer within a participating county is required to be transferred into the Local Government Half-Cent Sales Tax Clearing Trust Fund (the "Trust Fund") and earmarked for distribution to the governing body of that participating county and of each participating municipality within that county pursuant to formulas set forth in the Sales Tax Act. The sales tax does not include any sales tax revenues which may be distributed to the County from the Discretionary Sales Tax Clearing Trust Fund pursuant to Sections 212.054 and 212.055, Florida Statutes or any discretionary communications service tax imposed by the County on communications services pursuant to Section 202.19, Florida Statutes.

As of October 1, 2001, the Trust Fund began receiving a portion of certain taxes imposed by the State on the sales of communication services (the "CST Revenues") pursuant to Chapter 202, Florida Statutes (the "CST Law"). Pursuant to the CST Law, the State is authorized to levy and collect a sales tax on every person who engages in the business of selling communications

services at retail in the State, subject to certain exceptions and dealer allowances as set forth in Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Trust Fund now consist of funds derived from both Sales Tax Proceeds and CST Revenues required to be deposited into the Trust Fund. The amount of CST Revenues deposited into the Trust Fund is subject to change based on changes to the CST Law and changes in population.

All moneys distributed to the County from the Trust Fund (whether derived from the Sales Tax or from CST Revenues) constitute Sales Tax Revenues for purposes of the Resolution and are a part of the funds pledged to the payment of the Series 2017 Bonds. Moneys received by the County pursuant to the CST Law that are not deposited in the Trust Fund are not pledged to the payment of the Series 2017 Bonds.

On June 11, 2015, the First District Court of Appeal held, in DIRECTV, Inc. v. State, Dept. of Revenue, Section 202.12(1), Florida Statutes, unconstitutional as a violation of the dormant commerce clause for charging different communications services tax rates to cable and satellite television providers. On July 7, 2015, the State filed an appeal of this decision to the Florida Supreme Court. Some of the moneys distributed from the Trust Fund include CST Revenues that encompass the cable and satellite television provider charges described above. If the First District Court of Appeal's decision is upheld, it is possible the amount of revenues received by the County from the Trust Fund will be reduced. The County cannot predict whether such decision will be upheld; however, if upheld, the County does not believe that it would have a material adverse impact on the County's receipt of revenues from the Trust Fund.

On June 16, 2015, Governor Scott signed into law House Bill 33A ("HB 33A"), relating to taxation. Among the several provisions contained in HB 33A are expanded sales tax exemptions and a reduction in the CST Revenues. Some of the moneys distributed from the Sales Tax Trust Fund include CST Revenues. The County cannot determine at this time what the fiscal impact will be to the County's Sales Tax Revenues, but it does not believe that it would have a material adverse impact on the County's receipt of Sales Tax Revenues.

The Sales Tax collected within a county and distributed to local government units is distributed among the county and the municipalities therein in accordance with the following formula:

County Share

$$\text{(percentage of total Half-Cent Sales Tax receipts)} = \frac{\text{unincorporated area population} + \text{2/3 incorporated area population}}{\text{total county population} + \text{2/3 incorporated area population}}$$

Municipality Share
(percentage of total Half-Cent Sales Tax receipts) = municipality population

total county population + 2/3 incorporated area population

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government fiscal year. Should any unincorporated area of Escambia County become hereafter incorporated as a municipality, the share of the sales tax received by the County would be reduced.

The sales tax is distributed from the Trust Fund on a monthly basis to participating units of local government. The Sales Tax Act permits the County to pledge its share of the sales tax for the payment of principal of and interest on any capital project.

To be eligible to participate in the sales tax, the counties and municipalities must comply with certain requirements set forth in the Sales Tax Act. These requirements include those concerning the reporting and auditing of its finances, the levying of ad valorem taxes or receipt of other revenue sources, and certifying certain requirements pertaining to the employment and compensation of law enforcement officers, the employment of fire fighters, the auditing of certain dependent special districts, and the method of fixing millage rates for the levying of ad valorem taxes.

Although the Sales Tax Act does not impose any limitation upon the number of years during which the County can receive distribution of the sales tax from the Trust Fund, there may be future amendments to the Sales Tax Act. To be eligible to participate in the Trust Fund in future years, the County must comply with certain eligibility and reporting requirements of the Sales Tax Act; otherwise, the County will not be entitled to any Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by the State Department or Revenue. The County has complied with all of the requirements set forth in the Sales Tax Act.

County Medicaid Contributions

Section 409.915, Florida Statutes, provides that, in the event a county fails to pay its required annual contribution for the State Medicaid program, said county's distribution of sales tax proceeds shall be reduced by the State Department of Revenue. Section 409.915 requires all counties in the State to pay a portion of the State matching funds required for the federal Medicaid program. By March 15, 2015, and each year thereafter, the Social Services Estimating Conference of the State ("SSEC") is required to determine the percentage change in the State Medicaid expenditures. For each State Fiscal Year ended June 30, the total amount of the Florida counties' annual contribution shall be the total contribution for the prior Fiscal Year adjusted by the percentage change in the State Medicaid expenditures as determined by the SSEC. By June 1 of each year, the FDOR must notify each county of its individual required annual contribution which is determined by a formula provided in Section 409.915.

The County's Fiscal Year 2017 required annual contribution for Medicaid is estimated to be approximately $5,111,802. The County has not failed to make a prior required Medicaid Contribution, or had its distribution of sales tax revenues reduced due thereto. The County's annual contribution is due in equal monthly installments by the 5th day of each month. If the County fails to remit the payment by the 5th of the month, FDOR shall reduce the monthly distribution of Sales Tax Revenues to the County from the Trust Fund. The County does not anticipate that its receipt of Sales Tax Revenues will be affected by its obligation to make the annual contributions required by Section 409.915, Florida Statutes.

Distribution of Sales Tax Revenues

The County's percentage of the County-wide total distributions of the Sales Tax in each of the State Fiscal Years Ended June 30, 2012 through 2016, inclusive, has been approximately 83.86%. The municipalities, including the City of Pensacola and the Town of Century, in the aggregate have received approximately 16.14% of the County-wide total, according to the Florida Legislature Committee on Intergovernmental Relations.

Historical Sales Tax Revenues

The following table sets forth the historical Sales Tax Revenues received by the County (net of amounts distributed to municipalities within the County) for the Fiscal Years ended September 30, 2012 through 2016 (audited).

Sales Tax Revenues

Fiscal Year	Sales Tax Revenues	Percentage Change
2012	$19,793,471	-
2013	20,617,921	4.2%
2014	21,735,479	5.4
2015	22,513,589	3.6
2016	23,418,049	4.0

Source: Escambia County Finance Department.

The amount of Sales Tax Revenues distributed to the County is subject to increase or decrease due to (i) more or less favorable economic conditions, (ii) increases or decreases in the dollar volume of taxable sales within the County, (iii) legislative changes relating to the sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of Sales Tax Revenues deposited into the Trust Fund, and (iv) other factors which may be beyond the control of the County or the Series 2017 Bondholders, including but not limited to the potential for increased use of electronic commerce and other internet-related sales activity that could have a material adverse impact upon the amount of sales tax collected by the State, deposited into the Trust Fund and then distributed to the County.

In particular, the share of the Sales Tax Revenues deposited in the Trust Fund which is to be distributed to the County will be affected by changes in the relative populations of the

unincorporated and incorporated areas with the County. Such relative populations are subject to change through normal increases and decreases in population within the existing unincorporated and incorporated areas of the County and are also subject to change by the annexation of previously unincorporated areas of the County by the municipalities within the County. Such annexations would not only increase the population of the incorporated areas but also would, in equal amount, decrease the population of the unincorporated areas.

Pro Forma Debt Service Coverage from Sales Tax Revenues

The historical pro forma Sales Tax Revenues coverage of maximum annual debt service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds (assuming the Series 2017 Bonds had been issued at the times shown in the table) are set forth below:

	2012	2013	2014	2015	2016
Sales Tax Revenues	$19,793,471	$20,617,921	$21,735,479	$22,513,589	$23,418,049
Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds[1][2]	6,779,800	6,779,800	6,779,800	6,779,800	6,779,800
Sales Tax Revenues Coverage of Maximum Annual Debt Service on the Series 2011 Bond, Series 2012 Note and Series 2017 Bonds[1][2]	2.92x	3.04x	3.21x	3.32x	3.45x

Source: Escambia County Finance Department.

(1) Based upon an assumed issuance of Series 2017 Bonds in an aggregate principal amount of $83,055,000, with a final maturity of 2047 and true interest cost of _____%.

(2) Assumes that the Sales Tax Refunding Revenue Bond, Series 2011 matures on October 1, 2031 with no change in the interest rate of 3.06%; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory redemption at the option of the owner of the Bond on October 1, 2026. Further, assumes that the 2012 Sales Tax Refunding Revenue Note matures on October 1, 2032 with no change in the interest rate of 2.82%; however, the entire unpaid principal of and interest accrued thereon may be subject to mandatory prepayment at the option of the owner of the Note on October 1, 2027 or any date thereafter through but not including October 1, 2028.

THE PROJECT

The Project is the construction of a new County jail in Pensacola, and other capital improvements in and for the County.

INVESTMENT CONSIDERATIONS

General

The purchase of the Series 2017 Bonds involves a degree of risk, as is the case with all investments. Factors that could affect the County's ability to perform its obligations under the Resolution, including the timely payment of principal of and interest on the Series 2017 Bonds, include, but are not necessarily limited to, the following:

Limited Special Obligations

The Series 2017 Bonds are limited, special obligations of the County, the principal of, premium, if any, and interest on which are payable from and secured solely by a pledge of and lien on the Pledged Revenues.

THE SERIES 2017 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY AND ARE NOT "SERIES 2017 BONDS" WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA. NO REGISTERED OWNER OR BENEFICIAL OWNER OF ANY SERIES 2017 BONDS WILL EVER HAVE THE RIGHT (1) TO COMPEL THE LEVY OF AD VALOREM TAXES TO PAY PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2017 BONDS, OR (2) TO COMPEL THE COUNTY TO PAY THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2017 BONDS FROM ANY FUNDS OF THE COUNTY OTHER THAN THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE RESOLUTION. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2017 BONDS DO NOT CONSTITUTE A LIEN ON ANY PROPERTY OF OR IN THE COUNTY OTHER THAN THE PLEDGED REVENUES IN THE MANNER PROVIDED IN THE RESOLUTION.

Economic Factors

The Pledged Revenues consist primarily of the Sales Tax Revenues received by the County. Worsening economic conditions could impact the County's ability to pay principal and interest on the Series 2017 Bonds. See "PLEDGED REVENUES" herein.

LEGAL MATTERS

Legal Opinions

Certain legal matters incident to the issuance of the Series 2017 Bonds and with regard to the treatment of the interest on the Series 2017 Bonds for federal tax purposes (see "TAX EXEMPTION") are subject to the legal opinion of Bryant Miller Olive P.A., Bond Counsel. The signed legal opinion, dated and premised on law in effect as of the date of original delivery of the Series 2017 Bonds, will be delivered to the Underwriters at the time of original delivery of the Series 2017 Bonds.

The proposed text of the legal opinion is set forth as Appendix D hereto. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date and subsequent distribution of such legal opinion by recirculation of the Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date. While Bond Counsel has reviewed certain portions of this Official Statement, it has not been engaged by the County to confirm or verify, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the County, or the Series 2017 Bonds that may be prepared or made available by the County, the Underwriters or others to the holders of the Series 2017 Bonds or other parties.

Certain legal matters incident to the issuance of the Series 2017 Bonds will be passed upon for the County by Alison Rogers, Esquire, County Attorney.

Litigation

General. The Board, the Clerk, the Sheriff, the County Property Appraiser and the County Tax Collector are defendants from time to time in various lawsuits. The County Attorney represents the Board. The County Property Appraiser, the Clerk, the Sheriff, and the County Tax Collector each have separate counsel. It is the opinion of the County Attorney with respect to litigation pending against the Board that the Board either (1) has meritorious defenses against claims asserted in such litigation, (2) is immune from liability under principles of sovereign immunity, or (3) has adequate insurance coverage or reserves against liability with respect to such claims. There can be no assurance, however, that the Clerk and the Board will not incur liability for which adequate reserves do not exist, as a result of such litigation. In the event of such liability, the Board could be required, among other responses, to expend reserves, reduce the level of services, or borrow money in order to satisfy such liability. It is not expected that any such liability would affect the obligation of the Board to apply the proceeds of the Pledged Revenues in accordance with the provisions of the Resolution.

The Series 2017 Bonds. There is no pending or, to the knowledge of the County, threatened litigation against the County which in any way questions or affects (1) the Project, (2) the validity of the Series 2017 Bonds, or any proceedings or transactions relating to their sale, issuance, or delivery, (3) the pledge of the Pledged Revenues to secure payment of the Series 2017 Bonds, or (4) the provisions for collection and application of the Pledged Revenues in accordance with the provisions of the Resolution.

TAX MATTERS RELATED TO THE SERIES 2017 BONDS

General

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2017 Bonds in order that interest on the Series 2017 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest

on the Series 2017 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2017 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2017 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The County has covenanted in the Resolution with respect to the Series 2017 Bonds to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2017 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2017 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2017 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals or corporations; however, interest on the Series 2017 Bonds may be subject to the federal alternative minimum tax when any Series 2017 Bond is held by a corporation. The federal alternative minimum taxable income of a corporation must be increased by seventy-five percent (75%) of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income (before this adjustment and the alternative tax net operating loss deduction). "Adjusted Current Earnings" will include interest on the Series 2017 Bonds.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2017 Bonds. Prospective purchasers of Series 2017 Bonds should be aware that the ownership of Series 2017 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2017 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2017 Bonds; (iii) the inclusion of interest on Series 2017 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2017 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2017 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the County, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2017 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2017 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND

CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2017 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2017 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2017 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2017 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2017 Bonds and proceeds from the sale of Series 2017 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2017 Bonds. This withholding generally applies if the owner of Series 2017 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2017 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2017 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2017 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2017 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2017 Bonds. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2017 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for, or marketability of, the Series 2017 Bonds.

Prospective purchasers of the Series 2017 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2017 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Series 2017 Bonds maturing on October 1 of the years _____ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Bonds maturing on October 1 of the years _____ (collectively, the "Premium Bonds"), and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

GENERAL PURPOSE FINANCIAL STATEMENTS

The audited financial statements of the County for the Fiscal Year ended September 30, 2016 have been included as Appendix A to this Official Statement as a public document. The auditor has not been requested to perform, and has not performed, any service in connection with, and is therefore not associated with, the offering of the Series 2017 Bonds.

The Series 2017 Bonds are payable solely from the Pledged Revenues as described herein. The financial statements included in Appendix A are presented for general information purposes only.

RATINGS

S&P Global Ratings and Moody's Investors Service have assigned ratings of "A+" (stable outlook) and "Aa3", respectively, to the Series 2017 Bonds. There is no assurance that each such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agencies, if in their judgment, circumstances so warrant. A downward change in or withdrawal of such ratings may have an adverse effect on the market price of the Series 2017 Bonds. An explanation of the significance of the ratings can be received from the respective rating agencies.

If bond insurance is obtained as provided on the cover page hereof, the insured Series 2017 Bonds would be expected to receive an additional rating, based upon the delivery of the standard policy of bond insurance by the bond insurer.

ADVISORS AND CONSULTANTS

The County has retained certain advisors and consultants in connection with the issuance of the Series 2017 Bonds. These advisors and consultants are compensated from a portion of the proceeds of the Series 2017 Bonds included in "Costs of Issuance" under the heading "SOURCES AND USES OF FUNDS" herein; their compensation is, in some instances, contingent upon the issuance of the Series 2017 Bonds and the receipt of the proceeds thereof.

Financial Advisor. FirstSouthwest, a Division of Hilltop Securities Inc., Orlando, Florida, serves as financial advisor (the "Financial Advisor") to the County and, in that capacity, has provided advice in connection with the planning, structuring and issuance of the Series 2017 Bonds. The Financial Advisor will not engage in any underwriting activities with regard to the issuance and sale of the Series 2017 Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement. The Financial Advisor's fee is contingent upon the issuance of the Series 2017 Bonds and is expected to be paid from a portion of the proceeds of the Series 2017 Bonds. The Financial Advisor may also provide the County with certain investment services, including providing investments for the funds and accounts created under the Resolution.

Bond Counsel. Bryant Miller Olive P.A., Miami, Florida, represents the County as Bond Counsel.

Disclosure Counsel. Nabors, Giblin & Nickerson, P.A., Tampa, Florida, represents the County as Disclosure Counsel.

UNDERWRITING

The Underwriters shown on the cover page hereof have agreed, subject to the proceedings authorizing the sale of the Series 2017 Bonds, to purchase the Series 2017 Bonds from the County. The aggregate purchase price for the Series 2017 Bonds payable to the County is $_____ ($_____ principal amount plus net original issue premium of $_____, and less Underwriters' discount of $_____). The Underwriters have furnished the information on the cover page of this Official Statement pertaining to the public offering price of the Series 2017 Bonds. The public offering price of the Series 2017 Bonds may be changed from time to time by the Underwriters, and the Underwriters may allow a concession from the public offering price to certain dealers. None of the Series 2017 Bonds will be delivered by the County to the Underwriters unless all of the Series 2017 Bonds are so delivered.

The Underwriters have reviewed the information in this Official Statement in accordance with and, as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Underwriters have provided the following information for inclusion in this Official Statement: The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, that may include securities trading, commercial and investment banking, municipal advisory, brokerage and asset management. In the ordinary course of business, the Underwriters and their respective affiliates may actively trade debt and if applicable equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps) and the Underwriters and their affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offer or other offers of the County. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offer or other offers of the County. The Underwriters do not make a market in credit default swaps with respect to municipal securities at this time but may do so in the future.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Products Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Products Group ("WFBNA"), one of the underwriters of the Series 2017 Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2017 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2017 Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2017 Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

DISCLOSURE MATTERS

Certificate as to Official Statement

The County has duly authorized, executed and delivered this Official Statement. At the time of delivery of the Series 2017 Bonds to the Underwriters, the County will provide to the Underwriters a certificate (which may be included in a consolidated closing certificate of the County), signed by those County officials who signed this Official Statement, relating to the accuracy and completeness of this Official Statement.

Continuing Disclosure

The County has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the Pledged Revenues and the Series 2017 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. Annual financial information and operating data, the audited financial statements and the notices of material events, when and if they occur, shall be filed by the County with the Municipal Securities Rulemaking Board's electronic municipal access system ("EMMA"). The specific nature of the financial information, operating data, and of the type of events triggering a disclosure obligation, and other details of the undertaking are described in "APPENDIX F -- FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. The Continuing Disclosure Certificate shall be executed by the County prior to the issuance of the Series 2017 Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of Rule 15c2-12(b)5 (the "Rule") promulgated by the Securities and Exchange Commission.

The County has been in compliance during the previous five years with respect to its existing continuing disclosure obligations, except that it failed to file detailed annual financial information as required for Fiscal Year 2011 and certain previous fiscal years. This was updated and corrected in 2012.

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ESCAMBIA COUNTY, FLORIDA

By:_____
Doug Underhill, Chairman
Board of County Commissioners

By:_____
Jack Brown, County Administrator

By:_____
Stephan D. Hall, Budget Manager

APPENDIX A

GENERAL PURPOSE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2016

APPENDIX B

GENERAL INFORMATION PERTAINING TO ESCAMBIA COUNTY, FLORIDA

THE FOLLOWING INFORMATION CONCERNING ESCAMBIA COUNTY, FLORIDA (THE "COUNTY") IS INCLUDED ONLY FOR THE PURPOSE OF PROVIDING GENERAL BACKGROUND INFORMATION. THE INFORMATION HAS BEEN COMPILED ON BEHALF OF THE COUNTY AND SUCH COMPILATION INVOLVED ORAL AND WRITTEN COMMUNICIATIONS WITH THE VARIOUS SOURCES INDICATED HEREIN. THE INFORMATION IS SUBJECT TO CHANGE, ALTHOUGH EFFORTS HAVE BEEN MADE TO UPDATE THE INFORMATION WHERE PRACTICABLE. CERTAIN OF THE TABLES THAT FOLLOW IN THIS APPENDIX HAVE BEEN DERIVED FROM THE STATISTICAL SECTION OF THE COUNTY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016.

Location and Size

The County is located in the extreme northwestern part of the State of Florida (the "State"), bordered on the west and north by the State of Alabama, on the east by Santa Rosa County, and on the south by the Gulf of Mexico. The County encompasses an area of approximately 661 square miles, or 420,480 acres, with an additional 64,000 acres of water area. The 2000 U.S. Census population of the County was 294,410 and the 2010 U.S. Census population of the County was 297,619. The current population of the County is estimated to be 311,003. There are two municipalities within the County, the larger of which is the City of Pensacola, the County seat. Tourism, health care and education make up the majority of its workforce and economy.

Population Statistics

The County has experienced a moderate growth rate. The following table presents historical and projected population growth for the County and the State for the period from 1990 through 2040.

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Year	Escambia County	Annual Average Percentage Increase	State of Florida	Annual Average Percentage Increase
1990	262,798	1.24%	12,938,071	3.27%
2000	294,410	1.20	15,982,387	2.35
2010	297,619	0.11	18,905,048	1.83
2015	311,003	1.00	19,815,183	1.58
2020	310,500	0.23	21,236,700	1.43
2025	314,700	0.27	22,600,300	1.28
2030	318,600	0.25	23,872,600	1.13
2035	322,000	0.21	25,027,300	0.97
2040	323,900	0.12	26,081,400	0.84

Sources: U.S. Bureau of the Census Bureau for 1990, 2000 and 2010; for the year 2015, University of Florida, Bureau of Economic and Business Research, Florida Estimates of Population, 2014; for the years 2020 through 2040, University of Florida, Bureau of Economic and Business Research, Florida Population Studies, Volume 48, Bulletin 171, April 2015, medium county projections.

Government

Board of County Commissioners. The Board of County Commissioners of Escambia County, Florida (the "Board"), is the principal legislative and governing body of the County. The powers and duties of the Board are those prescribed by the State Constitution, or by the Florida Legislature. The Board consists of five Commissioners elected by the voters from single-member districts for terms of four years. The Board elects a Chairman or Chairwoman who serves as presiding officer. The current Commissioners and the dates of their terms are as follows:

Commissioners	Term Began	Term Expires
Doug Underhill, Chairman	November, 2014	November, 2018
Jeff Bergosh, Vice Chairman	November, 2016	November, 2020
Lumon May	November, 2016	November, 2020
Grover C. Robinson IV	November, 2014	November, 2018
Steven Barry	November, 2016	November, 2020

The County Manager. The County Manager, the chief administrative official of the County, is appointed by and serves at the pleasure of the Board. The County Manager is responsible to the Board for administration and operation of all operating departments of the County. The County Manager is also responsible to the Board for the execution of all Board policies and the preparation of the annual operating and capital improvement program budget for the County.

The County Attorney. The County Attorney is appointed by and serves at the pleasure of the Board. The County Attorney reports directly to the Board and is responsible for providing effective and efficient legal services to the Board, and other County departments, boards and agencies as specified by the Board.

Budget Process. The County's budget is based upon a Fiscal Year beginning October 1 and ending September 30, and is developed in accordance with Chapters 129 and 200, Florida Statutes. Chapter 129, Florida Statutes, provides general and specific directions for budget development; and Chapter 200, Florida Statutes, provides specific direction for the annual levy of property taxes. In addition to the County's annual operating and capital budget, a five-year capital improvement program is adopted.

The County has received the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting to the County for its Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016. This was the 20th consecutive year that the County has received this prestigious award. To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized Comprehensive Annual Financial Report. This report must satisfy both GAAP and applicable legal requirements.

On September 20, 2016, the County adopted its budget for the Fiscal Year ending September 30, 2017. The Board voted unanimously for the adoption of an aggregate ad valorem millage rate of 7.4537 and a budget of $436,581,528 for such Fiscal Year. Such budget will be effective from October 1, 2016 through September 30, 2017.

The County closely monitors revenue collections on a monthly basis. If actual revenues of the County for the Fiscal Year ending September 30, 2017 are less than the budget, then the County intends to address such reduction in revenues through expenditure reductions and/or use of reserves. Conversely, if the revenues of the County for the Fiscal Year ending September 30, 2017 are more than budgeted, then the County anticipates applying such excess revenues to increase its reserves.

Annual Audit. Florida law requires that an annual post audit be completed by independent certified public accountants retained by the County. The County retained the firm of Warren Averett CPAs and Advisors, Pensacola, Florida, to undertake the audit for the Fiscal Year ended September 30, 2016. The audited general purpose financial statements for the Fiscal Year ended September 30, 2016 appear in APPENDIX A attached to this Official Statement.

Ad Valorem Taxation. The laws of the State of Florida require that all taxable real and tangible personal property must be assessed at fair market value, with some exceptions. Real and personal property valuations are determined each year as of January 1 by the County Property Appraiser's Office. The County Property Appraiser submits the tax roll to the Florida Department of Revenue for review and determination of, among other things, whether the tax roll meets the requirements of Florida law regarding just valuation. Each taxpayer is given notice by mail or the proposed property taxes and the assessed property value for the current year, and the dates, times and places at which budget hearings are scheduled to be held.

The property owner has the right to file an appeal of the determination of assessed value with the Value Adjustment Board (the "Adjustment Board"), which considers petitions relating to assessments and exemptions. The Adjustment Board is composed of members of the School Board and the Board of County Commissioners. The decision of the Adjustment Board may be

appealed to the Circuit Court. The Adjustment Board certifies the assessment roll upon completion of the hearing of appeals to it. Millage rates are then computed by the various taxing authorities and certified to the Property Appraiser, who applies the millage rates to the assessment roll. This procedure creates the tax roll, which is then certified and turned over to the County Tax Collector.

Pursuant to Article VII, Section 6 of the Constitution and Section 196.031, Florida Statutes, the first $25,000 of the assessed valuation of a homestead is exempt from taxation for any person who has title to a residence in such homestead on a permanent basis. Pursuant to the passage of Amendment One on January 29, 2008, each person qualifying for the previous exemption is entitled to an additional exemption of up to $25,000 of assessed value, applied to the assessed value between $50,000 and $75,000. Further, agricultural land, non-commercial recreational land, inventory and livestock are assessed at less than 100% of fair market value. In addition, an additional homestead exemption of $25,000 is granted by Escambia County relating to ad valorem taxes payable to persons 65 or older subject to certain income limitations. See "Collection of Taxes" herein for a more complete description of exemptions.

Collection of Taxes. Taxes become delinquent on April 1 following the year in which they are assessed or 60 days after mailing of the original tax notice, whichever is later. If the delinquency date for ad valorem taxes is later than April 1 of the year following the year in which taxes are assessed, all dates or time periods specified in the Florida Statutes relative to the collection of, or administrative procedures regarding delinquent taxes shall be extended a like number of days. Discounts are allowed for early payment at a rate of 4% if paid in November, 3% if paid in December, 2% if paid in January and 1% if paid in February. The Tax Collector advertises and sells tax certificates on those lands on which taxes have not been paid to pay the taxes, interest, costs and charges on the parcel described in the certificate. If there are no bidders, the certificate is issued to the County. Real property taxes bear interest at a rate not to exceed 18% per year from the date of delinquency until a certificate is sold, except that the minimum charge for delinquent taxes paid prior to the sale of a tax certificate is 3%.

Exemptions from the ad valorem tax include the first $25,000 of assessed value for a homestead and an additional $25,000 of assessed value, to be applied to the assessed value between $50,000 and $75,000; homestead property of totally and permanently disabled persons; improved real property on which a renewable energy source device is installed and operated; inventory; property used by not-for-profit hospitals, nursing homes and homes for special services; property used by certain not-for-profit homes for the aged; property used exclusively for educational purposes by educational institutions or other exempt organizations, including charter schools, for educational purposes; property owned by certain charitable, literary, religious or scientific organizations and used predominately for such purposes; property owned and used for educational purposes by labor organizations; property of certain community centers; property used for affordable housing; property owned and used by certain governmental units; property of certain not-for-profit sewer and water companies; and the first $500 of property of every widow, widower, blind person or disabled person, deployed military personnel and surviving spouses of first responders and veterans killed in the line of duty.

Local Economy

Escambia County is located in Florida's Panhandle, along the emerald shores of the Gulf Coast, wherein the tourism sector employs approximately 22,200 in the leisure and hospitality industry with accommodations and food services representing 11.7% of the area workforce. The largest major industry sector is health care and social assistance, with 17.2% of the area workforce. There are four major hospitals located in Escambia County, all of which have surgical centers; Baptist Hospital, West Florida Regional Medical Center, Navy Hospital and Sacred Heart Hospital. There are approximately 22,000 employed in the health and other health related services.

The military is another large factor in the area's economy. Navy and Air Force expenditures, including construction, have historically accounted for nearly half the total payroll in the Pensacola metro area. Navy installations include Pensacola Naval Air Station (the home of the Blue Angels, and generally recognized as the premier naval installation of the United States Department of the Navy), Saufley Field and Corry Station. Whiting Field is located in Milton Florida, about 30 miles northeast of Pensacola. In neighboring Okaloosa County, Eglin Air Force Base and Hurlburt Field have an impact on the local economy as well as serving as magnets for high-tech businesses.

Escambia County has several commercial/industrial parks. The County's commerce parks consist of Central and Heritage Oaks as well as the downtown Technology Park. The properties in the Central Commerce Park and the downtown Technology Park are being marketed in partnership with the Greater Pensacola Chamber of Commerce. This allows the County to reach a wider audience for promoting economic development and attracting new businesses to the area.

Labor Force

The unemployment rate for the County is generally lower or the same as that for the State. In the latest figures available, the County's unemployment rate for 2016 as of September 2016 was 4.9%. The following chart shows the labor force in the County and the percent of the estimated labor force unemployed from 2007 to 2016 for the County, the State and the United States.

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LABOR FORCE
ESTIMATES BY EMPLOYMENT STATUS

Year	Labor Force	Employment	Unemployment Number	Unemployment Rate		
				Escambia County	State	United States
2007	140,808	135,212	5,596	4.0%	4.0%	4.6%
2008	138,002	129,494	8,508	6.2	6.3	5.8
2009	137,044	123,507	13,537	9.9	10.4	9.3
2010	139,913	125,755	14,158	10.1	11.1	9.6
2011	140,969	127,279	13,690	9.7	10.0	8.9
2012	140,139	128,293	11,846	8.5	8.5	8.1
2013	139,701	129,512	10,189	7.3	7.3	7.4
2014	141,015	132,067	8,948	6.3	6.3	6.2
2015	140,261	133,237	7,024	5.0	5.1	4.8
2016	140,893	133,920	6,973	4.9	4.9	4.9

Source: Labor Market Statistics, Local Area Unemployment Statistics Program, 2007 through 2016, Florida Research and Economic Database.

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The following chart shows the average monthly employment in the various sectors of the labor force in actual numbers of people employed in the County and the average annual wage during 2016:

EMPLOYMENT BY SECTOR[1]

Industry Title	Average Monthly Employment	Average Annual Wages
Total, All Industries	124,045	$39,364
Goods-Producing	12,321	46,780
Natural Resources and Mining, total	166	34,130
Agriculture, Forestry, Fishing and Hunting	107	35,456
Mining, Quarrying, and Oil and Gas Extraction	60	31,759
Construction	6,884	37,897
Manufacturing, total	5,271	58,782
Durable Goods Manufacturing	2,984	50,750
Nondurable Goods Manufacturing	2,287	69,259
Service-Providing	111,723	38,546
Trade, Transportation and Utilities, total	25,222	35,229
Wholesale Trade	3,990	49,171
Retail Trade	16,756	26,452
Transportation and Warehousing	3,063	49,253
Utilities	1,413	69,562
Information	1,647	72,541
Financial Activities, total	9,066	48,447
Finance and Insurance	6,816	53,479
Real Estate and Rental and Leasing	2,250	33,201
Professional and Business Services, total	15,363	41,463
Professional and Technical Services	6,119	58,533
Management of Companies and Enterprises	958	62,573
Administrative and Waste Services	8,287	26,420
Education and Health Services, total	31,145	45,559
Educational Services	10,404	37,805
Health Care and Social Assistance	20,741	49,449
Leisure and Hospitality, total	17,596	16,861
Arts, Entertainment and Recreation	2,214	17,993
Accommodation and Food Services	15,383	16,699
Other Services	3,790	28,604
Public Administration	7,867	50,516
Unclassified	27	29,987

Source: Florida Department of Economic Opportunity, Florida Employment and Wages by County.

[1] Numbers may not add due to rounding.

The following chart shows the principal employers within the County for Fiscal Year 2016:

PRINCIPAL EMPLOYERS
Fiscal Year 2016

Employer	Number of Employees	Rank	Percentage of Principal Employers Employment
Local government	15,500	1	31.68%
Federal government	6,800	2	13.90
State government	6,300	3	12.88
Baptist Health Care	5,571	4	11.39
Navy Federal Credit Union	5,325	5	10.89
Sacred Hearth Health Systems	4,820	6	9.85
Gulf Power Company	1,774	7	3.63
West Florida Healthcare	1,200	8	2.45
Ascend Performance Materials	830	9	1.70
West Corporation	800	10	1.64

Source: Comprehensive Annual Financial Report of Escambia County, Florida for the Fiscal Year Ended September 30, 2016.

Personal Income

The following table reflects the personal income on a place-of-residence basis for the periods shown for the County, the State and the United States.

Year	Escambia County	State of Florida	United States
2006	$31,497	$38,812	$38,144
2007	33,014	39,945	39,821
2008	33,742	40,018	41,082
2009	33,357	37,479	39,376
2010	34,338	38,718	40,277
2011	35,807	40,538	42,453
2012	35,927	41,249	44,266
2013	35,698	41,309	44,438
2014	36,632	42,737	46,049
2015	38,408	44,429	44,510

Source: U.S. Bureau of Economic Analysis; Personal Income Summary for Escambia County, State of Florida and United States.

Building Permit Activity

The following is the building permit activity for the County for the period 2008 through 2016:

Year	Total Value
2008	$76,397,591
2009	69,389,475
2010	90,953,291
2011	62,593,839
2012	91,212,174
2013	113,949,035
2014	130,236,352
2015	160,326,832
2016	202,881,216

Sources: Escambia County, Florida.

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Assessed Valuation

The following table shows the assessed valuation of taxable property within the County:

ASSESSED VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

	Net Assessed Value of Real Property[1]					
Fiscal Year	Residential Property	Commercial and Industrial Property	Other Property	Personal Property[2]	Total	Percentage Change
2007	$9,837,506	$2,770,555	$352,741	$1,938,757	$14,899,559	-
2008	10,751,338	2,840,855	344,121	2,014,988	15,951,302	7.1%
2009	9,654,407	2,917,677	345,944	1,939,783	14,857,811	(6.9)
2010	9,186,381	2,766,220	346,699	1,939,980	14,239,280	(4.2)
2011	8,839,770	2,656,914	322,662	1,790,615	13,609,961	(4.4)
2012	8,950,022	2,721,547	367,921	1,708,852	13,748,342	1.0
2013	8,838,568	2,620,683	377,736	1,802,882	13,639,869	(0.8)
2014	9,343,620	2,712,327	400,351	1,789,770	14,246,068	4.4
2015	9,796,441	2,754,003	382,271	1,857,164	14,789,879	3.7
2016	10,289,657	2,879,091	385,920	1,830,128	15,384,796	4.0

Source: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2016.

(1) Taxable value of property subject to direct tax rate.
(2) Personal property includes centrally assessed property, furniture, fixtures, tools, machinery, equipment, etc. and is taxed at various rates.

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DIRECT AND OVERLAPPING PROPERTY TAX RATES

Last Ten Years
(rates per $1,000 of assessed value)
Millage rates levied for the fiscal year ending September 30

	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
Direct:										
Escambia County	6.6165	6.6165	6.6165	6.9755	6.9755	6.9755	6.9755	6.9755	8.017	8.756
Library	0.3590	0.3590	0.359	-	-	-	-	-	-	-
Escambia County Law Enforcement Service Taxing Unit	0.685	0.685	0.685	0.685	0.685	0.685	0.685	0.685	0.685	0.747
Total Direct Rate	7.6605	7.6605	7.6605	7.6605	7.6605	7.6605	7.6605	7.6605	8.702	9.503
Overlapping[1]:										
Escambia County School Board	6.8760	7.1130	7.557	7.558	7.821	7.860	7.860	7.720	7.720	7.894
City of Pensacola	4.2895	4.2895	4.2895	4.2895	4.2895	4.5395	4.5395	4.5395	4.598	4.950
City of Pensacola Downtown Improvement Board	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000
Northwest Florida Water Management	0.0366	0.0378	0.039	0.040	0.040	0.045	0.045	0.045	0.045	0.050
Town of Century	0.9732	0.9006	0.9006	0.9048	0.9048	0.9048	0.823	0.817	0.781	0.764
Total Overlapping Rates	14.1753	14.3409	14.7861	14.7921	15.0553	15.3493	15.2675	15.1215	15.144	15.658

Source: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2016.

(1) Overlapping millages do not necessarily apply to all taxpayers. For example, an owner of property located in the City of Pensacola would not pay Town of Century taxes or have the Town of Century millage rate included on his or her tax bill.

PRINCIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2016			Fiscal Year 2007		
Taxpayer	Assessed Value	Rank	Percentage of Total County Assessed Value	Assessed Value	Rank	Percentage of Total County Assessed Value
Gulf Power Company	$647,615	1	4.21%	$426,161	1	2.86%
International Paper Corp.	288,767	2	1.88	240,445	2	1.61
West FL Medical/Regional Medical Ctr	104,471	3	0.68	95,500	7	0.64
Ascend Performance Material*	110,617	4	0.72	160,098	3	1.07
Simon DeBartolo/Simon Property/Univer	66,896	5	0.43	47,855	9	0.32
Walmart/Sams	70,468	6	0.46	52,859	8	0.35
City of Pensacola	80,648	7	0.52			0.00
Navy Federal Credit Union	82,770	8	0.54			0.00
Bellsouth Tele-Southern Bell	46,384	9	0.30	98,773	6	
Armstrong World Industries	31,112	10	0.20			0.00
Sacred Heart Health Systems				147,155	4	0.99
Pensacola Christian College				113,224	5	0.76
WCI Communications, Inc.				47,329	10	0.32
Total	$1,529,748		9.94%	$1,429,399		8.92%
	[1] $15,384,796			[1] $14,899,559		

Source: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2016.

[1] Total Estimated Assessed Value Countywide.
* Formerly Solutia, Inc.

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Original Levy		Amount	Percentage of Levy[1]
2007	$137,425,098	$124,999,953	90.96%	$233,133	$125,233,086	91.13%
2008	133,791,557	121,091,537	90.51	1,035,168	122,126,705	91.28
2009	111,259,343	105,074,368	94.44	214,915	105,289,283	94.63
2010	107,040,913	100,137,279	93.55	3,248,703	103,385,982	96.59
2011	101,512,715	93,343,444	91.95	12,084,191[2]	105,427,635	103.86
2012	99,330,134	99,249,940	99.92	432,641	99,682,581	100.35
2013	100,092,915	94,930,127	94.84	188,794	95,118,921	95.03
2014	101,167,730	100,380,170	99.22	695,427	101,075,597	99.91
2015	106,013,064	103,697,542	97.82	5,150,838[3]	108,848,380	102.67
2016	110,249,860	106,512,637	96.61	3,178,435[4]	109,691,072	99.49

Note: Property Tax data includes Countywide and Municipal Services Taxing Units only. Data does not include the School Board.

(1) May be greater than 100% in some years due to collections from prior years.
(2) 2011 Collections in Subsequent Years includes $10,606,316 for collections held in reserve pending the outcome of court litigation.
(3) 2015 Collections in Subsequent Years includes $4,463,110 for collections held in reserve pending the outcome of court litigation.
(4) 2016 Collections in Subsequent Years includes $3,178,435 for collections held in reserve pending the outcome of court litigation.

APPENDIX C

RESOLUTION NO. 2012-145, AS AMENDED, AND FORM OF THE 2017 SERIES RESOLUTION

APPENDIX D

FORM OF BOND COUNSEL OPINION

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT "C"
FORM OF CONTINUING DISCLOSURE CERTIFICATE

[Follows]

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Escambia County, Florida (the "Issuer") in connection with the issuance of its $_____ Sales Tax Revenue Bonds, Series 2017 (the "Bonds"). The Bonds are being issued pursuant to Resolution No. 2002-145, adopted by the Board of County Commissioner of Escambia County, Florida on September 11, 2002, as amended and supplemented from time to time, and specifically as amended and supplemented by Resolution No. _____ adopted by the Board of County Commissioners of Escambia County, Florida on May 25, 2017 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12.

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the Securities and Exchange Commission may be found by visiting the Securities and Exchange Commission's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "http://emma.msrb.org."

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by not later than April 30th following the end of the prior fiscal year, beginning with the fiscal year ending September 30, 2017 with respect to the report for the 2016-2017 fiscal year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, further, in such event, unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than fifteen (15) Business Days prior to the date set forth in (a) above, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to any Repository an Annual Report as required in subsection

(a), the Issuer shall send a notice to such Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent is other than the Issuer, the Dissemination Agent shall send a notice to any Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A if the Issuer is unable to provide an Annual Report to any Repository as required in subsection (a).

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement related to the Bonds dated _____, 2017 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of the historical financial and operating data set forth in the Official Statement under the captions:

(i) Historical Sales Tax Revenues;
(ii) Distribution of Sales Tax Revenues; and
(iii) Pro Forma Debt Service Coverage from Sales Tax Revenues.

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet Web site or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information,

to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material; and

15. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted in pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any annual financial information, financial statement or other financial information or operation data;

(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the Issuer;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of

the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees, to the extent permitted by law and solely from Sales Tax Revenues, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as _____, 2017

(SEAL)

ESCAMBIA COUNTY, FLORIDA

By:_____
Chairman

ATTEST:

By:_____
County Administrator

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Escambia, Florida

Name of Bond Issue: Sales Tax Revenue Bonds, Series 2017

Date of Issuance: _____, 2017

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 and 4(b) of the Continuing Disclosure Certificate dated as of _____, 2017. The Issuer anticipates that the Annual Report will be filed by _____, _____.

Dated:

ESCAMBIA COUNTY, FLORIDA

By:_____
Name:_____
Title:_____

SCHEDULE "I"
DESCRIPTION OF SERIES 2017 PROJECT

The Series 2017 Project consists of the planning, design and construction of a new 1,500 rated bed correctional facility, including but not limited to, security services, program services, inmate services, medical services, food services, facility maintenance, mechanical, electrical and security services and warehouse. The new correctional facility will be constructed in two phases utilizing the design-build construction delivery method pursuant to Section 287.055, Florida Statutes (Acquisition of Professional Architectural and Engineering Services).

Upon completion, the new correctional facility will replace the existing correctional facilities known as the Central Booking Detention Facility and the Main Jail.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12241 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: South Central Planning and Development Commission Software License and Service Agreement
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Software License and Service Agreement with the South Central Planning and Development Commission - Shawn P. Fletcher, Information Technology Department Director

That the Board take the following action concerning a Software License and Service Agreement with the South Central Planning and Development Commission :

A. Approve a Software License and Service Agreement with the South Central Planning and Development Commission (SCPDC) for use of the MyGovernmentOnline (MGO) Software Suite at an annual cost of $84,399.84 and with no initial setup fee. The cost will be divided between Building Inspections Permitting and the Information Technology Department. This software will replace the current Accela Civic Platform Software that is being used by Building Inspections Permitting, Development Services, and Environmental Code Enforcement;

B. Authorize the issuance of a Purchase Order, in the amount of $84,399.84, to South Central Planning and Development Commission for the MyGovermentOnline Software Suite; and

C. Authorize the County Administrator to execute all documents related to the acceptance of the Software License and Service Agreement with SCPDC for the MGO Software Suite.

[Funding: Fund 001 General Fund, Cost Center 270102, Information Technology $42,199.92, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration $42,199.92]

BACKGROUND:

Building Inspections Permitting, Development Services, and Code Enforcement have utilized Accela for the daily business activities since 2007. It has become a business tool that does not suit their needs. An alternative has been found in My Government Online, which is developed and maintained by the South Central Planning and Development Commission (SCPDC). The South Central Planning and Development Commission (SCPDC) is a government organization, which only requires a signed agreement to setup a partnership.
The Board approved moving forward with this agreement at the Committee of the Whole on May 11, 2017.

BUDGETARY IMPACT:

In December 2016 Purchase Order # 170899 for $252,587.43 for the renewal of the Accela Civic Platform Software was issued. By purchasing the South Central Planning and Development Commission MyGovernmentOnline Software Suite will be an approximate annual savings of $170,000. There are no upfront charges other than paying for travel and per diem for South Central Planning and Development (SCPDC) trainers, which GSA pricing has been agreed upon.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual, reviewed and approved the Agreement; however, the County Attorney's Office has requested that the Board be advised that the Agreement does not include the following standard "Governing Law" provision:

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

PERSONNEL:

No additional personnel are anticipated.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida Chapter 46 Article ll, Division 3, Section 81, Purchasing and Contracts

IMPLEMENTATION/COORDINATION:

The Information Technology Department will coordinate efforts on behalf of the County.

Attachments

South Central Planning and Development Commission
South Central Planning Presentation
Accela PO #170899

SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. Escambia County ("Licensee"), a political subdivision of the State of Florida domiciled in Escambia County.

1.2. The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created *MyGovernmentOnline* software (the "SCPDC Software"), and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This SOFTWARE LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain SCPDC Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information," including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in **Schedule B**.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in **Schedule A** and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as *MyGovernmentOnline* Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by **Schedule A**, the License excludes any sublicensing

of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. The License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) SCPDC and its Licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This License transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in **Schedule A**. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in **Schedule C**, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Except as otherwise provided in **Schedule A**, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

(a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the License granted pursuant to Section 3.1, Licensee agrees to pay SCPDC the annual License Fee specified in **Schedule A**. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax and shall provide one another with a tax exemption certificate. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in **Schedule A** for the fees described in **Schedule A.**

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC. All requests for Reimbursable Expenses shall require prior written approval by the Licensee and all expenses submitted for reimbursement must be verified with the appropriate documentation. SCPDC further agrees all requests for Reimbursable Expenses shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding Reimbursable Expenses upon reasonable notice. For the purpose of this Agreement, "Reimbursable Expenses" shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the following address:

Escambia County Building Services Department
Attn: Accountant
3363 West Park Place
Pensacola, Florida 32505

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT. There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and **Schedule C**.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the Agreement from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration, or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in **Schedule A**) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation.

Further, SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this Agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending. Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8. INDEMNIFICATION

8.1 INFRINGEMENT INDEMNITY. SCPDC warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party. SCPDC shall, at its expense, hold harmless, indemnify, defend or settle any claim, action or allegation brought against Licensee, its officers, employees, and agents that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any costs and damages awarded against Licensee in any such action including, but not limited to, attorneys' fees and costs, final judgments awarded or settlements entered in the action; provided that Licensee gives prompt written notice to SCPDC of any such claim, action or allegation of infringement and gives SCPDC the authority to proceed as contemplated herein. SCPDC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of SCPDC. Licensee shall give such assistance and information as SCPDC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, SCPDC may, at its sole option and expense:

(a) procure for Licensee the right to continue Use of the Software or infringing part thereof; or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or

(c) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Licensee the License Fees and maintenance fees paid for the annual term during which this Agreement is terminated.

SCPDC's obligation to indemnify under this section shall continue following whichever of these options is selected, including the option to terminate.

8.2 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of unauthorized modifications to the Software made by Licensee.

8.3 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8.4 HOLD HARMLESS. SCPDC agrees to protect, defend, indemnify and hold Licensee, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the SCPDC. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. SCPDC further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

9. CONFIDENTIALITY

9.1 CONFIDENTIAL INFORMATION. To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that: (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information; or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

9.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1 and 9.3, the non-breaching party may pursue its legal and equitable remedies.

9.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("Licensee Data").

SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

9.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SCPDC warrants that Licensee's Data and any information stored by SCPDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

9.5 PUBLIC RECORDS. SCPDC 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. SCPDC 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. SCPDC 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, SCPDC 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 SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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

10. TERM AND TERMINATION

10.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

10.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in

issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Upon providing sixty (60) days written notice to SCPDC, Licensee may terminate the Agreement for convenience. In the event of termination by Licensee, SCPDC shall be paid for services provided through the date of termination but shall not be entitled to any other recovery against Licensee, including, but not limited to, damages or any anticipated profit on portions of work not performed.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Event") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

10.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

11. NON-ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days

after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning and Development Commission	To: Escambia County County Administrator
Address: 5058 West Main St. Houma, LA 70360	Address: 221 Palafox Place, Suite 420 Pensacola, FL 32502

13. MISCELLANEOUS

13.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain: (i) any mechanism such as a "trap door," "time bomb," or "logic bomb," software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus," "worm," or similar programming routine.

13.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

13.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or

obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

13.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended except by a writing signed by both parties.

13.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

13.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

13.9 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

13.10 ENTIRE AGREEMENT. This Agreement (including the Schedules) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ESCAMBIA COUNTY, FLORIDA	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
By:	By:
Jack R. Brown, County Administrator	
Date	Date 5/2/17

WITNESS

WITNESS

Approved as to form and legal sufficiency.

By/Title:
Date:

SCHEDULE A
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

SOFTWARE USE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S *MyGovernmentOnline* Software Modules available for subscription under this agreement are: Permits and Licensing (*MyPermitNow*), Planning & Zoning, Solution Center (Complaint Management), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features, and unlimited reporting services.

B. LICENSE FEE

Due to the Licensee's anticipated high permit volume and need for multiple modules the following is a custom quote for Licensee's specific needs. The monthly billing rate per module will commence upon the software modules starting production use or "go live" date.

Module	Monthly Rate
Permits & Licensing (*MyPermitNow*)	$4,583.33
Planning & Zoning	$1,616.66
Solution Center (Complaint Management)	$603.33
Addressing / GIS Integration	$230.00

Other Fees:

On-Site Vists: Reimbursement of lodging, transportation and meals as defined in section 5.4.

SCPDC will invoice Licensee at the beginning of each month.

SCHEDULE B
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms, the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for: (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors; and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager. SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address
5058 West Main Street
Houma, LA 70360

Hours of Operation
8:00 a.m. to 4:30 p.m. CST

Contact Information
Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@scpdc.org

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will

offer to Licensee new versions of *MyGovernmentOnline* Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

(i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release

(ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;

(iii) Support Call (Tier 1): Issue resolved within one (1) business day; and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation; and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software, (b) clarification of the Documentation, (c) guidance in the use of the Software, and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Agreement.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide: (1) training for the use of the updated Software; and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this **Schedule C** shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from

SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing; and

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE. For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial Term and all renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT. Should SCPDC abandon development and support of the Software and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of the Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA. SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

New software for the Central Office Complex

MGO MY GovernmentOnline

CREATED BY GOVERNMENT FOR GOVERNMENT

Jurisdiction Software Suite that includes: Permits & Licensing, Solution Center, Planning & Zoning, Public Works, Community Development, Grant & Loans, GPS, Financial and GIS Software Integration and more!









(Printed Brochures Available by Request)

Benefits

- Accela Land Management online was $255,000 last year, and it will increase by 3% December. My Government Online is $85,000 when the organization goes live.
- My Government Online was develop by a government agency in Louisiana over 10 years, which means that they understand the needs of other government agencies like the Escambia County Board of County Commissioners.
- There are no upfront costs. The billing begins when the organization goes live on the system, which takes about 6 – 8 months.
- My Government Online is hosted online. The affected departments have viewed a live system, and the performance is much better than they presently have with the existing system.

Zero Up-front Costs and Setup Fees

	Private Sector Software Typical Costs	MyGovernmentOnline (all modules)
Setup	$250,000+	**$0.00**
Maintenance	$20,000+	**$0.00**
Training	$30,000+	**$0.00**
Phone Support	$90+ per Hour	**$0.00**

** Graph values vary depending on jurisdiction size.
*** Cost estimate based on software packages of comparable features.

- One low, monthly fee covers all your needs even unlimited support.
- Monthly fee based on permit volume
- Technology fee to cover software cost

About Our Software

- Original Project leaders are still with the project.
- Software has been in use for over 10 years.
- Hundreds of implementations in 6 states.
- Created by Government for Government.

Award Winning Software

- 2010 International Economic Development Council Program Award
- 2015 and 2016 AWS “City on a Cloud” winners





Proven Results

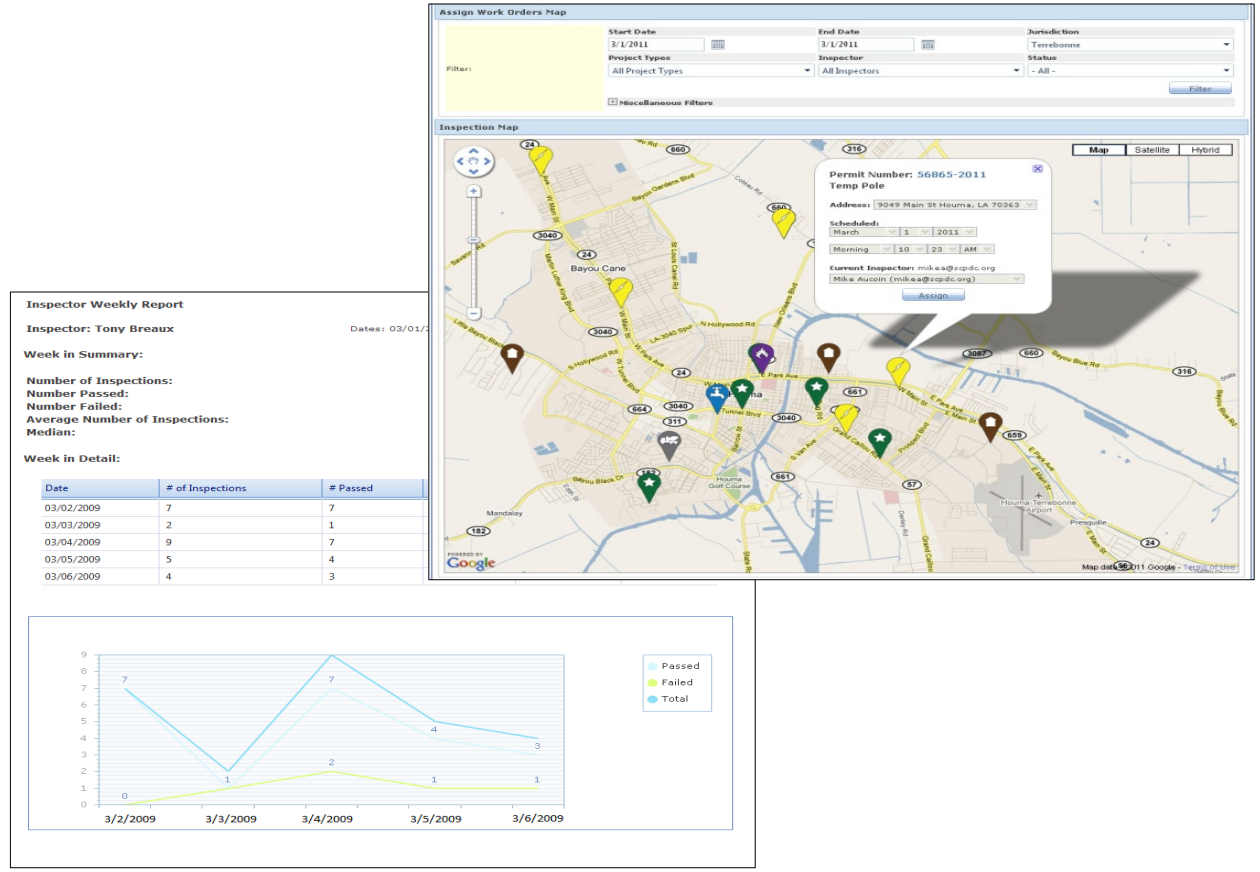


"The response from the building community to the administration has been overwhelmingly positive. They have been very vocal to the Administration that the automatic phone notifications and digital plan review is a huge time and money saver for them as they no longer have to "babysit" their job to find out results."

Carey Chauvin
East Baton Rouge
Assistant Chief Administrative Officer/Director of Development
225-389-3226

What are Builders and Residents Experiencing to have them Praise the System to Jurisdiction's Administrations?

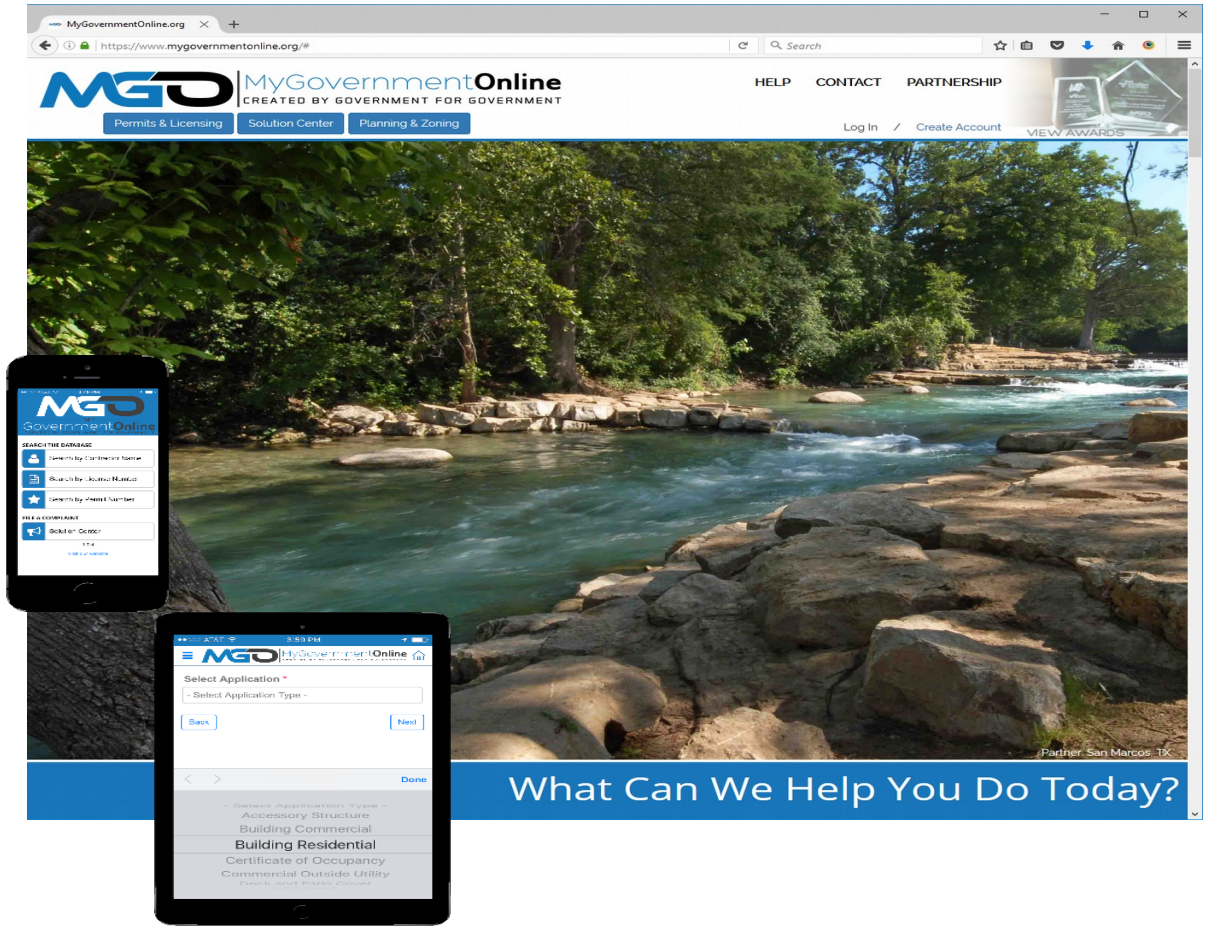
- 24 Hour Customer Portal
- Mobile Work Orders / Inspections
- Digital Plan Review
- Automatic Phone Alerts
- Automated Work Flow
- Customized Reports
- Unlimited Support



MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Customer Portal – Permits & Licensing

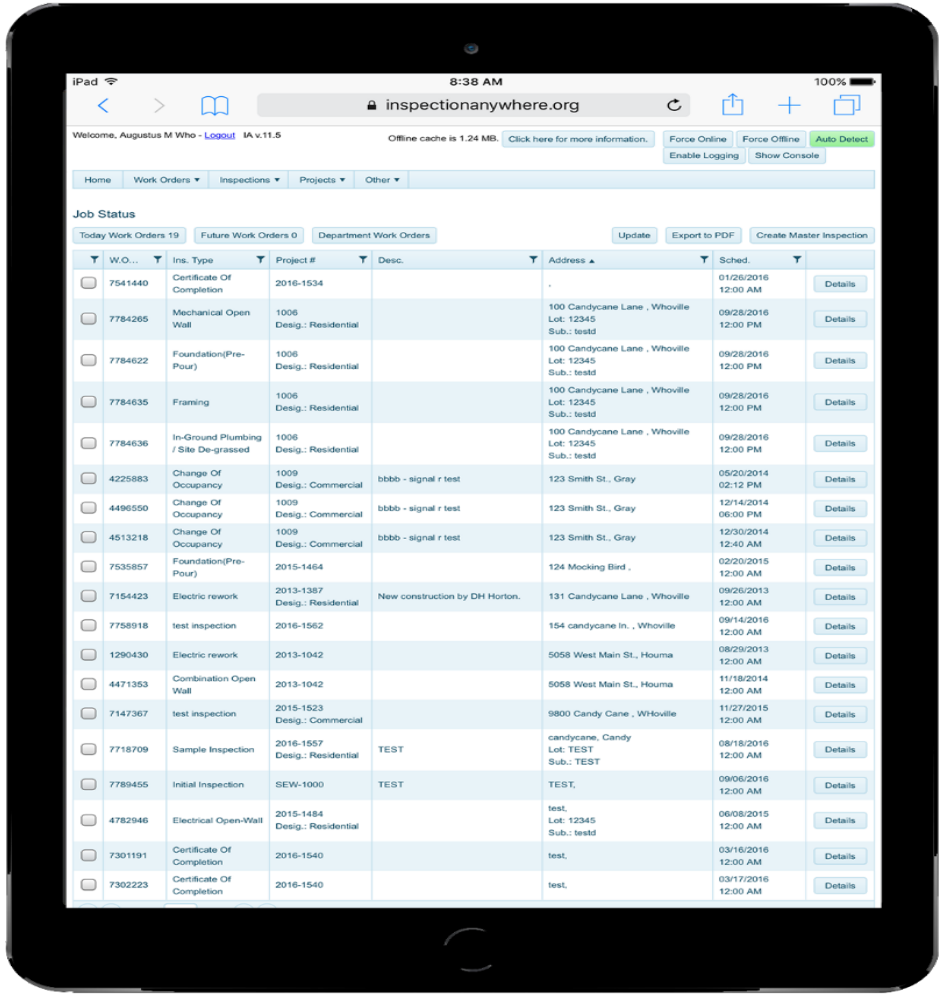
- Apply for Permits Online
- View status of “Check list” items needed to complete permit process in real time
- View Inspection Reports
- View original and revised plans
- One customer portal account allows you to manage permits, code enforcement issues, addressing and more across multiple jurisdictions!
- Historical data is stored online indefinitely
- All features are completely FREE
- There are no charges for any of the functionality of the



MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Mobile Work Orders/Inspections

- Complete reports directly on the job site.
- Works without remote internet access.
- New work order alerts are sent in real time via text message and I.A. software.



Digital Plan Review

- Go green with our completely paperless plan review process to track all revisions.
- Allow multiple users and departments to review documents simultaneously.
- Drag and Drop code references and diagram schematics.



Ease of Use

"I really did not have any computers skills to speak of when I was hired and was very concerned to find out I would have to do plan review on a computer and not on paper. But after a few days I loved it and I never want to do a paper plan review again!"

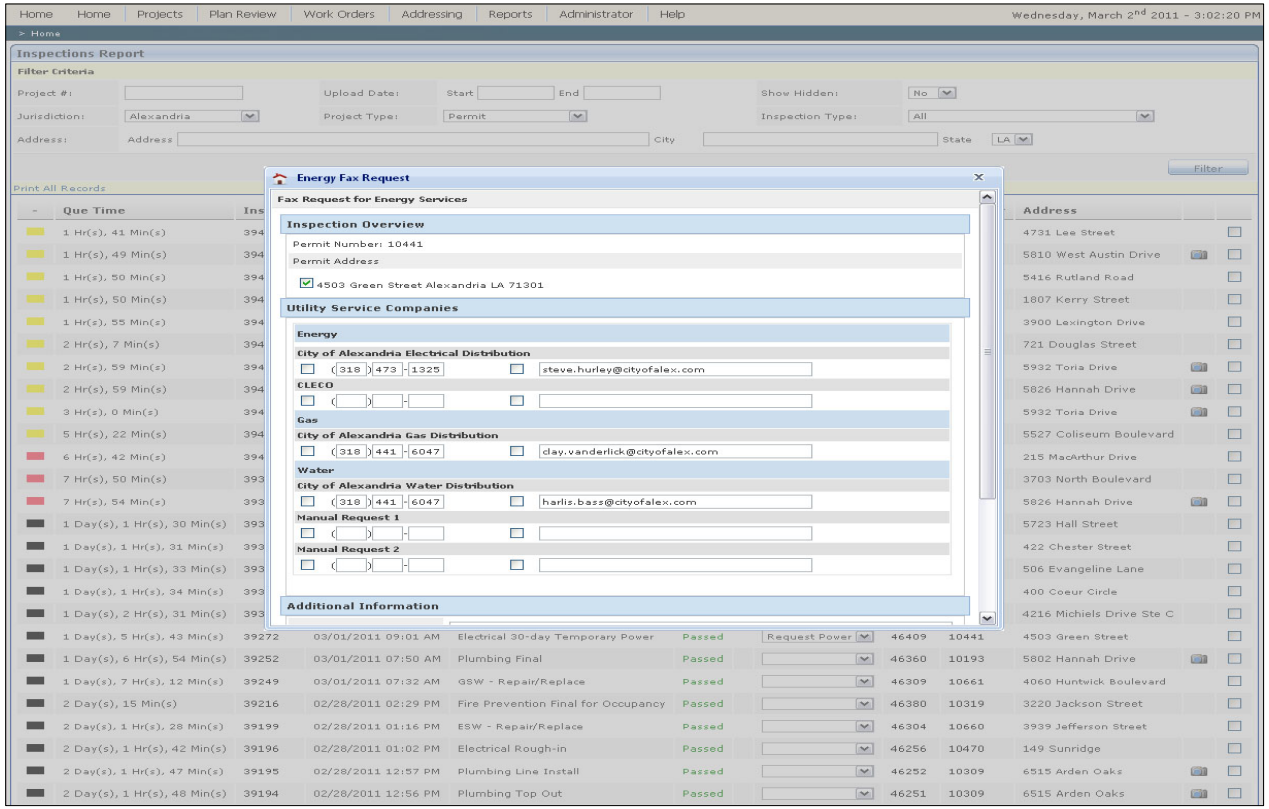
Carl Dupre

Plan Reviewer



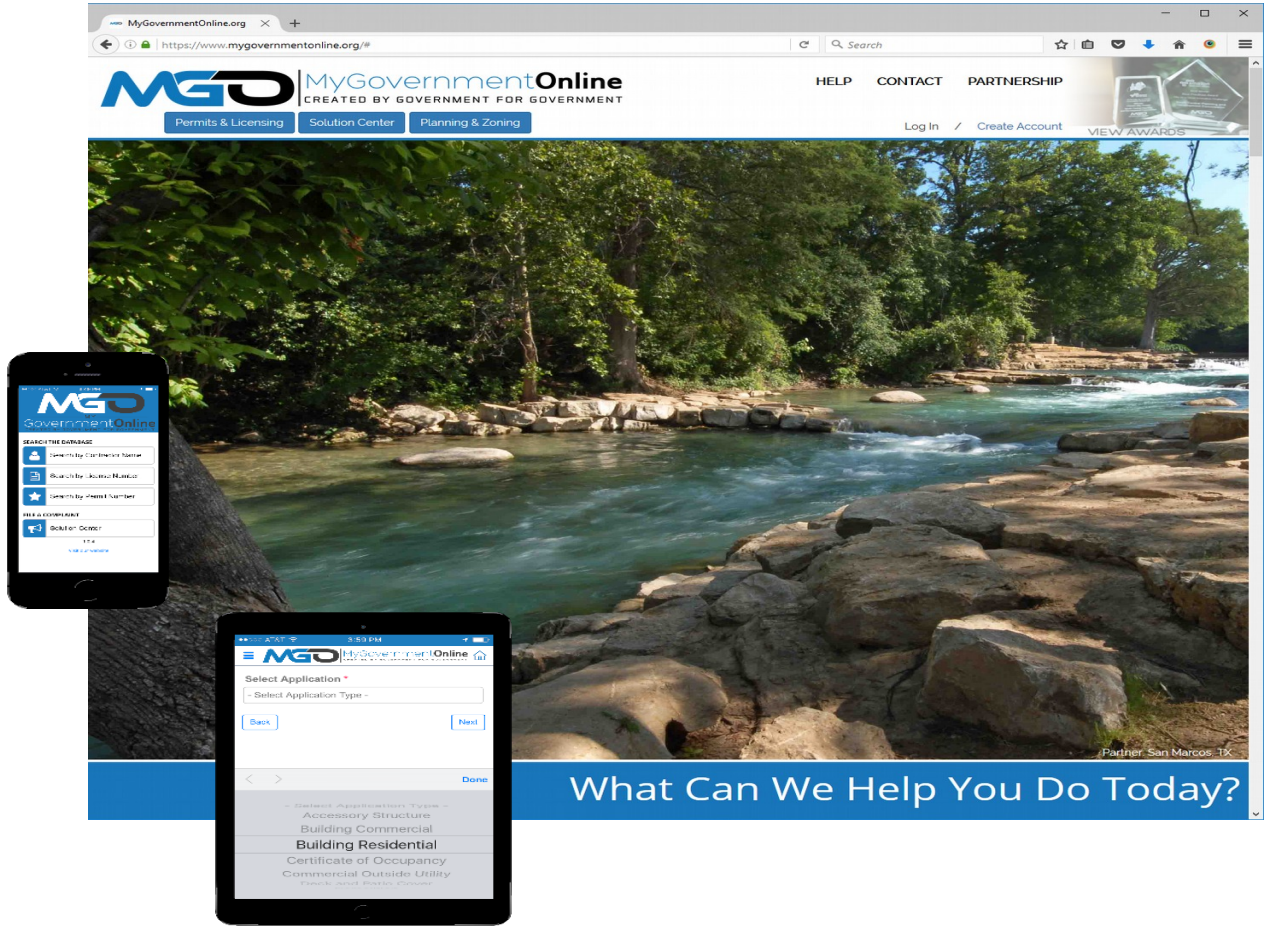
Phone, Text and E-mail Alerts

- Our system automatically calls phone numbers provided by the customer and reads their inspection results in a human voice.
- Configure automatic alerts and report delivery through e-mail, fax and text messaging.

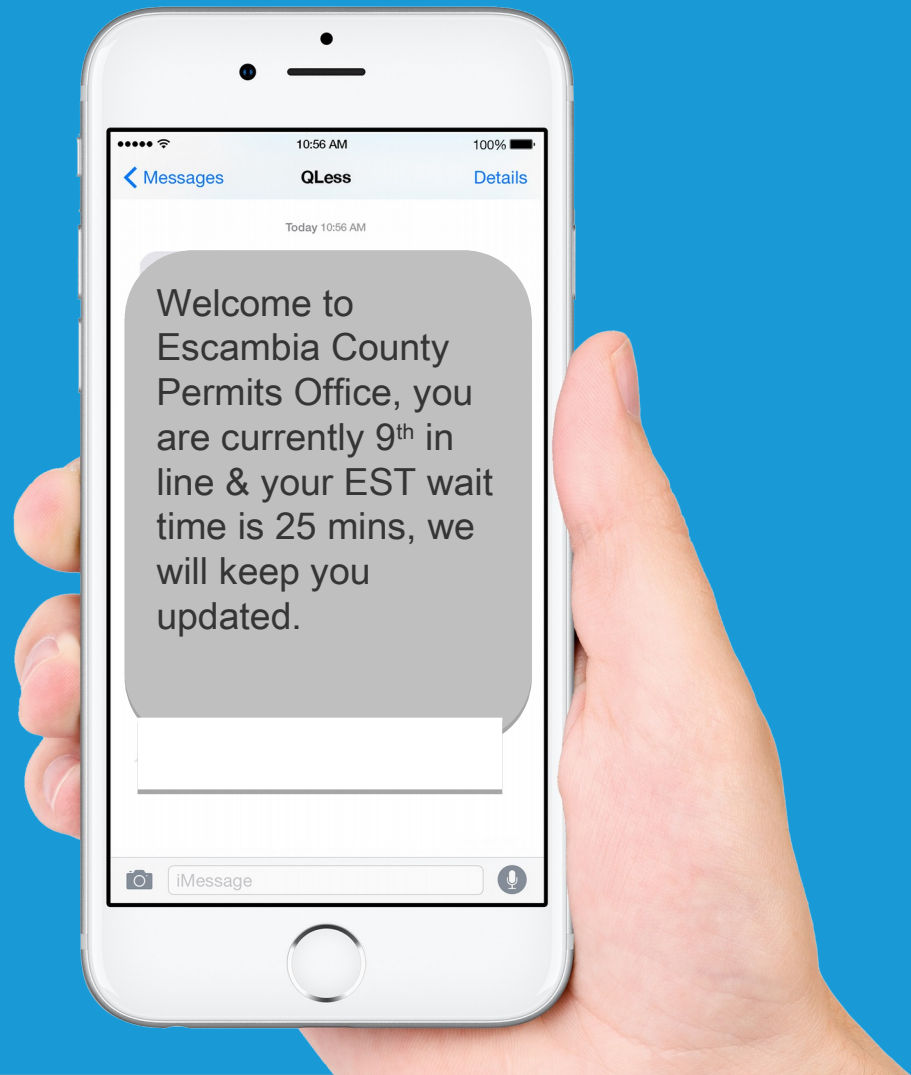


Customer Portal

- Submit Photos, Forms and Applications to a Jurisdiction from mobile or desktop devices.
- View real time work flow of a project.
- View work order results.
- View original and revised documents.
- One customer portal account allows user to manage all data across multiple jurisdictions!
- Historical data is stored online indefinitely.
- All features are completely FREE.



The Wait is Over



Benefits

- Better tracking of customers.
- It will provide better customer service and a better customer experience.
- Employee workload tracking
- Departmental continuity – departments are aware of each others customers and tracking
- Employee efficiency through scheduling

Current Clients in the State of Florida

TAX/DMV clients:

Escambia County Tax (Pensacola)
Orange County Tax – (Orlando)
Bay County Tax (Panama City)
Lee County Tax – (Fort Myers)
Sarasota County Tax (Sarasota)
Okaloosa County Tax - (Niceville)

Permits/Development clients:

Broward County
Sarasota County
City of St. Petersburg
City of Orlando

QLess Components



5 Reasons Why Government Agencies Love QLess



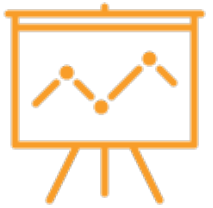
Eliminate Long Physical Lines



Boost Staff Productivity and Operational Efficiencies

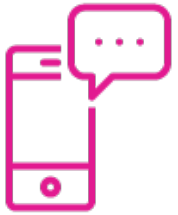


Reduced Citizen Complaints & 5 Star Yelp Reviews



Gaining Valuable Insights with Tracking and Reporting

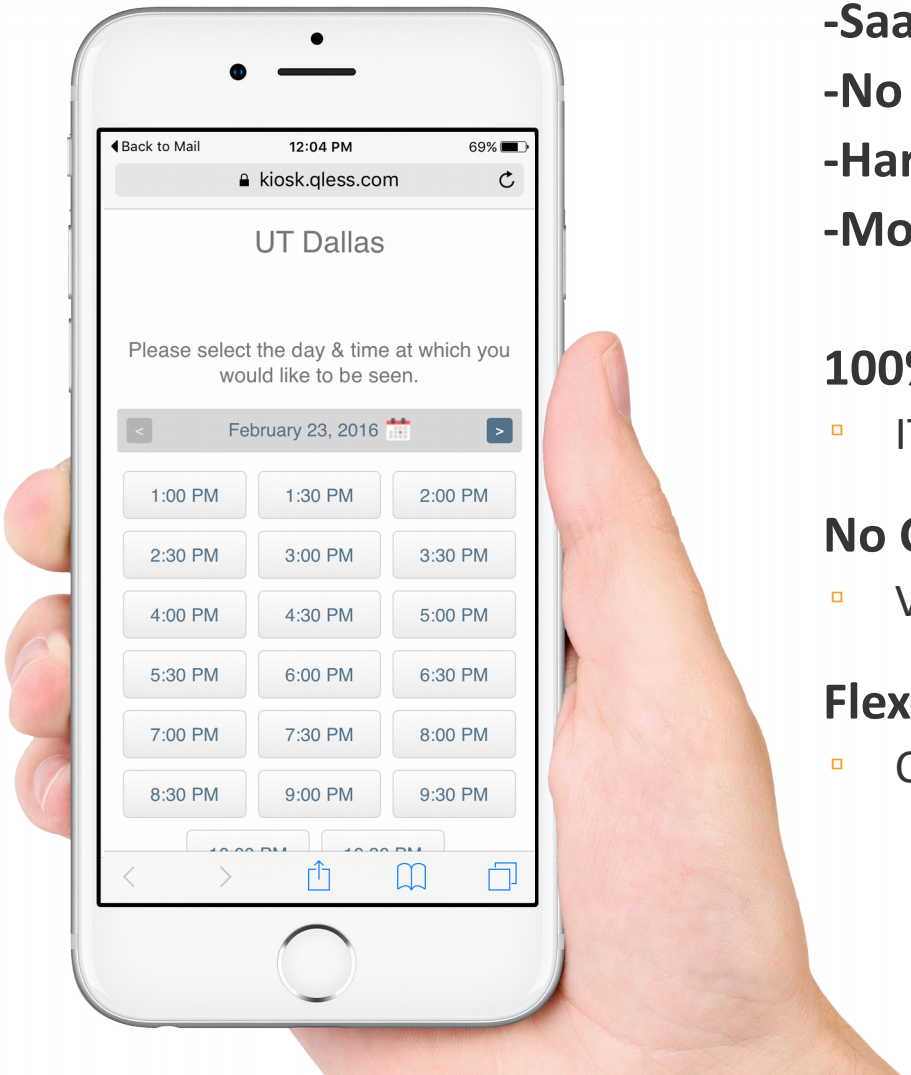
SMS Surveys



Enhance Communications and Citizen Engagement

Key Benefits

Why QLess?



-SaaS– Cloud Based – 99.9% guarantee

-No User Model– UNLIMITED USERS

-Hardware Agnostic– use any hardware you want

-Mobile Queuing (remote join)

100% Web Based –

- IT cost savings, redundancy, IT time savings

No Citizen left behind - ADA

- Voice-in, Kiosks, Mobile kiosks

Flex-Appointments

- Collect valuable data on your appointments

PURCHASE ORDER NO. 170899

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
010763 FAX: 925-659-3201
ACCELA INC
2633 CAMINO RAMON STE 500
SAN RAMON CA 94583

SHIP TO
BUILDING INSPECTIONS
3363 W. PARK PLACE
PENSACOLA, FLORIDA 32505

ATTN:

ORDER DATE: 12/13/16	BUYER: PAUL NOBLES	REQ. NO.: 17000992	REQ. DATE: 12/22/16
TERMS: NET 30 DAYS	F.O.B.: N/A	DESC.: BCC APPROVED 12/8/16	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		ACCELA INC SUBSCRIPTION CONTRACT NO: 11428_2016-12-23_2017-12-22 AGREEMENT FOR FY 2016/2017 PER BCC APPROVAL ON 12/08/2016.	252587.4300	252,587.43

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	250111	54601	126,293.72	
01	270102	54601	126,293.71	

PAGE TOTAL	$	252,587.43
TOTAL	$	252,587.43

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11386 **County Administrator's Report 9. 0.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Purchase Order for Accela Land Records Management Platform Subscription and Hosting Fees
From: Donald R. Mayo, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Purchase Order for Accela Subscriptions Services - Harry T. Gibson, CFM, Iterim Building Services Department Director / Building Official

That the Board approve and authorize a purchase order in the amount of $252,587.43 to Accela, Inc. for annual Accela Civic Platform subscription services, annual maintenance fees for Accela IVR, and annual hosting fees for Accela IVR for the County.

[Funding: Fund 001 General Fund, Cost Center 270102 Information Systems - $126,293.71, and Fund 406 Building Inspections Fund, Cost Center 250111 Building Inspections Administration - $126,293.72]

BACKGROUND:
Each year, the Building Services Department and the Budget Services Department, Information Technology Division, have shared equally in the cost of the annual Accela Land Records Management software maintenance fees for all users in Escambia County. On October 22, 2015, the Board approved to exchange these Accela products, which were on-premise self-hosted software, to Accela Subscription Services, which are Accela hosted and managed services. This agreement with Accela continues these annual subcription services to the Accela Civic Platform and Accela Citizen Access, annual maintenance fees for Accela IVR, and annual hosting fees for Accela IVR for the period of 12/23/2016 to 12/22/2017. County staff has carefully examined the Hosting Agreement and IVR Maintenance Agreement, and determined that it will be beneficial to Escambia County to renew these services for all users.

BUDGETARY IMPACT:
Funds are available in Fund 001 General Fund, Cost Center 270102 Information Systems, and Fund 406 Building Inspections Fund, Cost Center 250111 Building Inspections Administration.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:
No implementation required.

Attachments

Accela Hosting Invoice
Accela Hosting Agreement
Amendment to Hosting Agreement
IVR Hosting Agreement
IVR Maintenance Agreement

Escambia County
Clerk's Original

10/22/2015 C/W #12

Date: 10/28/2015 Verified By: B. Carver

HOSTING AGREEMENT

1. Parties

ACCELA	CUSTOMER
Accela, Inc.	BCC, Escambia County, FL
2633 Camino Ramon, Suite 120	Steven Barry, Chairman
Bishop Ranch 3	
San Ramon, California 94583	_____
Attention: Contracts Administration	Attention: _____
T: 925.659.3200	T: _____
F: 925.407.2722	F: _____
e-Mail: contractsadmin@accela.com	e-Mail: _____

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this HA to Accela **no later than** _____, **201**____, this HA is effective as of the date of Customer's signature and will continue for a period of _____ (____) years. Customer may elect to continue these hosting services for an additional annual term by paying to Accela the fees associated with said additional term when these are due. Such fees will be calculated as the prior term's annual fees plus an increase of five percent (5%).

2.2 Termination Either party may terminate if the other party materially breaches this HA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this HA, all rights granted to Customer are cancelled and revert to Accela.

3. Hosting Services

3.1 Scope of Hosting Services Accela will provide the hosting services described in this Section and in Exhibit A for the following software products ("Hosted Applications"):

- _____

3.2 System Administration and Security The Hosted Applications will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

3.3 Infrastructure Availability Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to live-production Hosted Applications unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, Accela warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine

percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, Accela will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to Accela, can be objectively verified, and the Hosted Application is being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

3.4 Warranty Accela will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to Accela for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	15% of pro-rated monthly hosting fees
Less than 99.0% but greater than or equal to 95.0%	35% of pro-rated monthly hosting fees
Less than 95.0%	100% of pro-rated monthly hosting fees

4. Customer Property Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to Accela. Customer retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, Accela will provide Customer with:

(i) a copy of its data in an Oracle database dump file, not more than once per calendar quarter,
(ii) an APO property conversion upload, not more than twice per annual term, and
(iii) a Crystal Report placement, not more than ten (10) times per annual term.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that Accela provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays all unpaid amounts due to Accela. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, Accela will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

4. Compensation

4.1 Hosting Fee In exchange for the Hosting Services described hereinabove, Customer will pay to Accela a hosting fee of _____ ($_____). Said hosting fee is a fixed-price deliverable for which full payment is due upon signing.

4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described herein. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

5. Confidentiality

5.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
b) information which is available to Recipient from a third party without violation of this HA or Disclosing Party's intellectual property rights;
c) information disclosed pursuant to Subsection 6.4 below;
d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
e) information which is subpoenaed by governmental or judicial authority; and
f) information subject to disclosure pursuant to a state's public records laws.

5.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this HA ("Confidentiality Term").

5.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for

Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

5.4 Publicity During the term of this HA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

6. Other Terms and Conditions

6.1 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

6.2 Force Majeure If either party is delayed in its performance of any obligation under this HA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

6.3 Dispute Resolution This HA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this HA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Clara County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this HA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this HA will not prevent that party from thereafter objecting to that breach or any other breach of this HA.

6.4 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.

6.5 Survival The following provisions will survive the termination or expiration of this HA: Section 3.4, as to limitation of remedy; Section 5 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 6 and all subsections thereof with the

exception of Subsection 6.4; and Section 7 and all subsections thereof with the exception of Subsection 7.2.

6.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

6.7 Severability and Amendment If any particular provision of this HA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this HA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this HA will be effective unless it is described in writing and signed by the Parties.

ACCELA	CUSTOMER Board of County Commissioners Escambia County, Florida
By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	Steven Barry (Print Name)
Its _____ (Title)	Its Chairman (Title)
Dated: _____ (Month, Day, Year)	Dated: 10/27/2015 (Month, Day, Year)

Exhibit Follow.

END OF DOCUMENT

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/13/2015

BCC Approved October 22, 2015

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

EXHIBIT A
Hosting Services

Accela will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The proposed solution shall operate with an Oracle database backend.

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions and customers.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

Accela shall provide a PCI compliant infrastructure for deployment within the proposed data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, test, production and staging environments.

Accela shall provide a business continuation strategy that can be implemented in the event of catastrophic failure at the Accela's primary site; such a strategy will provide that the Accela backup site will be live and functional within 24 hours.

Accela shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

Accela contracts for extended warranty services. In the event that warranty services are required, Accela shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

Accela shall perform daily backups of the data using Oracle RMAN-based, compressed backup sets. . The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage

system. Accela's backup strategies and fully redundant DR site ensure that a complete system rebuild of data will not be necessary.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than 43 minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

Accela will provide the customer with a full database export on a quarterly basis. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week. Data exports will be posted to the Accela FTP site within 72 hours of the request.

Accela will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, Accela shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware.

1. Accela will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide a mirrored backup of the system.

2. Accela will provide, manage and maintain, for the System, the physical hardware, racks, and switches. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela will perform the following tasks:

- Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)

- Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
- Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage

D. Facilities Services

Accela will provide a PCI compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela will perform the following:
   - Provide the operational support processes required for up/down monitoring
   - Document and track all detected problems using the site problem management process
   - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela will perform the following:
   - Perform systems operation functions such as power on/off and start/stop/reset device intervention
   - Monitor vendors on the Accela premise performing work maintenance or problem resolution work
   - Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela will perform the following:
   - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
   - Monitor system software status and take necessary action to resolve any issues
   - Perform operation system software tuning as required to maintain daily operations for Accela-provided services
   - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
   - Install patches per vendor instructions for security exposures deemed critical by the vendor
   - Participate in the identification of connectivity and associated network problems
   - Plan and implement necessary changes for the System
   - Document and track all configuration management changes using the site change management process
   - Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system and flat-file data.
2. Accela will perform the following:
   - Design and implement the backup Plan
   - Perform backups

- Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service rate in the Contract.
- Monitor backup processes and verification of successful completion
- Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela will perform to following:
   - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
   - Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
   - Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
   - Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services.

K. Hardware Management

Accela will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela will provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela will provide multiple ways to recover data:

- Use of Oracle's flashback technology at either the query or table level
- Mounting of the latest snapshot as a cloned database to retrieve data
- Use of the logical export to restore the data to a new database to export it.
- Use of RMAN to perform a point-in-time recovery of the data files and archive logs to an isolated cloned instance

Use of RMAN to perform a point-in-time recovery of the database proper Switchover/Failover to the DR site in case of a severe primary site outage.

END OF DOCUMENT

Escambia County
Clerk's Original

10/22/2015 #12 CW Recommendation

AMENDMENT

1. Parties

ACCELA	CUSTOMER
Accela, Inc.	Escambia County, Florida
2633 Camino Ramon, Suite 500	Board of County Commissioners
Bishop Ranch 3	3363 West Park Place
San Ramon, California 94583	Pensacola, Florida 32505
Attention: Contracts Administration	Attention: Building Services Department
T: 925.659.3200	T: 850.595.3693
F: 925.407.2722	F: 850.595.3589
e-Mail: contractsadmin@accela.com	e-Mail: gsgarret@myescambia.com

2. Effective Date This Amendment to the Consulting Services Agreement between Accela, Inc. and Escambia County, dated December 5, 2006, ("Agreement") is effective as of December 22, 2015 ("Effective Date").

3. Deliverables and Compensation

3.1 Customer has opted to exchange certain Accela software products from on-premise self-hosted software licenses to Accela Subscription Services. The Accela Subscription Services as more fully described in the Subscription Order Form, Terms and Conditions, attached hereto as Attachment A and incorporated into the Agreement, supersede the prior license and maintenance terms as to Accela Automation® Land Management, Accela Automation Licensing™, Accela Wireless/Mobile Office™, Accela GIS™, and Accela Citizen Access™ ("Subscription Service Products").

3.2 Customer's tenth-term annual maintenance obligations for the Subscription Service Products will cease upon the Effective Date. Maintenance obligations for Accela IVR™ shall remain in full force and effect as more fully described in the Maintenance Agreement, attached hereto as Attachment B and incorporated into the Agreement.

3.3 Managed Services (Hosting) for Accela IVR, as more fully described in the Hosting Agreement, attached hereto as Attachment C and incorporated into the Agreement, shall commence as of the Effective Date.

3.4 The Subscription Services, IVR Maintenance, and IVR Hosting services shall continue for five (5) years. The associated fees for the five year period are summarized as follows:

Deliverables	Quantity	Fees
Accela Civic Platform – Subscription Services	100	$214,920.00
Accela Citizen Access – Subscription Services	Pop. 253,894	$7,616.82
Tenth-Term Annual Maintenance Fees for Accela IVR (12/22/15 – 12/21/16)	1	$9,999.00
Annual Hosting Fees for Accela IVR (12/22/15 – 12/21/16)	1	$12,694.70
	Total of Fees	**$245,230.52**

Fees are fixed price deliverables and due upon the Effective Date. Payment terms are net 45. During the extended five year term, annual fees shall not increase by more than three percent (3%) over the previous year's fees.

Not Agenda Backup
12/8/2015 K. Lovell

4. Terms and Conditions

4.1. Customer may elect to continue its Subscription Services, Maintenance Services and Hosting Services for additional annual terms by paying to Accela the fees associated with such terms as defined in Attachments A, B, and C, respectively.

4.2. Unless specifically amended, modified, or supplemented by this document, all terms and conditions of prior written agreements between the parties shall remain unchanged and in full force and effect. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

4.3. If any particular provision of this document is determined to be invalid or unenforceable, that determination shall not affect the other provisions which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

Approved as to form and legal sufficiency.

By/Title: Crawford ACA
Date: 12-1-15

Attest: PAM CHILDERS
Clerk of the Circuit Court
By: _____
Deputy Clerk

BCC Approved: 10/22/2015

BOARD OF COUNTY COMMISIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

Date: 12/8/2015

ACCELA, INC.

By: _____
(Signature)

By: _____
(Printed Name)

Dated: _____

Attachments A, B, and C Follow

Accela

Accela Inc.
2633 Camino Ramon, Suite 500
San Ramon CA 94583

Invoice #	INV-ACC24819
Invoice Date	10/10/2016
Invoice Currency	USD
Term Start Date	12/23/2016
Term End Date	12/22/2017
Billing Details #	
Page	1 of 1

Bill To:
Escambia Co, FL
Building Inspections Div.
3300 N. Pace Blvd.
Suite 300
PO Box 17248
Pensacola FL 32522-7248

Ship To:
Sue Garrett
Escambia, FL - County of
Building Services Department
3363 West Park Place
Pensacola FL 32505

Purchase Order No.	Customer ID	Accela Contract	Payment Terms	Due Date
	1916 Escambia, FL - County of	11428_2016-12-23_2017-12-22	Net 30	11/09/2016

Item Number	Description	Quantity	Ext. Price
SR10APFMSAS0001	Accela Civic Platform - Subscription User Renewal	100	$221,367.60
SR10AACAPOP0001	Accela Citizen Access - Subscription Population Renewal	253,894	$7,845.32
MR100IVRM120601	Accela IVR Annual Maintenance and Support Renewal	1	$10,298.97
HR10AIVR0000601	Accela IVR Managed Service Fees Renewal Term: 12/23/16 - 12/22/17	1	$13,075.54

Subtotal	$252,587.43
Trade Discount	
Tax	$0.00
Total Invoice Amount USD	$252,587.43

Please direct inquiries to:
Accounts Receivable Dept. at (925) 659-3275
Send an email to: accountsreceivable@accela.com

Accela TAX ID: 94-276-7678

Remit To:
Accela Inc.
774375
4375 Solutions Center
Chicago, IL 60677-4003

Wiring Instructions
Wells Fargo Bank
For credit to: Accela Inc.
Account: 412-1765507
ABA: 121000248

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the Florida Department of Health, Bureau of Emergency Medical Oversight, Emergency Medical Services (EMS) County Grant Application for the Fiscal Year 2016/2017, in the amount of $39,635.68 (Funding: Fund 110, Other Grants and Projects, Revenue Account 334221, Cost Center 330318):

   A. Adopt, and authorize the Chairman to sign, the Resolution *(R2016-159)* certifying that the monies received from the State of Florida EMS Trust Fund, as the Escambia County Emergency Medical Services Award, shall be used to improve and expand the County prehospital EMS system and shall not be used to supplant existing EMS budget allocations in any manner; and

   B. Approve, and authorize the Chairman to sign, the EMS Grant Application and Request for Grant Fund Distribution.

   Approved 5-0

3. Recommendation: That the Board approve, and authorize the issuance of, a Purchase Order, in the amount of $252,587.43, to Accela, Inc., for annual Accela Civic Platform subscription services, annual maintenance fees for Accela IVR, and annual hosting fees for Accela IVR for the County (Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - $126,293.71, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - $126,293.72).

   Approved 5-0

4. Recommendation: That the Board take the following action concerning the Chemical Water Treatment Contract, PD 13-14.013 (Funding: Fund 001, General Fund, Cost Center 310203, Object Code 54601 and Fund 113, Library Fund, Cost Center 110502, Object Code 54601):

   A. Approve the first 12-month Contract extension, effective February 19, 2017, to Triple Point Industries, LLC; and

   B. Authorize the Chairman to sign all related documents.

   Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12086 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Memorandum of Agreement with The University of Florida Economic and Life Cycle Evaluation of Municipal Solid Waste Management in Escambia County
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Agreement with The University of Florida for Economic and Life Cycle Evaluation of Municipal Solid Waste Management in Escambia County and Assessment of Alternative Solid Waste Approaches to Increase Recycling Rates - Patrick T. Johnson, Waste Services Department Director

That the Board approve and authorize the County Administrator to sign a Memorandum of Agreement between Escambia County and The University of Florida Board of Trustees for Economic and Life Cycle Evaluation of Municipal Solid Waste Management in Escambia County and Assessment of Alternative Solid Waste Approaches to Increase Recycling Rates.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230304; Object Code 53101]

BACKGROUND:

The University of Florida's Department of Environmental Engineering Sciences (UF) proposes to assist Escambia County's Waste Services Department by conducting research on the BCC's current municipal solid waste (MSW) management program. UF is presently conducting a large research project (funded by the Hinkley Center for Solid and Hazardous Waste Management) titled Florida Solid Waste Management: State of the State. This larger project aims to conduct an economic and environmental assessment of available waste management strategies. As a result solid waste policy /decision makers will have a tool to use during decision making related to future solid waste management options. A more detailed description of this study can be found at the project website: http://www.essie.ufl.edu/home/townsend/research/florida-solid-waste-issues/hc16/.

The proposed Agreement between UF and the BCC will leverage the larger project and specifically examine alternative waste strategies for Escambia County. Deliverables from

this project will provide information and data which could be used to evaluate the feasibility of waste management strategies in Escambia County to potentially increase the county's recycling rate.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste Fund, Cost Center 230304, Object Code 53101.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual has reviewed the Agreement for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all agreements with Escambia County.

IMPLEMENTATION/COORDINATION:

Waste Services Department will provide a copy of the agreement to the project coordinator for the University of Florida.

Attachments

UF Agreement Exhibits A&B

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and The University of Florida Board of Trustees, whose address is P.O. Box 115500, Gainesville, Florida 32611, and whose FEI/EIN Number is 59-6002052 (hereinafter referred to as "UF").

WITNESSETH:

WHEREAS, the University of Florida, by and through its Department of Environmental Engineering Sciences, is currently conducting a research project funded by the Hinkley Center for Solid Waste and Hazardous Management titled *Florida Solid Waste Management: State of the State*; and

WHEREAS, the project entails conducting an economic assessment of the available strategies and technologies for solid waste management in the State of Florida along with an evaluation of the environmental footprint of these approaches by compiling a statewide database of solid waste material flow and waste commodity prices; and

WHEREAS, the research will attempt to identify new solid waste management strategies that, if implemented, may increase the statewide recycling rate to 75%; and

WHEREAS, as part of this project, UF has proposed conducting research specific to Escambia County's existing municipal solid waste (MSW) management program in order to examine alternative strategies of interest to the County; and

WHEREAS, the County desires to enter into an agreement with UF in order to participate in the research project as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and UF agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Scope of Services. UF agrees to perform the scope of services outlined in **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

3. Contract Amount. In exchange for the provision of the Scope of Services referenced above, County shall pay UF in accordance with the project Budget, attached hereto as **Exhibit B**, in an amount not to exceed seventeen thousand six hundred and four dollars ($17,604.00) inclusive of any reimbursable travel expenses. UF agrees any reimbursable travel expense requests in excess of the amount provided in **Exhibit B** shall be pre-approved by the County Administrator. UF further agrees all reimbursable travel expense requests shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit UF's records regarding reimbursable travel expenses upon reasonable notice.

4. Method of Payment. Upon completing the scope of services, UF may request payment from the County by submitting a properly executed invoice reflecting the number of hours expended and the amount due and owing for fees with appropriate supporting documentation. The invoice shall be submitted to:

Patrick T. Johnson, Director
Escambia County Waste Services Department
221 Palafox Place
Pensacola, FL 32502

Upon receipt and approval of the invoice, payment shall be made to the University of Florida and remitted to the following address:

University of Florida
CFO- Contracts and Grants
PO Box 113001
Gainesville, FL 32611

The County agrees it shall make its best efforts to pay UF within thirty (30) days of receipt and approval of the invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Contract Time. UF shall commence performance of the scope of services on May 15, 2017. No work shall be performed prior to the commencement of the term. Any work performed prior to the commencement of the term shall be at the sole risk of UF, and the County shall not be obligated to compensate UF for such services. The scope of services shall be completed on or before August 15, 2017.

6. Termination.

6.1 Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days written notification to the other. In the event of termination, UF will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination.

6.2 Termination for Cause. Either Party may terminate this Agreement in the event of failure of the other Party to fulfill any of its obligations under this Agreement. Prior to termination, the terminating Party shall provide to the other Party written notification regarding the reason(s) for termination. If the parties cannot reach an agreement within fourteen (14) calendar days from notice of termination on the corrective measures to be taken and the schedule for corrective action, the terminating Party may terminate this agreement by providing an additional fourteen (14) calendar days written notice to the other. Said notice shall specify the effective time and date of termination.

7. Conflict of Interest. UF agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. UF further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida

Statutes, relating to ethics in government. UF also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

8. Indemnification. The Parties hereto, their respective officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. Each Party to this Agreement shall be fully liable for the negligent acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party beyond the waiver provided by §768.28, Florida Statutes, and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

9. Insurance. The State of Florida is self-insured. As a state university, UF participates in the State Risk Management Trust Fund for General Liability and Workers Compensation Coverage with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment. Under this program, UF shall, provide and maintain: General Liability coverage of $200,000 each person and $300,000 each occurrence; Worker's Compensation coverage of $200,000 each person and $300,000 each occurrence; Fleet Automobile Liability coverage of $200,000/person, $300,000/occurrence and $10,000 personal injury and occurrence.

10. Independent Contractor Status. In the performance of this Agreement hereunder, UF is an independent contractor. UF shall not hold itself out as an employee, agent or servant of the County; and UF shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Non-Use of Names. Neither party may use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either party shall be submitted to the other party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. However, nothing shall prohibit either party from complying with §1004.22(2), Florida Statutes, regarding sponsored research activities.

12. Notice. Any notice or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: University of Florida	To: Escambia County
Attention: Brian Prindle	Attention: County Administrator
P.O. Box 115500	221 Palafox Place
Gainesville, Florida 32611	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

14. Force Majeure. Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion or (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, terrorism or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the performance under this Agreement.

15. Public Records. UF 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. UF 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. UF 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, UF 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 UF fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after providing seven days written notice, during which period UF still fails to allow access to such documents, terminate the contract. In such case, UF shall not be entitled to receive any further payment.

IF UF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UF'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

16. Assumption of Risk. Each party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, servants, and agents thereof while acting within the scope of their employment. UF warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF. County and UF further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

17. Compliance with Laws. UF agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

18. Audit. The County may inspect the books, procedures, and records of UF at any time to monitor compliance with this Agreement. Any such audit shall be at County's sole expense.

19. Equipment. Each party will be accountable for and keep title to all equipment it owns and utilizes under this Agreement.

20. Publication. Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise patent rights or inadvertently divulge proprietary information of a party.

21. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by UF without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

22. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same Agreement.

24. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. UF acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

26. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

_____
By: Jack R. Brown, County Administrator

BCC Approved: _____

_____
Witness

_____
Witness

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

_____
Witness

By:_____
Brian Prindle, Associate Director – Sponsored Programs

_____
Witness

Date:_____

Approved as to form and legal sufficiency.

By/Title: Edwal, ACA
Date: 5/16/17

EXHIBIT A: SCOPE OF WORK & DELIVERABLES

PROJECT NAME: Economic and Life Cycle Evaluation of Municipal Solid Waste Management in Escambia County and Assessment of Alternative Solid Waste Approaches to Increase Recycling Rates

General Description and Project Objective

The University of Florida's Department of Environmental Engineering Sciences (UF) proposes to assist Escambia County's Waste Services Department by conducting research on their current municipal solid waste (MSW) management program. UF is presently conducting a research project (funded by the Hinkley Center for Solid and Hazardous Waste Management) titled *Florida Solid Waste Management: State of the State.* This project aims to assess the magnitude, disposition and costs associated with the State's solid waste management program. Specific objectives include examining alternative waste management strategies to increase statewide recycling rates and the corresponding economic and lifecycle costs resulted from such strategies. The research proposed here involves conducting an Escambia County-specific study, leveraging the existing Hinkley Center project, with the objective of examining several alternative strategies of interest to the County.

Scope of Services

The research will be conducted by a UF student under the supervision of a UF faculty member. The student will visit Escambia County as needed to collect data, tour facilities, and interview solid waste system experts; all other research will be conducted at the University campus. The UF team will present the results of the work at the end of the summer to County staff. The following specific tasks will be performed.

- Collect and summarize all available data regarding the amount and disposition of MSW in Escambia County.
- Collect and summarize all available data regarding the current costs associated with MSW management in Escambia County.
- Calculate the carbon footprint and energy balance associated with MSW management in Escambia County.
- Assess the impact of instituting alternative waste management strategies in Escambia County to increase recycling rates. A series of alternative strategies will be preliminarily identified and presented to the County, and based on County input, the impacts of several strategies will be investigated in detail. Impacts will include the amount of material recycled (and associated change in recycling rate), systems costs, carbon footprint, and energy balance.
- Prepare a technical memorandum summarizing the results and make a presentation to County Staff.

EXHIBIT B: BUDGET

PROJECT NAME: Economic and Life Cycle Evaluation of Municipal Solid Waste Management in Escambia County and Assessment of Alternative Solid Waste Approaches to Increase Recycling Rates

A budget of $17,604 will cover the 3-month student internship, faculty supervision, travel for site visits, and the University overhead rate.

PROPOSED BUDGET
UNIVERSITY OF FLORIDA
ESSIE

PRINCIPAL INVESTIGATOR:
Dr. Timothy Townsend

SPONSOR: Escambia County

CONTRACT/GRANT NO:

DATES: 4 months
Est Start Date: 5/15/17

TITLE:

	% Time	Period Covered	Req. Amount
A. SALARIES:			
Faculty (Name):			
T. Townsend	100%	8 hours	$661
Senior Lecturer	100%	2 weeks	$4,615
		TOTAL SALARIES	$5,276
B. OTHER PERSONNEL SERVICES (OPS):			
OPS Student	100%	14 weeks	$6,720
		TOTAL OPS	$6,720
C. FRINGE BENEFITS:			
Faculty	26.9%		$1,419
Student OPS	2.5%		$168
		TOTAL FRINGE BENEFITS	$1,587
		TOTAL SALARIES, OPS & FRINGE BENEFITS	$13,583
D. TOTAL PERMANENT EQUIPMENT:		OCO	$0
E. TOTAL OPERATING EXPENSES:			
Travel	$500		
		EXPENSES	$500
F. TOTAL DIRECT COSTS:			$14,083
G. TOTAL INDIRECT COSTS:	25.0%	Total Direct Costs	$3,521
H. TOTAL BUDGET:			$17,604

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12215 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: DEP Agreement No. RES02 for the Design and Permitting of the Bayou Chico Contaminated Sediment Removal Project
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Environmental Protection Agreement for the Design and Permitting of the Bayou Chico Contaminated Sediment Removal Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the Florida Department of Environmental Protection (DEP) Agreement No. RES02 relating to a Gulf Coast Ecosystem Restoration Council Grant Award for the Bayou Chico Contaminated Sediment Removal Project:

A. Approve the DEP Agreement No. RES02, in the amount of $335,510, for design and permitting of the Bayou Chico Contaminated Sediment Removal Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments relating to no-cost extensions, subject to Legal review and sign-off, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:
Paragraph 33, (page 18 of 19), last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA]
Note: There is no county match required under the Agreement.

BACKGROUND:

Bayou Chico has experienced severe environmental degradation due to historic impacts including domestic and industrial wastewater discharges, shipyard-related pollution, and long-term untreated stormwater runoff. This project will provide funding for design and permitting for the removal of legacy contaminated sediment that remains in the Bayou. Activities included in this project will be bathymetric surveying, sample collection and analysis, engineering design, and permitting.

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and provided legal sign-off on the DEP Agreement No. RES02.

PERSONNEL:

No additional impact on personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with FDEP and other entities to implement the terms of the Agreement.

Attachments

DEP RES02-BayouChicoSedimentProject

DEP AGREEMENT NO. RES02

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
DEEPWATER HORIZON PROGRAM
GRANT AGREEMENT
PURSUANT TO
GULF COAST ECOSYSTEM RESTORATION COUNCIL GRANT AWARD(S)

In July 2012, the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act, Public Law 112-141, codified at 33 United States Code 1321 (U.S.C.) (hereinafter referred to as the "RESTORE Act") established the Gulf Coast Ecosystem Restoration Council (hereinafter referred to as the "RESTORE Council") and made funds available for the restoration and protection of the Gulf Coast Region through a new trust fund in the Treasury of the United States known as the Gulf Coast Restoration Trust Fund (hereinafter referred to as the "Trust Fund"). The Trust Fund contains eighty percent (80%) of the administrative and civil penalties paid by the responsible parties after July 6, 2012, under the Federal Water Pollution Control Act in connection with the *Deepwater Horizon* oil spill. The RESTORE Act outlines a structure by which funds can be utilized to restore and protect the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands, and economy of the Gulf Coast region. The RESTORE Council administers a portion of the Trust Fund known as the Council-Selected Restoration Component.

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502 (hereinafter referred to as "Grantee"), a local government, to provide federal financial assistance for the Bayou Chico Contamination Sediment Removal – Planning, Design, and Permitting (Planning) project (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, pursuant to the RESTORE Act and as a RESTORE Council member, the State of Florida, through the Department, is the recipient of federal financial assistance from the RESTORE Council through federal Financial Assistance Award No. Federal Award ID Number GNTCP17FL0018 for the purposes of restoring and protecting the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, coastal wetlands and economy of the Gulf Coast region using the best available science; and

WHEREAS, pursuant to clauses (i) and (ii) of 33 United States Code (U.S.C.) 1321(t)(1)(B), as listed on the RESTORE Council's approved Funded Priorities List, the Grantee is a subrecipient of RESTORE Act funds in order to implement one or more of the seven (7) objectives listed in the RESTORE Council's Comprehensive Plan: 1) Restore, Enhance and Protect Habitats, 2) Restore, Improve, and Protect Water Resources, 3) Protect and Restore Living Coastal and Marine Resources, 4) Restore and Enhance Natural Processes and Shorelines, 5) Promote Community Resilience, 6) Promote Natural Resource Stewardship and Environmental Education, and 7) Improve Science-Based Decision-Making Processes; and

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are

attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both Parties and shall remain in effect until November 30, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the RESTORE Council and/or the Florida Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $335,510 for completion of the work described in **Attachment A**. The Parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in **Attachment A**, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form** in accordance with the schedule in **Attachment A**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than thirty (30) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent thirty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

i. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in, 2 CFR Part 200, Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A.** Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures; allowable costs and uniform administrative requirements for Federal Programs can be found under 2 CFR 200 and 2 CFR 5900, at http://www.ecfr.gov/.

F. For the purchase of goods or services costing more than $2,500 and less than $35,000 the Grantee shall obtain at least two (2) written quotes. For any purchase over $35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisition Regulations, 48 CFR §2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR §200.320 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR§200.320(c)-(f).

G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures
Hospital	2 CFR Part 200 and 45 CFR Part 75

H. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

I. The table below identifies the funding supporting this Agreement. RESTORE grants providing the funds are listed by the Federal Award Identification Number (FAIN), followed by the Florida Accountability Contract Tracking System (FACTS) identification numbers in parentheses, and the Catalog of Federal Domestic Assistance (CFDA) number and program title.

FAIN (FACTS)	CFDA	Program Title	Funding Amount
GNTCP17FL0018 RST03	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$335,510
		Total Funding:	$335,510

J. Because of the federal funds awarded under this Agreement, the Grantee must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006***. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of federal funding and grants from the RESTORE Council. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment D, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. If applicable, a draft comprehensive final report must be submitted electronically in Microsoft Word format, in accordance with the schedule outlined in **Attachment A**. One (1) electronic copy in Adobe.pdf format or Microsoft Word format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in **Attachment A**. The Grantee's final report shall include an accounting of all Project expenses. Every publication of material based on, developed under, or otherwise produced under a RESTORE Council financial assistance award, except scientific articles or papers appearing in scientific, technical or professional journals must contain the following disclaimer:

> "This [report/video/etc.] was prepared by [Grantee] using Federal funds under award [Federal Award Identification Number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the Project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

D. If the direct and/or indirect purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

E. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial

disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.

i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the RESTORE Council or the Department.

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend or terminate this Agreement.

iv. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and RESTORE Council regulations (or in the case of the Department, recommend such a proceeding be initiated by the RESTORE Council).

v. Withhold further awards for the Project or program.

vi. Take other remedies that may be legally available.

vii. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. RESTORE Act-Specific Remedy for Noncompliance

In addition to the remedies available in the paragraphs above, the Grantee is subject to the RESTORE Act-specific remedies for noncompliance outlined in **Attachment I, RESTORE Council Financial Assistance Standard Terms and Conditions**, attached hereto and a made a part hereof.

D. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. During the term of this Agreement and for five (5) years following Agreement completion, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), the Florida Department of Environmental Protection, the State, or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.

B. The RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), the Florida Department of Environmental Protection, the State, or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Grantee and their subcontractors corresponding to the duration of their records retention obligation for this award.

C. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

D. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

E. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

F. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in paragraph 17, to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https:\\apps.fldfs.com\fsaa

C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Grantee agrees to comply with the procurement requirements contained in 2 CFR §200.317 through 2 CFR §200.326 for its selection of subcontractors, with the exception of procurement threshold amounts, which are provided in paragraph 3.F., of this Agreement.

C. The Grantee and/or the subcontractor shall not sub-grant or sub-contract any part of the approved Project to any agency or employee of the RESTORE Council and/or other Federal department, agency, or instrumentality without the Department's prior written approval.

D. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

E. In accordance with 2 CFR §200.321, the Grantee and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible. The RESTORE Council encourages non-federal entities to utilize small businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Grantee and its subcontractors may use the services and assistance, as appropriate, of such organizations as the Small Business Administration (https://www.sba.gov) and the Minority Business Development Agency (MBDA) within the Department of Commerce (http://www.mbda.gov).

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

The Grantee agrees to comply with, and include in subcontracts and subgrants, the following provisions:

A. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

B. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

C. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

D. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

E. If this Agreement is for more than $100,000, and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment F, Standard Form-LLL, "Disclosure of Lobbying Activities"** (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for less than $100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

F. In accordance with Section 216.347, F.S, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the State of Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

A. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. Commencement of Project activities may be subject to an environmental review or a determination of categorical exclusion under NEPA. The RESTORE Council maintains an Environmental Compliance Library (https://www.restorethegulf.gov/funded-priorities-list), which includes the RESTORE Council's NEPA Procedures and other environmental compliance documents as warranted to demonstrate the appropriate level of NEPA review for those projects, programs or activities approved on the Funded Priorities List. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.

16. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below.

Lisa M. Robertson, or Successor	
Florida Department of Environmental Protection	
Deepwater Horizon Program	
3900 Commonwealth Boulevard, MS #240	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2177
Fax No.:	(844) 273-0184
E-mail Address:	Lisa.robertson@dep.state.fl.us

The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) at the time of execution for this Agreement is identified below.

Taylor "Chips" Kirschenfeld, or Successor	
Department of Natural Resources Management	
Escambia County Board of County Commissioners	
221 Palafox Place	
Pensacola, Florida 32502	
Telephone No.:	(850) 595-4988
Fax No.:	(850) 595-4431
E-mail Address:	jtkirsche@myescambia.com

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.

B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager ***prior to*** performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the

Agreement. The Grantee shall notify the Department's Grant Manager within ten (10) calendar days of any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

Pursuant to 2 CFR §200.112, the Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Agreement. **Attachment G, Property Reporting Form,** is not applicable and shall be intentionally excluded.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment H, Quality Assurance Requirements for Contracts and Grants**. Any terms and conditions of the Agreement and **Attachment A** that vary from those contained in **Attachment H**, shall have precedence. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

23. DISCRIMINATION:

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

C. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

D. Grantee must identify any products that may be used or adapted for use by visually-impaired, hearing-impaired or other physically-impaired individuals.

24. DEBARMENT/SUSPENSION:

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 CFR Part 180), the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

25. COPYRIGHT, PATENT AND TRADEMARK:

The RESTORE Council and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:

A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.

B. Any right or copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.

C. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

26. CONTRACT PROVISIONS AND REGULATIONS:

By accepting the RESTORE grant funds listed in paragraph 3.I of this Agreement, the Grantee agrees to comply with, and include in subcontracts and subcontracts issued as a result of this Agreement, the provisions contained in **Attachment I, RESTORE Council Financial Assistance Standard Terms and Conditions**. Copies of these federal awards are available through FACTS (https://facts.fldfs.com), using the Grant Award ID (if known) search box, and searching by the FACTS identification number(s) provided in paragraph 3.I of this Agreement. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J**, **Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

27. SPECIAL AWARD CONDITIONS:

In addition to the contract provisions and regulations provided in paragraph 26, above, the Grantee is subject to certain Special Award Conditions attached to the RESTORE Council Financial Assistance Award.

A. **Non-Duplicative Use of RESTORE Act Funds -** The recipient will not seek any compensation for the approved project from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

B. **Environmental Compliance Section 404 Permitting -** Prior to undertaking any engineering and design activities to which Clean Water Act Section 404 and/or other laws might apply (e.g., sediment sampling), the recipient must obtain any required authorizations/permits and provide documentation of compliance to the Council.

C. **Environmental Compliance Planning Coordination -** During the permitting phase of this planning Project, the Grantee shall coordinate and consult with the relevant state and federal regulatory agencies to ensure effective and concurrent compliance with all potentially applicable environmental laws, including the National Environmental Policy Act, Clean Water Act, Endangered Special Act, Magnuson-Stevens Act, Coastal Zone Management Act, and other laws and requirements. Documentation of early coordination and consultations must be provided to the Department.

D. **Updates to the Observational Data Plan (Attachment K) -** The Grantee will update the Project's Observational Data Plan and any accompanying metrics to include/update any items currently listed as "Not available (N/A)" or "To be determined (TBD)." The Grantee must deliver updated plans and accompanying metric targets to the Department at least annually until all "N/A" or "TBD" values are provided.

E. **Updates to the Data Management Plan (Attachment L) -** The Grantee will update the Project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)" in the current version of the Data Management Plan. The recipient will also update the DMP to more clearly indicate how data will be delivered to the Department. The Grantee must deliver updated plans to the Department at least annually until all "N/A" or "TBD" values are provided.

F. **Observational Data Management and Delivery.**

i. Data Sharing: All data compiled, collected, or created under this Federal award must be provided to the Department on a yearly basis. Any observational data related to Gulf Coast restoration must be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, excepts where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must by sufficiently documented, using open metadata standards, to enable users to independently read and under the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support service-oriented architecture to maximize sharing and reuse of structured data. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

ii. Timeliness: Data must be provided to the Department on a yearly basis, and the public must be given access to data no later than two (2) years after the data are first collected and verified, or two (2) years after the original end date of the period of performance set out in the Federal award agreement (not including any extensions or follow-on funding), whichever first occurs.

iii. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [Grantee name] under Award No. [FAIN] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

iv. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Department when making future award decisions.

v. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

28. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

29. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

30. PUBLIC RECORDS ACCESS:

A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.

iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE**

DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at public.services@dep.state.fl.us or at the mailing address below.

Department of Environment Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

31. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

32. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

33. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

34. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Signature of Person Authorized to Sign

D. B. Underhill, Chairman
Print Name and Title

Date: _____

ATTEST: PAM CHILDERS Clerk of the Circuit Court

Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or designee

Print Name and Title

Date: 5/5/2017

Lisa M. Robertson
Lisa M. Robertson, DEP Grant Manager

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/10/17

FEID No.: 56-6000598

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (5 Pages)
Attachment	B	Payment Request Summary Form (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (2 Pages)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Disclosure of Lobbying Activities (2 Pages)
Attachment	G	*Attachment Intentionally Excluded*
Attachment	H	Quality Assurance Requirements for Contracts and Grants (6 Pages)
Attachment	I	RESTORE Council Financial Assistance Standard Terms and Conditions (55 Pages)
Attachment	J	Regulations (1 Page)
Attachment	K	Observational Data Plan (8 Pages)
Attachment	L	Data Management Plan (5 Pages)

ATTACHMENT A
GRANT WORK PLAN
DEP AGREEMENT NO. RES02

PROJECT TITLE: Bayou Chico Contamination Sediment Removal (Planning)

PROJECT LOCATION: Bayou Chico, a tributary to Pensacola Bay, has experienced severe environmental degradation due to historic impacts, including industrial and domestic wastewater discharges, shipyard-related pollution and long-term untreated stormwater runoff. Legacy pollutants remain in the Bayou. This project will provide funds to Escambia County for planning, design, and acquisition of all federal and state environmental compliance and permits for the dredging and removal of sediments enriched with nutrients and hydrocarbons from approximately 125 acres of Bayou Chico. The activities associated with this component include bathymetric surveying, sample collection and field assessments, data analysis, engineering and design, development of 100% design plans, acquiring all applicable federal, state, and local permits, and environmental compliance. See Figure 1. Project Site.

PROJECT BACKGROUND: The Gulf Coast Ecosystem Restoration Council (RESTORE Council) is comprised of eleven (11) state and federal members. Council members include the governors of Alabama, Florida, Louisiana, Mississippi, and Texas, the Administrator of the U.S. Environmental Protection Agency and the Secretaries of the U.S. Departments of the Interior, Commerce, Agriculture, Homeland Security, and the Army. The Secretary of the U.S. Department of Agriculture serves as Council Chair.

One of the RESTORE Council's primary responsibilities is to develop a comprehensive plan to restore the ecosystem and economy of the Gulf Coast region in the wake of the *Deepwater Horizon* oil spill. The RESTORE Council selects projects to be funded by the Gulf Coast Restoration Trust Fund and adds them to an approved Funded Priorities List. Projects listed on the approved Funded Priorities list must implement on or more of the seven (7) objectives set by the RESTORE Council:
(1) Restore, Enhance and Protect Habitats
(2) Restore, Improve, and Protect Water Resources
(3) Protect and Restore Living Coastal and Marine Resources
(4) Restore and Enhance Natural Processes and Shorelines
(5) Promote Community Resilience
(6) Promote Natural Resource Stewardship and Environmental Education
(7) Improve Science-Based Decision-Making Processes

PROJECT DESCRIPTION:
This Project will allow Escambia County to plan, design and secure permits for future dredging and removal of contaminated sediments enriched with nutrients and hydrocarbons for approximately 125 acres - the majority of the bayou. Areas that were recently dredged, including the federally maintained navigational channel, will likely be excluded from the project. The dredging of contaminated sediment will occur during a future phase. The future removal of additional sediment will significantly improve water quality, benthic habitat and the ecology of Bayou Chico.

Bayou Chico, a tributary to Pensacola Bay, located in Escambia County, Florida, has experienced considerable environmental degradation due to historic impacts, including industrial and domestic wastewater discharges, shipyard-related pollution, and long-term untreated stormwater runoff. Legacy pollutants remain in the Bayou Chico sediment, and significant restoration needs remain to be accomplished to allow the bayou to heal and regain its natural richness and productivity. Over many decades, Bayou Chico has been filling in with stormwater sediment from Jones Creek, Jackson Creek, and Maggie's Ditch. Fine grained sediment with a high silt and clay content has accumulated throughout the bayou smothering bottom habitat and degrading water quality and biological communities. The accumulated sediment is enriched with nutrients, heavy metals, and other pollutants typical of stormwater runoff and commercial activities in the basin. Commercial and recreational boating activities and periodic wave action from storms re-suspend the accumulated bottom sediment causing water quality and habitat impairment.

Maintenance dredging of the Bayou Chico navigation channel was successfully completed by the U.S. Army Corps of Engineers in 2008 to improve navigation and water circulation in the bayou. At that time, 54 samples were analyzed and showed elevated levels of total recoverable petroleum hydrocarbons, semi-volatile organic compounds, organochloride pesticides, metals, and total organic carbon (TOC). Removal of the sediment from the navigation channel resulted in improved water quality in the bayou.

Escambia County (Grantee) will oversee Project planning, designing, and securing of permits for future dredging and removal of contaminated sediments enriched with nutrients and hydrocarbons for approximately 125 acres. Specific tasks associated with this Project include bathymetric surveying, sediment analysis, field assessments, planning, engineering, creation of final design, and working with the appropriate federal, state, and local authorities to obtain all applicable permits needed to complete environmental compliance. The Grantee will use a competitively procured contractor to complete these activities.

TASKS and DELIVERABLES:

Task #1: Engineering and Design

Task Description: The Grantee will competitively procure a qualified contractor to provide architectural and engineering (A&E) services. Work requiring a professional license will be performed by professionals licensed in the State of Florida to provide the required services. Selection of the contractor will be completed in accordance with the Grantee's purchasing policies and procedures for A&E services.

Once selected, the contractor will provide the required A&E services, including: bathymetry, sediment data gathering and analysis, fields assessments, development of construction plans and specifications, engineering and creation of the final design (100%) based on sound engineering principles. The contractor will submit the construction plans, specifications, and final design to the Grantee for approval.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion and Department approval of each individual deliverable (1a, 1b, and 1c).

Deliverable 1a: The Grantee will submit electronic copies of the bathymetric survey and evaluate sub-bottom profile produced to determine horizontal and vertical distribution of sediment, and an electronic copy of the executed subcontract prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverable submitted, the Grantee may proceed with payment request submittal.

Deliverable 1b: The Grantee will submit electronic copies of the chemical analysis of sediment to be used to determine appropriate handling and disposal methods, as well as assist with prioritization of future implementation phases.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverable submitted, the Grantee may proceed with payment request submittal.

Deliverable 1c: The Grantee will submit electronic copies of final, 100% completed and approved final design, which should include the approved construction plans and specifications, developed bid documents, and proof of bid assistance.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the interim deliverable submitted, the Grantee may proceed with payment request submittal.

Task #2: Permitting

Task Description: The Grantee, in coordination with its contractor, will ensure that all necessary permits, approvals and authorizations are obtained to ensure full environmental compliance. Authorization may include, but not be limited to, permits from both the U.S. Army Corps of Engineers and the Department.

The Grantee will continue working with regulatory agencies throughout the Project to secure all required authorization as needed and to ensure that environmental compliance in maintained through the life of the Project. The Grantee has already completed the RESTORE Council's Categorical Exclusion Determination Form to comply with the National Environmental Policy Act (NEPA) as required. Documentation of NEPA Categorical Exclusion status is available on the RESTORE Council's Environmental Compliance Library (https://www.restorethegulf.gov/funded-priorities-list).

Deliverables: Copies of issued permits.

Performance Standard: The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1a	Bathymetric Survey	Upon Execution	3/31/2018	3/31/2018
1b	Sediment Analysis	4/1/2018	9/30/2018	9/30/2018
1c	100% Plans and Specifications, Develop Bid Documents, Bid Assistance	6/1/2017	9/30/2019	9/30/2019
2	Permitting	10/01/2018	9/30/2019	9/30/2019

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1a	Contractual Services (Subcontractor)	$70,000.00
1b	Contractual Services (Subcontractor)	$65,000.00
1c	Contractual Services (Subcontractor)	$175,510.00
	Total for Task 1:	**$310,510.00**
2	Contractual Services (Subcontractor)	$25,000.00
	Total for Task 2:	**$25,000.00**
	Total Project Budget:	**$335,510.00**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services (Subcontractor) Total	$335,510.00
Total:	**$335,510**

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RESTORE Projects Grant Work Plan Template for FY 16-17

(Revised 2/2/17)

Figure 1. Project Site



ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$**	**$**	**$N/A**	**$N/A**
Contractual Services (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	RES02		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. _____ and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Print Name and Title

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Gulf Coast Ecosystem Restoration Council	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$	*[insert number]*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT F

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employeeof a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT H

Department of Environmental Protection
Quality Assurance Requirements for Contracts and Grants

1. **GENERAL REQUIREMENTS AND DEFINITIONS**
   a. As applicable to the scope of services described in the contract work plan or other statement of work for this contract, the sampling, field testing and laboratory analyses performed under this contract shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
   b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
   c. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this contract.
2. **REQUIREMENTS FOR LABORATORIES**
   a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this contract. Laboratory certification requirements are described in rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to 62-160.300(5)(c), F.A.C.
   b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the contract, as determined by the Department according to 62-160.300(1)(c), F.A.C.
   c. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of contract execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the contract by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon contract execution.
   d. Laboratories shall maintain certification as specified in item 2.a above during the life of the contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The contractor shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required contract QA plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the contract.
   f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the contract shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the contract QA plan (section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.
   g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall

report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the contract QA plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the contract.

h. Additional laboratory quality control expectations:
   (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable contract data quality objectives.
   (ii) All laboratory testing procedures shall follow the analytical methods as approved in the contract QA plan (see Section 6).
   (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Attachment.
   (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the contract QA plan.

3. **FIELD ACTIVITIES**
   a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this contract shall be cited in the contract QA plan (see Section 6).
   b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this contract according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the contract QA plan (section 6 below).
      (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the contractor shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP contract manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this contract.
      (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
   a. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C. shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the contract. Longer retention times as specified in the contract shall supersede.
   b. All field and laboratory data and supporting information shall be reported for this contract according to applicable requirements in 62-160.340(3) through 62-160.340(8), F.A.C.
   c. Any other documentation and reports associated with work performed for this contract shall be likewise retained and shall include relevant information for the procedures described in sections 2 and 3, above.
   d. Any documentation or reports specifically identified in this contract as deliverable work products shall be retained as in 4.a., above.
   e. All field and laboratory records that are associated with work performed under this contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
   f. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the contract, and/or as described in the approved contract QA plan (section 6). Also see subsection k., below.

g. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).
h. Upon request by the Department contract manager or as required by the contract, copies of the original laboratory reports shall be submitted to the contract manager.
i. In addition to any reports of sample results provided per contract deliverable requirements and subsections b., e., f. and g., above, the contractor shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (section 4) upon request by DEP, including any of the following:
    - Laboratory sample identification (ID) and associated Field ID
    - Analytical/test method
    - Parameter/analyte name
    - Analytical result (including dilution factor)
    - Result unit
    - Applicable DEP Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.
    - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
    - Date and time of sample preparation (if applicable)
    - Date and time of sample analysis
    - Results of laboratory verification of field preservation of received samples
    - Sample matrix
    - DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this contract)
    - MDL, Limit of Detection (LOD) or other defined limit of detection
    - PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
    - Field and laboratory QC blank results:
        - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
        - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
    - Results for field duplicates (or replicates)
    - Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
        - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
        - Results of surrogate spike analyses
        - Results of laboratory control samples (LCS)
        - Results of calibration verifications
        - Acceptance criteria used to evaluate each reported quality control measure
j. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
k. In addition to any field information provided per contract deliverable requirements, and subsections b., e., f. and g., above, the contractor shall submit any of the field information and/or records associated with the contracted samples as described in this section (section 4) upon request by DEP, including any of the following:
    - Site name and location information
    - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
    - Date and time of sample collection
    - Sample collection depth, if applicable
    - Sample collection method identified by the DEP SOP number, where applicable
    - If performed, indicate samples that were filtered
    - Field test measurement results:
        - DEP SOP number (FT-series), where applicable
        - Parameter name

- Result
- Result unit
- Applicable Data Qualifier Codes per Table 1 of Chapter 62-160, F.A.C.

- Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).

l. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the contract, and/or as described in the approved contract QA plan (section 6). Required formats are specified below.
   (i) Data shall be reported electronically using the following format(s): See Attachment L, Observational Data Management Plan
   (ii) Hardcopy of reporting data shall be provided in the following paper format(s): see Attachment L, Observational Data Management Plan

5. **AUDITS**
   a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at contractor (or subcontractor) facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per section 4, above shall be provided by the contractor. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the contract, do not meet the data quality objectives specified by the contract, do not meet other applicable Department criteria described in the contract, its attachments, the QA Plan (see section 6, below) or these QA Requirements, do not applicable meet data validation criteria outlined in Rule 62-160.670, F.A.C.; or, are not otherwise suitable for the intended use of the data (however applicable), the DEP contract manager shall pursue remedies available to the Department, including those outlined in section 8, below.
   b. PLANNING REVIEW AUDITS –
      (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth**,** the contractor and all subcontractors shall review the contract QA plan (see Section 6 below) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the contract QA plan, shall be sent to the DEP contract manager, and a copy of all submitted documents shall be maintained with the permanent project records.
      (ii) Ongoing: Planning reviews as described in subsection (i) above shall occur annually thereafter for the remainder of the contract, if applicable to the duration of the contract.
   c. QUALITY SYSTEMS AUDITS – The contractor and all subcontractors shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. The results of these audits shall be documented in the contractor's and subcontractors' records. Copies of the above audit reports or results shall be provided to the DEP contract manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided.
   d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the contractor shall provide statements about data usability as necessary to address the topics in subsections (i) – (iii) below, relative to the contract data quality objectives and any data quality indicators that may be specified in the contract, its attachments, the QA Plan (see section 9, below), or these QA Requirements.
      (i) All applicable data quality acceptance and usability criteria for the contract, as specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements shall be met.

(ii) All quality control measures shall be evaluated according to the acceptance criteria listed in the applicable procedures, test methods, QA plan, Quality Manual(s), other contract attachments or these QA Requirements.

(iii) All sample results shall be evaluated according to all applicable usability criteria specified in the procedures, test methods, QA plan, Quality Manual(s), other contract attachments, or these QA Requirements.

6. **QA PLAN**

a. The contractor shall submit the contract QA plan identified below to the DEP contract manager no later than 120 days ***prior to the commencement of field and laboratory activities***. Failure to submit the QA plan in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved (or conditionally approved) by the DEP contract manager. The document shall be submitted as a

(i) The contractor shall prepare a QA plan that shall discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02, Section 1, Sampling and Analysis Plan.

b. The contractor may submit a version of the QA plan to the Department for approval no more than three times. If the contractor fails to obtain approval for the QA Plan after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the contract.

c. The DEP contract agreement number shall appear on the title page of the submitted QA plan. Within 45 days of receipt of the QA plan by the Department, the Department shall review and either approve the QA plan or provide comments to the contractor as to why the QA plan is not approved. If further revisions are needed, the contractor shall then have 15 days from the receipt of review comments to respond. The Department shall respond to all revisions to the QA plan within 30 days of receipt of any revisions.

d. If the review of the QA plan by the Department is delayed beyond sixty (60) days after the QA plan is received by the Department, through no fault of the contractor, the contractor shall have the option, after the QA plan is approved, of requesting and receiving an extension in the term of the contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the contract.

e. Work may not begin for specific contract tasks until approval has been received by the contractor from the DEP contract manager. Sampling and analysis for the contract may not begin until the contract QA plan has been approved (or conditionally approved).

f. Once approved, the contractor and subcontractor(s) shall follow the procedures and methods described in the contract QA plan and any other relevant quality assurance documents, including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
- Using only the protocols approved in the QA plan; and
- Using only the equipment approved in the QA plan.

g. If any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the contractor shall submit appropriate revisions of the QA Plan to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP contract manager. If the contractor fails to submit the required revisions, the DEP contract manager may suspend or terminate the contract. QA plan revisions or amendments shall be**:**

(i) Provided as amended sections of the current contract QA plan; or

(ii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved contract QA plan by reference or other linkage.

7. **DELIVERABLES**

a. The following lists the expected deliverables that are associated with the quality assurance requirements of this contract:

(i) Reports of planning review audits as specified in item 5.b. above.

(ii) Statements of usability as specified in item 5.d. above.

(iii) Contract QA plan, per Section 6, above.

8. **CONSEQUENCES**

a. Failure to comply with any requirement of this attachment (and any included addenda) may result in:

(i) Immediate termination of the contract.

(ii) Withheld payment for the affected activities.

(iii) Contract suspension until the requirement(s) has been met.

(iv) A request to refund already disbursed payments.

(v) A request to redo work affected by the non-compliant activity.

(vi) Other remedies available to the Department.

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ATTACHMENT I

RESTORE COUNCIL
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS

RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

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.15 The Federal Funding Accountability and Transparency Act of 2006 (“Transparency Act” or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101) 44
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THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

    1. Activities and Accomplishments:

        i. Summarize activities undertaken during the reporting period;
        ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
        iii. List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
        iv. If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

    2. Adaptive Management:

        i. Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized; if so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
        ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, "Non-Compliance with Award Provisions" below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

    1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

    2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

    3. Effective control over, and accountability for, all Federal funds, and all property and assets acquired with Federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E "Cost Principles," and the terms and conditions of this award.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

    1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

    2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

   1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

      i. The revision results from changes in the scope or the objective of the project or program;
      ii. The need arises for additional Federal funds to complete the project; or
      iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

   2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

      i. Change in the scope or the objective of the project or program;
      ii. Change in a key person specified in the application or the Federal award;
      iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
      iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
      v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
      vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
      vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

   3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity and its cognizant agency (defined as the Federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, *see* 2 C.F.R. § 200.19) and must be included in the recipient's budget. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

    1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

        - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
        - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
        - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

    1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

    2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

    3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

    1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

    2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

    1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

    2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 "Procurement of recovered materials," and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 "Contract provisions." All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 "General procurement standards" through 200.326 "Contract provisions."

a. For recipients that are States: When executing procurement actions under the award, the recipient must follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards," as well as any other provisions required by law or regulations.

b. For recipients that are not States: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, 200.324, and 200.325. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200 "Contract Provisions for Non-Federal Entity Contracts under Federal Awards."

G. NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibits discrimination on the basis of sex under Federally assisted education programs or activities;

c. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the "2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).

b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

1. A Member of Congress or a representative of a committee of Congress.
2. An Inspector General.
3. The Government Accountability Office.
4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
5. An authorized official of the Department of Justice or other law enforcement agency.
6. A court or grand jury.
7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq*., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

    1. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

    2. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms (if applicable);

    3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

    4. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this award;

    5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

    6. Any reports, publications, and data sets from any research conducted under this award.

b. If any litigation, claim, investigation, or audit relating to this award or an activity funded with award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this award.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall not come from other Federally-sponsored programs. Verification that other Federal funds have not been used will be made (e.g., during on-site visits and audits).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. part 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

    1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Council. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of

Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq*.)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq*.)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq*.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq*.)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq*.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq*.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious or fraudulent claims to the Federal Government for money (including money representing grants, loans or other benefits).

b. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally-supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally-funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website.[17] Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. Documentation establishing approval of the project by an institutional review board (IRB) approved for Federal-wide use under Department of Health and Human Services guidelines (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Federal award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the award, up to and including award termination and/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. § 2131 *et seq*.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq*.); Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq*.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq*.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the Council will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award shall comply with the Council personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors," FIPS PUB 201, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.*

b. *The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.

c. Definitions

1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

2. Deemed Export/Reexport. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the

International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including releases of such items to foreign nationals.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.

a. Provisions applicable to a non-Federal entity that is a private entity.
   1. You as the non-Federal entity, your employees, subrecipients under this award, and subrecipients' employees may not—
      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      iii. Use forced labor in the performance of the award or subawards under the award.
   2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

b. Provision applicable to a non-Federal entity other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
   1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:
   1. Employee means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. Forced labor means: labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. Private entity:
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25;
      ii. Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. In the subrecipient's preceding fiscal year, the subrecipient received—
      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the non-Federal entity.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 C.F.R. part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site.[25]
   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
      (A) A Governmental organization, which is a State, local government, or Indian Tribe;
      (B) A foreign public entity;
      (C) A domestic or foreign nonprofit organization;
      (D) A domestic or foreign for-profit organization; and
      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   iv. Subaward:
      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
   v. Subrecipient means an entity that:
      (A) Receives a subaward from you under this award; and
      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ATTACHMENT J

REGULATIONS

Formal regulations concerning administrative procedures for Gulf Coast Ecosystem Restoration Council grants appear in Title 2 of the Code of Federal Regulations (CFR) Part 200. Other Federal regulations may also impact grant programs. The following list contains regulations and Office of Management and Budget Guidance which may apply to the work performed under this Agreement.	
Office of Management and Budget Circulars	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
2 CFR Part 200, Subpart F	Audit Requirements
48 CFR Part 31	Contract Cost Principles and Procedures (For Profit Organization)
2 CFR 200.450	Lobbying. The Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying" and notices published at 54 Federal Register (FR) 52306 and "New Restrictions on Lobbying" published at 55 FR 6736.
2 CFR 180	Nonprocurement Debarment and Suspension Regulations
Other Federal Regulations	
40 U.S.C. 1101 *et seq*.	Procurement processes for architectural and engineering services, effective October 1, 2014.
41 U.S.C. § 4712	Effective December 14, 2016, the Pilot Program for Enhancement of Whistleblower Protections, was extended to all Federal agencies and made permanent (National Defense Authorization Act for Fiscal Year 2017; and Public Law No. 114-261). All provisions and requirements initially implemented under the Pilot Program are now permanent provisions and requirements under any contracts or grants funded by a Federal agency.
Accounting Standards	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable

Attachment K: OBSERVATIONAL DATA PLAN

Project Name: Bayou Chico Contaminated Sediment Removal – Planning Design, and Permitting

Agency: State of Florida Department of Environmental Protection

Escambia County, FL (implementing organization)

Project Phase: __X__ Planning _____ Implementation _____ Post-Implementation

Element Type: __X__ Planning _____ Implementation _____ Post-Implementation

Plan Point of Contact(s):

Project Sponsor:

Phil Coram • (850) 245-2167 • Phil.Coram@dep.state.fl.us

Lisa Robertson • (850) 245-2177 • Lisa.Robertson@dep.state.fl.us

Implementing Organization Contact(s):

Taylor "Chips" Kirschenfeld, Primary Investigator for Escambia County, FL

221 Palafox Place, Pensacola, FL 32502 • (850) 595-4988 • jtkirsche@myescambia.com

Brent Wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL

3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Expected observational data collection start and end date for overall project: Metrics include count of Engineering & Design plans developed, compliance documents obtained, and local contracts issued. Data will be collected as plans are developed or documents are obtained. Phase I design and permitting is anticipated to be complete within 30 months of grant being issued. Specific dates will be provided once the grant is issued.

Short description of the project location: Project is located in Bayou Chico. Bayou Chico is located in south central Escambia County within the lower Pensacola Bay watershed.

Short description of the overall project construction features: Project includes engineering, design, and permitting of sediment remediation plan for Bayou Chico. Plan will require surveying to determine horizontal and vertical extend of existing sediment, chemical analysis to determine quality. Removal and disposal of contaminated sediment will occur under a future implementation phase(s).

Consistency with Local or Regional Planning/Monitoring Efforts: Proposed observational data types and methods will be consistent with the development of other local and State large-scale restoration plans. Planning will take into consideration findings from previous scientific studies of the bayou.

Overall Project Goals and Objectives: Sediment in Bayou Chico is enriched with nutrients, heavy metals, and other pollutants typical of stormwater runoff and commercial activities in the basin. Existing sediment quality is preventing ecological recovery. Project will design and permit a sediment remediation plan for Bayou Chico. Removal sediment from the bayou will prevent continued re-suspension of legacy contaminates, and provide clean substrate for biota. Improved sediment quality will allow for ecological restoration in Bayou Chico.

Specific Goals and Objectives: Project will design and permit a large-scale living shoreline project to accomplish the following goals and objectives:

- Conduct bathymetric survey and evaluate sub-bottom profile to determine horizontal and vertical distribution of sediment.
- Conduct chemical analysis of sediment to determine appropriate handling and disposal methods, as well as assist with prioritization of future implementation phases.
- Develop 100% design plans for sediment remediation plan.

- Develop specifications for sediment remediation plan.
- Secure all required environmental compliance authorizations.

Project Metrics:

1) **PRM011 – Restoration Planning/Design/Permitting – # E&D Plans Developed**
2) **PRM013 – Restoration Planning/Design/Permitting – # Compliance Documents Produced**
3) **COI104 – Economic Benefits – Number of Local Contracts**

Identification of Metrics and Associated Measures/Variables/Parameters and Success Criteria:

Metric 1: PRM011 – Restoration Planning/Design/Permitting – # E&D Plans Developed

Success Criteria: 2 Plans

Supporting Measures: I) Bathymetric survey and sub-bottom profile, II) Sediment Analysis, and III-VI) Engineering & Design plans

Supporting Measure I: Bathymetric survey and sub-bottom profile

Success Criteria: 1 Bathymetric survey and 1 sub-bottom profile

Purpose: Evaluate the distribution and depth of sediment in project area.

Schedule/Timing and Frequency: 1 survey anticipated completion within 12 months from issuance of funding

Sample Size: 1 survey

Site Locations: Proposed project area

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure II: Sediment analysis

Success Criteria: 1 Sediment analysis

Purpose: Determine chemical and physical characteristics of sediment

Schedule/Timing and Frequency: 1 analysis anticipated completion within 16 months from issuance of funding

Sample Size: 1 analysis

Site Locations: Proposed project area

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

The following applies to Supporting Measures III-VI (below):

Success Criteria: Development of a restoration plan, including survey(s), design, specifications, bid documents

Purpose: Finalize E&D plans for project

Methods: Engineering & Design plans will be completed following the completion of Measures I & II.

Schedule/Timing and Frequency: Restoration plans will be counted as design elements are completed.

Supporting Measure III: 30% design plans

Success Criteria: 30% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure IV: 60% design plans

Success Criteria: 60% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure V: 90% design plans

Success Criteria: 90% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Supporting Measure VI: 100% design plans

Success Criteria: 100% draft construction plans completed

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Metric 2: PRM013 – Restoration Planning/Design/Permitting – # Compliance Documents Produced

Success Criteria: 2 Compliance Documents

Supporting Measures: Count of compliance documents produced

Measure/Variable/Parameter: Number of compliance documents produced

Success criteria: 1 Federal Permit, 1 State Permit

Purpose: Assure project compliance with local, state, and federal agencies; Capture number of compliance documents produced

Methods: Project will require a federal permit obtained through the U.S. Army Corps of Engineers. Corps permit will include Endangered Species Act Section 7 Consultation. Project will also require a state permit obtained through the Florida Department of Environmental Protection. FDEP permit may include requirement for state land lease or easement. Project will obtain all compliance documents necessary for construction.

Schedule/Timing and Frequency: Restoration plans will be counted as design elements are completed.

Site Locations: Proposed Project Area

Metric 3: COI104 – Economic Benefits – Number of Local Contracts

Success criteria: 1 Contract

Supporting Measures: Count of contracts issued **Measure/Variable/Parameter:**

Number of local contracts

Success Criteria: 1 local contract

Purpose: Quantify economic impact of the awarded funding

Success Criteria: One contract issued to individuals or companies that reside in, are headquartered in, or are principally engaged in business in a Gulf Coast state

Methods: Contracts for work completed under this restoration plan will be tracked as awarded. Contracts issued to individuals or companies that resided in, are headquartered in, or are principally engaged in business in a Gulf Coast State will be counted toward the total number of contracts under this metric.

Schedule/Timing and Frequency: Data will be collected as contacts are awarded.

Sample Size: Not applicable

Site Location: Not applicable

Potential Corrective Action: N/A assessments must be completed to meet success criteria.

Unforeseen Event Contingency: Design & Engineering scope and contract will be drafted to incorporate adequate flexibility to address unforeseen events discovered during initial project planning and design.

Data Review and Reporting: Data collected will be used to evaluate overall project performance. Annual observational data reports will be developed and submitted in compliance with the grant reporting cycle as outlined in the RESTORE Council Financial Assistance Standard Terms and Conditions and Part IV, Chapter II, Section G of the Recipient Guidance.

High-Level Budget: Implementation of the Observational Data Plan for the planning phase is in-kind as part of the $335,500 allocation for engineering and design plans.

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ATTACHMENT L
OBSERVATIONAL DATA MANAGEMENT PLAN

Project Name: Bayou Chico Contaminated Sediment Removal – Planning Design, & Permitting

Agency: State of Florida Department of Environmental Protection

Escambia County, FL (implementing organization)

Project Phase: __X__ Planning _____ Implementation _____ Post-Implementation

Plan Point of Contact(s):

Project Sponsor:

Phil Coram • (850) 245-2167 • Phil.Coram@dep.state.fl.us

Lisa Robertson • (850) 245-2177 • Lisa.Robertson@dep.state.fl.us

Data Steward(s):

Taylor "Chips" Kirschenfeld, Primary Investigator for Escambia County, FL

221 Palafox Place, Pensacola, FL 32502 • (850) 595-4988 • jtkirsche@myescambia.com

Brent Wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL

3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Estimated Budget for Data Management: Escambia County is managing the project data at no charge.

Expected Data Collection Start Date for Overall Project: Data collection will begin shortly after the grant award. A specific date will be provided once the grant is issued.

Expected Data Collection End Date for Overall Project: Data collection will end after the final design is complete, approximately 18 months following issuance of the grant. A specific date will be provided once the grant is issued.

Brief Project Description: Project includes engineering, design, and permitting of sediment remediation plan for Bayou Chico. Plan will require surveying to determine horizontal and vertical extend of existing sediment, and chemical analysis to determine quality. Removal and disposal of contaminated sediment will occur under a future implementation phase(s).

Project Location: Project is located in Bayou Chico. Bayou Chico is located in south central Escambia County within the lower Pensacola Bay watershed.

General Description of Data Collection Activities (Methods, Sampling Frequency, etc.):
The project is anticipated to generate the following types of information/data: contracts and financial information, plans and specifications, regulatory, and reports. Data collected will support evaluation of project specific metrics. Each type of information will have different collection methods and frequencies.

- Contracts and financial information will be generated for A&E services for design, consultant services for bathymetric survey, consultant services for sediment analysis, and consultant services for permitting. Data will also include consultant selection information and contractor bid documentation. Contracts will be issued as needed prior to the start of services necessary for the implementation of the project. Data will be collected, organized, and archived as it is generated. Data will be made available to the Council and general public annually or otherwise by request.
- Plans and specifications will be generated as part of the project design phase. Data type includes all supporting information, including bathymetric surveys, geotechnical work, sediment sampling plan(s), etc. Plans and specifications will go through multiple iterations at set intervals as final plans are developed. Data will be collected, organized,

and archived as it is generated. Data will be made available to the Council and general public annually or otherwise by request.

- Regulatory related information/data will be generated during the later stages of design. Permitting is currently anticipated to last from 4/1/18 until 3/31/19. Data will include all supporting documentation including permit applications, regulatory consultations, requests for additional information, lands lease/easement, and permits or letters of exemption. Data will be collected, organized, and archived as it is generated. Data will be made available to the Council and general public annually or otherwise by request.
- Reports will be generated annually and otherwise as needed. Reports will evaluate and summarize other data types. Reports will be submitted to the Council annually. Data will be available to the public annually or otherwise by request.

Do you have in-house data management and metadata capacity? __X__ Yes _____ No

Is so, describe how this project's data and metadata will be stored, archived, and made available/provided to the Council; and if it will utilize digital object identifiers (DOI's)? If not, how will you ensure that the project's data and metadata will be stored, archived, and made available/provided to the Council?

Describe how this will be accomplished: DOI's will not be used. Escambia County will work with the State of Florida for data generated as a result of the project to be stored, archived, and made available to the Council. Project data will also be available through the FDEP and Escambia County websites. Geospatial data will be stored in sql database format file geodatabase ESRI GIS platform available through traditional ARC Info/ArcGIS format. Metadata will meet federal geographic data guidelines. Data will be archived by date and made available in a variety of standard GIS map services. Spatial integrity will be maintained consistent with standard GIS practices.

List the Observational Data Types being collected and, if known at this time, the following information for each:

Date Type: Bathymetric survey

GIS Representation: Contours will be represented either as a polylines and polygons or as a digital elevation model (DEM).

Projection: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

POC: Brent Wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL 3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Frequency of Collection: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Duration of Collection: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Data Storage Format: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Units: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Horizontal and Vertical Datum: TBD and updated in a revised DMP within 6 months of contracting sub-recipient.

Data Type: Geospatial data (project boundary, sediment analysis sample locations, key design features)

GIS Representation: Project boundary and some key project features will be captures as polygons. Other key project features such as sediment analysis sample locations will be associated with point features.

Projection: High Precision Geodetic Network (HPGN) / State Plane Coordinates / Florida North FIPS 0903 / U.S. Survey Foot

Data Storage Format: field geodatabases, shapefiles Escambia County Water Quality Laboratory Information Management System (LIMS), STORET database

POC: brent wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL 3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Frequency and Duration of Collection: Sediment analysis sample locations will be captured with the implementation of the sediment sampling plan. Project boundary and key project features will be captured with the final design.

Units: North and East using U.S. survey foot, latitude and longitude

Horizontal Datum: High Precision Geodetic Network (HPGN) / State Plane Coordinates / Florida North FIPS 0903

Vertical Datum: NGVD88

Data Type: Non-geospatial data (contracts and financial information, plans and specifications, regulatory, and reports)

Data Storage Format: pdf

POC: brent wipf, Major Co-Investigator and Quality Control Officer for Escambia County, FL 3363 West Park Place, Pensacola, FL 32505 • (850) 595-3445 • bawipf@myescambia.com

Frequency and Duration of Collection: Contracts and financial information will be generated as contacts are executed and as payment is made for services necessary for the implementation of the project. Plans and specification will be developed for the design in regular intervals. Plans will be finalized prior to the end of the project. Regulatory data will be generated throughout the permitting process. Permits will be received prior to the end of the project. Reports will be submitted to the Council annually.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12221 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Renewal of Service of Process Contract with Florida Department of Revenue
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of a Service of Process Contract with the Florida Department of Revenue - Amy Lovoy, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Renewal of the Contract between Escambia County and State of Florida, Department of Revenue (DOR), Contract #CST17, for reimbursements related to Title IV-D Child Support Enforcement actions, including service of process and execution of writs for child support enforcement orders issued by DOR, beginning on July 1, 2017, and ending on June 30, 2018. This Renewal will continue to allow the County to collect 66% of the unit rate for each service of process and each writ. The original Contract was approved by the Board on May 15, 2014.

BACKGROUND:

Per Florida Statute, the Sheriff is required to provide service of process and execution of writs for child support enforcement orders issued by the Department of Revenue (DOR). With this contract, the County will continue to collect 66% of the unit rate for each service of process and each writ.

BUDGETARY IMPACT:

The County will continue to collect 66% of the unit rate for each service of process and each writ. In FY 16, the County received approximately $61,000 of child support enforcement fees resulting from this Contract.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Renewal was reviewed and approved as to form and legal sufficiency by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Renewal of DOR Child Support Enforcement Contract

RENEWAL No.:1 of 3

THIS RENEWAL entered into between the State of Florida, Department of Revenue hereafter referred to as the "Department" and Escambia County Board of County Commissioners hereafter referred to as the "Contractor", shall begin on July 1, 2017 and end on June 30, 2018, for the following goods or services: Judicial and administrative service pursuant to Section 30.231 and Section 409.2563(4), Florida Statutes on all Title IV-D Child Support Enforcement actions that are referred by the Department or its designee.

It has been determined by the Department that it is in the State's best interest to renew this contract.

This contract renewal shall not exceed $[N/A-Rate Agreement], subject to the availability of funds.

All provisions not in conflict with this renewal are still in effect. This renewal is subject to the same terms, conditions and price set forth in the initial contract and subsequent amendments. Services are to be performed (or Goods are to be provided) as specified in the Contract. The provisions of Chapter 287, Florida Statutes, are incorporated herein by reference.

This renewal is hereby made a part of Contract # CST17.

IN WITNESS WHEREOF, the parties hereto have caused this one (1) page renewal to be executed by their duly authorized officials herein.

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____ DEPUTY CLERK

CONTRACTOR: Escambia County Board of County Commissioners

SIGNED BY: _____
Authorized Signature

NAME: D. B. Underhill

TITLE: Chairman

DATE: _____

DEPARTMENT OF REVENUE STATE OF FLORIDA

SIGNED BY: _____

NAME: Joe Young

TITLE: Director, Financial Management

DATE: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/5/17

Approved as to form and legal content
Office of General Counsel

-Not valid until signed and dated by both parties.-

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12230 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Lake Stone Campground Facility Management Agreement
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

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

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

[Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2017 Budget and will be budgeted in Fiscal Year 2018]

BACKGROUND:

The Lake Stone Campground is located at 801 W. Highway 4, Century, Florida. Since the inception of the Lake Stone Campground, the BCC has entered into an Agreement for onsite caretaker/management services at the facility. Dennis Keith Cole has served as the caretaker since June 2013.

BUDGETARY IMPACT:

The funding source for the Agreement is General Fund 001, Lake Stone Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2017 budget and will be budgeted in Fiscal Year 2018.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of all such agreements concerning County property and facilities.

IMPLEMENTATION/COORDINATION:

The Parks & Recreation Department is responsible for coordination of all aspects of the Agreement for caretaker/management services at Lake Stone Campground.

Attachments

Agreement

AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND DENNIS KEITH COLE FOR THE MANAGEMENT OF THE LAKE STONE CAMPGROUND FACILITY

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Dennis Keith Cole, as an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Board of County Commissioners, operates and maintains that certain recreational property known as Lake Stone Campground for the use and benefit of the general public; and

WHEREAS, supervision is required to properly and adequately render services to the public utilizing the facilities of said property; and

WHEREAS, the duties, obligations, operation, and responsibilities for same may be performed through the employment by the County of an independent contractor.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the County and Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on June 1, 2017, and shall be for a period of one (1) year ending on May 31, 2018, unless earlier terminated in accordance with paragraph 8. This Agreement may be extended for an additional term of one (1) year upon written agreement of the parties provided no less than thirty (30) days prior to the expiration date of the Agreement.

Unless otherwise agreed to by the parties, the Contractor shall vacate the premises immediately upon the expiration date of the Agreement. Contractor shall forfeit ownership of any items that remain on the premises.

3. Scope of Work. Contractor shall furnish labor, service, and maintenance to the area known and designated as Lake Stone Campground. This work shall consist of the hereinafter designated contractual duties:

A. The Contractor shall maintain the grounds of the Lake Stone Campground, carry out janitorial cleaning of the restrooms and bathhouse area at the campground, the janitorial cleaning of the restrooms at the boat ramp, the janitorial cleaning and setup of the group pavilion, and the keeping of the campground area, the bathhouse, and all restroom areas clean and free of litter.

B. The Contractor shall operate and maintain the concession sales on the premises. The Contractor shall sell soft drinks, snacks, fish bait, fishing tackle, and other campground related items. The Contractor shall not sell beer, wine or alcoholic beverages. All revenue derived from the sale of such concession items shall be

retained by the Contractor as part of his compensation package.

C. The Contractor shall collect user fees as established by the Board of County Commissioners and shall maintain records of the fees in accordance with the terms of this Agreement. All user fees shall be deposited as Escambia County revenues for the Lake Stone Campground account.

D. The Contractor shall adhere to and enforce all policy regulations established by the Board of County Commissioners.

E. The Contractor shall have an individual on the premises at all times during the regular business hours to render services to the public. The Contractor will be responsible for taking reservations, collecting fees, and assigning campsites.

F. The Contractor shall police the grounds for trash and debris, including the road along the north side of the lake. The Contractor also shall remove any fallen limbs and other debris from the campground area.

4. Compensation. In exchange for the provision of the scope of work pursuant to this agreement, County shall pay Contractor an annual management fee in the amount of $11,400.00 with payments made in twelve (12) equal monthly installments of $950.00. Contractor shall also receive 100% of all concession sales at Lake Stone Campground.

As non-monetary compensation valued in the amount of $1,200.00, County shall provide Contractor with a caretaker dwelling on the premises with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls.

5. County's Responsibilities. The County shall furnish the following items and services for the operation of Lake Stone Campground:

A. All utility services used in the operation of the campground facilities.

B. All materials for the cleaning and upkeep of the bathhouse, restrooms, pavilion, and campground.

C. Garbage dumpster service for the campground.

D. Materials, equipment, and labor for any improvements and repairs on the grounds and all facilities, including the Contractor's dwelling.

E. A caretaker dwelling for the Contractor with payment of utilities and telephone service to the dwelling, except for personal long distance telephone calls. The contractor is responsible for insuring any and all personal belongings on the premises.

F. All gasoline, oils, and grease for the operation of equipment used on or about the campground.

G. A "golf cart" as a means of transportation for use in upkeep of the grounds around the campground.

H. A power mower for maintenance of the campground.

6. Records. The Contractor shall keep in good order and to the County's standards, records of pertinent books, documents, receipts, expenditures, and other papers involving transactions relating to this Agreement or any extensions thereof so that the County's authorized representatives can regularly audit these records. The Contractor shall also keep procurement and supply records to include requisitions for materials, maintenance work orders, and equipment use and status reports.

The authorized representatives of the County shall have access to and the right to examine, audit, excerpt and transcribe pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Agreement or any extensions thereof. Such materials must be submitted to the County upon the completion of each fiscal year in which records were created. The retention time shall be calculated from the end of the fiscal year in which final entry was made in the records retained.

7. Insurance. The Contractor shall provide the following insurance coverage:

A. Commercial general liability insurance with $1,000,000.00 limits per occurrence/$2,000,000.00 aggregate, including coverage parts of bodily injury, broad from property damage, personal injury, and contractual liability, independent contractors, and products and completed operations;

B. Personal Auto Insurance with $300,000.00 combined single limits, on all personal vehicles that will be operating on County premises; and

C. Renters Insurance, Form HO-4 with minimum limits of $50,000.00. The required limit is a minimum amount. Consideration should be taken to ensure the coverage limit purchased is adequate to sufficiently protect the Caretaker's personal property in the event of a covered loss. Renters Insurance does not protect from loss by FLOOD. Optional Flood insurance must be purchased separately to insure against loss caused by FLOOD.

The Board of County Commissioners and Escambia County shall be named as an "additional insured" on all liability policies. All coverages shall be secured through an insurance carrier admitted in the State of Florida with an "A" rating and a minimum financial size category of "VII", according to the most current A.M. Best Company Key Rating Guide.

Escambia County shall be provided with said certificates of insurance which reflect the Board of County Commissioners and Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates also shall reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance shall be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

8. Termination. This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the Contractor shall be paid compensation for services performed through the termination date. In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages.

If the Agreement is terminated by the Contractor or the County for convenience, the Contractor shall vacate the premises on or before the expiration of the thirty (30) day notice period. If the Agreement is terminated for cause by the County, the Contractor shall be required to vacate the premises immediately. Contractor shall forfeit ownership of any items that remain on the premises.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Compliance with Laws. The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Subcontractors. The County approves the use of subcontractors by the Contractor. In the event the Contractor, during the course of the work under this Agreement, requires the services of any subcontractor or other associates in connection with services covered by this Agreement, the Contractor must secure the prior written approval of the County for employment of such subcontractors. Workers' compensation insurance will be required if the Contractor hires employees such that worker's compensation insurance is required by the State of Florida.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State or Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.

14. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Contractor
Attention: Dennis K. Cole
801 West Highway 4
Pensacola, Florida 32535

To: Escambia County Parks Department
Attention: Michael Rhodes
1651 East Nine Mile Road
Pensacola, Florida 32514

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. 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 and surety, if any, 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

16. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written

consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Survival. All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

18. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

20. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

21. No Waiver. The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By:_____
Jack R. Brown, County Administrator

Date:_____

Witness:_____

Witness:_____

CONTRACTOR:
DENNIS KEITH COLE, a sole proprietor authorized to transact business in the State of Florida

By: Dennis K Cole

Date: 4-17-17

Witness: 4/17/2017

Witness: 4/17/2017

Approved as to form and legal sufficiency.

By/Title: ACA

Date: 4/6/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12150 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: TRIP Application - Longleaf Drive Roadway Widening Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Transportation Regional Incentive Program Application for the Longleaf Drive Roadway Capacity Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Transportation Regional Incentive Program TRIP Application for the Longleaf Drive Roadway Capacity Project:

A. Authorize staff to submit an Application for TRIP funds to the Florida Department of Transportation (FDOT) to request Grant funding for the Right-of-Way Phase for the Longleaf Drive Roadway Capacity Project; and

B. Authorize the Chairman to sign the Application and any other documents related to the request for TRIP funds, subject to Legal review and sign-off, without further action of the Board, if applicable.

[Funding: Local Option Sales Tax III (LOST III), Cost Center 210107, Project 08EN0078]

BACKGROUND:

The Transportation Regional Incentive Program (TRIP) was created to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce. FDOT will pay up to 50% of project costs for public transportation facility projects which are selected for funding. Projects must "serve national, statewide, or regional functions and function as part of an integrated regional transportation system."

The project intends to widen Longleaf Drive from the existing 2-lane cross section to a 4-lane cross section between the project limits of SR 297 (Pine Forest Road) to Kemp Road. The project limits fall within Commission District 1; however, Commission District 3 abuts immediately to the east of Kemp Road.

Following multiple recent discussions with FDOT District 3 Staff about the overall Pinestead-Longleaf Capacity Project, and several issues that have delayed the project schedule, FDOT staff recommends that the County submit a TRIP Application in order to provide a revised, clarified project plan.

If approved for TRIP funding, a formal TRIP Agreement detailing the project, funding contributions, terms, etc., would be executed between the County and FDOT. Execution of this TRIP Agreement does not bind the County to any additional project phases outside of the Right-of-Way Phase.

The approximate cost estimate for the Right-of-Way Phase is $3,000,000; however, the County has held some preliminary discussions with the Escambia County School District on possible right-of-way partnership for pond sites, and is hopeful that the final cost will be drastically less. Currently in the Florida-Alabama Transportation Planning Organization (FL-AL TPO) Transportation Improvement Program and FDOT 5 Year Work Program, there is $2,029,206 programmed for the Construction Phase for Longleaf Drive, with the intent of the costs being split 50/50 between FDOT and the County. With the 50% local match, the County would be responsible for approximately $1,014,603. The funding for approved TRIP projects is expected to be available in FDOT FY 22.

BUDGETARY IMPACT:

Funds are available in Local Option Sales Tax III (LOST III), Cost Center 210107, Project 08EN0078.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application has been reviewed and approved for Legal Sufficiency by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Public Works staff will prepare the package and submit to FDOT District 3, and will then coordinate with FDOT District 3 and TPO staff.

Attachments

Longleaf TRIP App
Attachment A - Location map
Attachment B - Environmental Study
Attachment C - Planned Project Schedule

Attachment E - Regional Transportation Plans
Attachment F - Capital Improvement Plan
Attachment H - Statutory Eligility

Transportation Regional Incentive Program (TRIP)
Candidate Project Submittal Form

Project Name Longleaf Drive Roadway Capacity Project

TRIP was created to improve regionally significant transportation facilities in "regional transportation areas." State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce.

If selected for funding, the Florida Department of Transportation (FDOT) will pay up to 50 percent of project costs for public transportation facility projects. Projects must "Serve national, statewide, or regional functions and function as part of an integrated regional transportation system".

While there is no rigid application procedure, the District has created this form for Implementing Agencies and Regional Transportation Authorities to facilitate the assembly of pertinent project information related to candidate TRIP projects. The goal of this document is to provide a framework to project sponsors.

Origin of Request: (Applying Agency) Date: 5/25/2017

Organization: Escambia County Board of County Commissioners

Contact Person: Jack R. Brown

Address: 221 Palafox Place, Pensacola, Florida 32502

Phone: 850-595-5947 **Fax:** 850-595-4908 **E-mail:** jrbrown@myescambia.com

Implementation Agency[1]:

Organization: Escambia County

Address: 3363 West Park Place

Planning Contact: David Forte

Phone: 850-595-3404 **Fax:** 850-595-3405 **E-mail:** dvforte@myescambia.com

Engineering Contact: Colby Brown, P.E.

Phone: 850-595-3404 **Fax:** 850-595-3405 **E-mail:** csbrown@myescambia.com

Finance Contact: Robin Lambert

Phone: 850-595-3440 **Fax:** 850-595-3444 **E-mail:** robin.lambert@myescambia.com

Project Improvement Information:

Facility: Longleaf Drive

Project Limits: Longleaf Drive - SR297 (Pine Forest Road) to Kemp Road

Work to be performed:

Per the Florida-Alabama Transportation Planning Organization (TPO) Long Range Transportation Plan - Cost Feasible Plan, the project proposes to widen the roadway from its existing 2-lane cross section to a 4-lane cross section between the abovementioned limits.

Describe the project and what it will accomplish:

As stated above, the project proposes to widen Longlead Drive from Pine Forest Road to Kemp Road from the existing 2-lane cross section to a 4-lane cross section. The widening will allow for additional capacity to the roadway, and help offset the rapid growth occurring within the community and surrounding areas. The widening project will provide safety improvements, replace the bridge east of Wymart Road on Longleaf Drive, offer improved bicycle and pedestrian amenities, potentially allow the expansion for mass transit, along with other benefits to the public. The project will also greatly benefit the Escambia County School District as there are three (3) active schools on the north side of Longleaf Drive.

Describe how the project will improve regional mobility within the Regional Transportation Area:

Longleaf Drive's AADT is approximately 8,170, with the adopted AADT for this segment is 14,800. So this segment of Pine Forest is currently functioning at LOS D. This project would provide for a safer and higher capacity facility, providing improved mobility for all modes including school bus and freight. Pine Forest Rd. south of I-10 is a SIS facility and the improvement to Longleaf Drive would provide some traffic relief to Pine Forest and an SIS facility.

Attachment A: Project location map and support data for regional mobility, as appropriate.

Describe how the project reflects the statutory guidelines under which the District will prioritize and select candidate projects for funding[2]:

√	*Provide connectivity to the SIS,*
	Support economic development and goods movement in Rural Areas of Opportunity,
√	*Are subject to local ordinances that establish corridor management techniques,*
	Improve connectivity between military installations and the Strategic Highway Network (STRAHNET) or the Strategic Rail Corridor Network (STRACNET)

The project reflects the intent of Florida Statutes 339.2819 and 163.3177, Escambia County Comprehensive Plan (Mobility Element, Chapter 8), Other Chapters reviewed for Compliance: General Requirements Element, Future Land Use Element, Coastal Management Element, Capital Improvement Element. This project is in the major growth area of Escambia County with the continued growth of the Navy Federal Credit Union campus (10,000 employees), a new elementary school and possible new 640 acre commerce park just 4+/- miles away.

Detail expected future funding requirements for the following phases of this project, if applicable:

PDE:		R/W:	$3,000,000.00	Design:	$450,000	Construction:	$13,000,000

Detail requested funding, including the source and type of asset(s) available as a match:

Amount(s) Requested	Total Project Cost (specify phase if needed)	Local Commitment(s) ("match")	Source(s) of Match	Type of Match (cash, in-kind)
$1,014,603.00	$2,029,206.00	$1,014,603.00	Local Option Sales Tax	Cash

Is the Implementing Agency eligible for a reduction or waiver of the 50% financial match requirement?[3]	**Yes/No**	No
What is the percent of match requirement to be waived (note:100% equals 50% of Total Project Costs)?		N/A
Does this project include an Environmental Study?	**Yes/No**	Yes
If Federal funding is to be requested for any phase of this project, an Environmental Study must be completed in accordance with the National Environmental Policy Act.		
Does this project have design plans available?	**Yes/No**	No
Attachment B: Environmental Study and/or Design plans, if available		

Has other funding been requested for any part of this project (SCRAP, SCOP, CIGP, HSIP, SRTS, TA, etc.)? No

How will TRIP funding accelerate this project's implementation?

The TIP and FDOT 5 Yr. Work Program shows the construction phase for Longleaf Drive from Pine Forest Road to Wymart Drive in FY18; however, due to the April 2014 Flood Event and the subsequent County Jail Explosion, project priorities shifted tremendously and funding of certain projects became very difficult. Due to the aforementioned issues, the County needed to put this project "on hold" until such time the ability to dedicate the necessary resources to proceed was available. The County is now ready to proceed with the project, but the project was placed on hold when at 60% design. The County is needing to complete the design phase, and right-of-way phase prior to beginning the construction phase. The County is seeking TRIP funds for the Right-of-Way Phase. The County plans to seek TRIP funds during the next cycle for the Construction Phase.

Attachment C: *The planned project construction schedule.*

Regional Transportation Area[4]:

Describe the regional coordinating entity responsible for the prioritization of the candidate project and how the entity qualifies for TRIP funding as a Regional Transportation Area:

The Northwest Florida Regional TPO was established with 8 members each from the Florida-Alabama TPO and the Okaloosa-Walton TPO. Being a two TPO regional entity qualifies them for TRIP funding. Longleaf Drive is also on the Federal Functional Classifications Map.

Is there an interlocal agreement that addresses the following requirements[5]? **Yes/No** YES

√	*Identifies the entity that will coordinate the development of the regional transportation plan;*
√	*Delineates the boundaries of the regional transportation area;*
√	*Provides the duration of the agreement and specifies how the agreement may be terminated, modified, or rescinded;*
√	*Describes the process by which the regional transportation plan will be developed;*
√	*Provides how members of the entity will resolve disagreements regarding interpretation of the interlocal agreement or disputes relating to the development or content of the regional transportation plan.*

If no, please explain:

Attachment D: *The authorizing interlocal agreement and any supporting documentation (update signatures where appropriate, include map and priority list)*

Is there a Regional Transportation Plan that demonstrates the completion of the following?

√	*Adopted system map or listing of facilities, showing that the facility to be improved has been identified by the Regional Transportation Area as part of an integrated regionally significant transportation system.*
√	*The prioritized list of regionally significant projects developed by the Regional Transportation Area*

If no, please explain:

Attachment E: *Documentation demonstrating successful completion of a qualified Regional Transportation Plan*

Project Qualification Information:

Does the candidate improvement appear in the capital improvement schedule of the local Comprehensive Plan? Yes/No: Yes

If no, explain:

Attachment F: *If available, add documentation that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan.* [6]

Attachment G: *Document that level-of-service standards for the facility to be improved have been adopted by the local government with jurisdiction and are consistent with the level-of-service standards adopted by FDOT if the project is on a Strategic Intermodal System .* [7]

Attachment H: *Document that the candidate project meets the following TRIP statutory eligibility requirements.* [8]

√	Support facilities that serve national, statewide or regional functions and function as an integrated transportation system,
√	Be identified in appropriate local government capital improvements program(s) or long term concurrency management system(s) that are in compliance with state comprehensive plan requirements,
	Be consistent with the Strategic Intermodal System (SIS),
√	Be in compliance with local corridor management policies, and
√	Have commitment of local, regional or private matching funds (if no waiver).

This application is a good faith commitment from the applicant that matching funds will be available. As such, the Department requires that the Chairman of the Governing Board of the Municipality/Authority committing the funds review and sign this application (electronic signature accepted):

Signature:

Supporting Narrative:

Due to the many reasons stated above, the County is requesting a TRIP Agreement be executed between the two agencies in order to advance production of the roadway widening of Longleaf Drive from Pine Forest Road to Kemp Road. The County greatly respects and appreciates its working relationship with the Department, and is hopeful for a favorable response to the TRIP request.

Board of County Commissioners
Escambia County, Florida

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:

Date: 5/17/17

Please transmit one (1) copy on disk of this package with supporting information and documentation, including the following Attachments A-H, to:
District Three Secretary
Florida Department of Transportation, District Three
Attention: TRIP Coordinator
1074 Highway 90
PO Box 607
Chipley, FL 32428

Attachment A: Project location map and support data, as appropriate.
Attachment B: Environmental Study and/or Design Plans, if available
Attachment C: The planned project construction schedule.
Attachment D: The authorizing interlocal agreement and any supporting documentation as appropriate. Check Signatures and Dates.
Attachment E: Documentation demonstrating successful completion of a qualified Regional Transportation Plan.
Attachment F: Document that the candidate improvement appears in the capital improvement schedule of the local comprehensive plan. [6]
Attachment G: Document that level-of-service standards for the facility to be improved have been adopted by the local government if on the SIS. [7]
Attachment H: Document that the candidate project meets the TRIP statutory eligibility requirements. [8]

[1] *Identify the agency responsible for meeting the financial requirements of the TRIP program.*
[2] *Section 339.2819(4), F.S.*
[3] *A reduction or waiver of match requirements will not increase the amount of funding provided under the TRIP beyond 50% of the total project costs.*
[4] *Section 339.155(4)(c), (d), and (e) and Section 163.01, F.S.*
[5] *Section 339.155(4)(d), F.S.*
[6] *Section 163.3177(3), F.S.*
[7] *Though concurrency requirements were repealed, FDOT consultation is still required with regards to Level of Service Standards if the proposed project impacts the Strategic Intermodal System.*
[8] *Section 339.2819(4)(a), F.S.*

Longleaf Drive Roadway Widening Project

Attachment A - Location Maps



May 9, 2017

polylineLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

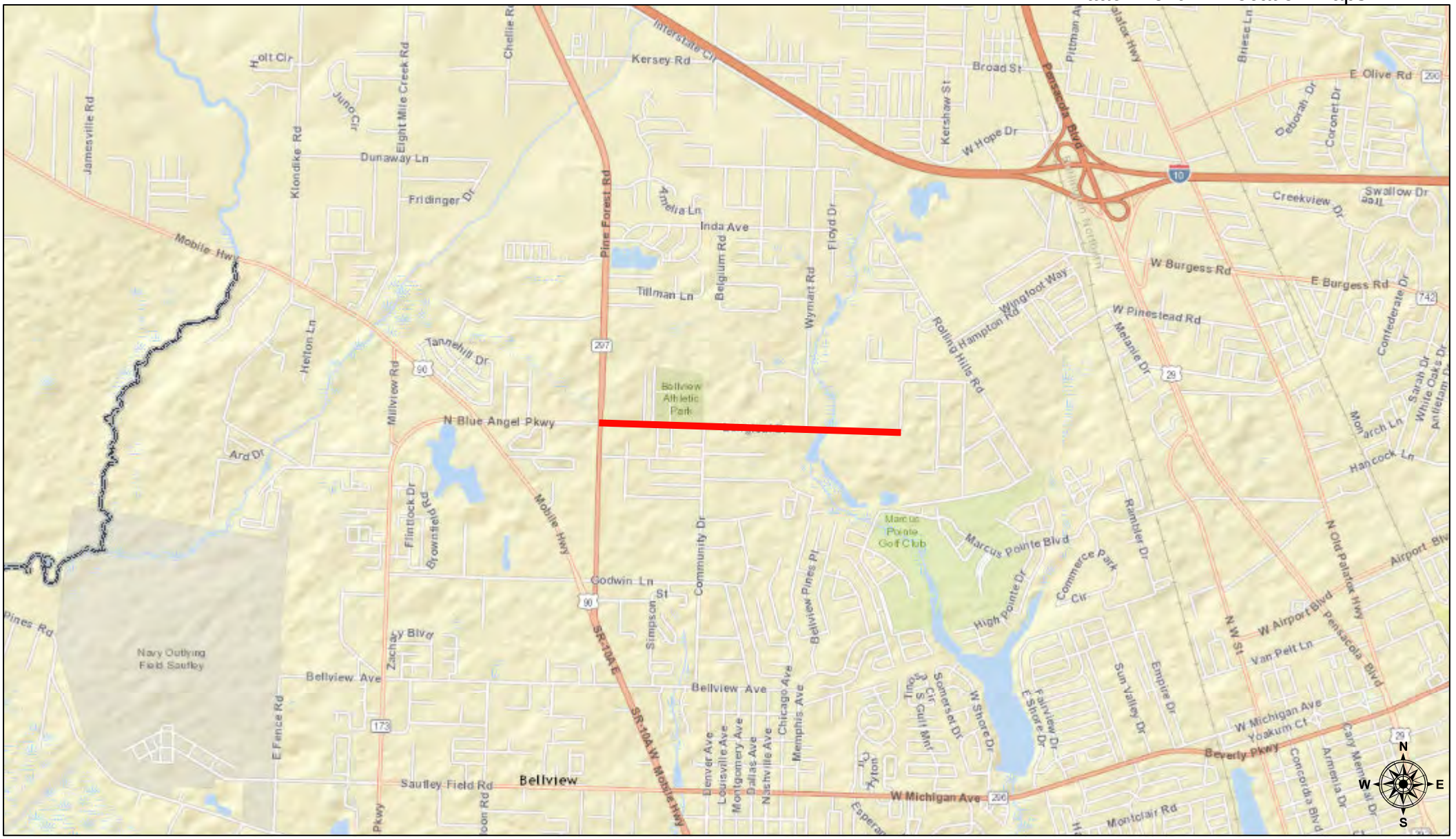
1:23,511

0 0.2 0.4 0.8 mi

0 0.3 0.6 1.2 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Longleaf Drive Roadway Widening Project - Zoomed Out



May 9, 2017

polylineLayer

Override 1

County Outline

1:47,022

0 0.4 0.8 1.6 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Federal Highway Administration
Florida Division

ADMINISTRATIVE ACTION

FINDING OF NO SIGNIFICANT IMPACT

U.S. Department of Transportation

Federal Highway Administration

and

Florida Department of Transportation

Escambia County, Florida Project No:	PD 05-06.078
Financial Project Number:	421014-1-28-01
Federal Project Number:	N/A
ETDM Number:	9270

Pinestead Road – Longleaf Drive Corridor, From Pine Forest Road to U.S. Highway 29, Escambia County, Florida

The Proposed Action includes approximately 3.1 miles of widening the Pinestead Road – Longleaf Drive Corridor in Escambia County, Florida. The existing two lanes will be widened to four lanes with medians and improved intersections. The existing Bayou Marcus Creek Bridge will be replaced to raise the crossing out of the floodway. The project will complete the roadway loop around the Pensacola Metropolitan Area by providing a connection between the Blue Angel Corridor on the west, and the Burgess - Creighton Corridor on the east.

Submitted pursuant to 42 U.S.C. 4332 (2) (c)

8-20-12
Date

for Buddy Cunill
Division Administrator
Federal Highway Administration

The implementation of the Proposed Action will benefit the public by providing access for the projected population and employment growth, as well as improving safety in residential neighborhoods by eliminating traffic from residential streets, which were unintended for through-traffic use. The proposed action will require an additional right-of-way to construct the project. It has been determined that the project will have no adverse effect on cultural resources, recreational parks, pollution, wetlands, flood plains, or water quality. This finding has been substantiated by in-depth analyses of the anticipated social, economic, and environmental impacts as documented in the Environmental Assessment (EA).

Federal Highway Administration
Florida Division

February 2011

ADMINISTRATIVE ACTION

ENVIRONMENTAL ASSESSMENT

U.S. Department of Transportation

Federal Highway Administration

and

Florida Department of Transportation

In cooperation with the

United States Coast Guard

Escambia County, Florida Project No:	PD 05-06.078
Federal Project Number:	N/A
Financial Project ID:	421014-1-28-01
ETDM Number	9270

Pinestead Road – Longleaf Drive Corridor, From Pine Forest Road to U.S. Highway 29, Escambia County, Florida

The Proposed Action includes the widening of the Pinestead Road – Longleaf Drive Corridor in Escambia County, Florida. The existing two lanes will be widened to four lanes with medians and improved intersections. The existing Bayou Marcus Creek Bridge will be replaced to raise the crossing out of the floodway. The project will complete the roadway loop around the Pensacola Metropolitan Area by providing a connection between the Blue Angel Corridor on the west, and the Burgess-Creighton Corridor on the east.

Submitted pursuant to 42 U.S.C. 4332 (2) (c)

Approved For Public Availability

2/25/2011
Date

for Division Administrator
Federal Highway Administrator

Roadway Improvements

[Baskerville Donovan]

Today's Date: 5/10/2017 Wednesday

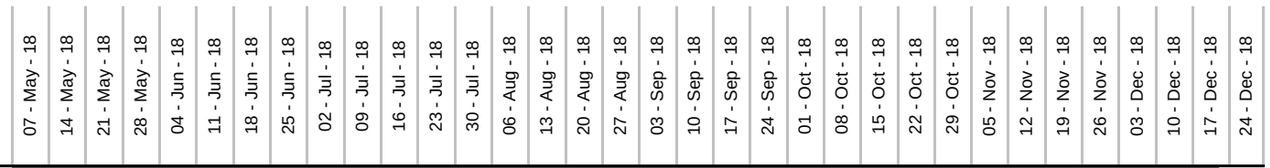
(vertical red line)

Project Coordinator: Thomas Williams

Start Date: 7/1/2017 Saturday

First Day of Week (Mon=2): 2

WBS	Tasks	Task Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining
4	Design	TBD	7/1/17	12/21/18	539	0%	385	0	539
4.1	60% plan submittal		7/1/17	1/30/18	214	0%	152	0	214
4.2	60% plan review & comments		2/3/18	3/13/18	39	0%	27	0	39
4.3	90% plan submittal		3/13/18	7/7/18	117	0%	84	0	117
4.4	90% plan review & comments		7/21/18	8/28/18	39	0%	27	0	39
4.5	100% Plans Submittal		9/1/18	10/31/18	61	0%	43	0	61
4.6	100% review & comments		11/24/18	12/22/18	29	0%	20	0	29



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Attachment C - Planned Project Schedule

From: Keith Guthrie
To: David V. Forte
Subject: Longleaf- Pinestead
Date: Wednesday, May 10, 2017 8:47:47 AM
Attachments: AcquisitionHandbookEnglish.pdf

David,

Per our telephone conversation yesterday, here is a rough timeline for Pinestead Road-Longleaf Drive Roadway Improvements (West Phase) based on a June 2017 start date. Currently we are not engaged for any R/W acquisition activities. The timeframe for R/W acquisition is just my best estimate at this time given the information available. I have included a copy of the FDOT Acquisition Handbook for your information as I understand the County may have to follow FDOT procedures. Our design time frame is based on the latest scope of services provided.

Design – 18 months	June 2017 – January 2019
R/W Acquisition – 24 months	October 2018 – October 2020
Construction- 30 months	January 2021 – July 2024

Please keep in mind these time frames are rough estimates and changes in scope and other outside influences could affect the schedule.
Hope this satisfies your need.

Thanks

Keith P Guthrie, PE
Senior Engineer
Baskerville Donovan, Inc.
850-438-9661

The information contained in this e-mail message is work product and confidential intended only for the use of the intended recipient. Recipient acknowledges this information is subject to change, and recipient is expressly responsible for confirming all information contained herein is updated and accurate.

FY 2018 - FY 2022 Florida-Alabama TPO Project Priorities

Prepared for

Florida-Alabama Transportation Planning Organization;
Florida Department of Transportation, District Three; and
Alabama Department of Transportation

Prepared by

West Florida Regional Planning Council
Staff to the Florida-Alabama Transportation Planning Organization

Adopted: September 7, 2016

Amended:

This report was financed in part by the U.S. Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Florida Department of Transportation, the Alabama Department of Transportation, and local participating governments, in partial fulfillment of UPWP Work Task C.1. This document does not necessarily reflect the official reviews or policies of the U.S. Department of Transportation.

Table 2: FY 18 - 22 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 18-22 Priority Ranking
2184933	Sorrento Road/Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	PD&E– Funded FY18/19 Design[1] ROW[1] Construction	19
NA	Bayfront Parkway (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	20
NA	Main Street (PNS)	Barrancas Avenue	Clubbs Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	21
NA	Express Bus Service (ESC/SRC)	Milton	Beulah	New Bus Route Capital Purchase	n/a	22
2186202	Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			PD&E – Complete Design is at 30% and on hold pending future funding ROW Construction	23
4210141 4210143	Pinestead-Longleaf Connector (ESC)[2]	Pine Forest Road	US 29	Widen to 4 lanes	PD&E – Complete Design – Underway ROW Construction	24

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*

[2] *Escambia County will be requesting FDOT to change the project limits from Pine Forest Road to Kemp and Kemp to US 29 and funding on this project since TRIP money has been involved in this Project.*

Cost Feasible Plan Report

FLORIDA-ALABAMA
2040 LONG RANGE TRANSPORTATION PLAN

Prepared for

Florida-Alabama Transportation Planning Organization and
The Florida Department of Transportation, District Three

Prepared by

West Florida Regional Planning Council
Staff to the Florida-Alabama
Transportation Planning Organization

January 2016

This report was financed in part by the U.S. Department of Transportation, Federal Highway Administration, the Federal Transit Administration, the Florida and Alabama Departments of Transportation, and local participating governments, and submitted in partial fulfillment of Task C.2 of the FY 2015-2016 Unified Planning Work Program (UPWP). This document does not necessarily reflect the official reviews or polices of the U.S. Department of Transportation

Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals	Beyond 2040
US 90 (SRC)	Glover Lane / Old Highway 90	SR87 South	Widen to 4 lanes	PE		$ 4,980,432			$ 4,980,432	-
				ROW			$ 19,608,000		$ 19,608,000	-
				CST/CEI					-	$ 30,065,800
Blue Angel Parkway (ESC)	Sorrento Road	US98	Widen to 4 Lanes	ROW		$ 15,000,000			$ 15,000,000	-
				CST/CEI			$ 23,650,000		$ 23,650,000	-
Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 Lanes	PE	$ 793,940	$ 2,189,480			$ 2,983,420	-
				ROW			$ 7,844,793	$ 11,460,000	$ 19,304,793	-
				CST/CEI				$ 32,888,521	$ 32,888,521	-
Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 Lanes	PE	$ 1,657,349	$ 3,810,000			$ 5,467,349	-
				ROW			$ 1,190,409	$ 10,893,030	$ 12,083,439	-
Main Street (ESC)	Tarragona Street	Chase Street	2 Lane Improvement	PE		$ 635,000			$ 635,000	-
				CST/CEI		$ 2,910,196			$ 2,910,196	-
Main Street (ESC)	Barrancas Avenue	Clubbs Street	2 Lane Improvement	PE		$ 317,500			$ 317,500	-
				CST/CEI		$ 2,413,366			$ 2,413,366	-
Express Bus - Northeast (ESC/SRC)	Milton	Navy Federal Credit Union	New Bus Route/ Service	Capital			$ 5,100,000	$ 12,988,000	$ 18,088,000	-
Express Bus - Northwest (ESC/SRC)	Pensacola	Navy Federal Credit Union	New Bus Route/ Service	Capital			$ 3,000,000	$ 8,174,800	$ 11,174,800	-
Langley Avenue/Tippin (ESC)			Major Intersection Improvement	ROW			$ 6,000,000		$ 6,000,000	-
				CST/CEI			$ 20,000,000		$ 20,000,000	-
Pinestead Drive (ESC)	Wymart Road	US29	Widen to 4 Lanes	ROW				$ 5,000,000	$ 5,000,000	-
				CST/CEI				$ 15,000,000	$ 15,000,000	-
Longleaf Drive (ESC)	Pine Forest Drive	Wymart Road	Widen to 4 Lanes	ROW			$ 3,000,000		$ 3,000,000	-
				CST/CEI				$ 8,200,000	$ 8,200,000	-
US90 (ESC)	Scenic Highway	Santa Rosa County Line	Widen to 6 lanes	PE			$ 675,000		$ 675,000	-
				ROW					-	$ 3,882,545
				CST/CEI					-	$ 8,929,853
US90 (SRC)	Escambia County Line	Glover Lane / Old Highway 90	Widen to 6 lanes	PE	$ 2,549,999		$ 10,500,000		$ 13,049,999	-
				ROW					-	$ 13,479,310
				CST/CEI					-	$ 31,002,413
US98 (SR30) (SRC)	Portside Drive	SR87	Widen to 6 lanes	PE	$ 2,828,000	$ 3,556,000			$ 6,384,000	-
				ROW					-	$ 28,410,238
				CST/CEI					-	$ 65,343,547
US98 (SR30) (SRC)	SR87	Okaloosa County Line	Widen to 6 lanes	PE		$ 3,810,000			$ 3,810,000	-
				ROW					-	$ 2,695,862
				CST/CEI					-	$ 6,200,483
17th Avenue (ESC)	at Bayfront Parkway		Major Intersection Improvement	PE	$ 841,675	$ 6,667,500			$ 7,509,175	-
				ROW				$ 11,460,000	$ 11,460,000	-
				CST/CEI					-	$ 40,250,000
Pine Forest Road (ESC)	I-10	Nine Mile Road	Widen to 4 Lanes	PE			$ 1,950,000		$ 1,950,000	-
				ROW				$ 4,584,000	$ 4,584,000	-
				CST/CEI				$ 6,685,000	$ 6,685,000	-

Adopted Budget
FY 2016/2017
Escambia County, Florida

Grover C. Robinson, IV
Chairman
District 4

Wilson B. Robertson
Vice-Chairman
District 1

Douglas Underhill
Commissioner
District 2

Lumon J. May
Commissioner
District 3

Steven Barry
Commissioner
District 5

Jack Brown
County Administrator

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2016/17	2017/18	2018/19	2019/20	2020/21
FUND:	**MSBU ASSESSMENT PROGRAM FUND**					
	Office of Management and Budget					
177	Valkyry Way Road and Drainage Improvements	273,062	0	0	0	0
	Total MSBU Assessment Program Fund	**273,062**	**0**	**0**	**0**	**0**
FUND:	**MASTER DRAINAGE BASINS**					
	Engineering					
181	Drainage Projects	94,406	0	0	0	0
	Total Master Drainage Basins	**94,406**	**0**	**0**	**0**	**0**
FUND:	**LOCAL OPTION SALES TAX III**					
	Public Facilities & Projects					
352	District IV Project	50,000	0	0	0	0
352	Libraries/Community Center	209,807	0	0	0	0
352	Maintenance Shop/Storage - Main Jail	125,000	0	0	0	0
352	Voting Machine Replacements - Supervisor of Elections	0	602,782	0	0	0
352	Pensacola Bay Center Capital Improvements	200,000	0	0	0	0
				0	0	0
	Transportation					
352	Beulah Road Improvements/Beltway	700,000	0	0	0	0
352	Bridge Renovations	1,016,666	516,670	0	0	0
352	Congestion Improvements	1,618,000	0	0	0	0
352	Dirt Road Paving	3,000,000	0	0	0	0
352	East/West Longleaf Drive	900,000	960,000	0	0	0
352	ITS Application (Box)	1,462,936	0	0	0	0
352	Jacks Branch Road Shoulder Paving	950,000	0	0	0	0
352	JPA/Design Box	300,154	599,846	0	0	0
352	Kingsfield Extension	665,193	0	0	0	0
352	Neighborhood Enhancements	2,800,000	0	0	0	0
352	Resurfacing	1,584,622	751,211	0	0	0
352	Sidewalks	900,000	0	0	0	0
352	Sidewalks District I	100,000	0	0	0	0
	Drainage					
352	Muscogee Road Phase 1-5	1,047,000	0	0	0	0
352	Ponderosa Drive Drainage Improvements	725,000	0	0	0	0
352	Rebel Road	2,000,000	0	0	0	0
352	Water Quality/Flood Control	190,000	0	0	0	0
	LOST Project Salaries					
352	Design Team	(332,413)	0	0	0	0
352	Transportation and Drainage	(994,317)	0	0	0	0
	Natural Resources/Community Redevelopment					
352	CRA Sewer Expansion: Beach Haven, Bellshead, Mob Hwy., Englewood	228,000	0	0	0	0
352	Environmentally Sensitive Lands Acquisition and Mitigation Bank	100,000	0	0	0	0
	Detention					
352	Detention Facilities	7,561,796	0	0	0	0
352	Detention Vehicle Replacement	200,000	200,000	0	0	0
	Fire Services					
352	Fire Station near Kingsfield & Hwy 29	0	101,094	0	0	0
352	Vehicle/Apparatus Replacement	387,854	998,659	0	0	0
	Public Safety					
352	3/4 Ton Cab/Chassis and/or 4WD P/U	55,000	0	0	0	0
352	Ambulances	90,000	0	0	0	0
352	Animal Transport Unit	17,000	0	0	0	0

The Florida Senate

2016 Florida Statutes

Title XXVI PUBLIC TRANSPORTATION	Chapter 339 TRANSPORTATION FINANCE AND PLANNING **Entire Chapter**	**SECTION 2819** **Transportation Regional Incentive** Program.

339.2819 **Transportation Regional Incentive Program.**—

(1) There is created within the Department of Transportation a Transportation Regional Incentive Program for the purpose of providing funds to improve regionally significant transportation facilities in regional transportation areas created pursuant to s. 339.155(4).

(2) The percentage of matching funds provided from the Transportation Regional Incentive Program shall be up to 50 percent of project costs.

(3) The department shall allocate funding available for the Transportation Regional Incentive Program to the districts based on a factor derived from equal parts of population and motor fuel collections for eligible counties in regional transportation areas created pursuant to s. 339.155(4).

(4)(a) Projects to be funded with Transportation Regional Incentive Program funds shall, at a minimum:

1. Serve national, statewide, or regional functions and function as part of an integrated regional transportation system.

2. Be identified in the capital improvements element of a comprehensive plan that has been determined to be in compliance with part II of chapter 163, after July 1, 2005. Further, the project shall be in compliance with local government comprehensive plan policies relative to corridor management.

3. Be consistent with the Strategic Intermodal System Plan developed under s. 339.64.

4. Have a commitment for local, regional, or private financial matching funds as a percentage of the overall project cost.

(b) Projects funded under this section shall be included in the department's work program developed pursuant to s. 339.135. The department may not program a project to be funded under this section unless the project meets the requirements of this section.

(c) The department shall give priority to projects that:

1. Provide connectivity to the Strategic Intermodal System developed under s. 339.64.

2. Support economic development and the movement of goods in rural areas of opportunity designated under s. 288.0656(7).

3. Are subject to a local ordinance that establishes corridor management techniques, including access management strategies, right-of-way acquisition and protection measures, appropriate land use strategies, zoning, and setback requirements for adjacent land uses.

4. Improve connectivity between military installations and the Strategic Highway Network or the Strategic Rail Corridor Network.

The department shall also consider the extent to which local matching funds are available to be committed to the project.

(5) Funds paid into the State Transportation Trust Fund pursuant to s. 201.15 for the purposes of the Transportation Regional Incentive Program are hereby annually appropriated for expenditure to support that program.

History.—s. 12, ch. 2005-290; s. 35, ch. 2006-1; s. 41, ch. 2007-196; s. 6, ch. 2008-114; s. 49, ch. 2011-139; s. 56, ch. 2012-174; s. 37, ch. 2014-218; s. 84, ch. 2015-229.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12151 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: United States Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the United States Department of Homeland Security, Federal Emergency Management Agency, Hazard Mitigation Grant Program - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning additional Hazard Mitigation Grant Program (HMGP) funding for Hurricane Matthew DR-4283 from the United States Department of Homeland Security (USDHS), Federal Emergency Management Agency (FEMA), for the Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management in the 11 Mile Creek Basin:

A. Authorize submittal of the following project and approve funding of the 25% match as available in Fund 352, “Local Option Sales Tax,” (LOST) III:

Bristol Creek/Bristol Park/Ashbury Hills Area Flood Plain Management in the 11 Mile Creek Basin - Property Acquisition Plan:

The general intent of the mitigation project is to provide submittal of an HMGP grant application for Hurricane Matthew DR-4283 to supplement the Bristol Creek/Bristol Park/Ashbury Hills Area project that flooded as a result of the storm event which occurred April 29-30, 2014. The flood resulted in a negative impact to both public and private infrastructure, including approximately 160 homes and private properties. This area has flooded repeatedly during several previous severe storm events, since the development of the area started in 1988, as this area is located along and within the FEMA flood hazard zone of 11 Mile Creek.

Staff’s intent has always been to apply to multiple grant sources to secure additional funding for this project, utilizing LOST funds as the required matching funds.

Estimated Cost: 25% of $4,434,744 ($1,108,686)

B. Approve and authorize the Chairman to sign the FEMA HMGP Application DR-4283 for the Bristol Park Area Acquisitions;

C. Authorize the Chairman to execute, subject to legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets;

D. Authorize the County Administrator or his designee, subject to legal review and sign-off, to execute subsequent grant applications for this project; and

E. Accept, subject to legal review and sign-off, Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are designated as HMGP sites.

[Funding: Funding for the 25% match is available in Fund 352, LOST III, Project #12EN1763, "Delano Avenue Drainage Improvements Project"]

BACKGROUND:

The April 2014 storms produced floodwaters throughout Escambia County. Swollen streams caused excessive flooding and erosion that damaged many roadways, dams, culverts, and bridges. The work associated with these grant applications will assist the County in acquiring funding to mitigate flooding of waterway structures, associated roadways and properties, and to improve stormwater management systems within three separate drainage areas.

Since the time of the April 2014 storm event, Escambia County staff has been working to restore, among other areas, this area of Bristol Creek/Bristol Park/Ashbury Hills. As part of this project, staff has submitted recommendations to the BCC at several regularly-scheduled meetings, including February 19, 2015, June 16, 2016, and December 8, 2016, regarding HMGP grants submittals and property acquisitions in the project area.

A Purchase Order was issued to Mott MacDonald on February 24, 2017, for the Bristol Creek/Bristol Park/Ashbury Hills Area in the 11 Mile Creek Basin Project for Property Acquisition and Design Services. That scope of work includes providing this HMGP grant application for additional funding from Florida Department of Emergency Management (FDEM) for Hurricane Matthew DR-4283.

The HMGP program reimburses 75% of the actual eligible construction costs, in addition to 75% of eligible design and property acquisition costs. Our obligation for this additional funding for Bristol Park from the Hurricane Matthew DR-4283 storm event is estimated at 25% of $4,434,744 ($1,108,686).

BUDGETARY IMPACT:

Funding for the 25% match is available in Fund 352, LOST III, Project #12EN1763 "Delano Avenue Drainage Improvements Project."

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents requiring legal sign-off, including the Grant Applications, Grant Agreements, Easements, Hold Harmless Agreements, and other documents of conveyance as may be required from property owners of Escambia County whose properties are designated as HMGP sites will be delivered to the County Attorney's Office for signature prior to signatory approval by the County Administrator or Chairman, as specified in this recommendation.

PERSONNEL:

Public Works Department Engineering Division staff will manage this grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section 11.A requires Board approval of grants.

IMPLEMENTATION/COORDINATION:

Public Works Department Engineering Division staff will administer the grant, as required by the contract agreement.

Attachments

HMGP App_Bristol_Signed

Federal Emergency Management Agency

HAZARD MITIGATION GRANT
PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Bristol Park Area Acquisitions
Hazard Mitigation Grant Program Application

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Federal Emergency Management Agency

HAZARD MITIGATION GRANT
PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida 32533

LMS Prioritization Worksheet



Escambia County LMS Mitigation Project Application and Submission Packet

July 2016

WELCOME OR WELCOME BACK TO THE ESCAMBIA COUNTY LOCAL MITIGATION STRATEGY

The Escambia County Local Mitigation Strategy (LMS) has developed this *LMS Mitigation Project Information Submission Packet* to provide project applicants with an understanding of the LMS project submission, review, and ranking process with identified responsibilities and authorities of both the applicant and the LMS for those funding source programs that require mitigation projects to be coordinated through the local LMS.

This packet will contain six sections as follows:

I. Frequently Asked Questions and Answers
II. LMS Prioritization Considerations and Understandings
III. Project Submission Requirements and Process
IV. Project Scoring Criteria Explanation
V. LMS Mitigation Project Proposal Form
VI. Project Completion Summary Report

Any questions with regard to the information contained within this packet or any of the LMS processes may be forwarded to the LMS Coordinator or LMS Board Members.

Section I

Frequently Asked Questions and Answers

1. What is the LMS?

The primary purpose of the LMS is to establish an ongoing process that will make hazard mitigation part of the entire community's thought processes and activities. To look beyond one fiscal year, one political term, and take a proactive approach to hazard mitigation and the education of the benefits of implementing hazard mitigation activities long term. The LMS process assess its vulnerabilities to all types of hazards, identify a comprehensive list of goals, objectives, plans, programs and projects in an effort to decrease or eliminate the effects of those vulnerabilities and then prioritized the implementation of those initiatives.

A secondary purpose of the LMS is to satisfy the minimum FEMA (FEMA) Region IV local mitigation plan standards of acceptability to remain eligible for federal and state disaster and non-disaster mitigation grant funding opportunities.

- The LMS is a community-based organization, representing all political and geographical jurisdictions and all private for-profit and non-profit organizations in the community providing guidance in mitigating the community against hazards that threaten the community.
- The LMS is not a capital improvement program.
- The LMS has no budget and is not a funding source for project implementation.
- The LMS is NOT regulatory agency.

2. Who can submit a project to the Escambia County LMS?

- Any organization that is required to have support of the LMS for their project as a requirement of that funding or grant program and is also an eligible applicant for that funding or grant program.
- Any organization that is a government agency, recognized tribal organization or non-profit organization seeking a funding source that may not have yet been identified.
- Individual or business property owners must identify a government agency, recognized tribal organization, or non-profit organization that will sponsor and submit their project as the project applicant.

3. What types of projects are eligible to be included in the local LMS plan?

Generally, projects that mitigate against natural or man-made hazards, with an emphasis on natural disaster mitigation projects are likely eligible depending upon the grant or funding source being pursued. A list of hazards can be found within the LMS plan located at this website link:

http://myescambia.com/business/ds/local-mitigation-strategy

Mitigation type projects could include, but not be limited to:

- Acquisition and relocation of real property in hazard areas
- Acquisition and demolition of real property in hazard area
- Mitigation reconstruction
- Elevation
- Wind retrofitting of existing buildings and facilities

- Flood retrofitting (dry/wet) of existing buildings and facilities (elevation, flood proofing, static openings, etc)
- Infrastructure protection/mitigation (not repair or maintenance)
- Stormwater mitigation
- Flood control projects
- Relocation of structures from hazard areas
- Tornado safe rooms
- Generators/quick connects for critical facilities
- Generators as an integral part of an eligible project
- Sewer/water/gas/ system mitigation
- Planning

Ultimately, eligible types of projects will be identified by the specific funding or grant program opportunities project applicants may pursue and are not limited to the list provided.

4. How often do projects on the LMS need to be validated to remain on the LMS list?

Each year by December, each organization that has a project on the LMS project list, and wishes it to remain on the list, will be required to contact the LMS coordinator to re-validate each project that is desired to remain on the LMS project list. If no contact is made, the project may be removed from the LMS list as the LMS board may decide at this annual review date. The LMS may conduct outreach to validate projects on the LMS project list, but it will remain the responsibility of the project applicant to make sure their projects remain on the LMS project list as desired.

Section II

LMS Project Prioritization Considerations and Understandings

In general, the LMS is focused on mitigating the community against all natural and man-made hazards. However, part of the LMS mission is to identify a local community prioritized mitigation project list from which various funding sources may utilize to fund projects based upon that identified scoring priority. The LMS has worked hard to create as objective of a project scoring process and system as possible, to eliminate any appearance of favoritism to any one organization, while also trying to create a scoring criteria that will be able to prioritize projects based upon the various hazards, the potential impacts of those hazards, how proactive or reactive a community or organization may be in mitigating the community, and other considerations. However, subjectivity in determining project scores and prioritization does remain in the project review and ranking process

In creating the project scoring criteria, ultimately, one project must be prioritized over another, with the hopes of developing objective scoring criteria with an objective and subjective prioritization process. The scoring criteria were developed based upon general questions that weigh project benefits and impacts to the community with a few broad guiding questions:

a. Does the LMS wish to prioritize the projects based upon the hazard they mitigate? And what are those hazard priorities?
b. Is the community, and thus the project sponsoring organization(s), taking a proactive approach to mitigating the community and how shall those actions be taken into account within the scoring and prioritization process?
c. How are the projects leveraging the benefits across the community, through other community programs, etc?
d. How does the score consider direct and potential project impacts?
e. How do projects impact community health and safety?
f. What criteria should be developed to prioritize one project over another as objectively as possible?

Some of the data and information utilized in developing the project scoring criteria and addressing the broad questions above, include the following, but are not all-inclusive:

Per FEMA
https://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp;

a. In high risk areas, there is a 1 in 4 chance of flooding during a 30-yr mortgage.
b. 20% of NFIP claims and 1/3 of disaster assistance are for properties located in moderate to low risk areas (outside 100-yr flood zone).
c. 1% chance of being flooded in any given year if you live in a NFIP designated flood zone.
d. .02% chance of being flooded in any given year outside of the NFIP designated flood zone.

Per *Stafford Act Declarations 1953-2011: Trends and Analysis, and Implications for Congress.* Bruce R. Lindsay, Francis X. McCarthy. August 31, 2012 (https://www.fas.org/sgp/crs/homesec/R42702.pdf)

1. (Nationwide) "Most emergency declarations are for hurricanes, followed by snow-related events, droughts, and severe storms."
2. Nation-wide (Top 10 **Emergency** Declarations by Incident, 1953-2014) Florida had 12
    a. Hurricanes 27.8%
    b. Snow 26.2%
    c. Drought 9.9%

d. Severe storms 8%
e. Other 4.7%
f. Tornado 4.4%
g. Severe Ice storm 2.2
h. Flood 7.7%
i. Coastal storm 2.2

3. Nation-wide (Top 10 major disaster declarations by type of incident 1953-2014) Florida had 67
   a. Severe storms 37.1%
   b. Flood 32.8%
   c. Hurricane 9.3%
   d. Tornado 6.5%
   e. Snow 2.6%
   f. Typhoon 2.5%
   g. Fire 2.3%
   h. Severe Ice storm 2%
   i. Earthquake 1.3%
   j. Freezing .8%

Per Escambia County LMS Plan **www.myescambia.com/business/ds/local-mitigation-strategy**

HAZARD IDENTIFICATION AND VULNERBILITY ASSESSMENT								
	POTENTIAL HAZARD RISK TO LOCALITY*				POTENTIAL IMPACT TO LOCALITY***			
HAZARD	ESCAMBIA COUNTY	CITY OF PENSACOLA	SANTA ROSA ISLAND AUTHORITY	TOWN OF CENTURY	ESCAMBIA COUNTY	CITY OF PENSACOLA	SANTA ROSA ISLAND AUTHORITY	TOWN OF CENTURY
HURRICANE/TROPICAL STORMS	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH
STORM SURGE	HIGH	HIGH	HIGH	LOW	HIGH	HIGH	HIGH	LOW
FLOODING	MODERATE	MODERATE	MODERATE	MODERATE	HIGH	HIGH	HIGH	HIGH
HAZARDOUS MATERIALS INCIDENT	LOW	LOW	LOW	LOW	LOW	LOW	HIGH	LOW
TORNADO	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW
FREEZE	LOW	LOW	LOW	MODERATE	LOW	LOW	LOW	MODERATE
STRUCTURAL FIRES	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW
THUNDERSTORMS	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH	LOW	HIGH
MASS IMMIGRATIONS/CIVIL DISTURBANCE	LOW	LOW	LOW	LOW	LOW	LOW	HIGH	LOW
DROUGHT	MODERATE	LOW	LOW	LOW	MODERATE	LOW	LOW	LOW
NUCLEAR ATTACK	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW
RADIATION HAZARD	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW
WILDFIRES	MODERATE	N/A	N/A	LOW	MODERATE	LOW	LOW	LOW
DOMESTIC SECURITY/ TERRORISM	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW
SINK HOLES	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW
EARTHQUAKE	LOW	LOW	LOW	LOW	LOW	LOW	LOW	LOW
TSUNAMI	LOW	LOW	LOW	N/A	LOW	LOW	LOW	LOW
DAM/LOCK BREACH	LOW	LOW	N/A	LOW	LOW	LOW	LOW	LOW
LANDSLIDE/EROSION	LOW	LOW	HIGH	LOW	LOW	LOW	MODERATE	LOW
LIGHTNING	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH	HIGH
PANDEMIC INCIDENT	LOW	LOW	LOW	LOW	MODERATE	MODERATE	MODERATE	MODERATE
COASTAL OIL SPILL	LOW	LOW	LOW	N/A	LOW	LOW	LOW	LOW

Potential Hazard Risk to Locality-the liklihood of an incident to occur in any given year. (Subjective analysis)

***LOW**-unlikely to occur in any given year*

***MODERATE**-possible to occur in any given year*

***HIGH**-likely to occur in any given year*

****Potential Impact to Locality-Criteria as identified in the Escambia County Local Mitigation Strategy Plan (2010)***

***LOW**-special portions of the population affected; day to day operations not affected, minor cosmetic damage to structure possible.*

***MODERATE**-approximately 50% of population affected, mobile homes, and poorly built or maintained structures impacted.*

***HIGH**-significant portions of the population impacted, major damage to old, poorly maintained mobile home structures, some damage to newer structure built to recent code.*

Per National Weather Service http://www.srh.noaa.gov/tadd/

Except for heat related fatalities, more deaths occur from flooding than any other hazard. National average for flood related deaths is 99 per year. Compared with 61 deaths for lightning, 54 for tornadoes, and 49 for hurricanes.

Top ten most expensive disasters
https://www.trustedchoice.com/insurance-articles/weather-nature/most-expensive-disasters/

- Hurricanes-5 (This would include flood/storm surge and winds)
- Drought/Heat 3
- Earthquake-1
- Flood-1

Per the National Weather Service http://www.srh.noaa.gov

Tropical Cyclone Deaths (1970-1999)

Cause	Percent
Freshwater Flooding	59%
Wind	12%
Surf	11%
Offshore	11%
Tornadoes	4%
Storm Surge	1%
Other	2%

Per the LMS; Hazard Risk Maps Available **www.myescambia.com/business/ds/local-mitigation-strategy**
(See LMS plan hazard risk maps and hazard description section references)

NFIP/FIRMS (FEMA)	scientific/study based
Tropical Storms/Hurricanes	Scientific/study based
Storm Surge (State FDEM)	scientific/study-model based
Wildland Fire Risk (Forestry)	scientific/study-model based
Freeze Zone (National Weather Service)	Escambia LMS created based upon consultation with NWS-Mobile and subjective opinion based upon weather reporting linear delineations.
Wind Zones (Local Building Official)	These are wind load building code requirement zones based upon Florida Wind-Borne Debris zone maps.
Earthquake	scientific/study based

Project Community Benefits

Some of the programs that project benefits may impact include:

- CRS/NFIP programs (community-wide flood insurance rate discounts)
- Dam Safety Program (part of the CRS program)
- Impacts to CRA areas (social and economic)

LMS Prioritization of Hazards

As a result of the data and information (sample above) available, discussions within the LMS, the LMS board has identified some basic parameters from which scoring criteria were developed.

The risk and hazards threatening our community were prioritized which will weigh projects that address the higher risk and vulnerability of hazards to our community more heavily. That prioritization is as follows:

Hazards:

1. Flooding/Storm Surge (includes tropical event flooding)
2. Tropical storms/hurricanes (wind)
3. Severe weather/tornadoes
4. Wildfires
5. Drought
6. Earthquakes
7. Tsunami, freeze, sink holes, landslide/erosion, lightning
8. Hazardous materials, domestic security, structure fires, pandemic, dam breach, coastal oil spill, mass immigration/civil disturbance, radiation hazard, nuclear attack. (Man-made disasters are not a priority for the LMS and thus lumped together and no questions will be derived at this time to prioritize man-made disaster mitigation projects)

Section III

Project Submission Requirements and Process

A. Primary Eligibility for Project Submission to the LMS:

For a project to be considered by the LMS for review, scoring, and prioritization, a project applicant must meet and provide the five minimum requirements as appropriate:

- The *LMS Project Proposal Form* and scoring criteria, included in this packet, must be completed and submitted to the LMS in a timely manner based upon deadlines and timelines set by the LMS, which may be disaster or funding source specific.

- Grant program or funding source applications must be completed and submitted as part of the project submission to the LMS.

- Cost benefit analysis must be completed and submitted as part of the project submission to the LMS as the grant program or funding source may require.

- LMS attendance and Technical Support Group participation requirements must be met at the time of project submission by the eligible applicant agency or organization. The LMS plan identifies the minimum attendance and participation requirements for organizations. http://www.myescambia.com/business/ds/local-mitigation-strategy

- A commitment from each project applicant, that **regardless of funding source**, if the LMS board accepted and ranked a project on the LMS project prioritization list, that once the project is complete, a simple project report be completed and provided to the LMS board as historical documentation to support successful mitigation project implementation in the community.

B. These are the project submission guidelines that must be followed:

- The LMS Board will establish project submittal deadlines and timelines that must be met by all project applicants for the project to be considered by the LMS. Only the LMS board may allow exceptions.

- Only one project per LMS proposal form may be submitted.

- All completed *LMS Project Proposal Form*, scoring sheets, required supporting documentation, grant funding source applications and benefit cost analysis, must be submitted electronically to the LMS coordinator within all LMS identified deadlines and timelines.

- The establishment of the date of submission for a project submission to the LMS only occurs when all of the required primary documents are submitted; Completed *LMS Project Proposal Form* and scoring worksheet, grant application, benefit-cost analysis, verification that the attendance requirements have been met. This submission date is utilized to determine if the project was submitted by the appropriate deadlines and timelines established by the LMS and as may be referenced in the project scoring criteria.

- All required documentation must be submitted together in one package at one time. Applications that are not complete will not be reviewed by the LMS. Piecemealed submissions will not be accepted. It is understood that file size limits of email may require multiple emails to submit project applications and

documentation; however, the limitation is designed to limit project submissions that may be piecemealed over multiple days and weeks.

- The project applicant must complete the LMS scoring criteria and score their own project as they believe it should be scored utilizing the scoring criteria explanation section of this packet to guide the score selections and based upon the supporting documentation for each criterion justifying the project applicants score.

- Where the *LMS Project Proposal Form* and/or the scoring criteria worksheet require, and where the scoring guidance clearly references, supporting and additional documentation to justify and validate scoring **MUST** be provided or the project risks receiving no points for a given scoring criterion. Verbal justification from a project applicant will not necessarily be accepted.

- The LMS DOES NOT AND WILL NOT determine project eligibility for any grant program and other funding source. Eligibility requirements for grant programs and other funding sources will remain the responsibility of the project applicant.

C. The process, once a Project has been submitted to the LMS by a project applicant

Once all of the required documentation is submitted to the LMS coordinator the process for review, scoring, and prioritizations will be generally as follows:

- The LMS coordinator will make an initial cursory review of the documentation provided to make sure the four primary elements have been submitted/met. If all of the documentation is provided, the date of submission will be noted.

- The LMS coordinator will make available or provide electronic copies of the project submission to all of the LMS members, the LMS *Project Review and Ranking Technical Support Group* (PRRTSG), and the LMS Board as appropriate.

- The *PRRTSG* chair will coordinate with the LMS Chair to set a local LMS meeting schedule that will allow both the *PRRTSG* and the LMS Board to meet concurrently for project presentations by the applicants and allow an open question and answer session and discussion period on the projects. The number of these scheduled open and public meetings will depend upon the number of projects submitted or anticipated to be submitted. Because of grant program or funding source deadlines, meetings may be scheduled with short notice.

- Presentations are not required, but project applicants will be provided the opportunity to make project presentations.

- Project applicant presentations will be **limited to 5 minutes**, with a questions and answer and discussion session to follow. Discussion may last as long as it is productive and may be cut-off as the *PRRTSG* Chair may feel there is enough information to review and score a project.

    - This Q&A and discussion session is designed to discuss the merits and potential impacts and benefits of the project, and in some cases differentiating characteristics between the various projects being submitted to the LMS.

    - Presentations may include any media tools the applicant may desire. If there is any technical support needed (projectors, screens, etc.) prior coordination with the LMS coordinator is required.

- Presentation material should be provided to the LMS electronically in advance of the meeting for dissemination to the LMS board, technical support groups, membership, and participants as appropriate.

- The *PRRTSG* members will review all of the project documentation submitted in the following manner:
  - Prior to the project presentation meeting, *PRRTSG* members will
    - Review and validate that projects and project applicants have met the four primary requirements identified in section A.
    - Will review all of the documentation submitted to be familiar with, and understand the proposed project prior to any project presentation meetings.
    - Will review the scoring criteria and scores presented by the project applicant to identify any scoring criteria discussions where differences may occur.
  - In the project presentation meeting, the *PRRTSG* will:
    - Review one project at a time.
    - Individually call upon each project applicant and provide the option and opportunity for them to provide no more than a 5 minute presentation on the first of their projects.
    - Allow for anyone in attendance at the meeting to ask questions and make comment about the project as may be appropriate to gather a full understanding of the project and the impacts to the community. Discussion may either support or oppose the project.
    - Review each project scoring criterion and accept the score as provided by the project applicant, or discuss any changes to the score as the *PRRTSG* may suggest or recommend is more appropriate based upon the scoring criterion, the narrative parameters set for each criterion as provided in this packet, as well as, any required supporting documentation to validate any claims or statements made about the project. If there is no documentation to validate any claims, statistics, or statements about the project in relation to the criterion, the individual criterion runs the risk of zero points for that scoring criterion. The discussion about the point value that should be assigned for any given criterion will be open to anyone wishing to provide comment. Verbal justification for points where supporting documentation may or may not be accepted on face value, so it is important that if a statement is made, there is a document supporting the data or information desired for consideration.
    - As a *TSG*, decide on the final score to be presented to the LMS board for each individual project submission.
    - Will present the final score for all projects to the LMS board for their acceptance to the LMS prioritized project list.

- The LMS board will:

    - Accept the project and project score from the *PRRTSG* and to include the project on the LMS project list in prioritized order based upon the project score from highest to lowest.

    - Allow any project applicant the opportunity to question and challenge the *PRRTSG* project review and score and allow any further discussion, justification, or comment from which the LMS board will have the authority and option to either rescore and/or reprioritize a project based upon any scoring changes or subjective consideration as it may relate to the project itself.

    - Justification documentation may be submitted at a later date in certain circumstance, but the timeliness of submission may not risk the meeting of deadlines and timelines. The LMS Board may decide exceptions at their discretion.

    - Once the score has been determined by the *PRRTSG*, the information will be presented by the *PRRSTG* to the LMS Board for the board's acceptance and approval. **Prior to the LMS board approval, each project applicant, and anyone else in attendance, will have the additional opportunity to question, appeal, or challenge the scoring and justification identified by the *PRRTSG* and plead to the LMS board for consideration for any scoring changes or reprioritization exceptions, as they may feel appropriate.** During this appeals process, the meeting will be open for any new or reiterated discussion, support, opposition, and/or comments from anyone in attendance desiring to provide input to the process. The LMS board will have the full discretion to rescore and/or reprioritize any project based upon a more subjective approach as they may desire for whatever reason. This may include consideration for other community priorities not captured within the scoring criteria, continued evaluation for the interpretation of scoring criterion, or any other objective or subjective issues.

- Should a project applicant desire to try and improve their project score from the initial LMS board project acceptance and approval, the applicant may decide to identify additional documentable information or data that may justify additional project points for any given criterion. Should a project applicant desire to improve their project score in this manner, the LMS board will need to identify if they will accept application modifications, and may be required to go through the project review process again. All additional documentation must be submitted prior to any deadlines identified by the LMS board, allow enough time for the LMS board to provide required and appropriate information and data to the grant program or funding source by those required deadlines.

- Once all of the projects have been accepted and approved by the LMS board, the LMS board will generate a programmatic prioritized list of projects for review by the LMS members and participants. At this point, there are a couple of additional options that a project applicant may exercise, pending LMS board approval, to adjust the final list of prioritized projects for any individual grant program or funding source submission. They are:

    - In a situation where a project applicant may have several consecutively prioritized projects on the project list for a specific funding program based upon the final project scores, a project applicant may request that those sequentially prioritize projects be funded in an order preferred by the project applicant. For instance, if a project applicant has three projects list in priority order as projects # 7, 8, & 9, those projects may be reprioritized at their desire, as long as the reprioritization does not impact the funding order of projects for other project applicants. Projects ranked as #3 and #7 will not be allowed to be reprioritized as project costs would likely impact other project applicants in the list. However, this option is only allowed consideration as the list

of projects is generated for a specific project funding submission. Otherwise, projects will remain on the permanent LMS project list in the order from which they were originally scored.

- In a situation where different project applicants may negotiate with each other to reprioritize their projects that may be consecutively prioritized on the project list for a specific funding program based upon the final project scores, these project applicants may request that those sequentially prioritize projects be funded in an order preferred by the project applicant. For instance, if applicant #1 had a project ranked #4, and applicant #2 had a project ranked #5, they may negotiate to reprioritize those two projects, as long as the reprioritization does not impact the funding order of projects for other project applicants. Projects ranked as #3 and #7 from two different applicants will not be allowed to be reprioritized as project costs would likely impact other project applicants in the list. However, this option is only allowed consideration as the list of projects is generated for a specific project funding submission. Otherwise, projects will remain on the permanent LMS project list in the order from which they were originally scored.

- Once all project review and ranking processes are complete, the LMS board will generate any required certification letter and prioritized project list as a funding program may require both to the individual project applicants and to the funding program directly as may be appropriate and/or required.

- Upon completion of any LMS listed project, **regardless of funding source**, the LMS requires that each applicant prepare a simple project completion summary report to measure mitigation successes in our community for historical purposes. The project completion summary report is included with this packet.

- For any project already on the LMS project list prior to any funding announcements, those projects that were previously reviewed, evaluated and scored will **NOT** be required, and may not be allowed by the LMS board, to go through the new project submission process again. As an applicant may desire to "take the project off the shelf" and submit it in subsequent funding opportunities, the original score of the project will stand as originally scored, plus any one-time bonus points as the criteria may offer. Should the applicant desire to alter the scope of work of a project, or have new data and information that may impact the scoring of the project, then that project will return to the LMS project review, evaluation, and scoring process as if it were a new project submission. Any alterations to the scope of work of project will be considered a new project submission, and those alteration submission dates and timelines will define a new project submission date as it may impact the scoring criteria.

- Any projects on the LMS list that were scored by older versions of the current LMS scoring criteria, will require the applicant to resubmit the project to the LMS for review, evaluation, and ranking as if it was a new project submission, so the project can fairly be ranked based upon the same criteria all other projects were evaluated. As long as the scope of work has not significantly been altered, all old project submission dates and timelines will apply as it may impact the scoring criteria.

D. Important Program and Process Notes:

- Project submission to the LMS does not constitute project submissions to the various funding programs the applicant is seeking to apply. The LMS is merely a community ranking and prioritization process. THE LMS DOES NOT AND WILL NOT SUBMIT ANY ORGANIZATION'S APPLICATION TO ANY FUNDING PROGRAM. ALL PROJECT SUBMISSIONS AND PROGRAM REQUIREMENTS FALL UPON THE APPLICANT DIRECTLY AND ALL PROJECT SUBMISSIONS MUST BE DONE DIRETLY FROM THE PROJECT APPLICANT TO THE FUNDING PROGRAMS IN ACCORDANCE WITH THEIR PROGRAM RULES, GUIDELINES, TIMELINES, AND DEADLINES. The LMS takes no responsibility for any project submissions to funding programs.

- The LMS does not determine project eligibility for or on behalf of any funding program.
- The LMS does not award, fund, finance, or manage projects or project implementation. The LMS makes no funding eligibility determinations.
- The LMS ONLY provides a project funding priority list to the program for funding allocation.
- **A quorum of the LMS board has full discretion, as identified in the LMS plan, approved by the LMS members, whether directly or by default, to make discretionary decisions to adjust or change any steps in the processes, procedures, practices, project scores, or prioritizations by a majority vote.**

Section IV

Project Scoring Criteria Explanation

This section provides an explanation and/or parameters for each scoring criteria. Please utilize this section as you score your projects. Each project applicant is required to score each of the projects and provide the scoring criteria as part of your project submission to the LMS.

Purpose of Scoring Questions

The purpose of the LMS prioritization criteria is to create as objectively as possible; scoring a criterion that prioritizes projects based upon the risk and vulnerability of projects from natural or man-made hazards. The questions are designed to favor those projects that are in high risk geographical areas, favor hazards that potentially create greater risk to larger numbers of people, and can provide benefits that mitigate against those factors. The questions are also designed to be simple, straight-forward, and minimal to reduce as much subjectivity as possible and not to be burdensome to the project applicants.

Project Prioritization Criteria

This document supplements the LMS Mitigation Initiative Proposal Form and provides a more detailed explanation of how to score a project using the scoring worksheet. The Proposal and the scoring is to be completed by the applicant, one form for each project, and for any project the applicant wishes to submit to the LMS for consideration.

The process for each submission will be as follows:

1. A LMS project proposal must be completed for each project, to include the project applicant completing the project scoring. The proposal must be electronically submitted with supporting documentation, justifications, and explanations included.
2. To be eligible, an applicant must have met the LMS attendance/participation requirements as identified in the LMS plan, or as the LMS board may provide exception.
3. The applicable grant program or funding source application must be completed with all supporting documentation electronically.
4. The FEMA Benefit Cost Analysis must be completed and submitted with all supporting documentation electronically.

It will be the responsibility of the project applicant to provide any reasonable and required documentation to support any claims for points as is appropriate and referenced. Technical Support Group members may not have the expertise in some technical areas to be able to readily accept broad statements as truth, so for each criterion, it is required that supporting documentation be provided to support scoring claims. This documentation can come from a variety of resources such as engineers, environmentalists, plans, procedures, models, or other official and/or appropriate data/informational resource.

It will be the responsibility of project applicants to also justify/document that each project submitted will be independent projects that can be completed without the benefit of other phases or elements and provides the benefits the project applicant indicates independently once completed.

Once submitted to the LMS Board, the LMS Board and Project Review Technical Support Group will review the project at the next scheduled LMS meeting for inclusion into the LMS Project list. All projects will be scored based upon the percentile of points earned. Both the Technical Support Group and the LMS Board will meet and allow an

applicant to participate in the review process, being available for questions, and to defend the various discussions points for project scoring points. A meaningful exchange of information will take place in relation to the project submission. The project review schedule will be provided to the applicants and the LMS group for anyone's comments and input. The review process will be a public meeting and open to all interested parties and individuals.

The scoring criteria are divided into two sections, the Base Score Criteria and the Bonus Score Criteria. The base score criteria are permanent criteria that will define the base score of a project, and will be the score utilized by the LMS to rank a project on the LMS list for the long term as appropriate. The Bonus Score Criteria have been created for projects that are managed proactively with the LMS and offer one-time bonus points to projects based upon the current funding program cycle that LMS projects may be competing. All new projects submitted to the LMS for a current funding cycle will be evaluated and scored in relation to these bonus points, and all projects already on the LMS project list seeking competitive funding for a current funding cycle will also be reevaluated for these bonus points. For those projects already on the LMS project list, the LMS WILL NOT be reviewing the base scoring criteria for projects, unless new relevant data and information is being provided for consideration, and only bonus points will be considered for equitable competition with the new project submissions. As the bonus points suggest, they are providing a reward for applicants that engage the LMS prior to any funding announcements, which is intended to reduce the volume of project reviews within short deadline timeframes and allow the community to take a more proactive approach to identifying important mitigation projects.

Only scores that are identified in the scoring criteria can be acquired. There are no "partial" or "half way between" points for any criterion. Either the project meets the scoring criterion or it does not.

Please use this narrative guide to assist you with an understanding and level of expectation for each of the scoring criterion as you complete the score for your project(s).

Base Scoring Criteria:

1. **What type of organization is proposing the project?**

   Basically, who is the project applicant?
   - Local Government agency=20 pts.
   - Indian Tribes/Government (must be federally recognized)=18 pts.
   - Local non-profit=15 pts.
   - Eligible local applicant applying on behalf of non-eligible entity or individual.=10 pts. (this may be a project on private property for a business or individual.)
   - State Government=5 pts.
   - Federal Government=2 pts.
   - Other applicant=1 pt.

*ECUA has been identified as a local government agency by the LMS Board (7/12/16)

2. **What type of hazard does the project propose to mitigate against?**

   If the project mitigates several different hazards, then the hazard with the highest score will be applied.
   - Rainfall or tropical event flooding/storm surge=20 pts.
   - Tropical storms/hurricane (wind)=18 pts.
   - Severe weather/tornadoes (wind, lightning)=15 pts.
   - Wildfires=10pts.
   - Drought=5pts.
   - Earthquakes=4pts.

- Tsunami, freeze, sink holes, landslide/erosion=3pts.
- Man-made: hazardous materials, domestic security, structure fires, pandemic, dam breach, coastal oil spills, mass migration, civil disturbance, radiation hazard, nuclear attack.=1 pt.

3. Does the project eliminate or reduce the hazard threat?

- If the project guarantees that there will never be any impacts or damages in the future as a result of implementing the project, then the project will earn the highest points=10 pts.

- If the project merely reduces the threat, cannot guarantee there will be no impacts or damages in the future, then the project will earn=5 pts.

DOCUMENTATION FROM AN APPROPRIATE AND/OR CERTIFIED/LICENSED PROFESSIONAL WILL BE REQUIRED TO DOCUMENT CLAIMS.

4. Is the project found in any current Escambia County, City, Town, private, public, non-profit organizational or community planning document, capital improvement plan, budget, or similar document? The plan reference must be a plan from within our County boundaries.

Basically, the LMS is looking for a reference of your project in any planning document within any organization or agency either specifically or as an accomplishment of a goal, objective, or task of a plan. The LMS wants to know that the project is not a random effort and that plans put in place are being accomplished toward a comprehensive end and is not a "knee-jerk" reaction to a disaster incident. Any plan referenced must be a plan that relates to an organization or agency within the geographical boundaries of Escambia County and a project that will benefit the jurisdiction from which the project is referenced from that plan. A project that meets an objective in a plan found in Hillsborough County is not necessarily accomplishing the plans and goals of this community.

THE LMS PLAN IS NOT A PLAN THAT CAN BE REFERENCED FOR THIS CRITERION TO RECEIVE POINTS.

Points will be scored in this category as follows:

- 10 points awarded for a project that is specifically referenced in a local plan by title, by location, has a scope of work that is the same as the one being referenced in the plan, etc. An example would be a drainage capital improvement project specifically referenced by a street or neighborhood in the County's capital improvement plan.

- 8 points awarded for a project that is not specifically referenced, but accomplishes a specific goal identified in a local plan. An example would be a plan that wants to implement a shutter program for homeowners, and the LMS project submission is for a homeowner shutter project. The project address is not specifically listed, but the project accomplishes the specific goal referenced in the plan.

- 7 points awarded for a project that generally falls under a goal. An example of this would be goal in a plan that states that mitigation will be a primary goal of every agency, and a project submitted to the LMS is for shutters. This would be a project that generally falls under a broad and general goal in that plan.

- 5 points for a project that does not fall under any of the previous categories, and is not specifically or generally in conflict with any plan. This item will typically be a default score for projects submitted

- Minus 5 points for a project specifically or generally in conflict with a plan. The LMS expects that no project submitted to the LMS will be in conflict with any local plan, for instance, if a plan states that no drainage projects will be implemented in a specific neighborhood, and the project submitted to the LMS is for a drainage project in that banned neighborhood, then the project submission will lose 5 points.

DOCUMENTATION OF PLAN REFERENCE MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY

5. Is the project considered a critical facility/infrastructure by the LMS?

The State of Florida and Escambia County have used definitions of critical facility for several years, and continue to do so. For the purposes of the LMS, the LMS Board will **NOT** utilize the definition of critical facility to determine if a structure or system will be considered a critical facility. The definitions used by various agencies are very subjective themselves, and the LMS Board has decided that each applicant seeking points under this category will merely justify their argument for or against their project being a critical facility, structure, or system. Justification can include whether people will be staying in a building before, during, or after a hurricane/weather event, whether the services provided from that facility are critical in nature as they relate to life safety issues such as communications, networks, electrical grids, etc. Or any other topics of debate that the applicant wishes to provide in support of the argument.

- First responder facility (i.e. fire, EMS, law enforcement)=10 pts.
- Infrastructure facilities (i.e. drainage systems, lift stations, fire hydrants, sewage system, water systems, electrical grid, IT/network)=8 pts.
- Secondary emergency services organization facilities (i.e. Red Cross, United Way, Salvation Army)=6 pts.
- General use buildings/facilities from which infrastructure personnel work (i.e. Central Office Complex, ECUA offices)=4 pts.
- Programs, studies, data collection, GIS, and work to improve data related to risk and vulnerability assessments, mitigation educational outreach programs, etc.=2 pts.
- Not considered a critical facility or program=0 pts.

A WRITTEN EXPLANATION/JUSTIFICATION IS REQUIRED TO SCORE POINTS IN THIS CATEGORY.

6. For the facility/infrastructure the project proposes to mitigate, within the existing state/condition of the infrastructure, will future impacts negatively affect the level of service that the facility/infrastructure typically supports?

In essence, if the facility/infrastructure is damaged in the future, will the lack or use or limited use of that infrastructure reduce or eliminate the level of service that facility/infrastructure provides on a daily bases. (i.e. If a fire station became unusable, would the level of service from the fire station be diminished or eliminated?)

- Complete shutdown of services=10 pts.
- Impacted/reduced services=5 pts.
- No reduction in the level of service= 0 pts.

PROVIDE APPROPRIATE WRITTEN DOCUMENTATION/JUSTIFICATION FOR THE POINTS SCORED.

7. Community Rating System (CRS): Is the project an activity that will earn credit points in one or all of the local community CRS programs?

Currently, Escambia County, the City of Pensacola, and the Santa Rosa Island Authority participate in the Community Rating System, a program within the National Flood Insurance Program. If the proposed project benefits the CRS program and provides credit toward that effort, then the project can earn points under this category. However, the program is very specific on what activities points can be earned. For instance, education and outreach programs in general does not earn CRS points, however, if that public outreach had very specific information it was providing, then it could earn points. Most projects will not earn points under this category, but to review eligible activities in the CRS program, please visit the NFIP/CRS website at this link: http://training.fema.gov/EMIWeb/CRS/

CRS points for Flood Damage Reduction, CRS Activity 500= 10 points
CRS points for Flood Preparedness, CRS Activity 600= 8 points
CRS points for Mapping and Regulatory, CRS Activity 400= 6 points
CRS points for Public Information, CRS activity 300= 4 points
No CRS points/not applicable=0 pts.

Points will only be awarded if the activity can actually earn the community points in the CRS program, not for projects that just address the criteria of the CRS as the title may imply.

If the proposed project does not facilitate the objective of providing points toward improving the respective municipalities' CRS classification, then a score of 0 points shall be awarded.

PROVIDE APPROPRIATE WRITTEN DOCUMENTATION (LETTER, EMAIL, ETC.) FROM THE COMMUNITY'S CRS COORDINATOR TO VERIFY THE PROJECT'S ABILITY TO EARN CRS CREDIT POINTS IN THE CRS PROGRAM.

8. Population DIRECTLY benefited

The estimated population that will **DIRECTLY** receive benefits from the proposed mitigation project. Education, legislative, and planning studies will typically score higher in this category than site-specific structural projects. This may be in terms of how many people are directly serviced by a facility/infrastructure. This **DOES NOT** include a population that MAY be impacted "downstream" or "upstream" through a potential "domino effect" of facility or system failures.

- ≤1,000= 12 pts.
- 1,001 to 50,000-14 pts.
- 50,001 to 100,000=16 pts.
- 100,0001 to 200,000=18 pts.
- >200,000=20 pts.

DOCUMENTATION AND JUSTIFICATION WILL BE REQUIRED TO SCORE POINTS IN THIS CATEGORY.

9. Population that will POTENTIALLY/INDIRECTLY benefit.

The estimated population that will **POTENTIALLY/INDIRECTLY** benefit from the implementation of the project. This population count WILL NOT include those that are directly benefitting and can include those people who may **REASONABLY** (do not stretch this beyond reasonable) and potentially/indirectly may benefit through what could be considered potential/possible "domino effect".

- $\leq$ 10,000= 2 pts.
- 10,001 to 75,000-4 pts.
- 75,001 to 150,000=6 pts.
- 150,0001 to 200,000=8 pts.
- >200,000=10 pts.

DOCUMENTATION AND JUSTIFICATION WILL BE REQUIRED TO SCORE POINTS IN THIS CATEGORY.

10. Environmental Considerations: Does the project provide DIRECT environmental benefit. If the project concerns and officially identified environmentally sensitive area, score will be multiplied by 1.5.

Almost all mitigation projects will impact the environment in some way. A project will need to be evaluated and documented for the points requested in this criterion.

The LMS expects that no projects will ever be submitted or pursued that have a negative impact on our environment, however, if the mitigation project will likely have a negative impact on the environment (after all mitigation measures that may be applied) = (minus 5 points)

If a project has no or minimal impact on the environment, then the project will earn 2 points. An example of a project that would earn two points would be a shutter project for a building.

If a project has a positive impact on the environment, then the project will earn 5 points. A potential project that could meet this may be a drainage project that reduces flooding in an area of constant flooding, which also reduces polluted runoff in an area or in an identified wetland.

When considering direct benefit, the project must consider the area the project serves DIRECTLY, and not "downstream" or "domino effect" possibilities or potential.

DOCUMENTATION FROM AN APPROPRIATE PROFESSIONAL, STUDY, OR PLAN WILL BE REQUIRED TO SCORE POINTS IN THIS CATEGORY.

In addition, if the project has the potential to affect (either positively or negatively) an environmentally sensitive area, as defined in the Escambia County Comprehensive Plan, then the score shall be multiplied by a factor of 1.5. For example, if a project negatively affects the sea grass in Santa Rosa Sound, the –5 points shall be multiplied by 1.5 to equal a score of –7.5 points or on the contrary, if the project has a positive effect on an environmentally sensitive area, then the project could earn 7.5 points.

Many different studies and documents exist, to include modelling, that could justify and identify environmentally sensitive areas. Some examples of documents could include, but is not limited, to the National Wetlands Inventory Map , Escambia County Soils Survey, FF&WCC-LANDSAT Imagery, the Escambia County Geographic Information System, or other professional document.

11. Environmental Considerations: Does the project provide POTENTIAL/POSSIBLE environmental benefit.

Consideration as an environmental project is the same as in number 10, however, as it may relate to **POTENTIAL/POSSIBLE** environmental benefits, this analysis will not include the DIRECT benefit area, but could include a **REASONABLE** expectation for **POTENTIAL/POSSIBLE** benefit "downstream" or as a domino effect.

- Positive Impact=5 pts.
- No or minimal impact=2 pts.
- Negative Impact=(-10) pts

DOCUMENTATION FROM AN APPROPRIATE PROFESSIONAL, STUDY, OR PLAN WILL BE REQUIRED TO SCORE POINTS IN THIS CATEGORY.

12. To what degree does the project have the potential for the immediate prevention of loss of life?

To what degree will the project provide protection against loss of life. Some projects will provide protection immediately, and some will not. Score your project accordingly and provide any justification or substantiation as appropriate.

Immediate prevention of loss of life=10points
Immediate will be DIRECT prevention. This will be for projects that are proposed wind or flood mitigation that will be found in the identified storm surge zones and v-zones as identified on Flood Insurance Rate Maps, or within the 1st mile from the coast as the building code requires window protection, etc. This could be for tornado safe rooms, or fire mitigation efforts where people WILL be required to put themselves in harm's way during an incident or disaster.

Significant prevention of loss of life=7 points
Significant will be less direct prevention than the immediate classification. These are projects that will occur in less destructive environments where people might or might not be present during an event or disaster. Those people outside the storm surge zone or V-zone, such as the A-zones on FIRM's, areas of frequent flooding from rising water, structures built to lower standards than today where people may stay at home or may evacuate during wind events, wind mitigation further inland in the County, etc. These projects have the potential to save lives, but no requirements for staying in the hazard are placed on individuals.

Moderate prevention of loss of life=5 points
This project provides even less potential for the protection of lives. This could be a drainage project that reduces flooding in a neighborhood, that typically is not a threat to lives, but the potential for someone getting trapped, isolated, and drowning is not out of the realm of possibility. This could be to shutter a facility not critical to operations, where people will likely NOT stay during a disaster event. The odds of providing protection to a life is unlikely but not out of the realm of possibility. These could be flood mitigation projects in the X-zone as identified in the local FIRM's.

No Prevention=0 points
This is a shutter project for a storage building where no one will ever stay during a disaster event, etc.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

13. What is the Life Expectancy of the Project?

The life expectancy of the project shall be established utilizing the Project Useful Life Summary, Appendix D as found in the *BCA Reference Guide*, June 2009, Federal Emergency Management Agency and reproduced below:

Appendix D from:
BCA Reference Guide, June 2009
Federal Emergency Management Agency

APPENDIX D
Project Useful Life Summary

Project Type	Useful Life (years)		Comment
	Standard Value	Acceptable Limits (documentation required)	
Acquisition/Relocation			
All Structures	100	100	
Elevation			
Residential Building	30	30–50	
Non-Residential Building	25	25–50	
Public Building	50	50–100	
Historic Buildings	50	50–100	
Structural/Non-Structural Building Project			
Residential Building Retrofit	30	30	
Non-Residential Building Retrofit	25	25–50	
Public Building Retrofit	50	50–100	
Historic Building Retrofit	50	50–100	
Roof Diaphragm Retrofit	30	30	Roof hardening and roof clips
Tornado Safe Room – Residential	30	30	
Tornado Safe Room – Community	30	30–50	Retrofit or small community safe room ≤ 16 people (30 yr), New (50 yr)
Non-Structural Building Elements	30	30	Ceilings, electrical cabinets, generators, parapet walls, or chimneys
Non-Structural Major Equipment	15	15–30	Elevators, HVAC, sprinklers
Non-Structural Minor Equipment	5	5–20	Generic contents, racks, shelves
Infrastructure Projects			
Major Infrastructure (minor localized flood reduction projects)	50	35–100	
Concrete Infrastructure, Flood Walls, Roads, Bridges, Major Drainage System	50	35–50	
Culverts (concrete, PVC, CMP, HDPE, etc.)	30	25–50	Culvert **with** end treatment (i.e., wing walls, end sections, head walls, etc.)
	10	5–20	Culvert **without** end treatment (i.e., wing walls, end sections, head walls, etc.)
Pump Stations, Substations, Wastewater Systems, or Equipment Such as Generators	50	50	Structures
	5	5–30	Equipment
Hurricane Storm Shutters	15	15–30	Depends on type of storm shutter
Utility Mitigation Projects	50	50–100	Major (power lines, cable, hardening gas, water, sewer lines, etc.)
	5	5–30	Minor (backflow values, downspout disconnect, etc.)

APPENDIX D
Project Useful Life Summary

Project Type	Useful Life (years)		Comment
	Standard Value	Acceptable Limits (documentation required)	
Miscellaneous Equipment Projects			
Equipment Purchases	2	2–10	Small, portable equipment (e.g., computer)
	30	5–30	Heavy equipment
Wildfire Mitigation Projects			
Defensible Space/Hazardous Fuels Reduction	4	2–4	Brush – Depends on drought conditions
Vegetation Management	1	1	Grass – Depends on geographic location and precipitation
	20	3–20	Forest canopy – Must be maintained every 3 years
Ignition-Resistant Construction	10	10–30	Depends on type of construction and materials used

- ≤ 10 years=2 pts.
- >10 to ≤20 years=4 pts.
- >30 to ≤40 years=8 pts.
- *>40 years=10 pts.*

If the applicant chooses to utilize the "Standard Value", no additional documentation is required as these are FEMA default values. If the "Acceptable Limits" values are identified, written justification from an appropriate professional will be required to be submitted with the project submission.

14. Does the project mitigate damages to a NFIP Repetitive Loss Structures

Repetitive loss structure is a term that is usually associated with the National Flood Insurance Program (NFIP). For Flood Mitigation Assistance (FMA) program purposes, this is a structure, covered by a contract of flood insurance under the NFIP, that has suffered flood damage on two or more occasions over a 10-year period ending on the date when a second claim is made, in which the cost to repair the flood damage, on average, equals or exceeds 25% of the market-value of the structure at the time of each flood loss event.

If the proposed mitigation project involves a government owned property repetitive claim, flood loss structure, as identified by the Federal Emergency Management Agency (FEMA), then it shall be awarded 10 points.

If the proposed mitigation project involves a privately owned property repetitive claim, flood loss structure, as identified by the Federal Emergency Management Agency (FEMA), then it shall be awarded 5 points.

If the proposed project does not involve a repetitive loss structure as defined by FEMA, the 0 points shall be awarded.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

15. Is the project in the mapped hazard area it proposes to mitigation against?

Is the project in the mapped hazard area for which the type of mitigation being proposed? There are several sources for various hazard area maps, but the ones identified in the LMS plan would be the primary reference and already recognized by the LMS They would include the FIRMS, environmentally sensitive area maps, wind hazard maps, storm surge maps, and others. It is important that projects are pursued and potentially prioritized in mapped hazards areas that depict increased risks to those hazards.

In essence, if the project is to implement flood mitigation, the project would get additional points if it was located in a mapped flood hazard area (FIRM). If the project submitted was to mitigate against wind hazards (i.e. shutters),the project would receive additional points for being located within the mapped wind hazard area?

The hazard maps can be found in the LMS strategy plan on-line at:
http://www.escambiaemergency.com/Local_Mitigation/strategy_update.htm

- Yes=10 pts.
- No=0 pts

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

16. Does this project mitigate a public health/safety issue?

If there is a potential and direct public health/safety issue that is being mitigated by the implementation of the project, then the project would earn points. Justification, explanation, and extrapolation of the impacts and justification must be **reasonable** and the impacts considered a direct result of the project implementation and should not include scenarios that are dependent upon other potential system failures and other potential impacts to reach an extended conclusion of health and safety benefits.

- Yes=10 pts.
- No=0 pts.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

17. Does this project mitigate a historical building(s), infrastructure, or system(s) that are historical or located within an official historical district or area?

Projects would be considered historical if they have been officially designated as historic, are located in an officially designated historic zone or area, or if it is a building that is 50 years or older.

- Yes=5 pts.
- No=0 pts.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

18. Is the project within an officially identified Enterprise Zone?

If the project is identified within an officially designated Enterprise Zone, the project would earn the points identified.

- Yes=5 pts.
- No=0 pts.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

19. Is the project within an officially designated Community Redevelopment District?

If the project is identified within an officially designated Community Redevelopment District, the project would earn the points identified.

- Yes=5 pts.

- No=0 pts.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

20. Does the project have documented repetitive/historical damages in dollars?

Has the project been damaged by the hazard being mitigated in the past? If so, how much were historical repair costs individually identified by year and/or incident.

- ≤$5,000=1 pt.
- $5,001 to $10,000= 2 pts.
- $10,001 to $25,000=4 pts.
- $25,001 to $50,000=6 pts.
- $50,001 to $100,000=8pts.
- >$100,000=10 pts.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

21. Does the project have documented frequent repetitive repetitive/historical damages in the previous 20 years?

How many times has the project been impacted in the past 20 years? Please identify by year.

- 1 incident=1 pt.
- 2 incidents=2 pts.
- 3 incidents=4 pts.
- 4 incidents=8 pts.
- >4 incidents=10 pts.

DOCUMENTATION/JUSTIFICATION MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

Bonus Scoring Criteria:

1. Was the project on the LMS project list prior to the declared disaster date or before the date of the Notice of Funding Availability for the grant program?

In an attempt to reward those organizations that are proactive within the LMS and the concept of mitigation, this criteria will provide extra points for those projects that are submitted and reviewed in advance of funding opportunities. For grant programs that are declared disaster driven, such as the Hazard Mitigation Grant Program, projects will receive the points if they were submitted and placed on the LMS list before a declared disaster impacts our community, specifically before the "date of declaration." Points will be awarded for projects that are on the LMS project list in advance of grant programs that are not disaster driven, such as the Flood Mitigation Grant Program or the Pre-Disaster Mitigation Grant Program based upon the date of Notice of Funding Availability (NOFA) for any given funding cycle.

If the project is on the LMS project list before a declared disaster date or before the funding notification, then 10 points will be awarded. If not, zero points will be awarded.

DOCUMENTATION/ REFERENCE MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

2. **If the funding is as a result of a federally declared disaster, does the project mitigate against the type of hazard that was declared for the current funding cycle?**

   As an example, if the declared incident was for forest fire, is the project a fire mitigation project. If yes, then the project will earn the points.

   - Yes=10 pts.
   - No=0 pts

3. **Is the project type or hazard type specifically referenced in the federal NOFA or state program guidance as a priority for either entity with respect to the specific funding source or program?**

   Should the project be specifically referenced by title or generally referenced by project or hazard type in the federal or state NOFA or funding announcement letters or documentation, then the project will earn the points.

   - Yes=10 pts.
   - No=0 pts

DOCUMENTATION/ REFERENCE MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.

Section V

Escambia County
LMS Mitigation Project Proposal Form

1. Project Applicant(s): Escambia County
2. Project is located within the:
   - ☑ Cantonment
   - ☐ Town of Century
   - ☐ Unincorporated County
3. Project Applicant Contact:
   - Name: Chris Curb
   - Agency/Department: Engineering Manager - Stormwater
   - Office phone: 850-595-3419
   - Cell Phone:
   - Email Address: CACurb@co.escambia.fl.us
4. Project costs:
   - Federal Share 75% $3,326,058.55
   - Non-Federal 25% $1,108,686.18
   - Total $4,434,744.73
5. Type of project:
   - ☐ Planning
   - ☑ Construction

6. Provide a brief description and location of the project:

The proposed project will include the acquisition and demolition of 15 residential properties in the Bristol Park area of Cantonment, Florida. The proposed project will eliminate historic flooding problems at these properties by acquisition of the property and conversion of the land to deed-restricted open space, allowing water to be naturally stored on the property. A benefit of this project is increased floodplain storage; due to the large number of property owners impacted by this project, an educational and public input workshop was conducted by the applicant.

7. Is there a pre-identified funding source for this project?
   - ☑ Hazard Mitigation Grant Program (HMGP)
   - ☐ Flood Mitigation Assistance Grant Program (FMA)
   - ☐ Pre-Disaster Mitigation Grant Program (PDM)
   - ☐ Other:_____

8. If required by the funding source, what is the benefit-cost value of this project:_____

Each applicant is required to score their own projects and submit the scoring as part of the project submission to the LMS.

Project Scoring:

Base Scoring Criteria

CRITERIA	INSTRUCTIONS	SCORE
1. What type of organization is proposing the project?	• Local Gov't=20 pts. • Indian tribes Gov't=18 pts. • Local non-profits=15 pts. • Eligible local applicant applying for non-eligible applicant (individuals, private business)=10 pts. • State Gov't=5 pts. • Federal Gov't=2 pts. • Other applicant=1 pt.	20
2. What type of hazard does the project propose to mitigate against?	• Rainfall or tropical event flooding/storm surge=20 pts. • Tropical storms/hurricane (wind)=18 pts. • Severe weather/tornadoes (wind, lightning)=15 pts. • Wildfires=10pts. • Drought=5pts. • Earthquakes=4pts. • Tsunami, freeze, sink holes, landslide/erosion=3pts. • Man-made: hazardous materials, domestic security, structure fires, pandemic, dam breach, coastal oil spills, mass migration, civil disturbance, radiation hazard, nuclear attack.=1 pt.	20
3. Does the project eliminate or reduce the hazard threat? **(Documentation from an appropriate and/or certified/licensed professional will be required to document claims)**	• Eliminate=10 pts. • Reduce=5 pts.	10
4. Is your project identified in any current Escambia County, City of Pensacola, Town of Century, or any other organizational, governmental, for-profit, non-profit, or other community planning document (i.e. capital improvement, budget, etc)? THE LMS PLAN IS NOT AN ELIGIBLE REFERENCE PLAN. **(Provide a copy of the section(s) of the referenced plan and justification for any claims)** Name of document:_____	• Is the project specifically cited in the plan= 10 pts. • Does the project accomplish a specific goal=8 pts. • Does the project generally fall under a goal referenced in a document/plan=7 pts. • Project is not in conflict with any plans=5 pts. • Is the project IN conflict with a plan=(-5 pts.)	8
5. Is the project considered a critical	• First responder facility (i.e. fire, EMS, law	

facility/Infrastructure by the LMS? (see explanation section) **(Documentation will be required where projects may not clearly fall into the scoring categories)**	enforcement)=10 pts. • Infrastructure facilities (i.e. drainage systems, lift stations, fire hydrants, sewage system, water systems, electrical grid, IT/network)=8 pts. • Secondary emergency services organization facilities (i.e. Red Cross, United Way, Salvation Army)=6 pts. • General use buildings/facilities from which infrastructure personnel work (i.e. Central Office Complex, ECUA offices)=4 pts. • Programs, studies, data collection, GIS, and work to improve data related to risk and vulnerability assessments, mitigation educational outreach programs, etc.=2 pts. • Not considered a critical facility or program=0 pts.	0
6. For the facility/infrastructure the project proposes to mitigate, within the existing state/condition of the infrastructure, will future impacts negatively affect the level of service that the facility/infrastructure typically supports? **(Provide justification for any points identified)**	• Complete shutdown of services=10 pts. • Impacted/reduced services=5 pts. • No reduction in the level of service= 0 pts.	0
7. Community Rating System (CRS): Is the project an activity that will earn credit points in one or all of the local community CRS programs? **(Documentation from the jurisdictional CRS coordinator validating point activity is required)**	• CRS points for Flood Damage Reduction=10 pts. • CRS points for Mapping and Regulatory=8 pts. • CRS points for Flood Preparedness=6 pts. • CRS points for Public Information=4 pts. • No CRS points/not applicable=0 pts.	10
8. Population **DIRECTLY** benefitted. **(Provide documentation to support the claim)**	• ≤1,000= 12 pts. • 1,001 to 50,000-14 pts. • 50,001 to 100,000=16 pts. • 100,0001 to 200,000=18 pts. • >200,000=20 pts.	12
9. Population that will **POTENTIALLY/INDIRECTLY** benefit. **(Provide documentation to support the claim.)**	• ≤ 10,000= 2 pts. • 10,001 to 75,000-4 pts. • 75,001 to 150,000=6 pts. • 150,0001 to 200,000=8 pts. • >200,000=10 pts.	2
10. Environmental Considerations: Does the project provide **DIRECT** environmental benefit. If the project concerns environmentally sensitive areas, score will be multiplied by 1.5. **(Documentation is required to substantiate claim)**	• Positive Impact=10 pts. • No or minimal impact=3 pts. • Negative Impact=(-5) pts.	15
11. Environmental Considerations: Does the project provide **POTENTIAL/POSSIBLE** environmental benefit. **(Documentation is required to substantiate claim)**	• Positive Impact=5 pts. • No or minimal impact=2 pts. • Negative Impact=(-10) pts.	5
12. To what degree does the project have the	• Immediate=10 pts.	

potential for the immediate prevention of loss of life? **(Please provide justification and documentation)**	• Significant=7 pts. • Moderate=5pts. • No prevention= 0 pts.	5
13. What is the life expectancy of the project? **(Utilize FEMA default values to justify points. If FEMA default values are not utilized, documentation to substantiate claim is required)**	• ≤ 10 years=2 pts. • >10 to ≤20 years=4 pts. • >30 to ≤40 years=8 pts. • >40 years=10 pts.	10
14. Does the project mitigate damages to a NFIP identified repetitive loss structure? **(Please provide justification and documentation)**	• Yes, public facility=10 pts. • Yes, Private facility=5 pts. • No=0 pts.	5
15. Is the project in the mapped hazard area it proposes to mitigate against? **(Please provide justification and documentation)**	• Yes=10 pts. • No=0 pts.	10
16. Does this project mitigate a public health/safety issue? **(Please provide justification or an explanation)**	• Yes=10 pts. • No=0 pts.	10
17. Does this project Mitigate a historical building(s), infrastructure, or system(s) that are historical or located within an official historical district or area? **(Please provide justification and documentation)**	• Yes=5 pts. • No=0 pts.	0
18. Is the project within an officially identified Enterprise Zone? **(Please provide justification and documentation)**	• Yes=5 pts. • No=0 pts.	0
19. Is the project within an officially designated Community Redevelopment District? **(Please provide justification and documentation)**	• Yes=5 pts. • No=0 pts.	0
20. Does the project have documented repetitive/historical damages in dollars? **(Please provide justification and documentation)**	• ≤$5,000=1 pt. • $5,001 to $10,000= 2 pts. • $10,001 to $25,000=4 pts. • $25,001 to $50,000=6 pts. • $50,001 to $100,000=8pts. • >$100,000=10 pts.	10
21. Does the project have documented frequent repetitive/historical damages in the previous 20 years? **(Please provide justification and documentation)**	• 1 incident=1 pts. • 2 incidents= 2pts. • 3 incidents=4 pts. • 4 incidents=8 pts. • >4 incidents=10 pts.	1
Base Score	Maximum points possible=215	153

One-Time Bonus Score

CRITERIA	INSTRUCTIONS	SCORE
1. Was the project on the LMS project list before the date of declaration for the disaster in which the project is applying? Or was the project on the LMS project list before the Notice of Funding Announcement (NOFA) was published? **DOCUMENTATION/ REFERENCE MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.**	• Yes=10 pts. • No=0 pts. The Bristol Park Area Acquisitions was reviewed and approved by the LMS in 2015 to submit under HMGP for DR-4177.	10
2. If the funding is as a result of a federally declared disaster, does the project mitigate against the type of hazard that was declared for the current funding cycle?	• Yes=10 pts. • No=0 pts	10
3. Is the project type or hazard type specifically referenced in the federal NOFA or state program guidance as a priority for either entity with respect to the specific funding source or program. **DOCUMENTATION/ REFERENCE MUST BE PROVIDED TO SCORE POINTS IN THIS CATEGORY.**	• Yes=10 pts. • No=0 pts	0
4.		
Bonus Score	Maximum points possible=30	20
Base Score	Maximum points possible=215	153
Total Score	Maximum points possible=245	173

Section VI

Local Mitigation Strategy
Project Closeout Final Report

Project Title: _____

Project Applicant: _____

Project Contact:
Name: _____
Address: _____
Phone: _____
E-mail: _____

Type of Project: _____

Grant Contract Execution Date: _____

Date Project Started: _____

Date Project Completed: _____

Final (actual) Project Costs:		($)	Source of Funding (i.e. grants, general revenue, LOST, etc.)
Total:		_____	_____
Federal Share:		_____	_____
State Share:		_____	_____
Other Source:		_____	_____
Local Share	Cash:	_____	_____
	In-Kind:	_____	_____

Please provide description of project. Were the goals accomplished? Were the hazards mitigated? To what level of protection was the project implemented? Was the project a success?

Please provide/attach appropriate projects pictures of **before and after** that represent the project and project area as appropriate.

Federal Emergency Management Agency

HAZARD MITIGATION GRANT
PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida 32533

State of Florida HMGP Application

STATE OF FLORIDA – HAZARD MITIGATION GRANT PROGRAM APPLICATION

THIS SECTION FOR STATE USE ONLY

FEMA- 4280-DR-FL

☒ **Standard HMGP** ☐ **Standard FMA** ☐ **5% Initiative Application** ☐ **Initial Submission or** ☐ **Application Complete** ☐ **Re- Submission**

Support Documents
- ☐ **Conforms w/ State 409 Plan**
- ☐ **In Declared Area**
- ☐ **Statewide**

Eligible Applicant
- ☐ **State or Local Government**
- ☐ **Private Non-Profit (Tax ID Received)**
- ☐ **Recognized Indian Tribe or Tribal Organization**

Project Type(s)
- ☐ **Wind**
- ☐ **Flood**
- ☐ **Other**: _____

Community NFIP Status: (Check all that apply)
☐ **Participating Community ID#:** _____
☐ **In Good Standing** ☐ **Non-Participating** ☐ **CRS**

Reviewer Phone#: _____
Reviewer Fax#: _____
Reviewer E-Mail: _____
Date Application Received: _____

State Application ID: _____
State Reviewer: _____

Signature: _____ **Date:** _____

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance with this application, please contact your State Emergency Management Division at ***(850) 922-5944.***

A. To Fill Out This Application: Complete all sections that correspond with the type of proposed project

***General Application Sections*:** *All* applicants must complete these sections
Environmental Review: *All* applicants must complete these sections
Maintenance Agreement: *Any* applications involving public property, public ownership, or management of property
Damage Frequency Assessment Worksheet: Acquisition, Elevation, Floodproofing (if FIS and H&H are unavailable) -- one worksheet per structure
Flood-Drainage Improvement Worksheet: Acquisition, Elevation, Floodproofing (if FIS and H&H are available) -- one worksheet per structure
Tornado Worksheet: Safe Room Projects only
Wind Retrofit Worksheet: Wind retrofit projects only -- one worksheet per structure
Request for Public Assistance Form: FEMA Form 90-49 (Request for Public Assistance): *All* applicants must complete, if applicable.
Acquisition Forms: If project type is Acquisition, these forms must be completed.
(Only one of the two *Notice of Voluntary Interest* forms is necessary.)
Model Statement of Assurances for Property Acquisition Projects
Declaration and Release
Notice of Voluntary Interest (Town Hall Version)
Notice of Voluntary Interest (Single Site Version)
Statement of Voluntary Participation
FEMA Model Deed Restriction Language
Application Completeness Checklist: All applicants are recommended to complete this checklist

B. Applicant Information

FEMA-4283 -DR-FL **DISASTER NAME: Florida Hurricane Matthew (DR-4283)**
Ex., FEMA-1609-DR-FL; Hurricane Wilma

Title / Brief Descriptive Project Summary: Bristol Park Area Acquisitions

1. Applicant (Organization): Escambia County
2. Applicant Type:
   ☒State or Local Government ☐Recognized Native American Tribe ☐Private Non-Profit

3. County: Escambia
4. State Legislative House District(s): 1 and 2 State Legislative Senate District(s): 2
   Congressional House District(s): 1
5. Federal Tax I.D. Number: 596000598
6. Data Universal Numbering System (DUNS): 075079673
7. FIPS Code*: 033
   (*if your FIPS code is not known, please fill out FEMA Form 90-49 (Request for Public Assistance) so that the Department may obtain a FIPS code for you)
8. National Flood Insurance Program (NFIP) Community Identification Number (this number can be obtained from the FIRM map for your area): 120080
9. NFIP Community Rating System Class Number (if available): 6
10. NFIP Last Community Assistance Visit Date (FMA ONLY): N/A
11. Attach proof of current Flood Insurance Policy (FMA ONLY): N/A

12. **Point of Contact**
    ☐Ms. ☒Mr. ☐Mrs. First Name: Chris Last Name: Curb
    Title: Engineering Manager - Stormwater
    Street Address: 3363 West Park Place
    City: Pensacola State: FL Zip Code: 32505
    Telephone: (850)595-3419 Fax: _____
    Email Address: cacurb@co.escambia.fl.us

13. **Application Prepared by**
    ☐Ms. ☒Mr. ☐Mrs. First Name: Frank Last Name: McColm
    Title: Planner Telephone: (850)895-4707 Fax: _____
    Email Address: frank.mccolm@arcadis-us.com

14. **Authorized Applicant Agent** ***(proof of authorization authority required)***
    ☐Ms. ☒Mr. ☐Mrs. First Name: Doug Last Name: Underhill
    Title: Escambia County BOCC Chairman Telephone: (850) 595-4920
    Fax: _____
    Street Address: 221 Palafox Place
    City: Pensacola State: FL Zip Code: 32502
    Email Address: district2@myescambia.com

    Signature:_____

    Date: _____

15. All proposed projects should be included in the county's Local Mitigation Strategy (LMS).
    Attached is a letter of endorsement for the project from the county's Local Mitigation Strategy Chairperson. ☒Yes ☐No

16. Has this project been submitted and/or funded under a previous disaster event? If so please provide the disaster number and project number if available. Yes, a portion of this project is funded with DR-4177 HMGP funds. The project number is 4177-08-R.

Section I. Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
   ☒ Flood ☐ Wind ☐ Storm surge ☐ Other (list):

2. Identify the type of proposed project:
   ☐ Elevation and retrofitting of residential or non-residential structure
   ☐ Acquisition and relocation ☒ Acquisition and demolition
   ☐ Wind retrofit ☐ Minor drainage project that reduces localized flooding
   ☐ Other (please explain)

3. List the total number of persons that will be protected by the proposed project: The proposed project, if awarded, will acquire and demolish up to 15 properties in the Bristol Creek area in Escambia County. The US Census states that Escambia County has 2.75 persons per household. Using this information, it can be assumed that 41 individuals will be protected by the project.

4. Fill in the level of protection and the magnitude of event the proposed project will mitigate.
(e.g. 23 structures protected against the 100-year [1%] flood)

15 structure(s) protected against the 100 -year Flood (10, 25, 50, 100, or 500 year)

N/A structure(s) protected against N/A mile per hour (mph) winds

5. ***Engineered projects only*** (e.g. Drainage Improvements, Erosion Control or other special project types. [Other special project types include drainage and other engineered projects. These projects are unlike acquisition, elevation or wind retrofits/shutters.]) Attach to this page **ALL** engineering calculations and design plans used to determine the above level of protection.

6. Project will provide protection against the hazard(s) above for 100 years. (i.e., what is the useful life of the project?)

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will ***solve*** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. ***Please ensure that each proposed project is mitigation and not maintenance***.

2. Description of the existing problems: In the Bristol Creek - Bristol Park - Ashbury Hills- Tara Circle study area of 11-Mile Creek, a tributary from the bridge crossing at Devine Farms Road joins with the main 11-Mile Creek channel south of the Bristol Creek/Park area and north of the Ashbury Hills subdivision. These merging creeks present a hydraulic and hydrological challenge in addressing a most serious flooding condition, resulting from the overall 22,000-acre basin that contributes to this portion of 11-Mile Creek. There are approximately 160 flood-damaged homes, several areas of infrastructure damage, several pond failures and roadway flooding damage in this area, most of which have expereinced repetitive flooding. The April 2014 flood event was a devastating storm event for Escambia County and many property owners. Several of the homes in the area are repetitive flood loss properties as defined by FEMA. Numerous residents had to be rescued quickly by boat during the 2014 event.

There are limited solutions to addressing the flood stage in this area of 11-Mile Creek; the subapplicant believes that acquisition of flood hazard property is the first step toward the overall solution. The ultimate intent of the applicant is to combine property acquisition with stream and flood plain restoration/ improvements over the course of many years. The applicant's ultimate goal is to increase flood plain storage to offset development impacts to the natural flood plain of 11-Mile Creek. For this grant application, however, only property acquisition and demolition is included in the scope of work.

3. Describe the type(s) of protection that the proposed project will provide: The acquisition and demolition of the residential structures at 15 addresses (see list below) will eliminate risk of further flood damage impacts on the properties. The proposed project will provide the space for stormwater management improvements in the future to protect additional residents and capital infrastructure.

4. Scope of Work (describe in detail what you are planning to do): Escambia County proposes to mitigate 15 single-family residences located in the community's 1% AE flood zone. Most of the structures were built in the early 1990's, have primarily slab-on-grade foundations, and have been repeatedly impacted by flooding. The majority of the structures have active insurance policies with the NFIP.

The 15 residential properties will be mitigated through acquisition/demolition projects, where Escambia County intends to acquire, demolish, and remove or decommission infrastructure on these properties. The proposed project will eliminate the historic flooding problems at these addresses by the acquisition of the property and conversion of the land

to deed-restricted open space, allowing flood water to be naturally stored on the property. Work will be done in accordance with all FEMA program requirements and as described in 44 CFR 206.434(e). The completed work shall comply with all federal, state, and local rules and regulations. All work will be completed in accordance with the Florida Building Code.

The proposed project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park, and Ashbury Hills area. A benefit of this project is increased floodplain storage; due to the large number of property owners impacted by this project, an educational and public input workshop was conducted by the applicant.

5. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP or FMA project: None known or identified at this point.

Section II. Project Location (Fully describe the location of the proposed project.)

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and zip codes. If available, please provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent: Acquisition of 15 homes:

   10040 Bristol Park Rd, Cantonment, FL 32533; (30.544601, -87.335080)
   10060 Bristol Park Rd, Cantonment, FL 32533; (30.545019, -87.334666)
   10110 Bristol Park Rd, Cantonment, FL 32533; (30.545949, -87.332867)
   2701 Silhouette Dr, Cantonment, FL 32533 (30.546629,-87.331702)
   2703 Woodbreeze Dr, Cantonment, FL 32533; (30.325228, -87.195071)
   2705 Woodbreeze Dr, Cantonment, FL 32533; (30.547719, -87.331069)
   2705 Ashbury Ln, Cantonment, FL 32533; (30.546359,-87.330367)
   2707 Woodbreeze Dr, Cantonment, FL 32533; (30.547542, -87.331294)
   3012 Ashbury Ln, Cantonment, FL 32533; (30.544286, -87.200170)
   3016 Ashbury Ln, Cantonment, FL 32533; (30.323762, -87.195860)
   3020 Ashbury Ln, Cantonbment, FL 32533; (30.323571, -87.200214)
   3022 Ashbury Ln, Cantonment, FL 32533; (30.542972 -87.333955)
   3925 Bentwood Ln, Cantonment, FL 32533; (30.322915, -87.200958)
   9940 Bristol Park Rd, Cantonment, FL, 32533; (30.542456, -87.337190)
   2701 Woodbreeze Dr, Cantonment, FL 32533; (30.548059, -87.330636)

2. Title Holder:
10040 Bristol Park Rd, Cantonment, FL 32533; Labyer
10060 Bristol Park Rd, Cantonment, FL 32533; Ard
10110 Bristol Park Rd, Cantonment, FL 32533; Carlton
2701 Silhouette Dr, Cantonment, FL 32533; Garner
2703 Woodbreeze Dr, Cantonment, FL 32533; Neri, Michael A
2705 Woodbreeze, Cantonment, FL 32533; Sadur
2705 Ashbury Lm, Cantonment, FL 32533; Wheless
2707 Woodbreeze dr, Cantonment, FL 32533; Thacker
3012 Ashbury Ln, Cantonment, FL 32533; Braun
3016 Ashbury Lane, Cantonment, FL 32533; Gooden, Cornelia H
3020 Ashbury Ln, Cantonbment, FL 32533; Hutchins, Jacob T & Amber S
3022 Ashbury Ln, Cantonment, FL 32533; Wallace
3925 Bentwood Lane, Cantonment, FL 32533; Hintz, Patricia D
9940 Bristol Park Rd, Cantonment, FL, 32533; McKittrick
2701 Woodbreeze Dr, Cantonment, FL 32533; Altman

3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐YES ☒NO

4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. That is, ***all*** structures in project area.
   ☒ Residential property: 15 ☐ Businesses/commercial property: _____

☐ Public buildings: _____ ☐ Schools/hospitals/houses of worship: _____
☐ Other:

B. Flood Insurance Rate Map (FIRM) showing Project Site

☒ Attach two (2) copies of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. ***FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map***. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1

Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area).

(See FIRM legend for flood zone explanations) (A Zone must be identified)

☐ VE or V 1-30	☒ AE or A 1-30
☐ AO or AH	☐ A (no base flood elevation given)
☒ B or X (shaded)	☐ C or X (unshaded)
☐ Floodway	

☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this zone. Please coordinate with your state agency before submitting an application for a CBRA Zone project).

☐ **If the FIRM Map for your area is not published**, please attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.

☐ Attach a copy of a Special Flood Hazard Area Flood Insurance Assurance(s).

C. City or County Map with Project Site and Photographs

☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.

☒ Attach a USGS TOPO map with project site ***clearly*** marked on the map.

☒ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired. The map should include the Tax ID numbers for each parcel, if possible.

☒ Attach photographs (a minimum of 2 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas, which affect the project site or will be affected by the project. For each structure, please include the following angles: front, back and both sides.

Section III. Budget/Costs

In this section, provide details of all the estimated costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. **Do not** include contingency costs in the budget. ***Avoid the use of lump sum costs***.

Note: To be eligible for HMA funding, pre-award costs must be identified as separate line items in the cost estimate of the application. This must be done in addition to filling out the HMGP Pre-Award Cost Request Form. *Please mark each pre-award cost with an asterisk (*).*

A. Materials

Item	*Dimension*	*Quantity*	*Cost per Unit*	*Cost*
Market Value				$3,693,753.75
Demolition				$511,750.05

B. Labor (Include equipment costs. Please indicate all "soft" or in-kind matches. All in-kind match must be identified in the Section III. Budget/Costs of this application.)

Description	*Hours*	*Rate*	*Cost*

C. Fees Paid (Include any other costs associated with the project.)

Description of Task	*Hours*	*Rate*	*Cost*
Closing costs			$42,074.93
Permitting			$12,416.00
Grant Management			$174,750

Total Estimated Project Cost $ $4,434,744.73

D. Funding Sources (Round figures to the nearest dollar.)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. The FMA program requires that the maximum in-kind match be no more than 12.5% of the total project costs. HMGP/FMA funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level such as CDBG and certain tribal funds) may not be used for the non-Federal share of the costs.

Estimated FEMA Share	$ 3,326,058.55	75 % of Total (maximum of 75%)
Non-Federal Share		
Estimated Local Share	$ 1,108,686.18	25 % of Total (Cash)
	$	% of Total (In-kind*)
	$	% of Total (Project Global Match**)
	Global Match Project Title:	
Other Agency Share	$	% of Total

(Identify Other Non-Federal Agency and availability date:)

Total Funding sources from above	$ 4,434,744.73	100 **Total %** (should equal 100%)

*Identify proposed eligible activities directly related to project to be considered for In-kind services. (Note on Section B)
**Separate project application must be submitted for each project (Global) Match project.

E. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years for performance, e.g. Designing, Engineering, Permitting, etc. These milestones should correspond with the scope of work and budget.

Milestone	*Number of Days to Complete*
[Example: Demolition of 6 structures and removal of debris	14 days]
State/Local Contracting Process	180 days
Property Transfer	
Appraisal	30 days
Offer	30 days
2nd Offer	30 days
Escrow	60 days
Demolition	
Contract Bid	90 days
Contract Execution (properties will be demolished within 90 days of purchase)	30 days
State Final Inspection	90 days
State Closeout Process	90 days
Weather Delays	60 days
Total:	690 days; 23 months

Section IV. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because HMGP/FMA are federally funded programs, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, please provide the applicable documentation from this section to facilitate the NEPA compliance process.

☒ Detailed project description, scope of work, and budget/costs (Section I and Section III of this application).

☒ Project area maps with project site and staging area marked (Section II, part B & C of this application).

☒ Project area/structure photographs (Section II, part C of this application).

☐ Preliminary project plans.

☒ Project alternatives description and impacts (Section IV of this application).

☒ Please complete the applicable project worksheets. Dates of construction are required for all structures.

☒ Environmental Justice – Attach documents regarding evaluation (required) and satisfactory resolution (if necessary) of Environmental Justice issues (Highly Disproportionate, Adverse Impacts [effects] on Minority or Low Income Populations.) Documents can include public meeting records, media reports, letters from interested persons and groups, studies on population, ethnic groups, quality of life, housing, economics, transportation, public services, schools, public health, recreation, voting, etc.

☒ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* (p. 10 of this application).

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

Are there low income or minority populations in the project area or adjacent to the project area? If yes, please describe any disproportionate and adverse effects to these populations.

Per the US 2010 Census, Escambia County minority populations include 22.8% Black/African Americans, 5.2% Hispanic/Latino, and approximately 1.9% for all other minorities combined. Persons living below the poverty level between 2009 and 2013 in Escambia County is 18.1%. Although there are low income and minority populations within the proposed project area, the project will present no adverse impact to these or any other persons. In fact, the project will positively impact such minority groups as it will reduce vulnerability to flood impacts.

To help evaluate the impact of the project, please indicate below any other information you are providing:

☐ Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.

☒ Attached materials or additional comments.

C. Information required for Tribal Consultations

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.
   Currently, the project locations are used as single family residences. If the proposed project is approved, the parcels to be acquired will be used to restore the floodplain.

2. Provide information on any known site work or historic uses for project location.
   On average, the structures proposed for acquisition were built in 1994. Before such construction, the properties were wooded, open space.

   ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (ft) and vertical depths (sq ft) of all anticipated ground disturbance.

D. Alternative Actions

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative."

1. **No Action Alternative**
   Discuss the impacts on the project area if no action is taken.
   If these properties are not acquired, these homes will continue to flood, and homeowners carrying NFIP flood insurance policies will continue to submit damage claims. Additionally, overall floodplain management, wetland restoration, and regional pond construction plans will continue to be delayed; this will cause the Bristol Creek and Ashbury Hills area to remain at a higher risk of flooding and associated impacts such as damaged homes, content loss, lost productivity, and even potential loss of life.

2. **Other Feasible Alternative**
   Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Complete *all* of parts **a-e** (below) and include engineering details (if applicable).

   a. **Project Description for the Alternative**
      Describe, in detail, the alternative project. Also, explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s).

The 11- Mile Creek Basin is approximately 22,000 acres, with a main channel and 56 contributing tributaries. The initial Master Drainage Plan for 11- Mile Creek Basin was completed in 1994. Due to several extreme storm events, the upper portions were re-evaluated in 1999 and again in 2008 to find solutions to the extensive flood conditions, main channel creek degradation, and water quality needs.

Escambia County could move forward with acquiring properties to implement 9 regional drainage ponds throughout the Bristol Creek area as an alternative to the proposed project, without restoring the stream and floodplain. The regional ponds will need to be developed in phases as well, as property is acquired and designs are completed. However, this solution alone will not address flooding in extreme storm events, nor is it likely to provide complete relief to homeowners that were severely impacted by the 2014 flood event who are willing to sell their property. The optimum solution to provide the most benefit to the public is a combination of stream restoration, regional ponds, and acquisition of properties within the floodplain.

b. **Project Location of the Alternative** (describe briefly)

☒Attach a map or diagram showing the alternative site in relation to the proposed project site

☐Photographs (2 copies) of alternative site

c. **Scope of Work for Alternative Project**

If the County were to move forward with implementation of 9 regional ponds in the Bristol Creek area, the plan will need to be implemented in phases based on funds available before designing and constructing the ponds.

Modeling would have to be conducted to determine the highest and best use of funds in terms of designing stormwater infrastructure. If such a model was determined to be effective in reducing the flood stage in the community, the properties would then be acquired. Any structures and capital infrastructure on the properties would be demolished and removed from the properties, and the appropriate drainage infrastructure would be implemented. Finally, the ponds would be graded and sodded. See attachment: "Bristol Creek 11 Mile Creek County Plan."

d. **Impacts of Alternative Project**

Below, discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (upstream and downstream surface water impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

The alternative project will not provide the level of environmental benefits that would result from the proposed project, including floodplain management and restoration, open space preservation, water quality improvement, and invasive exotic species eradication.

e. **Estimated Budget/Costs for Alternative Project**

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

1. Materials

Item	*Dimension*	*Quantity*	*Cost per Unit*	*Cost*
Acquisition of property for 9 regional ponds and associated				$22,000,000
infrastructure				

2. Labor (Include equipment costs. Please indicate all "soft" or in-kind matches.)

Description of Task	*Hours*	*Rate*	*Cost*

3. Fees Paid (Include any other costs associated with the project.)

Description of Task	*Hours*	*Rate*	*Cost*

Total Estimated Project Cost $$22,000,000

HMGP ENVIRONMENTAL REVIEW
Information and Documentation Requirements by Project Type

Retrofits to Existing Facilities/Structures ***Elevations*** ***Acquisitions with Demolition***
✓ Dates of Construction ✓ Concurrence from State Historic Preservation Officer if structure is 50 years or older, if work to be done is outside the existing footprint or if there is six (6) inches or more of ground disturbance.

Drainage Improvements
✓ Engineering plans/drawings ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands o Department of Environmental Protection o Water Management District o U.S. Army Corps of Engineers ✓ Concurrence letter from State Historic Preservation Office addressing archeological impacts. Required if there is six (6) inches or more of ground disturbance. ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats. ✓ If the project is in coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources. ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with environmental staff on project types not listed.

Section V. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The County of Escambia, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Subgrantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

RECIPIENT:
By: ESCAMBIA COUNTY
Name and Title: _____
D.B. Underhill, Chairman
Date: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency

By: _____
Title: _____
Date: 5/16/17

Federal Emergency Management Agency

HAZARD MITIGATION GRANT
PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida 32533

HMGP Application Completeness Checklist

HMGP Application Completeness Checklist

This checklist contains an explanation, example and/or reference for information requested in the application. Please use this checklist to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this checklist is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title**:** _Bristol Creek - Bristol Park - Ashbury Hills- Tara Circle Acquisition Project
_____

Applicant: _Escambia
County_____

Application Requirements	Explanation of Information Required	✓
Title/Brief Descriptive Project Summary	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee City Hall Wind Retrofit)	✓
1. Applicant	Name of organization applying. Must be an eligible applicant.	✓
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, please attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	✓
3. County	Indicate county in which the project is located.	✓
4. State Legislative & Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site. For multiple sites, please list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	✓
5. Federal Tax I.D. Number	List the FEIN number. May be obtained from your finance/accounting department.	✓
6. DUNS Number	Include DUNS number in appropriate location on application. If none, please refer to HMGP FAQ's in Application Reference Material for instructions on obtaining a DUNS number.	✓
7. FIPS Code	List the FIPS Code. May be obtained from your finance/accounting/grants department. If none, please submit FEMA Form 90-49.	✓
8. NFIP ID Number	List the NFIP number. You must be a participating NFIP member to be eligible for HMGP funding. Please make sure that the number is the same as the panel number on the FIRM provided with the application.	✓
9. Point of Contact	Please provide all pertinent information for the point of contact. If this information changes once the application is submitted, please contact the HMGP staff immediately.	✓

10. Application Prepared By	Please provide the preparer information. May be different from the point of contact (line 8) and/or the applicant's agent (line 10).	✓
11. Authorized Applicant Agent	An authorized agent must sign the application. *"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or county Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the resolution by the governing body authorizing the signature authority for the individual signing must be provided."*	✓
12. LMS Letter	A letter of endorsement for the project and its priority number from the Local Mitigation Strategy must be included. Refer to **Sample LMS Letter**. Applications without a letter of endorsement will not be processed.	✓

Section I - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards the Proposed Project will Mitigate	Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	✓
2. Identify the Type of Proposed Project	Describe the mitigation project being proposed. (Example: drainage, wind retrofit, etc.)	✓
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project.	✓
4. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, the product specifications should include product test results or a signed and sealed letter from a professional engineer assuring the wind standard, missile impact, etc.)	✓
5. Engineered Projects Only (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project (*for engineered projects only*).	
6. Life of the project	Determine the useful life of this project. If FEMA's standard values are not used, please attach support documentation as a justification of the value entered. (Example: in a wind retrofit project, the product specifications should include product life.) FEMA's standard values are: infrastructure and major drainage, 50; elevations and minor drainage, 30; wind, 15; acquisition, 100.	✓

B. Project Description, Scope of Work, and Protection Provided **(Must be Completed in Detail)**

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, please describe the 406 activities.	✓
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	✓
3. Scope of Work: What the Project Proposes to Do	Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) *Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[b][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[b][5][i])?* **See Sample Scope of Work Language** in HMGP Application Reference Material. Generators should not be included in the scope of work unless said generator only powers the mitigation element or is for a critical facility.	✓
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Answer Yes/No or unknown with an explanation required if yes. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), please describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with the above referenced HMGP application.	✓

Section II - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude). The physical address must correspond with the address locations specified on maps submitted with the application.	✓
2. Title Holder	Provide the titleholder's name.	✓

3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line.	✓
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item 4.)	✓

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to http://www.store.msc.fema.gov/. **See instructions on How to make a FIRMette.**	✓
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). **If project is located in a Special Flood Hazard Area, proof of flood insurance will need to be provided. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.**	✓
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	

Note: All maps must be linked to the application.

C. City or County Map with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	✓
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to http://www.Digital-Topo-Maps.com	✓
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required only for acquisition and elevation projects. The location of the structure must be clearly identified.	✓
4. Site Photograph	At least two sets of photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas, which affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Please label photographs appropriately. In addition, CDs may be submitted.	✓

Note: All maps must be linked to the application.

Section III - Budget/Costs

Please make sure all calculations are correct. Provide a breakdown of materials, labor and fees paid for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. **Please make sure contingency costs are not included.** It is important to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	Describe the cost of materials.	
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use "in-kind" contribution as part of the 25% match. (Attach support documentation for in-kind match to detail wages and salaries charged for any in-kind contribution. No overtime wages can be used to satisfy "in-kind" match contributions).	✓
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits. Maintenance is not an allowable cost under HMGP. *Pre-award costs may be requested* **(See Pre-award Costs guidance).**	✓
Total Estimated Project Cost	Please make sure all calculations are correct. This figure should be the same as the figure for total funding.	✓

D. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 44 CFR 13.24 (b)(1).

1. Estimated FEMA Share	The estimated FEMA share is generally 75%. If the FEMA share is not 75%, assure actual amount is entered. It could be 50% or 35%, etc. of the total dollar amount of project depending on county allocation and LMS priority. This figure cannot exceed 75%.	✓
2. Estimated Local Share	May include all 3 sources, i.e. cash, "in kind" and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	✓
3. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. *Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only.*	
4. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which	

	project(s) will be matched. *The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.*	
5. Total Funding	Total must represent (100%) of the total estimated project cost.	✓

E. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line *(e.g. Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc. See* **Typical Project Milestones** *for estimated time-frames)* for the critical activities not to exceed a period of 3 years for performance. Milestones should not be grouped together but listed individually. Please allot for the appropriate amount of time.	✓

Section IV - Environmental Review & Historic Preservation Compliance

A. No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Detailed Project Description, Scope of Work & Budget/Costs	Complete Sections I & III of the application.	✓
2. Project Area Maps	Complete Section II, part B & C of the application.	✓
3. Project Area/Structure Photographs	Complete Section II.	✓
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	
5. Project Worksheets – Dates of Construction Required on All Projects	Dates of construction are required for all structures. See worksheets.	
6. Documentation Requirements by Project Type	Provide any of the required documentation as listed on page 9 in the Information and Documentation Requirements by Project Type that may have already been obtained.	

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Documentation of Environmental Justice	Determine the proportion of the population, in either the project zip code or city, characterized as having a minority background, and proportion of the population living below poverty level. Go to http://www.census.gov/. If yes, complete Section IV, part B.	✓

C. Information required for Tribal Consultation

1. Documentation for Tribal Consultation	For all projects with any ground disturbing activities, complete Section IV part C.	✓

D. Alternative Actions

1. No Action Alternative	Please discuss the impacts on the project area if no action is taken.	✓
2. Other Feasible Alternative Action	Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[b][5][iii])	✓
a. Project Description for for the Alternative	NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other **feasible** alternative must be provided. Describe how the alternative project will solve the problem and provide protection from the hazard.	✓
b. Project Location of the Alternative (describe briefly)		
c. Scope of Work for Alternative Project		
d. Impacts of the Alternative Project		

E. Estimated Budget/Costs for Alternative Project

1. Materials	Optional	
2. Labor	Optional	
3. Fee Paid	Optional	
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	✓

Section V – Other Required Documentation

1. Maintenance Agreement	Please complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	✓
2. FFATA Form	Please complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience.	✓
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	✓
4. Pre-award Cost Form	If pre-award costs are being requested with your project, please be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	✓
5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	✓
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	✓
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are included for your convenience. Please use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	✓
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	✓

Federal Emergency Management Agency

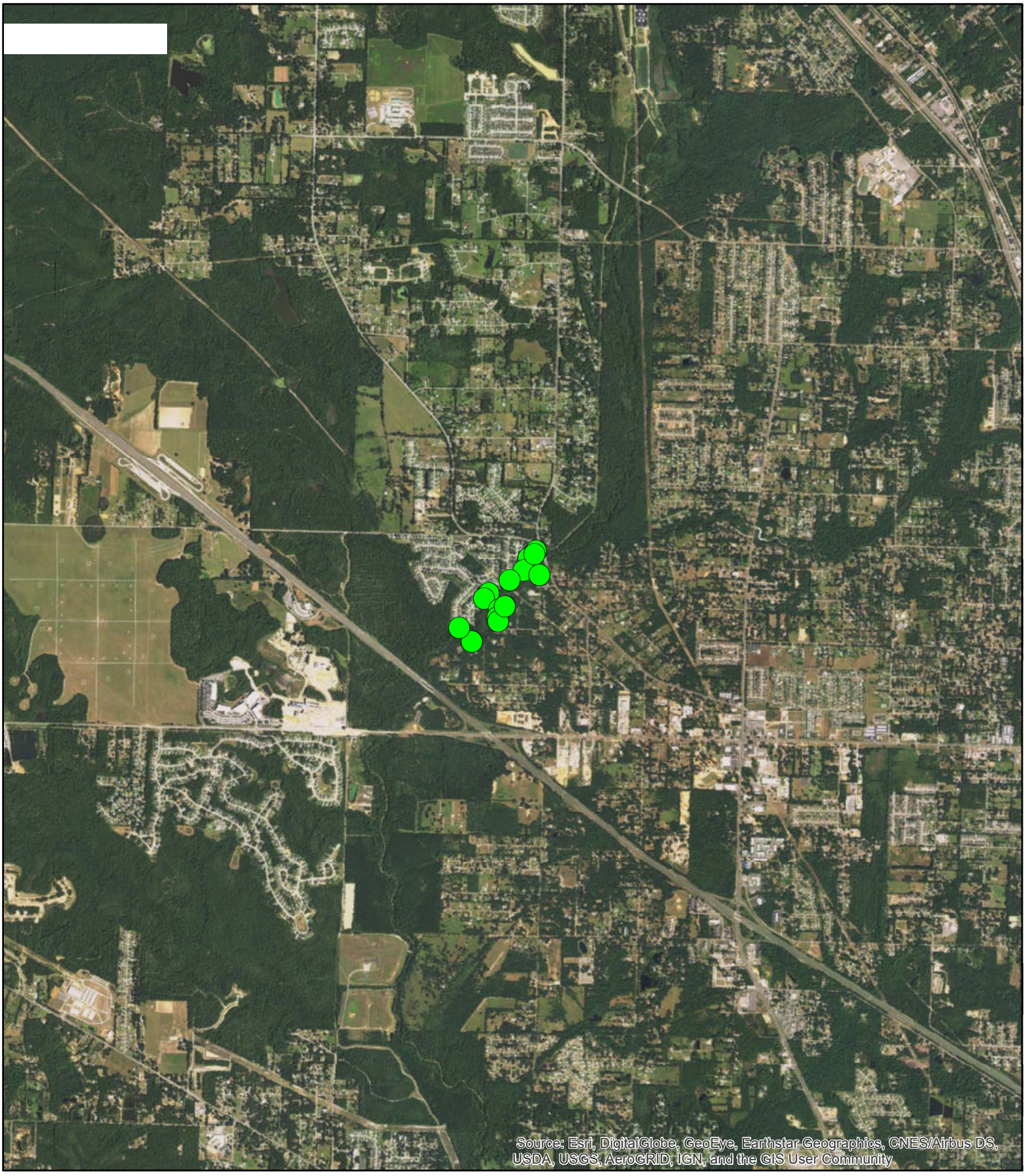
HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida 32533

Project Description, Location, and Budget Attachments

Project Type	Useful Life (years)		Comment
	Standard Value	Acceptable Limits (documentation required)	
Acquisition / Relocation			
All Structures	100	100	
Elevation			
Residential building	30	30-50	
Non-Residential Building	25	25-50	
Public Building	50	50-100	
Historic Buildings	50	50-100	
Structural / Non-Structural Building Project			
Residential Building Retrofit	30	30	
Non-Residential Building Retrofit	25	25-50	
Public Building Retrofit	50	50-100	
Historic Building Retrofit	50	50-100	
Roof Diaphragm Retrofit	30	30	Roof hardening and roof clips
Tornado Safe Room - Residential	30	30	
Tornado Safe Room - Community	30	30-50	Retrofit or Small Community safe room $\leq$ 16 people (30 yr), New (50 yr)
Non-Structural Building Elements	30	30	Ceilings, electrical cabinets, generators, parapet walls, or chimneys
Non-Structural Major Equipment	15	15-30	Elevators, HVAC, sprinklers
Non-Structural Minor Equipment	5	5-20	Generic contents, racks, shelves
Infrastructure Projects			
Major Infrastructure (dams, levees)	50	35-100	
Concrete infrastructure, flood walls, roads, bridges, major drainage system	50	35-50	
Culverts (concrete, PVC, CMP, HDPE, etc.)	30	25-50	Culvert **with** end treatment (i.e., wing walls, end sections, head walls, etc.)
	10	5-20	Culvert **without** end treatment (i.e., wing walls, end sections, head walls, etc.)
Pump stations, substations, wastewater systems, or equipment such as generators	50	50	Structures
	5	5-30	Equipment
Hurricane Storm Shutters	15	15-30	Depends on type of storm shutter
Utility Mitigation Projects	50	50-100	Major (power lines, cable, hardening gas, water, sewer lines, etc.)
	5	5-30	Minor (backflow values, downspout disconnect, etc.)
Miscellaneous Equipment Projects			
Equipment purchases	2	2-10	Small, portable equipment (e.g., computer)
	30	5-30	Heavy equipment
Wildfire Mitigation Projects			
Defensible Space/Hazardous Fuels Reduction	4	2-4	Brush - Depends on drought conditions
• Vegetation Management	1	1	Grass - Depends on geographic location and precipitation
	20	3-20	Forest Canopy - Must be maintained every 3 years
Ignition Resistant Construction	10	10-30	Depends on type of construction and materials used.



Escambia County, FL
HMGP Application DR-4283
Bristol Park Area Acquisitions
Aerial Map 1:24,000

N

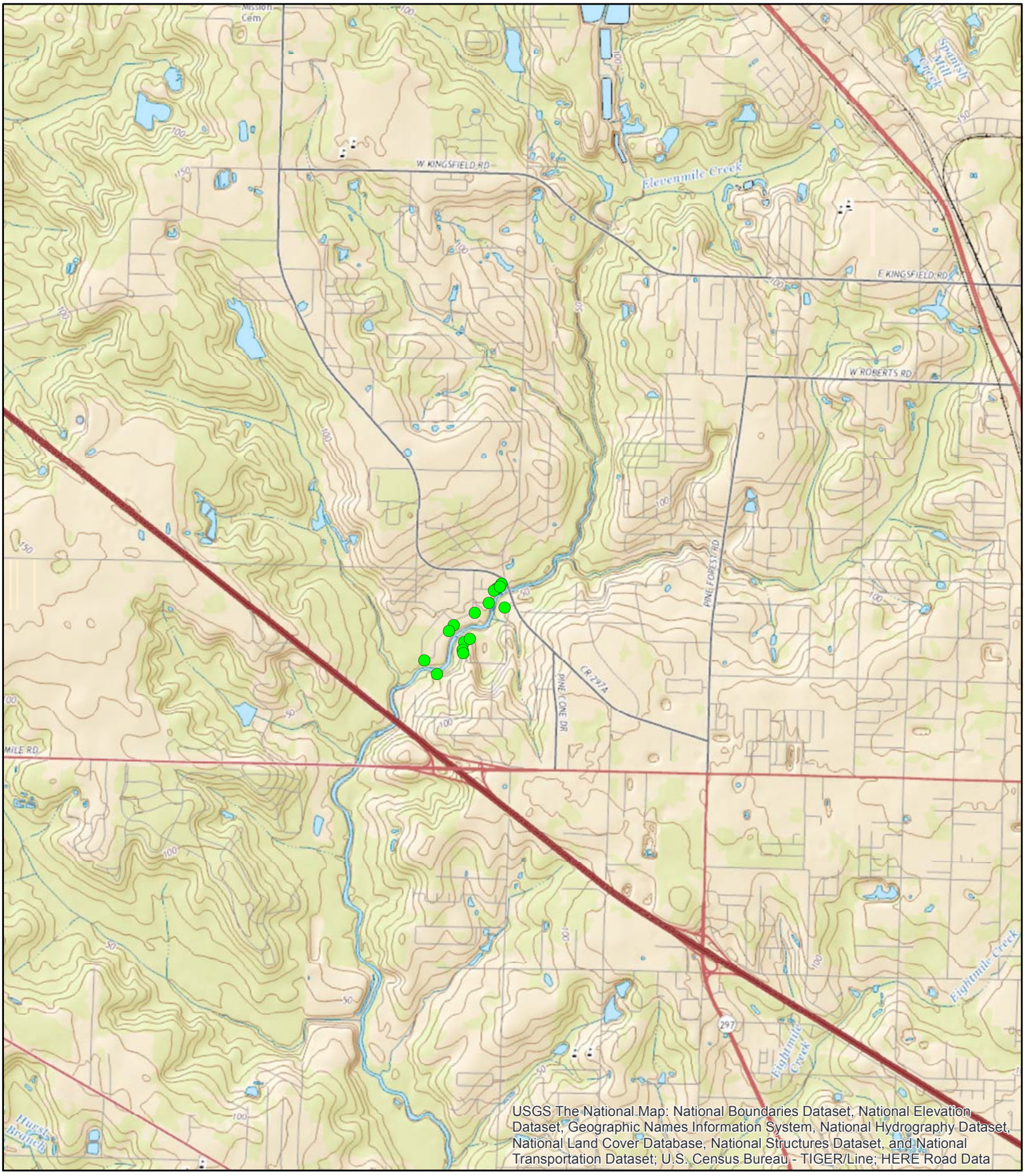
850 425 0 850 Meters



Escambia County, FL
HMGP Application DR-4283
Bristol Park Area Acquisitions
Aerial Map 1:6,000

N

210 105 0 210 Meters



Escambia County, FL
HMGP Application DR-4283
Bristol Park Area Acquisitions
Topo Map 1:24,000

N

850 425 0 850 Meters

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Florida State Plane HARN North zone. The **horizontal datum** was NAD 83. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

Spatial Reference System Division
National Geodetic Survey, NOAA
Silver Spring Metro Center
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3191

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from U.S. Geological Survey Digital Orthophoto Quadrangles produced at a scale of 1:12,000 from photography dated 2004.

Based on updated topographic information, this map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map. Also, the road to floodplain relationships for unrevised streams may differ from what is shown on previous maps.

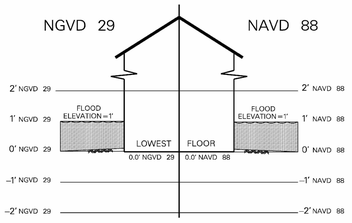
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

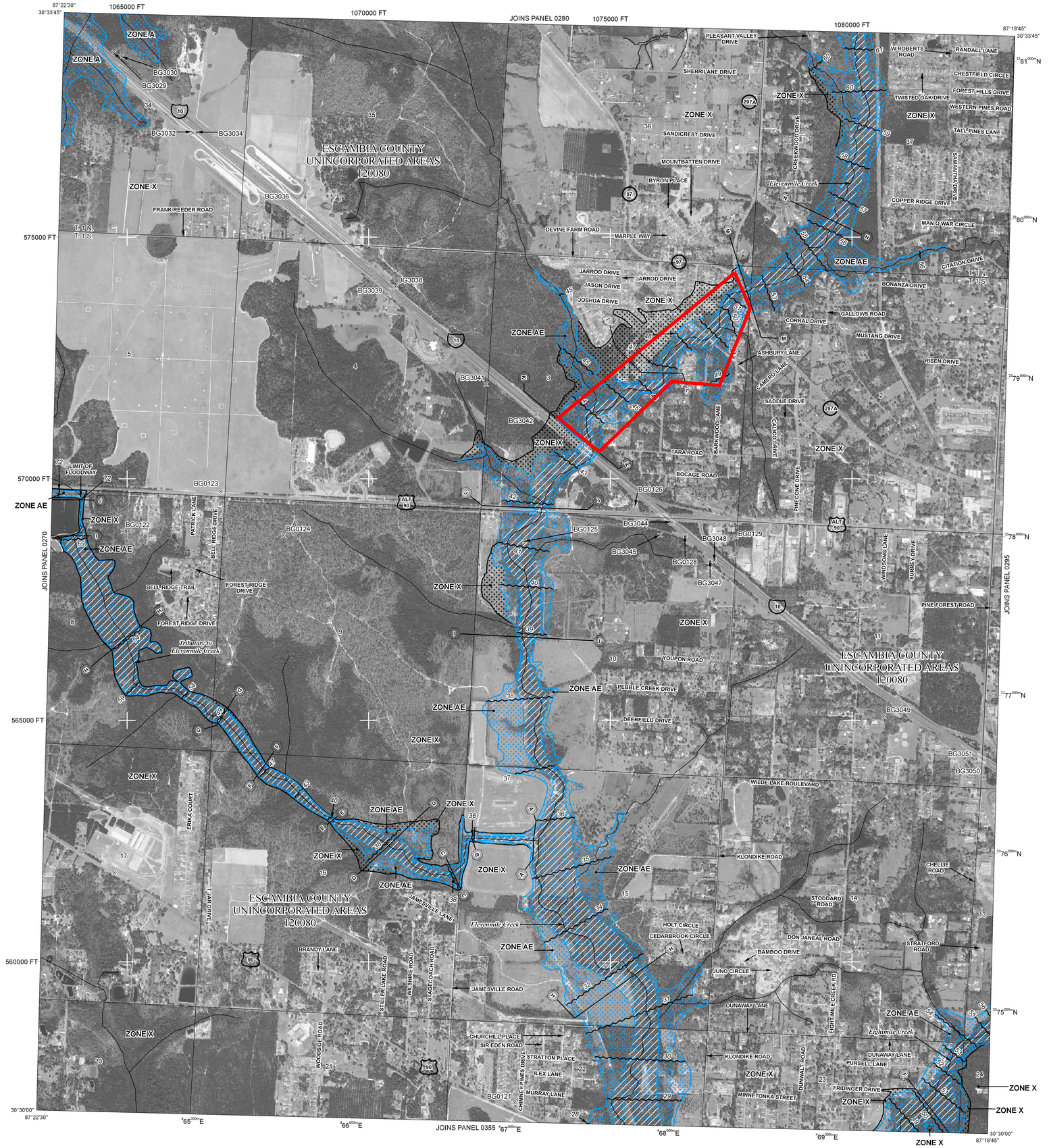
Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://www.fema.gov/msc.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.

DATUM CONVERSION SCHEMATIC



This Flood Insurance Rate Map was developed in cooperation between Federal Emergency Management Agency and Northwest Florida Water Management District.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- A–A — Cross section line
- 23–23 — Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 3376000mN — 1000-meter Universal Transverse Mercator grid values, zone 16
- 600000 FT — 5000-foot grid ticks: Florida State Plane coordinate system, North zone (FIPSZONE 0903), Lambert Conformal Conic projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- ●M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
JANUARY 21, 1998

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
February 23, 2000 – to update corporate limits, to change base flood elevations, special flood hazard areas, and zone designations, to delete special flood hazard areas, to add road and road names, to reflect updated topographic information, and to incorporate previously issued letters of map revision.

September 29, 2006 – to update corporate limits; to change base flood elevations, special flood hazard areas and zone designations; and to update map format.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'

500 0 1000 2000 FEET
300 0 300 600 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0290G

FIRM
FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY, FLORIDA
AND INCORPORATED AREAS

PANEL 290 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

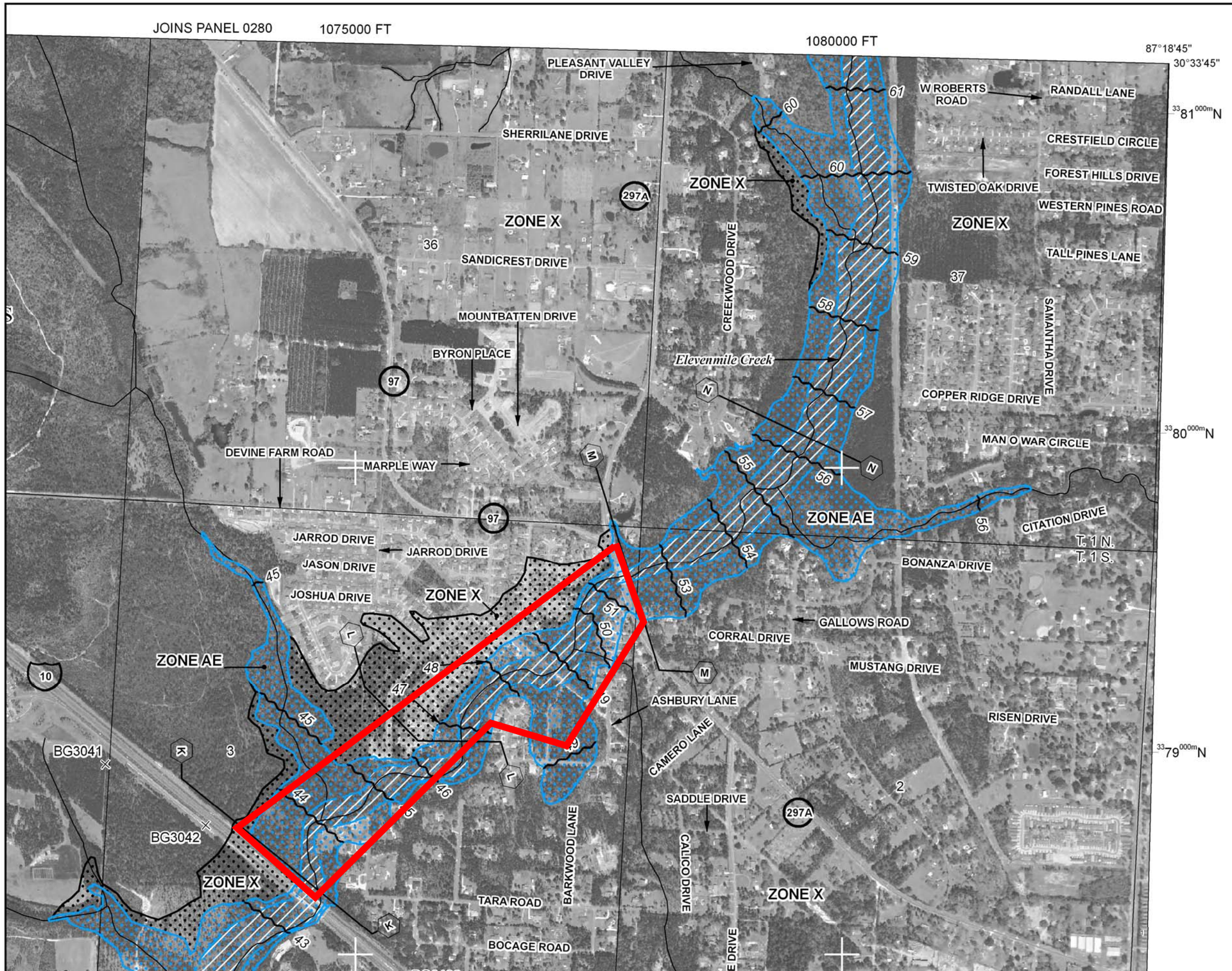
COMMUNITY	NUMBER	PANEL	SUFFIX
ESCAMBIA COUNTY	120080	0290	G

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12033C0290G

MAP REVISED
SEPTEMBER 29, 2006

Federal Emergency Management Agency



MAP NUMBER 12033C0290G

MAP REVISED SEPTEMBER 29, 2006

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

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OTHERWISE PROTECTED AREAS (OPAs)

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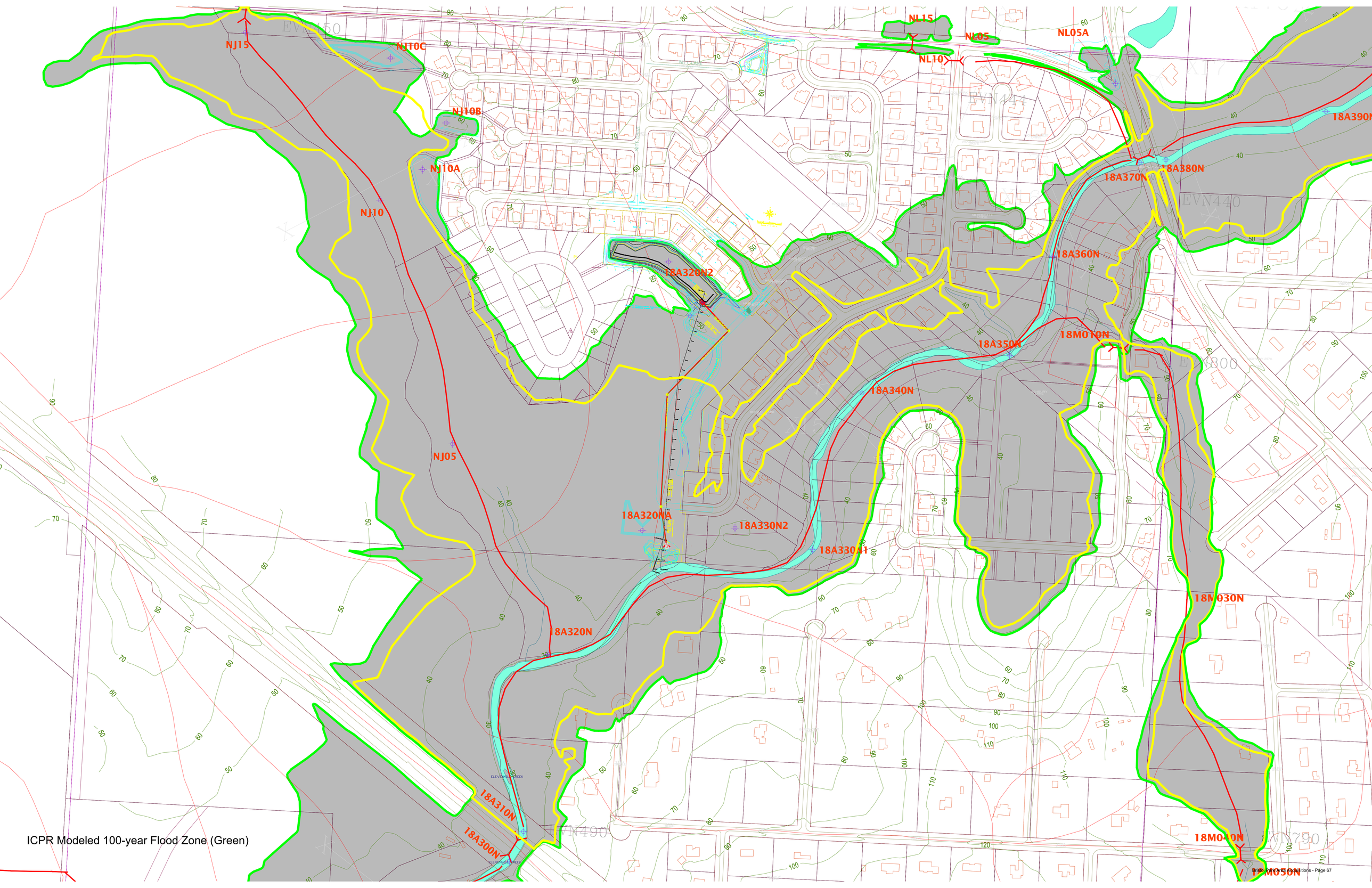
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



ICPR Modeled 100-year Flood Zone (Green)

Proposed Project Site Information Table

Property Owner	Street Address	City	Zip Code	Section-Township-Range	Latitude	Longitude	Tax Parcel ID	Project Type	Construction Year	Total Square Footage	Foundation Type	Building Type
Ard	10060 Bristol Park Road	Cantonment	32533	S3 T1S R31W	30.545019	-87.334666	031S311500005003	Acquisition/Demolition	1991	4395	Slab	Brick
Altman	2701 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.548059	-87.330636	031S311500013002	Acquisition/Demolition	1989	3055	Slab	Brick
Braun	3012 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.544286	-87.333234	031S311800000034	Acquisition/Demolition	1999	5858	Split Level	Brick
Carlton	10110 Bristol Park Drive	Cantonment	32533	S3 T1S R31W	30.545949	-87.332867	031S311500033002	Acquisition/Demolition	1994	3056	Slab	Stucco
Garner	2701 Silhouette Drive	Cantonment	32533	S3 T1S R31W	30.546629	-87.331702	031S311500027002	Acquisition/Demolition	1994	2673	Slab	Brick
Gooden	3016 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.543761	-87.333800	031S311800000032	Acquisition/Demolition	1990	3028	Slab	Brick
Hintz	3925 Bentwood Lane	Cantonment	32533	S3 T1S R31W	30.541424	-87.336188	031S314100000016	Acquisition/Demolition	1980	2703	Slab	Brick
Hutchins	3020 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.543230	-87.333924	031S311800000030	Acquisition/Demolition	1998	5466	Split Level	Brick
Labyer	10040 Bristol Park Road	Cantonment	32533	S3 T1S R31W	30.544601	-87.335080	031S311500007003	Acquisition/Demolition	1992	3891	Slab	Brick
Mckittrick	9940 Bristol Park Road	Cantonment	32533	S3 T1S R31W	30.542456	-87.337190	031S311300010003	Acquisition/Demolition	2007	2675	Slab	Brick
Neri	2703 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.325228	-87.195071	031S311500014002	Acquisition/Demolition	1989	3263	Slab	Brick
Sadur	2705 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.547719	-87.331069	031S311500015002	Acquisition/Demolition	1989	3255	Slab	Brick
Thacker	2707 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.547542	-87.331294	031S311500016002	Acquisition/Demolition	1989	4572	Slab	Vinyl
Wallace	3022 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.542972	-87.333955	031S311800000029	Acquisition/Demolition	2003	3024	Slab	Brick
Wheless	2705 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.546359	-87.330367	031S311800000058	Acquisition/Demolition	1993	2946	Slab	Brick

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Individual Property Information and Maps

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Labyer - 10040 Bristol Park Road









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311500007003
Account:	090238400
Owners:	LABYER LUTHER LABYER ELIZABETH G
Mail:	10040 BRISTOL PARK RD CANTONMENT, FL 32533
Situs:	10040 BRISTOL PARK RD 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$195,763	$229,013	$229,013
2015	$33,250	$148,278	$181,528	$181,528
2014	$24,938	$126,828	$151,766	$151,766

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/06/2015	7434	427	$235,000	WD	View Instr
02/09/2015	7296	1795	$100	OT	View Instr
03/1999	4388	141	$100	WD	View Instr
07/1991	3031	265	$17,900	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 7 BLK C BRISTOL PARK UNIT II PB 14 P 20 OR 7434 P 427

Extra Features

POOL
POOL SCREEN

Parcel Information

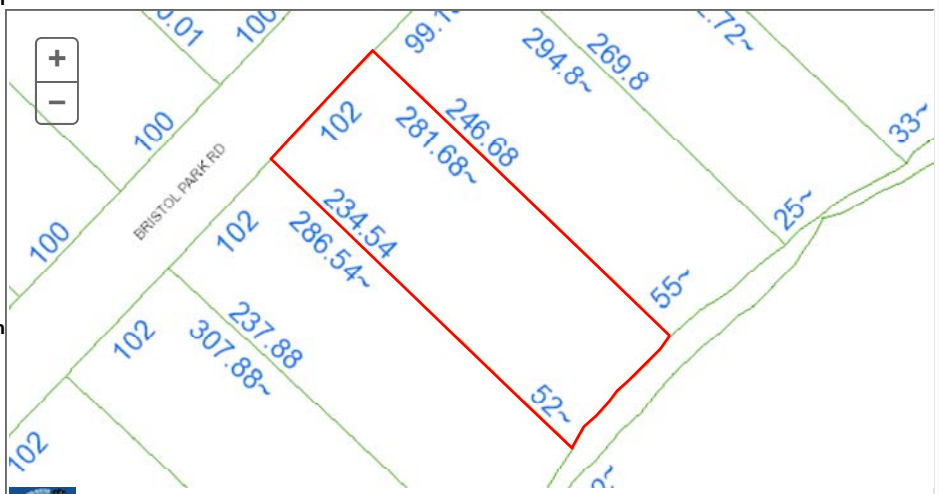
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.6613

Zoned:
MDR

Evacuation & Flood Information
Open Report



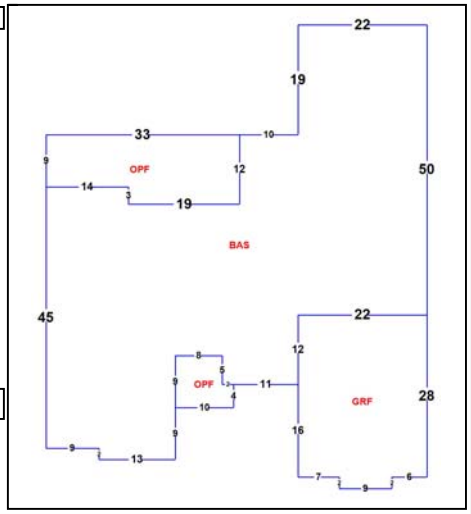
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:10040 BRISTOL PARK RD, Year Built: 1992, Effective Year: 1992

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*10*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP HI PTC*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3891 Total SF

BASE AREA - *2823*
GARAGE FIN - *634*
OPEN PORCH FIN - *434*

Images



1/24/11

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Labyer Parcel
10040 Bristol Park Drive

N

30 15 0 30 Meters

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Luther and Elisabeth Labyer
Address of property adjoining 11-Mile Creek: 10040 Bristol Park Rd
Cantonment, FL 32533
Phone Number(s): 662-429-5203
Email address (optional): llabyer@juno.com
How many years have you lived at this location? 1 Yrs.

1. Are you current owner of the property? Yes: ☒ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☐ Home flooding: Depth of flooding: _____ feet _____ inches
   - ☐ Severe yard flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Severe street flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☒ Other: no significant flooding since we moved here in 11/2015. Depth of flooding: _____ feet _____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☒ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☒ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☐ No: ☒

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No X

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ Ø.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? No
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment? No
If so, how much ICC funds do you plan on receiving? _____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: Ø

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: Ø

Owner Name: Luther + Elisabeth LaByer Property Address: 10040 Bristol Park Rd. Cantonment, FL 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Luther LaByer — Signed

Elisabeth LaByer — Signed

Date 2/8/17

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 10040 Bristol Park Rd
Cantonment FL 32533

Owner(s) Mailing Address: 10040 Bristol Park Rd
Cantonment, FL 32533

Owner(s) Name(s): Luther and Elisabeth LaByer

Contact Telephone Number: 662-429-5203

Contact Email Address: llabyer@juno.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Luther LaByer
Owner's Signature

2/8/17
Date

Elisabeth LaByer
Owner's Signature

2/8/17
Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

☒ I am a citizen or non-citizen national of the United States.

☐ I am a qualified alien of the United States.

☐ Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Luther LaByer	Luther LaByer	5/28/75	2/8/17
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 10040 Bristol Park Road

Structure Data Summary			
Community			Escambia County
Address			10040 Bristol Park Road
Owner Name			Labyer
Total Square Footage			3891
Living Square Footage			2823
Year Built			1992
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$229,013.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$286,266.25
Independent Appraised Value or Average Value of Independent Appraisals			$295,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage plus 15 feet by 35 feet pool)	$4.82	SF	$21,285.12
Finish Grading - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($4.63 per SY)	1327.78	SY	$6,147.61
Sodding - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($474 per 1000SF)	11.95	1000 SF	$5,664.30
Fill - Additional fill for 15 feet by 35 feet by 6 feet pool ($2.56 per cubic foot)	3150.00	CF	$8,064.00
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$50,407.03
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$43,279.48**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$865.59
Final Total Pre and Post-Construction Cost			**$1,010.99**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$7.08
Property Tax (to be prorated)			$2,789.76
Recording Fees			$50.00
Final Closing Costs			**$3,646.84**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$354,587.30**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

Presley-McKenney & Associates, Inc.

Uniform Residential Appraisal Report

SEM
File No. 16160Z8

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 10040 Bristol Park Road | City Cantonment | State FL | Zip Code 32533
Borrower N/A | Owner of Public Record Luther & Elizabeth G. Labyer | County Escambia
Legal Description Lt 7, Blk C, Bristol Park, Unit II, PB 14, P 20, OR 7434, P 427
Assessor's Parcel # 03-1S-31-1500-007-003 | Tax Year 2015 | R.E. Taxes $ 2,225.93
Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12-033-0036.12
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ None [ ] PUD | HOA $ 50.00 [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] 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? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). Pensacola Association of Realtors Multiple Listing Service (PARMLS), public records.

CONTRACT

I [ ] did [X] 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? [ ] 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	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] 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 %
								190 Pred.	10-15	Other vacant	35 %

Neighborhood Description See Attached Addendum

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.

SITE

Dimensions Undetermined | Area 0.6613 Acres | Shape Wedge | View Interior
Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] 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? [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. 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.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/Unknown	Floors Carpet&CT/Gd
# of Stories 1		[ ] Full Basement [ ] Partial Basement	Exterior Walls Masonry/Avg	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional		[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CT&Fiber/Good
Year Built 1992		Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10		[ ] Dampness [ ] Settlement	Screens Yes	[X] Driveway # of Cars 2
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s) #	Driveway Surface Concrete
[X] Drop Stair	[ ] Stairs	[X] Other HtPmp Fuel Electric	[X] Fireplace(s) # 1 [X] Fence	[X] Garage # of Cars 3
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning	[X] Patio/Deck Lanai [X] Porch	[ ] Carport # of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other	[X] Pool Screened [X] Other Sprinkler	[ ] Att. [ ] Det. [X] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: Unk Rooms | 3 or 4 Bedrooms | 2 Bath(s) | 2,823 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). See Attached Addendum
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). This appraisal is made under the extraordinary assumption that the interior of the home is in a recently renovated condition. The room count is assumed to include 3 or 4 bedrooms and two bathrooms.
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.

Uniform Residential Appraisal Report

SEM
File No. 16160Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.

There are 1 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 235,000 to $ 235,000 .

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	10040 Bristol Park Road Cantonment	2165 Dovefield Drive Cantonment		661 Mohegan Circle Cantonment		2420 Bowling Green Way Cantonment	
Proximity to Subject		5 miles east		3.5 miles north		0.75 mile north	
Sale Price	$ N/A		$ 280,000		$ 274,900		$ 277,500
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 108.53 sq. ft.		$ 100.99 sq. ft.		$ 97.33 sq. ft.	
Data Source(s)	Inspection	Closed MLS #498560		Closed MLS #493513		Closed MLS #483634	
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	05/31/2016		07/07/2016		08/18/2015	
Location	Bristol Park	Dovefield Estates		Indian Lake		Glenmoor Trail	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.6613 Acres	0.58 Acres		0.33 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	+/-16 Years		+/-8 Years		+/-13 Years	
Condition	Good	Good		Good		Good	
Above Grade Room Count (Total / Bdrms. / Baths)	? / 3/4 / 2	8 / 4 / 3	-3,000	8 / 4 / 2.5	-1,500	8 / 4 / 3	-3,000
Gross Living Area 55.23	2,823 sq. ft.	2,580 sq. ft.	13,400	2,722 sq. ft.	5,600	2,851 sq. ft.	-1,500
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	3 Car Garage	2 Car Garage	8,000	2 Car Garage	8,000	2 Car Garage	8,000
Porch/Patio/Deck	Porch/Lanai	Porch, Patio		Porch, Patio		Porch, Lanai	
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Site Imprvments	Fence, Sprinkler	Fence, Sprnklr		Fence, Sprnklr		Fence, Sprnklr	
Other	Screened Pool	Pool	7,500	Pool, Yrd Bldg	6,000	Pool	7,500
Net Adjustment (Total)		[X] + [ ] -	$ 25,900	[X] + [ ] -	$ 18,100	[X] + [ ] -	$ 11,000
Adjusted Sale Price of Comparables		Net Adj. 9.3% Gross Adj. 11.4%	$ 305,900	Net Adj. 6.6% Gross Adj. 7.7%	$ 293,000	Net Adj. 4.0% Gross Adj. 7.2%	$ 288,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] 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 [X] 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	11/06/2015			
Price of Prior Sale/Transfer	$235,000			
Data Source(s)	Public records			
Effective Date of Data Source(s)	Current			

Analysis of prior sale or transfer history of the subject property and comparable sales Public records indicate that the subject was purchased by the current owners on November 6, 2015.

Summary of Sales Comparison Approach. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 295,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 295,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

See Attached Addendum

This appraisal is made [X] "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 $ 295,000 **as of** October 25, 2016 **, which is the date of inspection and the effective date of this appraisal.**

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... = $		
Source of cost data	Dwelling Sq. Ft. @ $ ..... = $		
Quality rating from cost service Effective date of cost data	Sq. Ft. @ $ ..... = $		
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			
	Garage/Carport 634 Sq. Ft. @ $ ..... = $		
	Total Estimate of Cost-New ..... = $		
	Less 50 Physical	Functional	External
	Depreciation		= $ ( )
	Depreciated Cost of Improvements ..... = $		
	"As-is" Value of Site Improvements ..... = $		
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH ..... = $		

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

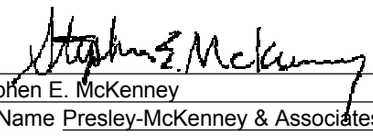
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

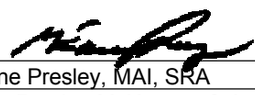
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Stephen E. McKenney
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature and Report 11/14/2016
Effective Date of Appraisal October 25, 2016
State Certification #
or State License # St. Reg. Trn. REA #RI8246
or Other (describe) State #
State FL
Expiration Date of Certification or License 11/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name M. Eugene Presley, MAI, SRA
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature 11/14/2016
State Certification # Cert Gen RZ 103
or State License #
State FL
Expiration Date of Certification or License 11/30/2016

ADDRESS OF PROPERTY APPRAISED
10040 Bristol Park Road
Cantonment, FL 32533

APPRAISED VALUE OF SUBJECT PROPERTY $ 295,000

LENDER/CLIENT
Name Escambia County
Company Name Escambia County, Engineering Dept
Company Address 3363 W. Park Place
Pensacola, FL 32505
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
Date of Inspection October 25, 2016
☐ Did inspect interior and exterior of subject property
Date of Inspection

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection October 25, 2016

ADDENDUM

Borrower: N/A		File No.: 16160Z8
Property Address: 10040 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

Neighborhood Description
The subject neighborhood is at the northern edge of suburban growth of the urbanized areas of the City of Pensacola. With physical barriers to urban growth of Pensacola on the south, east, and west, the northern edge is the default area where any future growth will occur. The subject neighborhood includes established commercial development along US Highway 29 and most of Nine Mile Road. Commercial development and uses are increasing along Nine Mile Road, extending to the west of its intersection with Pine Forest Road. This commercial growth is in response to increasing residential subdivision development in the area over the last 10 to 25 years. Most residential development in this former agricultural-oriented band of the metropolitan area has occurred as branches from Nine Mile Road, Kingsfield Road, and Pine Forest Road.

Additional Features
Unknown. Although numerous attempts were made to contact the owners of this property, we were never able to walk through the home and back yard. On October 25th, after knocking at the front door, a woman opened the door identifying herself as a visitor. She said that since she was a visitor, she could not let us in, but we did get a quick look at a portion of the interior of the home that was visible from the open door. What we could see appeared to be in a newly renovated condition similar to other homes in the subdivision that have been renovated within the last year or two.

This appraisal is made under the extraordinary assumption that the interior of the home is in a recently renovated condition. The room count is assumed to include 3 or 4 bedrooms and two bathrooms.

Comments on Sales Comparison
From our research of the market area, three sales have been selected to which to compare the subject. These sold properties bracket the subject for home size and are of similar quality of construction. With us only having a glimpse into the interior of the home, an important extraordinary assumption of this appraisal is that the subject property has had significant interior renovations within the last two years. Sales One and Three have had similar renovations. The subject has a similar effective age to Sale Two.

Each of the sales require adjustment for the subject having fewer bathrooms. Size adjustments have been applied to all sales with the subject being most similar to Sale Three for this characteristic. The subject is superior to each of the sales for size of garage. The subject has a screened over and around its pool. This is something that is lacking in the sales.

Following all adjustments, the sales show a range of market value for the subject property between $288,500 and $305,900. With weight to each, it is our opinion that the sales indicate a current market value of $295,000 for the subject property.

Final Reconciliation
Of the three approaches to value, the direct sales comparison approach is the most reliable in rendering an opinion of market value for the subject property. With the subject involving a recently renovated home of over 24 years old, development of the cost approach is not considered as reliable a method of determining current market value as the direct sales comparison approach. Development of the cost approach is most applicable with new construction located in areas where recent sales of similar vacant lots are abundant and the market area has a reasonable supply of newly built, speculative homes inventory. Development of the income approach is most reliable in markets where there are an abundance of rental properties; homes within the subject neighborhood are almost entirely owner-occupied. Based on the research and analysis, we estimate the current market value of the subject property as $295,000.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16160Z8
Property Address: 10040 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: October 25, 2016
Appraised Value: $ 295,000

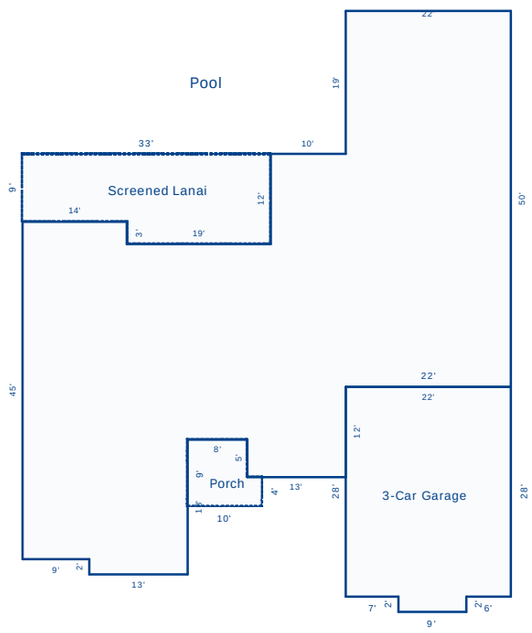
REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

FLOORPLAN SKETCH

Borrower: N/A	File No.: 16160Z8
Property Address: 10040 Bristol Park Road	Case No.: SEM
City: Cantonment	State: FL Zip: 32533
Lender: Escambia County, Engineering Dept	



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	2823.00	2823.00
GAR	Garage	634.00	634.00
P/P	Porch	80.00	
	Porch	354.00	434.00
Net LIVABLE Area		(rounded)	2823

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
16.0	x	22.0	352.00
3.0	x	14.0	42.00
12.0	x	32.0	384.00
19.0	x	65.0	1235.00
5.0	x	13.0	65.00
7.0	x	43.0	301.00
2.0	x	13.0	26.00
19.0	x	22.0	418.00
8 Items		(rounded)	2823

PLAT MAP

Borrower: N/A		File No.: 16160Z8
Property Address: 10040 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



AERIAL PHOTOGRAPH

Borrower: N/A		File No.: 16160Z8
Property Address: 10040 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16160Z8
Property Address: 10040 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE SALE #1

2165 Dovefield Drive
Cantonment
Sale Date: 05/31/2016
Sale Price: $ 280,000



COMPARABLE SALE #2

661 Mohegan Circle
Cantonment
Sale Date: 07/07/2016
Sale Price: $ 274,900

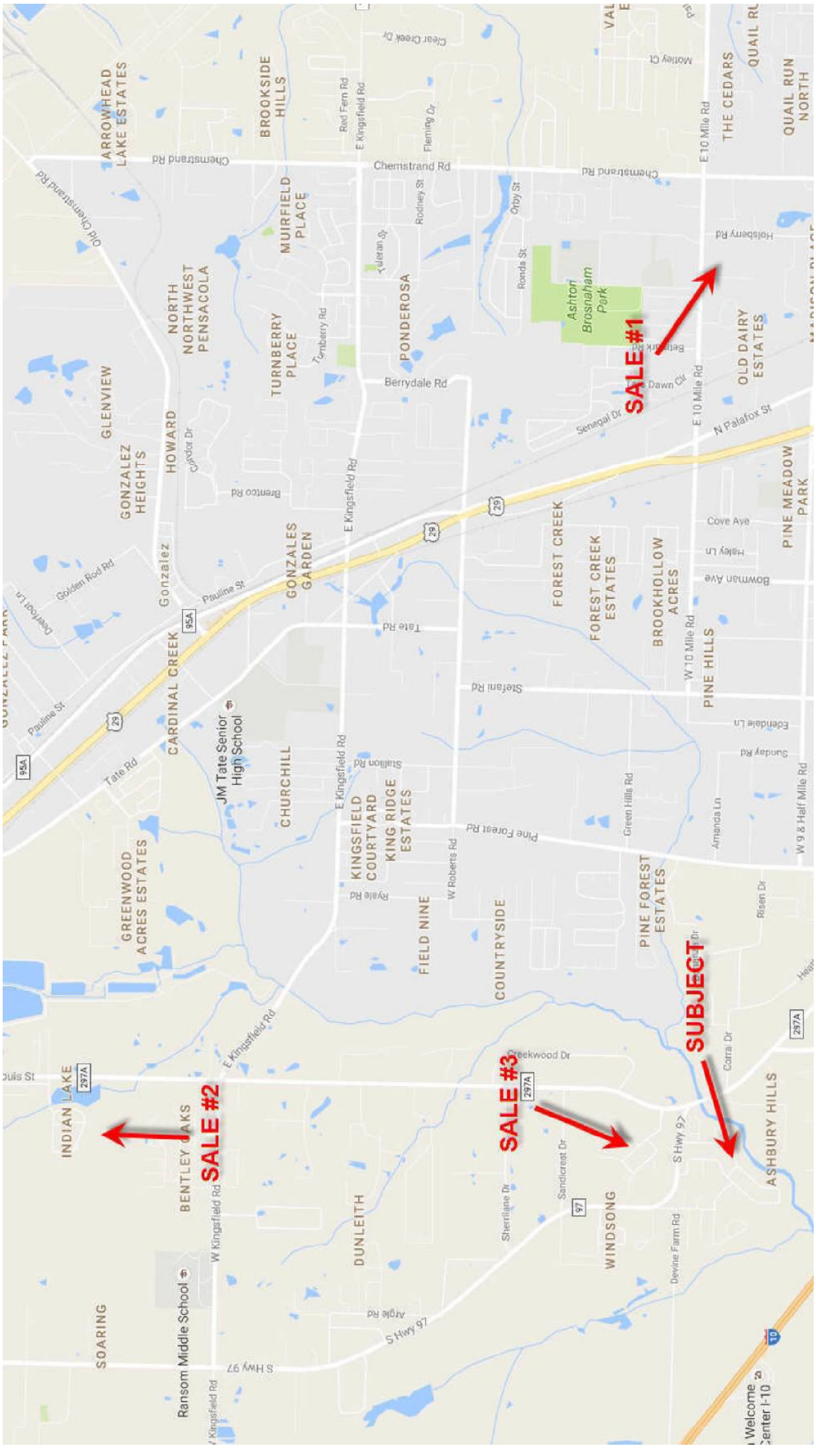


COMPARABLE SALE #3

2420 Bowling Green Way
Cantonment
Sale Date: 08/18/2015
Sale Price: $ 277,500

LOCATION MAP

Borrower: N/A		File No.: 16160Z8
Property Address: 10040 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



SEM
File No. 16160Z8

USPAP ADDENDUM

Borrower: N/A
Property Address: 10040 Bristol Park Road
City: Cantonment County: Escambia State: FL Zip Code: 32533
Lender: Escambia County, Engineering Dept

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-180 days.

Exposure time is the estimated length of time that the proeprty interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to be exposed for three to six months on the open market of the effective date of this appraisal, at the appraised market value.

Additional Certifications

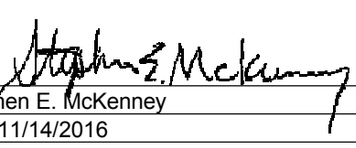
[X] I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property with the appraiser; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature: 
Name: Stephen E. McKenney
Date Signed: 11/14/2016
State Certification #:
or State License #: St. Reg. Trn. REA #RI8246
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Effective Date of Appraisal: October 25, 2016

SUPERVISORY APPRAISER (only if required):

Signature: 
Name: M. Eugene Presley, MAI, SRA
Date Signed: 11/14/2016
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [X] Exterior-only from street [ ] Interior and Exterior

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Ard - 10060 Bristol Park Road









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311500005003
Account:	090238390
Owners:	ARD MARK E & CARA L
Mail:	10060 BRISTOL PARK RD CANTONMENT, FL 32533
Situs:	10060 BRISTOL PARK RD 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$196,145	$229,395	$195,732
2015	$33,250	$188,087	$221,337	$194,372
2014	$24,938	$127,464	$152,402	$152,402

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/2005	5612	1984	$295,000	WD	View Instr
01/1994	3502	994	$100	WD	View Instr
01/1992	3119	629	$128,200	WD	View Instr
06/1991	3021	164	$82,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 5 BLK C BRISTOL PARK UNIT II PB 14 P 20 OR 5612 P 1984

Extra Features
POOL

Parcel Information

Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.6740

Zoned:
MDR

Evacuation & Flood Information
Open Report



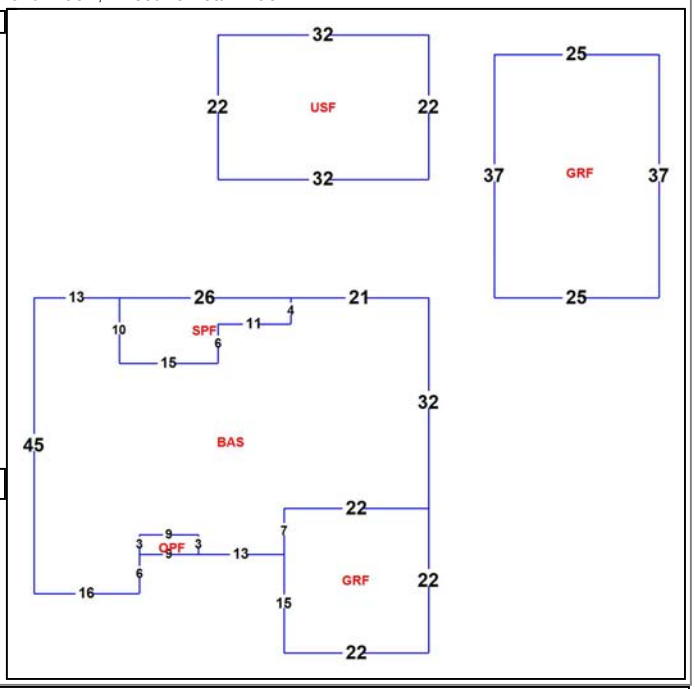
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:10060 BRISTOL PARK RD, Year Built: 1991, Effective Year: 1991

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*2*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 4395 Total SF

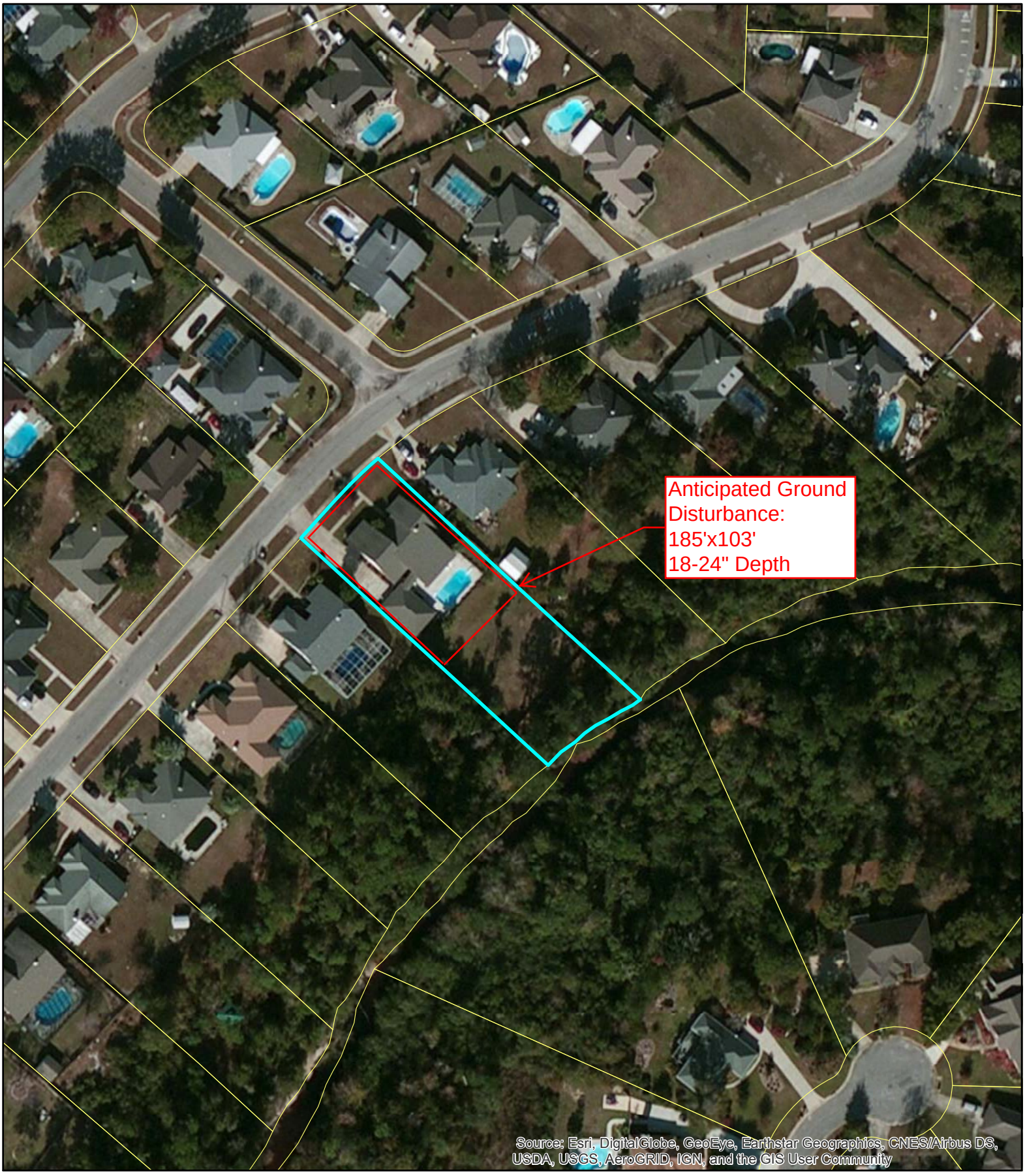
BASE AREA - *2061*
GARAGE FIN - *1409*
OPEN PORCH FIN - *27*
SCRN PORCH FIN - *194*
UPPER STORY FIN - *704*

Images



1/5/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP Application DR-4280
Parcel Identification and Ground Disturbance Map
Ard Parcel
10060 Bristol Park Drive

N

25 12.5 0 25 Meters

Bristol Park Area Acquisition Parcel 101

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): MARK & CARA ARD
Address of property adjoining 11-Mile Creek: 10060 BRISTOL PARK ROAD CANTONMENT, FL. 32533
Phone Number(s): 850-777-0545
Email address (optional): MARK.ARD@IPAPER.COM
How many years have you lived at this location? 12 Yrs.

1. Are you current owner of the property? Yes: ☑ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☒ Home flooding: Depth of flooding: 4 feet 6 inches
   - ☒ Severe yard flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☒ Severe street flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☒ Other: 4' FLOODING IN BACKYARD IN 2017 Depth of flooding: _____ feet _____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☒ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☒ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☒ No: ☐

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No X

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ 260,000.00.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? NO
If so, how much ICC funds have you received? N/A
Do you plan on receiving ICC payment? N/A
If so, how much ICC funds do you plan on receiving? N/A

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: -0-

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: -0-

Owner Name:
MARK & CARA ARD

Property Address:
10060 Bristol Park Road
Cantonment, Fl. 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Mark Ard
Signed

Cara Ard
Signed

Date 3-24-17

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address:
10060 Bristol Park Road
Cantonment, Fl. 32533

Owner(s) Mailing Address:
SAME AS Property

Owner(s) Name(s):
MARK E. ARD
CARA L. ARD

Contact Telephone Number:
850-777-0595

Contact Email Address:
MARK.ARD@IPAPER.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Owner's Signature — Date: 3-24-17

Owner's Signature — Date: 3-24-17

Owner's Signature — Date

Owner's Signature — Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child:

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
MARK ARD	Mark Ard	5/18/61	3/24/17

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF ~~DAMAGED~~ PROPERTY	CITY	STATE	ZIP CODE
10060 Bristol Park Road	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 10060 Bristol Park Road

Structure Data Summary			
Community			Escambia County
Address			10060 Bristol Park Road
Owner Name			Ard
Total Square Footage			4395
Living Square Footage			2765
Year Built			1991
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$229,395.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$286,743.75
Independent Appraised Value or Average Value of Independent Appraisals			$350,000.00
Direct Construction Costs[1]	*Quantity*	*Unit*	*Cost*[3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage plus 15 feet by 35 feet pool)	$4.82	SF	$23,714.40
Finish Grading - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($4.63 per SY)	1712.78	SY	$7,930.16
Sodding - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($474 per 1000SF)	15.42	1000 SF	$7,306.71
Fill - Additional fill for 15 feet by 35 feet by 6 feet pool ($2.56 per cubic foot)	3150.00	CF	$8,064.00
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$56,261.27
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$48,305.93**
Pre-Construction and Post-Construction Cost Estimates[2]	*Quantity*	*Unit*	*Cost*[3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$966.12
Final Total Pre and Post-Construction Cost			**$1,111.52**
Closing Costs[4]	*Quantity*	*Unit*	*Cost*[3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$7.78
Property Tax (to be prorated)			$2,324.17
Recording Fees			$50.00
Final Closing Costs			**$3,181.95**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$414,249.40**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

Presley-McKenney & Associates, Inc.

Uniform Residential Appraisal Report

SEM
File No. 16153Z8

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 10060 Bristol Park Road | City Cantonment | State FL | Zip Code 32533
Borrower N/A | Owner of Public Record Mark E. & Cara L. Ard | County Escambia
Legal Description Lt 5, Blk C, Bristol Park, Unit II, PB 14, P 20, OR 5612, P 1984
Assessor's Parcel # 03-1S-31-1500-005-003 | Tax Year 2015 | R.E. Taxes $ 2,416.16
Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12-033-0036.12
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ None [ ] PUD | HOA $ 50.00 [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] 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? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). Pensacola Association or Realtor Multiple Listing Service (PARMLS)

CONTRACT

I [ ] did [X] 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? [ ] 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	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] 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,							500 High	55	Commercial	15 %
Beulah Road to west								190 Pred.	10-15	Other vacant	35 %

Neighborhood Description See Attached Addendum

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.

SITE

Dimensions Undetermined | Area 0.674 Acres | Shape Wedge | View Interior
Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] 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? [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. 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.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/Unknown	Floors CrptBamboCT/Gd
# of Stories 2		[ ] Full Basement [ ] Partial Basement	Exterior Walls Brick&Vinyl/Avg	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional		[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CT&Fiber/Good
Year Built 1991		Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10		[ ] Dampness [ ] Settlement	Screens Yes	[X] Driveway # of Cars 2
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s) #	Driveway Surface Concrete
[X] Drop Stair	[ ] Stairs	[X] Other HtPmp Fuel Electric	[X] Fireplace(s) # 1 [X] Fence WdPrvcy	[X] Garage # of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning	[X] Patio/Deck Scrn [X] Porch	[ ] Carport # of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other	[X] Pool [X] Other Sprinkler	[ ] Att. [ ] Det. [X] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: 10 Rooms | 5 Bedrooms | 3 Bath(s) | 3,768 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). See Attached Addendum
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.
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.

Uniform Residential Appraisal Report

SEM
File No. 16153Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.
There are 0 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ to $.

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
10060 Bristol Park Road Address Cantonment		1651 N Tate School Road Cantonment		2467 Bowling Green Way Cantonment		965 Legacy Oaks Drive Cantonment	
Proximity to Subject		4.5 miles northeast		0.75 mile north		7 miles east	
Sale Price	$ N/A		$ 385,000		$ 285,000		$ 358,000
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 101.80 sq. ft.		$ 81.22 sq. ft.		$ 105.70 sq. ft.	
Data Source(s)	Inspection	Closed MLS #482701		Closed MLS #495752		Closed MLS #494852	
Verification Source(s)		Public records		Public records		Public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional None	VA None		Conventional None		Conventional None	
Date of Sale/Time	N/A	09/01/2016		05/13/2016		03/24/2016	
Location	Bristol Park	Tate School		Glenmoor Trail		Legacy Oaks	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.674 Acres	2.52 Acres	-60,000	0.34 Acres		0.42 Acres	
View	Interior	Interior		Interior		Lake,Interior	-40,000
Design (Style)	Traditional	Traditional		Traditional		Traditional	
Quality of Construction	Avg to Good	Avg to Good		Avg to Good		Avg to Good	
Actual Age	25+/- Years	+/-15 Years		+/-14 Years		+/-3 Years	
Condition	Good	Good		Good		Very Good	-18,000
Above Grade Room Count (Total / Bdrms. / Baths)	10 / 5 / 3	10 / 4 / 3		10 / 4 / 3		10 / 5 / 3	
Gross Living Area 55.23	3,768 sq. ft.	3,782 sq. ft.	-800	3,509 sq. ft.	14,300	3,387 sq. ft.	21,000
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	Porch,ScrnPrch	ScrnPorch,Lanai		ScrnPorch,Patio		Porch, Patio	3,500
Fireplace	1 F/P	None	3,000	1 F/P		None	3,000
Site Imprvments	Fence, Sprinkler	Fence, Sprnklr		Fence, Sprnklr		Fence, Sprnklr	
Other	Pool, WrkShop	Pool	20,000	Yrd Bldg	38,500	None	40,000
Net Adjustment (Total)		[ ] + [X] -	$ 37,800	[X] + [ ] -	$ 52,800	[X] + [ ] -	$ 9,500
Adjusted Sale Price of Comparables		Net Adj. -9.8% Gross Adj. 21.8%	$ 347,200	Net Adj. 18.5% Gross Adj. 18.5%	$ 337,800	Net Adj. 2.7% Gross Adj. 35.1%	$ 367,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] 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 [X] 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. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 350,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 350,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**
See Attached Addendum

This appraisal is made [X] "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 $ 350,000
as of October 24, 2016 **, which is the date of inspection and the effective date of this appraisal.**

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... = $		
Source of cost data	Dwelling Sq. Ft. @ $ ..... = $		
Quality rating from cost service Effective date of cost data	Sq. Ft. @ $ ..... = $		
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			
	Garage/Carport Sq. Ft. @ $ ..... = $		
	Total Estimate of Cost-New ..... = $		
	Less 50 Physical	Functional	External
	Depreciation		= $ ( )
	Depreciated Cost of Improvements ..... = $		
	"As-is" Value of Site Improvements ..... = $		
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH ..... = $		

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

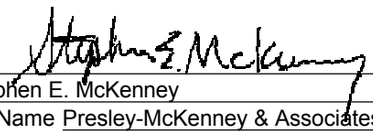
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

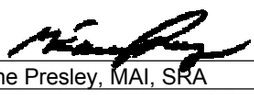
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Stephen E. McKenney
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature and Report 11/14/2016
Effective Date of Appraisal October 24, 2016
State Certification #
or State License # St. Reg. Trn. REA #RI8246
or Other (describe) State #
State FL
Expiration Date of Certification or License 11/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name M. Eugene Presley, MAI, SRA
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature 11/14/2016
State Certification # Cert Gen RZ 103
or State License #
State FL
Expiration Date of Certification or License 11/30/2016

ADDRESS OF PROPERTY APPRAISED
10060 Bristol Park Road
Cantonment, FL 32533

APPRAISED VALUE OF SUBJECT PROPERTY $ 350,000

LENDER/CLIENT
Name Escambia County
Company Name Escambia County, Engineering Dept
Company Address 3363 W. Park Place
Pensacola, FL 32505
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection October 24, 2016

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection October 24, 2016

ADDENDUM

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

Neighborhood Description
The subject neighborhood is at the northern edge of suburban growth of the urbanized areas of the City of Pensacola. With physical barriers to urban growth of Pensacola on the south, east, and west, the northern edge is the default area where any future growth will occur. The subject neighborhood includes established commercial development along US Highway 29 and most of Nine Mile Road. Commercial development and uses are increasing along Nine Mile Road, extending to the west of its intersection with Pine Forest Road. This commercial growth is in response to increasing residential subdivision development in the area over the last 10 to 25 years. Most residential development in this former agricultural-oriented band of the metropolitan area has occurred as branches from Nine Mile Road, Kingsfield Road, and Pine Forest Road.

Additional Features
High ceiling in living room, built-in entertainment, gas fireplace integrated w/ HVAC, granite countertops, wet bar, soft close cabinets & drawers, intercom/stereo system, outdoor cook area, detached finished garage/gameroom, pool, attic storage, insulated garage door, tankless water heater, plant ledges.

Comments on Sales Comparison
From our research of the market area, three sales have been selected to which to compare the subject. These sold properties bracket the subject for home size and are of similar quality of construction. The subject property has had significant interior renovations within the last two years. The subject has a similar effective age to Sales One and Two. The subject has an inferior condition to Sale Three, which is three years out from new.

Size adjustments have been applied to all sales with the subject being most similar to Sale One for this characteristic. Sale One requires a fairly large adjustment for its land of just over two and one-half acres, while Sale Three requires a negative adjustment for its lake view. Sale One requires an upward adjustment to account for the subject's detached work shop. The subject's detached workshop and pool are accounted for with fairly significant positive adjustments the Sales Two and Three.

Following all adjustments, the sales show a range of market value for the subject property between $337,800 and $367,500. With weight to each, it is our opinion that the sales indicate a current market value of $350,000 for the subject property.

Final Reconciliation
Of the three approaches to value, the direct sales comparison approach is the most reliable in rendering an opinion of market value for the subject property. With the subject involving a recently renovated home of over 25 years old, development of the cost approach is not considered as reliable a method of determining current market value as the direct sales comparison approach. Development of the cost approach is most applicable with new construction located in areas where recent sales of similar vacant lots are abundant and the market area has a reasonable supply of newly built, speculative homes inventory. Development of the income approach is most reliable in markets where there are an abundance of rental properties; homes within the subject neighborhood are almost entirely owner-occupied. Based on the research and analysis, we estimate the current market value of the subject property as $350,000.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: October 24, 2016
Appraised Value: $ 350,000



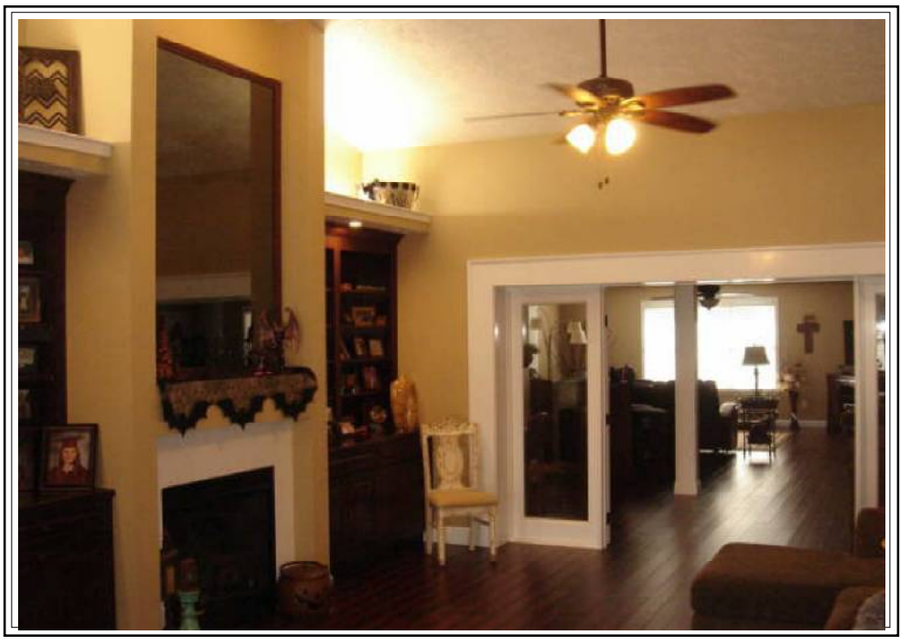
REAR VIEW OF SUBJECT PROPERTY



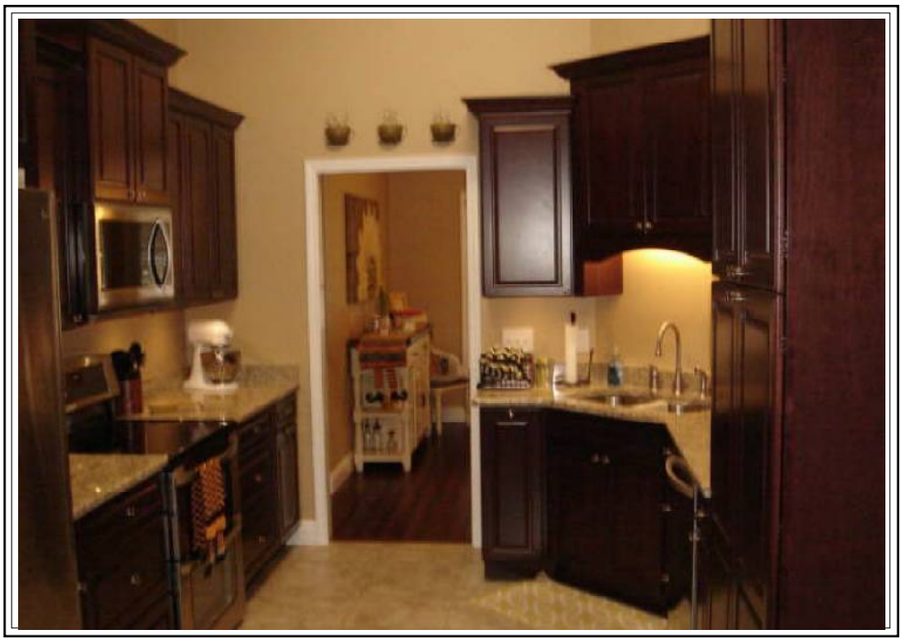
STREET SCENE

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Living Room



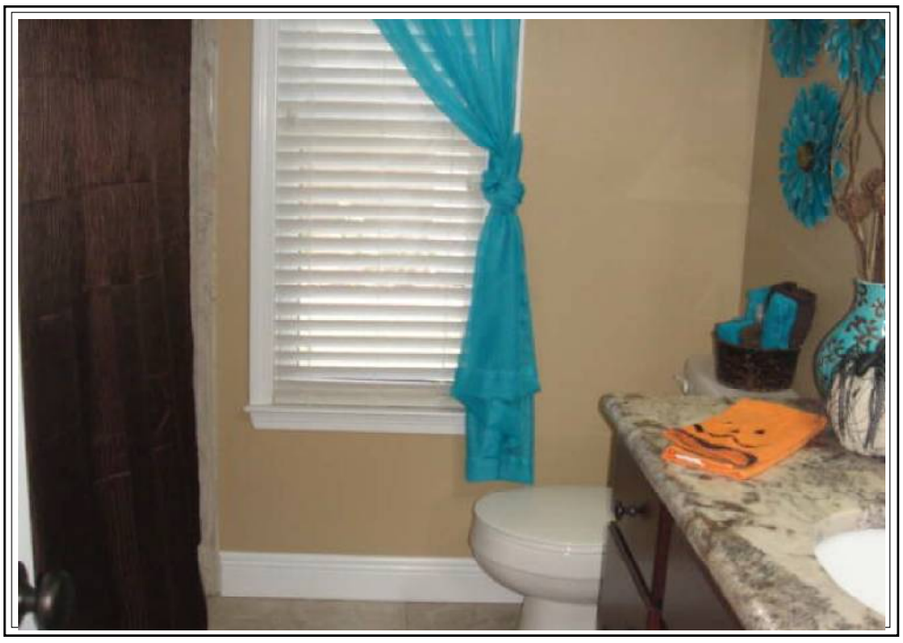
View of Kitchen



View of Bedroom

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Bath



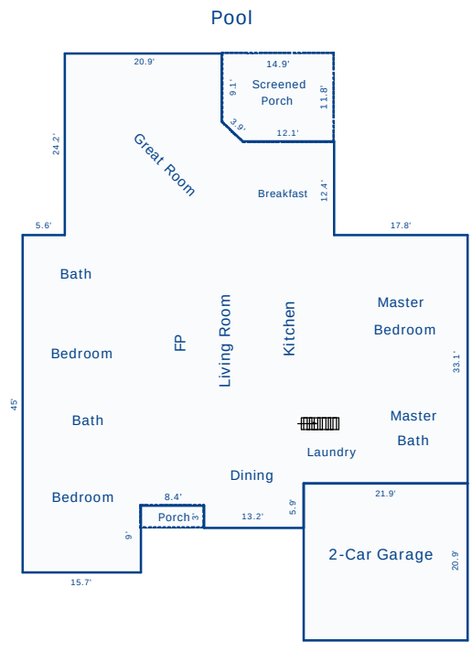
View of Built-in Garage



View of Detached Garage/Workshop

FLOORPLAN SKETCH

Borrower: N/A	File No.: 16153Z8	
Property Address: 10060 Bristol Park Road	Case No.: SEM	
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

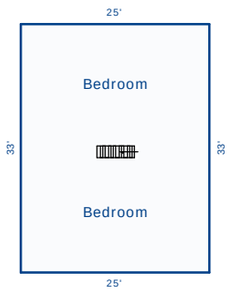
Code	Description	Net Size	Net Totals
GLA1	First Floor	2942.91	2942.91
GAR	Garage	457.71	457.71
P/P	Porch	25.20	
	Porch	172.04	197.24
	Net LIVABLE Area	(rounded)	2943

LIVING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
	11.8	x 20.9		246.62
	35.8	x 12.4		443.92
0.5 x	2.7	x 2.8		3.78
	59.2	x 33.1		1959.52
	2.9	x 37.3		108.17
	3.0	x 13.2		39.60
	9.0	x 15.7		141.30
7 Items			(rounded)	2943

FLOORPLAN SKETCH

Borrower: N/A	File No.: 16153Z8
Property Address: 10060 Bristol Park Road	Case No.: SEM
City: Cantonment	State: FL Zip: 32533
Lender: Escambia County, Engineering Dept	



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

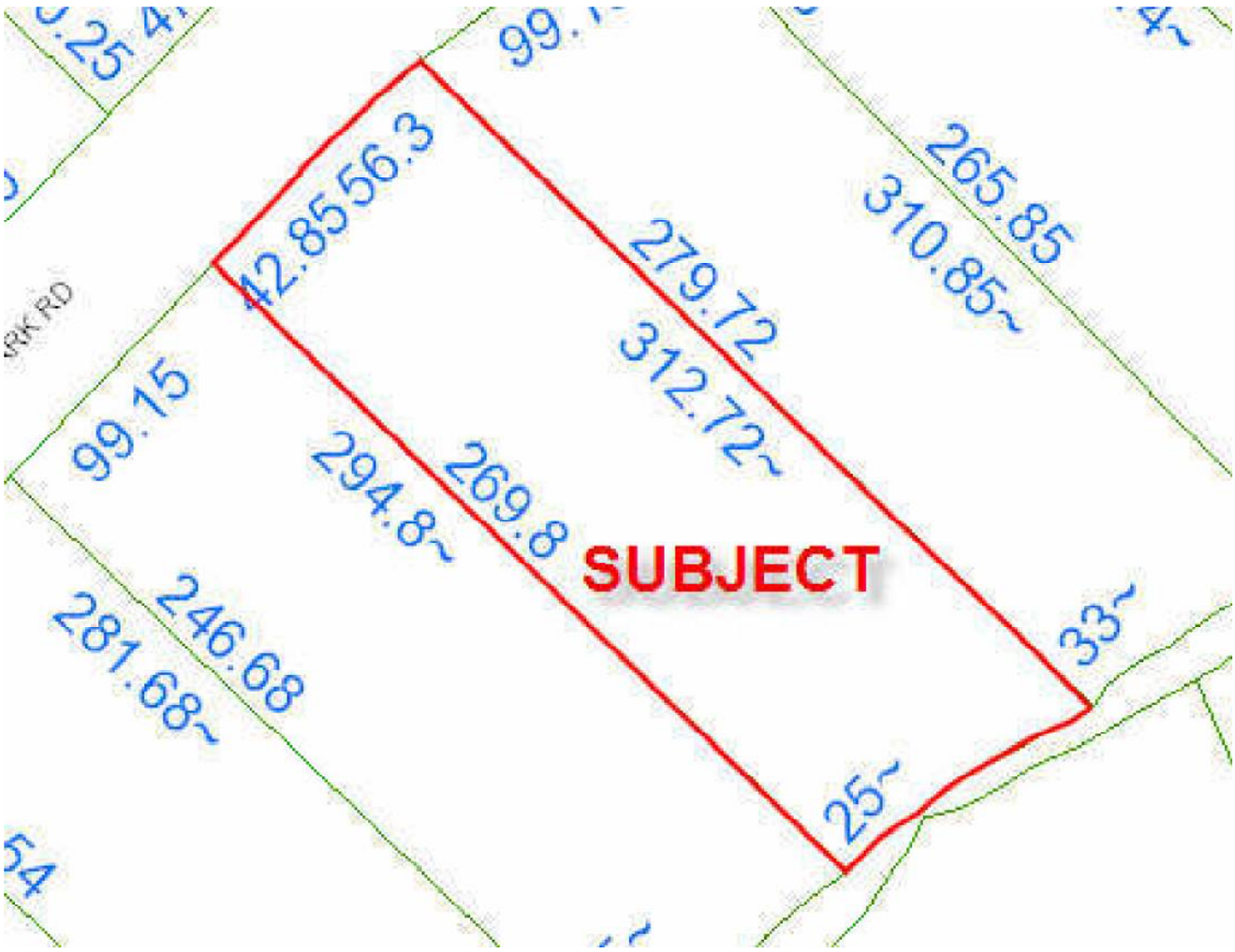
Code	Description	Net Size	Net Totals
GLA1	Second Floor	825.00	825.00
Net LIVABLE Area		(rounded)	825

LIVING AREA BREAKDOWN

Breakdown		Subtotals
Second Floor		
33.0 x 25.0		825.00
1 Item	(rounded)	825

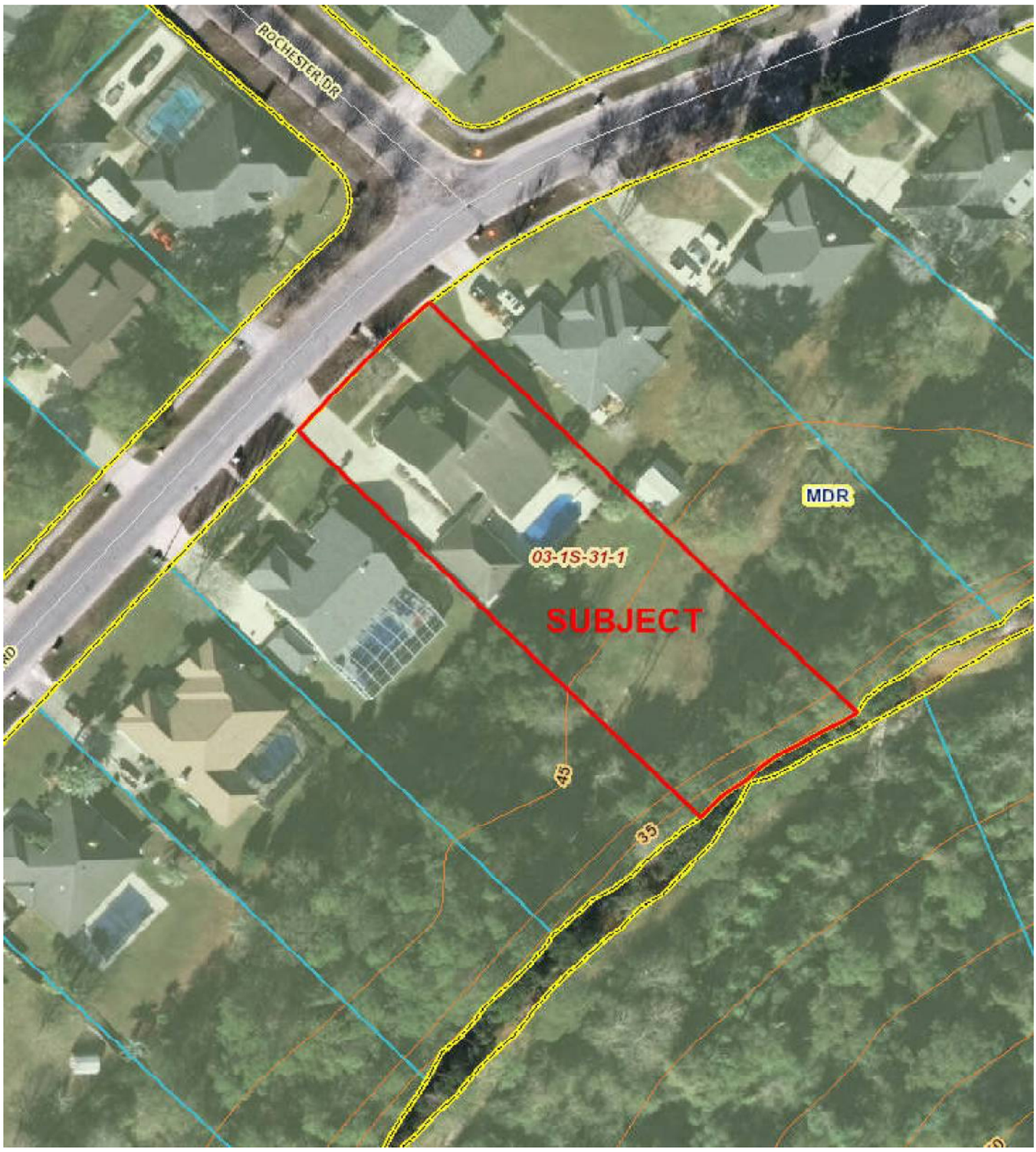
PLAT MAP

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



AERIAL PHOTOGRAPH

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE SALE #1

1651 N Tate School Road
Cantonment
Sale Date: 09/01/2016
Sale Price: $ 385,000



COMPARABLE SALE #2

2467 Bowling Green Way
Cantonment
Sale Date: 05/13/2016
Sale Price: $ 285,000

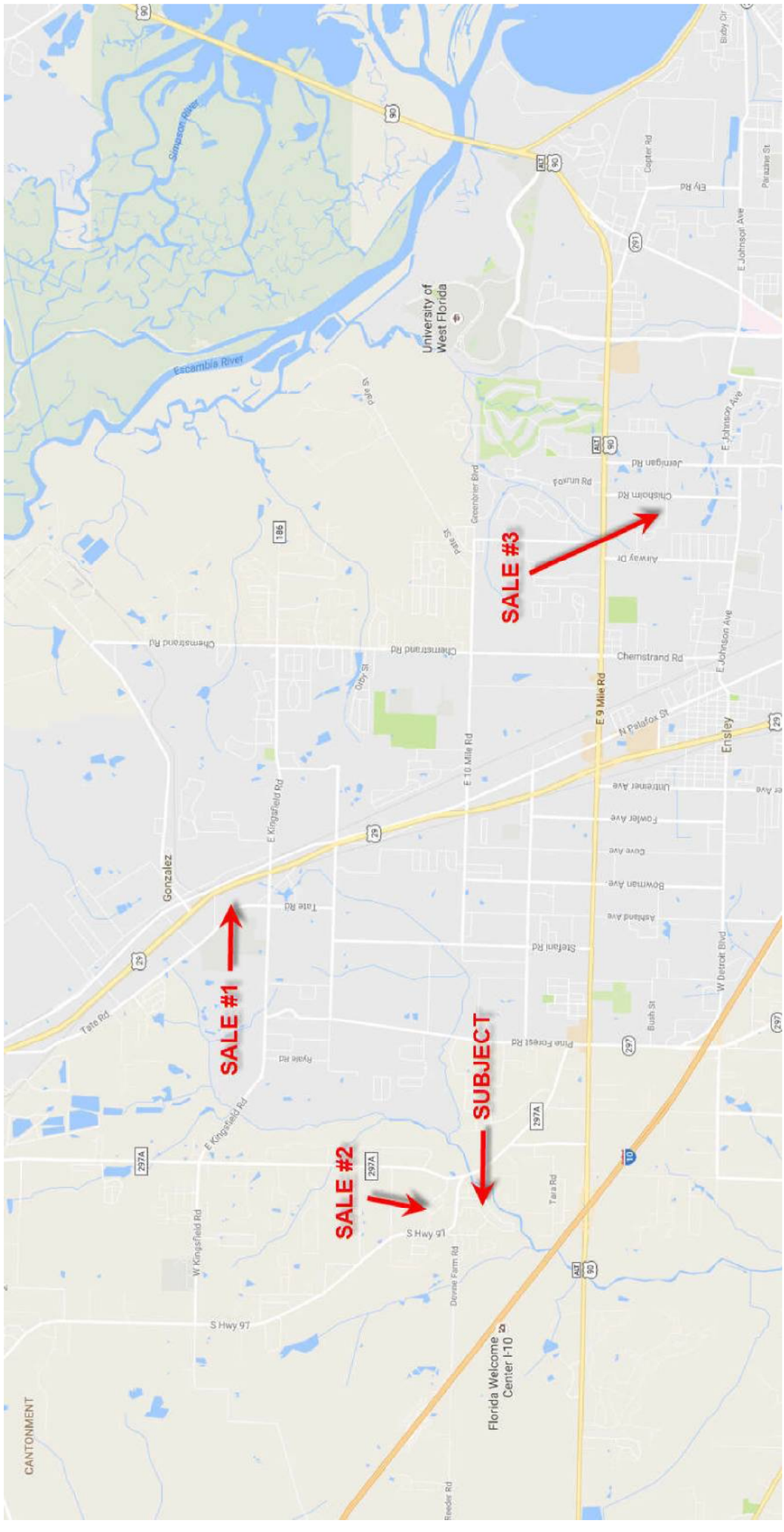


COMPARABLE SALE #3

965 Legacy Oaks Drive
Cantonment
Sale Date: 03/24/2016
Sale Price: $ 358,000

LOCATION MAP

Borrower: N/A		File No.: 16153Z8
Property Address: 10060 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



SEM
File No. 16153Z8

USPAP ADDENDUM

Borrower: N/A
Property Address: 10060 Bristol Park Road
City: Cantonment County: Escambia State: FL Zip Code: 32533
Lender: Escambia County, Engineering Dept

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-180 days.

Exposure time is the estimated length of time that the proeprty interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to be exposed for three to six months on the open market of the effective date of this appraisal, at the appraised market value.

Additional Certifications

[X] I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property with the appraiser; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature: Stephen E. McKenney
Name: Stephen E. McKenney
Date Signed: 11/14/2016
State Certification #:
or State License #: St. Reg. Trn. REA #RI8246
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Effective Date of Appraisal: October 24, 2016

SUPERVISORY APPRAISER (only if required):

Signature:
Name: M. Eugene Presley, MAI, SRA
Date Signed: 11/14/2016
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [X] Exterior-only from street [ ] Interior and Exterior

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Carlton - 10110 Bristol Park Road







Chris Jones
Escambia County Property Appraiser

Back

Navigate Mode Account Reference

Printer Friendly Version

General Information

Reference:	031S311500033002
Account:	090238360
Owners:	CARLTON WILMA L TRUST
Mail:	1608 CRESTVIEW DR MODESTO, CA 95355
Situs:	10110 BRISTOL PARK DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$144,240	$177,490	$177,490
2015	$33,250	$79,240	$112,490	$112,490
2014	$24,938	$91,711	$116,649	$116,649

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/2005	5743	1535	$249,500	WD	View Instr
10/2004	5519	754	$190,900	WD	View Instr
09/2003	5249	1790	$49,800	QC	View Instr
10/1999	4483	1365	$148,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

LT 33 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 5743 P 1535

Extra Features

POOL

Parcel Information

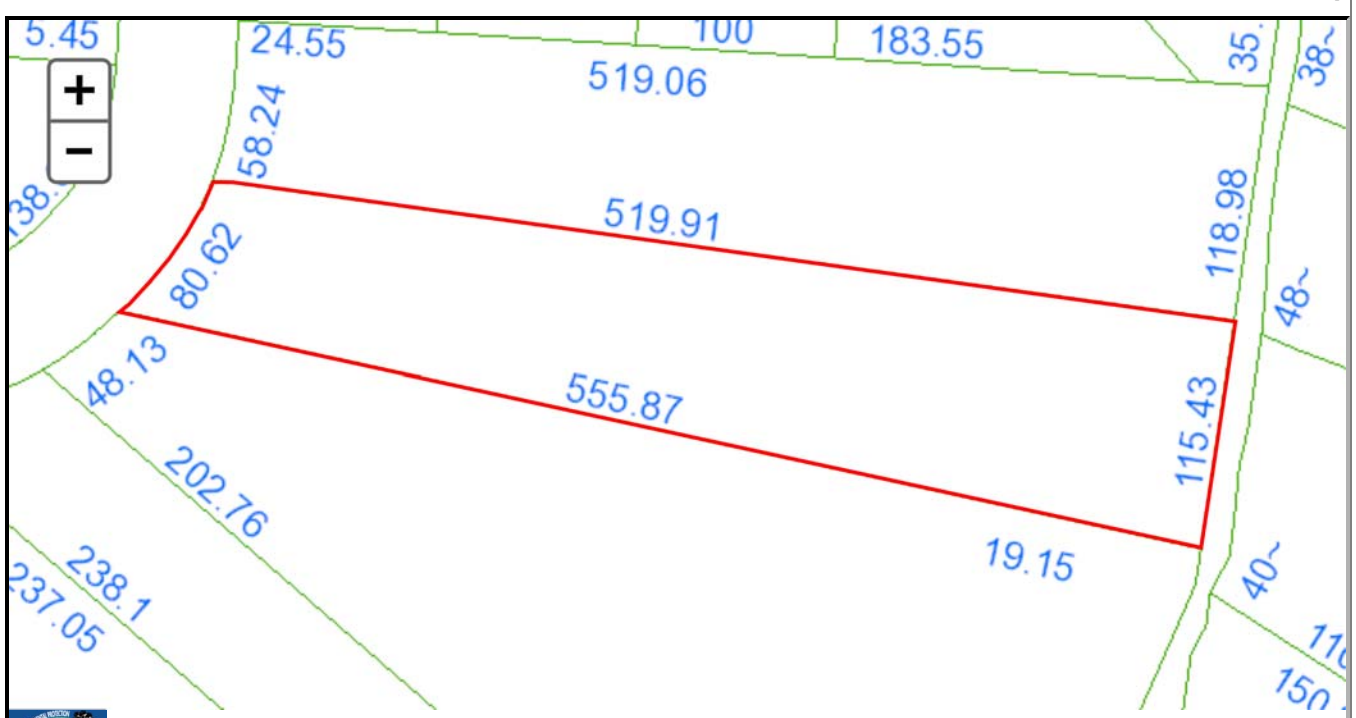
Section Map Id:
03-1S-31-1

Approx. Acreage:
1.1556

Zoned:
MDR

Evacuation & Flood Information
Open Report

Launch Interactive Map



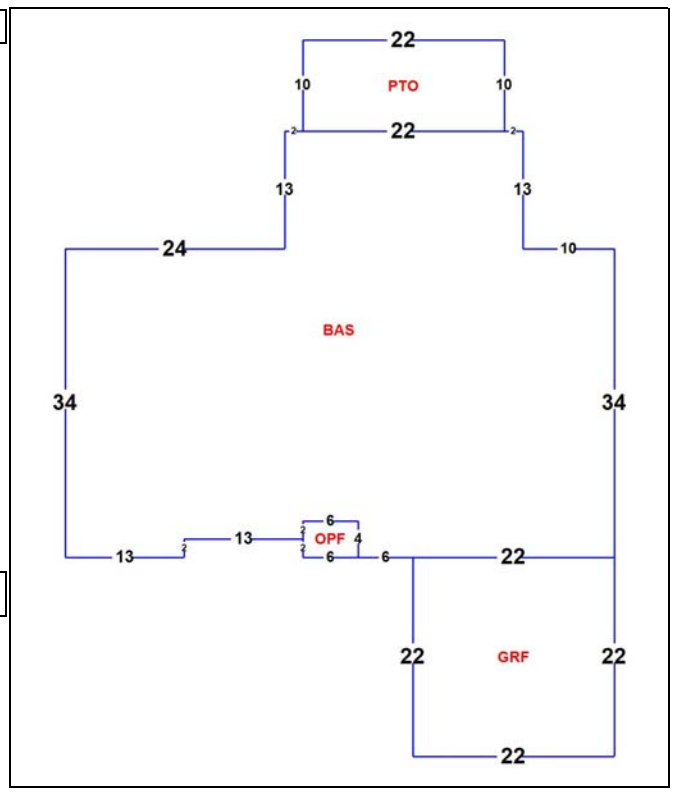
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:10110 BRISTOL PARK DR, Year Built: 1994, Effective Year: 1994

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*STUCCO*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP HI PTC*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3056 Total SF

BASE AREA - *2328*
GARAGE FIN - *484*
OPEN PORCH FIN - *24*
PATIO - *220*

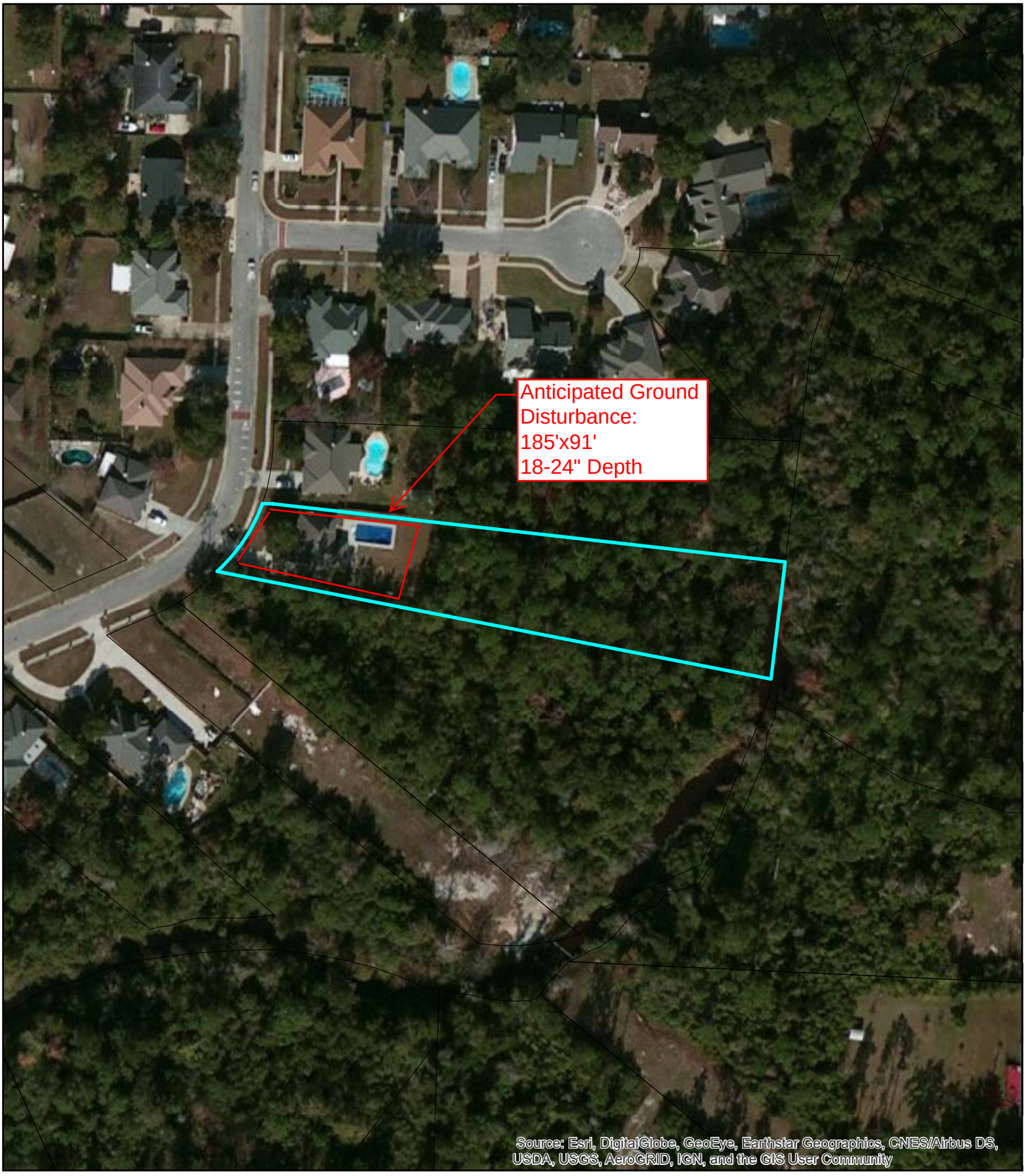
Images



1/26/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:09/15/2016 (tc.1115)



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Carlton Parcel
10110 Bristol Park Drive

N

30 15 0 30 Meters

Bristol Park A[redacted]

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): WILMA L. CARLTON TRUST
Address of property adjoining 11-Mile Creek: 10110 BRISTOL PARK ROAD CANTON MENT
Phone Number(s): _____
Email address (optional): _____
How many years have you lived at this location? 0 Yrs. Bought house for grand daughters family

1. Are you current owner of the property? Yes: ☑ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☑ Home flooding: Depth of flooding: 5/6 feet 7 inches
   - ☐ Severe yard flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Severe street flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Other: _____ Depth of flooding: _____ feet _____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☐ No: ☐

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No ✓

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ I had no flood insurance

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? no
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment? no
If so, how much ICC funds do you plan on receiving? _____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: 0

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: 0

Owner Name: Wilma L. Carlton

Property Address: 1010 Bristol Park Rd, Cantonment 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Wilma L. Carlton _____

Signed Signed

Date 2-6-17

I was not able to obtain FEMA monies since I was not a resident.

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 10110 Bristol Park Lead
Cantonment Florida 32533

Owner(s) Mailing Address: 1008 Crestview Drive
Modesto, Ca 95355

Owner(s) Name(s): Wilma L. Carlton Trust

Contact Telephone Number: (209) 526-1341

Contact Email Address: Ø

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Wilma L. Carlton — 2-6-17
Owner's Signature — Date

Owner's Signature — Date

Owner's Signature — Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

☑ I am a citizen or non-citizen national of the United States.

☐ I am a qualified alien of the United States.

☐ Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
William L. Carlton	William L. Carlton	11-22-[illegible]	2/8/17
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
10110 Bristol Park	Cantonment	Florida	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 10110 Bristol Park Drive

Structure Data Summary			
Community			Escambia County
Address			10110 Bristol Park Drive
Owner Name			Carlton
Total Square Footage			3056
Living Square Footage			2328
Year Built			1994
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$177,490.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$221,862.50
Independent Appraised Value or Average Value of Independent Appraisals			$245,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage plus 15 feet by 35 feet pool)	$4.82	SF	$17,260.42
Finish Grading - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($4.63 per SY)	1208.22	SY	$5,594.07
Sodding - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($474 per 1000SF)	10.87	1000 SF	$5,154.28
Fill - Additional fill for 15 feet by 35 feet by 6 feet pool ($2.56 per cubic foot)	3150.00	CF	$8,064.00
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$45,318.76
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$38,910.69**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$778.21
Final Total Pre and Post-Construction Cost			**$923.61**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$6.47
Property Tax (to be prorated)			$2,603.43
Recording Fees			$50.00
Final Closing Costs			**$3,459.90**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$299,944.20**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

Presley-McKenney & Associates, Inc.

Uniform Residential Appraisal Report

SEM
File No. 16157Z8

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 10110 Bristol Park Road | City Cantonment | State FL | Zip Code 32533
Borrower N/A | Owner of Public Record Wilma L. Carlton Trust | County Escambia
Legal Description Lt 33, Blk B, Bristol Park, Unit I, PB 13, P 100, OR 5743, P 1535
Assessor's Parcel # 03-1S-31-1500-033-002 | Tax Year 2015 | R.E. Taxes $ 1,766.12
Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12-033-0036.12
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ None [ ] PUD | HOA $ 50.00 [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] 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? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). Pensacola Association or Realtor Multiple Listing Service (PARMLS)

CONTRACT

I [ ] did [X] 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? [ ] 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	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] 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,							500 High	55	Commercial	15 %
Beulah Road to west								190 Pred.	10-15	Other vacant	35 %

Neighborhood Description See Attached Addendum

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.

SITE

Dimensions Undetermined | Area 1.1556 Acres | Shape Wedge | View Interior
Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] 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? [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. 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.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/Unknown	Floors CT& Carpet/Gd
# of Stories 1		[ ] Full Basement [ ] Partial Basement	Exterior Walls Stucco/Good	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional		[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CT&Fiber/Good
Year Built 1994		Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10		[ ] Dampness [ ] Settlement	Screens Yes	[X] Driveway # of Cars 2
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [ ] WoodStove(s) #	Driveway Surface Concrete
[X] Drop Stair	[ ] Stairs	[X] Other HtPmp Fuel Electric	[X] Fireplace(s) # 1 [X] Fence WdPrvcy	[X] Garage # of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning	[X] Patio/Deck Patio [X] Porch	[ ] Carport # of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other	[X] Pool [X] Other Sprinkler	[ ] Att. [ ] Det. [X] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: 9 Rooms | 3 Bedrooms | 2 Bath(s) | 2,352 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). Granite countertop, plant ledges, high ceiling in living room, tray ceiling in master bedroom, garden tub, pool.
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.

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.

Uniform Residential Appraisal Report

SEM
File No. 16157Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.

There are 3 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 217,000 to $ 223,000 .

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	10110 Bristol Park Road Cantonment	304 Mt. Airy Street Cantonment		727 Mohegan Circle Cantonment		2165 Dovefield Drive Cantonment	
Proximity to Subject		2.5 miles east		3.5 miles north		5 miles east	
Sale Price	$ N/A		$ 240,000		$ 234,900		$ 280,000
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 107.82 sq. ft.		$ 96.67 sq. ft.		$ 108.53 sq. ft.	
Data Source(s)	Inspection	Closed MLS #469330		Closed MLS #492658		Closed MLS #498560	
Verification Source(s)		Public records		Public records		Public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional None	VA None		Conventional None		Conventional None	
Date of Sale/Time	N/A	02/03/2015		03/04/2016		05/31/2016	
Location	Bristol Park	Milestone		Indian Lake		Dovefield Estates	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	1.1556 Acres	0.34 Acres		0.22 Acres		0.58 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	22+/- Years	+/-20 Years		+/-6 Years		+/-16 Years	
Condition	Good	Good		Good		Good	
Above Grade Room Count	Total 9 / Bdrms. 3 / Baths 2	Total 7 / Bdrms. 3 / Baths 3	-3,000	Total 7 / Bdrms. 4 / Baths 2		Total 8 / Bdrms. 4 / Baths 3	-3,000
Gross Living Area 55.23	2,352 sq. ft.	2,226 sq. ft.	7,000	2,430 sq. ft.	-4,300	2,580 sq. ft.	-12,600
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, Patio	Porch, Patio		Porch, Patio		Porch, Patio	
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Site Imprvments	Fence, Sprinkler	Fence, Sprnklr		Fence, Sprnklr		Fence, Sprnklr	
Other	Pool	Pool, YrdBldg	-1,500	Pool		Pool	
Net Adjustment (Total)		[X] + [ ] -	$ 2,500	[ ] + [X] -	$ 4,300	[ ] + [X] -	$ 15,600
Adjusted Sale Price of Comparables		Net Adj. 1.0% Gross Adj. 4.8%	$ 242,500	Net Adj. -1.8% Gross Adj. 1.8%	$ 230,600	Net Adj. -5.6% Gross Adj. 5.6%	$ 264,400

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] 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 [X] 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. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 245,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 245,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

See Attached Addendum

This appraisal is made [X] "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 $ 245,000 **as of** October 27, 2016 **, which is the date of inspection and the effective date of this appraisal.**

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... = $		
Source of cost data	Dwelling Sq. Ft. @ $ ..... = $		
Quality rating from cost service Effective date of cost data	Sq. Ft. @ $ ..... = $		
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			
	Garage/Carport Sq. Ft. @ $ ..... = $		
	Total Estimate of Cost-New ..... = $		
	Less 50 Physical	Functional	External
	Depreciation		= $ ( )
	Depreciated Cost of Improvements ..... = $		
	"As-is" Value of Site Improvements ..... = $		
Estimated Remaining Economic Life (HUD and VA only) 40 Years	INDICATED VALUE BY COST APPROACH ..... = $		

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

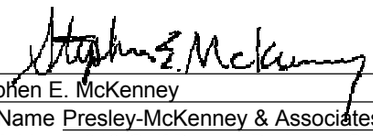
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

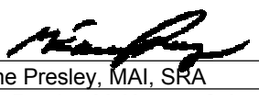
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Stephen E. McKenney
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature and Report 11/14/2016
Effective Date of Appraisal October 27, 2016
State Certification #
or State License # St. Reg. Trn. REA #RI8246
or Other (describe) State #
State FL
Expiration Date of Certification or License 11/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name M. Eugene Presley, MAI, SRA
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature 11/14/2016
State Certification # Cert Gen RZ 103
or State License #
State FL
Expiration Date of Certification or License 11/30/2016

ADDRESS OF PROPERTY APPRAISED
10110 Bristol Park Road
Cantonment, FL 32533

APPRAISED VALUE OF SUBJECT PROPERTY $ 245,000

LENDER/CLIENT
Name Escambia County
Company Name Escambia County, Engineering Dept
Company Address 3363 W. Park Place
Pensacola, FL 32505
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection October 27, 2016

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection October 27, 2016

ADDENDUM

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

Neighborhood Description
The subject neighborhood is at the northern edge of suburban growth of the urbanized areas of the City of Pensacola. With physical barriers to urban growth of Pensacola on the south, east, and west, the northern edge is the default area where any future growth will occur. The subject neighborhood includes established commercial development along US Highway 29 and most of Nine Mile Road. Commercial development and uses are increasing along Nine Mile Road, extending to the west of its intersection with Pine Forest Road. This commercial growth is in response to increasing residential subdivision development in the area over the last 10 to 25 years. Most residential development in this former agricultural-oriented band of the metropolitan area has occurred as branches from Nine Mile Road, Kingsfield Road, and Pine Forest Road.

Comments on Sales Comparison
From our research of the market area, three sales have been selected to which to compare the subject. These sold properties bracket the subject for home size and are of similar quality of construction. The subject property has had significant interior renovations within the last two years. Sale One has had similar renovations. The subject has a similar effective age to Sales Two and Three.

Sales One and Three require adjustment for having a third bathroom. Size adjustments have been applied to all sales with the subject being most similar to Sale Two for this characteristic. The only other adjustment is given to Sale One to account for the subject's lack of a yard building.

Following all adjustments, the sales show a range of market value for the subject property between $230,600 and $264,400. With weight to each, it is our opinion that the sales indicate a current market value of $245,000 for the subject property.

Final Reconciliation
Of the three approaches to value, the direct sales comparison approach is the most reliable in rendering an opinion of market value for the subject property. With the subject involving a recently renovated home of over 22 years old, development of the cost approach is not considered as reliable a method of determining current market value as the direct sales comparison approach. Development of the cost approach is most applicable with new construction located in areas where recent sales of similar vacant lots are abundant and the market area has a reasonable supply of newly built, speculative homes inventory. Development of the income approach is most reliable in markets where there are an abundance of rental properties; homes within the subject neighborhood are almost entirely owner-occupied. Based on the research and analysis, we estimate the current market value of the subject property as $245,000.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: October 27, 2016
Appraised Value: $ 245,000



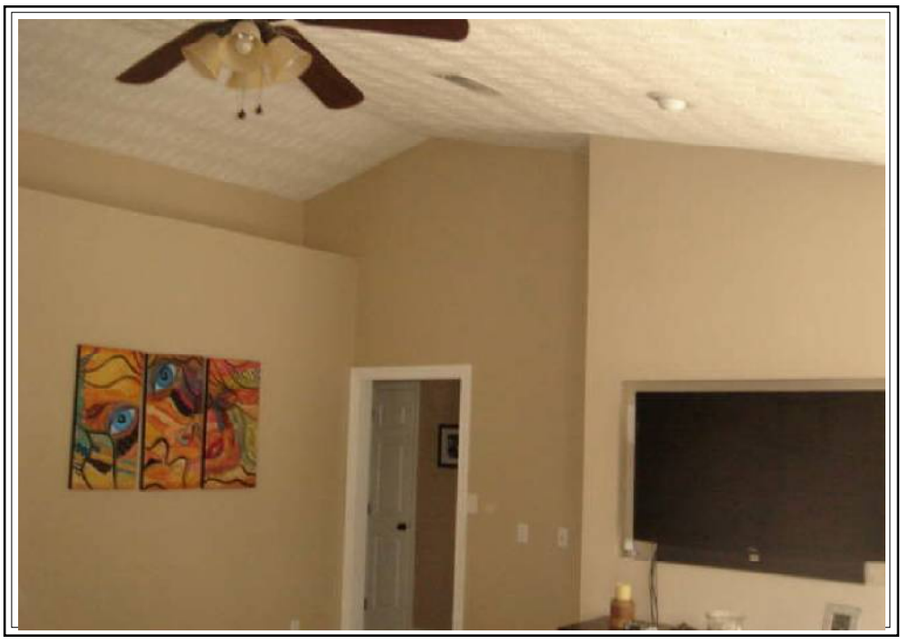
REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Living Room



View of Florida Room



View of Kitchen

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Office



View of Dining Room



View of Master Bedroom

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Master Bath



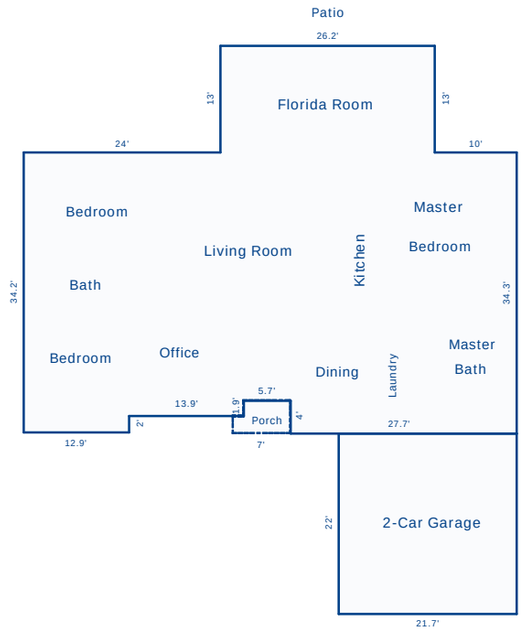
View of Bath



View of Pool

FLOORPLAN SKETCH

Borrower: N/A	File No.: 16157Z8	
Property Address: 10110 Bristol Park Road	Case No.: SEM	
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

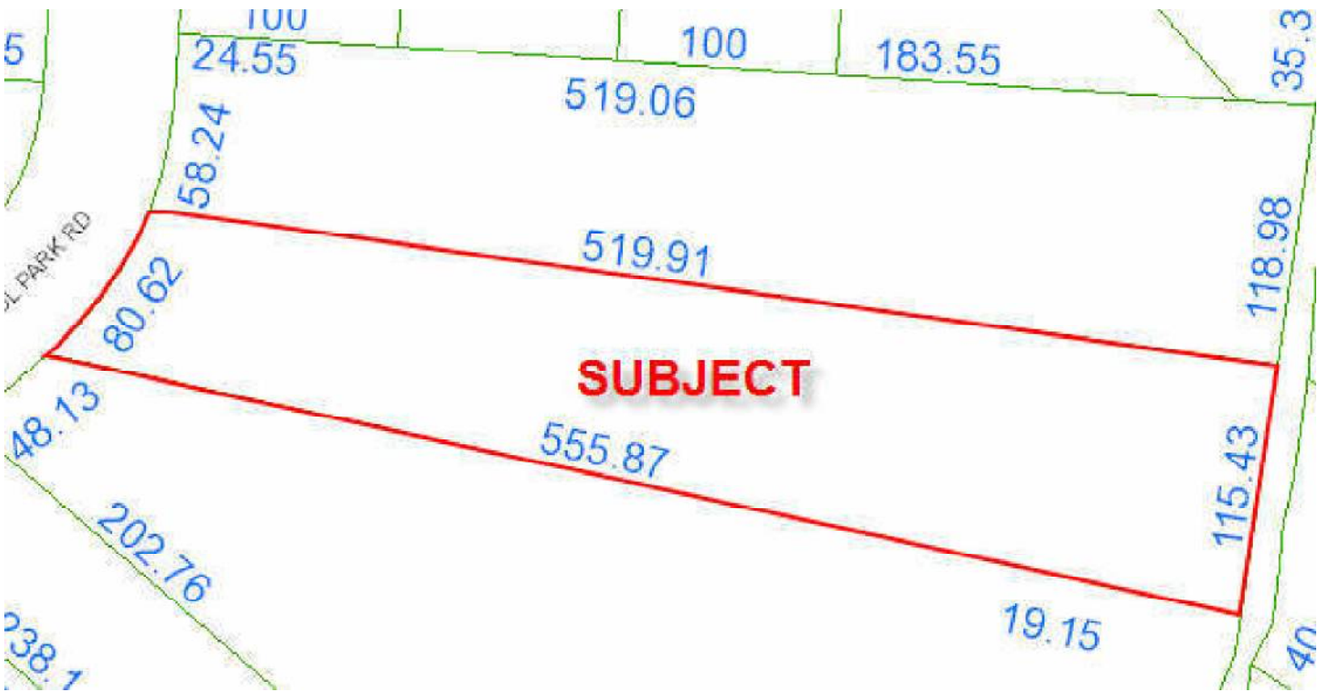
Code	Description	Net Size	Net Totals
GLA1	First Floor	2352.18	2352.18
GAR	Garage	477.40	477.40
P/P	Porch	25.53	25.53
Net LIVABLE Area		(rounded)	2352

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
2.0	x	12.9	25.80
13.0	x	26.2	340.60
4.0	x	27.7	110.80
30.3	x	60.2	1824.06
1.9	x	26.8	50.92
5 Items		(rounded)	2352

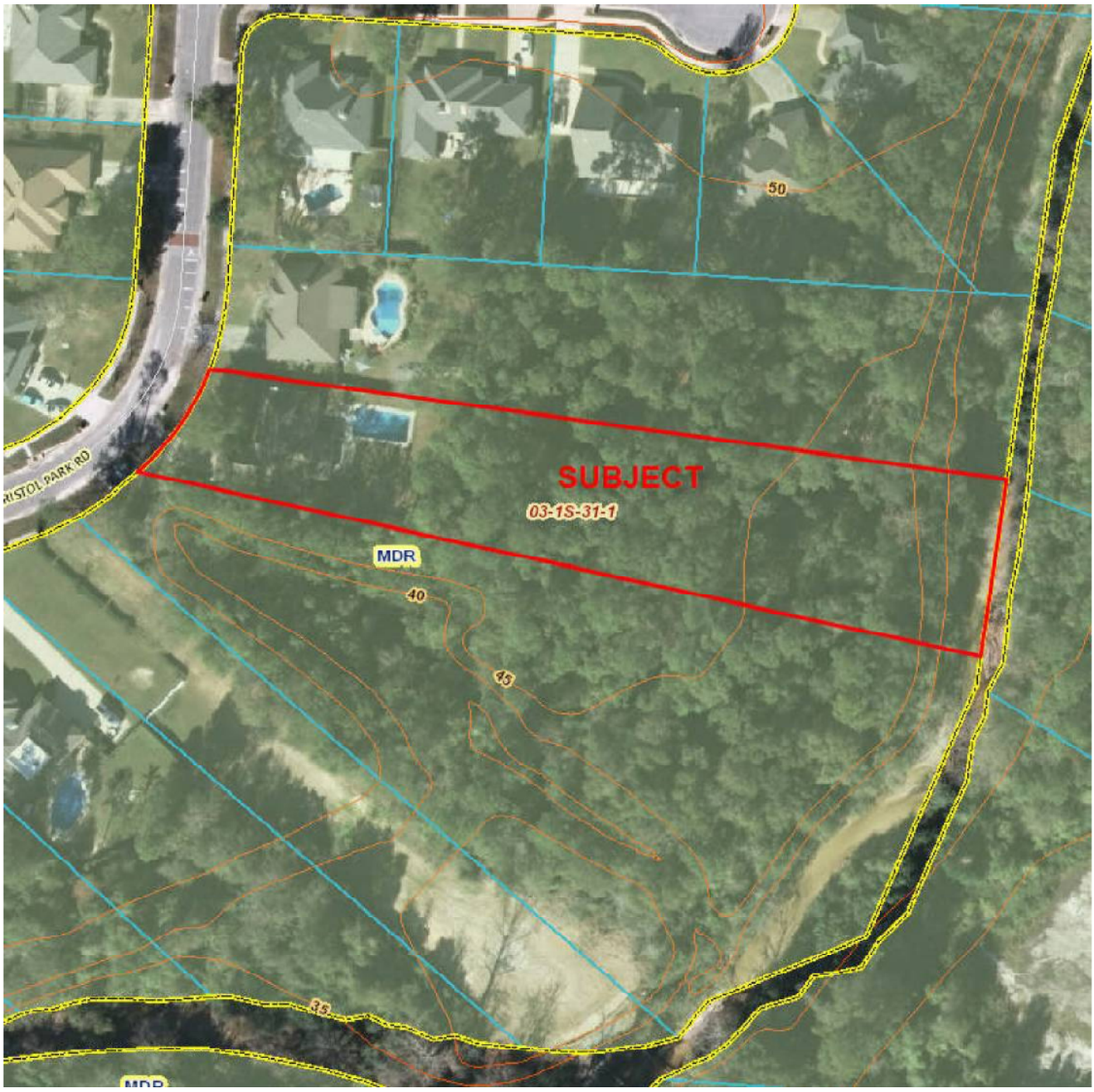
PLAT MAP

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



AERIAL PHOTOGRAPH

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE SALE #1

304 Mt. Airy Street
Cantonment
Sale Date: 02/03/2015
Sale Price: $ 240,000



COMPARABLE SALE #2

727 Mohegan Circle
Cantonment
Sale Date: 03/04/2016
Sale Price: $ 234,900

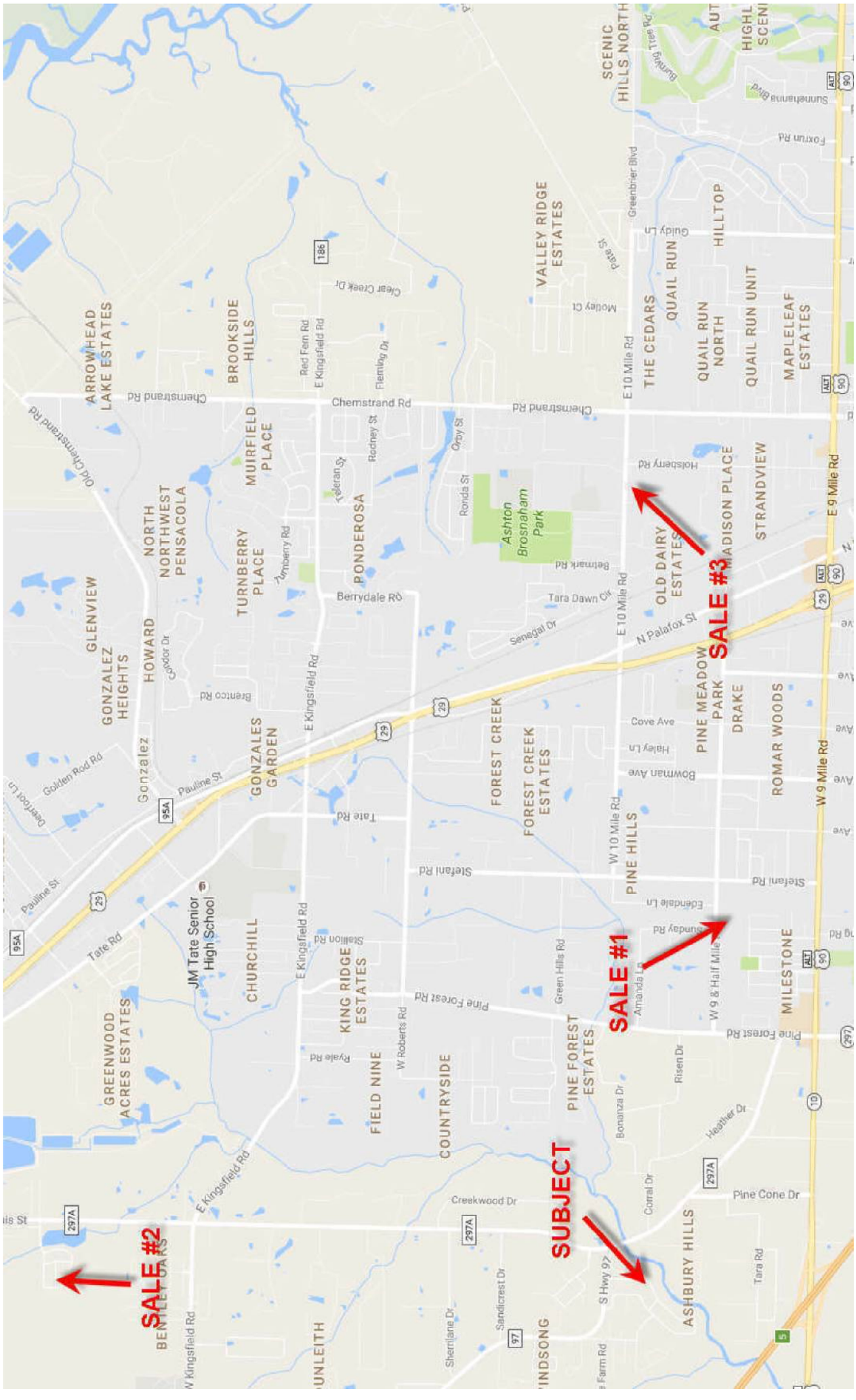


COMPARABLE SALE #3

2165 Dovefield Drive
Cantonment
Sale Date: 05/31/2016
Sale Price: $ 280,000

LOCATION MAP

Borrower: N/A		File No.: 16157Z8
Property Address: 10110 Bristol Park Road		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



SEM
File No. 16157Z8

USPAP ADDENDUM

Borrower: N/A
Property Address: 10110 Bristol Park Road
City: Cantonment County: Escambia State: FL Zip Code: 32533
Lender: Escambia County, Engineering Dept

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-180 days.

Exposure time is the estimated length of time that the proeprty interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to be exposed for three to six months on the open market of the effective date of this appraisal, at the appraised market value.

Additional Certifications

[X] I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property with the appraiser; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature: Stephen E. McKenney
Name: Stephen E. McKenney
Date Signed: 11/14/2016
State Certification #:
or State License #: St. Reg. Trn. REA #RI8246
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Effective Date of Appraisal: October 27, 2016

SUPERVISORY APPRAISER (only if required):

Signature:
Name: M. Eugene Presley, MAI, SRA
Date Signed: 11/14/2016
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [ ] Exterior-only from street [X] Interior and Exterior

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Garner - 2701 Silhouette Drive









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311500027002
Account:	090238330
Owners:	GARNER FRANCES M
Mail:	2701 SILHOUETTE DR CANTONMENT, FL 32533
Situs:	2701 SILHOUETTE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$114,715	$147,965	$127,889
2015	$33,250	$109,740	$142,990	$127,000
2014	$24,938	$74,365	$99,303	$99,303

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2002	4933	270	$138,000	WD	View Instr
03/1994	3541	13	$116,700	WD	View Instr
06/1993	3387	335	$21,000	WD	View Instr
06/1993	3383	632	$16,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 27 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 4933 P 270

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.5520

Zoned:
MDR

Evacuation & Flood Information
Open Report



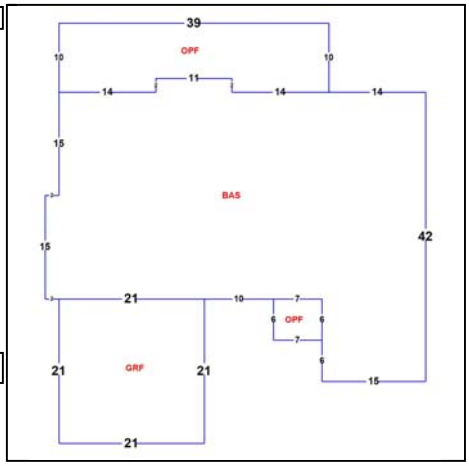
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2701 SILHOUETTE DR, Year Built: 1994, Effective Year: 1994

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2673 Total SF

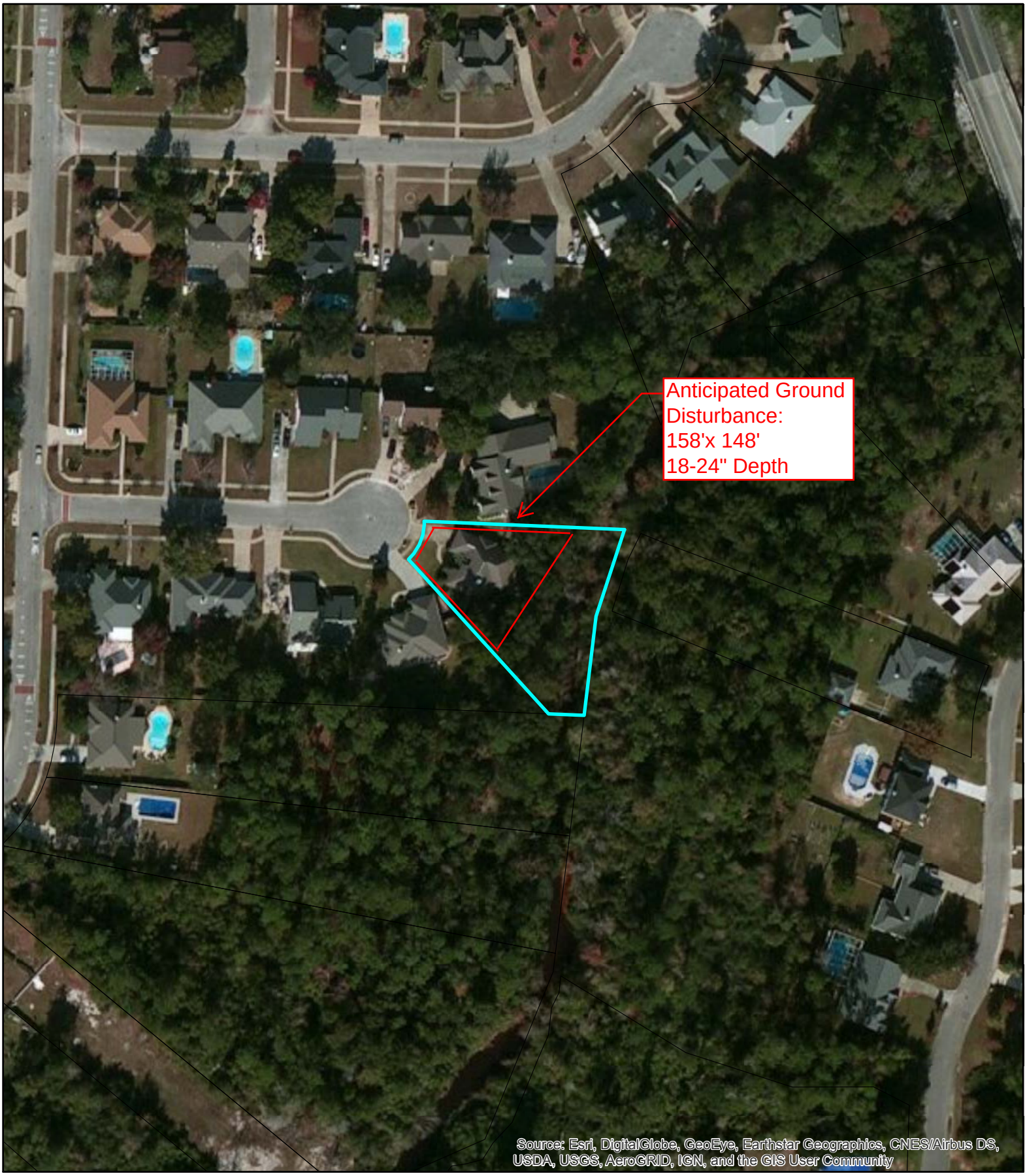
BASE AREA - *1822*
GARAGE FIN - *441*
OPEN PORCH FIN - *410*

Images



8/15/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Garner Parcel
2701 Silhouette Drive

N

30 15 0 30 Meters

Bristol Park [redacted]

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Frances M Garner
Address of property adjoining 11-Mile Creek: 2791 Silhouette DRIVE Cantonment, FL 32533
Phone Number(s): (850) 780-0073
Email address (optional): emmygarner@hotmail.com
How many years have you lived at this location? in July it will be 15 years Yrs.

1. Are you current owner of the property? Yes: ☐ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:

☑ Home flooding:	★ Depth of flooding: 4 feet 6 inches	- flood line
☐ Severe yard flooding of extended duration:	Depth of flooding: ____ feet ____ inches	Sheet Rock
☐ Severe street flooding of extended duration:	Depth of flooding: ____ feet ____ inches	ruined to
☐ Other: _____	Depth of flooding: ____ feet ____ inches	8!

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☑ No: ☐

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

★ I did not see the water at its height (I was in the water at the other end of the subdivision. I tried to leave but got stuck in the water for 2 hrs. At the

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No _____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ _____

I Paid for house Rebuild:
$ 12700 = Mitigation
$ 91 025 = rebuild
$103,725 = my costs/reinvested

I Rec'd:
Insurance = 88 982.00
FEMA = 14000.00
TOTAL $102 982

I paid - Fences $1500
clean rod $4000

my insurance (mortgage company) did on-site verification

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? _____
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment?_____
If so, how much ICC funds do you plan on receiving?_____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: I must be $11,000

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: $3000
I am not sure but I think this money was designated for housing

Owner Name: Frances M Garner

Property Address: 2701 Silhouette Drive

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Frances M Garner _____

Signed Signed

Date 2-12-2017

I lived 4 different places after the flood waiting to get my house back livable so I had trouble keeping my paperwork organized. I can't find any of the FEMA papers but I have a note to myself that they paid me $14,000.

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address:
2701 Silhouette Daine
Cantonment, Fl. 32533

Owner(s) Mailing Address:
2701 Silhouette Drive
Cantonment, Fl. 32533

Owner(s) Name(s):
Frances Macauley Garner

Contact Telephone Number:
850 780 0073

Contact Email Address:
emmygarner@hotmail.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Frances M Garner
Owner's Signature

2-12-2017
Date

Owner's Signature

Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

☑ I am a citizen or non-citizen national of the United States.

☐ I am a qualified alien of the United States.

☐ Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
FRANCES M GARNER	Frances M Garner	12-04-1938	2-12-2017
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
2701 Silhouette Drive	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 2701 Silhouette Drive

Structure Data Summary			
Community			Escambia County
Address			2701 Silhouette Drive
Owner Name			Garner
Total Square Footage			2673
Living Square Footage			1822
Year Built			1994
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$147,965.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$184,956.25
Independent Appraised Value or Average Value of Independent Appraisals			$195,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$12,883.86
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	859.44	SY	$3,979.23
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	7.74	1000 SF	$3,666.39
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$29,775.48
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$25,565.23**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$511.30
Final Total Pre and Post-Construction Cost			**$656.70**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$4.60
Property Tax (to be prorated)			$1,375.01
Recording Fees			$50.00
Final Closing Costs			**$2,229.61**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$235,101.54**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value Property taxes are estimated based on 2016 taxes due.

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:	2701 Silhouette Drive Cantonment, Florida 32533	B&A Job#:	RE16JP8632
		Effective Date of Value:	August 26, 2016
County:	Escambia	Date of Inspection:	August 26, 2016
Tax Parcel #:	03-1S-31-1500-027-002	Nature of Subject Property:	Single Family Dwelling
Owner:	Frances M. Garner	Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of a 25,345 SF residential lot improved with a detached 1,850 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

ONE HUNDRED NINETY FIVE THOUSAND DOLLARS
$195,000
*****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. **We were permitted to measure and photograph the exterior of the subject property; however the owner refused to allow us access to inspect the interior. Our analysis of the subject property is based on the extraordinary assumption that the subject interior is as described in our analysis and of average condition..**
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 transaction involving the subject property occurred on June 25, 2002, when Frances M. Garner (grantee) acquired the subject property from Alan D. Vickory, et al (grantor) for $138,000. The transaction occurred via a Warranty Deed recorded in OR Book 4933, Page 0270.

Neighborhood & Market Analysis

Comments: The subject neighborhood is located just north of Pensacola, FL and is bound to the west by the Alabama state line, to the north by the rural areas of North Escambia County, to the east by US Hwy 29 and to the south by Michigan Ave. The area is a suburban location to the more populous areas in the City of Pensacola. This is a popular area and there is abundant residential and commercial growth seen throughout the neighborhood. The primary traffic corridor through the neighborhood is W 9 Mile Road. Commercial uses area located along 9 Mile Road while residential development is typically seen in neighborhoods located off of the primary roadways. Residential support services are seen throughout the neighborhood including, retail, grocery, convenience stores, hospitals, doctors and professional offices.

Property Description

Assessment/Taxes	$147,965 / $1,418.30	Utilities	All available
Site Size:	25,345 SF per plat	Zoning	MDR; Medium Density Residential
FEMA Flood Zone	"X" and "AE"	Soil Type	Garcon-Bigbee-Yemassee complex, occasionally flooded (Poorly Drained)
Site Frontage	39.47-ft Silhouette Drive	Road Type	Typical 2-lane asphalt paved road
Property Type	Detached Single Family	Current Use	Single Family Residential
Building Area (SF)	1,850-SF	Source of Bldg. Area	Appraiser's measurements
Year Built	1994 (per Assessment)	Conformance to Zoning	Conforming
Effective Age	5-years	Rem. Econ. Life	45-years
Bedroom/Bath Count	3-bed / 2-bath	Occupancy	Owner
Quality	Average	Condition	Average
Foundation	Concrete	Wall and Roof Covering	Brick exterior with composition shingle roof
Ceiling & Wall Coverings	Finished drywall	Flooring	Carpet and tile
Doors	Decorative entry doors and sliding glass door at rear	Windows	Insulated windows in vinyl frames
HVAC	Central HVAC	Lighting	Mix of incandescent, fluorescent and recessed fixtures
Appliances & Fixtures	Average quality	Parking	2-Garage

Comments about the subject property: The site is level from the street to just beyond the rear of the dwelling, then drops steeply down to the creek along the rear boundary. The upland portion was dry and it appears the site has benefitted from prior fill activity. We observed good quality landscaping in the yard that appears to be well maintained. As previously stated we were not allowed to inspect the interior of the dwelling. We found the exterior of the dwelling to be in average condition with no known issues of deferred maintenance. We are aware many dwellings in the area were affected by flooding in 2014 and have undergone extensive renovation. Based on our observation it appears the subject has been recently renovated thus we estimate an effective age of 10 years despite its actual age of 22 years. For purposes of our analysis we assume the quality of finishes in the subject dwelling are average.

Highest and Best Use

Comments: Based on the zoning classification, the specific design of the structure, and the surrounding uses the maximally productive use of the subject is deemed to be to for continued occupancy as a single family residential dwelling.

The Sales Comparison Approach

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property. We have gathered several sales and listings of comparable properties within the subject's general area, but have relied upon the most similar comps in arriving at an indication of value for the subject. Data sheets relative to these comps are attached.

Below are sales comparison grid(s) that summarize the amenities of the subject property and those of the comps that are perceived to cause variation in price. A unit of comparison is identified in the grid(s). A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comps for size.

The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property. Adjustments are applied to the calculated unit of comparison to account for observed differences between the subject and the comps. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.
Following are the adjustment grids.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

IMPROVED RESIDENTIAL SALES COMPARISON APPROACH

Select Unit of Comparison: Total Price

Justification for Unit of Comparison: Whole transactions are typical in the marketplace.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		COMPARABLE NO. 4	
Address	2701 Silhouette Dr Cantonment, FL	10070 Bristol Park Rd Cantonment, FL		10020 Bristol Park Rd Cantonment, FL		10011 Bristol Park Rd Cantonment, FL		9940 Bristol Park Road Cantonment, FL	
Proximity to Subject	N/A	Same Development		Same Development		Same Development		Same Development	
Sales Price	N/A		$220,000		$223,000		$210,000		$168,000
Price/Gross Living Area		$88.96		$94.29		$95.72		$92.56	
Verification Source	N/A	MLS #494386, Agent		MLS #493594, Agent		MLS# 478324, Agent		MLS# 493048, Agent	
OR Book/Page	N/A	OR Book 7494; Page 1395		OR Book 7546; Page 1656		OR Book 7342, Page 601		OR Book 7507, Page 628	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust
Sale/Financing Concessions		None		None		None		None	
Date of Sale/Time		Mar-16		Jun-16		May-15		Apr-16	
Location	Bristol Park	Similar		Similar		Similar		Similar	
Financing	All Available	Cash to seller		Similar		Similar		Similar	
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length		Arm's Length	
Buyer Expenditures	None	None		None		None		None	
Time/Mkt Conditions	Aug-16	6-DOM		85-DOM		Unknown		Unknown	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site	23,545-SF +/-	28,445-SF +/-		34,159-SF +/-		19,166-SF +/-		8,927-SF +/-	$10,000
View	Residential/Buffer	Residential/Buffer		Residential/Buffer		Residential/Inferior	$5,000	Residential/Inferior	$10,000
Design and Appeal	Brick/Average	Brick/Average		Brick/Average		Brick/Average		Brick/Average	
Quality of Construction	Average	Good/Superior	-$5,000	Good/Superior	-$5,000	Average/Similar		Average/Similar	
Age	A22/E5	A19/E5		A24/E5		A23/E5		A8/E5	
Condition of Prop.	Average	Similar		Similar		Similar		Similar	
Room Count	3 2.0	4 2.0		3 2.0		4 2.0		4 2.0	
Gross Living Area	1,850	2,473	-$15,575	2,365	-$12,875	2,194	-$8,600	1,815	
Bsmnt/Finished Below Grd	None	None		None		None		None	
Functional Utility	Average	Average		Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central		FWA/Central		FWA/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical		Typical	
Garage/Carport	2-Garage	2-Garage		2-Garage		2-Garage		2-Garage	
Porch, Patio, Deck, Fireplace(s), etc.	Covererd Porch, fireplace	Sunroom, deck, outbuilding, fireplace	-$5,000	Gazebo, outbuilding, screened porch	-$10,000	Inground pool, outbuilding, fireplace	-$10,000	Patio, fireplace	$5,000
Net Adj. (total)			-$25,575		-$27,875		-$13,600		$25,000
Adjusted Sales Price	Net % Adjustment	-12%		-13%		-6%		15%	
of Comparable	Gross % Adjustment	12%	$194,425	13%	$195,125	11%	$196,400	15%	$193,000

Analysis of Sales: The selected comps represent sales of competitive residential dwellings in the subject area. Comp 4 is adjusted positively for its inferior site size. The subject and two comps back up to a greenbelt providing an insulating buffer. Comp 3 does not have a buffer and is adjusted positively. Comp 4 is located near a county retention pond and a utility structure and is adjusted positively for these inferior views. Comps 1 and 2 have superior quality interior finishes and are adjusted negatively. Adjustments are made as needed to account for differences in gross living area. Adjustments are applied to the comps to account for differences in amenity when compared to the subject property. The adjustment to Comp 1 is modest as its sunroom is included in the gross living area. The adjusted comps provide a range of values from $193,000 to $196,440 and average $194,738. We reconcile at a rounded $195,000 for the subject property.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

LAND VALUATION – SALES COMPARISON APPROACH

Analysis of Land Sales and Reconciliation:

COST APPROACH

Replacement-Cost-New		$ -
Less Depreciation		
Physical	$0	
Functional	$0	
External	$0	
Total Depreciation		$ -
Depreciated Cost of Building Improvements		$ -
Depreciated value of site improvements*		
Land Value Opinion		
Entrepreneurial Profit 0%		$ -
Indicated Value by Cost Approach		$ -
Indicated Value by Cost Approach "R"		

Comments on Costs, Depreciation, Stories, etc… We have not utilized a Cost Approach in this appraisal because of the age of the improvements and we do not believe this approach is indicative of value.

Analysis of cost data and reconciliation:

INCOME CAPITALIZATION APPROACH

Income			
Potential Gross Income:			$ -
Other Income			$ -
Gross Income:			$ -
Less Vacancy/Collection Loss @			$ -
Effective Gross Income			$ -
Expense Reimbursements			$ -
Total Income			$ -
Operating Expenses			
Reimbursed Expenses:			
Property Taxes	$ -		
Insurance	$ -		
Total Reimbursed Expenses:	$ -		
Non Reimbursed Expenses:			
Management/Payroll			
Property Taxes			
Building Insurance			
Maintenance			
Reserves			
Miscellaneous (Legal, Acct., etc.)			
Total Non Reimbursed Expenses	$ -		
Total Expenses			$ -
Net Operating Income			$ -
Estimated Value by Direct Capitalization*			
Estimated Value by Direct Capitalization "R"*			**$ -**

Comments on Income, Rents, etc. We have not utilized an Income Capitalization Approach or a Rent Multiplier Approach in this appraisal of a single-family residence because: (1) there is an inadequate number of comparables in the marketplace that have sold while rented in order to produce indications of a credible multiplier AND/OR (2) the market indications for the multiplier are so divergent and occupy such a wide range as to be inconclusive AND/OR (3) the motivations of buyers and sellers in the market place are not for investment/income production, but rather for occupancy and amenity.

Vacancy Expenses and Cap Rate: n/a

Analysis of income data and reconciliation: n/a

FINAL RECONCILIATION

The indications of value by the various approaches are:

Sales Comparison:	$195,000
Income	Not Used
Cost	Not Used

With all weight placed on the sales comparison approach, as it is the most applicable approach, we reconcile at $195,000 for the subject property. (Fee-Simple).

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) **buyer and seller are typically motivated;**
2) **both parties are well informed or well advised and each acting in what they consider their own best interests;**
3) **a reasonable time is allowed for exposure in the open market;**
4) **payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and**
5) **the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

(USPAP, as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/12-12/31/13).)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. **.This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**
2. **No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.**
3. **The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.**
4. **Responsible ownership and competent property management are assumed unless otherwise stated in this report.**
5. **The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.**
6. **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
7. **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
8. **It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.**
9. **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.**
10. **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.**
11. **Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.**
12. **It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.**
13. **The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.**
14. **Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.**
15. **Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.**
16. **The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.**
17. **Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.**
18. **Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.**

SCOPE AND EXTENT OF DATA COLLECTION AND ANALSIS

The SCOPE of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, County Property Appraiser, Planning and Zoning Department, County Public Records, County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications, and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood, and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing this appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography. The appraisers together certify that the property has been inspected sufficiently to insure that a credible value opinion has been achieved.

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search for comparable land sales was limited to the areas proximate to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. Data sources employed for the selection of comparable sales included the Multiple Listing Services for Pensacola and Metro Market Trends (regional data base). Additional Comments on scope:

CERTIFICATION

We certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography.
9. No one provided significant professional assistance to the person(s) signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; David Singleton, MAI, MBA, FL Cert Gen RZ 3501 & AL Certified General Real Property Appraiser G01003; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; Rosanna Banks, Clerical and Davis Allen, Clerical. Any Trainee contributing to this report has contributed no more than 16 hours in the appraisal process.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, and David C. Singleton, MAI have the completed the requirements of the continuing education program of the Appraisal Institute.
14. This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal" .
15. We certify that we have not appraised this property within the previous three years.
16. I certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.
17. I am (We are) competent to appraise this property.

Signature	R. Shawn Brantley, MAI	John Price
Name	R. Shawn Brantley, MAI, CCIM	John Price
License	State Certified General Appraiser, FL #RZ289	State Registered Trainee Appraiser, RI23955, FL
State	State Certified General Real Property Appraiser, AL G00419	Trainee Real Property Appraiser, T02003, AL

ADDENDA

Subject Photographs

Photographs of subject 8/26/16



Viewing east at subject property from Silhouette Drive



Viewing northwest at rear of subject property



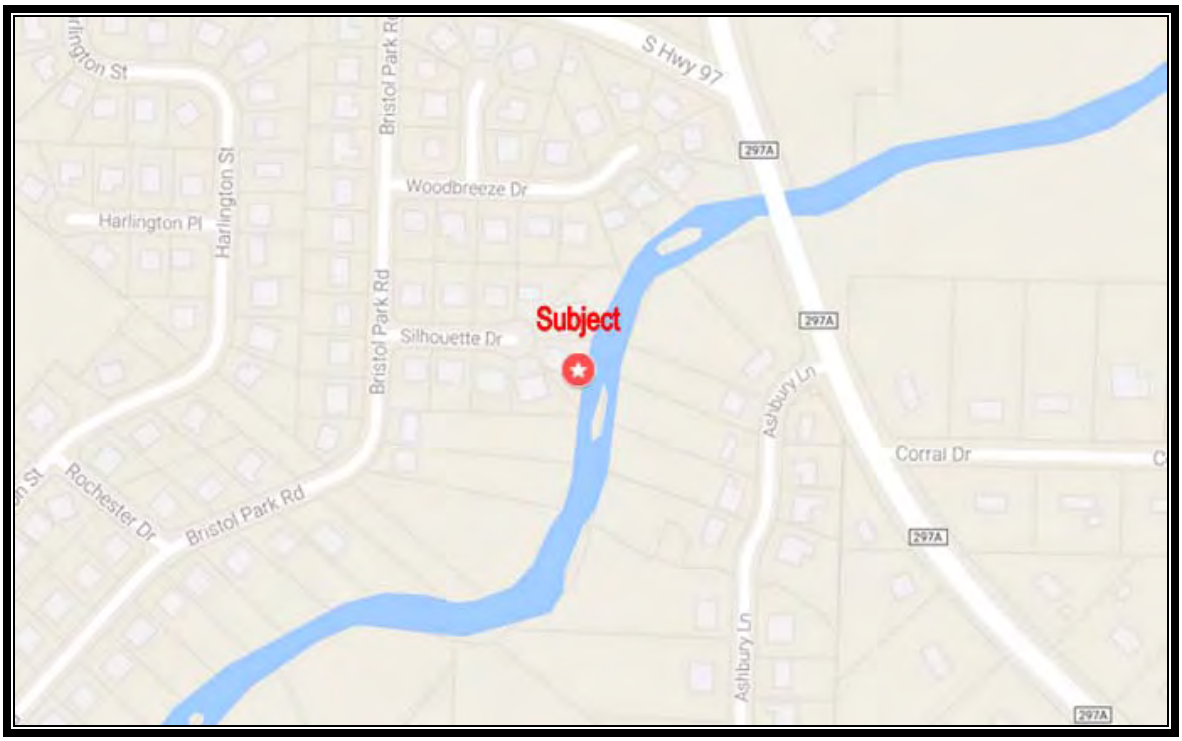
Viewing south at rear yard of subject property



Viewing west along Silhouette Drive, subject not in photo

LOCATION MAP OF SUBJECT PROPERTY



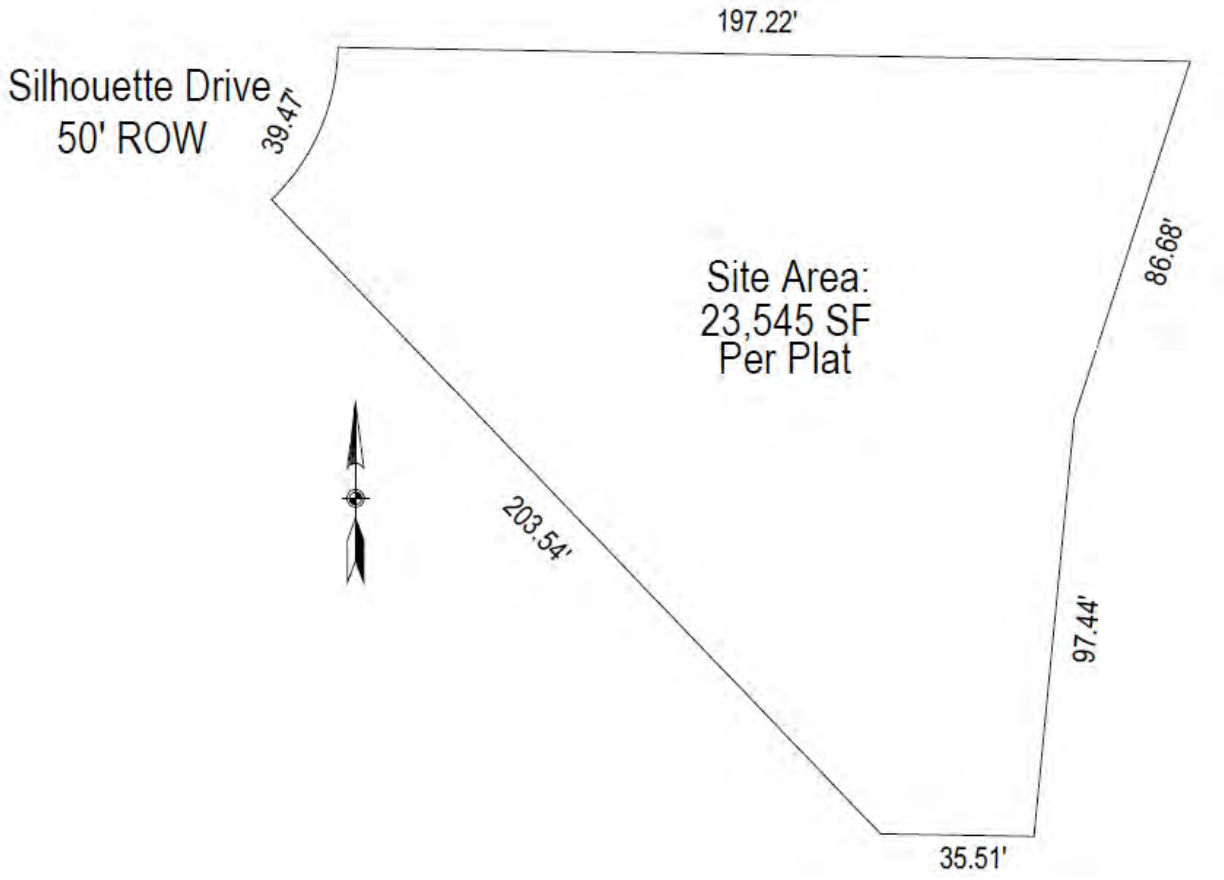


AERIAL MAP OF SUBJECT AND NEIGHBORHOOD

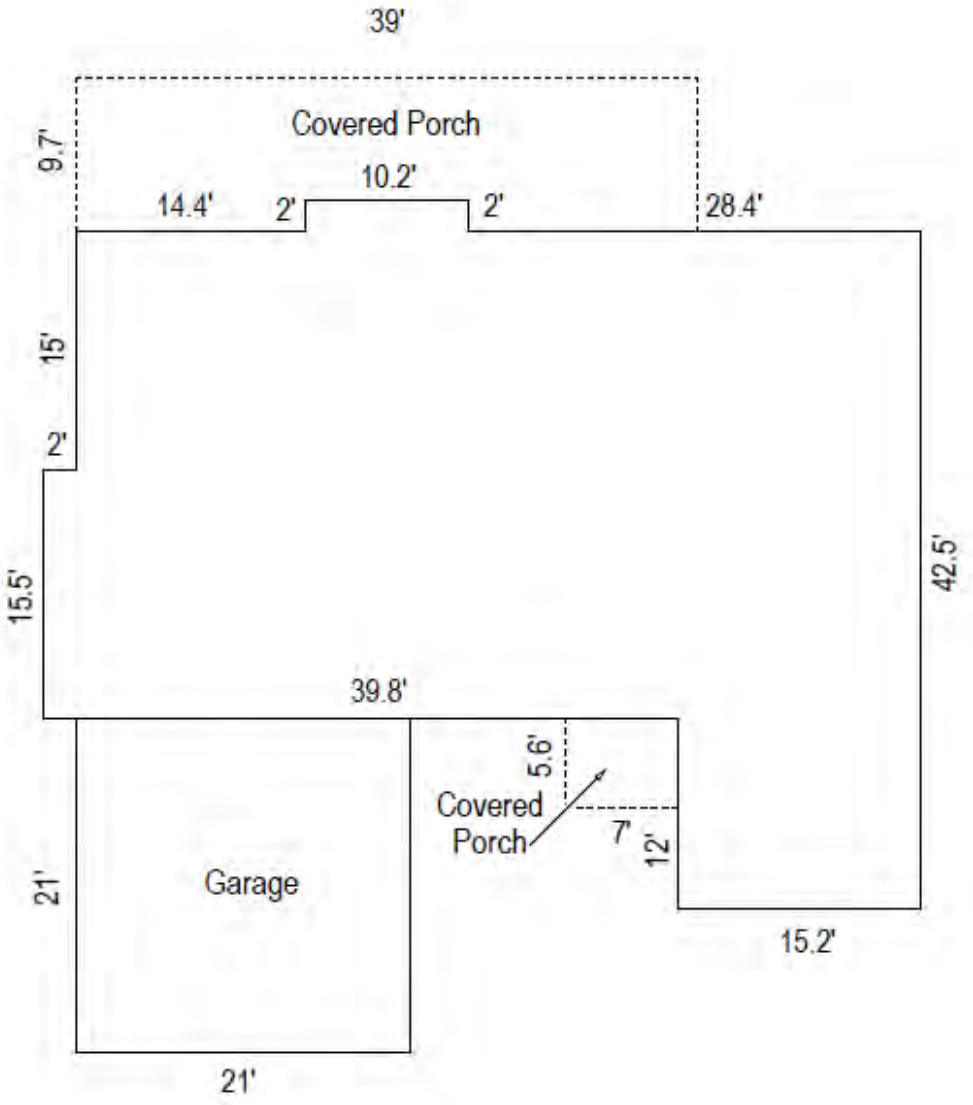




SKETCH OF SUBJECT SITE



SKETCH OF IMPROVEMENTS



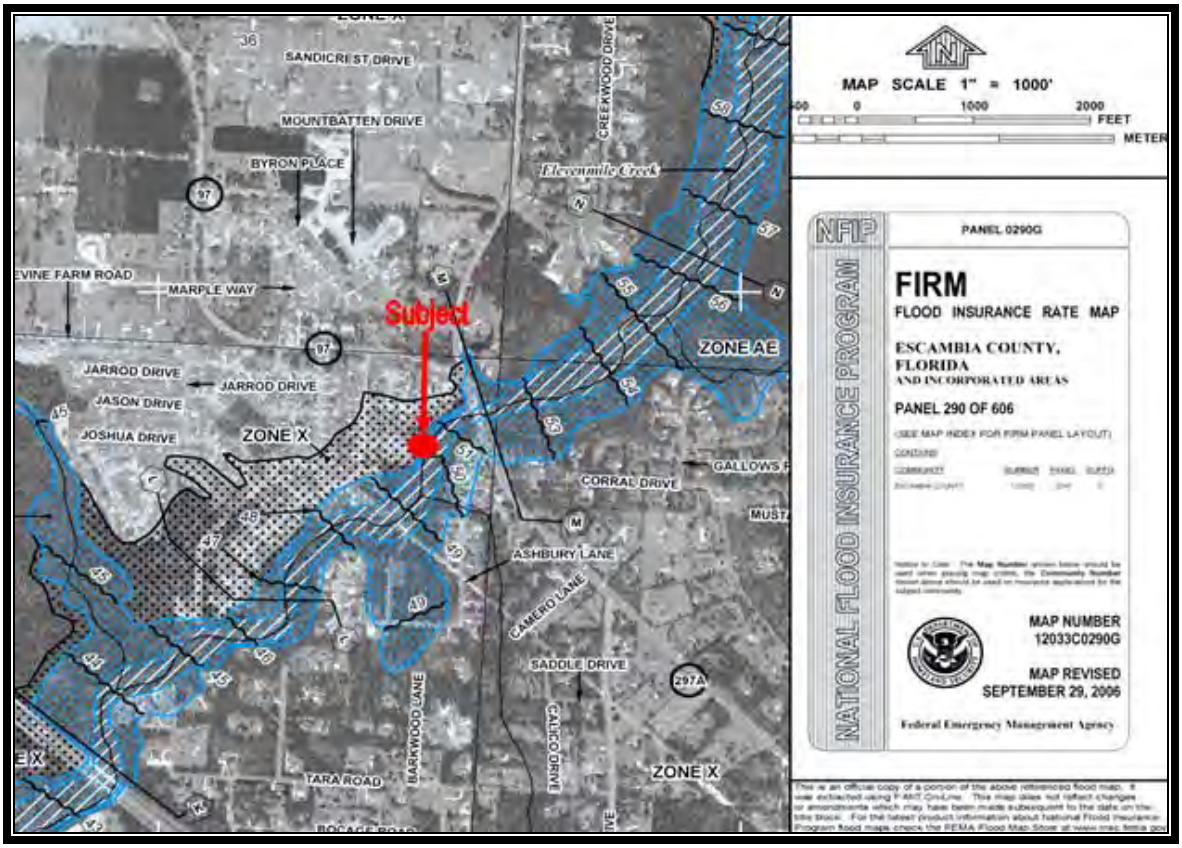
IMPROVEMENTS	
Dwelling	1,850 -SF
Garage	441 -SF
Covered Porch	397 -SF

SOIL SURVEY MAP



Number	Soil	Slope %	Drainage	Soil Material and Characteristics
46	Garcon-Bigbee-Yemassee complex, occasionally flooded	0-5	Poorly Drained	This map unit consists of the somewhat poorly drained Garcon and Yemassee soils and the excessively drained Bigbee soil. It is on flood plains and low terraces in the central and northern parts of the county. This map unit is suited to pines and hardwoods. The potential productivity is moderately high for slash pine, longleaf pine, loblolly pine, and hardwoods. The main management concerns are an equipment limitation, seedling mortality, and plant competition. The seasonal high water table and the flooding restrict the use of equipment to periods when the soils are dry. This map unit is not suited to most urban and recreational uses. The flooding and wetness are severe limitations affecting most uses. Buildings can be elevated above the expected level of flooding by constructing them on pilings or on well-compacted fill.
99	Water			

FEMA FLOOD MAP OF SUBJECT PROPERTY



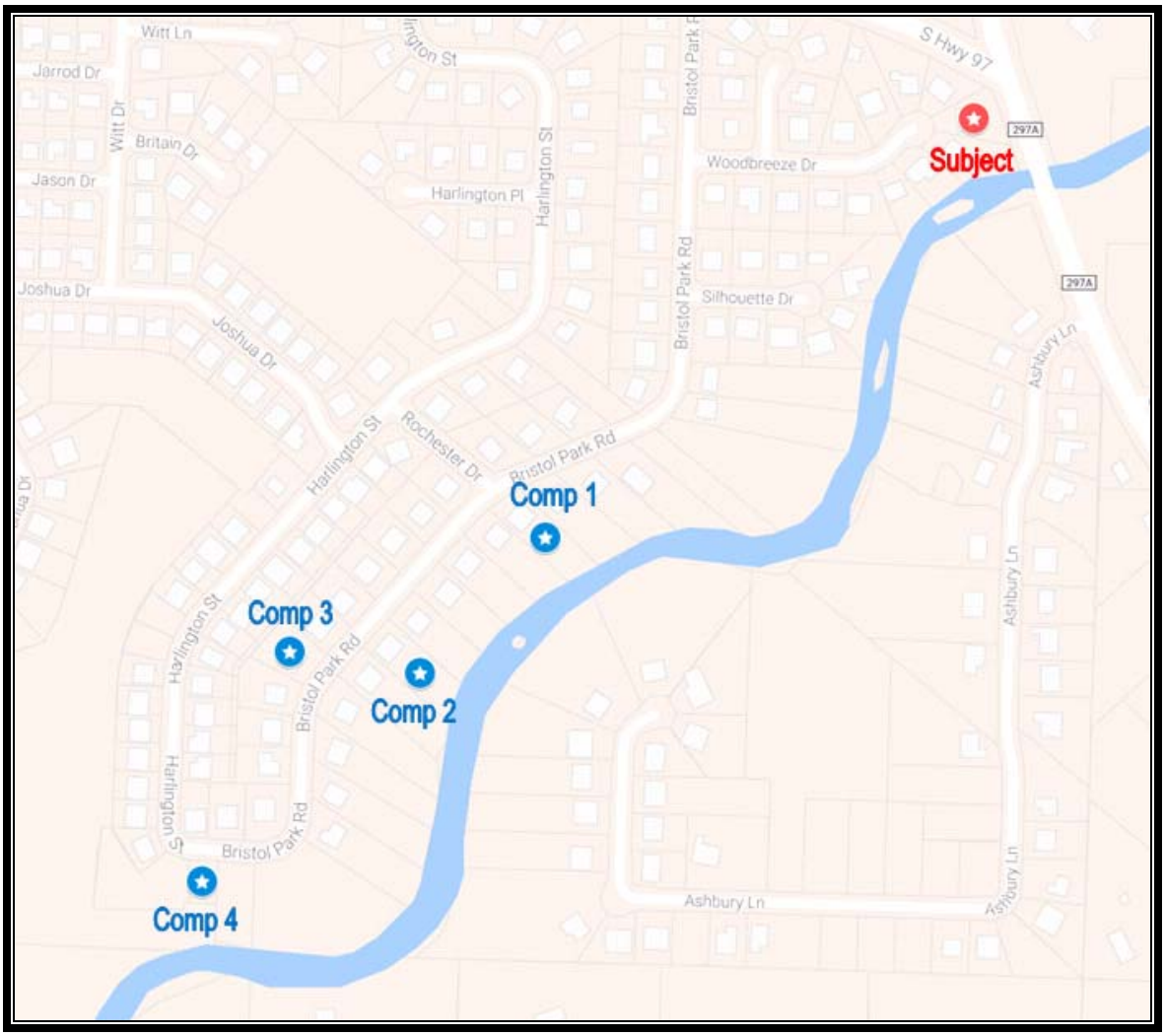
T The subject site is contained on FEMA Map Panel 12033C0290G, dated 9/29/2006. According to the map panels, the entire subject property is located in an area designated with a 0.2% chance of annual flooding and an area designated as an “AE” flood zone.

ESCAMBIA COUNTY FLOOD MAP OF SUBJECT PROPERTY



The grapic above is an excerpt from the Escambia County GIS indicating flood mapping for the subject (outlined in red) and the surrounding area. The Escambia County Flood Map indicates the westernmost area of the subject property is located in an area of 0.2 percent annual chance of flooding. The easternmost area is located in a Flood Zone “AE”.

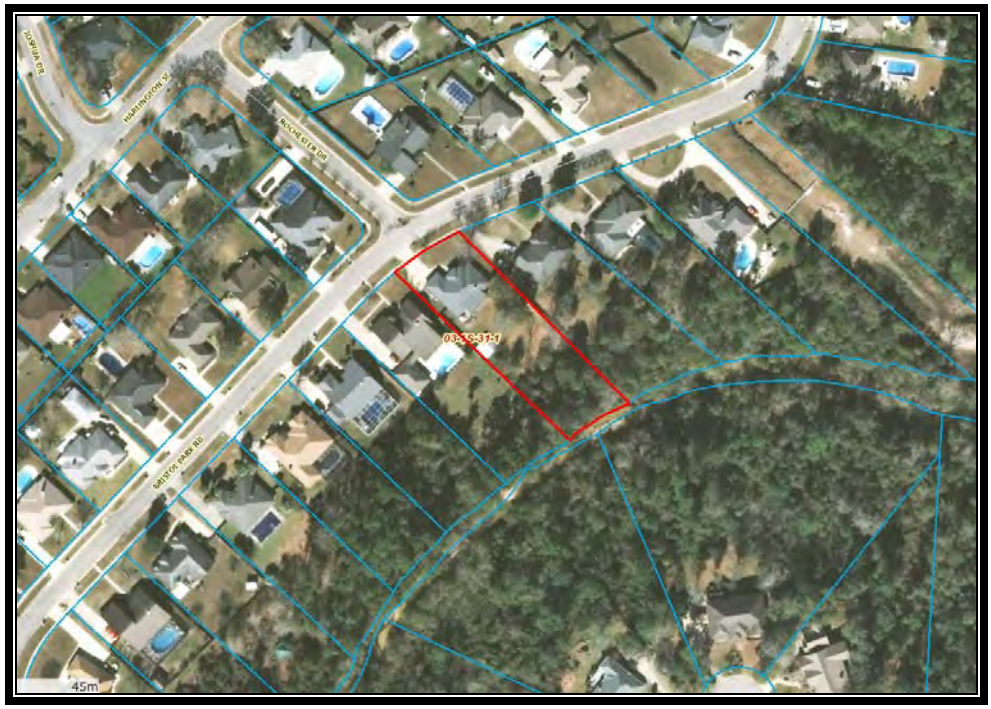
LOCATION MAP FOR SUBJECT AND IMPROVED COMPARABLES



PHOTOGRAPH OF IMPROVED COMPARABLE 1



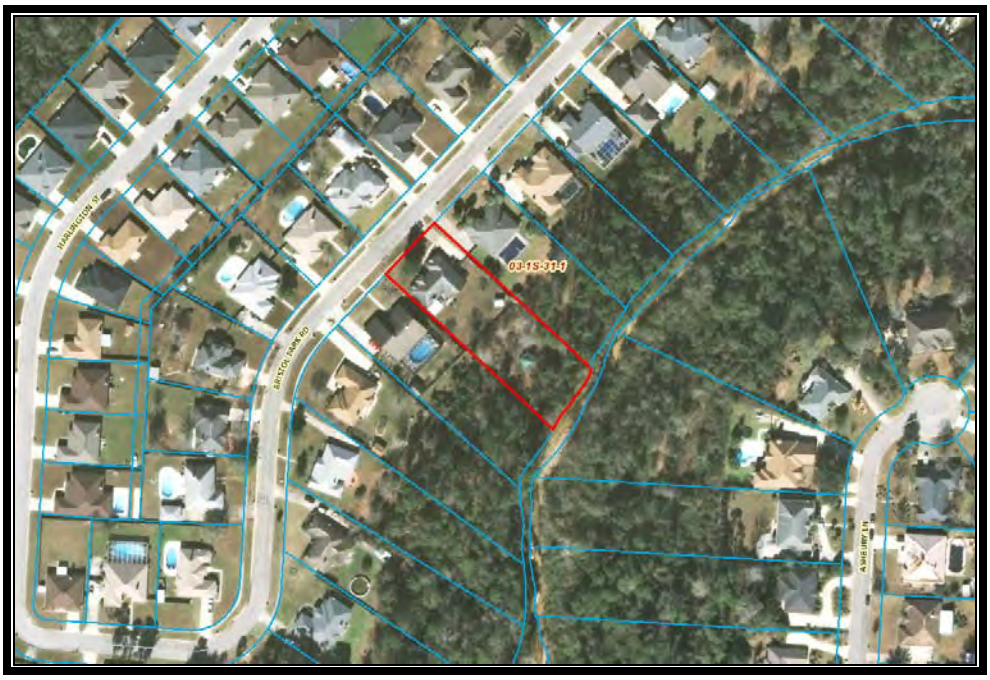
AERIAL MAP OF IMPROVED COMPARABLE 1



PHOTOGRAPH OF IMPROVED COMPARABLE 2



AERIAL MAP OF IMPROVED COMPARABLE 2



PHOTOGRAPH OF IMPROVED COMPARABLE 3



AERIAL MAP OF IMPROVED COMPARABLE 3



PHOTOGRAPH OF IMPROVED COMPARABLE 4



AERIAL MAP OF IMPROVED COMPARABLE 4



This Warranty Deed

OR BK 4933 PG0270
Escambia County, Florida
INSTRUMENT 2002-982405

DEED DOC STAMPS PD @ ESC CO $ 966.00
07/08/02 ERNIE LEE MAGAHA, CLERK
By:

19.50
966.00

Made this 25th day of June A.D. 2002
by Alan D. Vickory and Mary G. Vickory, husband and wife

hereinafter called the grantor, to
Frances M. Garner

whose post office address is:
2701 Silhouette Drive
Cantonment, FL 32533

hereinafter called the grantee:
(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See attached Exhibit "A" for legal description which consists of one page and by reference is made a part hereof2

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 03-1S-31-1500-027-002

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2002

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Name: Patricia A. Snellgrove
Witness as to Mary G. Vickory

Name: Terry E. Helton
Witness as to Mary G. Vickory

Name:
Witness as to Alan D. Vickory

Name:
Witness as to Alan D. Vickory

Name & Address: Alan D. Vickory LS

Name & Address: Mary G. Vickory LS

Name & Address: LS

Name & Address: LS

2704 Silhouette Dr
Cantonment, FL 32533

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 25th day of June, 2002, by Mary G. Vickory

who is personally known to me or who has produced driver's license as identification.

TERRY E. HELTON
MY COMMISSION # DD 097471
EXPIRES: April 8, 2006
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Patricia A. Snellgrove, an employee of
Lawyers Title Agency of North Florida, Inc.
2100 Creighton Road
Pensacola, Florida 32504
File No: 3A-65858

WD-1
5/93

Return to
Lawyers Title Agency of
North Florida, Inc.
P.O. Box 12027
Pensacola, FL 32589

OR BK 4933 PG0271
Escambia County, Florida
INSTRUMENT 2002-982405

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of July, 2002, by Alan D. Vickory, personally known to me or who produced a current driver's license as identification.

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

PATRICIA A. SNELLGROVE
Notary Public - State of FL
Comm. Exp. March 23, 2003
Comm. No. CC814489

OR BK 4933 PG0272
Escambia County, Florida
INSTRUMENT 2002-982405

Exhibit "A"

Lot 27, Block "B", Bristol Park, Unit 1, being a Subdivision of a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 13, at Page 100, of the Public Records of said County.

File No: 3A-65858

OR BK 4933 PG0273
Escambia County, Florida
INSTRUMENT 2002-982405

RESIDENTIAL SALES
ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 2701 Silhouette Drive

Legal Address of Property: 2701 Silhouette Drive

The County (xx) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Alan D. Vickory

WITNESSES AS TO SELLER(S):

Print name: Zach Oberhausen

Print name: Patricia A. Snellgrove

WITNESSES AS TO BUYER(S):

Print name: Zach Oberhausen

Print name: Patricia A. Snellgrove

Alan D. Vickory

Alan D. Vickory

Mary G. Vickory

by Alan D. Vickory

Frances M. Garner

This form approved by the
Escambia County Board of
County Commissioners
Effective: 4/15/95

RCD Jul 08, 2002 10:34 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-982405

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	031S311500027002
Account:	090238330
Owners:	GARNER FRANCES M
Mail:	2701 SILHOUETTE DR CANTONMENT, FL 32533
Situs:	2701 SILHOUETTE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$114,715	$147,965	$127,889
2015	$33,250	$109,740	$142,990	$127,000
2014	$24,938	$74,365	$99,303	$99,303

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/2002	4933	270	$138,000	WD	View Instr
03/1994	3541	13	$116,700	WD	View Instr
06/1993	3387	335	$21,000	WD	View Instr
06/1993	3383	632	$16,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 27 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 4933 P 270

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.5520

Zoned:
MDR

Evacuation & Flood Information
Open Report

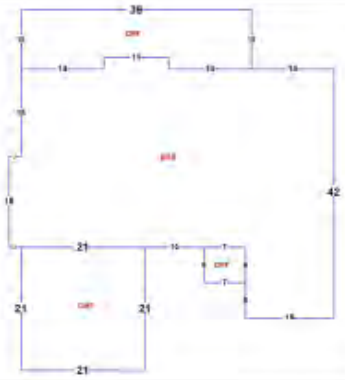


View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2701 SILHOUETTE DR, Year Built: 1994, Effective Year: 1994

Structural Elements
DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2673 Total SF
BASE AREA - *1822*
GARAGE FIN - *441*
OPEN PORCH FIN - *410*

Images



8/15/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0238-330	505	SEE BELOW	06	031S31-1500-027-002

2015 Property Taxes

OFFICE (850) 438-6500 Ext. 3252

GARNER FRANCES M
2701 SILHOUETTE DR
CANTONMENT, FL 32533

2701 SILHOUETTE DR
LT 27 BLK B BRISTOL PARK UNIT I PB 13 P
100 OR 493 3 P 270

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	127,000	50,000	77,000	509.47
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1140	127,000	25,000	102,000	215.63
BY STATE LAW	4.9990	127,000	25,000	102,000	509.90
WATER MANAGEMENT	0.0378	127,000	50,000	77,000	2.91
SHERIFF	0.6850	127,000	50,000	77,000	52.75
M.S.T.U. LIBRARY	0.3590	127,000	50,000	77,000	27.64
TOTAL MILLAGE		14.8113	AD VALOREM TAXES		$1,318.30

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960		100.00
NON-AD VALOREM ASSESSMENTS			$100.00

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS	$1,418.30	PAY ONE AMOUNT	See reverse side for important information

If Paid By	Nov 30, 2015				
Please Pay	$0.00				

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0238-330	505	SEE ABOVE	06	031S31-1500-027-002

2015 Property Taxes

2701 SILHOUETTE DR
LT 27 BLK B BRISTOL PARK UNIT I PB 13 P
100 OR 493 3 P 270

GARNER FRANCES M
2701 SILHOUETTE DR
CANTONMENT, FL 32533

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Paid By	Nov 30, 2015				
Please Pay	$0.00				

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

Paid By CHASE
Paid 11/27/2015 Receipt # 2015-9765396 $1,361.57

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Neri - 2703 Woodbreeze Drive









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311500014002
Account:	090238265
Owners:	NERI MICHAEL A
Mail:	2703 WOODBREEZE DRIVE CANTONMENT, FL 32533
Situs:	2703 WOODBREEZE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$146,980	$180,230	$145,307
2015	$33,250	$140,668	$173,918	$144,297
2014	$24,938	$88,115	$113,053	$113,053

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/14/2012	6944	1845	$195,000	WD	View Instr
04/2007	6123	368	$235,500	WD	View Instr
08/2003	5222	1282	$172,500	WD	View Instr
08/1990	2898	654	$124,000	WD	View Instr
02/1989	2669	317	$18,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 14 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 6944 P 1845

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.6919

Zoned:
MDR

Evacuation & Flood Information
Open Report



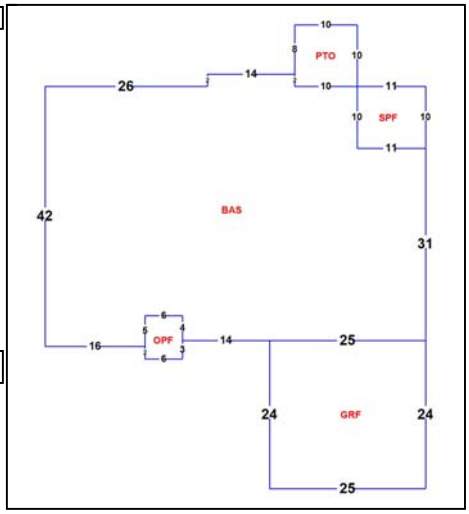
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2703 WOODBREEZE DR, Year Built: 1989, Effective Year: 1989

Structural Elements

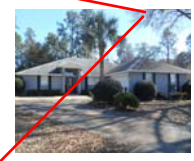
DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3263 Total SF

BASE AREA - *2411*
GARAGE FIN - *600*
OPEN PORCH FIN - *42*
PATIO - *100*
SCRN PORCH FIN - *110*

Images



1/27/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Neri Parcel
2703 Woodbreeze Lane

N

30 15 0 30 Meters

Bristol Park Area Acquisition Project 199

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): MICHAEL A. NERI
Address of property adjoining 11-Mile Creek: 2703 WOODBREEZE DR CANTONMENT FL 32533

Phone Number(s): 757-589-0681 757.589-0705
Email address (optional): NERMUN@GMAIL.COM
How many years have you lived at this location? 5 Yrs.

1. Are you current owner of the property? Yes: ☒ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☑ Home flooding: Depth of flooding: 1 feet ____ inches
   - ☑ Severe yard flooding of extended duration: Depth of flooding: 4 feet ____ inches
   - ☑ Severe street flooding of extended duration: Depth of flooding: 3 feet ____ inches
   - ☐ Other: _____ Depth of flooding: ____ feet ____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☑ No: ☑

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes ✓ No _____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ _____.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? NO
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment?_____
If so, how much ICC funds do you plan on receiving?_____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: $18,000

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: $0

Owner Name:
Michael Neri

Property Address:
2703 Woodbreeze Dr
Cantonment, FL 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

_____ _____

Signed Signed

Date 02 FEB 2017

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 2703 Woodbreeze Dr
Cantonment, FL 32533

Owner(s) Mailing Address:
2703 Woodbreeze Dr.
Cantonment, FL 32533

Owner(s) Name(s):
Michael ~~and Leigh~~ Neri

Contact Telephone Number:
(757) 589-0681 (757) 589-0705

Contact Email Address:
nermun@gmail.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Owner's Signature — Date: 02 FEB 2017

Owner's Signature — Date

Owner's Signature — Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Michael A Neri		12/04/72	02/02/2017
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
2703 Woodbreeze Dr	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 2703 Woodbreeze Drive

Structure Data Summary			
Community			Escambia County
Address			2703 Woodbreeze Drive
Owner Name			Neri
Total Square Footage			3263
Living Square Footage			2411
Year Built			1989
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$180,230.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$225,287.50
Independent Appraised Value or Average Value of Independent Appraisals			$216,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$15,727.66
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	1061.67	SY	$4,915.52
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	9.56	1000 SF	$4,529.07
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$34,418.25
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$29,551.51**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$591.03
Final Total Pre and Post-Construction Cost			**$736.43**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$5.16
Property Tax (to be prorated)			$1,618.71
Recording Fees			$50.00
Final Closing Costs			**$2,473.87**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$260,411.80**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Property Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

Uniform Residential Appraisal Report

17-17-6-1778888
File # 16185CWT

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 2703 Woodbreeze Dr | City Cantonment | State FL | Zip Code 32533
Borrower Michael Neri | Owner of Public Record Michael A Neri | County Escambia
Legal Description LT 14 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 6944 P 1845
Assessor's Parcel # 031S311500014002 | Tax Year 2015 | R.E. Taxes $ 1,674
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)
Lender/Client New Day Financial LLC/VA | Address 8160 Maple Lawn Blvd, Ste 300, Fulton, MD 20759
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). According to local MLS there are no listings currently or in the last 12 months prior to the date of this appraisal.

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. This is a refinance loan, there is no contract.

Contract Price $ | 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	☒ Suburban ☐ Rural	Property Values	☐ Increasing	☒ Stable ☐ Declining	PRICE	AGE		One-Unit	40 %
Built-Up	☐ Over 75%	☒ 25-75% ☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance ☐ Over Supply	$ (000)	(yrs)		2-4 Unit	5 %
Growth	☐ Rapid	☒ Stable ☐ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths ☐ Over 6 mths	76	Low	0	Multi-Family	%
Neighborhood Boundaries	Subject is located North of W Nine Mile Rd, South of Hwy 29, East of Perdido					535	High	47	Commercial	15 %
River and West of Pensacola Blvd.						208	Pred.	11	Other	40 %

Neighborhood Description The area is convenient to major transportation routes , which offer easy access to schools, military bases, and most residential services. The homes in the area exhibit good quality and appeal. The homes are typically frame or masonry construction. The subject present land use in the market area consists of vacant (other), single family, apartments and commercial property.
Market Conditions (including support for the above conclusions) Typical financing is mostly Conventional,FHA and VA. Generally each sale is individually negotiated. Buydowns and other concessions are not common. Interest rates have remained affordable over the past year. Typical marketing time for home in the area are 3-6 months.

SITE

Dimensions See Plat Map | Area 30,139 sf | Shape Irregular | 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 Paved	☒	☐
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
The site has a typical interior location with frontage on a paved road. There are no apparent adverse easements or encroachments noted. Property was secure at time of inspection.

IMPROVEMENTS

General Description	Foundation	Exterior Description materials/condition	Interior materials/condition
Units ☒ One ☐ One with Accessory Unit	☒ Concrete Slab ☐ Crawl Space	Foundation Walls Concrete/Average	Floors Wood/Tile/New
# of Stories 1	☐ Full Basement ☐ Partial Basement	Exterior Walls Brick/Good	Walls Drywall/Good
Type ☒ Det. ☐ Att. ☐ S-Det./End Unit	Basement Area 0 sq.ft.	Roof Surface 3-D Composite/Gd	Trim/Finish Wood/Good
☒ Existing ☐ Proposed ☐ Under Const.	Basement Finish 0 %	Gutters & Downspouts None	Bath Floor Tile/Good
Design (Style) Contemporary	☐ Outside Entry/Exit ☐ Sump Pump	Window Type DoublePane/Good	Bath Wainscot Tile/New
Year Built 1989	Evidence of ☐ Infestation	Storm Sash/Insulated None	Car Storage ☐ None
Effective Age (Yrs) 10	☐ Dampness ☐ Settlement	Screens Screens/Good	☒ Driveway # of Cars 2
Attic ☐ None	Heating ☒ FWA ☐ HWBB ☐ Radiant	Amenities ☐ Woodstove(s) # 0	Driveway Surface Concrete
☒ Drop Stair ☐ Stairs	☐ Other Fuel Electric	☒ Fireplace(s) # 1 ☒ Fence Wood Prv	☒ Garage # of Cars 2
☐ Floor ☐ Scuttle	Cooling ☒ Central Air Conditioning	☒ Patio/Deck Sc/Op ☒ Porch Cvd	☐ Carport # of Cars 0
☐ Finished ☐ Heated	☐ Individual ☐ Other	☐ Pool None ☐ Other None	☒ Att. ☐ Det. ☐ Built-in

Appliances ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☒ Washer/Dryer ☐ Other (describe)
Finished area **above** grade contains: 8 Rooms | 3 Bedrooms | 2.0 Bath(s) | 2,411 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). Subject features C H/A, 2 Sided Fireplace (FP), Double Pane Windows, Screened Porch, and Ceiling fans.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;Kitchen-updated-six to ten years ago;Bathrooms-updated-one to five years ago;Subject appears to have been very well maintained and in overall above average to good condition and of above average quality construction. There were no physical, functional, or external inadequacies noted during my inspection. The subject property meets VA Minimum Property Requirements. Upgrades to include: Exterior/Interior trim, High ceilings, flooring, columns, doors, 2-sided fireplace, crown molding, lighting, built-ins, built=in custom buffet & cabinets, chair rail, granite counter tops, jetted tub, sun room, and screened porch..
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe
The utilities were functioning at the time of the inspection. NOTE** The appraiser is not an expert in property inspection, construction, building codes, or wood destroying organisms.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe
A limited observation of the subject and the neighborhood infers that the subject generally conforms to the range of currently existing neighborhood characteristics

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There are 4 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 240,000 to $ 279,900 .

There are 12 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 235,000 to $ 273,999 .

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	2703 Woodbreeze Dr Cantonment, FL 32533	10010 Bristol Park Rd Cantonment, FL 32533		870 Copper Ridge Dr Cantonment, FL 32533		271 Man O War Cir Cantonment, FL 32533	
Proximity to Subject		0.40 miles SW		0.82 miles NE		0.73 miles E	
Sale Price	$		$ 245,500		$ 260,000		$ 240,000
Sale Price/Gross Liv. Area	$ sq.ft.	$ 97.34 sq.ft.		$ 97.20 sq.ft.		$ 101.35 sq.ft.	
Data Source(s)		PR/MLS#486193;DOM 10		PR/MLS#487050;DOM 92		PR/MLS#499316;DOM 2	
Verification Source(s)		MLS/Public Records		MLS/Public Records		MLS/Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		ArmLth FHA;0		ArmLth VA;0		ArmLth Conv;0	
Date of Sale/Time		s09/15;c08/15		s01/16;c11/15		s06/16;c05/16	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	30,139 sf	33,328 sf	0	18,043 sf	0	1.0 ac	0
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	DT1;Cont	DT1;Cont		DT1;Trad	0	DT1;Cont	
Quality of Construction	Q3	Q3		Q3		Q3	
Actual Age	27	23	0	22	-500	30	0
Condition	C3	C4	+15,000	C3		C3	
Above Grade Room Count (Total / Bdrms. / Baths)	8 / 3 / 2.0	8 / 4 / 3.0	-4,000	8 / 4 / 2.1	-2,000	8 / 4 / 2.1	-2,000
Gross Living Area	2,411 sq.ft.	2,522 sq.ft.	-3,330	2,675 sq.ft.	-7,920	2,368 sq.ft.	+1,290
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Adequate	Adequate		Adequate		Adequate	
Heating/Cooling	C H/A	C H/A		C H/A		C H/A	
Energy Efficient Items	dpwind,ceil fans	dpwind,ceil fans		dpwind,ceil fans		dpwind,ceil fans	
Garage/Carport	2ga2dw	2ga2dw		2gd2dw	0	2ga2dw	
Porch/Patio/Deck	CvPc/ScPc/OpPt	CvdPch/ScnPch	+500	CvdPch/CvdPat	+3,000	CvdPch/EncPch	-1,000
Fireplace (FP), Upgrades	FP, Upgrades	FP, Similar	0	FP, Similar	0	FP, Similar	0
Amenities	Fence	Fence, Shed	-500	Fence		Fence, Shed	-500
Amenities	None	Screened Pool	-10,000	Bonus Room	-5,000	None	
Net Adjustment (Total)		☐ + ☒ -	$ -2,330	☐ + ☒ -	$ -12,420	☐ + ☒ -	$ -2,210
Adjusted Sale Price of Comparables		Net Adj. 0.9 % Gross Adj. 13.6 %	$ 243,170	Net Adj. 4.8 % Gross Adj. 7.1 %	$ 247,580	Net Adj. 0.9 % Gross Adj. 2.0 %	$ 237,790

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

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

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)	MLS/Public Records	MLS/Public Records	MLS/Public Records	MLS/Public Records
Effective Date of Data Source(s)	07/15/2016	07/15/2016	07/15/2016	07/15/2016

Analysis of prior sale or transfer history of the subject property and comparable sales No sales/transfers of the subject were recorded for the 3 years prior to the effective date of this appraisal. Comp 4 on 02/09/2015 for $100 (OT=Death Certificate) B/P 7296/1795. No other sales/transfers of the comparables were recorded for the year prior to the sale dates noted above.

Summary of Sales Comparison Approach The 5 comparables provided are considered to be the best available and the most similar to the subject in terms of size, age, quality, location, amenities, are located in the subjects market area and sold within in the last 10 months. Comps 3 & 5 were sold within the last 1 months. Comps 1 & 4 are located in the subject subdivision. Adjustments for identifiable differences based on market extraction and determined by limited observation, MLS comments, MLS/data photo and public records. After adjustments, equal weight +/- given to all comparables in support of the subject's estimated market value. After all adjustments were applied, net and gross adjustments are within typical lender guidelines. All comparables were weighted in determining the indicated value for the subject property by the sales comparison approach. Comps bracket the subject both in value and square footage. **Although the subject property exceeds the predominant value for the area, there are larger, similar homes in the immediate area and it is not considered to be an over-improvement.**

Indicated Value by Sales Comparison Approach $ 242,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 242,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

Principle reliance is placed upon the Direct Sales Comparison Approach which reflects interactions of buyers and sellers in open market transactions. The Cost Approach is not required for VA appraisals and thus, was not reported. The Income Approach is considered not applicable as this is predominantly an owner-occupied neighborhood.

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 $ 242,000 **, as of** 07/15/2016 **, which is the date of inspection and the effective date of this appraisal.**

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ADDITIONAL COMMENTS

Site Comments:
The Flood zone designation is not a guarantee that the subject site or improvements will not experience flooding. Additionally, flood maps, flood zones,coastal barrier zones and minimum base slab or floor levels are subject to change without notice. It is recommended that a qualified surveyor verify the exact flood zone designation, site dimensions, site area, position of improvements and any easement s on the site and verify that all of the improvements at the address shown are incorporated inside the site described by the legal description.

Zoning-Limited Scope Analysis:
Zoning typically involves the regulation of structure type, density, setbacks, height and many other aspects of site development and use. The scope of the analysis is limited to conformity of the main structure to the uses permitted within the applicate zoning district. Zoning information is obtained from the property appraiser website and is assumed to be correct.

DETERMINATION OF SUBJECTS GROSS LIVING AREA: The appraiser has provided a sketch in the appraisal report to show the approximate dimensions of the improvements and is included only to assist the reader of this report in visualizing the property and understanding the appraisers determination of size.

The subject property meets HUD's minimum property standards for existing dwellings as outlined in HUD handbook 4000.1.

At a minimum, a head and shoulders inspection was performed in the attic.

I "Clayton Wells", certify that i did not receive any assistance from any other person in completing report.

R= 07/12/2016
A= 07/15/2016
M= 07/15/2016

Marketing time is 30-90 days.

1004MC Additional Comment: In recent years, area market values have decreased or corrected some from the peak market values of late 2005 and early 2006. However, the subject market area is not considered to be in a declining market area as the current market area values appear stable. It should be noted there recently have been fewer number of foreclosures and short sales in the subjects market area resulting in increased stability on area market values. The data located at the top of page #2 and the data on the 1004MC, do not always have paralleled findings. This is due to 1004MC information is analyzing sales and listings that simular to the subject. Top of page #2 is a larger analyzation of the subjects market area.

Energy efficient items include double pane glass windows and automatic thermostat controls.

Neighborhood Additional Comment: "I have considered relevant competitive listings/contract offerings in performing this appraisal, and any trend indicated by that data is supported by the listing/offering information included in this report."

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW	OPINION OF SITE VALUE	=$
Source of cost data Not Required for VA Appraisals	DWELLING Sq.Ft. @ $	=$
Quality rating from cost service Effective date of cost data	Sq.Ft. @ $	=$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)		=$
	Garage/Carport Sq.Ft. @ $	=$
	Total Estimate of Cost-New	=$
	Less Physical / Functional / External Depreciation	=$( )
	Depreciated Cost of Improvements	=$
	"As-is" Value of Site Improvements	=$
Estimated Remaining Economic Life (HUD and VA only) 60 Years	**INDICATED VALUE BY COST APPROACH**	=$

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

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This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

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21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature _____
Name Clayton Wells
Company Name Appraisers of Northwest Florida
Company Address 8530 Shadesview Place
Navarre, FL 32566
Telephone Number (850) 565-0562
Email Address appraisersofnwf@bellsouth.net
Date of Signature and Report 07/15/2016
Effective Date of Appraisal 07/15/2016
State Certification # CERT RES RD5778
or State License # _____
or Other (describe) _____ State # _____
State FL
Expiration Date of Certification or License 11/30/2016

ADDRESS OF PROPERTY APPRAISED
2703 Woodbreeze Dr
Cantonment, FL 32533
APPRAISED VALUE OF SUBJECT PROPERTY $ 242,000

LENDER/CLIENT
Name No AMC
Company Name New Day Financial LLC/VA
Company Address 8160 Maple Lawn Blvd, Ste 300, Fulton, MD 20759
Email Address VAAPPRAISAL@NEWDAYUSA.COM

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Supplemental Addendum File No. 16185CWT

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				

Noise Zones: According to the Escambia County GIS Map - Airport Noise Zones, the subject is not located in a noise zone area.

Bedroom Count Differences:Based on paired sales analysis, it appears that there is not a measurable difference between 3 and 4 bedroom dwellings in the subject's market area that feature similar gross living area as the subject.

Uniform Residential Appraisal Report

17-17-6-1778888
File # 16185CWT

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE #4		COMPARABLE SALE #5		COMPARABLE SALE #6	
Address	2703 Woodbreeze Dr Cantonment, FL 32533	10040 Bristol Park Rd Cantonment, FL 32533		3207 Cromwell Ct Cantonment, FL 32533			
Proximity to Subject		0.35 miles SW		0.47 miles NW			
Sale Price	$		$ 235,000		$ 244,850		$
Sale Price/Gross Liv. Area	$ sq.ft.	$ 83.24 sq.ft.		$ 112.06 sq.ft.		$ sq.ft.	
Data Source(s)		PR/MLS#484257;DOM 96		PR/MLS#497827;DOM 58			
Verification Source(s)		MLS/Public Records		MLS/Public Records			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sales or Financing Concessions		ArmLth Conv;8000	0	ArmLth Cash;0			
Date of Sale/Time		s11/15;c10/15		s06/16;c06/16			
Location	N;Res;	N;Res;		N;Res;			
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple			
Site	30,139 sf	28,806 sf	0	29,129 sf	0		
View	N;Res;	N;Res;		N;Res;			
Design (Style)	DT1;Cont	DT1;Cont		DT1;Trad	0		
Quality of Construction	Q3	Q3		Q3			
Actual Age	27	23	0	15	-1,200		
Condition	C3	C4	+15,000	C3			
Above Grade	Total / Bdrms. / Baths	Total / Bdrms. / Baths		Total / Bdrms. / Baths		Total / Bdrms. / Baths	
Room Count	8 / 3 / 2.0	8 / 3 / 2.1	-2,000	8 / 4 / 3.0	-4,000		
Gross Living Area	2,411 sq.ft.	2,823 sq.ft.	-12,360	2,185 sq.ft.	+6,780	sq.ft.	
Basement & Finished Rooms Below Grade	0sf	0sf		0sf			
Functional Utility	Adequate	Adequate		Adequate			
Heating/Cooling	C H/A	C H/A		C H/A			
Energy Efficient Items	dpwind,ceil fans	dpwind,ceil fans		dpwind,ceil fans			
Garage/Carport	2ga2dw	2ga2dw		2ga2dw			
Porch/Patio/Deck	CvPc/ScPc/OpPt	CvdPch/ScnPch	+500	CvdPch/ScnPch	+500		
Fireplace (FP), Upgrades	FP, Upgrades	FP, Inferior	+15,000	FP, Similar	0		
Amenities	Fence	Fence		Fence			
Amenities	None	Screened Pool	-10,000	Screened Pool	-10,000		
Net Adjustment (Total)		☒ + ☐ -	$ 6,140	☐ + ☒ -	$ -7,920	☐ + ☐ -	$
Adjusted Sale Price of Comparables		Net Adj. 2.6 % Gross Adj. 23.3 %	$ 241,140	Net Adj. 3.2 % Gross Adj. 9.2 %	$ 236,930	Net Adj. % Gross Adj. %	$

SALE HISTORY

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 #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer		02/09/2015		
Price of Prior Sale/Transfer		$100		
Data Source(s)	MLS/Public Records	B/P 7296-1795	MLS/Public Records	
Effective Date of Data Source(s)	07/15/2016	07/15/2016	07/15/2016	

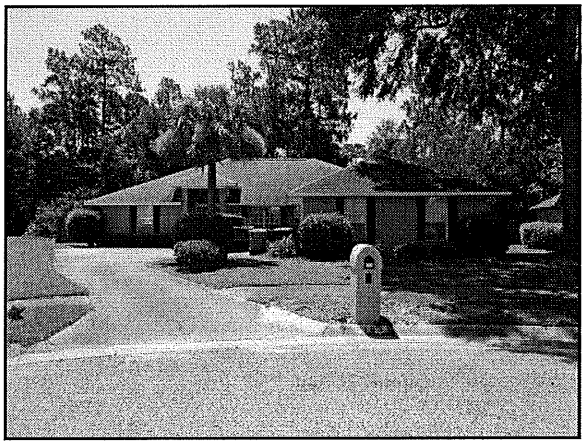
Analysis of prior sale or transfer history of the subject property and comparable sales

ANALYSIS / COMMENTS

Analysis/Comments

Subject Photo Page

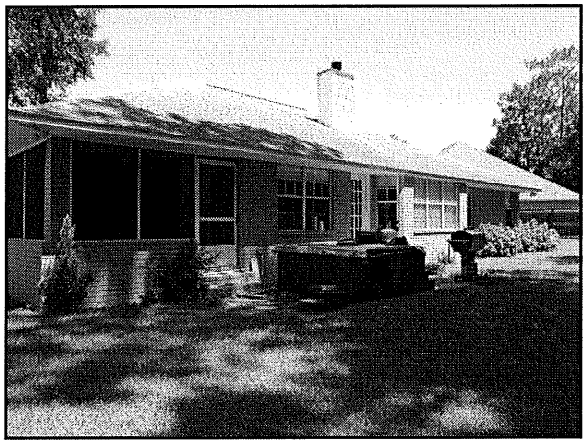
Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	New Day Financial LLC/VA				



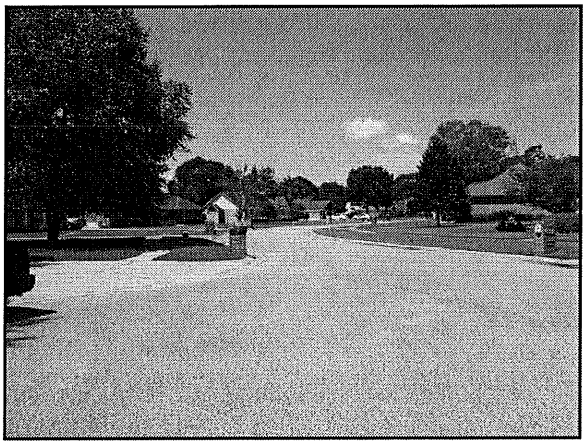
Subject Front

2703 Woodbreeze Dr

Sales Price	
Gross Living Area	2,411
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	30,139 sf
Quality	Q3
Age	27



Subject Rear



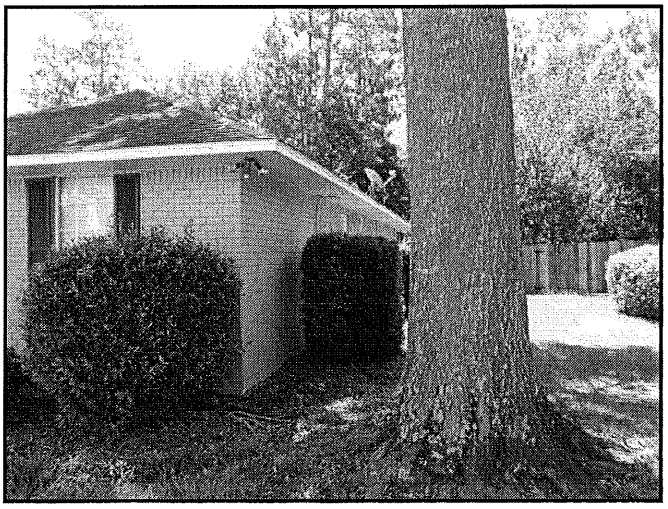
Subject Street

Photograph Addendum

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



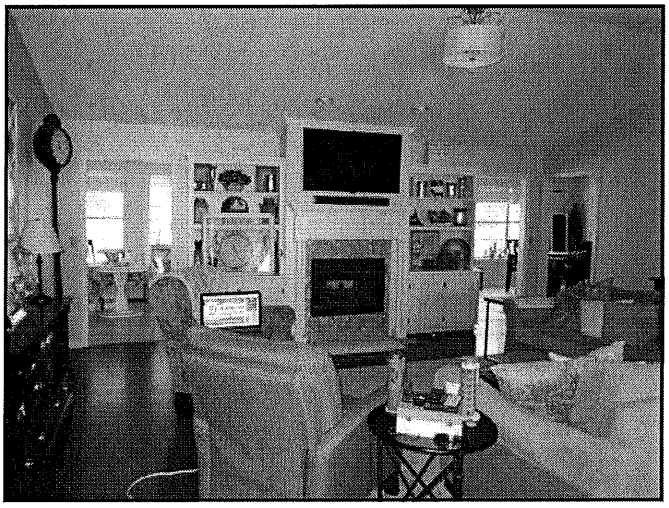
Left Side of House



Right Side of House



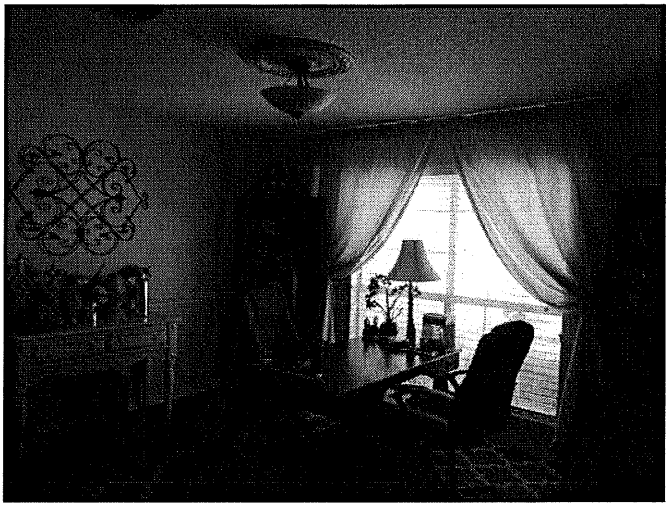
Foyer



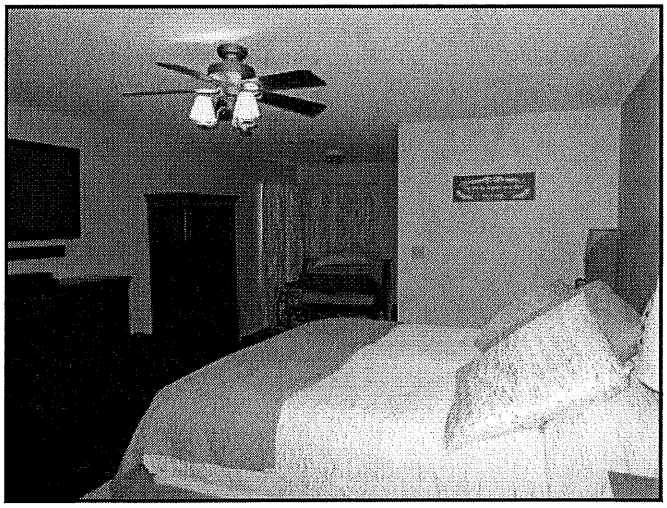
Living Room

Photograph Addendum

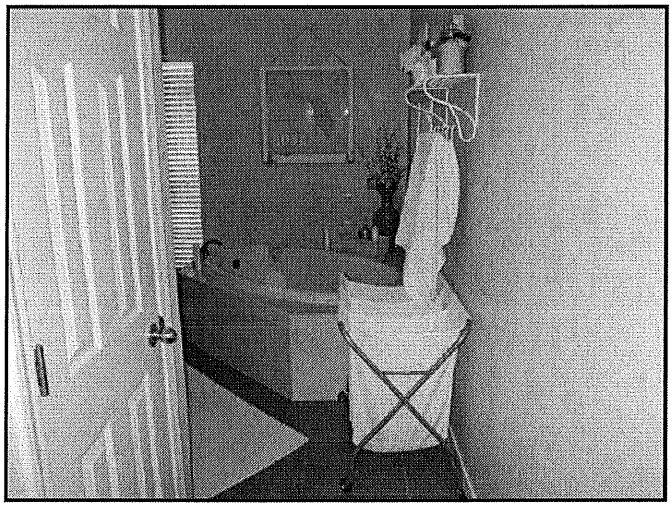
Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



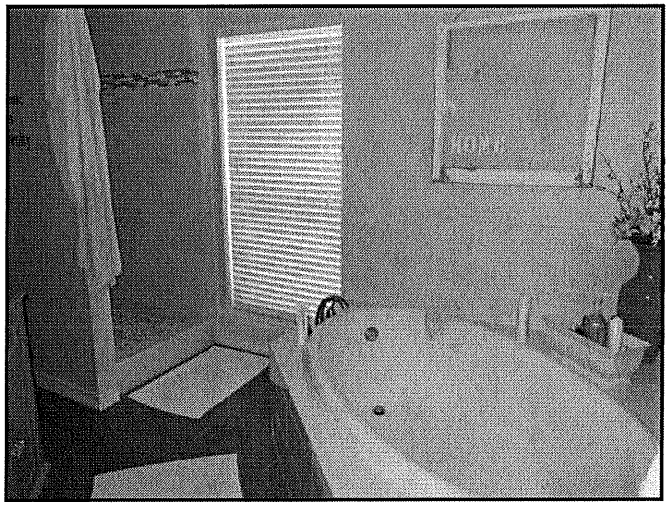
Dining



Master Bedroom



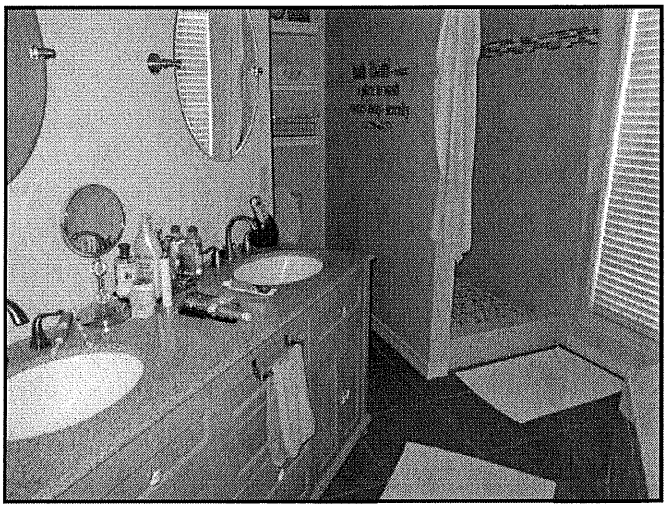
Master Bathroom



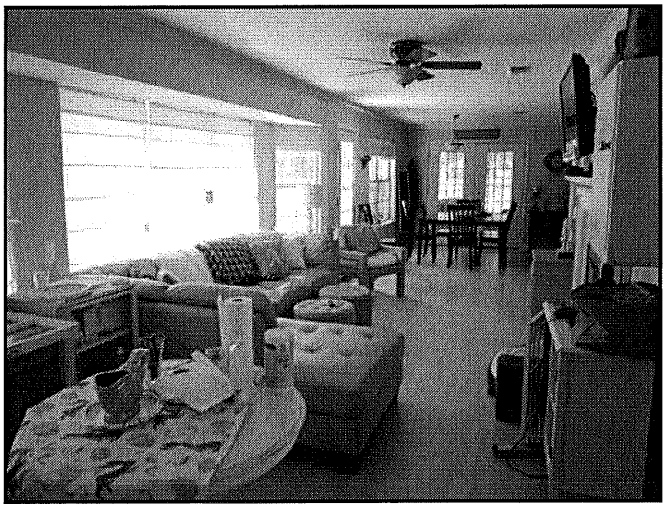
Master Bathroom

Photograph Addendum

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



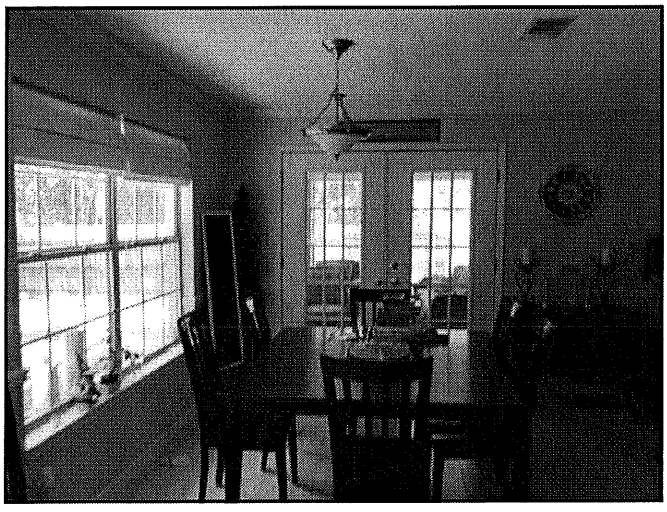
Master bathroom



Family



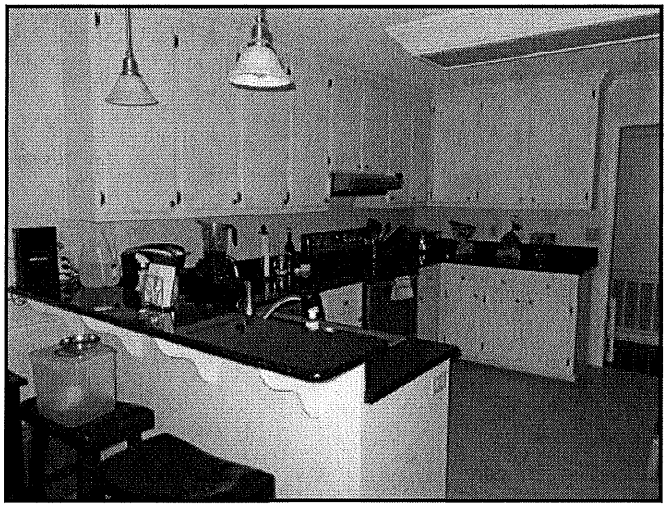
Family



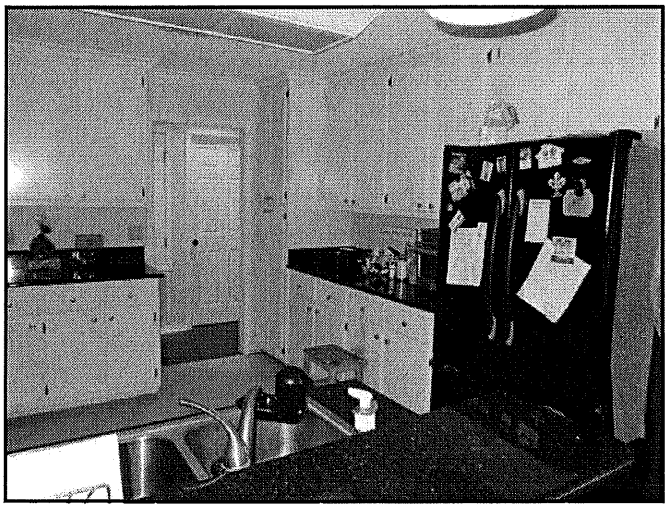
Breakfast Area

Photograph Addendum

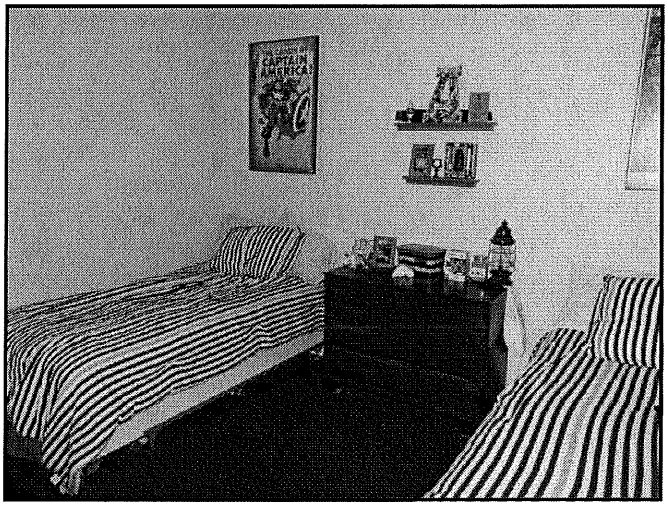
Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



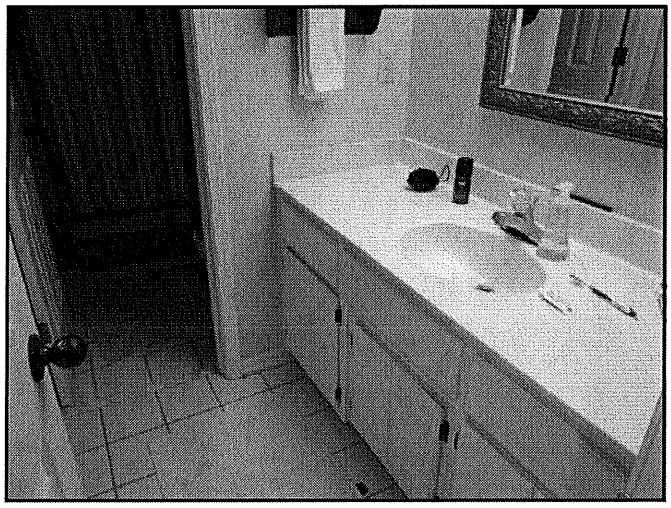
Kitchen



Kitchen



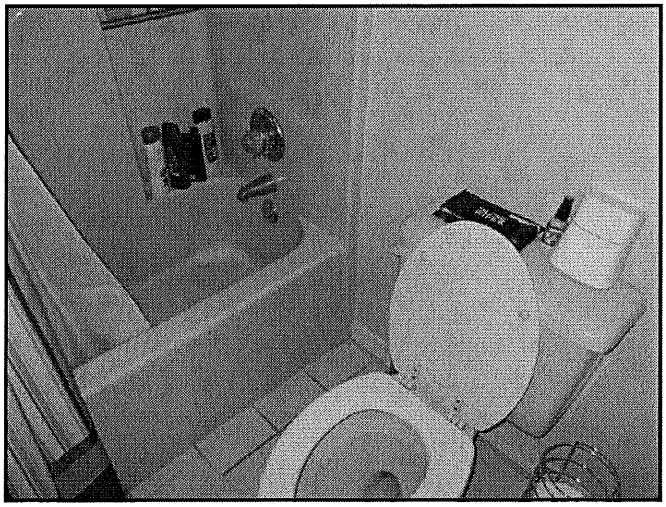
Bedroom #1



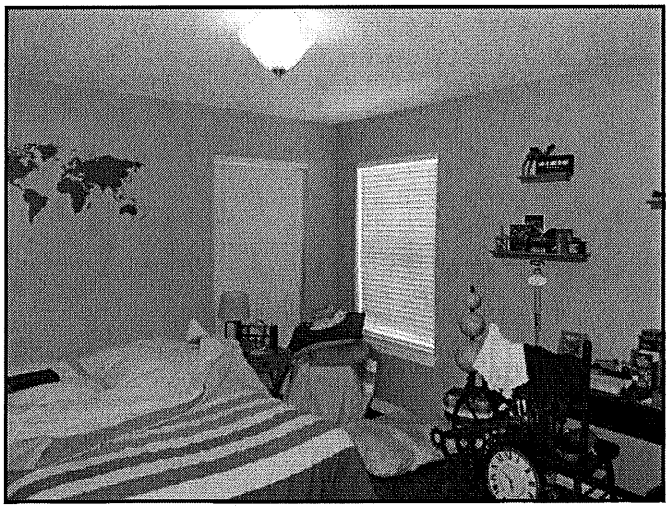
Guest Bath

Photograph Addendum

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



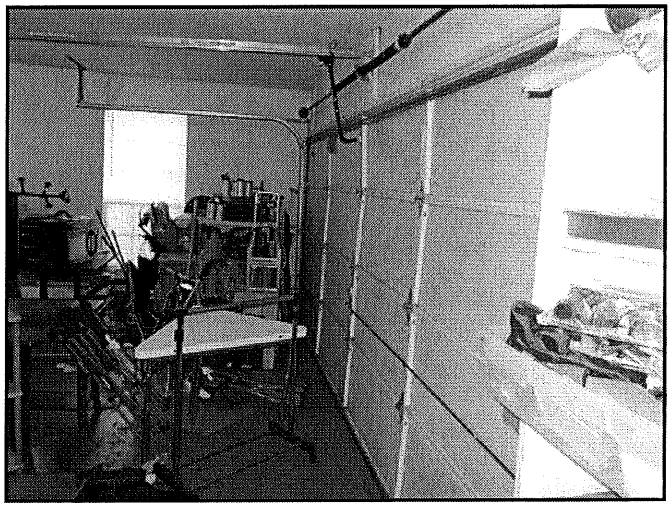
Guest Bath



Bedroom #2



Garage



Garage

Photograph Addendum

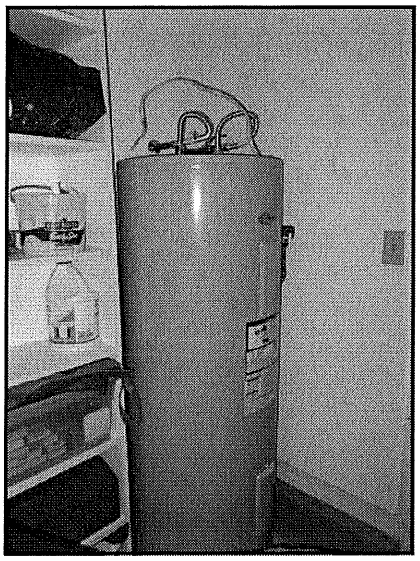
Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



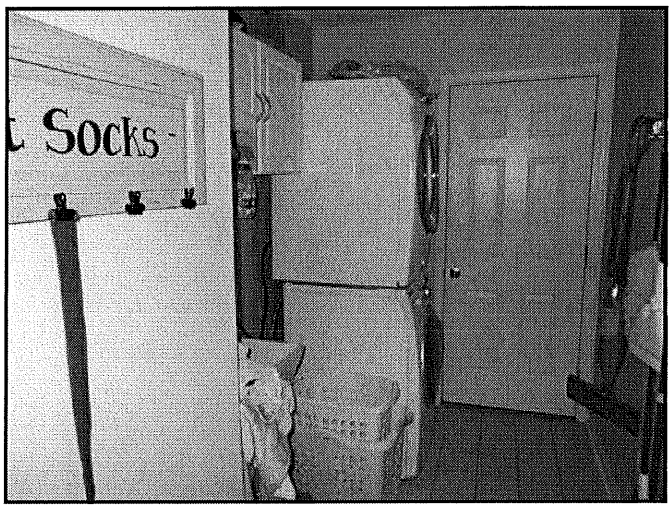
Patio



Attic



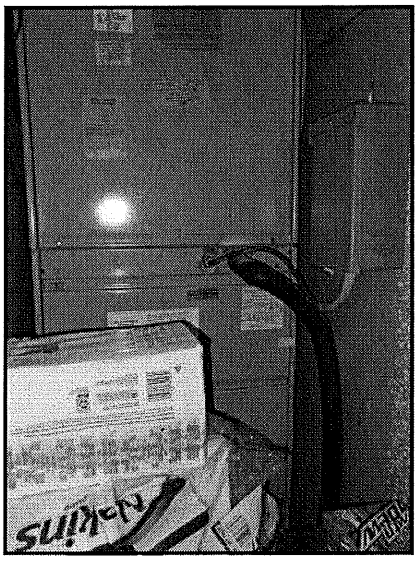
Hotwater heater



Laundry

Photograph Addendum

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



A/C Return

Comparable Photo Page

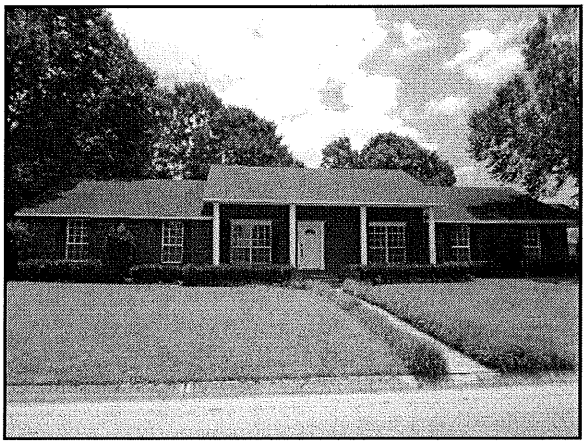
Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	New Day Financial LLC/VA				



Comparable 1

10010 Bristol Park Rd

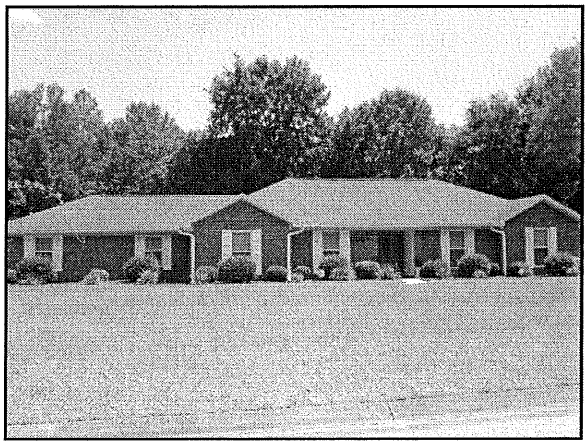
Prox. to Subject	0.40 miles SW
Sales Price	245,500
Gross Living Area	2,522
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	3.0
Location	N;Res;
View	N;Res;
Site	33,328 sf
Quality	Q3
Age	23



Comparable 2

870 Copper Ridge Dr

Prox. to Subject	0.82 miles NE
Sales Price	260,000
Gross Living Area	2,675
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.1
Location	N;Res;
View	N;Res;
Site	18,043 sf
Quality	Q3
Age	22



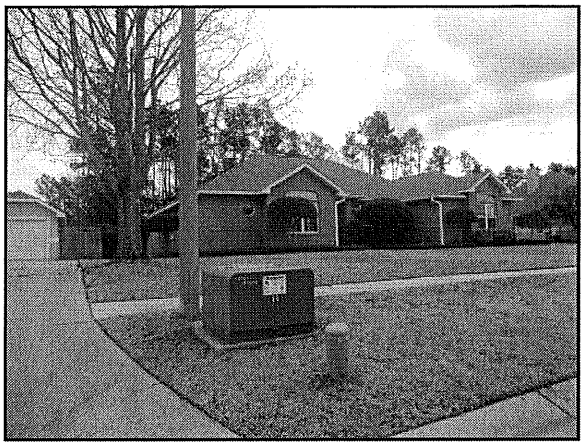
Comparable 3

271 Man O War Cir

Prox. to Subject	0.73 miles E
Sales Price	240,000
Gross Living Area	2,368
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	2.1
Location	N;Res;
View	N;Res;
Site	1.0 ac
Quality	Q3
Age	30

Comparable Photo Page

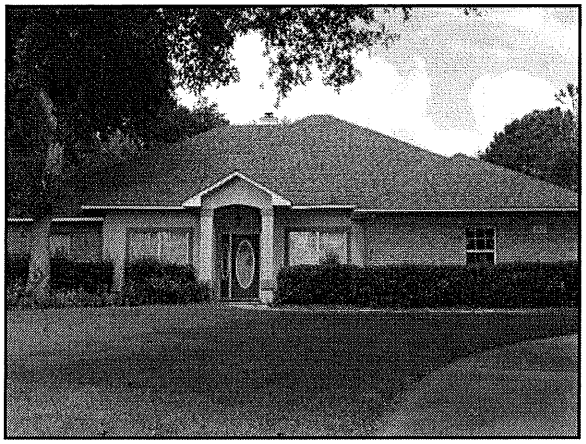
Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	New Day Financial LLC/VA				



Comparable 4

10040 Bristol Park Rd

Prox. to Subject	0.35 miles SW
Sales Price	235,000
Gross Living Area	2,823
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	2.1
Location	N;Res;
View	N;Res;
Site	28,806 sf
Quality	Q3
Age	23



Comparable 5

3207 Cromwell Ct

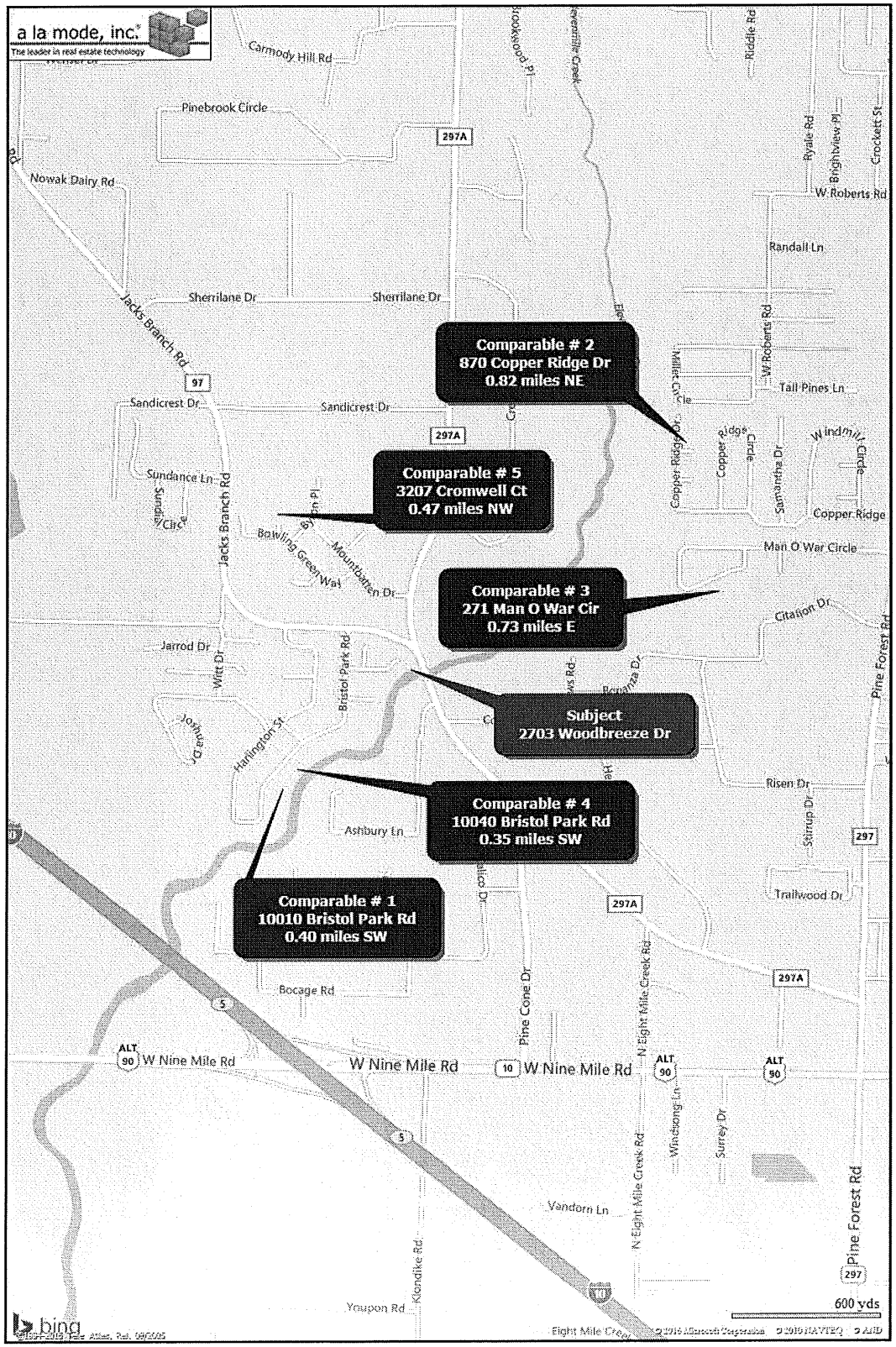
Prox. to Subject	0.47 miles NW
Sales Price	244,850
Gross Living Area	2,185
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	3.0
Location	N;Res;
View	N;Res;
Site	29,129 sf
Quality	Q3
Age	15

Comparable 6

Prox. to Subject	
Sales Price	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	
View	
Site	
Quality	
Age	

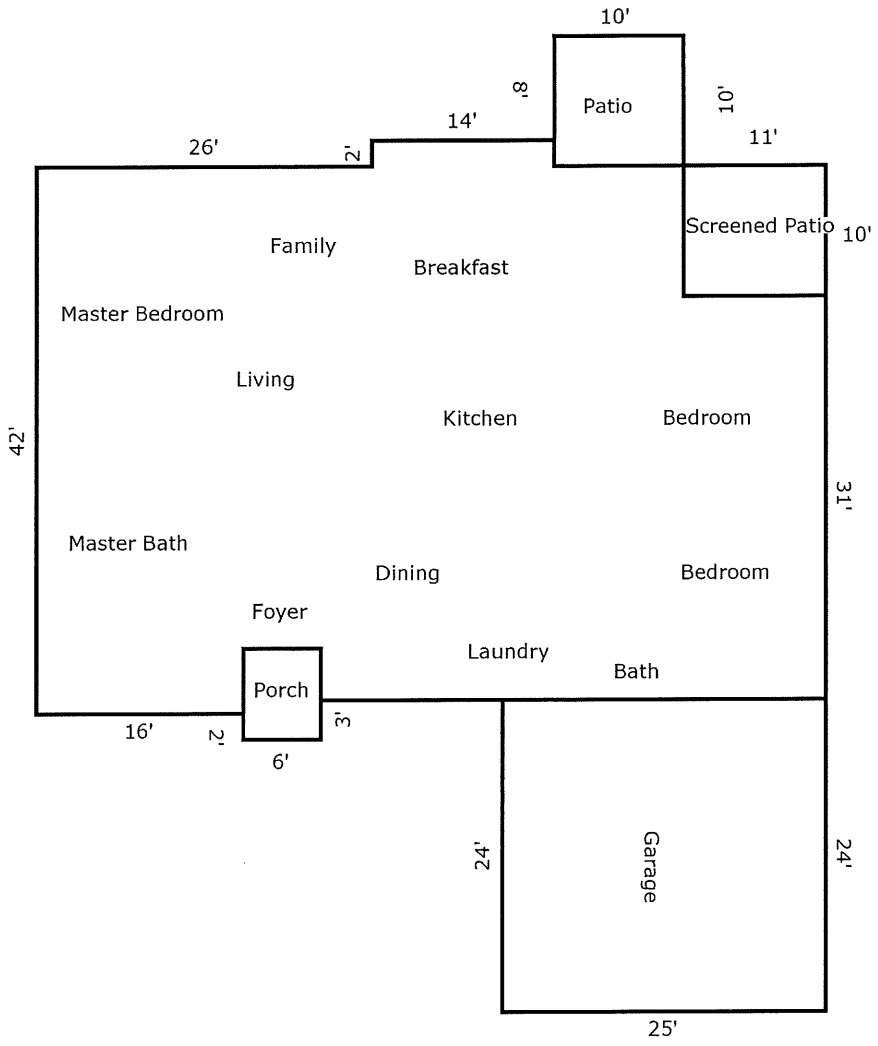
Location Map

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



Building Sketch

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



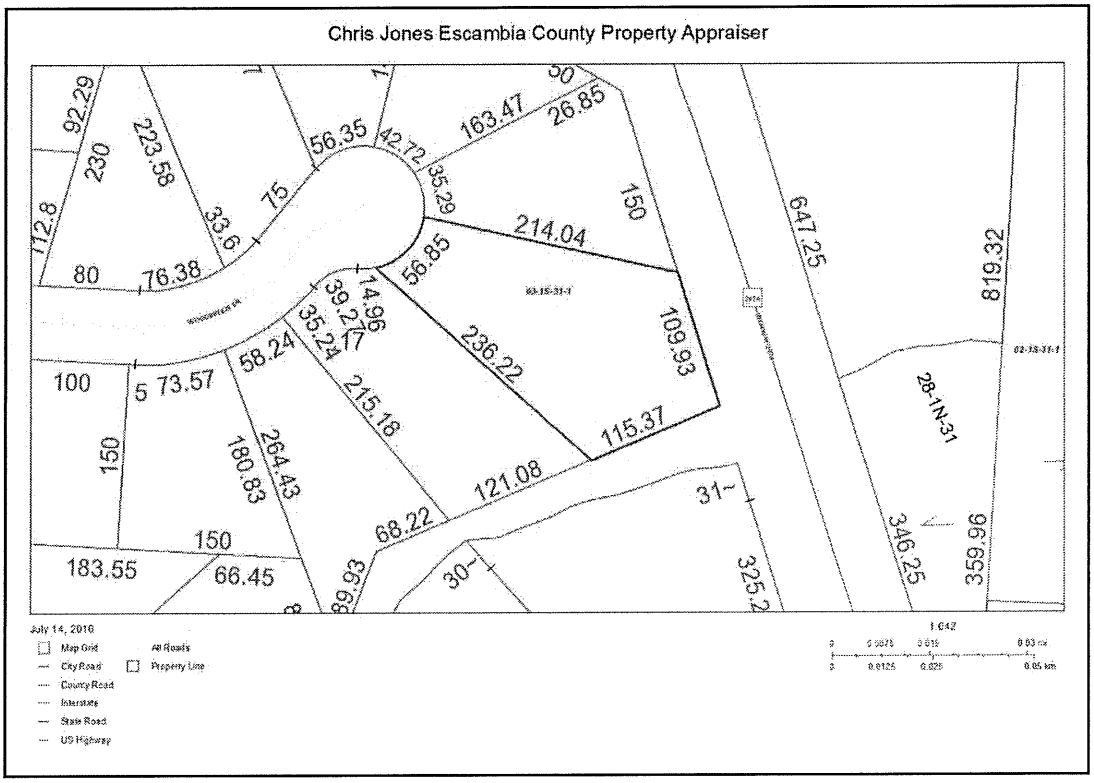
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

		Calculation Details
Living Area		
First Floor	2411 Sq ft	14 × 2 = 28 42 × 16 = 672 31 × 11 = 341 34 × 37 = 1258 28 × 4 = 112
Total Living Area (Rounded):	**2411 Sq ft**	
Non-living Area		
Screened Porch	110 Sq ft	11 × 10 = 110
2 Car Attached	600 Sq ft	25 × 24 = 600
Concrete Patio	100 Sq ft	10 × 10 = 100
Open Porch	42 Sq ft	6 × 7 = 42

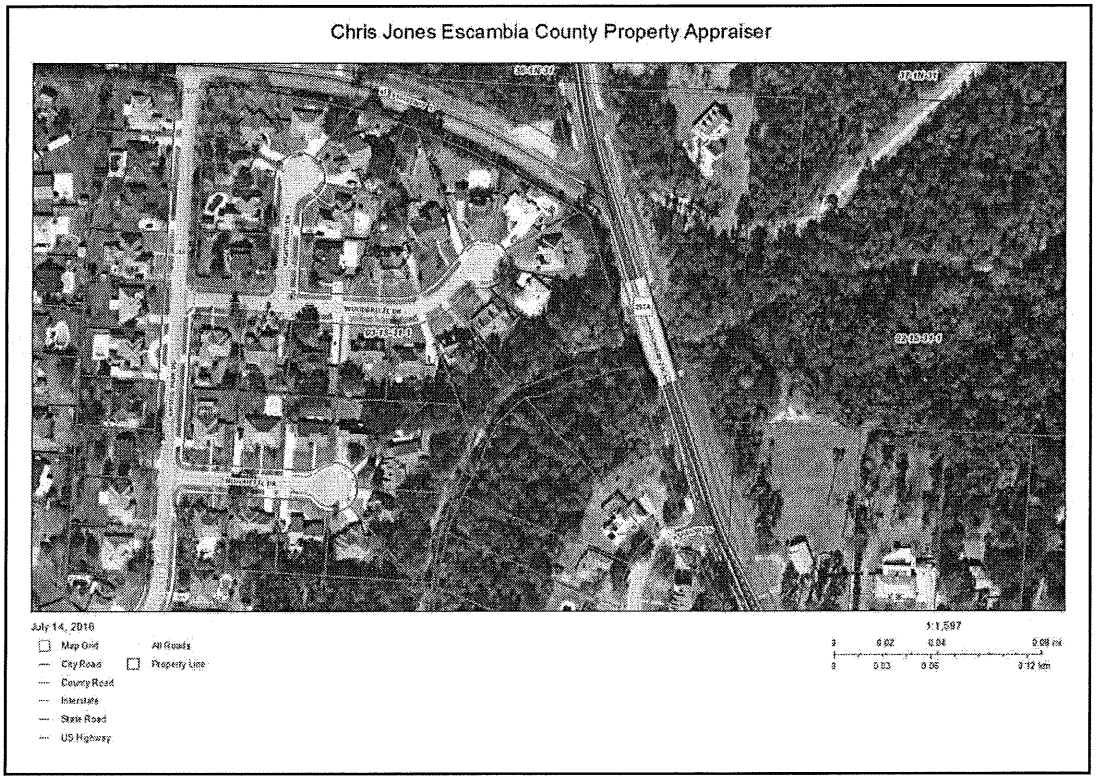
Plat Map

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



Plat Map

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



Flood Map

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				



Market Conditions Addendum to the Appraisal Report

17-17-6-1778888
File No. 16185CWT

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 2703 Woodbreeze Dr City Cantonment State FL ZIP Code 32533

Borrower Michael Neri

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

MARKET RESEARCH & ANALYSIS

Inventory Analysis	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Total # of Comparable Sales (Settled)	7	3	2	☐ Increasing ☐ Stable ☒ Declining
Absorption Rate (Total Sales/Months)	1.17	1.00	0.67	☐ Increasing ☐ Stable ☒ Declining
Total # of Comparable Active Listings	0	3	3	☐ Declining ☒ Stable ☐ Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	0	3.0	4.5	☐ Declining ☐ Stable ☒ Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Median Comparable Sale Price	260,000	264,000	242,425	☐ Increasing ☐ Stable ☒ Declining
Median Comparable Sales Days on Market	96	12	30	☒ Declining ☐ Stable ☐ Increasing
Median Comparable List Price	252,500	244,850	255,375	☒ Increasing ☐ Stable ☐ Declining
Median Comparable Listings Days on Market	94	58	48	☒ Declining ☐ Stable ☐ Increasing
Median Sale Price as % of List Price	100.00	100.00	101.06	☒ Increasing ☐ Stable ☐ Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent? ☐ Yes ☒ No				☐ Declining ☒ Stable ☐ Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). The market trends for the past 12 months have increased with the sellers paying all closing cost from the typical shared closing cost.

Are foreclosure sales (REO sales) a factor in the market? ☒ Yes ☐ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Foreclosures in the overall market area does result in declining values in the market as a whole. However, there have been a fewer number of foreclosures, short sale listings in the subjects market area resulting in increased stability in the subjects market area. It is the appraisers opinion this does not effect the marketability of the subject.

Cite data sources for above information. County Public Records, Pensacola Association of Realtors Multiple Listing Service(MLS)

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Based on the research provided by the MLS and public records the conclusion of value for the subject property is derived from the data supplied in this appraisal assignment. The market research indicates the subject's comparable sales have decreased in the past 6 months with days on the market increasing. Sale price of comparables appear to have decreased in the past 6 months in the subjects market area.

Search criteria for the data provided above include: All Solds, Contingent, Pendings and Actives based on detached single family structures located within a mile radius of the subjects location, a list or sale price from $230,000 to $280,000, Sqft of 2150-2850, and Status Dates 07/15/2015 to 07/14/2016.

CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following: **Project Name:**

Subject Project Data	Prior 7–12 Months	Prior 4–6 Months	Current – 3 Months	Overall Trend
Total # of Comparable Sales (Settled)				☐ Increasing ☐ Stable ☐ Declining
Absorption Rate (Total Sales/Months)				☐ Increasing ☐ Stable ☐ Declining
Total # of Active Comparable Listings				☐ Declining ☐ Stable ☐ Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				☐ Declining ☐ Stable ☐ Increasing

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

Signature	Signature
Appraiser Name Clayton Wells	Supervisory Appraiser Name
Company Name Appraisers of Northwest Florida	Company Name
Company Address 8530 Shadesview Place, Navarre, FL 32566	Company Address
State License/Certification # CERT RES RD5778 State FL	State License/Certification # State
Email Address appraisersofnwf@bellsouth.net	Email Address

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

Abbreviation	Full Name	Fields Where This Abbreviation May Appear
A	Adverse	Location & View
ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
ArmLth	Arms Length Sale	Sale or Financing Concessions
AT	Attached Structure	Design (Style)
B	Beneficial	Location & View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
BsyRd	Busy Road	Location
c	Contracted Date	Date of Sale/Time
Cash	Cash	Sale or Financing Concessions
Comm	Commercial Influence	Location
Conv	Conventional	Sale or Financing Concessions
cp	Carport	Garage/Carport
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
cv	Covered	Garage/Carport
DOM	Days On Market	Data Sources
DT	Detached Structure	Design (Style)
dw	Driveway	Garage/Carport
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
g	Garage	Garage/Carport
ga	Attached Garage	Garage/Carport
gbi	Built-in Garage	Garage/Carport
gd	Detached Garage	Garage/Carport
GlfCse	Golf Course	Location
Glfvw	Golf Course View	View
GR	Garden	Design (Style)
HR	High Rise	Design (Style)
in	Interior Only Stairs	Basement & Finished Rooms Below Grade
Ind	Industrial	Location & View
Listing	Listing	Sale or Financing Concessions
Lndfl	Landfill	Location
LtdSght	Limited Sight	View
MR	Mid-rise	Design (Style)
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
o	Other	Basement & Finished Rooms Below Grade
O	Other	Design (Style)
op	Open	Garage/Carport
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
Relo	Relocation Sale	Sale or Financing Concessions
REO	REO Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
RT	Row or Townhouse	Design (Style)
s	Settlement Date	Date of Sale/Time
SD	Semi-detached Structure	Design (Style)
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sqm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
Woods	Woods View	View
Wtr	Water View	View
WtrFr	Water Frontage	Location
wu	Walk Up Basement	Basement & Finished Rooms Below Grade

W-9

Borrower/Client	Michael Neri				
Property Address	2703 Woodbreeze Dr				
City	Cantonment	County Escambia	State FL	Zip Code 32533	
Lender	New Day Financial LLC/VA				

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CLAYTON WELLS

2 Business name/disregarded entity name, if different from above
APPRAISERS OF NORTHWEST FLORIDA

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) N/A
Exemption from FATCA reporting code (if any) N/A
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
8530 SHADESVIEW PLACE

Requester's name and address (optional)

6 City, state, and ZIP code
NAVARRE, FL 32566

7 List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 11-3782997

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5-17-2016

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Wheeless - 2705 Ashbury Lane









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311800000058
Account:	090240116
Owners:	PINNON WAYNE L & WHELESS MIKE
Mail:	4566 WHISPER CIR PENSACOLA, FL 32504
Situs:	2705 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$28,500	$0	$28,500	$28,500
2015	$28,500	$0	$28,500	$28,500
2014	$21,375	$78,267	$99,642	$99,642

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/10/2015	7311	1701	$80,000	WD	View Instr
07/2005	5688	1975	$196,000	WD	View Instr
04/1993	3358	313	$95,900	WD	View Instr
01/1993	3301	594	$9,400	WD	View Instr
03/1991	2984	117	$416,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
None

Legal Description
LT 58 ASHBURY HILLS PB 14 P 24 OR 7311 P 1701

Extra Features
None

Parcel Information

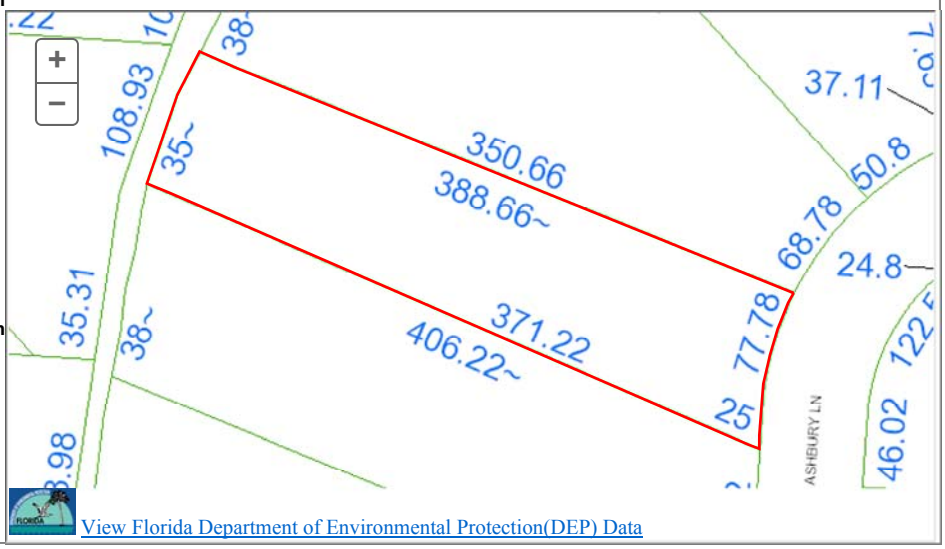
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.7278

Zoned:
MDR

Evacuation & Flood Information
Open Report



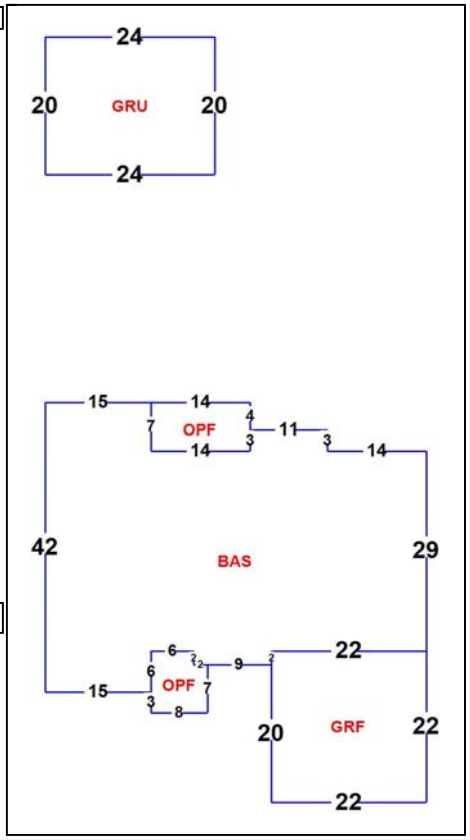
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2705 ASHBURY LN, Year Built: 1993, Effective Year: 1993

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-DECORAT*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2946 Total SF

BASE AREA - *1816*
GARAGE FIN - *484*
GARAGE UNFIN - *480*
OPEN PORCH FIN - *166*

Images



1/20/17

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Pinnon Parcel
2705 Ashbury Drive

N

30 15 0 30 Meters

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Wayne Pinnon & Mike Wheeless
Address of property adjoining 11-Mile Creek: 2705 Ashbury

Phone Number(s): 850 450 4291 (Wayne)
Email address (optional): _____
How many years have you lived at this location? -0- Yrs.

1. Are you current owner of the property? Yes: ☑ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☑ Home flooding: Depth of flooding: 5 feet 3 inches
   - ☑ Severe yard flooding of extended duration: Depth of flooding: 5 feet 3 inches
   - ☐ Severe street flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Other: _____ Depth of flooding: _____ feet _____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☑ No: ☐

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No _____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ _____.

No loans or insurance proceeds were paid to current owners.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? _____
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment?_____
If so, how much ICC funds do you plan on receiving?_____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received:_____

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received:_____

Owner Name: Property Address:

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

_____ _____

Signed Signed

Date

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address:
2705 Ashbury

Owner(s) Mailing Address:
4566 Whisper Cir
Pensacola FL. 32504

Owner(s) Name(s):
Wayne Pinnon
Mike Wheeless

Contact Telephone Number:
850 450 4291

Contact Email Address:
pinnonadj@cox.net

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Wayne Pinnon
Owner's Signature

2-15-17
Date

Mike Wheeless
Owner's Signature

2-15-17
Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

☑ I am a citizen or non-citizen national of the United States.

☐ I am a qualified alien of the United States.

☐ Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Wayne Pinnon	Wayne Pinnon	7-20-38	2-15-17

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
2705 Ashbury	Cantonment	FL	

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 2705 Ashbury Lane

Structure Data Summary			
Community			Escambia County
Address			2705 Ashbury Lane
Owner Name			Wheless
Total Square Footage			2946
Living Square Footage			1816
Year Built			1993
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$28,500.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$35,625.00
Independent Appraised Value or Average Value of Independent Appraisals			$170,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$14,199.72
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	1296.00	SY	$6,000.48
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	11.66	1000 SF	$5,528.74
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$34,974.94
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$30,029.48**
Pre-Construction and Post-Construction Cost Estimates	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$600.59
Final Total Pre and Post-Construction Cost			**$745.99**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$5.22
Property Tax (to be prorated)			$540.66
Recording Fees			$50.00
Final Closing Costs			**$1,395.88**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$213,821.35**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

Presley-McKenney & Associates, Inc.

Uniform Residential Appraisal Report

SEM
File No. 16138Z8

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 2705 Ashbury Lane | City Cantonment | State FL | Zip Code 32533
Borrower N/A | Owner of Public Record Wayne L. Pinnon & Mike Wheless | County Escambia
Legal Description Lt 58, Ashbury Hills, PB 14, P 24, OR 7311, P 1701
Assessor's Parcel # 03-1S-31-1800-000-058 | Tax Year 2015 | R.E. Taxes $ 522.12
Neighborhood Name Ashbury Hills | Map Reference Z8 | Census Tract 37860-12-033-0036.12
Occupant [ ] Owner [ ] Tenant [X] Vacant | Special Assessments $ N/A [ ] PUD | HOA $ 150.00 [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] 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? [X] Yes [ ] No
Report data source(s) used, offering price(s), and date(s). Pensacola Association or Realtor Multiple Listing Service (PARMLS) & Mr. Pinnon--Listed in as-is condition since 9/2/2016, asking $169,000 (MLS#505590).

CONTRACT

I [ ] did [X] 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? [ ] 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	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] 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 %
								190 Pred.	10-15	Other vacant	35 %

Neighborhood Description See Attached Addendum

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.

SITE

Dimensions Undetermined | Area 0.7278 Acres | Shape Rectangular | View Interior
Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [X] Yes [ ] 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? [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. 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.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION	materials/condition	INTERIOR	materials/condition
Units	[X] One [ ] One with Accessory Unit	[X] Concrete Slab	[ ] Crawl Space	Foundation Walls	Concrete/Unknown	Floors	CT&Wd/Gd&Avg
# of Stories	One	[ ] Full Basement	[ ] Partial Basement	Exterior Walls	Brick/Good	Walls	DW/Good
Type	[X] Det. [ ] Att. [ ] S-Det./End Unit	Basement Area	0.0000 sq. ft.	Roof Surface	DimenShingles/Gd	Trim/Finish	(See condition)
[X] Existing	[ ] Proposed [ ] Under Const.	Basement Finish	%	Gutters & Downspouts	Yes/Good	Bath Floor	CermTile/Good
Design (Style)	Traditional	[ ] Outside Entry/Exit	[ ] Sump Pump	Window Type	Alum/Avg	Bath Wainscot	CT&Fiber/Good
Year Built	1993	Evidence of [ ] Infestation		Storm Sash/Insulated	None	Car Storage	[ ] None
Effective Age (Yrs)	10	[ ] Dampness	[ ] Settlement	Screens	Yes	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant		Amenities	[ ] WoodStove(s) #	Driveway Surface	Concrete
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel	[X] Fireplace(s) #	1 [X] Fence Vinyl	[X] Garage	# of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [ ] Central Air Conditioning		[ ] Patio/Deck	[X] Porch Two Cvrd	[ ] Carport	# of Cars
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool	[X] Other Workshop	[ ] Att. [ ] Det.	[X] Built-in

Appliances [ ] Refrigerator [ ] Range/Oven [ ] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe) (See condition comments)
Finished area **above** grade contains: 8 Rooms | 4 Bedrooms | 2 Bath(s) | 1,874 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). Detached workshop w/ ample electric, natural ceiling skylighting in several rooms.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). See Attached Addendum
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.

Uniform Residential Appraisal Report

SEM
File No. 16138Z8

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	
Address	2705 Ashbury Lane 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	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	0.7278 Acres	0.21 Acres	2,000	0.28 Acres	2,000	0.25 Acres	2,000
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)	8 / 4 / 2	7 / 3 / 2		7 / 4 / 3	-1,500	7 / 3 / 2	
Gross Living Area	54.82 1,874 sq. ft.	1,892 sq. ft.	-1,000	2,074 sq. ft.	-11,000	1,775 sq. ft.	5,400
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	Porches	Porch, Patio	1,500	Porch, Patio	1,500	Porch, Patio	1,500
Fireplace	1 F/P	None	1,100	1 F/P		None	1,100
Other	Fence,Workshop	Fence, Sprnklr	15,500	Partial Fence	20,000	Fnc,Sprnklr,YdBldg	13,000
Net Adjustment (Total)		[X] + [ ] -	$ 19,100	[X] + [ ] -	$ 11,000	[X] + [ ] -	$ 23,000
Adjusted Sale Price of Comparables		Net Adj. 11.2% Gross Adj. 12.4%	$ 189,100	Net Adj. 6.0% Gross Adj. 19.7%	$ 193,900	Net Adj. 13.6% Gross Adj. 13.6%	$ 192,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] 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 [X] 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	3/10/2015			
Price of Prior Sale/Transfer	$80,000			
Data Source(s)	Owner, 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 current owners when it was still in a damaged condition from the flooding of April 2014. Since the time of purchase, the current owners have made the repairs and renovations as noted in the section of this appraisal report describing the current condition of the property.

Summary of Sales Comparison Approach. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 170,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 170,000 **Cost Approach (if developed) $** 190,000 **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. Since the subject has not yet been fully renovated, we give all weight to the indication of value from the sales comparison approach in estimating the current market value of the subject property as $170,000.

This appraisal is made [X] "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 $ 170,000 **as of** October 11, 2016 **, which is the date of inspection and the effective date of this appraisal.**

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Recent sales of vacant lots with similar characteristics, as well as historic sales trends in the subject market area. These sales of lots between about one-third of an acre to 1.6 acres indicate a per lot sales price range from $12,000 to $50,000 and a sales price per square foot range from about $0.70 to $0.85.

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW	OPINION OF SITE VALUE		= $	30,000
Source of cost data Marshall & Swift Residential Cost Handbook	Dwelling 1,874 Sq. Ft. @ $	89.34	= $	167,423
Quality rating from cost service Average Effective date of cost data Sept 2016	Porches 148 Sq. Ft. @ $	24.32	= $	3,599
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Detchd Wrkshp, Appliances, Fireplace			32,303
This cost approach renders an estimate of "as-is" value. This is	Garage/Carport 416 Sq. Ft. @ $	31.38	= $	13,054
accomplished by: 1) estimating the replacement cost, assuming	Total Estimate of Cost-New		= $	216,379
that all required renovation work has been completed, 2)	Less 55 Physical	Functional	External	
deducting for the estimated cost of all required renovation work	Depreciation $39,341		= $ (	39,341)
that remains to be done. For example, although the subject has	Depreciated Cost of Improvements		= $	177,038
no appliances, appliances are added for the "finished product" and	"As-is" Value of Site Improvements		= $	5,000
then later deducted as part of the $22,000 unfinished cost.	Estimate of Unfinished Renovation Cost			-22,000
Estimated Remaining Economic Life (HUD and VA only) 45 Years	INDICATED VALUE BY COST APPROACH . .rounded		= $	190,000

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Uniform Residential Appraisal Report

SEM
File No. 16138Z8

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

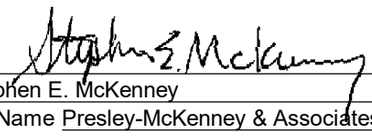
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

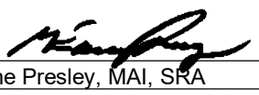
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Stephen E. McKenney
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature and Report 10/19/2016
Effective Date of Appraisal October 11, 2016
State Certification #
or State License # St. Reg. Trn. REA #RI8246
or Other (describe) State #
State Florida
Expiration Date of Certification or License 11/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name M. Eugene Presley, MAI, SRA
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature 10/19/2016
State Certification # Cert Gen RZ 103
or State License #
State Florida
Expiration Date of Certification or License 11/30/2016

ADDRESS OF PROPERTY APPRAISED
2705 Ashbury Lane
Cantonment

APPRAISED VALUE OF SUBJECT PROPERTY $ 170,000

LENDER/CLIENT
Name Escambia County
Company Name Escambia County, Engineering Dept
Company Address 3363 W. Park Place
Pensacola, FL 32505
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection October 11, 2016

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection October 3, 2016

ADDENDUM

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

Neighborhood Description
The subject neighborhood is at the northern edge of suburban growth of the urbanized areas of the City of Pensacola. With physical barriers to urban growth of Pensacola on the south, east, and west, the northern edge is the default area where any future growth will occur. The subject neighborhood includes established commercial development along US Highway 29 and most of Nine Mile Road. Commercial development and uses are increasing along Nine Mile Road, extending to the west of its intersection with Pine Forest Road. This commercial growth is in response to increasing residential subdivision development in the area over the last 10 to 25 years. Most residential development in this former agricultural-oriented band of the metropolitan area has occurred as branches from Nine Mile Road, Kingsfield Road, and Pine Forest Road.

Condition of the Property
The subject home is in an unfinished condition. The home was severely damaged during the flooding of April 2014. The owner reported to us that the flood waters were several feet high inside the home as a result of the event.

Repair and renovation work to date includes demolition of the interior "down to the studs," mold treatment/prevention, rewiring of electrical, replacement of ceiling with new textured and painted drywall, replacement of the interior walls with new textured and painted drywall, and new ceramic tile floor cover in most of the house.

Work that still remains to be completed includes: installation of kitchen cabinets; installation of bathroom vanities; installation of all countertops; installation of all sinks; installation of all door casings & doors; installation of fireplace wall paneling/cladding, mantel, and trim panels; removal of old french doors & installation of new french doors; installation of all baseboards/trim, door trim, and window trim; installation of light fixtures and switch plates; installation of all toilets; installation of new HVAC air handler & condenser & registers; installation of hot water heater. Additionally, new windows are needed for the detached workshop. For most of these items, the materials have already been purchased and are on hand. The current owner estimates a cost of between $20,000 and $29,000 to complete all remaining work. From our research of anticipated costs, we estimate about $22,000.

Comments on Sales Comparison
For the sales comparison approach, we have compared the subject property--assuming that all necessary renovations have been completed for the estimated $22,000--to each of the three sold properties. This comparison set renders a market value range from $189,100 to $193,900 before consideration is given to deducting the necessary $22,000 cost for completing all remaining renovations to the subject property. Deducting this $22,000 from each of the indications yields $167,100, $171,900, and $170,500, or a range between $167,100 to $171,900 as the current "as-is" market value of the subject property.

The sold properties bracket the subject for size and are of a similar age as the subject. Each of the comparable properties have also been renovated and are in a similar condition to what we would expected the subject to be in following completion of all needed remaining renovation work. 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 is at least slightly superior to each of the sales for several other items. The single largest adjustment for each comparable sale price is to take into consideration the subject's significant detached workshop; none of the sold properties include a similar structure.

As noted above, following deduction of the estimated necessary cost of $22,000 to bring the subject up to a condition that is similar to the sales, the indicated market value range is $167,100 to $171,900, with a mean of $169,833, a median of $170,500, and a standard deviation of $2,468. With consideration to all available information, it is our opinion that the sales comparison approach indicates a current market value of $170,000 for the subject property.

DIMENSION LIST ADDENDUM

Borrower: N/A | File No.: 16138Z8
Property Address: 2705 Ashbury Lane | Case No.: SEM
City: Cantonment | State: FL | Zip: 32533
Lender: Escambia County, Engineering Dept

GROSS BUILDING AREA (GBA)	1,874
GROSS LIVING AREA (GLA)	1,874

Area(s)	Area	% of GLA	% of GBA
Living	1,874		100.00
Level 1	1,874	100.00	100.00
Level 2	0	0.00	0.00
Level 3	0	0.00	0.00
Other	148	7.90	7.90
GBA			
Basement ☐	0		
Garage ☐	416		
☐			

Area Measurements						Area Type					
Measurements			Factor		Total	Level 1	Level 2	Level 3	Other	Bsmt.	Garage
15.60	x 6.10	x	1.00	=	95.16	X					
14.90	x 6.90	x	1.00	=	102.81	X					
10.60	x 3.00	x	1.00	=	31.80	X					
32.30	x 2.00	x	1.00	=	64.60	X					
54.10	x 29.20	x	1.00	=	1,579.72	X					
21.00	x 19.80	x	1.00	=	415.80						X

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: October 11, 2016
Appraised Value: $ 170,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Exterior of Detached Workshop



View of Interior of Detached Workshop



View of Subject Living Room

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Subject Kitchen



View of Subject Master Bedroom



View of Subject Interior

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Subject Master Bathroom



View of Subject Master Bathroom



View of Subject Bedroom

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Subject Bathroom



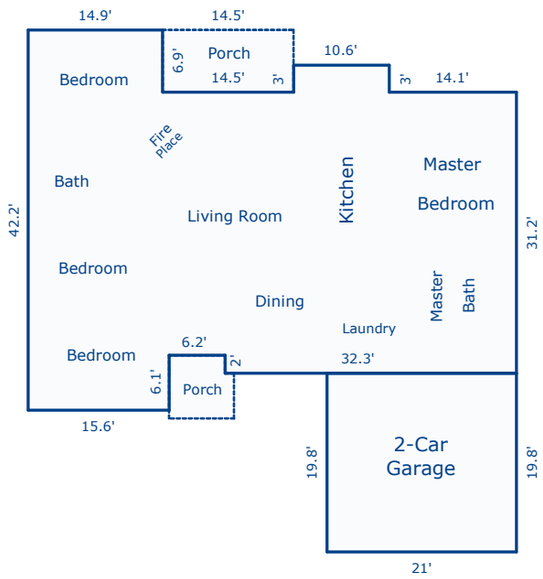
View of Subject Bathroom



View of Subject Doors in Garage

FLOORPLAN SKETCH

Borrower: N/A	File No.: 16138Z8
Property Address: 2705 Ashbury Lane	Case No.: SEM
City: Cantonment	State: FL Zip: 32533
Lender: Escambia County, Engineering Dept	



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

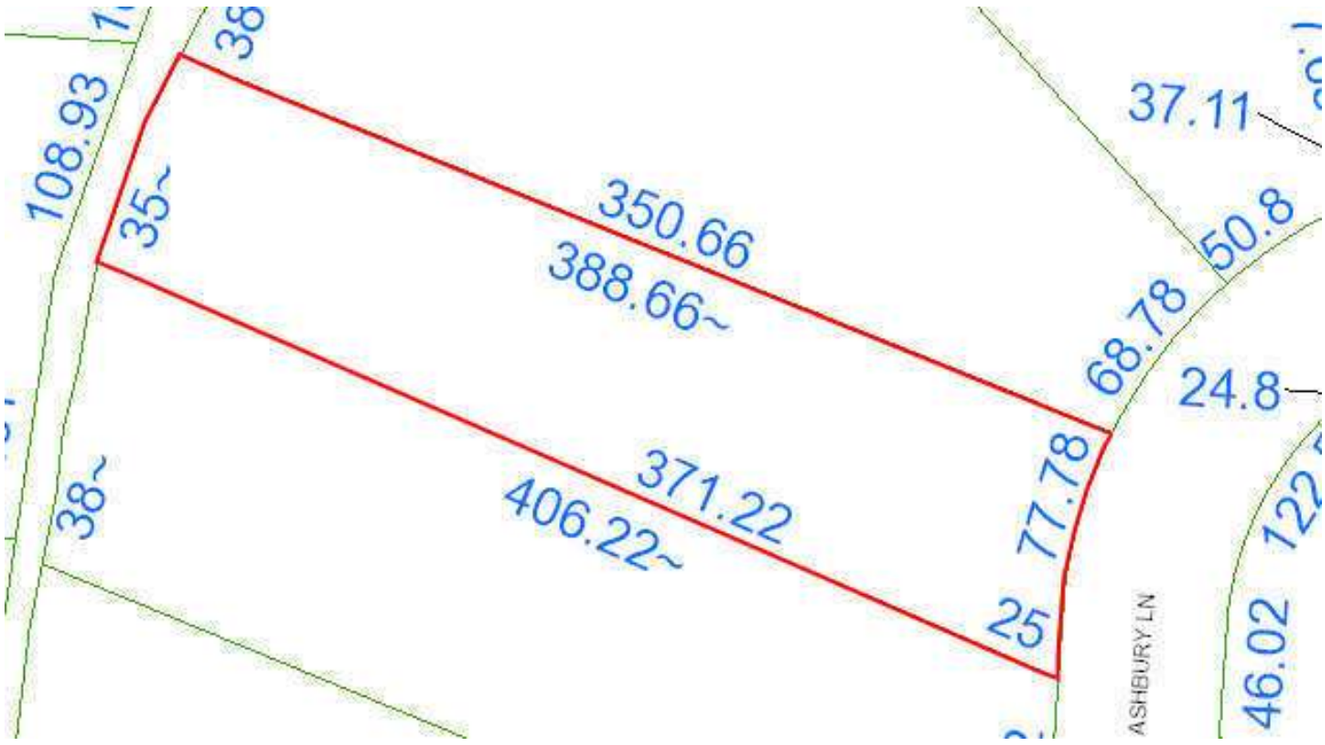
Code	Description	Net Size	Net Totals
GLA1	First Floor	1874.09	1874.09
GAR	Garage	415.80	415.80
P/P	Porch	100.05	
	Porch	48.40	148.45
Net LIVABLE Area		(rounded)	1874

LIVING AREA BREAKDOWN

Breakdown			Subtotals
First Floor			
6.1	x	15.6	95.16
6.9	x	14.9	102.81
3.0	x	10.6	31.80
2.0	x	32.3	64.60
29.2	x	54.1	1579.72
5 Items		(rounded)	1874

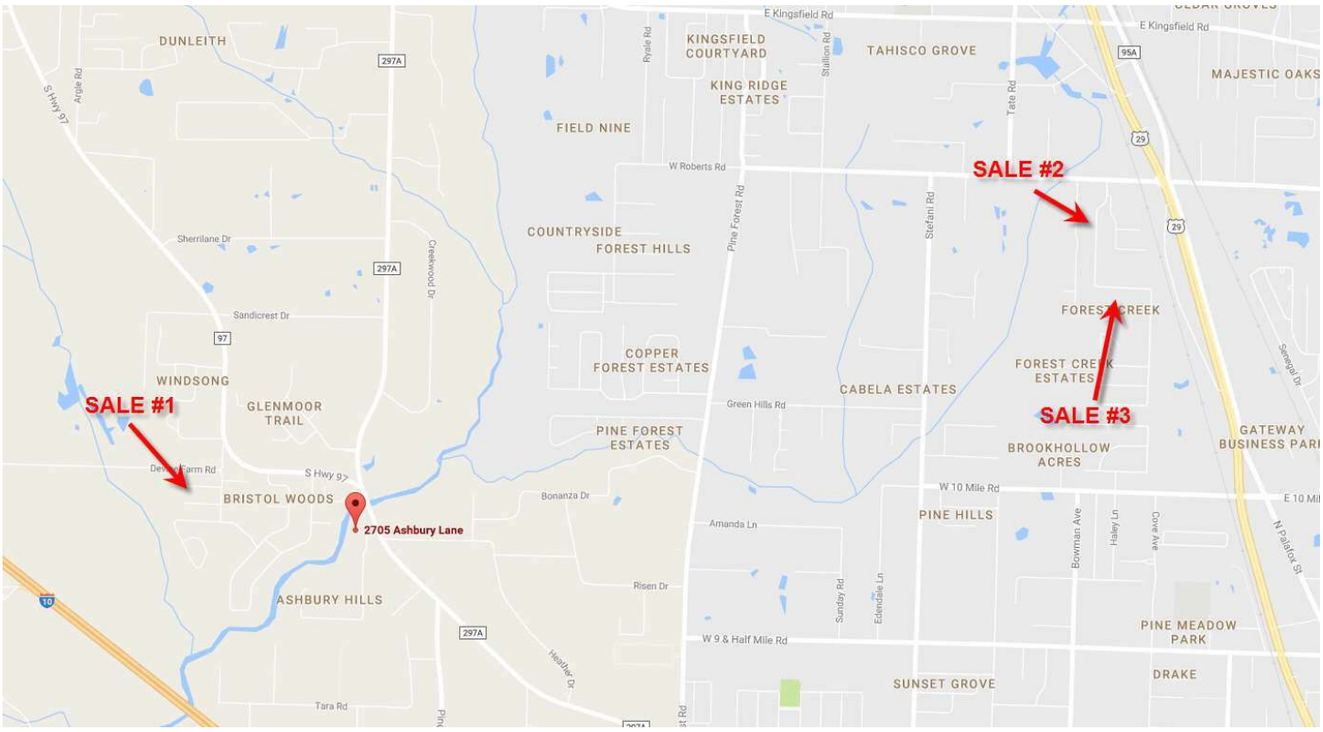
PLAT MAP

Borrower: N/A	File No.: 16138Z8
Property Address: 2705 Ashbury Lane	Case No.: SEM
City: Cantonment	State: FL Zip: 32533
Lender: Escambia County, Engineering Dept	



LOCATION MAP

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



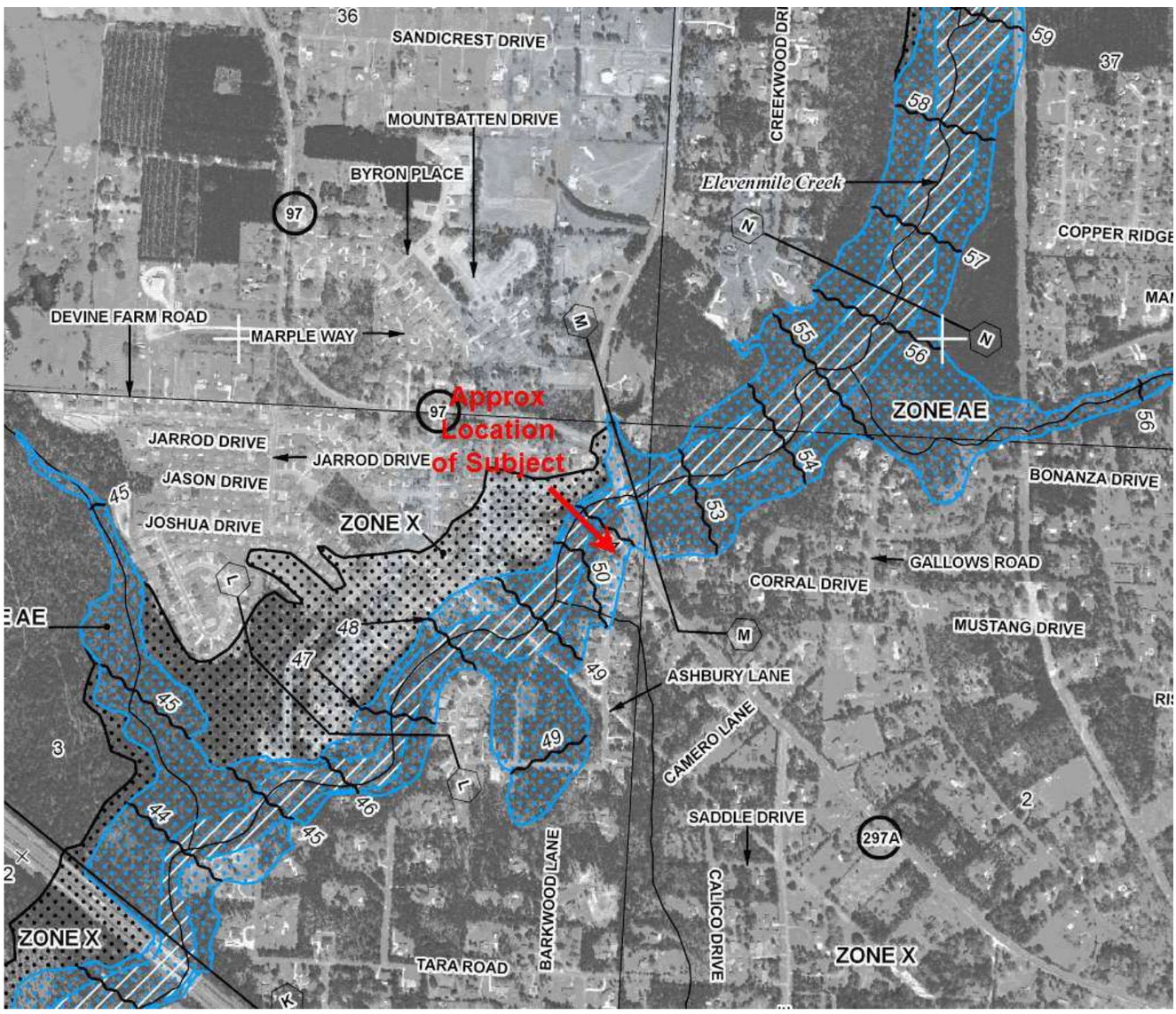
AERIAL PHOTOGRAPH

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



FLOOD HAZARD MAP

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16138Z8
Property Address: 2705 Ashbury Lane		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE SALE #1

2140 Jarrod Drive
Cantonment
Sale Date: 01/15/2016
Sale Price: $ 170,000



COMPARABLE SALE #2

2551 Southern Oaks Drive
Cantonment
Sale Date: 06/23/2016
Sale Price: $ 182,900



COMPARABLE SALE #3

2569 Southern Oaks Drive
Cantonment
Sale Date: 07/08/2016
Sale Price: $ 169,500

SEM
File No. 16138Z8

USPAP ADDENDUM

Borrower: N/A
Property Address: 2705 Ashbury Lane
City: Cantonment County: Escambia State: FL Zip Code: 32533
Lender: Escambia County, Engineering Dept

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 30-90 days.

Exposure time is the estimated length of time that the proeprty interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to be exposed for three to six months on the open market of the effective date of this appraisal, at the appraised market value.

Additional Certifications

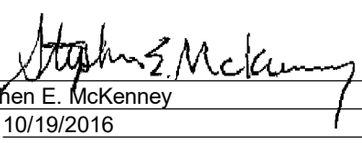
[X] I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

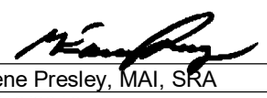
Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property with the appraiser; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature: 
Name: Stephen E. McKenney
Date Signed: 10/19/2016
State Certification #:
or State License #: St. Reg. Trn. REA #RI8246
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Effective Date of Appraisal: October 11, 2016

SUPERVISORY APPRAISER (only if required):

Signature: 
Name: M. Eugene Presley, MAI, SRA
Date Signed: 10/19/2016
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [ ] Exterior-only from street [X] Interior and Exterior

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Sadur - 2705 Woodbreeze Drive







Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311500015002
Account:	090238270
Owners:	SADUR PAUL R & MARIA M
Mail:	2705 WOODBREEZE DR CANTONMENT, FL 32533
Situs:	2705 WOODBREEZE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$135,322	$168,572	$136,999
2015	$33,250	$129,509	$162,759	$136,047
2014	$24,938	$81,557	$106,495	$106,495

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1993	3479	297	$134,100	WD	View Instr
04/1990	2845	355	$126,500	WD	View Instr
03/1989	2680	396	$22,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 15 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 3479 P 297

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.5286

Zoned:
MDR

Evacuation & Flood Information
Open Report



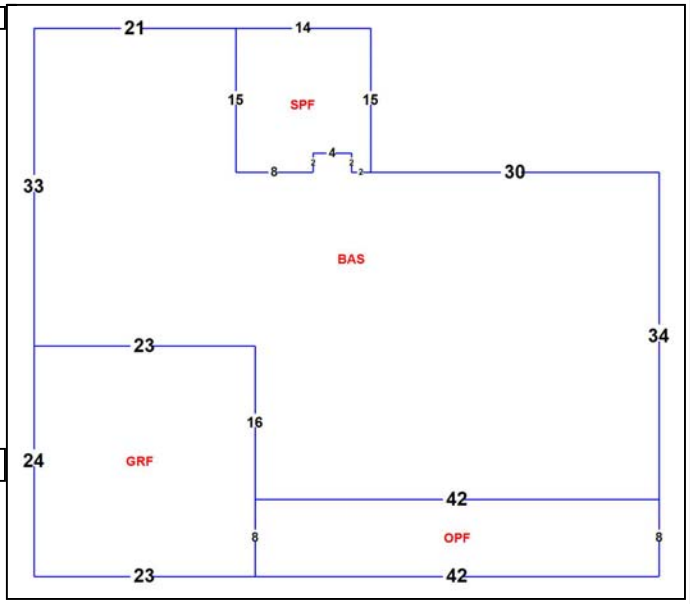
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2705 WOODBREEZE DR, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*SIDING-LAP.AAVG*
FLOOR COVER-*TILE/STAIN CONC/BRICK*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3255 Total SF

BASE AREA - *2165*
GARAGE FIN - *552*
OPEN PORCH FIN - *336*
SCRN PORCH FIN - *202*

Images



1/27/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Sadur Parcel
2705 Woodbreeze Drive

N

30 15 0 30 Meters

Bristol Park

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Paul and Maria Sadur
Address of property adjoining 11-Mile Creek: 2705 Woodbreeze Drive, Cantonment FL 32533

Phone Number(s): 850-505-9931 954-547-6431
Email address (optional): _____
How many years have you lived at this location? 24 Yrs.

1. Are you current owner of the property? Yes: ☐ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☒ Home flooding: Depth of flooding: 1 feet 0 inches
   - ☐ Severe yard flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Severe street flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Other: _____ Depth of flooding: _____ feet _____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you ~~will~~ willing to ~~sale~~ sell the County ~~you~~ your property to prevent future flooding? Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☑ No: ☐

Does anyone proofread these forms?

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No ✓

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ 0.00.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? No
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment?_____
If so, how much ICC funds do you plan on receiving?_____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: $8,500 (approx.)

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: 0.00

Owner Name:
Paul & Maria Sadur

Property Address:
2705 Woodbreeze Drive
Cantonment FL 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Paul R. Sadur
Signed

Maria M. Sadur
Signed

Date Feb. 5, 2017

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 2705 Woodbreeze Drive
Cantonment FL 32533

Owner(s) Mailing Address:
2172 W. Nine Mile Road, PMB 392
Pensacola FL 32534

Owner(s) Name(s):
Paul and Maria Sadur

Contact Telephone Number:
850-505-9931 / 954-547-6431

Contact Email Address:
dragoman1@aol.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Paul R. Sadur
Owner's Signature

February 5, 2017
Date

Maria M. Sadur
Owner's Signature

February 5, 2017
Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

☒ I am a citizen or non-citizen national of the United States.

☐ I am a qualified alien of the United States.

☐ Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Paul R. Sadur	Paul R Sadur	1/28/47	2/15/17

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
2705 Woodbreeze Drive	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 2705 Woodbreeze Drive

Structure Data Summary			
Community			Escambia County
Address			2705 Woodbreeze Drive
Owner Name			Sadur
Total Square Footage			3255
Living Square Footage			2165
Year Built			1989
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$168,572.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$210,715.00
Independent Appraised Value or Average Value of Independent Appraisals			$211,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$15,689.10
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	918.33	SY	$4,251.88
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	8.27	1000 SF	$3,917.61
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$33,104.59
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$28,423.60**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$568.47
Final Total Pre and Post-Construction Cost			**$713.87**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$5.00
Property Tax (to be prorated)			$1,565.07
Recording Fees			$50.00
Final Closing Costs			**$2,420.07**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$254,207.54**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

Presley-McKenney & Associates, Inc.

Uniform Residential Appraisal Report

SEM
File No. 16145Z8

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 2705 Woodbreeze Drive | City Cantonment | State FL | Zip Code 32533
Borrower N/A | Owner of Public Record Paul R. & Maria M. Sadur | County Escambia
Legal Description Lt 15, Blk B, Bristol Park, Unit I, PB 13, P 100, OR 3479, P 297
Assessor's Parcel # 03-1S-31-1500-015-002 | Tax Year 2015 | R.E. Taxes $ 1,552.28
Neighborhood Name Bristol Park | Map Reference Z8 | Census Tract 37860-12-033-0036.12
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ None [ ] PUD | HOA $ 50.00 [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] 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? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). Pensacola Association or Realtor Multiple Listing Service (PARMLS)

CONTRACT

I [ ] did [X] 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? [ ] 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	[ ] Increasing	[X] Stable	[ ] Declining		PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply		$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] 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 %
									190 Pred.	10-15	Other vacant	35 %

Neighborhood Description See Attached Addendum

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.

SITE

Dimensions 89.47' x 236.22' x 121.08 x 215.18' | Area 0.5286 Acres | Shape Wedge | View Cul de Sac
Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] 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? [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. 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.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials/condition		INTERIOR materials/condition	
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space		Foundation Walls	Concrete/Unknown	Floors	CeramicTile/Gd
# of Stories 1		[ ] Full Basement [ ] Partial Basement		Exterior Walls	Masonry/Avg	Walls	DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.		Roof Surface	DimenShingles/Av	Trim/Finish	Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish %		Gutters & Downspouts	Yes/Good	Bath Floor	CermTile/Good
Design (Style) Traditional		[ ] Outside Entry/Exit [ ] Sump Pump		Window Type	Vinyl/Good	Bath Wainscot	CT&Fiber/Good
Year Built 1989		Evidence of [ ] Infestation		Storm Sash/Insulated	None	Car Storage	[ ] None
Effective Age (Yrs) 10		[ ] Dampness [ ] Settlement		Screens	Yes	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant		Amenities	[ ] WoodStove(s) #	Driveway Surface	Concrete
[X] Drop Stair	[ ] Stairs	[X] Other HtPmp	Fuel Electric	[X] Fireplace(s) # 1	[X] Fence WdPrvcy	[X] Garage	# of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning		[X] Patio/Deck Patio	[X] Porch	[ ] Carport	# of Cars
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[ ] Pool	[X] Other Sprinkler	[ ] Att.	[ ] Det. [X] Built-in

Appliances [ ] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: 7 Rooms | 3 Bedrooms | 2 Bath(s) | 2,163 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). High ceiling in living room, granite countertops throughout, two dormers, sun room with wall unit HVAC.
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.

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.

Uniform Residential Appraisal Report

SEM
File No. 16145Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ to $.

There are 4 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	
Address	2705 Woodbreeze Drive Cantonment	804 Alysheba Court Cantonment		3424 Natherly Drive Cantonment		655 Mohegan Circle Cantonment	
Proximity to Subject		1.75 miles east		2 miles west		3.5 miles north	
Sale Price	$ N/A		$ 202,000		$ 194,900		$ 233,500
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 95.64 sq. ft.		$ 90.27 sq. ft.		$ 98.11 sq. ft.	
Data Source(s)	Inspection	Closed MLS #476805		Closed MLS #494066		Closed MLS #497491	
Verification Source(s)		Public records		Public records		Public records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional None	FHA None		Conventional None		Conventional None	
Date of Sale/Time	N/A	04/17/2015		04/04/2016		07/29/2016	
Location	Bristol Park	Pine Forest Estates		Arbor Ridge		Indian Lake	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.5286 Acres	0.23 Acres		0.2388 Acres		0.47 Acres	
View	Cul de Sac	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	27+/- Years	+/-21 Years		+/-10 Years		+/-3 Years	
Condition	Good	Good		Good		Very Good	-9,500
Above Grade Room Count (Total / Bdrms. / Baths)	7 / 3 / 2	8 / 4 / 2		8 / 4 / 3	-3,000	8 / 4 / 3	-3,000
Gross Living Area 55.23	2,163 sq. ft.	2,112 sq. ft.	2,800	2,159 sq. ft.	200	2,380 sq. ft.	-12,000
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,CvrdPatio,Dk		Porch,ScrnPatio		Porch,Cvrd Patio	
Fireplace	1 F/P	1 F/P		1 F/P		1 F/P	
Site Imprvments	Fence,Sprinkler	Fence, Sprnklr		Fence, Sprnklr		Fence, Sprnklr	
Other	Sun Room	AbvGrndPool,YdBd	8,500	Yard Bldg	10,500	None	12,000
Net Adjustment (Total)		[X] + [ ] -	$ 11,300	[X] + [ ] -	$ 7,700	[ ] + [X] -	$ 12,500
Adjusted Sale Price of Comparables		Net Adj. 5.6% Gross Adj. 5.6%	$ 213,300	Net Adj. 4.0% Gross Adj. 7.0%	$ 202,600	Net Adj. -5.4% Gross Adj. 15.6%	$ 221,000

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] 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 [X] 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. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 212,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 212,000 **Cost Approach (if developed) $** **Income Approach (if developed) $**

See Attached Addendum

This appraisal is made [X] "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 $ 212,000 **as of** October 21, 2016 **, which is the date of inspection and the effective date of this appraisal.**

ADDITIONAL COMMENTS

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW			OPINION OF SITE VALUE ..... = $
Source of cost data			Dwelling Sq. Ft. @ $ ..... = $
Quality rating from cost service	Effective date of cost data		Sq. Ft. @ $ ..... = $
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			
			Garage/Carport Sq. Ft. @ $ ..... = $
			Total Estimate of Cost-New ..... = $
		Less 50 Physical	Functional / External
		Depreciation	= $ ( )
			Depreciated Cost of Improvements ..... = $
			"As-is" Value of Site Improvements ..... = $
Estimated Remaining Economic Life (HUD and VA only)	40 Years		INDICATED VALUE BY COST APPROACH ..... = $

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent $ X Gross Rent Multiplier = $ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases | Total number of units | Total number of units sold

Total number of units rented | Total number of units for sale | Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.

6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

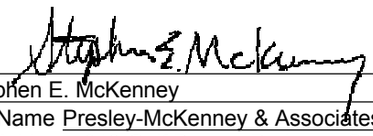
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.

3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.

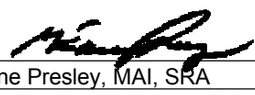
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Stephen E. McKenney
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature and Report 11/14/2016
Effective Date of Appraisal October 21, 2016
State Certification #
or State License # St. Reg. Trn. REA #RI8246
or Other (describe) State #
State Florida
Expiration Date of Certification or License 11/30/2016

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
Name M. Eugene Presley, MAI, SRA
Company Name Presley-McKenney & Associates, Inc.
Company Address 913 Gulf Breeze Parkway, Suite 30
Gulf Breeze, FL 32561
Telephone Number 850-916-7066
Email Address presleymckenney@gmail.com
Date of Signature 11/14/2016
State Certification # Cert Gen RZ 103
or State License #
State Florida
Expiration Date of Certification or License 11/30/2016

ADDRESS OF PROPERTY APPRAISED
2705 Woodbreeze Drive
Cantonment, FL 32533

APPRAISED VALUE OF SUBJECT PROPERTY $ 212,000

LENDER/CLIENT
Name Escambia County
Company Name Escambia County, Engineering Dept
Company Address 3363 W. Park Place
Pensacola, FL 32505
Email Address

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection
☒ Did inspect interior and exterior of subject property
Date of Inspection October 21, 2016

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☒ Did inspect exterior of comparable sales from street
Date of Inspection October 21, 2016

ADDENDUM

Borrower: N/A	File No.: 16145Z8	
Property Address: 2705 Woodbreeze Drive	Case No.: SEM	
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		

Neighborhood Description
The subject neighborhood is at the northern edge of suburban growth of the urbanized areas of the City of Pensacola. With physical barriers to urban growth of Pensacola on the south, east, and west, the northern edge is the default area where any future growth will occur. The subject neighborhood includes established commercial development along US Highway 29 and most of Nine Mile Road. Commercial development and uses are increasing along Nine Mile Road, extending to the west of its intersection with Pine Forest Road. This commercial growth is in response to increasing residential subdivision development in the area over the last 10 to 25 years. Most residential development in this former agricultural-oriented band of the metropolitan area has occurred as branches from Nine Mile Road, Kingsfield Road, and Pine Forest Road.

Comments on Sales Comparison
From our research of the market area, three sales have been selected to which to compare the subject. These sold properties bracket the subject for home size and are of a similar quality of construction. The subject property has had significant interior renovations within the last two years. Sale One has had similar renovations. The subject has a similar effective age to Sale Two. Being only about three years old, Sale Three is superior for condition when the subject is compared to it, necessitating an adjustment.

Sales Two and Three require adjustment for a third bathroom. Size adjustments have been applied to all sales with Sale Two being the most similar to the subject for this characteristic. Finally, the subject's attached sun room is compared against additional items found associated with each of the sold properties. In each instance, this results in a positive adjustment to the subject.

Following all adjustments, the sales show a range of market value for the subject property between $202,600 and $221,000. With weight to each, it is our opinion that the sales indicate a current market value of $212,000 for the subject property.

Final Reconciliation
Of the three approaches to value, the direct sales comparison approach is the most reliable in rendering an opinion of market value for the subject property. With the subject involving a recently renovated home of over 27 years old, development of the cost approach is not considered as reliable a method of determining current market value as the direct sales comparison approach. Development of the cost approach is most applicable with new construction located in areas where recent sales of similar vacant lots are abundant and the market area has a reasonable supply of newly built, speculative homes inventory. Development of the income approach is most reliable in markets where there are an abundance of rental properties; homes within the subject neighborhood are almost entirely owner-occupied. Based on the research and analysis, we estimate the current market value of the subject property as $212,000.

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: October 21, 2016
Appraised Value: $ 212,000



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A		File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



COMPARABLE SALE #1

804 Alysheba Court
Cantonment
Sale Date: 04/17/2015
Sale Price: $ 202,000



COMPARABLE SALE #2

3424 Natherly Drive
Cantonment
Sale Date: 04/04/2016
Sale Price: $ 194,900

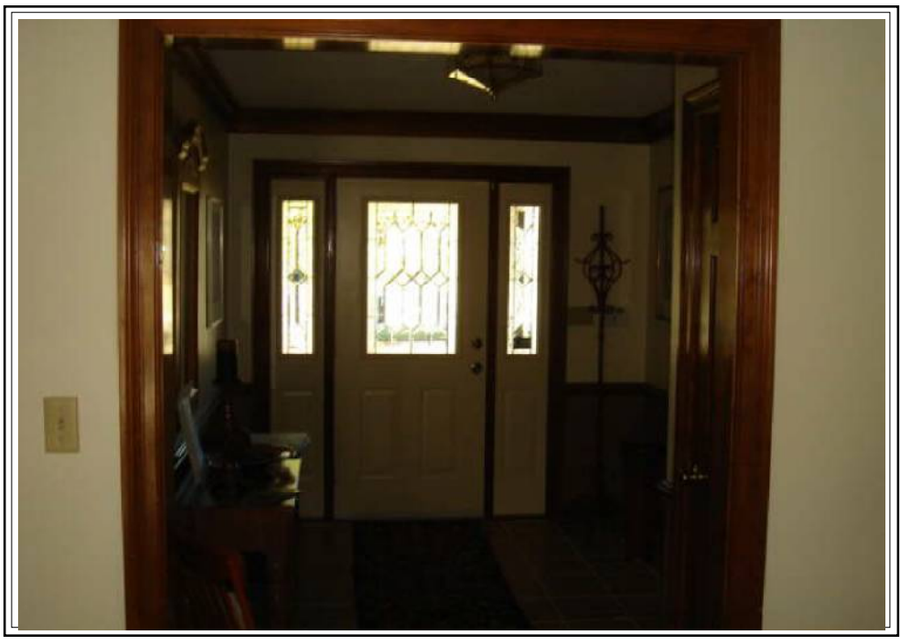


COMPARABLE SALE #3

655 Mohegan Circle
Cantonment
Sale Date: 07/29/2016
Sale Price: $ 233,500

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Foyer



View of Fireplace



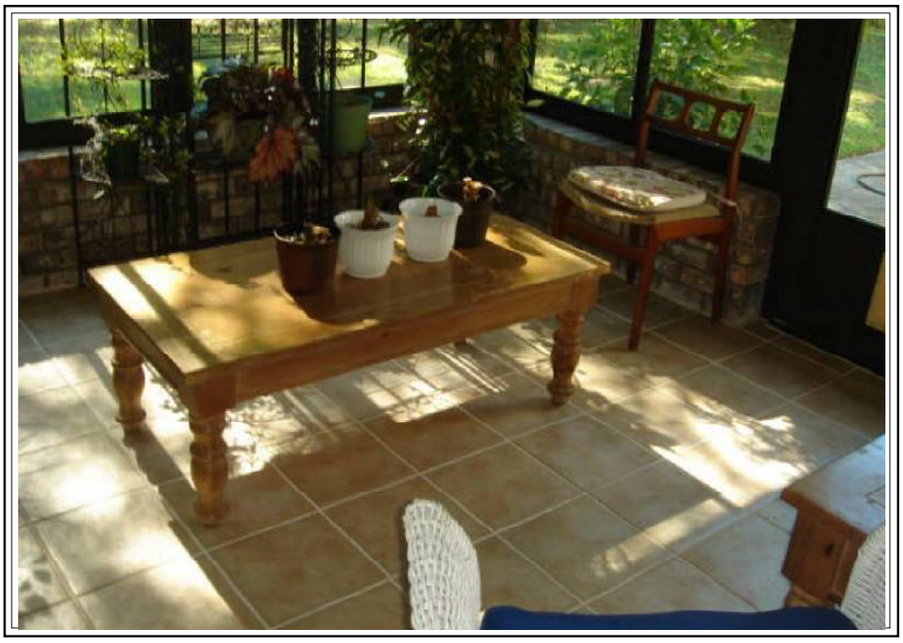
View of Living Room

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Kitchen



View of Sun Room



View of Sun Room

SUBJECT PHOTOGRAPHS

Borrower: N/A		File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



View of Master Bathroom



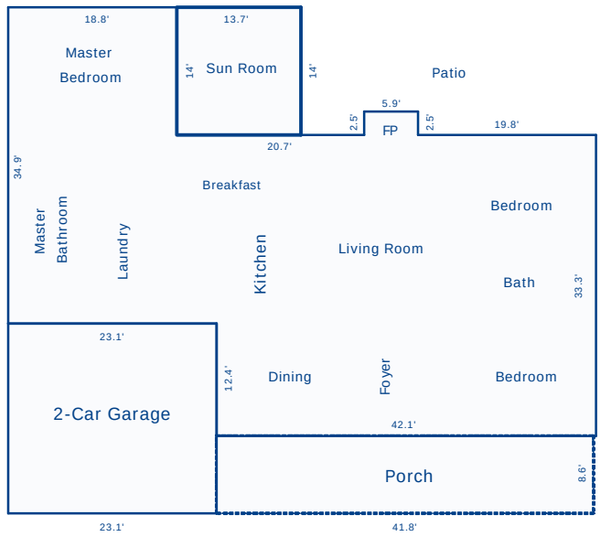
View of Wooden Privacy Fencing



View of Rear of Lot

FLOORPLAN SKETCH

Borrower: N/A	File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive	Case No.: SEM
City: Cantonment	State: FL Zip: 32533
Lender: Escambia County, Engineering Dept	



Sketch by Apex Sketch v5 Standard™

Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	First Floor	2162.67	2162.67
GBA1	First Floor	191.80	191.80
GAR	Garage	485.10	485.10
P/P	Porch	359.48	359.48
Net LIVABLE Area		(rounded)	2163
Net BUILDING Area		(rounded)	192

LIVING/BUILDING AREA BREAKDOWN

Breakdown				Subtotals
First Floor				
20.9	x	65.2		1362.68
14.0	x	18.8		263.20
2.5	x	5.9		14.75
12.4	x	42.1		522.04
13.7	x	14.0		191.80
5 Items			(rounded)	2354

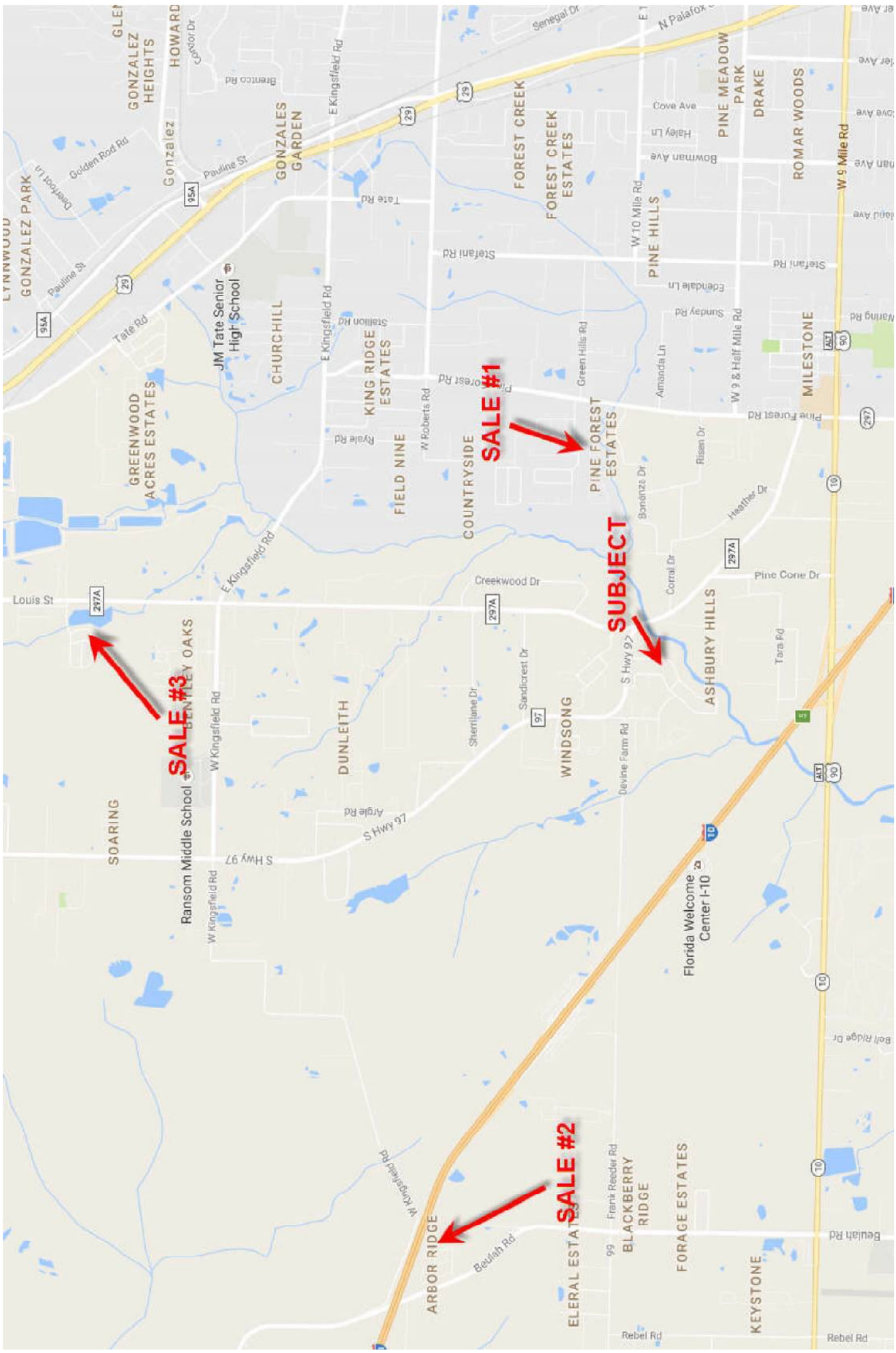
PLAT MAP

Borrower: N/A		File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



LOCATION MAP

Borrower: N/A		File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive		Case No.: SEM
City: Cantonment	State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept		



AERIAL PHOTOGRAPH

Borrower: N/A	File No.: 16145Z8
Property Address: 2705 Woodbreeze Drive	Case No.: SEM
City: Cantonment State: FL	Zip: 32533
Lender: Escambia County, Engineering Dept	



SEM
File No. 16145Z8

USPAP ADDENDUM

Borrower: N/A
Property Address: 2705 Woodbreeze Drive
City: Cantonment County: Escambia State: FL Zip Code: 32533
Lender: Escambia County, Engineering Dept

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90-180 days.

Exposure time is the estimated length of time that the proeprty interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective opinion based on an analysis of past events that assumes a competitive and open market. The appraiser has determined that the subject property would have to be exposed for three to six months on the open market of the effective date of this appraisal, at the appraised market value.

Additional Certifications

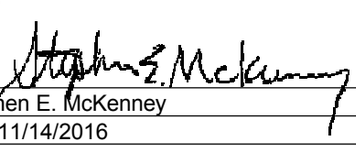
[X] I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

[ ] I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

Stephen McKenney, Florida State Registered Real Estate Trainee Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification. This assistance included visiting the subject property with the appraiser; researching the market area, subject property, and market trends; analyzing the market and comparable properties; and reporting of descriptions, research, and analysis.

APPRAISER:

Signature: 
Name: Stephen E. McKenney
Date Signed: 11/14/2016
State Certification #:
or State License #: St. Reg. Trn. REA #RI8246
or Other (describe): State #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Effective Date of Appraisal: October 21, 2016

SUPERVISORY APPRAISER (only if required):

Signature: 
Name: M. Eugene Presley, MAI, SRA
Date Signed: 11/14/2016
State Certification #: Cert Gen RZ 103
or State License #:
State: FL
Expiration Date of Certification or License: 11/30/2016
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [ ] Exterior-only from street [X] Interior and Exterior

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Thacker - 2707 Woodbreeze Drive







Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311500016002
Account:	090238275
Owners:	THACKER JONATHAN D & THACKER AMY C
Mail:	2707 WOODBREEZE DR CANTONMENT, FL 32533
Situs:	2707 WOODBREEZE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$162,561	$195,811	$163,418
2015	$33,250	$155,580	$188,830	$162,283
2014	$24,938	$102,412	$127,350	$127,350

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/19/2012	6950	667	$100	OT	View Instr
11/17/2012	6950	669	$174,900	WD	View Instr
06/1999	4424	1893	$175,000	WD	View Instr
09/1993	3477	631	$100	WD	View Instr
09/1993	3434	557	$151,000	WD	View Instr
09/1989	2760	232	$157,900	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 16 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 6950 P 669

Extra Features
None

Parcel Information

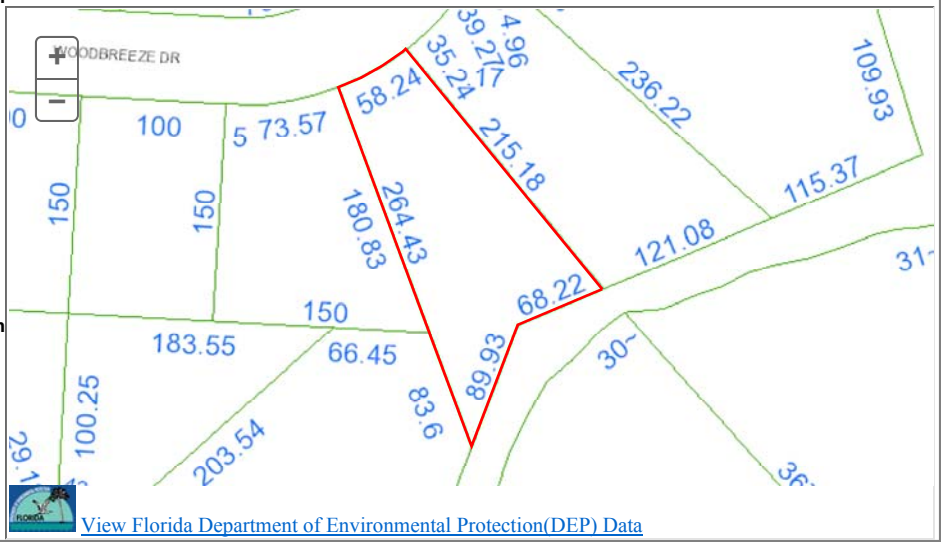
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.4565

Zoned:
MDR

Evacuation & Flood Information
Open Report



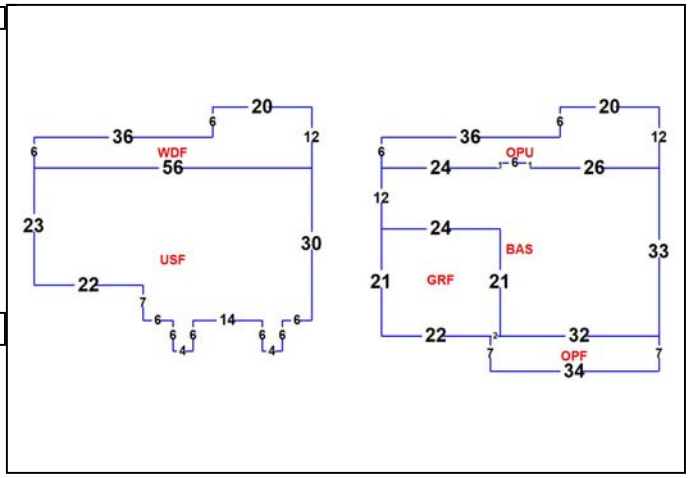
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2707 WOODBREEZE DR, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*2*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 4572 Total SF

BASE AREA - *1350*
GARAGE FIN - *504*
OPEN PORCH FIN - *238*
OPEN PORCH UNF - *450*
UPPER STORY FIN - *1574*
WOOD DECK FIN - *456*

Images



6/3/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Thacker Parcel
2707 Woodbreeze Drive

N

30 15 0 30 Meters

Bristol Park

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Jonathan + Amy Thacker
Address of property adjoining 11-Mile Creek: 2707 Woodbreeze DR Cantonment, FL 32533
Phone Number(s): 850-291-3147
Email address (optional): jonthack192@hotmail.com
How many years have you lived at this location? 4 Yrs.

1. Are you current owner of the property? Yes: ☑ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:

☑ Home flooding:	Depth of flooding: 1 feet 2 inches	
☑ Severe yard flooding of extended duration:	Depth of flooding: 3 feet 0 inches	
☑ Severe street flooding of extended duration:	Depth of flooding: 3 feet 0 inches	
☐ Other: _____	Depth of flooding: _____ feet _____ inches	

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☑ No: ☐

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No ✓

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ _____.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? _____
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment?_____
If so, how much ICC funds do you plan on receiving?_____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: $15,676.75 ALL WAS REINVESTED INTO PROPERTY

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received:_____

Owner Name:
Jonathan David Thacker
Amy Colleen Thacker

Property Address:
2707 Woodbreeze Dr
Cantonment, FL 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

_____ _____

Signed Signed

Date

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 2707 WOODBREEZE DR
CANTONMENT, FL 32533

Owner(s) Mailing Address:

SAME

Owner(s) Name(s):

Jonathan Thacker
Amy Thacker

Contact Telephone Number:

850-291-3147

Contact Email Address:

jonthack192@hotmail.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Owner's Signature — Date: 2/7/17

Owner's Signature — Date: 2-7-17

Owner's Signature — Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Jonathan David Thacker	J Th L	09/10/78	02/06/17

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
2707 Woodbreeze DR	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 2707 Woodbreeze Drive

Structure Data Summary			
Community			Escambia County
Address			2707 Woodbreeze Drive
Owner Name			Thacker
Total Square Footage			4572
Living Square Footage			2924
Year Built			1989
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$195,811.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$244,763.75
Independent Appraised Value or Average Value of Independent Appraisals			$218,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$22,037.04
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	1745.33	SY	$8,080.89
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	13.97	1000 SF	$6,623.68
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$45,987.61
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$39,484.96**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	50 + FL Surcharge Fee		$52.70
Survey	2%		$789.70
Final Total Pre and Post-Construction Cost			**$935.10**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$6.55
Property Tax (to be prorated)			$1,872.08
Recording Fees			$50.00
Final Closing Costs			**$2,728.63**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$272,798.69**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

BRANTLEY AND ASSOCIATES REAL ESTATE APPRAISAL CORP.
POB 12505, Pensacola, Florida 32591
850-433-5075 – shawnbrantley@brantleyassociates.com

MULTI-PURPOSE APPRAISAL FORM

September 7, 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:	2707 Woodbreeze Drive Cantonment, Florida 32533	B&A Job#:	RE16JP8637
		Effective Date of Value:	August 26, 2016
County:	Escambia	Date of Inspection:	August 26, 2016
Tax Parcel #:	03-1S-31-1500-016-002	Nature of Subject Property:	Single Family Dwelling
Owner:	Jonathan D. and Amy C. Thacker	Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of a 20,650 SF parcel improved with a detached 2,804 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 EIGHTEEN THOUSAND DOLLARS
$218,000
*****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. **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 December 6, 2012 when Jonathan D. Thacker and Amy C. Thacker acquired the subject property from Timothy E. Busbee for $174,900 via a General Warranty Deed recorded in OR Book 6950, Page 669.

NEIGHBORHOOD & MARKET ANALYSIS

Comments: The subject neighborhood is located just north of Pensacola, FL and is bound to the west by the Alabama state line, to the north by the rural areas of North Escambia County, to the east by US Hwy 29 and to the south by Michigan Ave. The area is a suburban location to the more populous areas in the City of Pensacola. This is a popular area and there is abundant residential and commercial growth seen throughout the neighborhood. The primary traffic corridor through the neighborhood is W 9 Mile Road. Commercial uses area located along 9 Mile Road while residential development is typically seen in neighborhoods located off of the primary roadways. Residential support services are seen throughout the neighborhood including, retail, grocery, convenience stores, hospitals, doctors and professional offices.

PROPERTY DESCRIPTION

Assessment/Taxes	$195,811 / $1,940.88	Utilities	All available
Site Size:	20,650 SF per plat	Zoning	MDR, Medium Density Residential
FEMA Flood Zone	"X" and "AE"	Soil Type	Garcon-Bigbee-Yemassee complex, occasionally flooded (Poorly Drained)
Site Frontage	58.24-ft Woodbreeze Dr	Road Type	Typical 2-lane asphalt paved roads
Property Type	Detached Two Story Single Family	Current Use	Single Family Residential
Building Area (SF)	2,804-SF	Source of Bldg. Area	Appraiser's measurements
Year Built	1989 (per Assessment)	Conformance to Zoning	Conforming
Effective Age	10-years	Rem. Econ. Life	40-years
Bedroom/Bath Count	4-bed / 2.5-bath	Occupancy	Owner
Quality	Average	Condition	Average
Foundation	Concrete	Wall and Roof Covering	Vinyl exterior and composition shingle roof
Ceiling & Wall Coverings	Finished drywall	Flooring	Wood laminate, carpet, split brick and ceramic tile
Doors	Metal and glass entry doors	Windows	Insulated windows in aluminum frames
HVAC	Central HVAC	Lighting	Mix of incandescent, recessed and fluorescent fixtures
Appliances & Fixtures	Average quality	Parking	2-Garage

Comments about the subject property: The site is level then drops steeply down to the creek at its rear boundary. The upland portion is dry and appears the site has benefitted from prior fill activity. The rear yard is fenced with a wood privacy fence along three sides and a five foot tall chain link fence along the rear boundary. The dwelling is a two story detached with a large covered front porch and a large covered wood deck on both stories along the rear. As seen in the photography, we observed minor items of deferred maintenance during our inspection including a hole in the vinyl at the rear of the dwelling that appears to have been a speaker that was removed. The remaining exterior appears to be in average condition with no other issues of deferred maintenance. The interior of the dwelling has seen some renovation due to the 2014 flooding including some new flooring, paint, kitchen cabinets and countertops. However some of the interior finishes appeared to be original finishes and are dated. As seen in the accompanying photography, the stairwell was in process of being renovated, and the stair coverings were missing. Additionally, there is a small area (approx. 6 SF) along the ceiling in the upstairs family room that was partially repaired. The sheetrock was replaced but the joints had not been taped, mudded or painted. Our photography includes the stairwell and sheetrock along with the removed speaker along the exterior of the dwelling.

HIGHEST AND BEST USE

Comments: Based on the zoning classification, the specific design of the structure, and the surrounding uses the maximally productive use of the subject is deemed to be to for continued occupancy as a single family residential dwelling.

THE SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property. We have gathered several sales and listings of comparable properties within the subject's general area, but have relied upon the most similar comps in arriving at an indication of value for the subject. Data sheets relative to these comps are attached.

Below are sales comparison grid(s) that summarize the amenities of the subject property and those of the comps that are perceived to cause variation in price. A unit of comparison is identified in the grid(s). A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comps for size.

The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property. Adjustments are applied to the calculated unit of comparison to account for observed differences between the subject and the comps. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.
Following are the adjustment grids.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

IMPROVED RESIDENTIAL SALES COMPARISON APPROACH

Select Unit of Comparison: Total Price

Justification for Unit of Comparison: Whole transactions are typical in the marketplace.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		COMPARABLE NO. 4	
Address	2707 Woodbreeze Dr Cantonment, FL	10040 Bristol Park Rd Cantonment, FL		2730 Ashbury Lane Cantonment, FL		10020 Bristol Park Rd Cantonment, FL		10010 Bristol Park Rd Cantonment, FL	
Proximity to Subject	N/A	Same development		0.50-mile SE		Same development		Same development	
Sales Price	N/A	$235,000		$192,000		$223,000		$245,500	
Price/Gross Living Area		$83.24		$78.24		$94.29		$97.34	
Verification Source	N/A	MLS# 484257, Agent		MLS# 473483, Agent		MLS #493594, Agent		MLS# 486193, Agent	
OR Book/Page	N/A	OR Book 7434, Page 427		OR Book 7368, Page 1406		OR Book 7546; Page 1656		OR Book 7408, Page 1903	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust
Sale/Financing Concessions		None		None		None		None	
Date of Sale/Time		Nov-15		Jun-15		Jun-16		Sep-15	
Location	Bristol Park	Similar		Similar		Similar		Similar	
Financing	All Available	Similar		Similar		Similar		Similar	
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length		Arm's Length	
Buyer Expenditures	None	None		None		None		None	
Time/Mkt Conditions	Aug-16	Unknown		Unknown		85-DOM		Unknown	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site	20,650-SF +/-	28,750-SF +/-		13,990-SF +/-		34,159-SF +/-		33,541-SF +/-	
View	Residential/Buffer	Residential/Buffer		Residential/Inferior	$5,000	Residential/Buffer		Residential/Buffer	
Design and Appeal	Vinyl/Average	Brick/Superior	-$1,000	Brick/Superior	-$1,000	Brick/Superior	-$1,000	Brick/Superior	-$10,000
Quality of Construction	Average	Average/Similar		Average/Similar		Good/Superior	-$5,000	Good/Superior	-$5,000
Age	A27/E10	A23/E5	-$5,000	A26/E15	$5,000	A24/E5	-$5,000	A23/E5	-$5,000
Condition of Prop.	Deferred Maint.	Superior	-$2,000	Similar		Superior	-$2,000	Superior	-$2,000
Room Count	4 2.5	3 2.5		4 2.0	$2,500	3 2.0	$2,500	4 3.0	-$2,500
Gross Living Area	2,804	2,823		2,454	$8,750	2,365	$10,975	2,522	$7,050
Bsmnt/Finished Below Grd	None	None		None		None		None	
Functional Utility	Average	Average		Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central		FWA/Central		FWA/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical		Typical	
Garage/Carport	2-Garage	2-Garage		2-Garage		2-Garage		2-Garage	
Porch, Patio, Deck, Fireplace(s), etc.	Deck, Fireplace	Enclosed inground pool, fireplace	-$10,000	Sunroom, Fireplace	$5,000	Gazebo, outbuilding, screened porch	-$5,000	Enclosed inground pool, outbuilding, fireplace	-$10,000
Net Adj. (total)			-$18,000		$25,250		-$4,525		-$27,450
Adjusted Sales Price	Net % Adjustment	-8%		13%		-2%		-11%	
of Comparable	Gross % Adjustment	8%	$217,000	14%	$217,250	14%	$218,475	17%	$218,050

Analysis of Sales: The selected comps represent sales of competitive residential dwellings in the subject area. The subject and three comps back up to a greenbelt providing an insulating buffer. Comp 2 does not have a buffer and is adjusted positively. A negative adjustment is applied to all of the comps for their superior brick exterior. Comps 3 and 4 are adjusted negatively for superior interior quality of finishes. Adjustments are made to the comps for differences in effective ages. Adjustments are applied to three comps for differences in bathrooms. Adjustments are applied to three comps for differences in size. Adjustments are applied to the comps for differences in amenity when compared to the subject. For Comp 2, the amenity adjustment is minimal because the sunroom is included in the living area. The adjusted comps provide a range of values from $217,000 to $218,475 and average $217,693. We reconcile at a rounded $218,000 for the subject property.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

LAND VALUATION – SALES COMPARISON APPROACH

Analysis of Land Sales and Reconciliation:

COST APPROACH

Replacement-Cost-New		$ -
Less Depreciation		
Physical	$0	
Functional	$0	
External	$0	
Total Depreciation		$ -
Depreciated Cost of Building Improvements		$ -
Depreciated value of site improvements*		
Land Value Opinion		
Entrepreneurial Profit 0%		$ -
Indicated Value by Cost Approach		$ -
Indicated Value by Cost Approach "R"		

Comments on Costs, Depreciation, Stories, etc… We have not utilized a Cost Approach in this appraisal because of the age of the improvements.

Analysis of cost data and reconciliation:

INCOME CAPITALIZATION APPROACH

Income			
Potential Gross Income:			$ -
Other Income			$ -
Gross Income:			$ -
Less Vacancy/Collection Loss @			$ -
Effective Gross Income			$ -
Expense Reimbursements			$ -
Total Income			$ -
Operating Expenses			
Reimbursed Expenses:			
Property Taxes	$ -		
Insurance	$ -		
Total Reimbursed Expenses:	$ -		
Non Reimbursed Expenses:			
Management/Payroll			
Property Taxes			
Building Insurance			
Maintenance			
Reserves			
Miscellaneous (Legal, Acct., etc.)			
Total Non Reimbursed Expenses	$ -		
Total Expenses			$ -
Net Operating Income			$ -
Estimated Value by Direct Capitalization*			
Estimated Value by Direct Capitalization "R"*			**$ -**

Comments on Income, Rents, etc. We have not utilized an Income Capitalization Approach or a Rent Multiplier Approach in this appraisal of a single-family residence because: (1) there is an inadequate number of comparables in the marketplace that have sold while rented in order to produce indications of a credible multiplier AND/OR (2) the market indications for the multiplier are so divergent and occupy such a wide range as to be inconclusive AND/OR (3) the motivations of buyers and sellers in the market place are not for investment/income production, but rather for occupancy and amenity.

Vacancy Expenses and Cap Rate: n/a

Analysis of income data and reconciliation: n/a

FINAL RECONCILIATION

The indications of value by the various approaches are:

Sales Comparison:	$218,000
Income	Not Used
Cost	Not Used

With all weight placed on the sales comparison approach, as it is the most applicable approach, we reconcile at $218,000 for the subject property. (Fee-Simple).

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) **buyer and seller are typically motivated;**
2) **both parties are well informed or well advised and each acting in what they consider their own best interests;**
3) **a reasonable time is allowed for exposure in the open market;**
4) **payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and**
5) **the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

(USPAP, as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/12-12/31/13).)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. **.This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**
2. **No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.**
3. **The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.**
4. **Responsible ownership and competent property management are assumed unless otherwise stated in this report.**
5. **The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.**
6. **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
7. **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
8. **It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.**
9. **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.**
10. **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.**
11. **Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.**
12. **It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.**
13. **The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.**
14. **Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.**
15. **Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.**
16. **The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.**
17. **Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.**
18. **Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.**

SCOPE AND EXTENT OF DATA COLLECTION AND ANALSIS

The SCOPE of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, County Property Appraiser, Planning and Zoning Department, County Public Records, County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications, and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood, and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing this appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography. The appraisers together certify that the property has been inspected sufficiently to insure that a credible value opinion has been achieved.

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search for comparable land sales was limited to the areas proximate to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. Data sources employed for the selection of comparable sales included the Multiple Listing Services for Pensacola and Metro Market Trends (regional data base). Additional Comments on scope:

CERTIFICATION

We certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography.
9. No one provided significant professional assistance to the person(s) signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; David Singleton, MAI, MBA, FL Cert Gen RZ 3501 & AL Certified General Real Property Appraiser G01003; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; Rosanna Banks, Clerical and Davis Allen, Clerical. Any Trainee contributing to this report has contributed no more than 16 hours in the appraisal process.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, and David C. Singleton, MAI have the completed the requirements of the continuing education program of the Appraisal Institute.
14. This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal" .
15. We certify that we have not appraised this property within the previous three years.
16. I certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.
17. I am (We are) competent to appraise this property.

Signature	R. Shawn Brantley, MAI	John Price
Name	R. Shawn Brantley, MAI, CCIM	John Price
License	State Certified General Appraiser, FL #RZ289	State Registered Trainee Appraiser, RI23955, FL
State	State Certified General Real Property Appraiser, AL G00419	Trainee Real Property Appraiser, T02003, AL

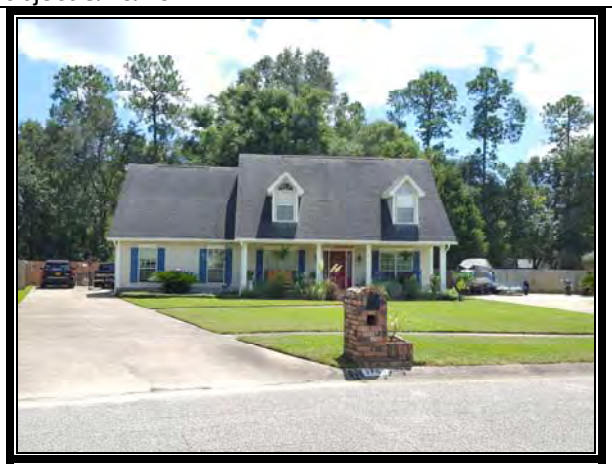
ADDENDA

Subject Photographs

Photographs of subject 8/26/16



Viewing west along Woodbreeze Drive, subject on left



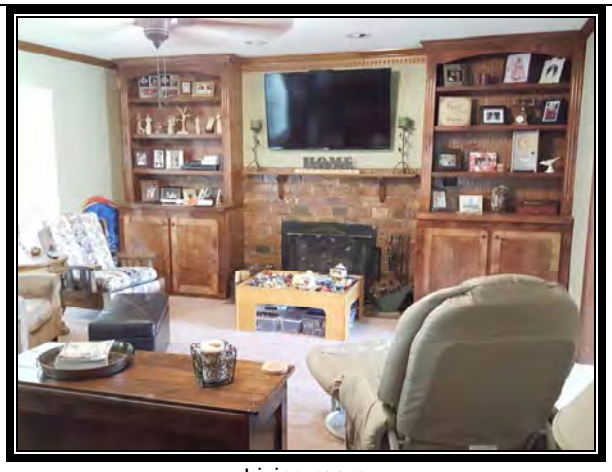
Viewing south at subject property from Woodbreeze Drive.



Viewing north at rear of subject property.



Viewing south at rear yard.



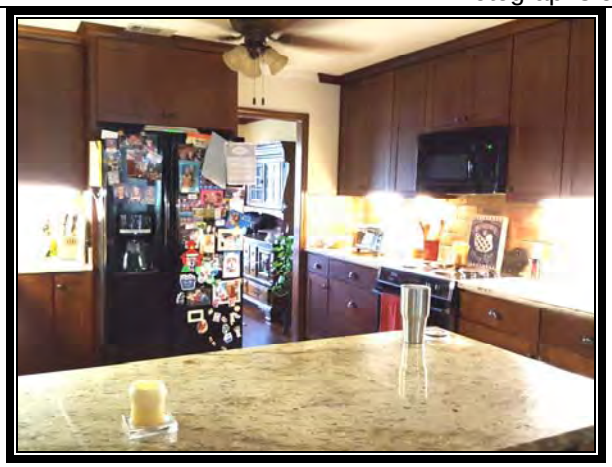
Living room



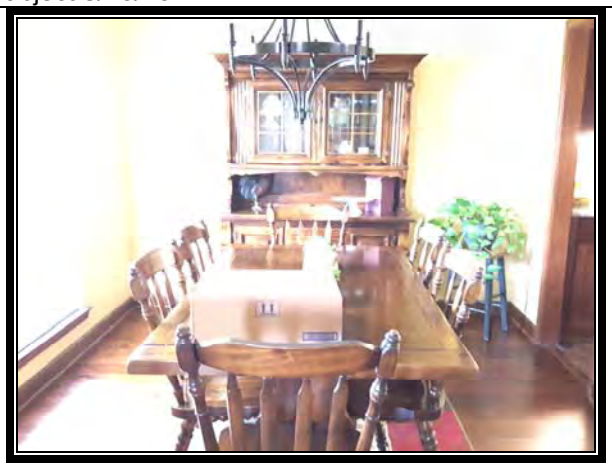
Den

Subject Photographs

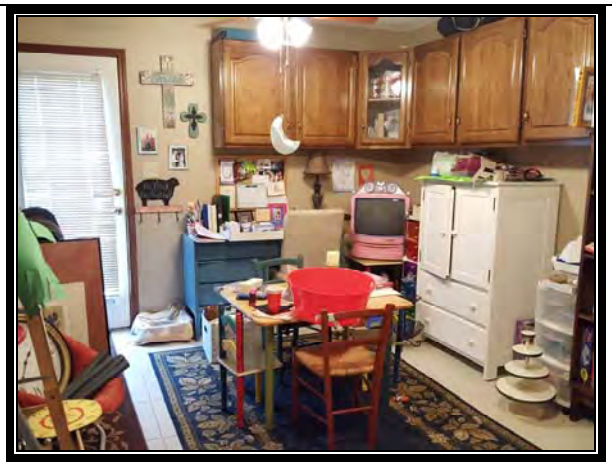
Photographs of subject 8/26/16



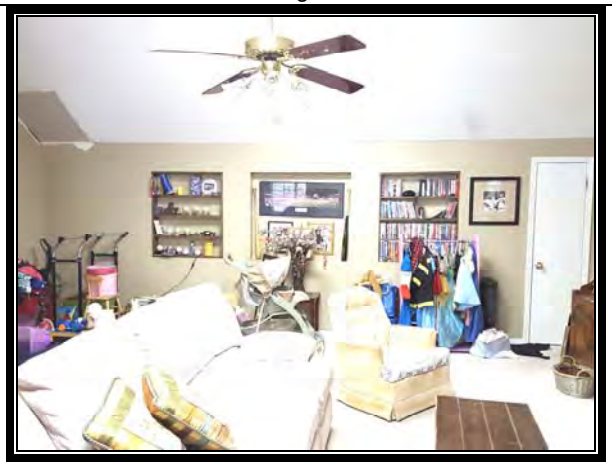
Kitchen



Dining room



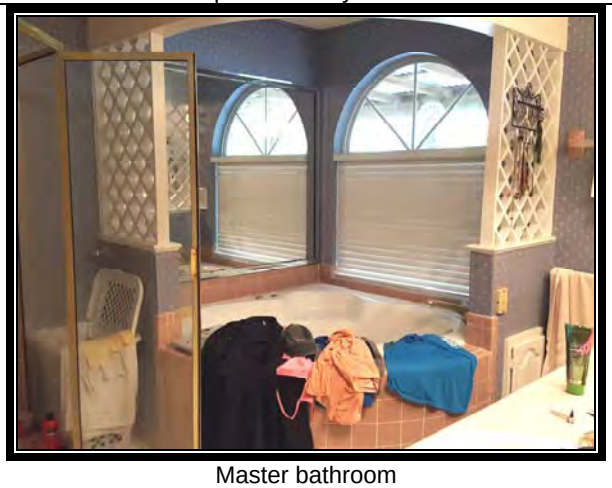
Office/Bonus room



Upstairs family room



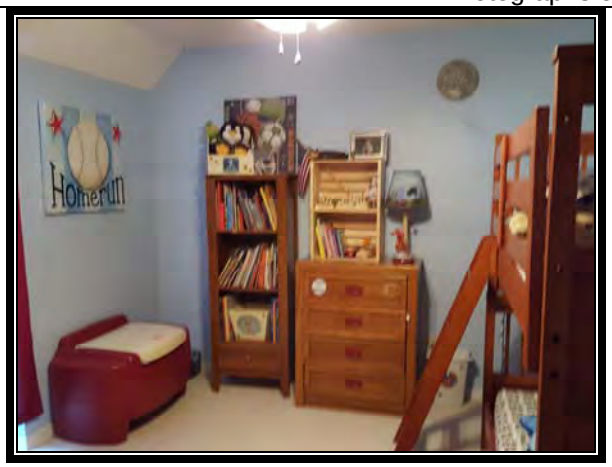
Master bedroom



Master bathroom

Subject Photographs

Photographs of subject 8/26/16



Spare bedroom



Additional spare bedroom



2nd Floor rear deck



Hole in exterior wall

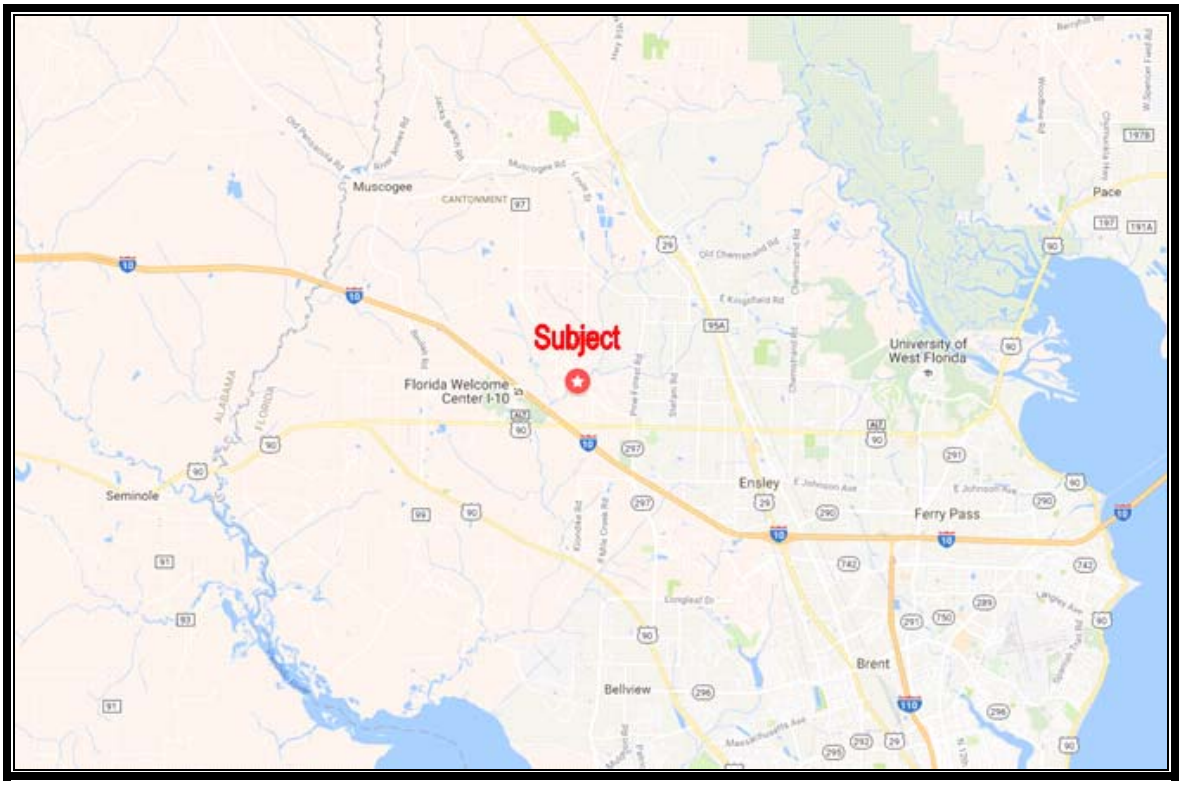


Patched sheetrock in upstairs family room



Stairwell

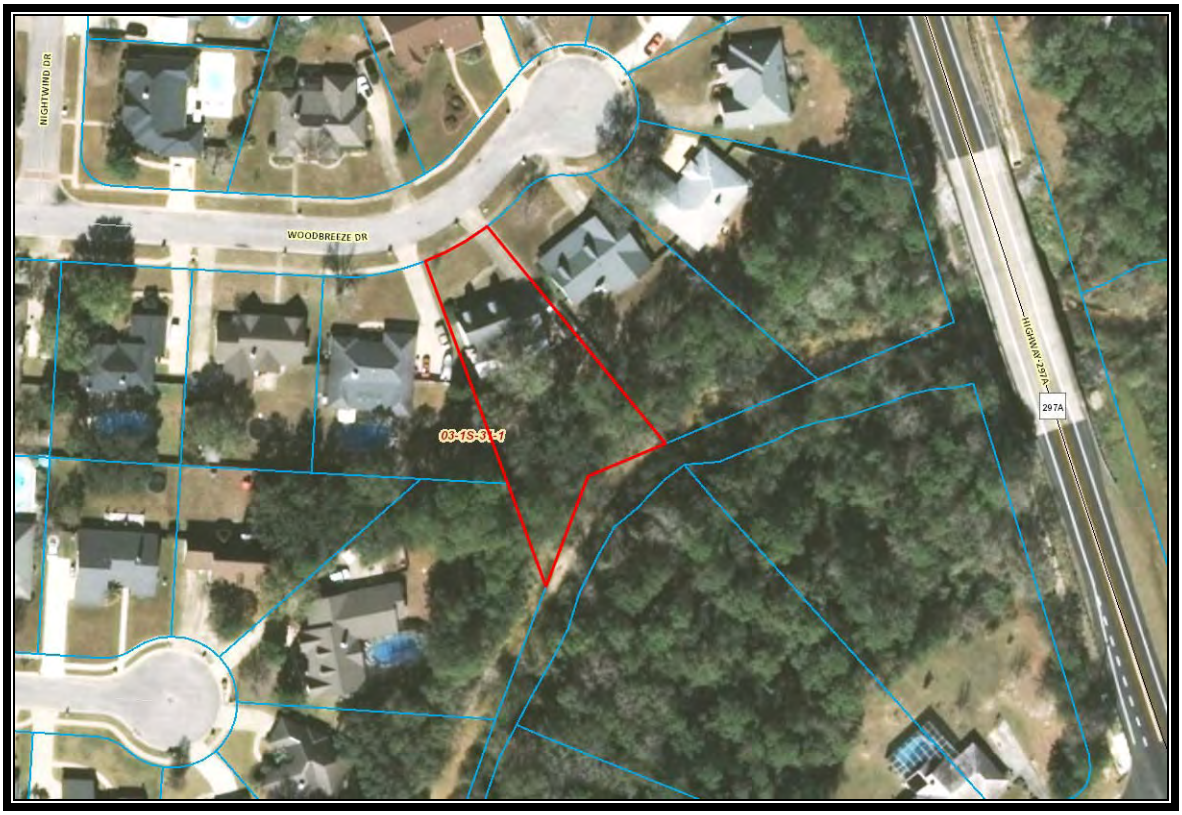
LOCATION MAP OF SUBJECT PROPERTY



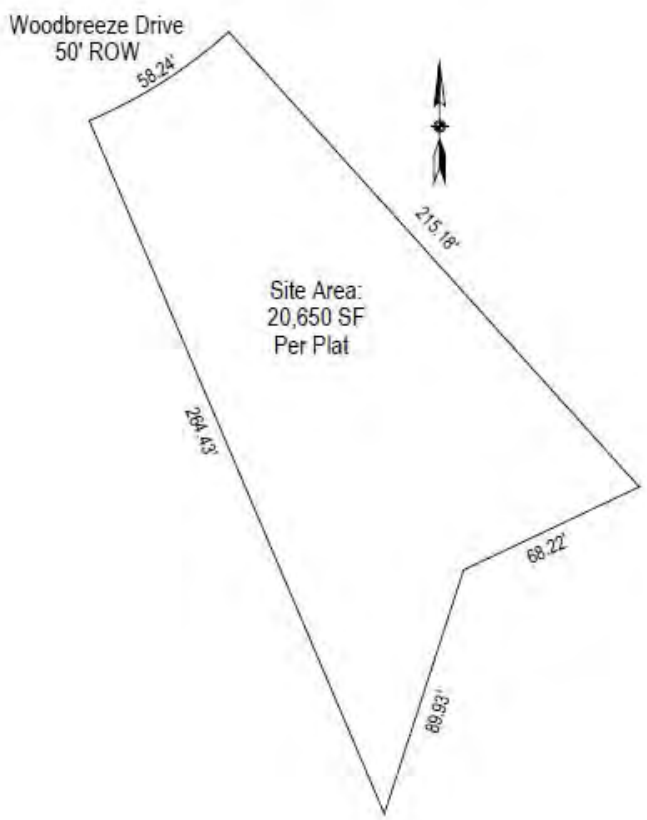


AERIAL MAP OF SUBJECT AND NEIGHBORHOOD

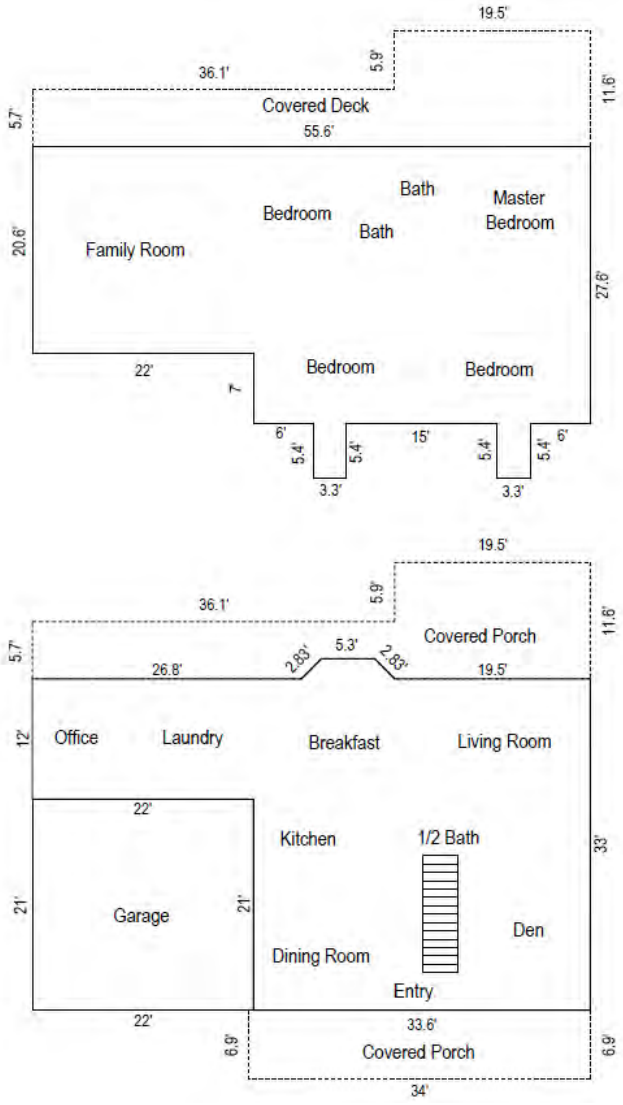




SKETCH OF SUBJECT SITE



SKETCH OF IMPROVEMENTS



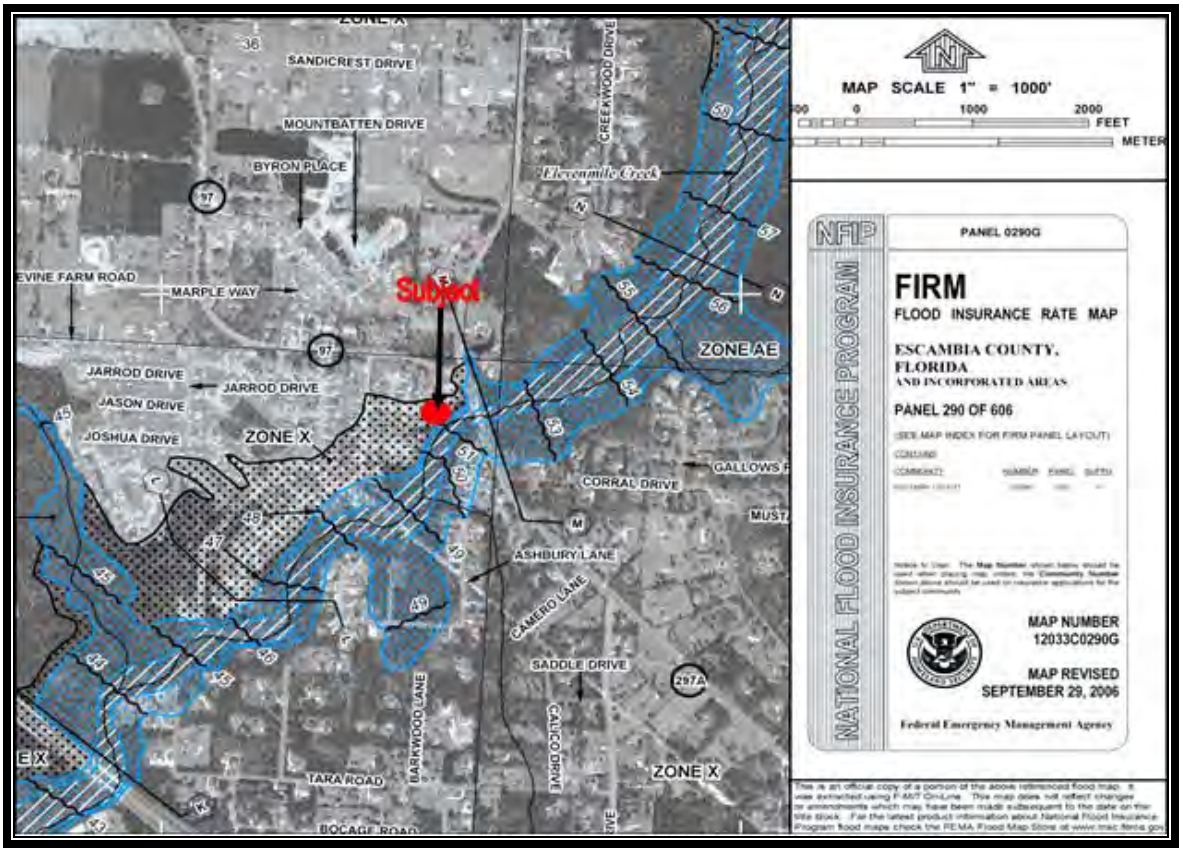
IMPROVEMENTS	
Dwelling	2,804 -SF
Garage	462 -SF
Rear Deck	849 -SF
Covered Entry	235 -SF

SOIL SURVEY MAP



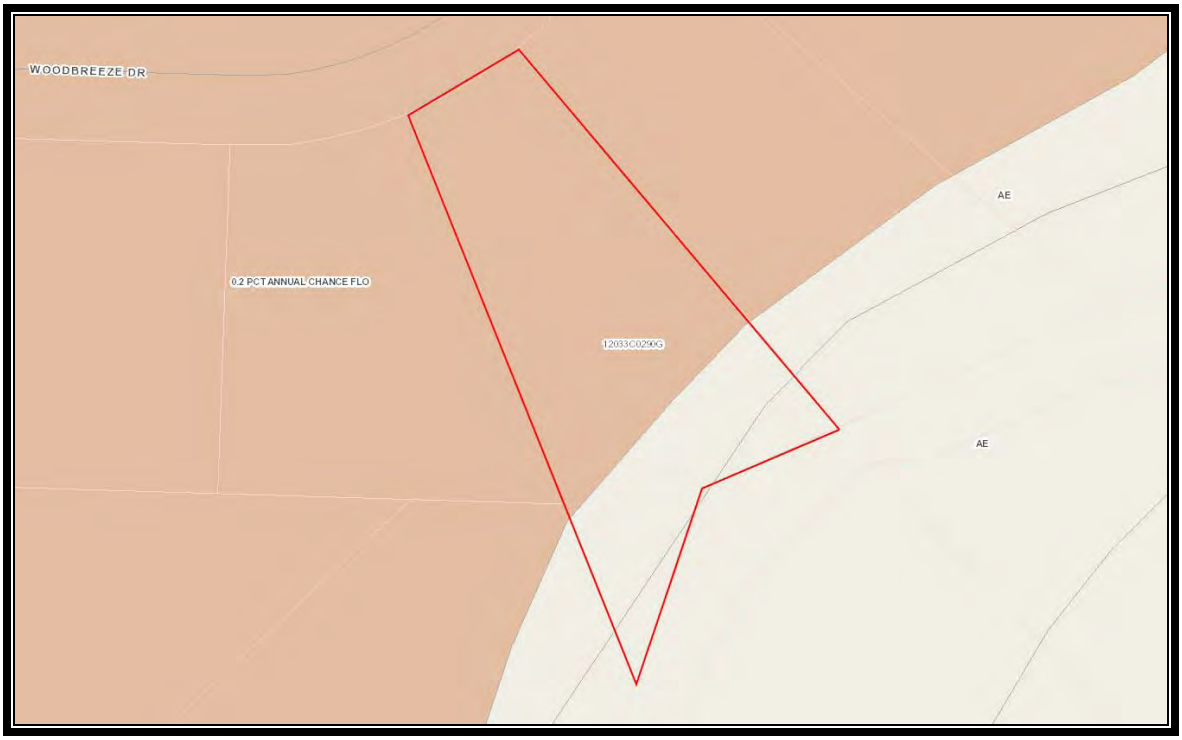
Number	Soil	Slope %	Drainage	Soil Material and Characteristics
46	Garcon-Bigbee-Yemassee complex, occasionally flooded	0-5	Poorly Drained	This map unit consists of the somewhat poorly drained Garcon and Yemassee soils and the excessively drained Bigbee soil. It is on flood plains and low terraces in the central and northern parts of the county. This map unit is suited to pines and hardwoods. The potential productivity is moderately high for slash pine, longleaf pine, loblolly pine, and hardwoods. The main management concerns are an equipment limitation, seedling mortality, and plant competition. The seasonal high water table and the flooding restrict the use of equipment to periods when the soils are dry. This map unit is not suited to most urban and recreational uses. The flooding and wetness are severe limitations affecting most uses. Buildings can be elevated above the expected level of flooding by constructing them on pilings or on well-compacted fill.
99	Water			

FEMA FLOOD MAP OF SUBJECT PROPERTY



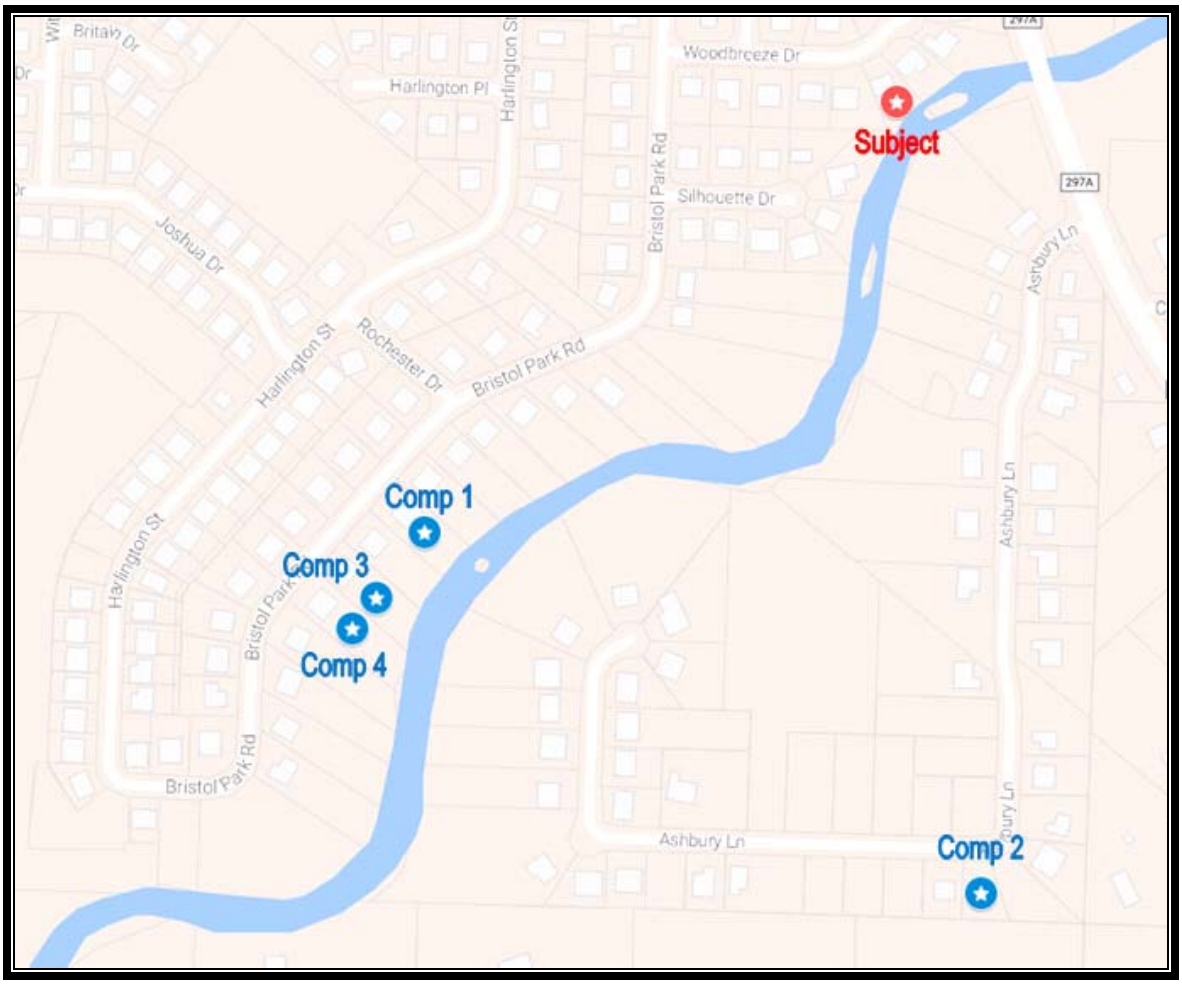
The subject site is contained on FEMA Map Panel 12033C0290G, dated 9/29/2006. According to the map panels, the entire subject property is located in an “X” and “AE” flood zone.

ESCAMBIA COUNTY FLOOD MAP OF SUBJECT PROPERTY



The grapic above is an excerpt from the Escambia County GIS indicating flood mapping for the subject (outlined in red) and the surrounding area. The Escambia County Flood Map indicates the north westernmost area of the subject property is located in an area of 0.2 percent annual chance of flooding. The southeastern most corner is located in a Flood Zone “AE”.

LOCATION MAP FOR SUBJECT AND IMPROVED COMPARABLES



PHOTOGRAPH OF IMPROVED COMPARABLE 1



AERIAL MAP OF IMPROVED COMPARABLE 1



PHOTOGRAPH OF IMPROVED COMPARABLE 2



AERIAL MAP OF IMPROVED COMPARABLE 2



PHOTOGRAPH OF IMPROVED COMPARABLE 3



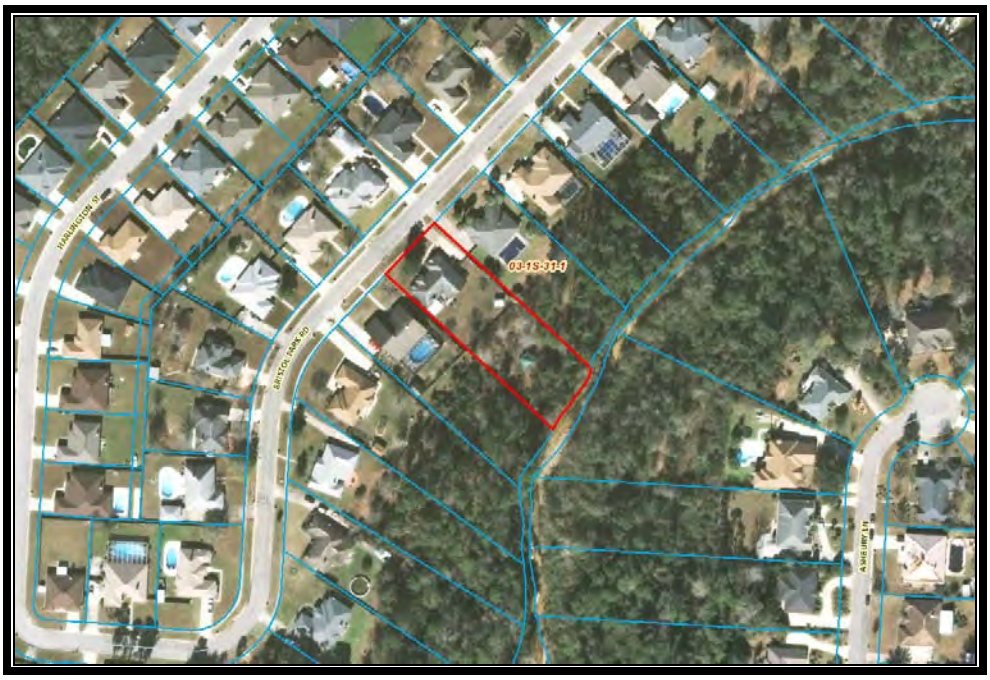
AERIAL MAP OF IMPROVED COMPARABLE 3



PHOTOGRAPH OF IMPROVED COMPARABLE 4



AERIAL MAP OF IMPROVED COMPARABLE 4



Recorded in Public Records 12/19/2012 at 10:58 AM OR Book 6950 Page 669, Instrument #2012096479, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $1224.30

Prepared by:
Rhonda D. Wilson
Jubilee Title and Escrow, Inc.
4300 Bayou Boulevard, Suite 7
Pensacola, Florida 32503

File Number: 2012-00222

Document modified pursuant to Section 119.07 F.S.

General Warranty Deed

Made this December 6, 2012 A.D. By

Timothy E. Busbee, a married man, whose address is: 1220 Trade Drive North, Las Vegas, NV 89030, hereinafter called the grantor, to

Jonathan D. Thacker and Amy C. Thacker, husband and wife, whose post office address is: [redacted] hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 16, Block B, Bristol Park, Unit 1, being a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 13, Page 100, of the Public Records of said County.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.Parcel ID Number: **031S311500016002**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2011.

DEED Individual Warranty Deed - Legal on Face

BK: 6950 PG: 670

Prepared by:
Rhonda D. Wilson
Jubilee Title and Escrow, Inc.
4300 Bayou Boulevard, Suite 7
Pensacola, Florida 32503

File Number: 2012-00222

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name LISA M. MIX

Witness Printed Name R. Wilson

Timothy E. Busbee (Seal)
Address:

(Seal)
Address:

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 17th day of November, 2012, by Timothy E. Busbee, who is/are personally known to me or who has produced Florida Driver's Lic as identification.

(SEAL)

Notary Public
Print Name: LISA M. MIX
My Commission Expires: 4/8/2013

LISA M. MIX
MY COMMISSION # DD 864089
EXPIRES: April 8, 2013
Bonded Thru Notary Public Underwriters

DEED Individual Warranty Deed - Legal on Face

BK: 6950 PG: 671 Last Page

Residential Sales Abutting Roadway Maintenance Disclosure

ATTENTION: Pursuant to the Escambia County Code of Ordinance Chapter 1-29.2, Article V, Sellers of Residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet County standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the Deed or other method of conveyance required to be made a part of the Public Records of Escambia County, Florida.
Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: [redacted]

Legal Address of Property: [redacted]

The County [X] has accepted [ ] has not accepted the abutting roadway for maintenance.

This form is completed by: Jubilee Title & Escrow
4300 Bayou Blvd., Suite 7
Pensacola, FL 32503

Signed, ~~sealed and delivered~~ in our presence:

Witness Signature
Print Name: LISA M. MIX

Witness Signature
Print Name: R Wilson

Timothy E. Busbee - Seller

Jonathan D. Thacker - Borrower

Amy C. Thacker - Borrower

2012-00222

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	0315311500016002
Account:	090238275
Owners:	THACKER JONATHAN D & THACKER AMY C
Mail:	2707 WOODBREEZE DR CANTONMENT, FL 32533
Situs:	2707 WOODBREEZE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$162,561	$195,811	$163,418
2015	$33,250	$155,580	$188,830	$162,283
2014	$24,938	$102,412	$127,350	$127,350

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/19/2012	6950	667	$100	OT	View Instr
11/17/2012	6950	669	$174,900	WD	View Instr
06/1999	4424	1893	$175,000	WD	View Instr
09/1993	3477	631	$100	WD	View Instr
09/1993	3434	557	$151,000	WD	View Instr
09/1989	2760	232	$157,900	WD	View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 16 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 6950 P 669

Extra Features
None

Parcel Information

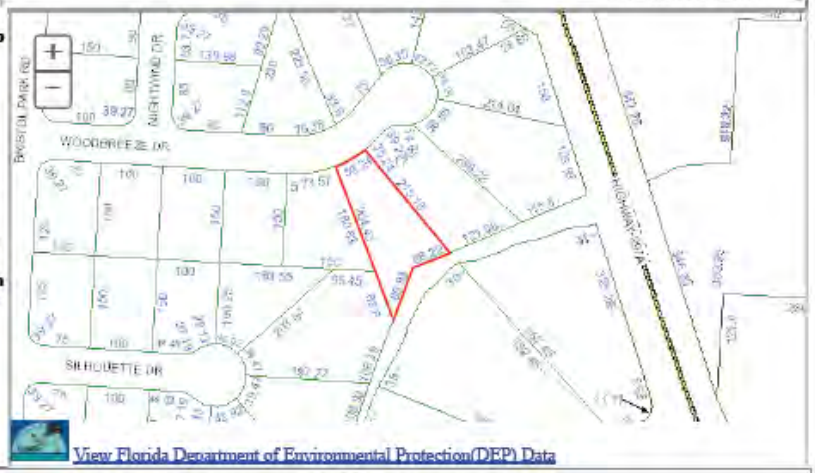
Launch Interactive Map

Section Map Id: 03-1S-31-1

Approx. Acreage: 0.4565

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2707 WOODBREEZE DR, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*2*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 4572 Total SF

BASE AREA - *1350*
GARAGE FIN - *504*
OPEN PORCH FIN - *238*
OPEN PORCH UNF - *450*
UPPER STORY FIN - *1574*
WOOD DECK FIN - *456*

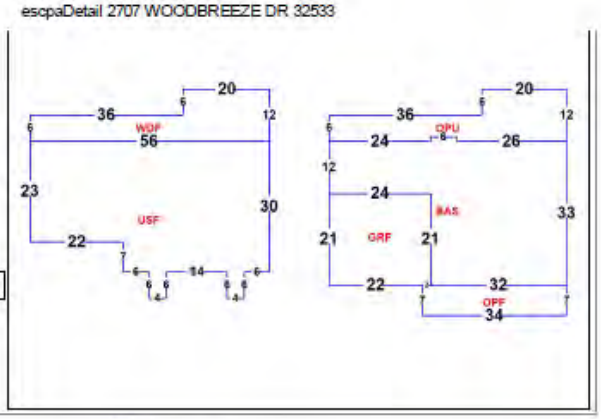


Image:



6/3/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated(8/15/2016 [illegible])

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0238-275	730	SEE BELOW	06	031S31-1500-016-002

2015 Property Taxes

OFFICE (850) 438-6500 Ext. 3252

THACKER JONATHAN D & THACKER
AMY C
2707 WOODBREEZE DR
CANTONMENT, FL 32533

2707 WOODBREEZE DR
LT 16 BLK B BRISTOL PARK UNIT I PB 13 P
100 OR 695 0 P 669

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	162,283	50,000	112,283	742.92
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1140	162,283	25,000	137,283	290.22
BY STATE LAW	4.9990	162,283	25,000	137,283	686.28
WATER MANAGEMENT	0.0378	162,283	50,000	112,283	4.24
SHERIFF	0.6850	162,283	50,000	112,283	76.91
M.S.T.U. LIBRARY	0.3590	162,283	50,000	112,283	40.31
TOTAL MILLAGE	14.8113		AD VALOREM TAXES		$1,840.88

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960		100.00
		NON-AD VALOREM ASSESSMENTS	$100.00

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS	$1,940.88	PAY ONE AMOUNT	See reverse side for important information

If Paid By	Nov 30, 2015				
Please Pay	$0.00				

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0238-275	730	SEE ABOVE	06	031S31-1500-016-002

2015 Property Taxes

2707 WOODBREEZE DR
LT 16 BLK B BRISTOL PARK UNIT I PB 13 P
100 OR 695 0 P 669

THACKER JONATHAN D & THACKER
AMY C
2707 WOODBREEZE DR
CANTONMENT, FL 32533

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Paid By	Nov 30, 2015				
Please Pay	$0.00				

RETURN WITH PAYMENT

Paid By COLONIAL SAVINGS FA
Paid 11/24/2015 Receipt # 2015-9708224 $1,863.24

DO NOT FOLD, STAPLE, OR MUTILATE

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Braun - 3012 Ashbury Lane









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311800000034
Account:	090240068
Owners:	BRAUN JOHN D & BRAUN SHERYL
Mail:	3012 ASHBURY LN CANTONMENT, FL 32533
Situs:	3012 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$323,672	$356,922	$304,761
2015	$33,250	$306,079	$339,329	$302,643
2014	$24,938	$213,986	$238,924	$238,924

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/26/2011	6716	1196	$279,000	WD	View Instr
04/01/2008	6318	958	$100	TR	View Instr
03/13/2008	6302	1179	$100	CJ	View Instr
01/2000	4518	20	$303,500	WD	View Instr
03/1998	4238	1024	$21,900	WD	View Instr
05/1996	3984	382	$21,900	WD	View Instr
03/1991	2984	117	$416,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 34 ASHBURY HILLS PB 14 P 24 ALSO BEG AT SELY COR OF LT 33 N 15 DEG 2 MIN 11 SEC W ALG COMMON LI OF SAID LT 33 &...

Extra Features

None

Parcel Information

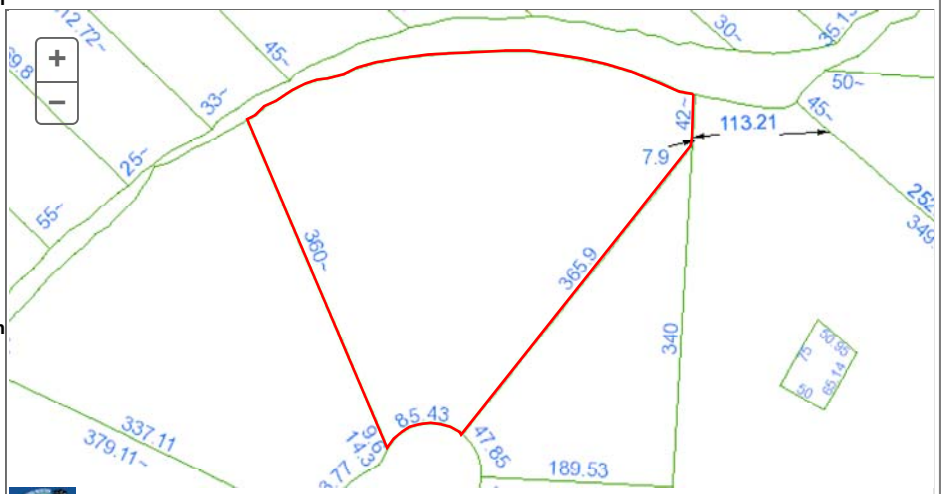
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
2.4329

Zoned:
MDR

Evacuation & Flood Information
Open Report



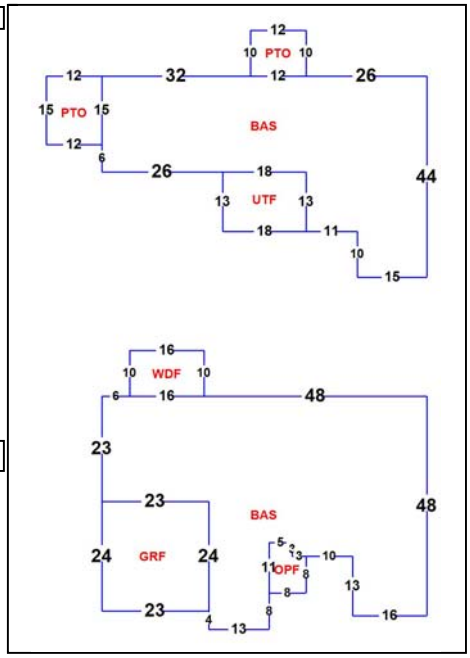
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:3012 ASHBURY LN, Year Built: 1999, Effective Year: 1999

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SPLIT LVL PLTFM*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-DECORAT*
NO. PLUMBING FIXTURES-*12*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 5858 Total SF

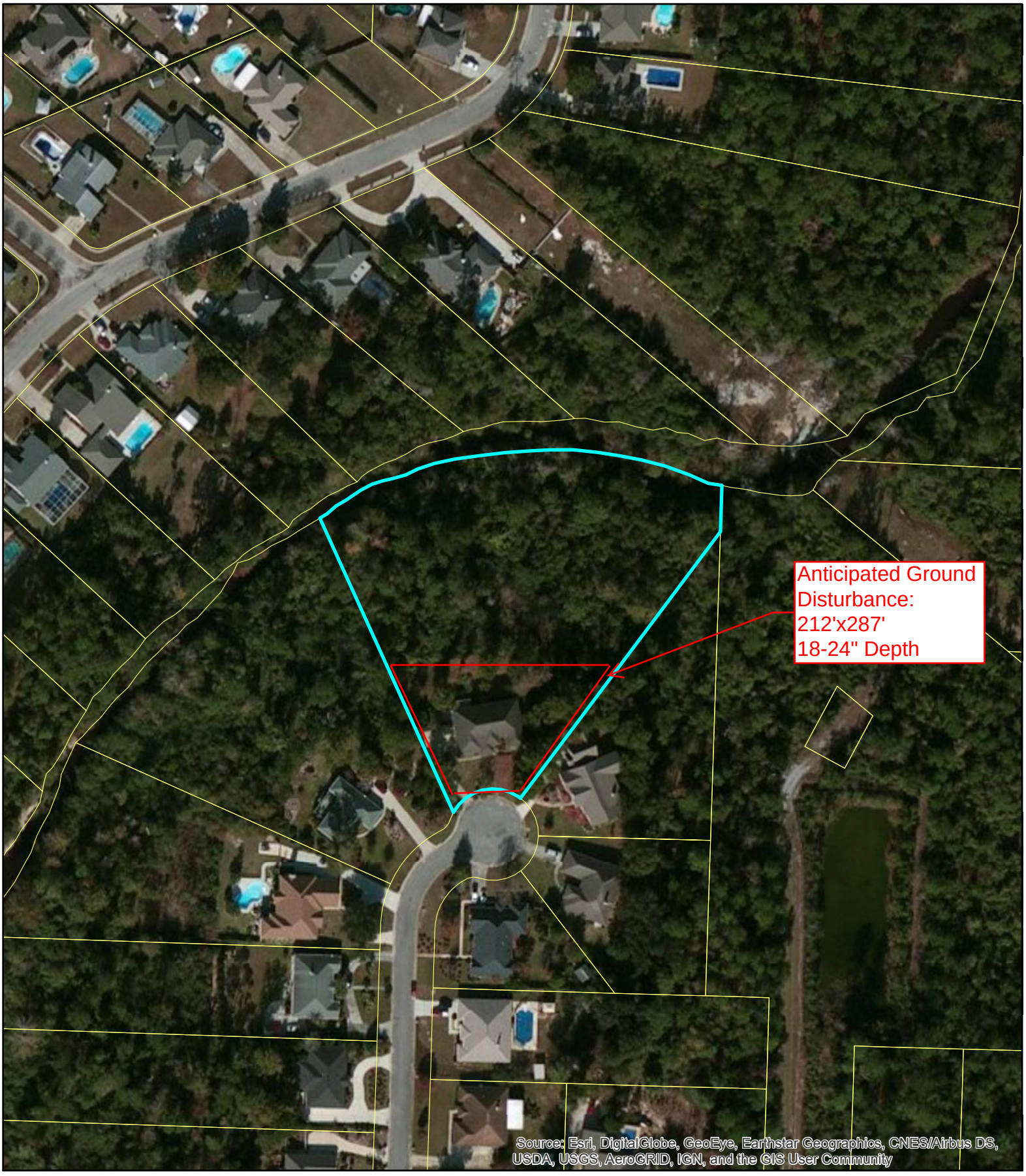
BASE AREA - *4533*
GARAGE FIN - *552*
OPEN PORCH FIN - *79*
PATIO - *300*
UTILITY FIN - *234*
WOOD DECK FIN - *160*

Images



8/13/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Braun Parcel
3012 Ashbury Lane

N

30 15 0 30 Meters

Bristol Park Area Acquisition Parcel 342

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): John D. Braun and Sheryl A. Braun
Address of property adjoining 11-Mile Creek: 3012 Ashbury Ln. Cantonment FL 32533

Phone Number(s): 850-380-0614, 850-380-0333
Email address (optional): scooby_sheryl@hotmail.com
How many years have you lived at this location? 5 Yrs.

1. Are you current owner of the property? Yes: ☑ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:

☑ Home flooding:	Depth of flooding: 3 feet ____ inches	
☑ Severe yard flooding of extended duration:	Depth of flooding: 12+ feet ____ inches	
☑ Severe street flooding of extended duration:	Depth of flooding: 3-6? feet ____ inches	
☐ Other: _____	Depth of flooding: _____ feet ____ inches	

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☑ No: ☐

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No ~~x~~_____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ ~~70,000.00~~_____.

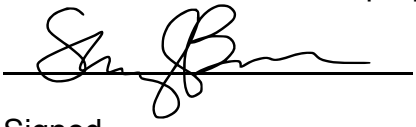
3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? _____
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment?_____
If so, how much ICC funds do you plan on receiving?_____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received:_____

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received:_____

Owner Name: Property Address:

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.



1/13/17

Signed Signed

Date

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address:

Owner(s) Mailing Address:
3012 Ashbury Ln. Cantonment FL 32533

Owner(s) Name(s):
John D. Braun and Sheryl A. Braun

Contact Telephone Number: 850-380-0614 or 850-380-0333

Contact Email Address: scooby_sheryl@hotmail.com

The local government is required by FEMA to inform you that your participation in this project is <u>voluntary</u>. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.



Owner's Signature

1/13/17
Date



Owner's Signature

1/13/17
Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

☑ I am a citizen or non-citizen national of the United States.

☐ I am a qualified alien of the United States.

☐ Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Sheryl A. Braun		02/20/77	01/13/17

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
3012 Ashbury Ln	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 3012 Ashbury Lane

Structure Data Summary			
Community			Escambia County
Address			3012 Ashbury Lane
Owner Name			Braun
Total Square Footage			5858
Living Square Footage			4533
Year Built			1999
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$356,922.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$446,152.50
Independent Appraised Value or Average Value of Independent Appraisals			$425,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$28,235.56
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	1132.44	SY	$5,243.22
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	10.19	1000 SF	$4,831.01
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$47,555.79
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$40,831.40**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$816.63
Final Total Pre and Post-Construction Cost			**$962.03**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$6.73
Property Tax (to be prorated)			$3,849.48
Recording Fees			$50.00
Final Closing Costs			**$4,706.21**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$483,149.64**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

BRANTLEY AND ASSOCIATES REAL ESTATE APPRAISAL CORP.
POB 12505, Pensacola, Florida 32591
850-433-5075 – shawnbrantley@brantleyassociates.com

MULTI-PURPOSE APPRAISAL FORM

November 18, 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:	3012 Ashbury Lane Cantonment, Florida 32533	B&A Job#:	RE16JP8685
		Effective Date of Value:	November 2, 2016
County:	Escambia	Date of Inspection:	November 2, 2016
Tax Parcel #:	03-1S-31-1800-000-034	Nature of Subject Property:	Single Family Dwelling
Owner:	John D. and Sheryl Braun	Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of a 105,977-SF parcel improved with a detached 4,652-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

FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS
$425,000
*****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 the survey provided vaguely describes the subject. 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 April 29, 2011 when John D. and Sheryl Braun acquired the subject property from Sandra Sue Blair, et al for $279,000 via a Warranty Deed recorded in OR Book 6716, Page 1196. Because this transaction occurred several years prior, we have not given it consideration in our analysis.

NEIGHBORHOOD & MARKET ANALYSIS

Comments: The subject neighborhood is located just north of Pensacola, FL and is bound to the west by the Alabama state line, to the north by the rural areas of North Escambia County, to the east by US Hwy 29 and to the south by Michigan Ave. The area is a suburban location to the more populous areas in the City of Pensacola. This is a popular area and there is abundant residential and commercial growth seen throughout the neighborhood. The primary traffic corridor through the neighborhood is W 9 Mile Road. Commercial uses are located along 9 Mile Road while residential development is typically seen in neighborhoods located off of the primary roadways. Residential support services are seen throughout the neighborhood including, retail, grocery, convenience stores, hospitals, doctors and professional offices.

PROPERTY DESCRIPTION

Assessment/Taxes	$356,922 / $4,009.88	Utilities	All available
Site Size:	105,977 SF per assessor	Zoning	MDR, Medium Density Residential
FEMA Flood Zone	"X" and "AE"	Soil Type	Excessive to very poorly drained (sloping)
Site Frontage	85.43-ft Ashbury Lane	Road Type	Typical 2-lane asphalt paved road
Property Type	Detached Single Family	Current Use	Single Family Residential
Building Area (SF)	4,652-SF	Source of Bldg. Area	Appraiser's measurements
Year Built	1999 (per Assessment)	Conformance to Zoning	Conforming
Effective Age	15-years	Rem. Econ. Life	35-years
Bedroom/Bath Count	6-bed / 3.5-bath	Occupancy	Owner
Quality	Good finishes	Condition	Average
Foundation	Pier	Wall and Roof Covering	Brick and vinyl exterior and composition shingle roof
Ceiling & Wall Coverings	Finished drywall	Flooring	Wood flooring, carpet and ceramic tile
Doors	Metal and glass entry doors	Windows	Insulated windows in vinyl coated frames
HVAC	Central HVAC	Lighting	Mix of incandescent, recessed and fluorescent fixtures
Appliances & Fixtures	Good quality	Parking	2-Garage

Comments about the subject property: The site slopes down from the adjoining roadway to the rear of the site to a creek that forms the northern boundary. The rear portion of the property is overgrown with dense understory. The dwelling is a split level with 3-bedrooms and 2.5-baths on the main floor and 3-bedrooms and 1-bath on the ground floor. The property owner reports the ground floor was flooded with approximately 3-feet of water during a flood in 2014. The ground floor area was renovated and we observed new flooring, bathroom cabinets and countertops, drywall and paint. The main floor of the dwelling was not impacted by the flood. The property owner reports the HVAC was replaced in 2013, the central vacuum cleaner motor was recently replaced and the garage door is new. There is a partially finished storage space on the ground floor containing 457-SF. The dwelling also features a 166-SF wood deck and 384-SF of patios. Based on our observation, the dwelling appears to be well maintained and we estimate an effective age of 15 years.

HIGHEST AND BEST USE

Comments: Based on the zoning classification, the specific design of the structure, and the surrounding uses the maximally productive use of the subject is deemed to be to for continued occupancy as a single family residential dwelling.

THE SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property. We have gathered several sales and listings of comparable properties within the subject's general area, but have relied upon the most similar comps in arriving at an indication of value for the subject. Data sheets relative to these comps are attached.

Below are sales comparison grid(s) that summarize the amenities of the subject property and those of the comps that are perceived to cause variation in price. A unit of comparison is identified in the grid(s). A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comps for size.

The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property. Adjustments are applied to the calculated unit of comparison to account for observed differences between the subject and the comps. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.
Following are the adjustment grids.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

IMPROVED RESIDENTIAL SALES COMPARISON APPROACH

Select Unit of Comparison: Total Price

Justification for Unit of Comparison: Whole transactions are typical in the marketplace.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3012 Ashbury Lane Cantonment, FL	903 Bucyrus Lane Cantonment, FL		2525 Pleasant Valley Dr Cantonment, FL		7440 Beulah Road Cantonment, FL	
Proximity to Subject	N/A	5.0-miles NE		1.75-miles NE		3.75-miles SW	
Sales Price	N/A	$312,000		$425,000		$355,000	
Price/Gross Living Area		$97.32		$90.43		$76.46	
Verification Source	N/A	MLS# 505633, Agent		MLS# 475507, Agent		MLS #498751, Agent	
OR Book/Page	N/A	OR Book 7614, Page 0304		OR Book 7514, Page 1912		Not recorded as of effective date	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust
Sale/Financing Concessions		None		None		None	
Date of Sale/Time		Oct-16		Apr-16		Nov-16	
Location	Cantonment, FL	Similar		Similar		Inferior	$30,000
Financing	All Available	Similar		Similar		Similar	
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length	
Buyer Expenditures	None	None		None		None	
Time/Mkt Conditions	Nov-16	Unknown		Unknown		162-Days	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	105,977-SF +/-	28,880-SF +/-	$30,000	56,628-SF +/-	$20,000	91,040-SF +/-	$20,000
View	Residential/Greenbelt	Residential/Greenbelt		Residential/Inferior	$5,000	Residential/Inferior	$5,000
Design and Appeal	Brick/Vinyl/Good	Brick/Good		Brick/Good		Brick/Good	
Quality of Construction	Good	Good/Similar		Good/Similar		Good/Similar	
Age	A15/E15	A12/E10	-$5,000	A25/E20	$5,000	A29/E25	$10,000
Condition of Prop.	Average	Similar		Similar		Similar	
Room Count	6 3.1	5 4.0	-$5,000	5 4.1	-$10,000	5 4.0	-$5,000
Gross Living Area	4,652	3,206	$79,530	4,700		4,643	
Bsmnt/Finished Below Grd	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central		FWA/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2-Garage	2-Garage		2-Garage		3-Garage, Carport	
Porch, Patio, Deck, Fireplace(s), etc.	Fireplace, deck, basement storage	Fireplace (2), lanai, patio, privacy fencing		Fireplace, in-ground pool, hot tub, deck, privacy fence, shed	-$20,000	Fireplace, wood deck, outbuilding	$5,000
Net Adj. (total)	$418,843		$99,530		$0		$65,000
Adjusted Sales Price	Net % Adjustment	32%		0%		18%	
of Comparable	Gross % Adjustment	38%	$411,530	14%	$425,000	15%	$420,000

Analysis of Sales: The selected comps represent sales of competitive residential dwellings in the subject area. Comp 3 is located southwest of the subject property in a less densely populated area and we apply a positive adjustment. All of the comps are adjusted for differences in site area. A positive adjustment is applied to Comps 2 and 3 for inferior residential views. Adjustments are applied to the comps for differences in effective age. All of the comps are adjusted for more bathrooms. Adjustments are applied to Comp 1 for differences in gross living area. Adjustments are applied to Comps 2 and 3 for differences in amenity when compared to the subject property. The adjusted comps provide a range of values from $411,530 to $425,000 and average $418,843. We give added consideration to Comp 2 as it is most similar to the subject and reconcile at a rounded $425,000 for the subject property.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

LAND VALUATION – SALES COMPARISON APPROACH

Analysis of Land Sales and Reconciliation:

COST APPROACH

Replacement-Cost-New		$ -
Less Depreciation		
Physical	$0	
Functional	$0	
External	$0	
Total Depreciation		$ -
Depreciated Cost of Building Improvements		$ -
Depreciated value of site improvements*		
Land Value Opinion		
Entrepreneurial Profit	0%	$ -
Indicated Value by Cost Approach		$ -
Indicated Value by Cost Approach "R"		

Comments on Costs, Depreciation, Stories, etc… We have not utilized a Cost Approach in this appraisal because of the age of the improvements.

Analysis of cost data and reconciliation:

INCOME CAPITALIZATION APPROACH

Income			
Potential Gross Income:			$ -
Other Income			$ -
Gross Income:			$ -
Less Vacancy/Collection Loss @			$ -
Effective Gross Income			$ -
Expense Reimbursements			$ -
Total Income			$ -
Operating Expenses			
Reimbursed Expenses:			
Property Taxes	$ -		
Insurance	$ -		
Total Reimbursed Expenses:	$ -		
Non Reimbursed Expenses:			
Management/Payroll			
Property Taxes			
Building Insurance			
Maintenance			
Reserves			
Miscellaneous (Legal, Acct., etc.)			
Total Non Reimbursed Expenses	$ -		
Total Expenses			$ -
Net Operating Income			$ -
Estimated Value by Direct Capitalization*			
Estimated Value by Direct Capitalization "R"*			**$ -**

Comments on Income, Rents, etc. We have not utilized an Income Capitalization Approach or a Rent Multiplier Approach in this appraisal of a single-family residence because: (1) there is an inadequate number of comparables in the marketplace that have sold while rented in order to produce indications of a credible multiplier AND/OR (2) the market indications for the multiplier are so divergent and occupy such a wide range as to be inconclusive AND/OR (3) the motivations of buyers and sellers in the market place are not for investment/income production, but rather for occupancy and amenity.

Vacancy Expenses and Cap Rate: n/a

Analysis of income data and reconciliation: n/a

FINAL RECONCILIATION

The indications of value by the various approaches are:

Sales Comparison:	$425,000
Income	Not Used
Cost	Not Used

With all weight placed on the sales comparison approach, as it is the most applicable approach, we reconcile at $425,000 for the subject property. (Fee-Simple)**.**

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) **buyer and seller are typically motivated;**
2) **both parties are well informed or well advised and each acting in what they consider their own best interests;**
3) **a reasonable time is allowed for exposure in the open market;**
4) **payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and**
5) **the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

(USPAP, as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/12-12/31/13).)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. **.This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**
2. **No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.**
3. **The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.**
4. **Responsible ownership and competent property management are assumed unless otherwise stated in this report.**
5. **The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.**
6. **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
7. **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
8. **It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.**
9. **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.**
10. **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.**
11. **Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.**
12. **It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.**
13. **The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.**
14. **Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.**
15. **Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.**
16. **The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.**
17. **Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.**
18. **Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.**

SCOPE AND EXTENT OF DATA COLLECTION AND ANALSIS

The SCOPE of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, County Property Appraiser, Planning and Zoning Department, County Public Records, County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications, and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood, and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing this appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography. The appraisers together certify that the property has been inspected sufficiently to insure that a credible value opinion has been achieved.

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search for comparable land sales was limited to the areas proximate to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. Data sources employed for the selection of comparable sales included the Multiple Listing Services for Pensacola and Metro Market Trends (regional data base). Additional Comments on scope:

CERTIFICATION

We certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography.
9. No one provided significant professional assistance to the person(s) signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; David Singleton, MAI, MBA, FL Cert Gen RZ 3501 & AL Certified General Real Property Appraiser G01003; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; Rosanna Banks, Clerical and Davis Allen, Clerical. Any Trainee contributing to this report has contributed no more than 16 hours in the appraisal process.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, and David C. Singleton, MAI have the completed the requirements of the continuing education program of the Appraisal Institute.
14. If in Alabama, this assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal" .
15. We certify that we have not appraised this property within the previous three years.
16. I certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.
17. I am (We are) competent to appraise this property.
18. I, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.

Signature	R. Shawn Brantley, MAI	John Price
Name	R. Shawn Brantley, MAI, CCIM	John Price
License	State Certified General Appraiser, FL #RZ289	State Registered Trainee Appraiser, RI23955, FL
State	State Certified General Real Property Appraiser, AL G00419	Trainee Real Property Appraiser, T02003, AL

ADDENDA

Subject Photographs

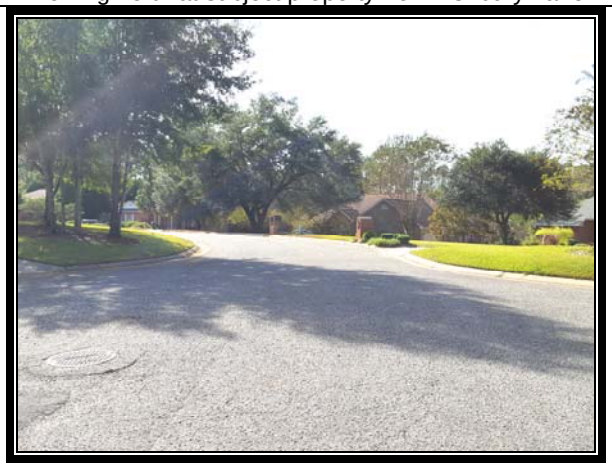
Photographs of subject 11/2/16



Viewing north at subject property from Ashbury Lane



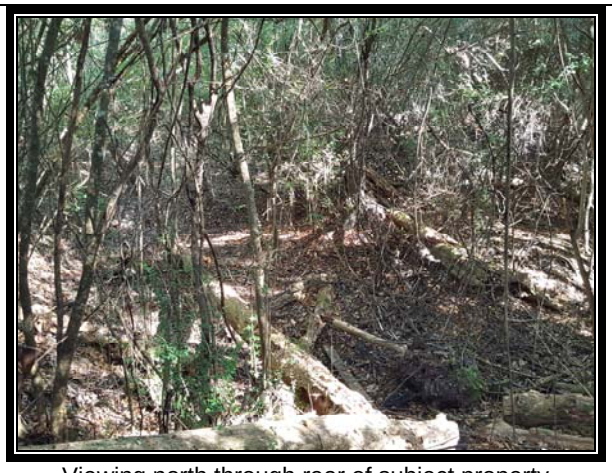
Viewing south at the rear of subject dwelling



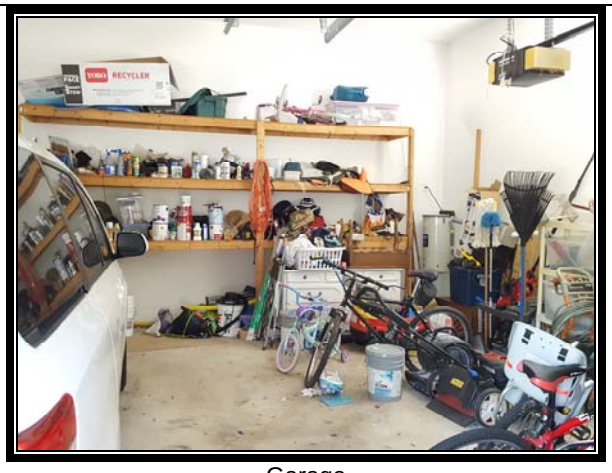
Viewing southwest along Ashbury Lane, subject on right



Viewing east along rear yard of subject dwelling.



Viewing north through rear of subject property



Garage

Subject Photographs

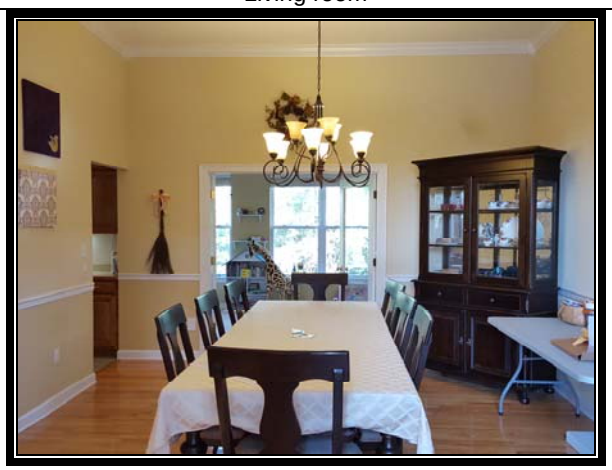
Photographs of subject 11/2/16



Living room



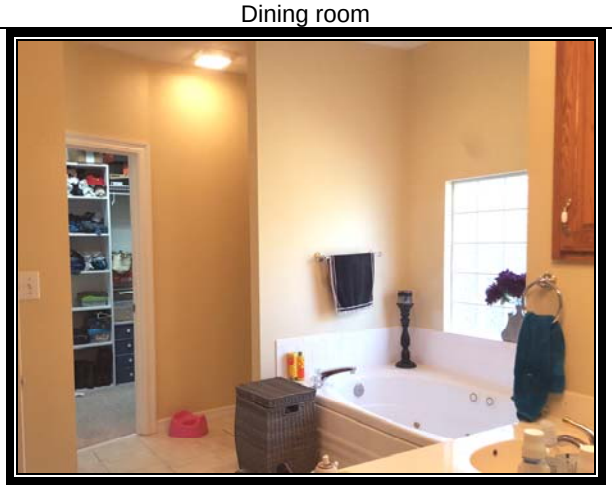
Kitchen



Dining room



Master bedroom



Master bath



Typical spare bedroom

Subject Photographs

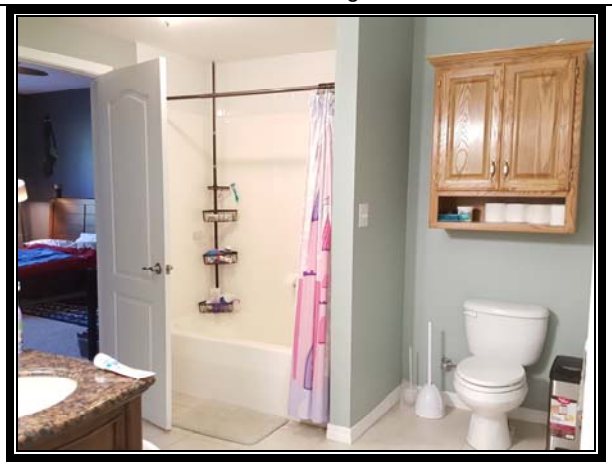
Photographs of subject 11/7/16



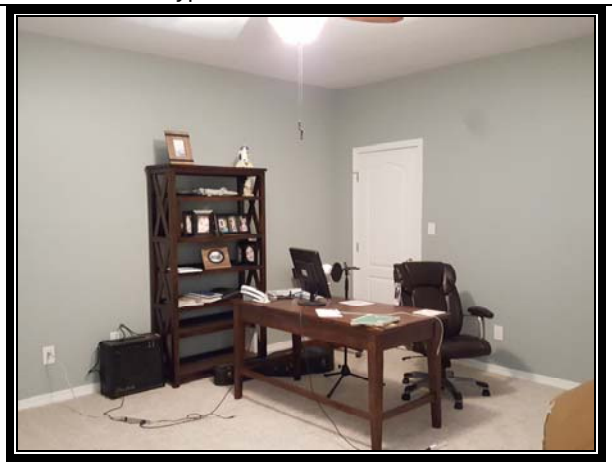
Basement living room



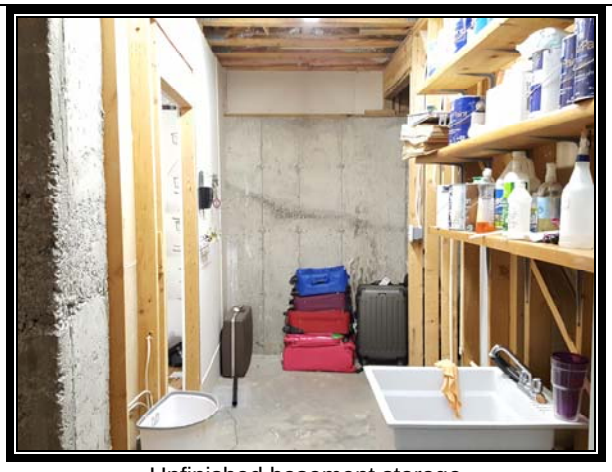
Typical basement bedroom



Basement bathroom



Additional basement bedroom/office

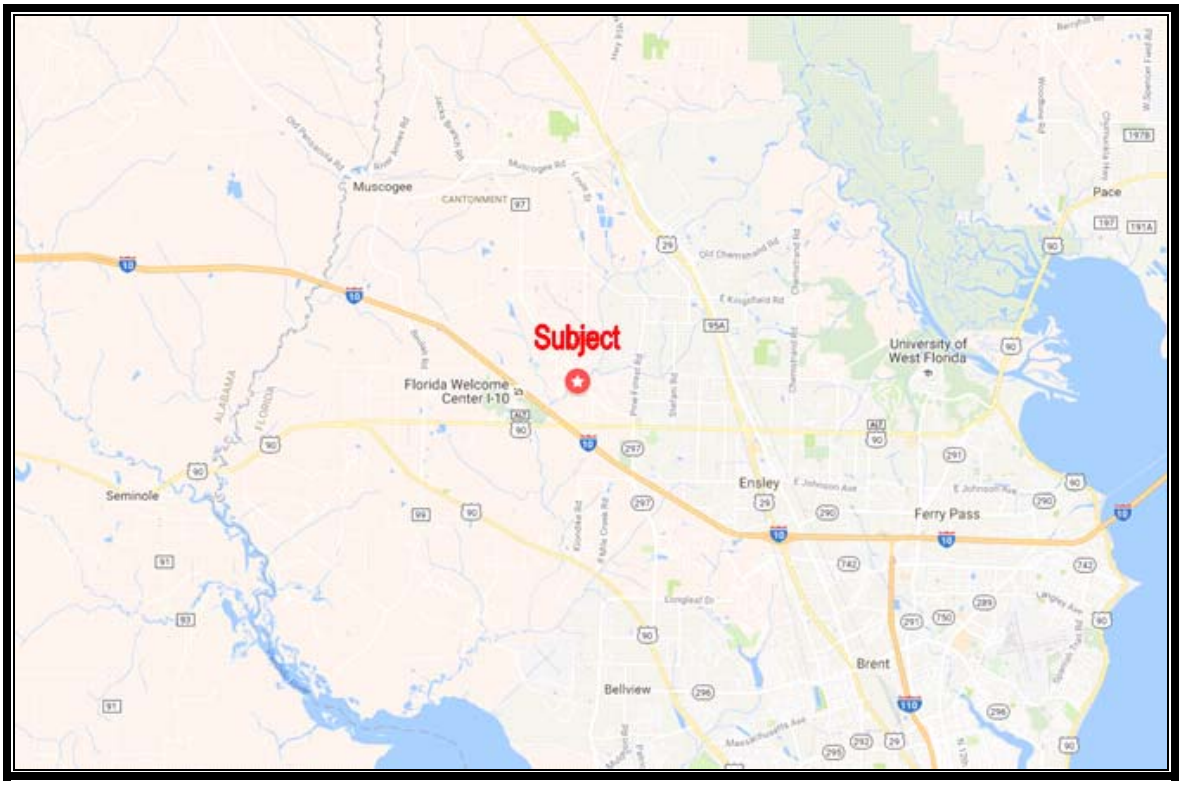


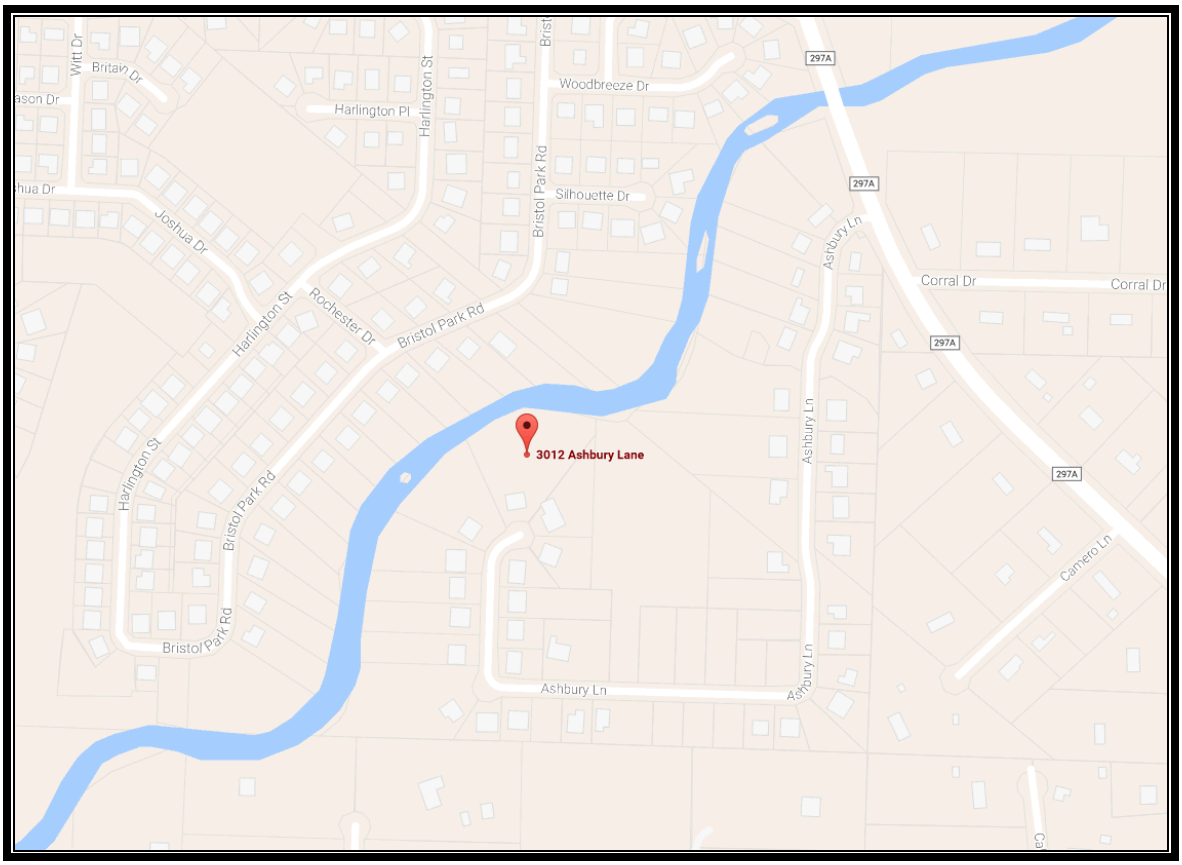
Unfinished basement storage



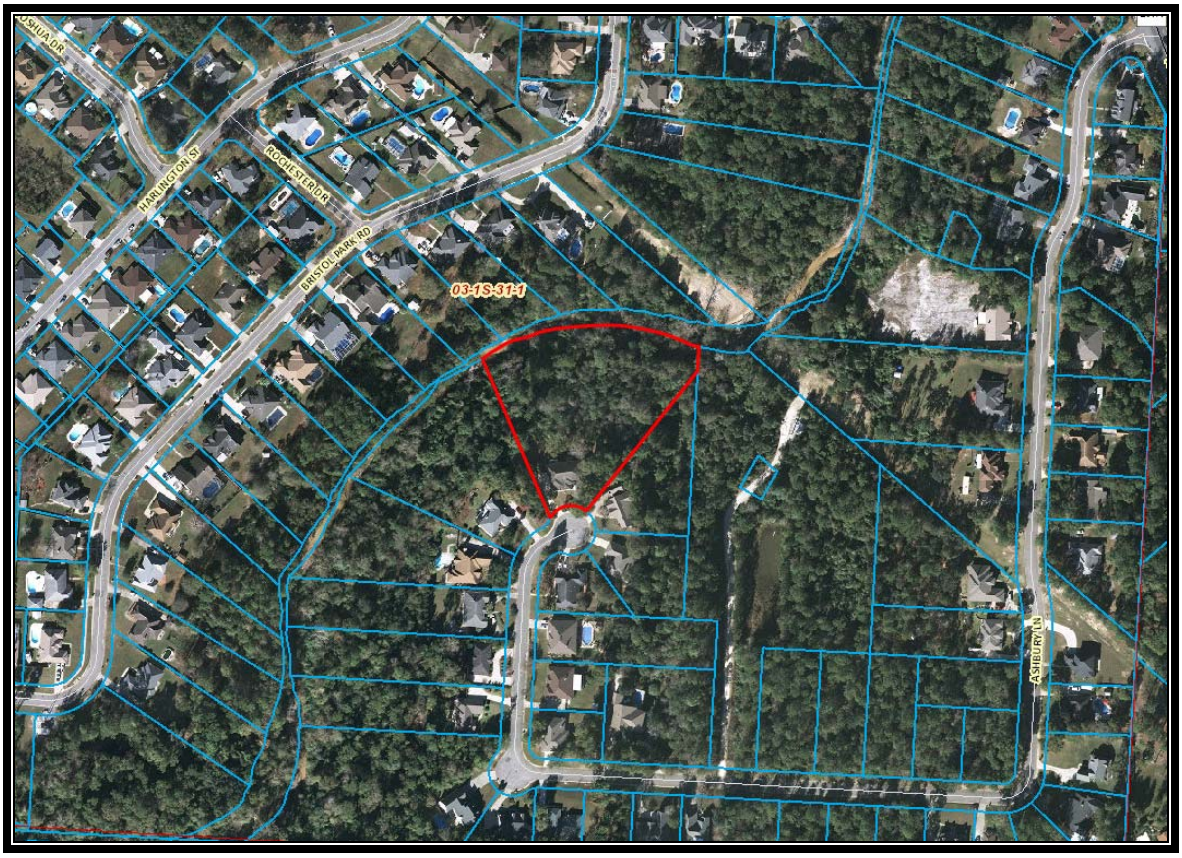
Partially finished basement storage

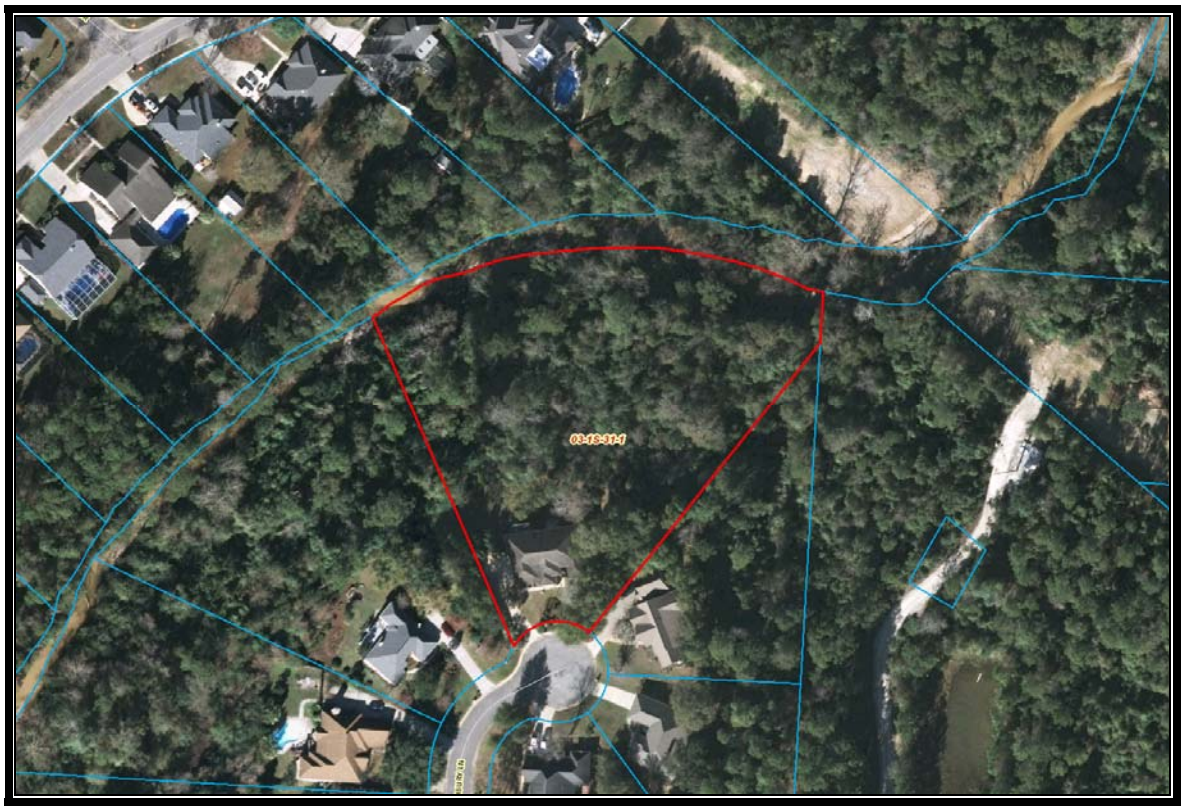
LOCATION MAP OF SUBJECT PROPERTY



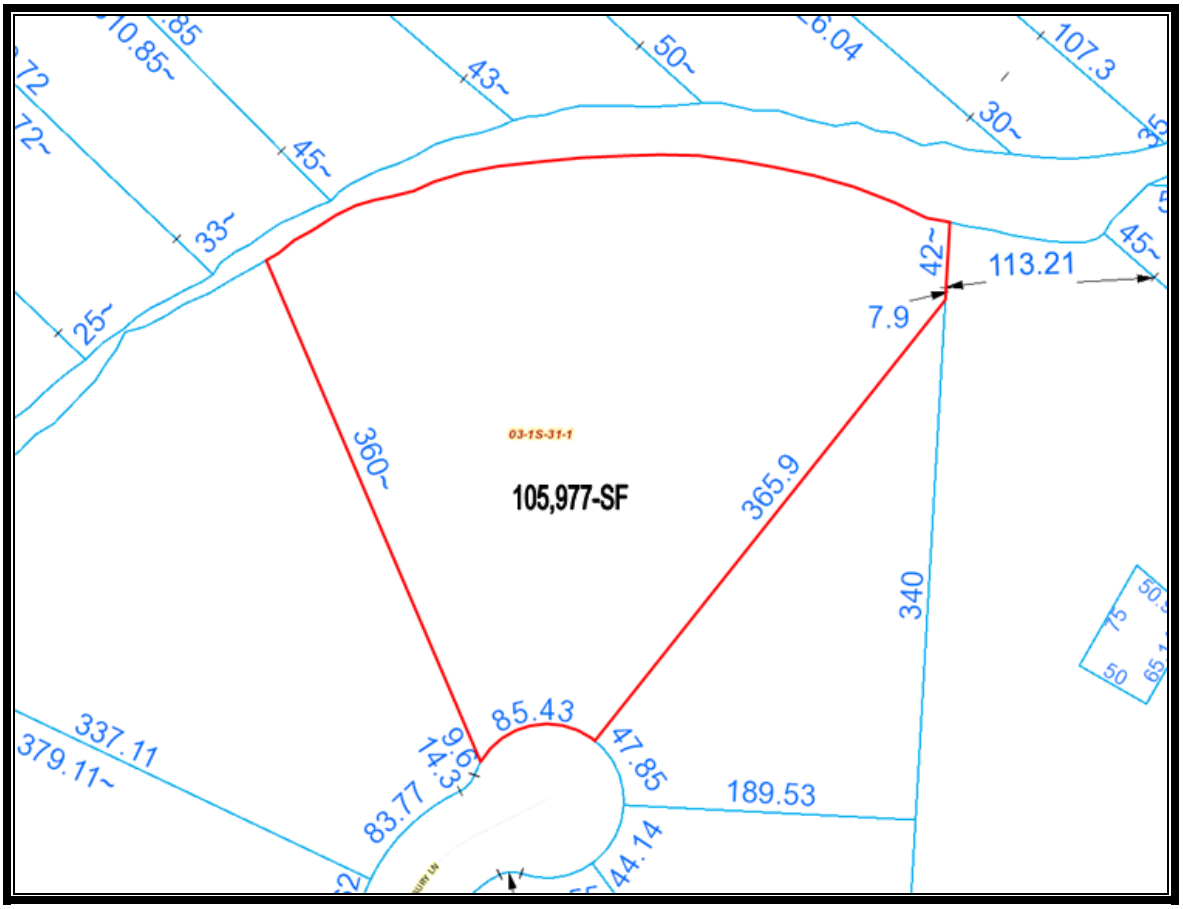


AERIAL MAP OF SUBJECT AND NEIGHBORHOOD

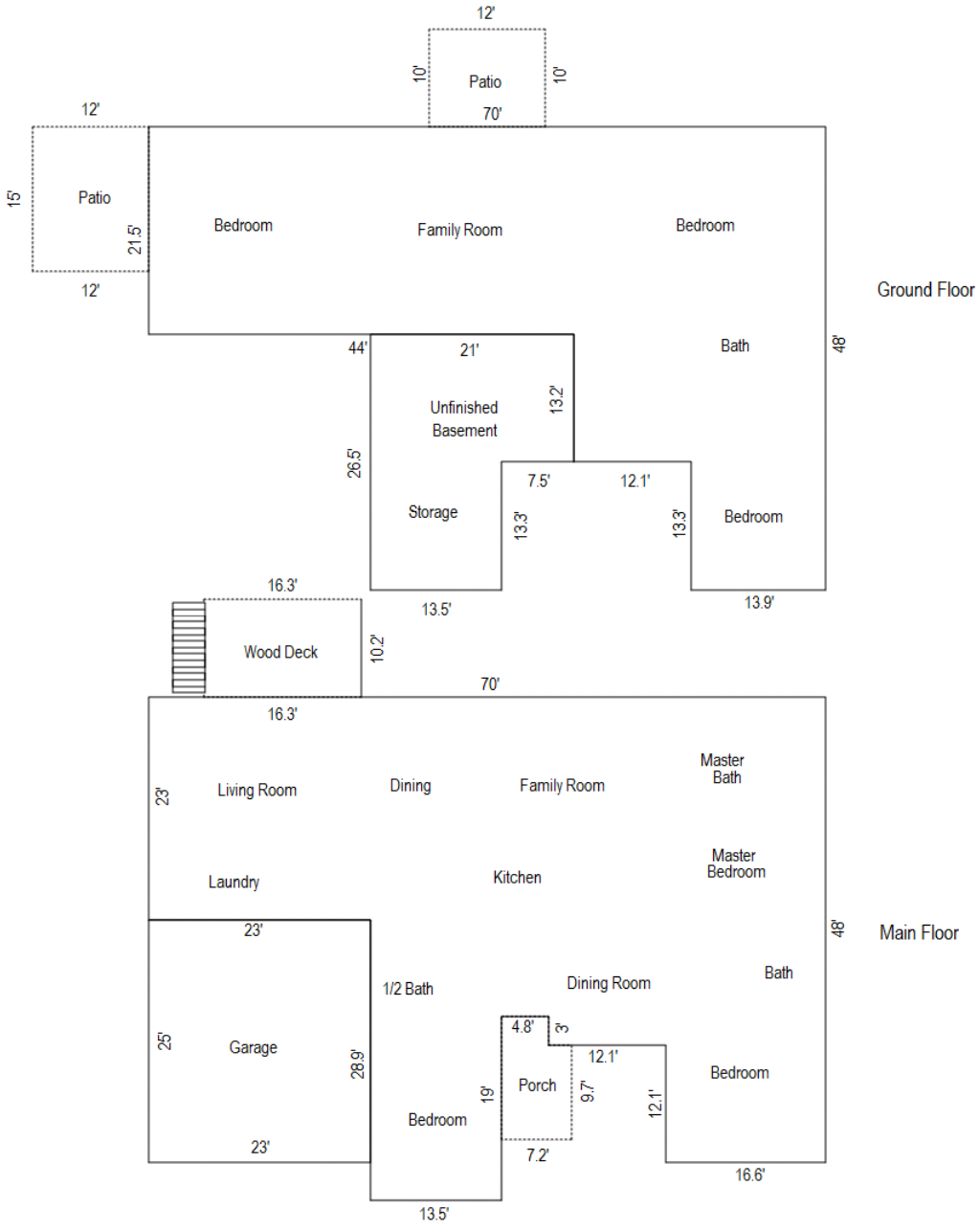




SKETCH OF SUBJECT SITE



SKETCH OF IMPROVEMENTS



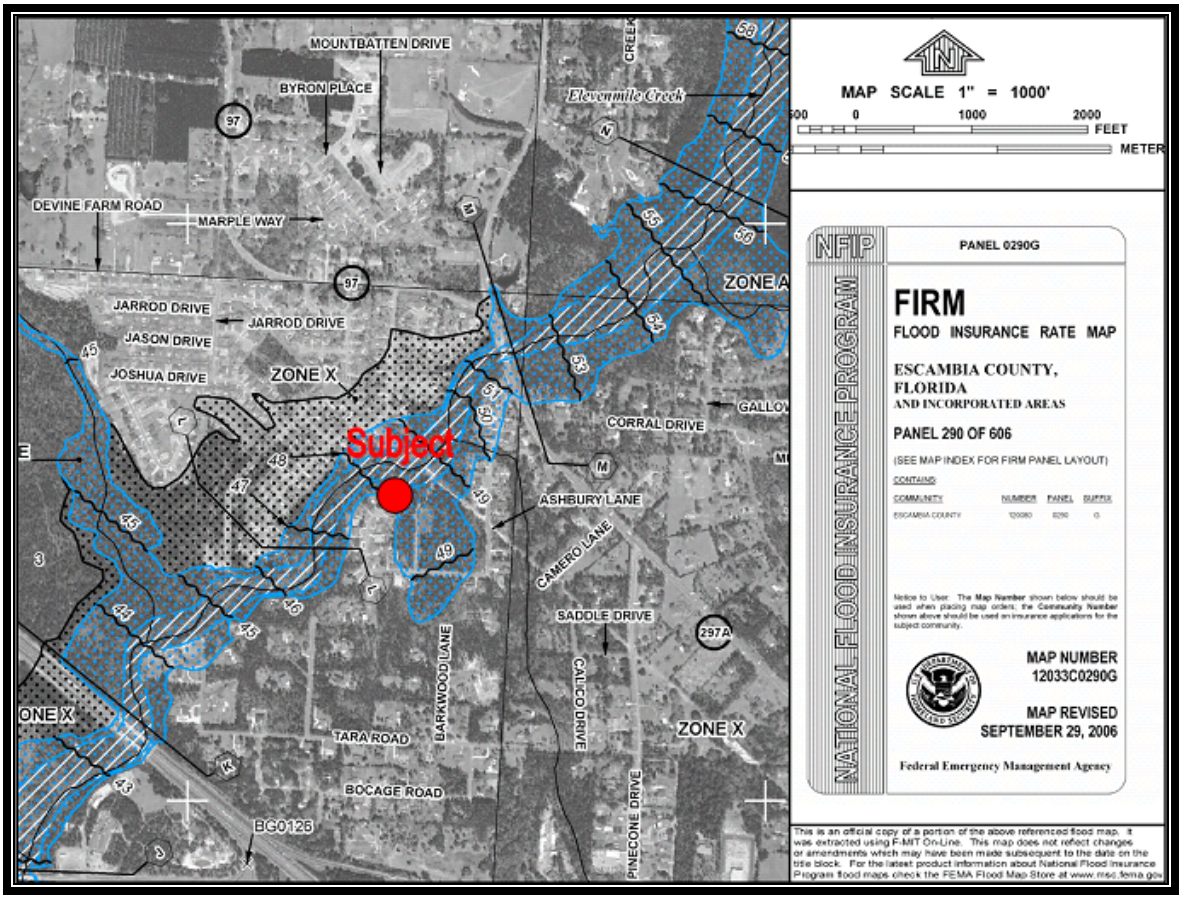
IMPROVEMENTS	
Dwelling	2,619 -SF
Finished Basement	2,033 -SF
Gross Living Area	**4,652 -SF**
Garage	575 -SF
Unfinsihed Basement	457 -SF
Wood Deck	166 -SF
Porch/Patio	384 -SF

SOIL SURVEY MAP



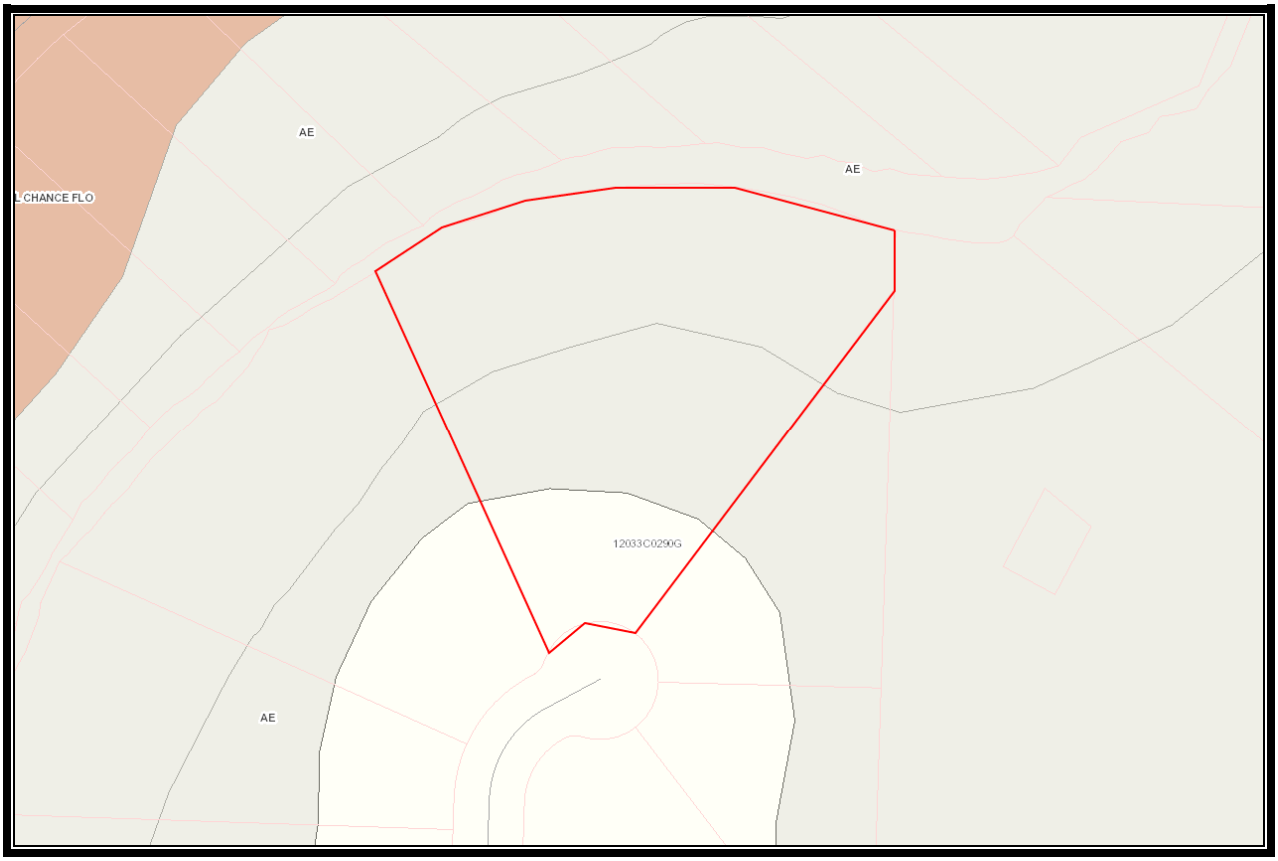
Number	Soil	Slope %	Drainage	Soil Material and Characteristics
50	Bigbee-Garcon-Fluvaquents complex, flooded	0-2	Excessive to Very Poorly Drained	This map unit consists of the excessively drained Bigbee soil; the somewhat poorly drained Garcon soil, and the very poorly drained Fluvaquents. It is on the flood plains along the Perdido River, Eight-Mile Creek, and Eleven-Mile Creek in the central and northern parts of the county. This map unit is poorly suited to cultivated crops. This map unit is suited to pine and hardwoods. This map unit is not suited to most urban and recreational uses. The flooding and wetness are severe limitations affecting most uses. Buildings can be elevated above the expected level of flooding by constructing them on pilings or on well-compacted fill.
57	Cowarts Troup Complex	12-18	Well Drained	This map unit consists of the very deep, well-drained Cowarts soil and the somewhat excessively drained Troup soil. It is on hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban and recreational uses. It is generally not suitable as a site for buildings because of the slope.
99	Water			

FEMA FLOOD MAP OF SUBJECT PROPERTY



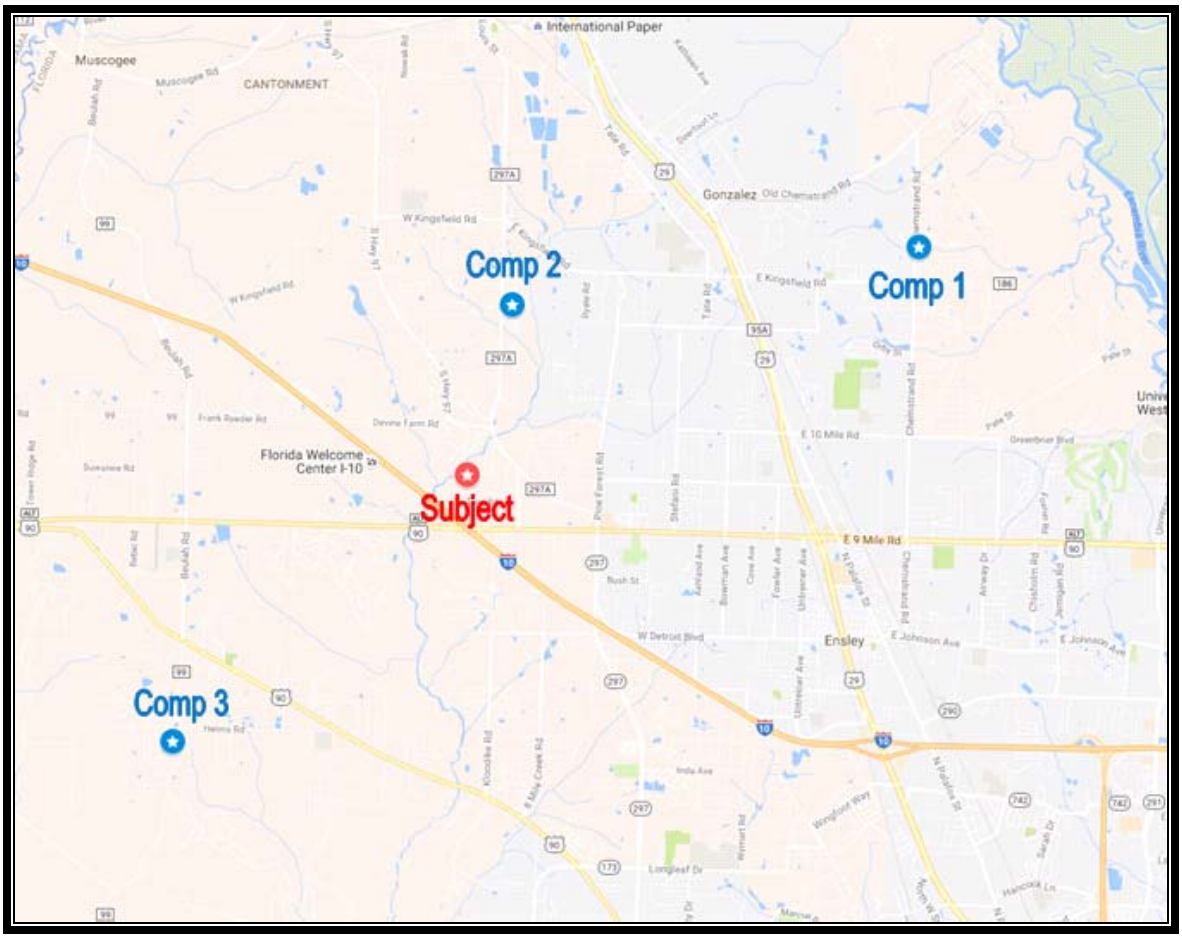
The subject site is contained on FEMA Map Panel 12033C0290G, dated 9/29/2006. According to the map panels, the subject property is located in an “X” and “AE” flood zone.

ESCAMBIA COUNTY FLOOD MAP OF SUBJECT PROPERTY



The grapic above is an excerpt from the Escambia County GIS indicating flood mapping for the subject (outlined in red) and the surrounding area. The Escambia County Flood Map indicates the north bulk portion of the subject property is located in a Flood Zone “AE”, while the south portion of the site is located in a Flood Zone “X”.

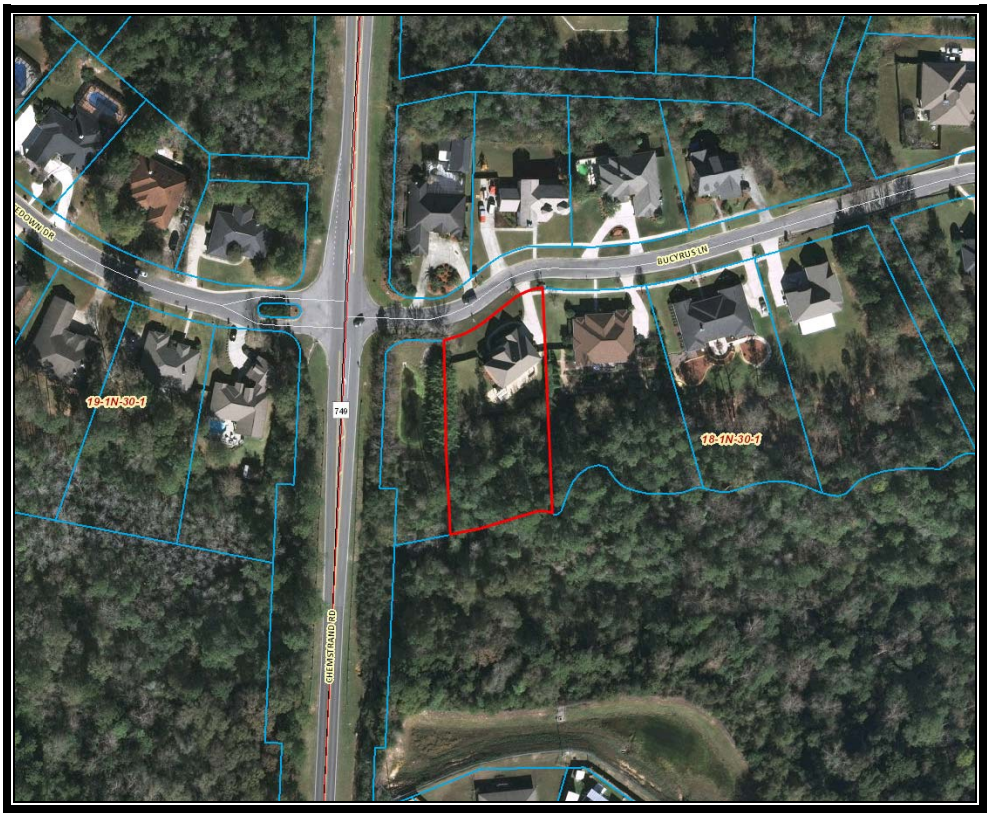
LOCATION MAP FOR SUBJECT AND IMPROVED COMPARABLES



PHOTOGRAPH OF IMPROVED COMPARABLE 1



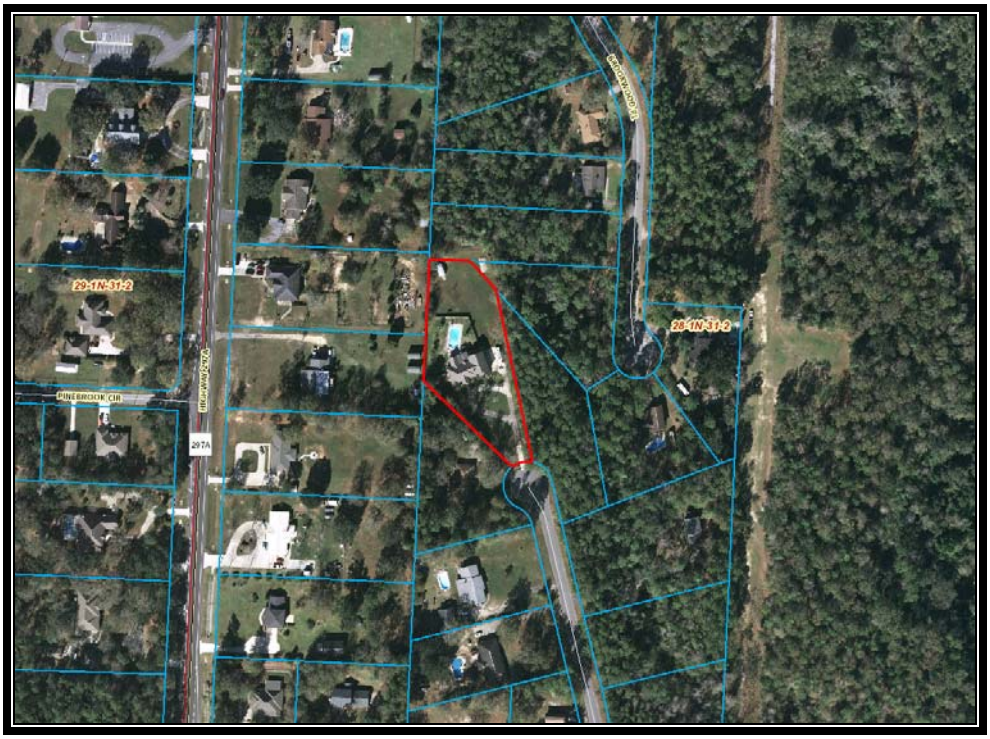
AERIAL MAP OF IMPROVED COMPARABLE 1



PHOTOGRAPH OF IMPROVED COMPARABLE 2



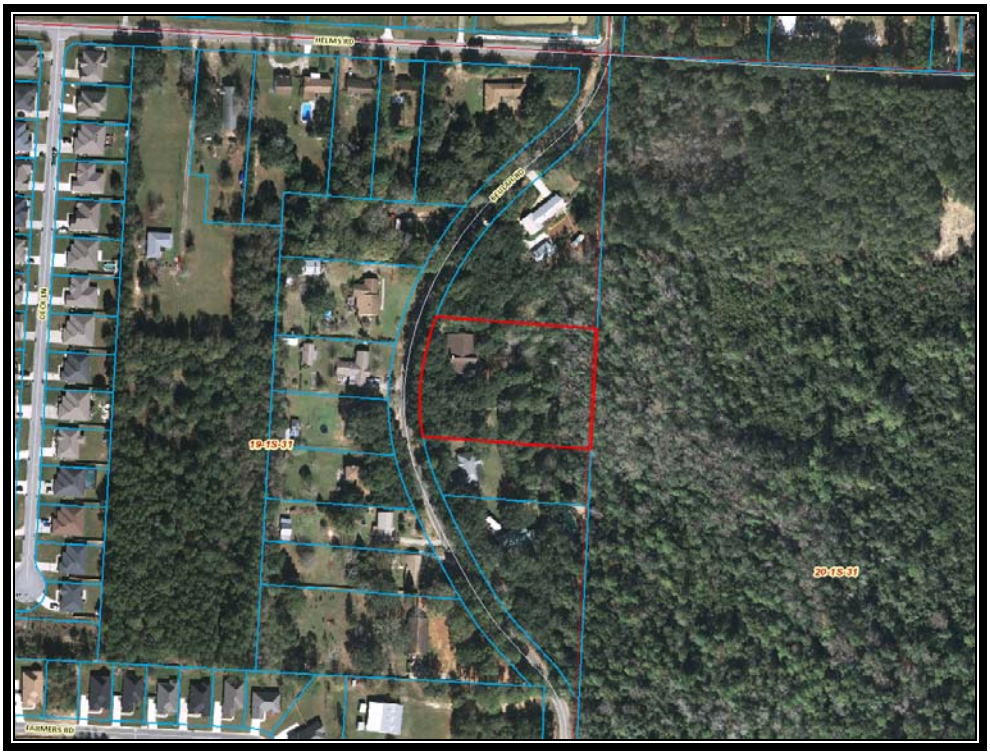
AERIAL MAP OF IMPROVED COMPARABLE 2



PHOTOGRAPH OF IMPROVED COMPARABLE 3



AERIAL MAP OF IMPROVED COMPARABLE 3



escpaDetail 3012 ASHBURY LN 32533

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ⊙ Account ○ Reference

Printer Friendly Version

General Information

Reference:	031S311800000034
Account:	090240068
Owners:	BRAUN JOHN D & BRAUN SHERYL
Mail:	3012 ASHBURY LN CANTONMENT, FL 32533
Situs:	3012 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$323,672	$356,922	$304,761
2015	$33,250	$306,079	$339,329	$302,643
2014	$24,938	$213,986	$238,924	$238,924

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/26/2011	6716	1196	$279,000	WD	View Instr
04/01/2008	6318	958	$100	TR	View Instr
03/13/2008	6302	1179	$100	CJ	View Instr
01/2000	4518	20	$303,500	WD	View Instr
03/1998	4238	1024	$21,900	WD	View Instr
05/1996	3984	382	$21,900	WD	View Instr
03/1991	2984	117	$416,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 34 ASHBURY HILLS PB 14 P 24 ALSO BEG AT SELY COR OF LT 33 N 15 DEG 2 MIN 11 SEC W ALG COMMON LI OF SAID LT 33 &...

Extra Features

None

Parcel Information — Launch Interactive Map

Section Map Id:
03-1S-31-1

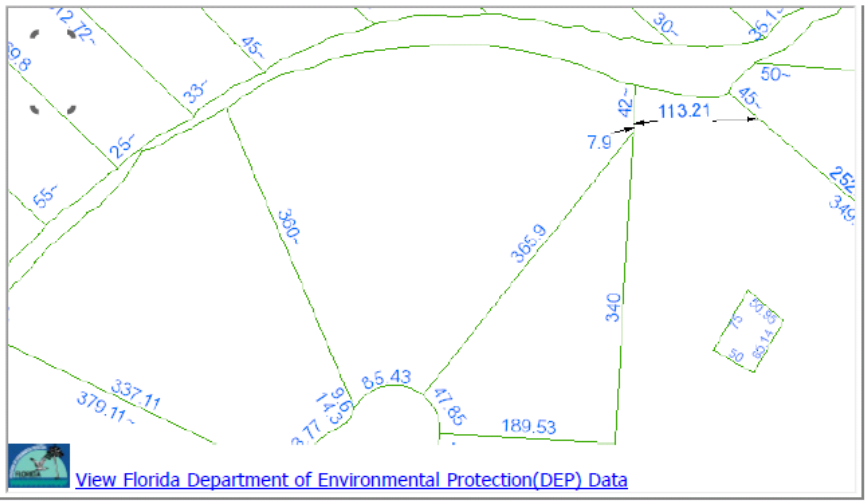
Approx. Acreage:
2.4329

Zoned:
MDR

Evacuation & Flood Information
Open Report



escpaDetail 3012 ASHBURY LN 32533

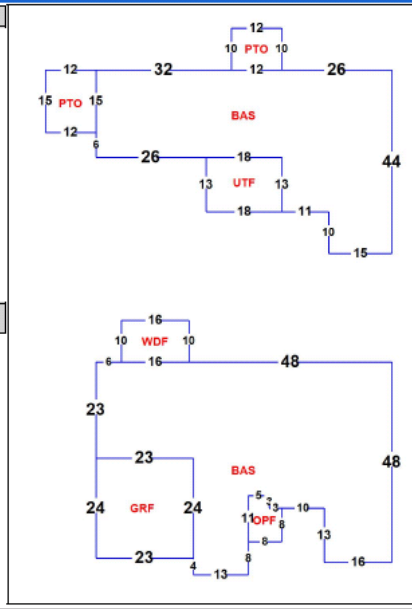


Buildings

Address:3012 ASHBURY LN, Year Built: 1999, Effective Year: 1999

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SPLIT LVL PLTFM*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-DECORAT*
NO. PLUMBING FIXTURES-*12*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 5858 Total SF

BASE AREA - *4533*
GARAGE FIN - *552*
OPEN PORCH FIN - *79*
PATIO - *300*
UTILITY FIN - *234*
WOOD DECK FIN - *160*

Images



8/13/14

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:11/10/2016 (tc.15587)

http://www.escpa.org/cama/Detail_a.aspx?s=031S311800000034[11/10/2016 4:59:53 PM]

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0240-068	699	SEE BELOW	06	031S311800000034

2016 Property Taxes

3012 ASHBURY LN

OFFICE (850) 438-6500 Ext. 3252

BRAUN JOHN D &
BRAUN SHERYL
3012 ASHBURY LN
CANTONMENT, FL 32533

LT 34 ASHBURY HILLS PB 14 P 24 ALSO
BEG AT SELY COR OF LT 33
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	304,761	50,000	254,761	1,685.63
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	304,761	25,000	279,761	618.27
BY STATE LAW	4.6660	304,761	25,000	279,761	1,305.36
WATER MANAGEMENT	0.0366	304,761	50,000	254,761	9.32
SHERIFF	0.6850	304,761	50,000	254,761	174.51
M.S.T.U. LIBRARY	0.3590	304,761	50,000	254,761	91.46
TOTAL MILLAGE		14.5731	AD VALOREM TAXES		$3,884.55

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960		125.33
NON-AD VALOREM ASSESSMENTS			$125.33

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS $4,009.88 — PAY ONE AMOUNT — See reverse side for important information

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	3,849.48	3,889.58	3,929.68	3,969.78	4,009.88

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0240-068	699	SEE ABOVE	06	031S311800000034

2016 Property Taxes

3012 ASHBURY LN

BRAUN JOHN D &
BRAUN SHERYL
3012 ASHBURY LN
CANTONMENT, FL 32533

LT 34 ASHBURY HILLS PB 14 P 24 ALSO BEG
AT SELY COR OF LT 33
See Additional Legal on Tax Roll

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	3,849.48	3,889.58	3,929.68	3,969.78	4,009.88

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

1 090240068 2016 1

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Gooden - 3016 Ashbury Lane









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311800000032
Account:	090240064
Owners:	GOODEN CORNELIA H
Mail:	681 TENNYSON PL PENSACOLA, FL 32503
Situs:	3016 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$131,273	$164,523	$140,968
2015	$33,250	$124,138	$157,388	$139,989
2014	$24,938	$84,690	$109,628	$109,628

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/23/2008	6447	1343	$100	WD	View Instr
09/1990	2910	348	$18,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION,SENIOR EXEMPTION,WIDOW

Legal Description

LTS 32 & 33 ASHBURY HILLS PB 14 P 24 OR 2910 P 348 OR 6447 P 1343 LESS OR 4246 P 1561 STONER

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
1.9182

Zoned:
MDR

Evacuation & Flood Information
Open Report



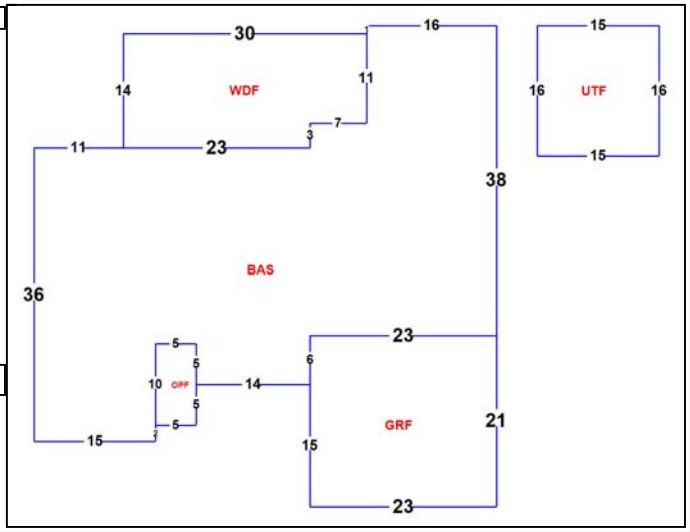
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:3016 ASHBURY LN, Year Built: 1990, Effective Year: 1990

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SPLIT LVL PLTFM*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*9*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3028 Total SF

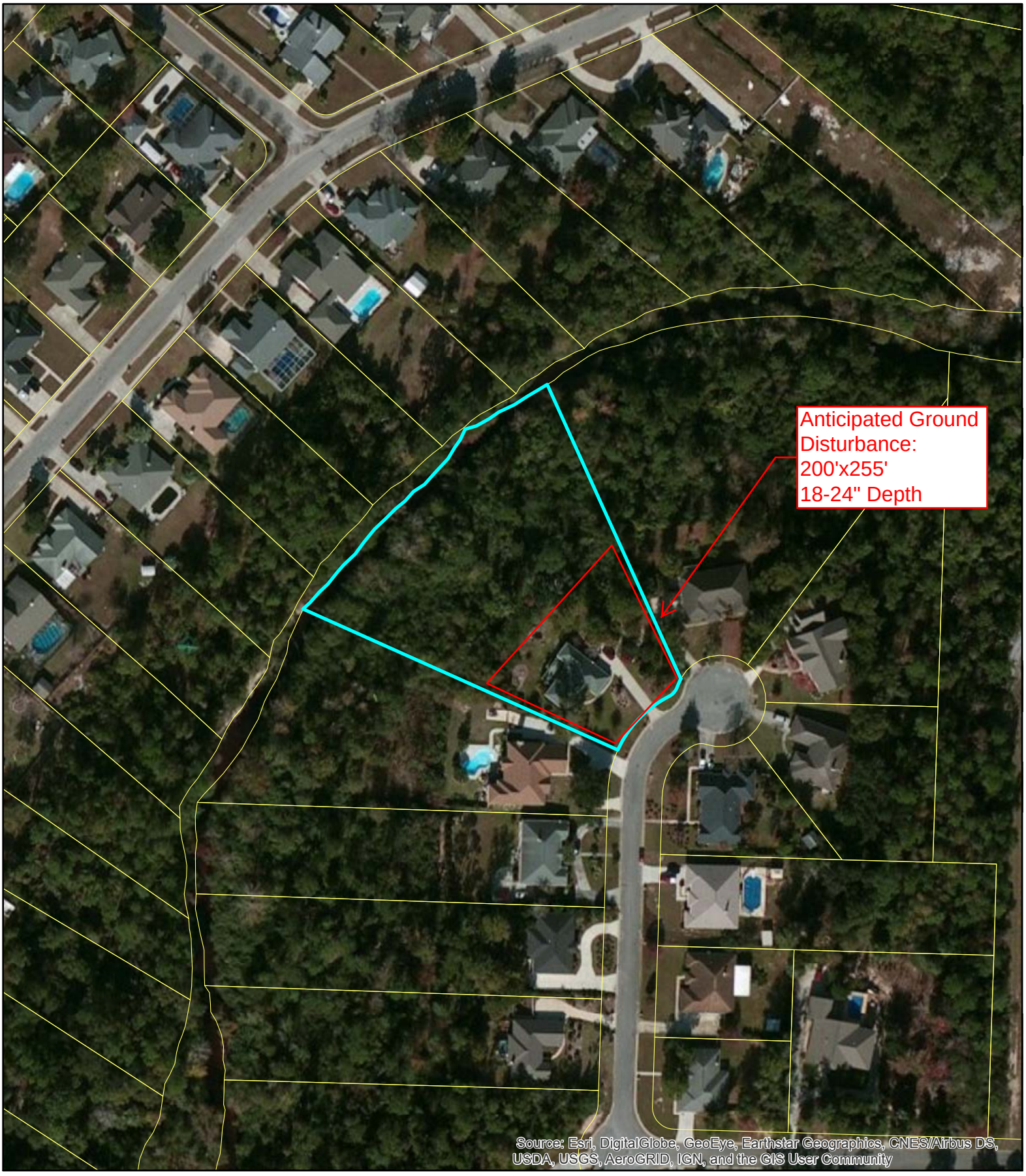
BASE AREA - *1856*
GARAGE FIN - *483*
OPEN PORCH FIN - *50*
UTILITY FIN - *240*
WOOD DECK FIN - *399*

Images



6/10/10

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Gooden Parcel
3016 Ashbury Lane

N

30 15 0 30 Meters

Bristol Park A[redacted]379

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Cornelia Gooden
Address of property adjoining 11-Mile Creek: 3016 Ashbury Lane Cantonment, FL 32533
Phone Number(s): 850-433-7979
Email address (optional): dgoxley@att.com
How many years have you lived at this location? 27 Yrs.

1. Are you current owner of the property? Yes: ☒ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☒ Home flooding: basement — Depth of flooding: 3 feet ____ inches
   - ☒ Severe yard flooding of extended duration: — Depth of flooding: 6 feet ____ inches
   - ☒ Severe street flooding of extended duration: — Depth of flooding: 3 feet ____ inches
   - ☐ Other: _____ — Depth of flooding: ____ feet ____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☒ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☒ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☐ No: ☒

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No X

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ .00 _____.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? NONE
If so, how much ICC funds have you received? NONE
Do you plan on receiving ICC payment? NO
If so, how much ICC funds do you plan on receiving? NONE

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: NONE

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: NONE

Owner Name: Cornelia Gooden

Property Address:
3016 Ashbury LANE
Cantonment, FL 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Signed

Signed

Date JAN 23, 2017

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 3016 Ashbury Lane
Cantonment, FL 32533

Owner(s) Mailing Address: 6081 Tennyson Place
Pensacola, FL 32503

Owner(s) Name(s): Cornelia Gooden

Contact Telephone Number: 850 433-7979

Contact Email Address: dgayley@aol.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Cornelia Dooden
Owner's Signature

JAN 23, 2017
Date

Owner's Signature

Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

☒ I am a citizen or non-citizen national of the United States.

☐ I am a qualified alien of the United States.

☐ Print full name and age of minor child: I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Cornelia Gooden	Cornelia Gooden	12/21/1924	01/23/2017
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
3016 Ashbury Lane	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).
PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.
ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.
DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

FEMA Form 009-0-3, AUG 2010 **REPLACES ALL PREVIOUS FEMA Form 90-69B**

Cost Estimate to Acquire and Demolish 3016 Ashbury Lane

Structure Data Summary			
Community			Escambia County
Address			3016 Ashbury Lane
Owner Name			Gooden
Total Square Footage			3028
Living Square Footage			1856
Year Built			1990
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$164,523.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$205,653.75
Independent Appraised Value or Average Value of Independent Appraisals			$220,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$14,594.96
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	1190.00	SY	$5,509.70
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	10.71	1000 SF	$5,076.54
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$34,427.20
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$29,559.19**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$591.18
Final Total Pre and Post-Construction Cost			**$736.58**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$5.16
Property Tax (to be prorated)			$1,183.30
Recording Fees			$50.00
Final Closing Costs			**$2,038.46**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$263,984.23**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

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:	3016 Ashbury Lane Cantonment, Florida 32533	B&A Job#:	RE16JP8687
		Effective Date of Value:	November 7, 2016
County:	Escambia	Date of Inspection:	November 7, 2016
Tax Parcel #:	03-1S-31-1800-000-032	Nature of Subject Property:	Single Family Dwelling
Owner:	Cornelia H. Gooden	Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of an 83,557 SF parcel improved with a detached 1,856 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 TWENTY THOUSAND DOLLARS
$220,000
*****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.**
3. **We were not permitted access to measure or inspect the subject property. The extent of our observation was exterior only from the adjoining roadway. We have relied on assessment records of the size of the subject improvements. Our analysis of the subject property is based on the extraordinary assumption that the subject property is as described in our analysis.**

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 transaction involving the subject property occurred on December 23, 2008 when Charles T. Gooden and Cornelia H. Gooden acquired the subject property from Darrell Gooden Development Company for $100 via a Warranty Deed recorded in OR Book 6447, Page 1343. Because this was not an arm's length transaction, we have not given it consideration in our analysis.

Neighborhood & Market Analysis

Comments: The subject neighborhood is located just north of Pensacola, FL and is bound to the west by the Alabama state line, to the north by the rural areas of North Escambia County, to the east by US Hwy 29 and to the south by Michigan Ave. The area is a suburban location to the more populous areas in the City of Pensacola. This is a popular area and there is abundant residential and commercial growth seen throughout the neighborhood. The primary traffic corridor through the neighborhood is W 9 Mile Road. Commercial uses are located along 9 Mile Road while residential development is typically seen in neighborhoods located off of the primary roadways. Residential support services are seen throughout the neighborhood including, retail, grocery, convenience stores, hospitals, doctors and professional offices.

Property Description

Assessment/Taxes	$164,523 / $1,232.60	Utilities	All available
Site Size:	83,557 SF per plat	Zoning	MDR, Medium Density Residential
FEMA Flood Zone	"X" and "AE"	Soil Type	Excessive to very poorly drained (sloping)
Site Frontage	107.67-ft Ashbury Lane	Road Type	Typical 2-lane asphalt paved road
Property Type	Detached Single Family	Current Use	Single Family Residential
Building Area (SF)	1,856-SF	Source of Bldg. Area	Assessment information
Year Built	1990 (per Assessment)	Conformance to Zoning	Conforming
Effective Age	20-years	Rem. Econ. Life	30-years
Bedroom/Bath Count	3-bed / 2-bath	Occupancy	Owner
Quality	Average	Condition	Average
Foundation	Pier	Wall and Roof Covering	Brick and composition shingle roof
Ceiling & Wall Coverings	Finished drywall	Flooring	Wood flooring, carpet and ceramic tile
Doors	Metal and glass entry doors	Windows	Insulated windows in vinyl coated frames
HVAC	Central HVAC	Lighting	Mix of incandescent, recessed and fluorescent fixtures
Appliances & Fixtures	Average quality	Parking	2-Garage

Comments about the subject property: The site slopes down from the adjoining roadway to the rear of the site. We were not allowed access to inspect the subject property and our observation was exterior only from the adjoining roadway. For purposes of our analysis we assume the quality of finishes in the subject dwelling are average and we assume no significant deferred maintenance for the subject property. We have also relied on assessment information when necessary for information regarding accessory structures. From our exterior only perspective, the dwelling appears to be well maintained.

Highest and Best Use

Comments: Based on the zoning classification, the specific design of the structure, and the surrounding uses the maximally productive use of the subject is deemed to be to for continued occupancy as a single family residential dwelling.

The Sales Comparison Approach

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property. We have gathered several sales and listings of comparable properties within the subject's general area, but have relied upon the most similar comps in arriving at an indication of value for the subject. Data sheets relative to these comps are attached.

Below are sales comparison grid(s) that summarize the amenities of the subject property and those of the comps that are perceived to cause variation in price. A unit of comparison is identified in the grid(s). A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comps for size.

The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property. Adjustments are applied to the calculated unit of comparison to account for observed differences between the subject and the comps. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.
Following are the adjustment grids.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

IMPROVED RESIDENTIAL SALES COMPARISON APPROACH

Select Unit of Comparison: Total Price

Justification for Unit of Comparison: Whole transactions are typical in the marketplace.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		COMPARABLE NO. 4	
Address	3016 Ashbury Lane Cantonment, FL	2730 Ashbury Lane Cantonment, FL		10020 Bristol Park Rd Cantonment, FL		10201 Bristol Park Rd Cantonment, FL		2760 S Hwy 97 Cantonment, FL	
Proximity to Subject	N/A	Same Development		<0.25-mile NW		0.25-mile N		1.50-miles NE	
Sales Price	N/A	$192,000		$223,000		$184,000		$253,000	
Price/Gross Living Area		$78.24		$94.29		$102.22		$120.94	
Verification Source	N/A	MLS# 473483, Agent		MLS #493594, Agent		MLS# 507478, Agent		MLS# 502036, Agent	
OR Book/Page	N/A	OR Book 7368, Page 1406		OR Book 7546; Page 1656		Pending Sale		OR Book 7586, Page 53	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust
Sale/Financing Concessions		None		None		None		None	
Date of Sale/Time		Jun-15		Jun-16		Current		Aug-16	
Location	Ashbury Hills	Similar		Similar		Similar		Inferior	$10,000
Financing	All Available	Similar		Similar		Similar		Similar	
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length		Arm's Length	
Buyer Expenditures	None	None		None		None		None	
Time/Mkt Conditions	Nov-16	93-dom		85-DOM		35-DOM		20-DOM	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site	83,557-SF +/-	13,990-SF +/-	$30,000	34,159-SF +/-	$20,000	16,000-SF +/-	$30,000	106,246-SF +/-	-$20,000
View	Residential/Buffer	Residential/Inferior	$5,000	Residential/Buffer		Residential/Inferior	$5,000	Residential/Inferior	$5,000
Design and Appeal	Brick/Average	Brick/Average		Brick/Average		Brick/Wood/Average		Brick/Average	
Quality of Construction	Average	Average/Similar		Similar		Similar		Similar	
Age	A26/E20	A26/E20		A24/E15	-$5,000	A27/E15	-$5,000	A39/E15	-$5,000
Condition of Prop.	Average	Similar		Similar		Similar		Similar	
Room Count	3 2.0	4 2.0		3 2.0		3 2.0		3 2.0	
Gross Living Area	1,856	2,454	-$14,950	2,365	-$12,725	1,800		2,092	-$5,900
Bsmnt/Finished Below Grd	None	None		None		None		None	
Functional Utility	Average	Average		Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central		FWA/Central		FWA/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical		Typical	
Garage/Carport	2-Garage	2-Garage		2-Garage		2-Garage		2-Garage	
Porch, Patio, Deck, Fireplace(s), etc.	Deck, fireplace, utility room	Fireplace, sunroom		Gazebo, outbuilding, screened porch	-$5,000	Fireplace	$5,000	Large outbuilding, storage building	-$15,000
Net Adj. (total)	$218,356		$20,050		-$2,725		$35,000		-$30,900
Adjusted Sales Price	Net % Adjustment	10%		-1%		19%		-12%	
of Comparable	Gross % Adjustment	26%	$212,050	19%	$220,275	24%	$219,000	24%	$222,100

Analysis of Sales: The selected comps represent sales of competitive residential dwellings in the subject area. Comp 3 is a pending sale and the agent has provided the contract price, thus no adjustment is needed for negotiations. Comp 4 is located to the north of the subject property more distant from nearby residential support services and interstate access thus a positive adjustment is applied. Comps 1, 2 and 3 have smaller site areas and a positive adjustment is applied. Conversely, comp 4 has a larger site area and a negative adjustment is applied. Comps 1, 3 and 4 do not have a buffer and each is adjusted positively. Comps 2, 3 and 4 have lower effective ages due to recent renovations documented in the MLS and we apply a negative adjustment to each. Comps 1, 2 and 4 are adjusted to account for differences in gross living area. Adjustments are applied to comps 2, 3 and 4 to account for differences in amenity when compared to the subject property. No adjustment is needed for Comp 1 as the sunroom is included in the gross living area and has been accounted for. The adjusted comps provide a range of values from $212,050 to $220,275 and average $218,356. We give added consideration to Comp 4 as it is the most recent sale and reconcile at $220,000 for the subject property.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

LAND VALUATION – SALES COMPARISON APPROACH

Analysis of Land Sales and Reconciliation:

COST APPROACH

Replacement-Cost-New		$ -
Less Depreciation		
Physical	$0	
Functional	$0	
External	$0	
Total Depreciation		$ -
Depreciated Cost of Building Improvements		$ -
Depreciated value of site improvements*		
Land Value Opinion		
Entrepreneurial Profit 0%		$ -
Indicated Value by Cost Approach		$ -
Indicated Value by Cost Approach "R"		

Comments on Costs, Depreciation, Stories, etc… We have not utilized a Cost Approach in this appraisal because of the age of the improvements.

Analysis of cost data and reconciliation:

INCOME CAPITALIZATION APPROACH

Income			
Potential Gross Income:			$ -
Other Income			$ -
Gross Income:			$ -
Less Vacancy/Collection Loss @			$ -
Effective Gross Income			$ -
Expense Reimbursements			$ -
Total Income			$ -
Operating Expenses			
Reimbursed Expenses:			
Property Taxes	$ -		
Insurance	$ -		
Total Reimbursed Expenses:	$ -		
Non Reimbursed Expenses:			
Management/Payroll			
Property Taxes			
Building Insurance			
Maintenance			
Reserves			
Miscellaneous (Legal, Acct., etc.)			
Total Non Reimbursed Expenses	$ -		
Total Expenses			$ -
Net Operating Income			$ -
Estimated Value by Direct Capitalization*			
Estimated Value by Direct Capitalization "R"*			**$ -**

Comments on Income, Rents, etc. We have not utilized an Income Capitalization Approach or a Rent Multiplier Approach in this appraisal of a single-family residence because: (1) there is an inadequate number of comparables in the marketplace that have sold while rented in order to produce indications of a credible multiplier AND/OR (2) the market indications for the multiplier are so divergent and occupy such a wide range as to be inconclusive AND/OR (3) the motivations of buyers and sellers in the market place are not for investment/income production, but rather for occupancy and amenity.

Vacancy Expenses and Cap Rate: n/a

Analysis of income data and reconciliation: n/a

FINAL RECONCILIATION

The indications of value by the various approaches are:

Sales Comparison:	$220,000
Income	Not Used
Cost	Not Used

With all weight placed on the sales comparison approach, as it is the most applicable approach, we reconcile at $220,000 for the subject property. (Fee-Simple)**.**

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) **buyer and seller are typically motivated;**
2) **both parties are well informed or well advised and each acting in what they consider their own best interests;**
3) **a reasonable time is allowed for exposure in the open market;**
4) **payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and**
5) **the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

(USPAP, as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/12-12/31/13).)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. **.This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**
2. **No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.**
3. **The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.**
4. **Responsible ownership and competent property management are assumed unless otherwise stated in this report.**
5. **The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.**
6. **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
7. **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
8. **It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.**
9. **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.**
10. **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.**
11. **Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.**
12. **It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.**
13. **The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.**
14. **Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.**
15. **Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.**
16. **The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.**
17. **Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.**
18. **Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.**

SCOPE AND EXTENT OF DATA COLLECTION AND ANALSIS

The SCOPE of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, County Property Appraiser, Planning and Zoning Department, County Public Records, County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications, and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood, and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing this appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography. The appraisers together certify that the property has been inspected sufficiently to insure that a credible value opinion has been achieved.

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search for comparable land sales was limited to the areas proximate to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. Data sources employed for the selection of comparable sales included the Multiple Listing Services for Pensacola and Metro Market Trends (regional data base). Additional Comments on scope:

CERTIFICATION

We certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an exterior only inspection of the property. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography.
9. No one provided significant professional assistance to the person(s) signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; David Singleton, MAI, MBA, FL Cert Gen RZ 3501 & AL Certified General Real Property Appraiser G01003; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; Rosanna Banks, Clerical and Davis Allen, Clerical. Any Trainee contributing to this report has contributed no more than 16 hours in the appraisal process.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, and David C. Singleton, MAI have the completed the requirements of the continuing education program of the Appraisal Institute.
14. If in Alabama, this assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal" .
15. We certify that we have not appraised this property within the previous three years.
16. I certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.
17. I am (We are) competent to appraise this property.
18. I, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.

Signature	R. Shawn Brantley, MAI	John Price
Name	R. Shawn Brantley, MAI, CCIM	John Price
License	State Certified General Appraiser, FL #RZ289	State Registered Trainee Appraiser, RI23955, FL
State	State Certified General Real Property Appraiser, AL G00419	Trainee Real Property Appraiser, T02003, AL

ADDENDA

Subject Photographs

Photographs of subject 11/4/16



Viewing northeast at subject property from Ashbury Lane

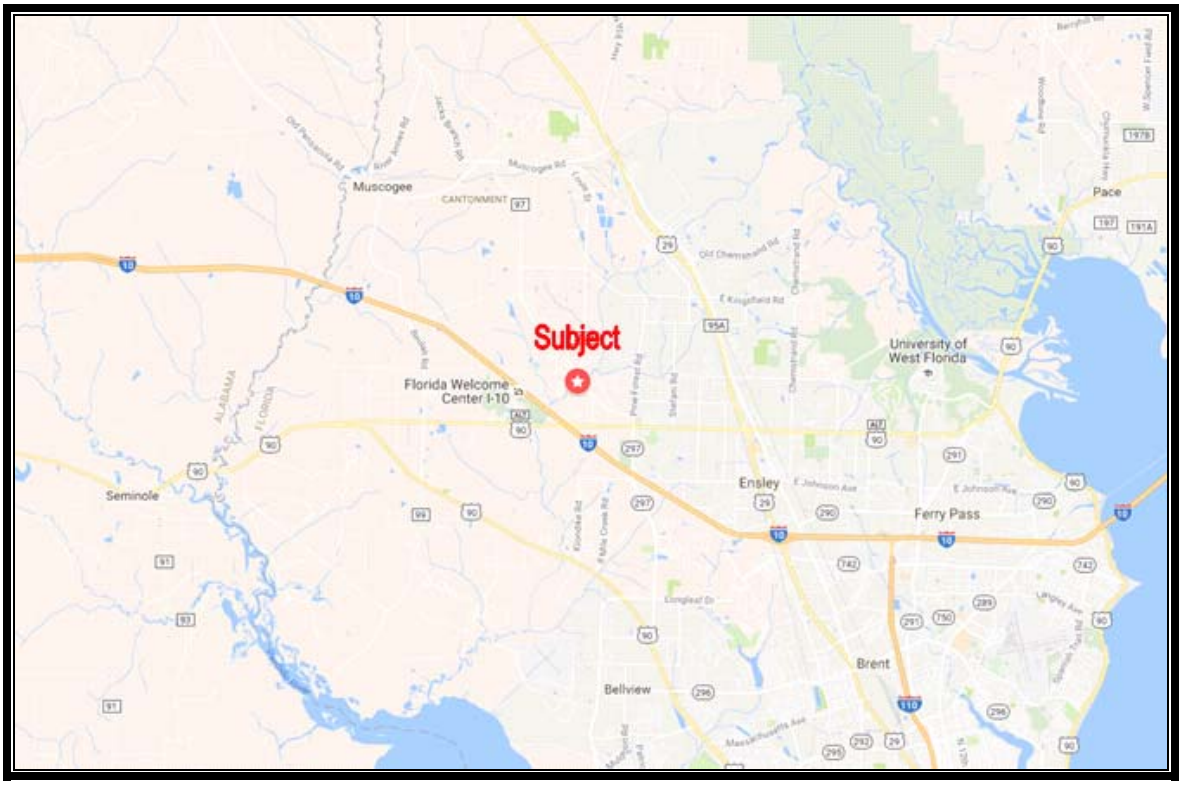


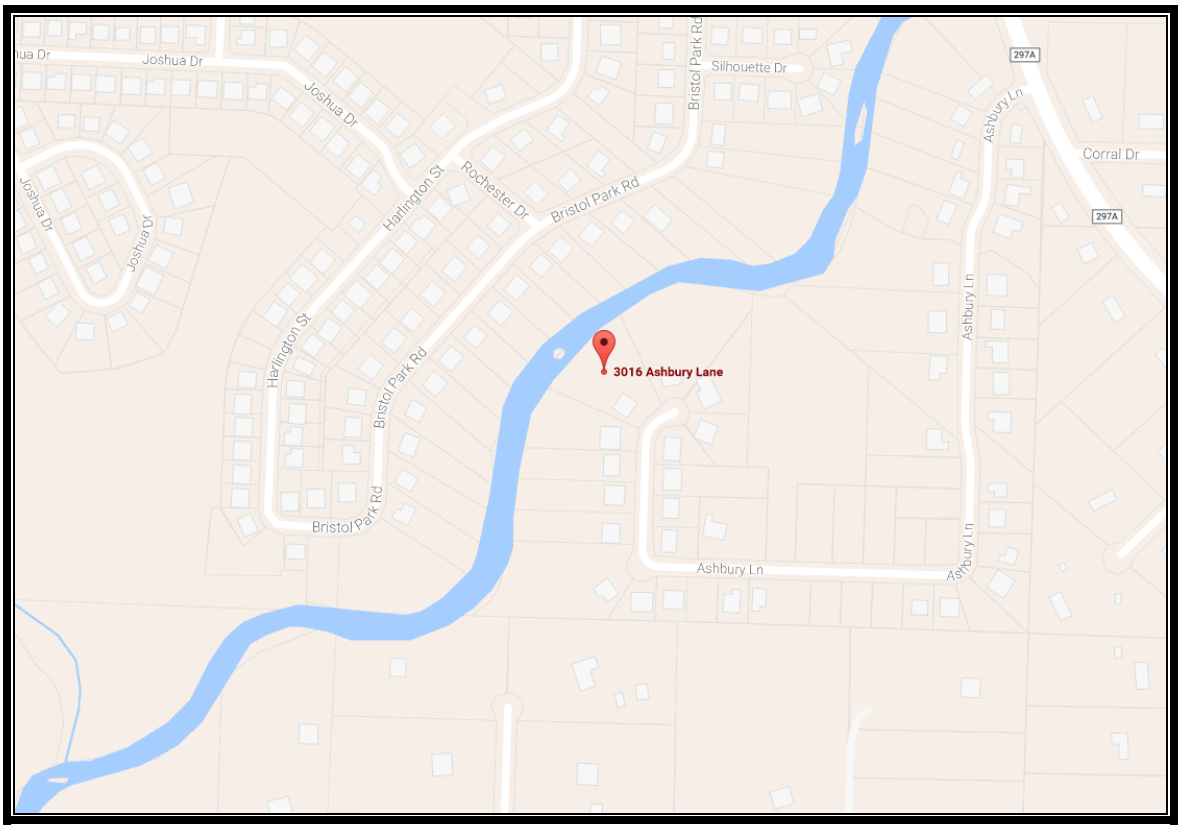
Viewing south along Ashbury Lane, subject on right



Viewing north along Ashbury Lane, subject on left.

LOCATION MAP OF SUBJECT PROPERTY



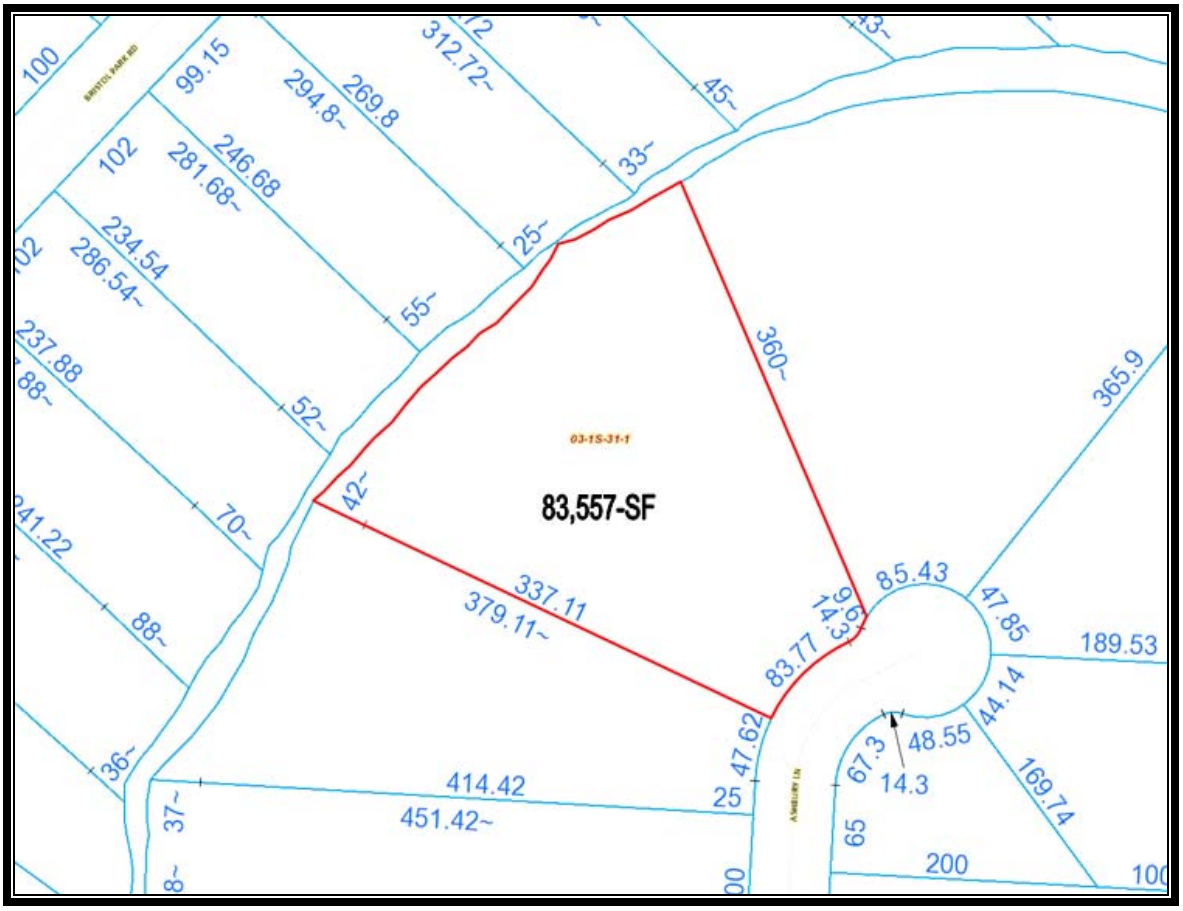


AERIAL MAP OF SUBJECT AND NEIGHBORHOOD

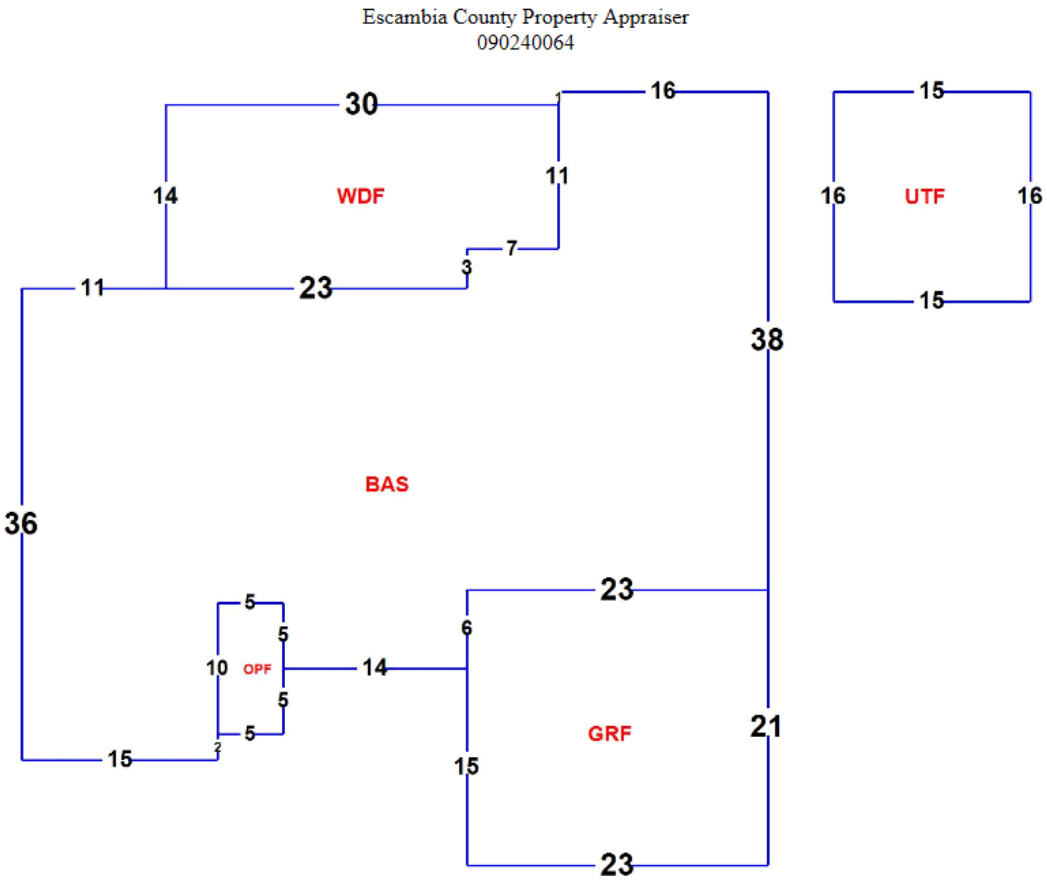




SKETCH OF SUBJECT SITE



SKETCH OF IMPROVEMENTS



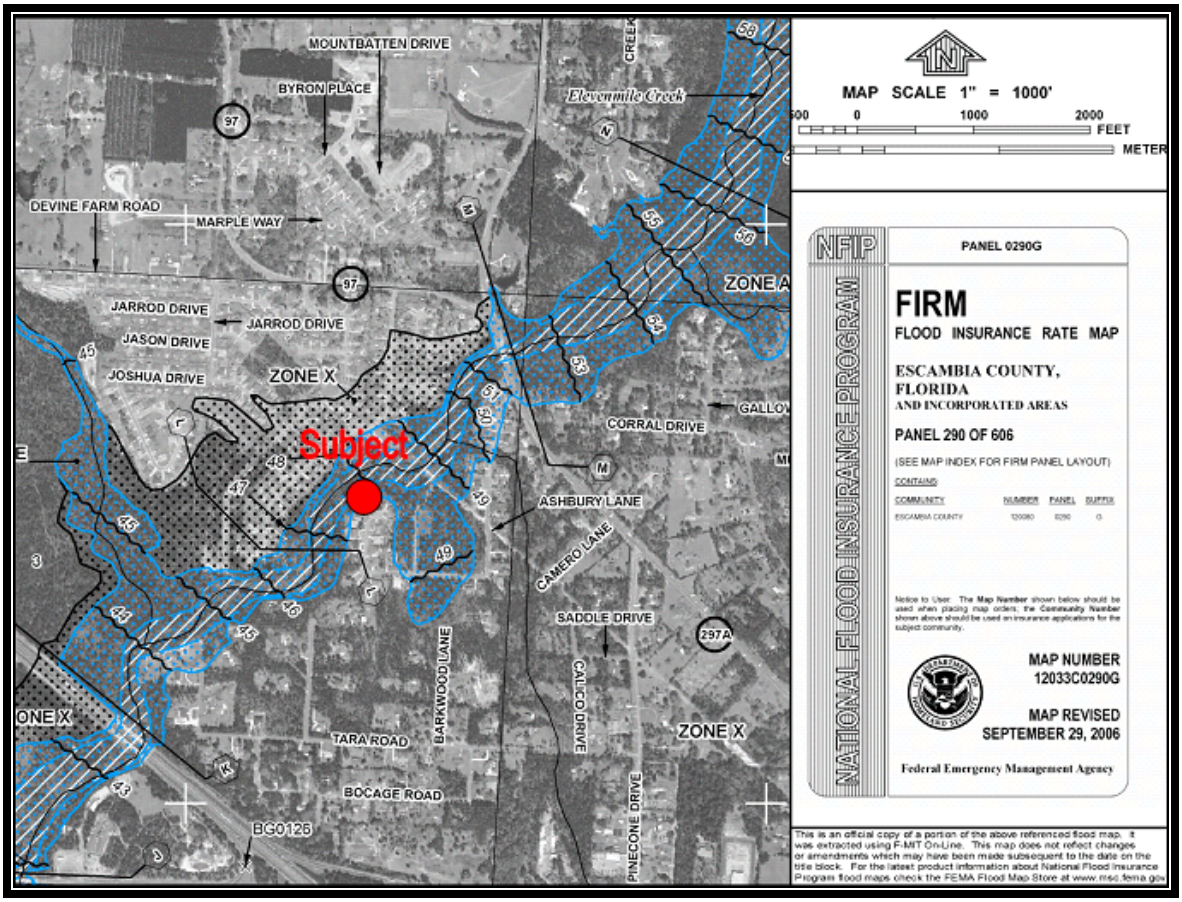
IMPROVEMENTS	
Dwelling	1,856 -SF
Garage	483 -SF
Utility	240 -SF
Wood Deck	399 -SF
Porch/Patio	50 -SF

SOIL SURVEY MAP



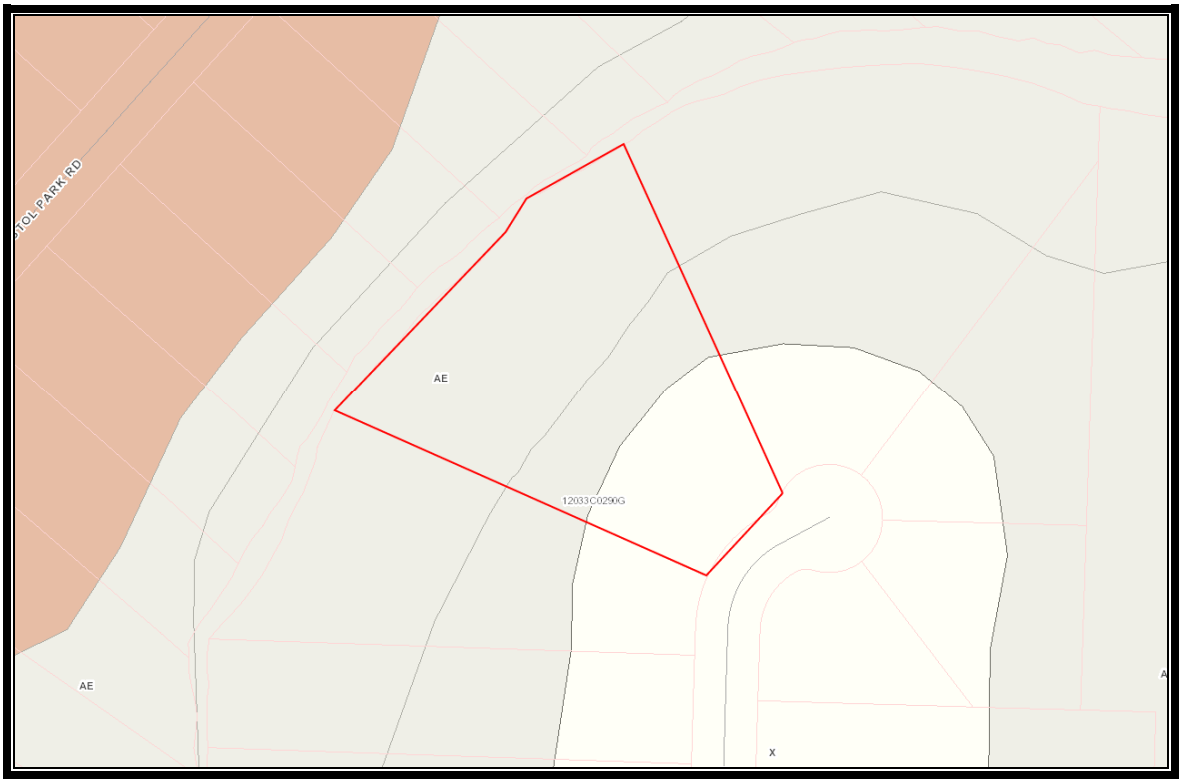
Number	Soil	Slope %	Drainage	Soil Material and Characteristics
50	Bigbee-Garcon-Fluvaquents complex, flooded	0-2	Excessive to Very Poorly Drained	This map unit consists of the excessively drained Bigbee soil; the somewhat poorly drained Garcon soil, and the very poorly drained Fluvaquents. It is on the flood plains along the Perdido River, Eight-Mile Creek, and Eleven-Mile Creek in the central and northern parts of the county. This map unit is poorly suited to cultivated crops. This map unit is suited to pine and hardwoods. This map unit is not suited to most urban and recreational uses. The flooding and wetness are severe limitations affecting most uses. Buildings can be elevated above the expected level of flooding by constructing them on pilings or on well-compacted fill.
57	Cowarts Troup Complex	12-18	Well Drained	This map unit consists of the very deep, well-drained Cowarts soil and the somewhat excessively drained Troup soil. It is on hill slopes in the central and northern parts of the county. This map unit is suited to slash pine, loblolly pine, and longleaf pine. This map unit is poorly suited to most urban and recreational uses. It is generally not suitable as a site for buildings because of the slope.
99	Wate			

FEMA FLOOD MAP OF SUBJECT PROPERTY



The subject site is contained on FEMA Map Panel 12033C0290G, dated 9/29/2006. According to the map panels, the subject property is located in an “X” and “AE” flood zone.

ESCAMBIA COUNTY FLOOD MAP OF SUBJECT PROPERTY



The grapic above is an excerpt from the Escambia County GIS indicating flood mapping for the subject (outlined in red) and the surrounding area. The Escambia County Flood Map indicates the northwestern bulk portion of the subject property is located in a Flood Zone “AE”, while the southeastern portion of the site is located in a Flood Zone “X”.

LOCATION MAP FOR SUBJECT AND IMPROVED COMPARABLES



PHOTOGRAPH OF IMPROVED COMPARABLE 1



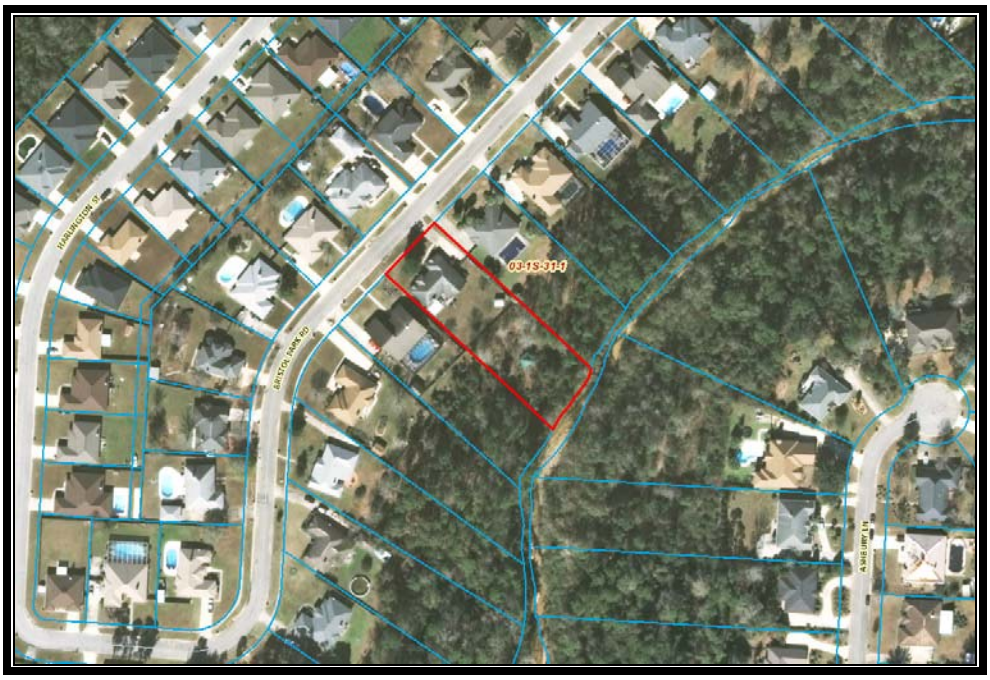
AERIAL MAP OF IMPROVED COMPARABLE 1



PHOTOGRAPH OF IMPROVED COMPARABLE 2



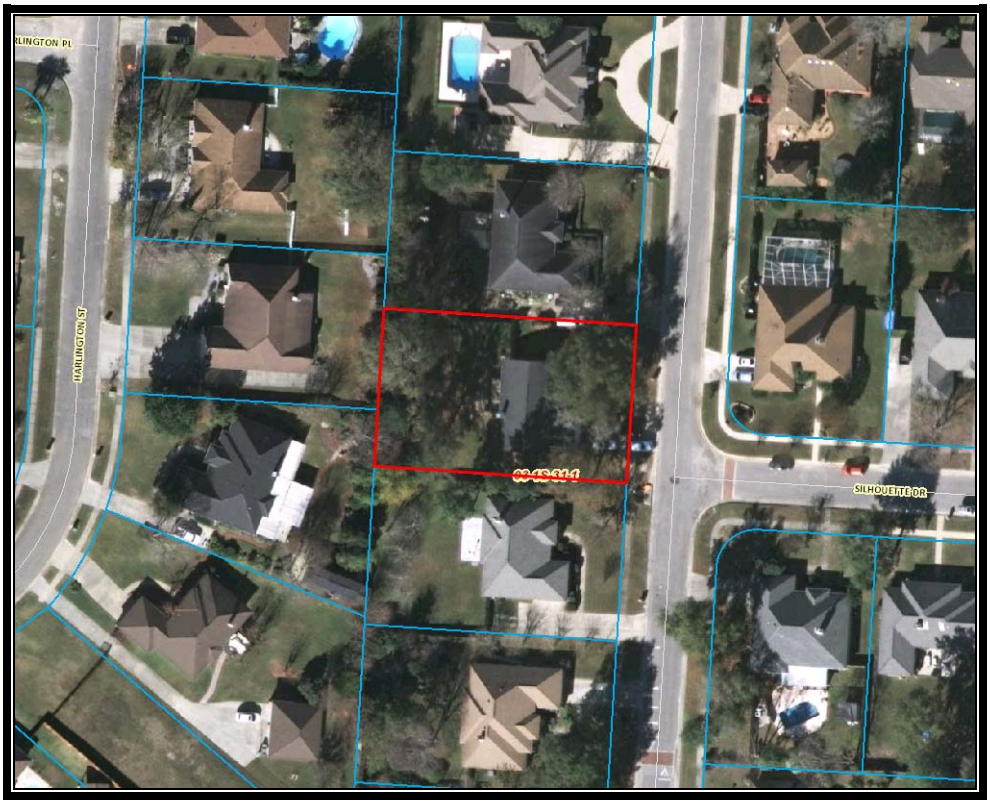
AERIAL MAP OF IMPROVED COMPARABLE 2



PHOTOGRAPH OF IMPROVED COMPARABLE 3



AERIAL MAP OF IMPROVED COMPARABLE 3



PHOTOGRAPH OF IMPROVED COMPARABLE 4



AERIAL MAP OF IMPROVED COMPARABLE 4



escpaDetail 3016 ASHBURY LN 32533

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ⊙ Account ○ Reference

Printer Friendly Version

General Information

Reference:	031S311800000032
Account:	090240064
Owners:	GOODEN CORNELIA H
Mail:	3016 ASHBURY LN CANTONMENT, FL 32533
Situs:	3016 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$131,273	$164,523	$140,968
2015	$33,250	$124,138	$157,388	$139,989
2014	$24,938	$84,690	$109,628	$109,628

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/23/2008	6447	1343	$100	WD	View Instr
09/1990	2910	348	$18,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION,SENIOR EXEMPTION,WIDOW

Legal Description

LTS 32 & 33 ASHBURY HILLS PB 14 P 24 OR 2910 P 348 OR 6447 P 1343 LESS OR 4246 P 1561 STONER

Extra Features

None

Parcel Information — Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
1.9182

Zoned:
MDR

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

http://www.escpa.org/cama/Detail_a.aspx?s=031S311800000032[11/10/2016 5:50:48 PM]

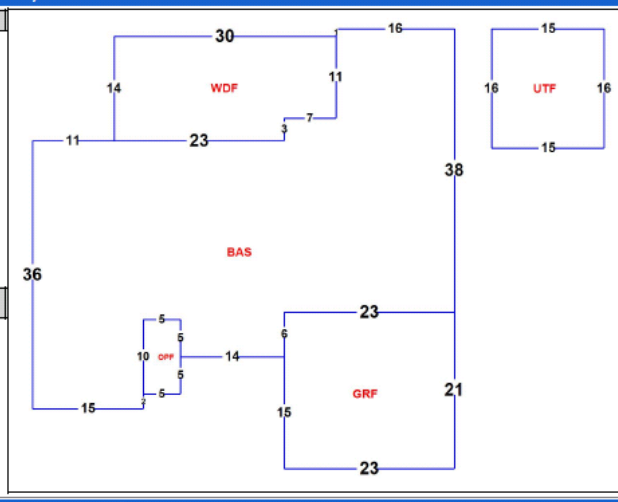
escpaDetail 3016 ASHBURY LN 32533

Buildings

Address:3016 ASHBURY LN, Year Built: 1990, Effective Year: 1990

Structural Elements
DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SPLIT LVL PLTFM*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*9*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 3028 Total SF
BASE AREA - *1856*
GARAGE FIN - *483*
OPEN PORCH FIN - *50*
UTILITY FIN - *240*
WOOD DECK FIN - *399*



Images



6/10/10

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:11/10/2016 (tc.15745)

http://www.escpa.org/cama/Detail_a.aspx?s=031S311800000032[11/10/2016 5:50:48 PM]

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0240-064		SEE BELOW	06	031S311800000032
				Senior Exemption Granted

2016 Property Taxes

OFFICE (850) 438-6500 Ext. 3252

GOODEN CORNELIA H
3016 ASHBURY LN
CANTONMENT, FL 32533

3016 ASHBURY LN

LTS 32 & 33 ASHBURY HILLS PB 14 P 24 OR
2910 P 348 OR 6447 P
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	140,968	100,500	40,468	267.76
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	140,968	25,500	115,468	255.18
BY STATE LAW	4.6660	140,968	25,500	115,468	538.77
WATER MANAGEMENT	0.0366	140,968	50,500	90,468	3.31
SHERIFF	0.6850	140,968	100,500	40,468	27.72
M.S.T.U. LIBRARY	0.3590	140,968	100,500	40,468	14.53
TOTAL MILLAGE	14.5731		AD VALOREM TAXES		$1,107.27

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960		125.33
NON-AD VALOREM ASSESSMENTS			$125.33

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS	$1,232.60	PAY ONE AMOUNT	See reverse side for important information

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	1,183.30	1,195.62	1,207.95	1,220.27	1,232.60

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0240-064		SEE ABOVE	06	031S311800000032

2016 Property Taxes

3016 ASHBURY LN

GOODEN CORNELIA H
3016 ASHBURY LN
CANTONMENT, FL 32533

LTS 32 & 33 ASHBURY HILLS PB 14 P 24 OR
2910 P 348 OR 6447 P
See Additional Legal on Tax Roll

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	1,183.30	1,195.62	1,207.95	1,220.27	1,232.60

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

1 090240064 2016 0

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Hutchins - 3020 Ashbury Lane









Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311800000030
Account:	090240060
Owners:	HUTCHINS JACOB T & HUTCHINS AMBER S
Mail:	3020 ASHBURY LN CANTONMENT, FL 32533
Situs:	3020 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$28,500	$299,942	$328,442	$276,974
2015	$28,500	$286,864	$315,364	$275,049
2014	$21,375	$195,850	$217,225	$217,225

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/28/2012	6883	405	$290,000	WD	View Instr
09/12/2011	6852	1822	$100	QC	View Instr
08/01/2008	6361	1266	$300,000	WD	View Instr
03/2001	4717	776	$291,000	WD	View Instr
06/1998	4277	324	$300,000	WD	View Instr
05/1997	4129	1817	$19,900	WD	View Instr
05/1997	4129	1816	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 30 ASHBURY HILLS PB 14 P 24 OR 6883 P 405

Extra Features
None

Parcel Information

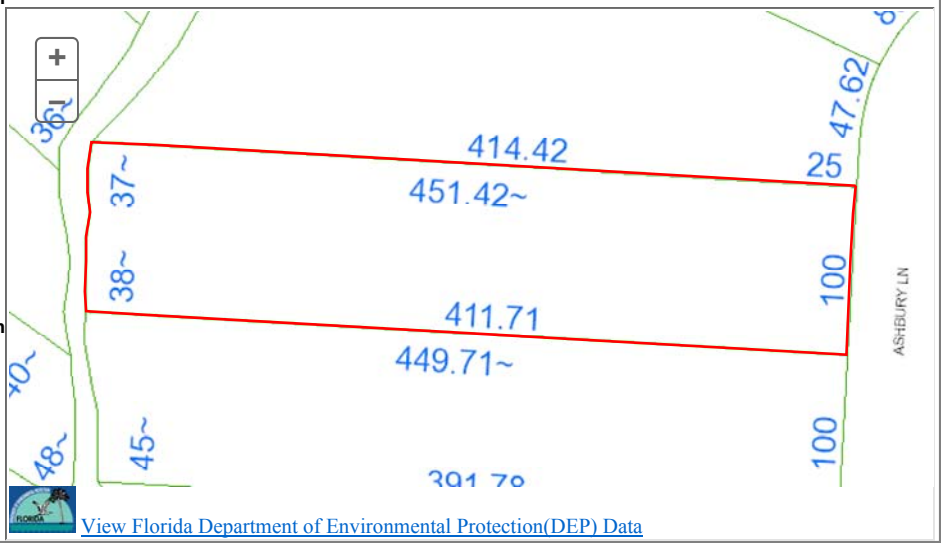
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
1.0363

Zoned:
MDR

Evacuation & Flood Information
Open Report



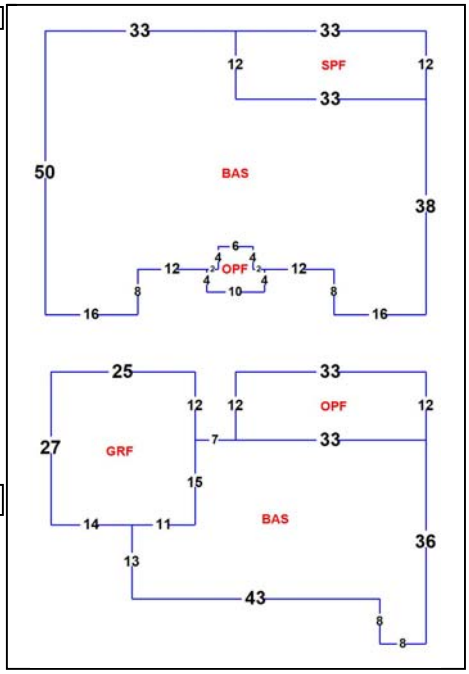
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:3020 ASHBURY LN, Year Built: 1998, Effective Year: 1998

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SPLIT LVL PLTFM*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-DECORAT*
NO. PLUMBING FIXTURES-*11*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP HI PTC*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 5466 Total SF

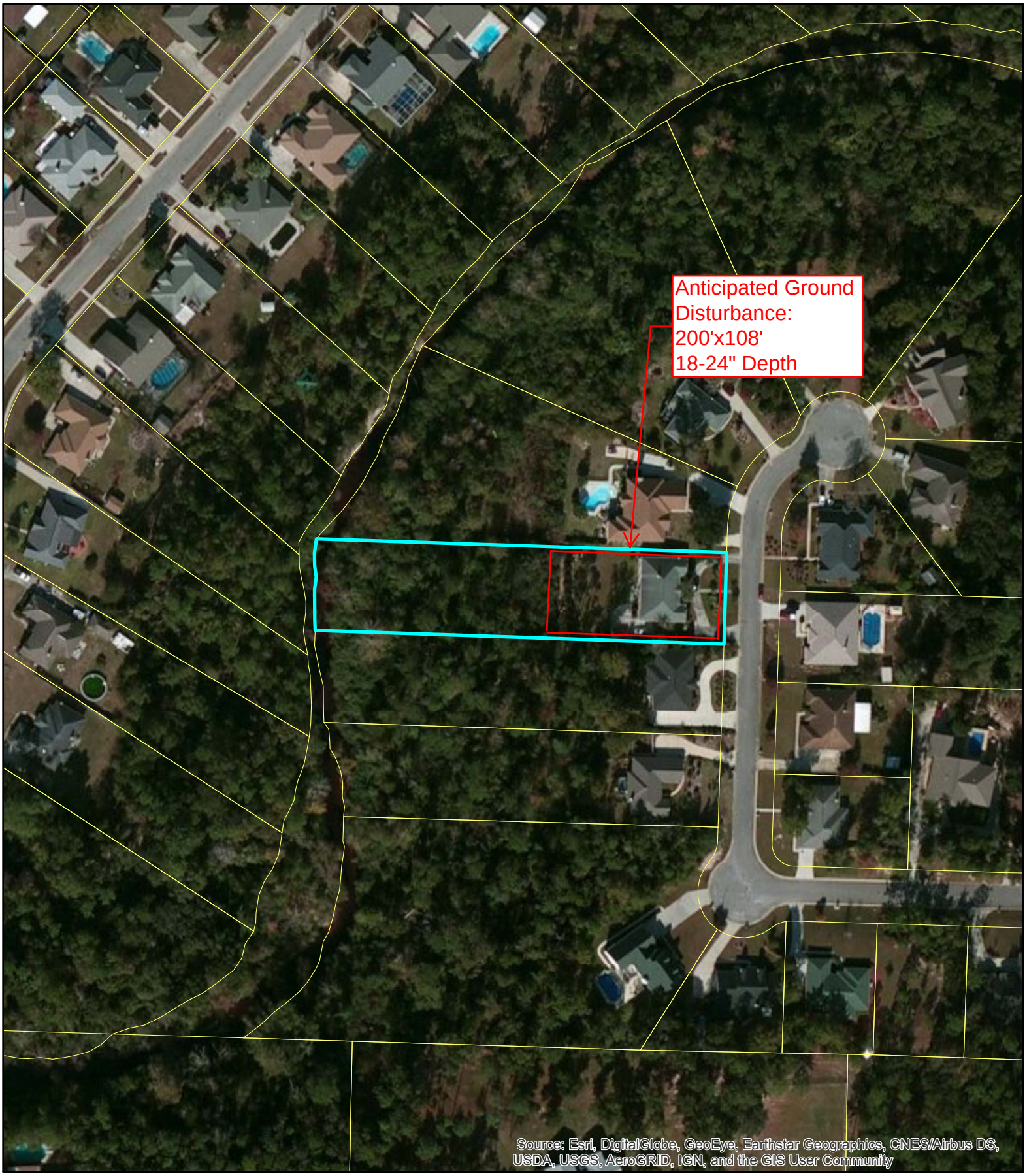
BASE AREA - *3935*
GARAGE FIN - *675*
OPEN PORCH FIN - *460*
SCRN PORCH FIN - *396*

Images



2/26/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Hutchins Parcel
3020 Ashbury Lane

N

30 15 0 30 Meters

Bristol Park [redacted] 415

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Jacob and Amber Hutchins
Address of property adjoining 11-Mile Creek: 3020 Ashbury Lane
Cantonment, FL 32533
Phone Number(s): Jacob: 850-516-8677 Amber: 850-516-8791
Email address (optional): hutchins.jacob@gmail.com
How many years have you lived at this location? 4.5 Yrs.

1. Are you current owner of the property? Yes: ☒ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:

☒ Home flooding:	Depth of flooding: 4 feet 0 inches	
☒ Severe yard flooding of extended duration:	Depth of flooding: 8-10 feet 0 inches	
☐ Severe street flooding of extended duration:	Depth of flooding: _____ feet _____ inches	
☐ Other: _____	Depth of flooding: _____ feet _____ inches	

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☒ No: ☐

4. Are you ~~will to sale~~ willing to sell the County your property to prevent future flooding: Yes: ☒ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☐ No: ☒

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes X No _____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ 0 - No flood Insurance at time of flood

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? No
If so, how much ICC funds have you received? —
Do you plan on receiving ICC payment? No
If so, how much ICC funds do you plan on receiving? —

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: see attached

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: see attached

Owner Name:
Jacob Hutchins
Amber Hutchins

Property Address:

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Jacob T Hutchins
Signed

Amber Hutchins
Signed

Date
2/2/17

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 3020 Ashbury Lane
Cantonment, FL 32533

Owner(s) Mailing Address:
Same as above

Owner(s) Name(s): Jacob Hutchins
Amber Hutchins

Contact Telephone Number:
Jacob: (w) 850-912-0401, (c) 850-516-8077
Amber: (c) 850-516-8791

Contact Email Address:
hutchins.jacob@gmail.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Jacob Hutchins
Owner's Signature

2/2/17
Date

Amber Hutchins
Owner's Signature

2/2/17
Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Jacob Thomas Hutchins	Jacob T Hutchins	3/30/80	2/2/17
INSPECTOR ID NO.	FEMA APPLICATION NO. ~~Jan~~ 411591820	DISASTER NO. ~~Jan~~ 4177	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
3020 Ashbury Lane	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).
PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.
ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.
DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 3020 Ashbury Lane

Structure Data Summary			
Community			Escambia County
Address			3020 Ashbury Lane
Owner Name			Hutchins
Total Square Footage			5466
Living Square Footage			3935
Year Built			1998
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$328,442.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$410,552.50
Independent Appraised Value or Average Value of Independent Appraisals			$360,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$26,346.12
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	1365.33	SY	$6,321.49
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	12.288	1000 SF	$5,824.51
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$47,738.13
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$40,987.95**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$819.76
Final Total Pre and Post-Construction Cost			**$965.16**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$6.76
Property Tax (to be prorated)			$3,460.74
Recording Fees			$50.00
Final Closing Costs			**$4,317.50**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$417,920.61**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

BRANTLEY AND ASSOCIATES REAL ESTATE APPRAISAL CORP.
POB 12505, Pensacola, Florida 32591
850-433-5075 – shawnbrantley@brantleyassociates.com

MULTI-PURPOSE APPRAISAL FORM

November 18, 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:	3020 Ashbury Lane Cantonment, Florida 32533	B&A Job#:	RE16JP8689
		Effective Date of Value:	November 7, 2016
County:	Escambia	Date of Inspection:	November 7, 2016
Tax Parcel #:	03-1S-31-1800-000-030	Nature of Subject Property:	Single Family Dwelling
Owner:	Jacob T. and Amber S. Hutchins	Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of a 45,141 SF parcel improved with a detached 3,937 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

THREE HUNDRED SIXTY THOUSAND DOLLARS
$360,000
*****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 transaction involving the subject property occurred on June 28, 2012 when Jacob T. and Amber S. Hutchins acquired the subject property from Trevor B. Seifert, for $290,000 via a Warranty Deed recorded in OR Book 6883, Page 405. Because this transaction occurred several years prior, we have not given it consideration in our current analysis.

NEIGHBORHOOD & MARKET ANALYSIS

Comments: The subject neighborhood is located just north of Pensacola, FL and is bound to the west by the Alabama state line, to the north by the rural areas of North Escambia County, to the east by US Hwy 29 and to the south by Michigan Ave. The area is a suburban location to the more populous areas in the City of Pensacola. This is a popular area and there is abundant residential and commercial growth seen throughout the neighborhood. The primary traffic corridor through the neighborhood is W 9 Mile Road. Commercial uses are located along 9 Mile Road while residential development is typically seen in neighborhoods located off of the primary roadways. Residential support services are seen throughout the neighborhood including, retail, grocery, convenience stores, hospitals, doctors and professional offices.

PROPERTY DESCRIPTION

Assessment/Taxes	$328,442 / $3,604.94	Utilities	All available
Site Size:	45,141 SF per assessor	Zoning	MDR, Medium Density Residential
FEMA Flood Zone	"X" and "AE"	Soil Type	Excessive to very poorly drained (sloping)
Site Frontage	100-ft Ashbury Lane	Road Type	Typical 2-lane asphalt paved road
Property Type	Detached Single Family	Current Use	Single Family Residential
Building Area (SF)	3,937-SF	Source of Bldg. Area	Appraiser's measurements
Year Built	1998 (per Assessment)	Conformance to Zoning	Conforming
Effective Age	15-years	Rem. Econ. Life	35-years
Bedroom/Bath Count	6-bed / 3-bath	Occupancy	Owner
Quality	Good	Condition	Average
Foundation	Pier	Wall and Roof Covering	Brick and composition shingle roof
Ceiling & Wall Coverings	Finished drywall	Flooring	Wood, carpet, linoleum and ceramic tile flooring
Doors	Metal and glass entry doors	Windows	Insulated windows in aluminum frames
HVAC	Central HVAC	Lighting	Mix of incandescent, recessed and fluorescent fixtures
Appliances & Fixtures	Average quality	Parking	2-Garage

Comments about the subject property: The site slopes down from the adjoining roadway to the rear of the site to a creek that forms the western boundary. The rear portion of the property is overgrown with dense understory. The dwelling is a split level with 4-bedrooms and 2-baths on the main floor and 2-bedrooms and 1-bath on the ground floor. The dwelling features a 394-SF screened porch on the main floor and 394-SF of covered porch on the ground floor. There is a 283-SF bonus room accessed from the garage. This room is fully finished with ceramic tile flooring, painted drywall ceiling and wall coverings and is heated and cooled. As indicated in the pictures, we observed damaged/missing sheetrock in the bonus room which the owner reports as caused by a HVAC leak. The owner reports the leak is repaired. Sheetrock replacement and painting is needed, however these are only minor repairs and would likely be repaired if the property were marketed for sale. We note that some of the interior finishes are dated such as linoleum kitchen countertops, linoleum flooring and wall paper in the master bathroom. The ground floor was renovated in 2014 and has more modern finishes such as ceramic tile flooring. Based on our observation, the dwelling is in average condition and appears to be regularly maintained, we estimate an effective age of 15 years.

HIGHEST AND BEST USE

Comments: Based on the zoning classification, the specific design of the structure, and the surrounding uses the maximally productive use of the subject is deemed to be to for continued occupancy as a single family residential dwelling.

THE SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property. We have gathered several sales and listings of comparable properties within the subject's general area, but have relied upon the most similar comps in arriving at an indication of value for the subject. Data sheets relative to these comps are attached.

Below are sales comparison grid(s) that summarize the amenities of the subject property and those of the comps that are perceived to cause variation in price. A unit of comparison is identified in the grid(s). A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comps for size.

The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property. Adjustments are applied to the calculated unit of comparison to account for observed differences between the subject and the comps. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.

Following are the adjustment grids.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

IMPROVED RESIDENTIAL SALES COMPARISON APPROACH

Select Unit of Comparison: Total Price

Justification for Unit of Comparison: Whole transactions are typical in the marketplace.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3020 Ashbury Lane Cantonment, FL	903 Bucyrus Lane Cantonment, FL		2525 Pleasant Valley Dr Cantonment, FL		907 Chesapeake Trail Cantonment, FL	
Proximity to Subject	N/A	5.0-miles NE		1.75-miles NE		4.25-miles NW	
Sales Price	N/A	$312,000		$425,000		$299,900	
Price/Gross Living Area		$97.32		$90.43		$98.94	
Verification Source	N/A	MLS# 505633, Agent		MLS# 475507, Agent		MLS# 505320, Agent	
OR Book/Page	N/A	OR Book 7614, Page 0304		OR Book 7514, Page 1912		OR Book 7602, Page 696	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust
Sale/Financing Concessions		None		None		Seller Concessions	-$2,500
Date of Sale/Time		Oct-16		Apr-16		Sep-16	
Location	Cantonment, FL	Similar		Similar		Similar	
Financing	All Available	Similar		Similar		Similar	
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length	
Buyer Expenditures	None	None		None		None	
Time/Mkt Conditions	Nov-16	Unknown		Unknown		2-Days	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	45,141-SF +/-	28,880-SF +/-	$10,000	56,628-SF +/-		29,185-SF +/-	$10,000
View	Residential/Greenbelt	Residential/Greenbelt		Residential/Inferior	$5,000	Residential/Inferior	$5,000
Design and Appeal	Brick/Good	Brick/Good		Brick/Good		Brick/Good	
Quality of Construction	Good	Good/Similar		Good/Similar		Good/Similar	
Age	A18/E15	A12/E10	-$5,000	A25/E20	$5,000	A11/E10	-$5,000
Condition of Prop.	Average	Similar		Similar		Similar	
Room Count	6 3.0	5 4.0	-$10,000	5 4.1	-$15,000	4 3.0	
Gross Living Area	3,937	3,206	$51,170	4,700	-$53,410	3,031	$63,420
Bsmnt/Finished Below Grd	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central		FWA/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	2-Garage	2-Garage		2-Garage		2-Garage	
Porch, Patio, Deck, Fireplace(s), etc.	Fireplace, screened porch, covered porch, bonus room	Fireplace (2), lanai, patio, privacy fencing		Fireplace, in-ground pool, hot tub, deck, privacy fence, shed	-$10,000	Fireplace, sunroom, in-ground pool, lanai, privacy fence, shed	-$10,000
Net Adj. (total)	$358,527		$46,170		-$68,410		$60,920
Adjusted Sales Price	Net % Adjustment	15%		-16%		20%	
of Comparable	Gross % Adjustment	24%	$358,170	21%	$356,590	32%	$360,820

Analysis of Sales: The selected comps represent sales of competitive residential dwellings in the subject area. The agent reports seller concessions were paid for Comp 3 and a negative adjustment is applied in the amount of the reported concessions. Comps 1 and 3 are adjusted positively for smaller site areas. A positive adjustment is applied to Comps 2 and 3 for inferior residential views. Adjustments are applied to each comp for differences in effective age. Comps 1 and 2 are adjusted for differences in the number of bathrooms. Adjustments are applied to each comp for differences in gross living area. Adjustments are applied to each comp for differences in amenity when compared to the subject property. The adjusted comps provide a range of values from $356,590 to $360,820 and average $358,527. We give added consideration to Comp 3 as it is the most recent sale and reconcile at a rounded $360,000 for the subject property.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

LAND VALUATION – SALES COMPARISON APPROACH

Analysis of Land Sales and Reconciliation:

COST APPROACH

Replacement-Cost-New		$ -
Less Depreciation		
Physical	$0	
Functional	$0	
External	$0	
Total Depreciation		$ -
Depreciated Cost of Building Improvements		$ -
Depreciated value of site improvements*		
Land Value Opinion		
Entrepreneurial Profit 0%		$ -
Indicated Value by Cost Approach		$ -
Indicated Value by Cost Approach "R"		

Comments on Costs, Depreciation, Stories, etc… We have not utilized a Cost Approach in this appraisal because of the age of the improvements.

Analysis of cost data and reconciliation:

INCOME CAPITALIZATION APPROACH

Income			
Potential Gross Income:			$ -
Other Income			$ -
Gross Income:			$ -
Less Vacancy/Collection Loss @			$ -
Effective Gross Income			$ -
Expense Reimbursements			$ -
Total Income			$ -
Operating Expenses			
Reimbursed Expenses:			
Property Taxes	$ -		
Insurance	$ -		
Total Reimbursed Expenses:	$ -		
Non Reimbursed Expenses:			
Management/Payroll			
Property Taxes			
Building Insurance			
Maintenance			
Reserves			
Miscellaneous (Legal, Acct., etc.)			
Total Non Reimbursed Expenses	$ -		
Total Expenses			$ -
Net Operating Income			$ -
Estimated Value by Direct Capitalization*			
Estimated Value by Direct Capitalization "R"*			**$ -**

Comments on Income, Rents, etc. We have not utilized an Income Capitalization Approach or a Rent Multiplier Approach in this appraisal of a single-family residence because: (1) there is an inadequate number of comparables in the marketplace that have sold while rented in order to produce indications of a credible multiplier AND/OR (2) the market indications for the multiplier are so divergent and occupy such a wide range as to be inconclusive AND/OR (3) the motivations of buyers and sellers in the market place are not for investment/income production, but rather for occupancy and amenity.

Vacancy Expenses and Cap Rate: n/a

Analysis of income data and reconciliation: n/a

FINAL RECONCILIATION

The indications of value by the various approaches are:

Sales Comparison:	$360,000
Income	Not Used
Cost	Not Used

With all weight placed on the sales comparison approach, as it is the most applicable approach, we reconcile at $360,000 for the subject property. (Fee-Simple)**.**

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) **buyer and seller are typically motivated;**
2) **both parties are well informed or well advised and each acting in what they consider their own best interests;**
3) **a reasonable time is allowed for exposure in the open market;**
4) **payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and**
5) **the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

(USPAP, as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/12-12/31/13).)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. **.This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**
2. **No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.**
3. **The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.**
4. **Responsible ownership and competent property management are assumed unless otherwise stated in this report.**
5. **The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.**
6. **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
7. **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
8. **It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.**
9. **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.**
10. **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.**
11. **Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.**
12. **It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.**
13. **The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.**
14. **Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.**
15. **Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.**
16. **The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.**
17. **Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.**
18. **Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.**

SCOPE AND EXTENT OF DATA COLLECTION AND ANALSIS

The SCOPE of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, County Property Appraiser, Planning and Zoning Department, County Public Records, County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications, and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood, and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing this appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography. The appraisers together certify that the property has been inspected sufficiently to insure that a credible value opinion has been achieved.

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search for comparable land sales was limited to the areas proximate to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. Data sources employed for the selection of comparable sales included the Multiple Listing Services for Pensacola and Metro Market Trends (regional data base). Additional Comments on scope:

CERTIFICATION

We certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography.
9. No one provided significant professional assistance to the person(s) signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; David Singleton, MAI, MBA, FL Cert Gen RZ 3501 & AL Certified General Real Property Appraiser G01003; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; Rosanna Banks, Clerical and Davis Allen, Clerical. Any Trainee contributing to this report has contributed no more than 16 hours in the appraisal process.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, and David C. Singleton, MAI have the completed the requirements of the continuing education program of the Appraisal Institute.
14. If in Alabama this assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal" .
15. We certify that we have not appraised this property within the previous three years.
16. I certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.
17. I am (We are) competent to appraise this property.
18. I, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.

Signature		
Name	R. Shawn Brantley, MAI, CCIM	John Price
License	State Certified General Appraiser, FL #RZ289	State Registered Trainee Appraiser, RI23955, FL
State	State Certified General Real Property Appraiser, AL G00419	Trainee Real Property Appraiser, T02003, AL

ADDENDA

Subject Photographs

Photographs of subject 11/7/16



Viewing north along Ashbury Lane, subject on left



Viewing south along Ashbury Lane, subject on right



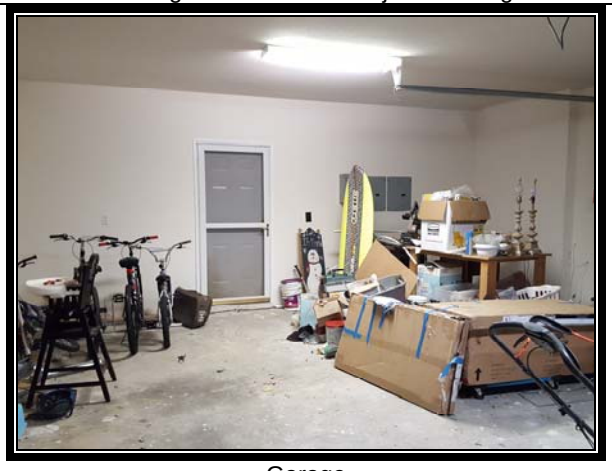
Viewing west at subject property from Ashbury Lane



Viewing east at rear of subject dwelling



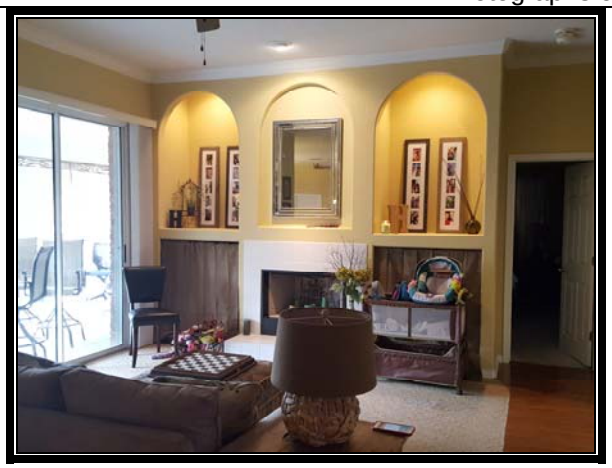
Viewing east through rear of property



Garage

Subject Photographs

Photographs of subject 11/7/16



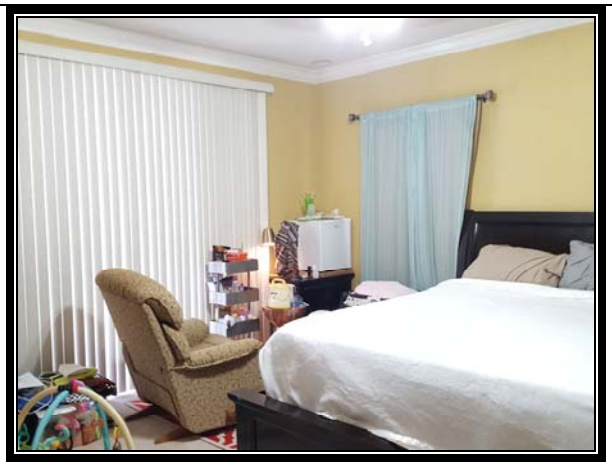
Living room on main floor



Kitchen



Den/Dining room



Master bedroom



Master bathroom



Typical spare bedroom

Subject Photographs

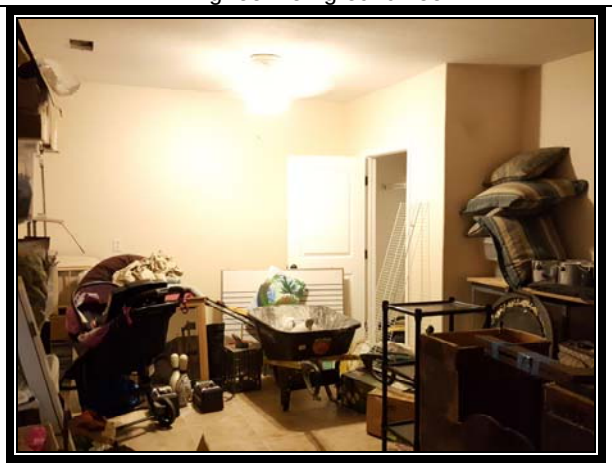
Photographs of subject 11/7/16



Living room on ground floor



Typical bedroom on ground floor



Bonus room off garage



Ceiling damage in bonus room from HVAC leak



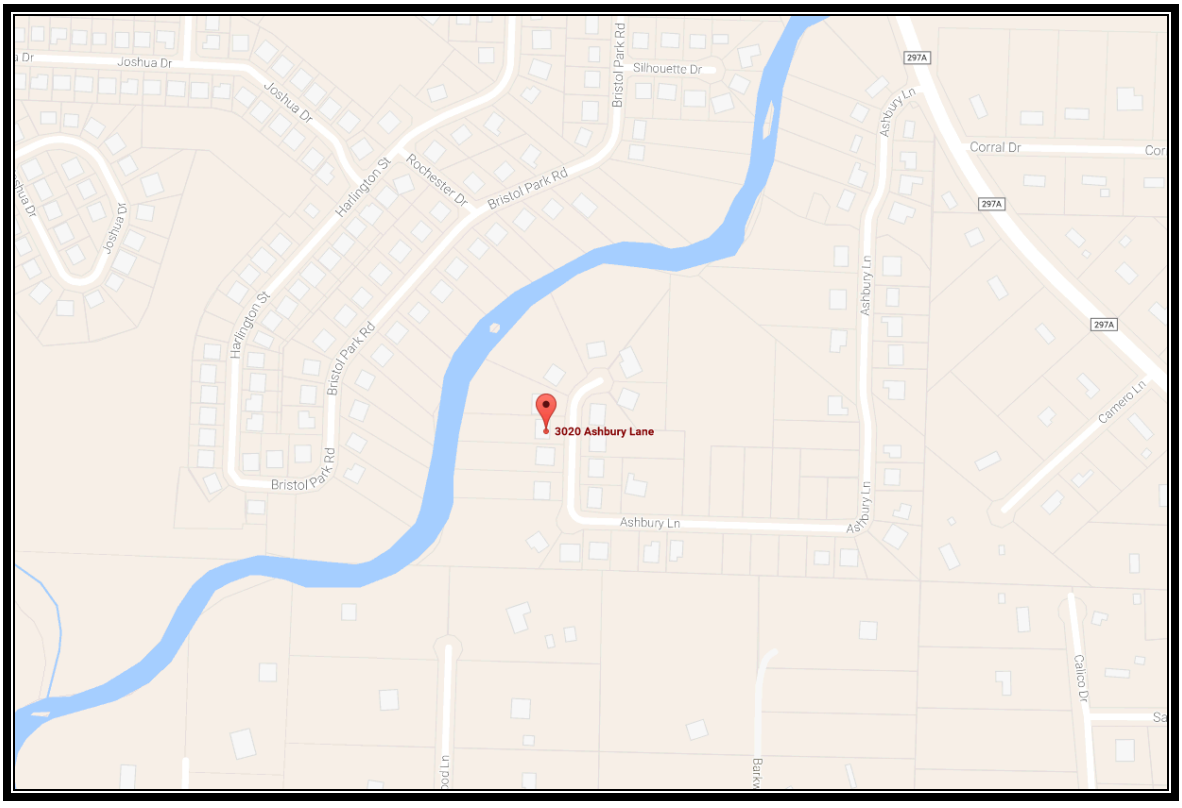
Missing stair coverings at ground floor



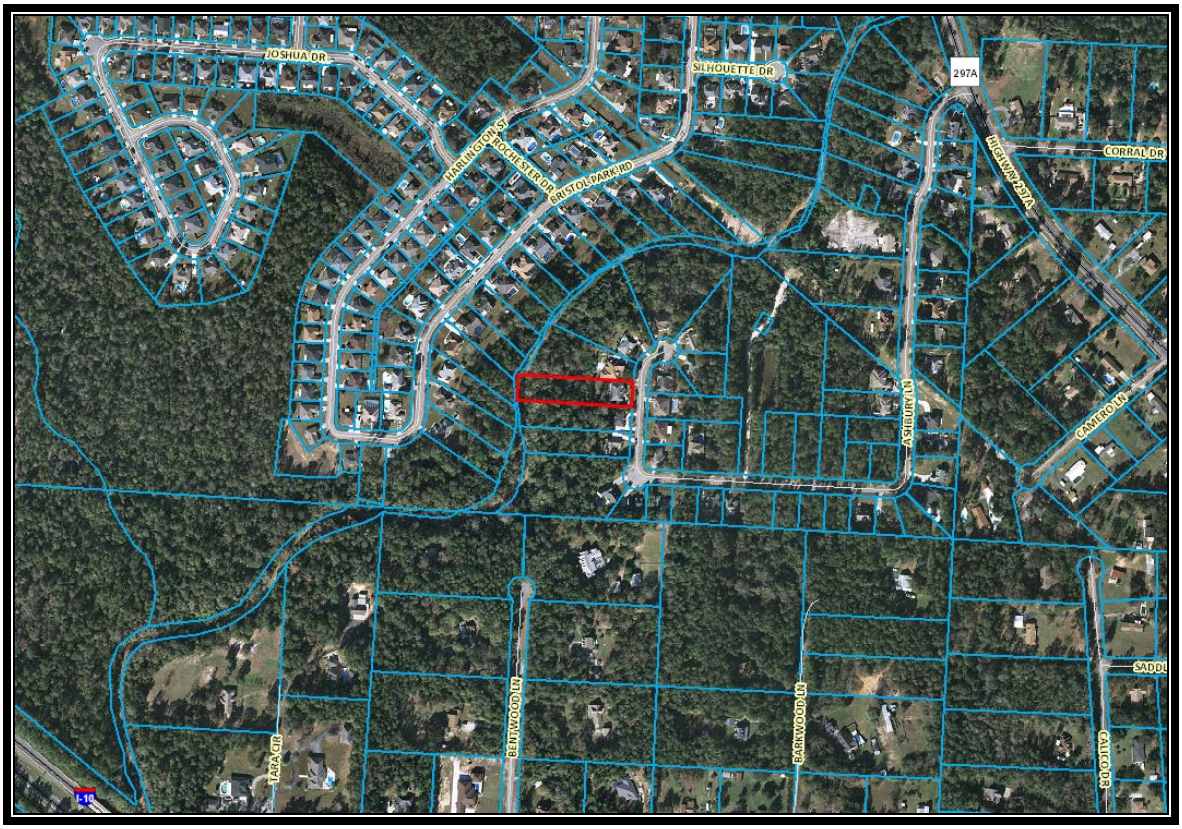
Screened porch on main floor

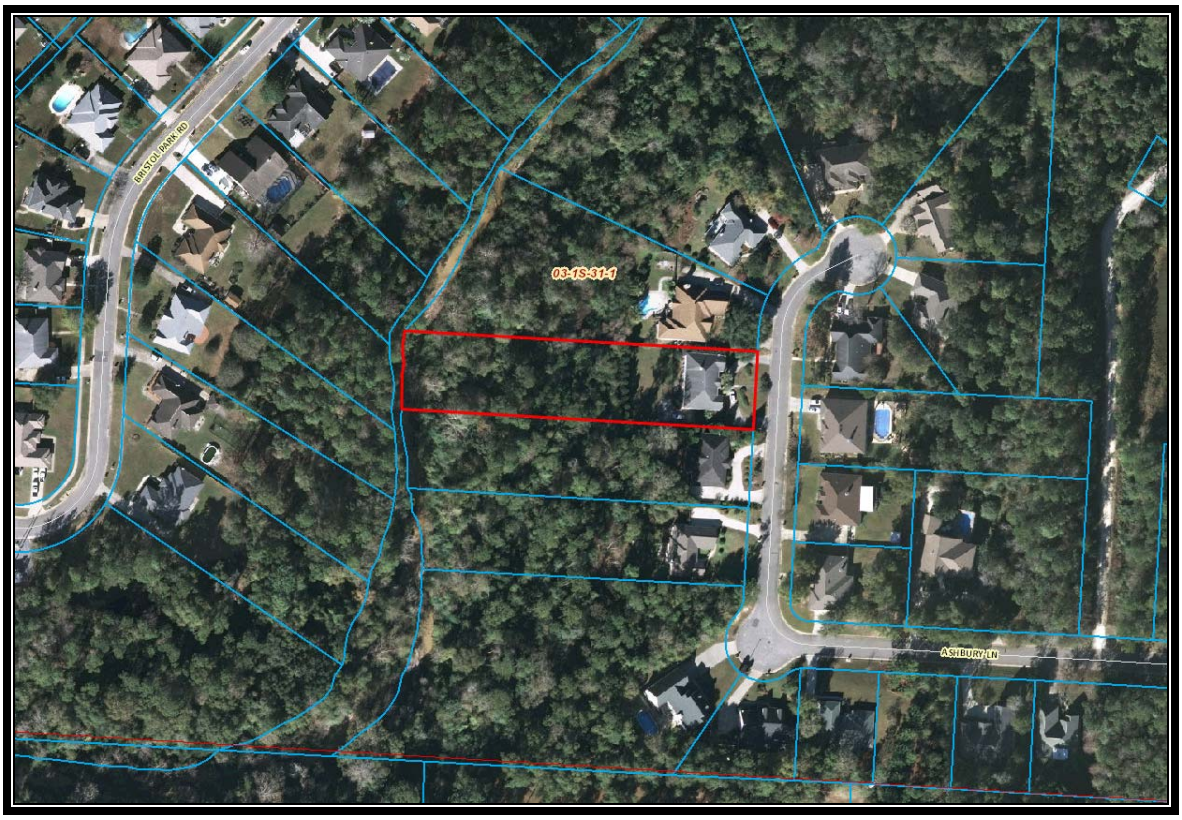
LOCATION MAP OF SUBJECT PROPERTY



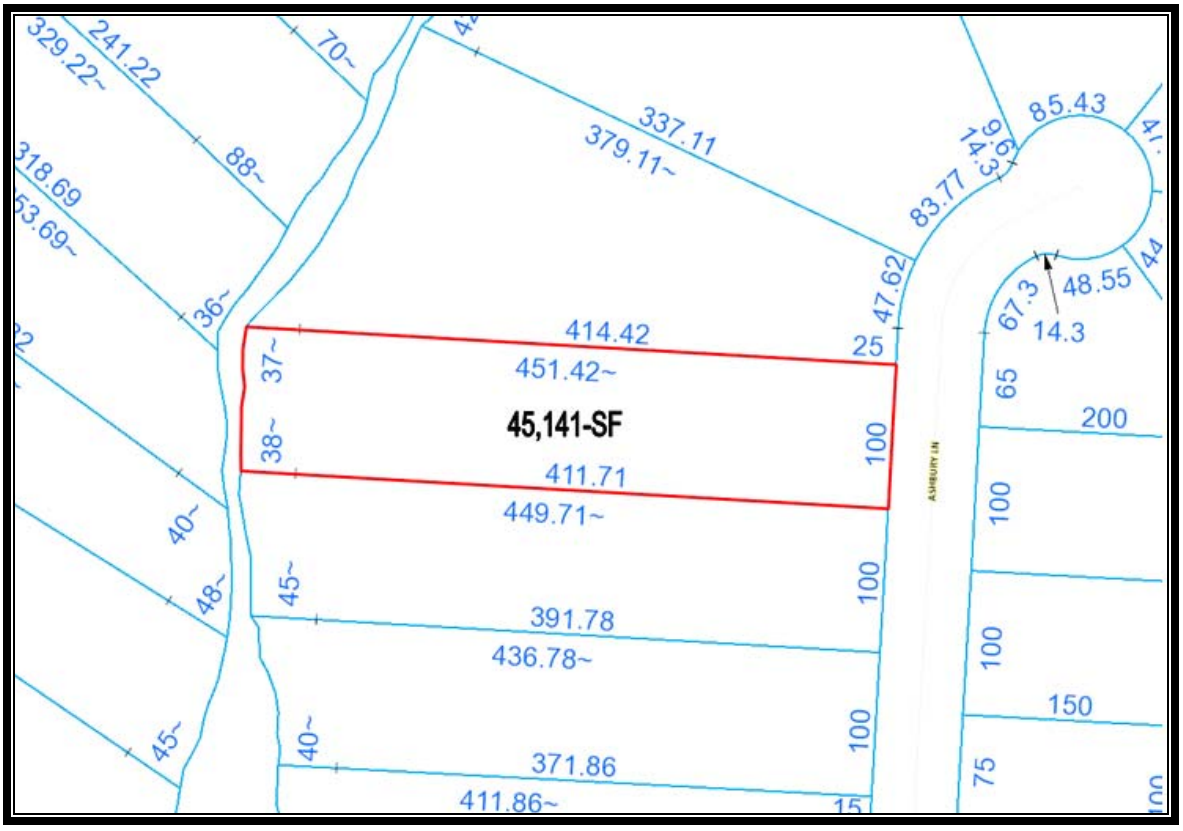


AERIAL MAP OF SUBJECT AND NEIGHBORHOOD

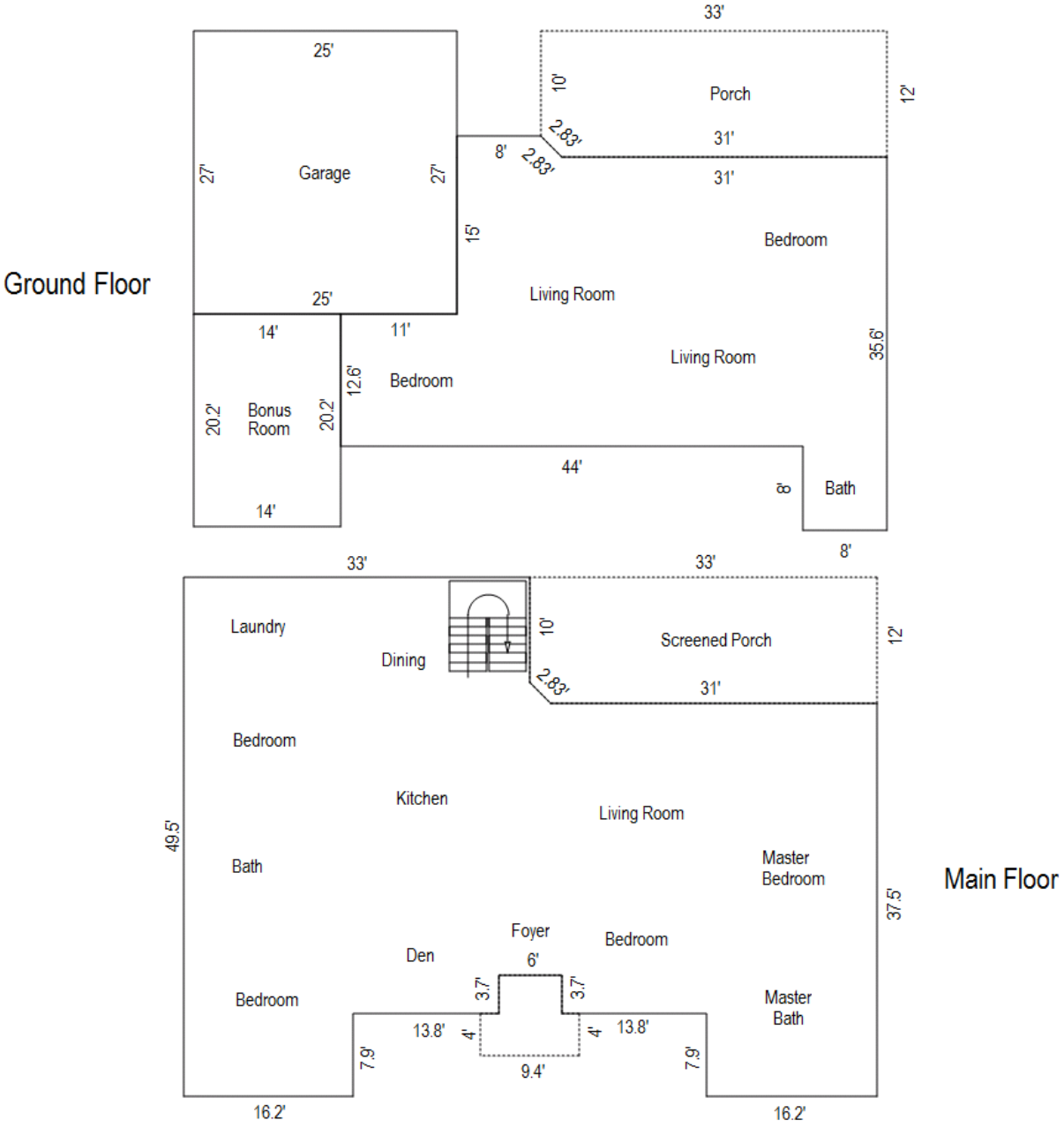




SKETCH OF SUBJECT SITE



SKETCH OF IMPROVEMENTS



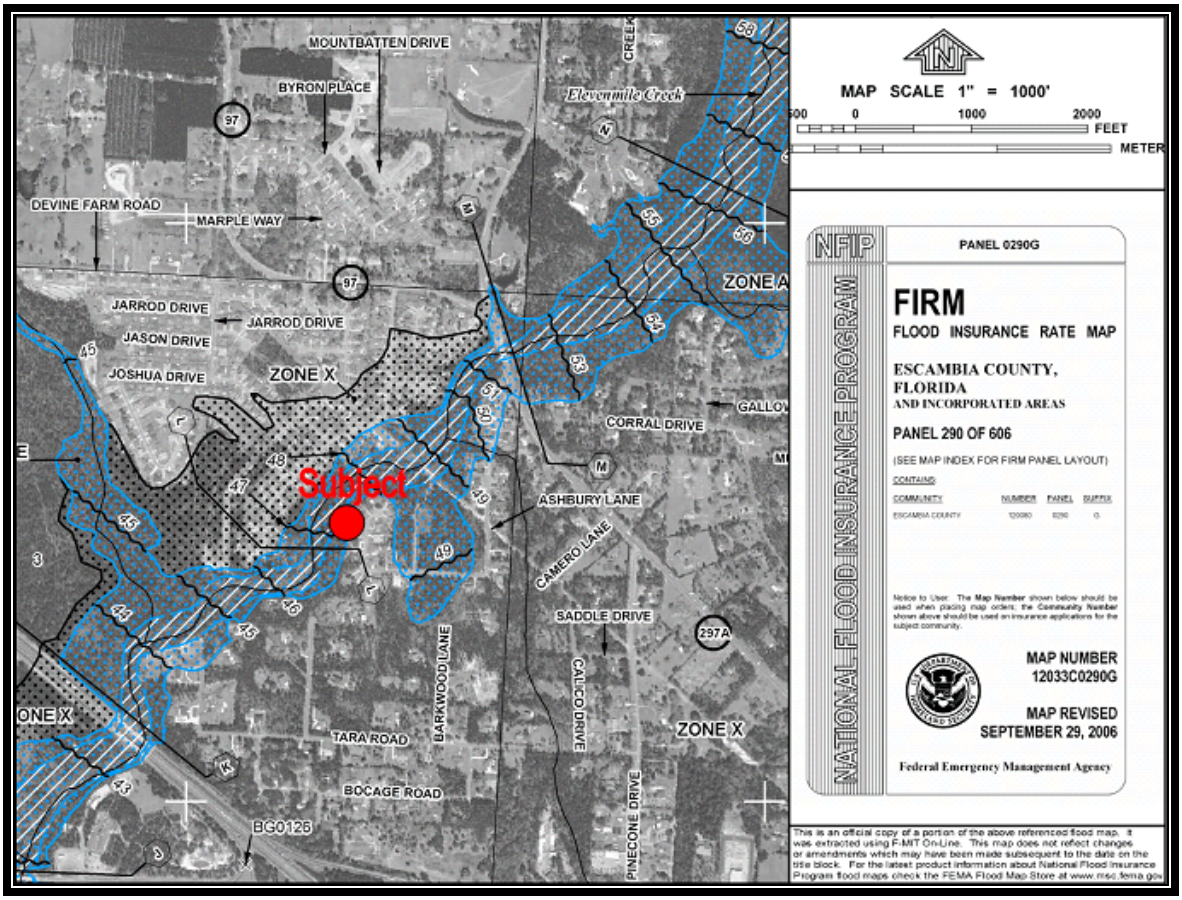
IMPROVEMENTS	
Dwelling - Main Floor	2,585 -SF
Dwelling - Ground Floor	1,352 -SF
Gross Living Area	**3,937 -SF**
Garage	675 -SF
Screened Porch	394 -SF
Covered Porch	394 -SF
Bonus Room off Garage	283 -SF

SOIL SURVEY MAP



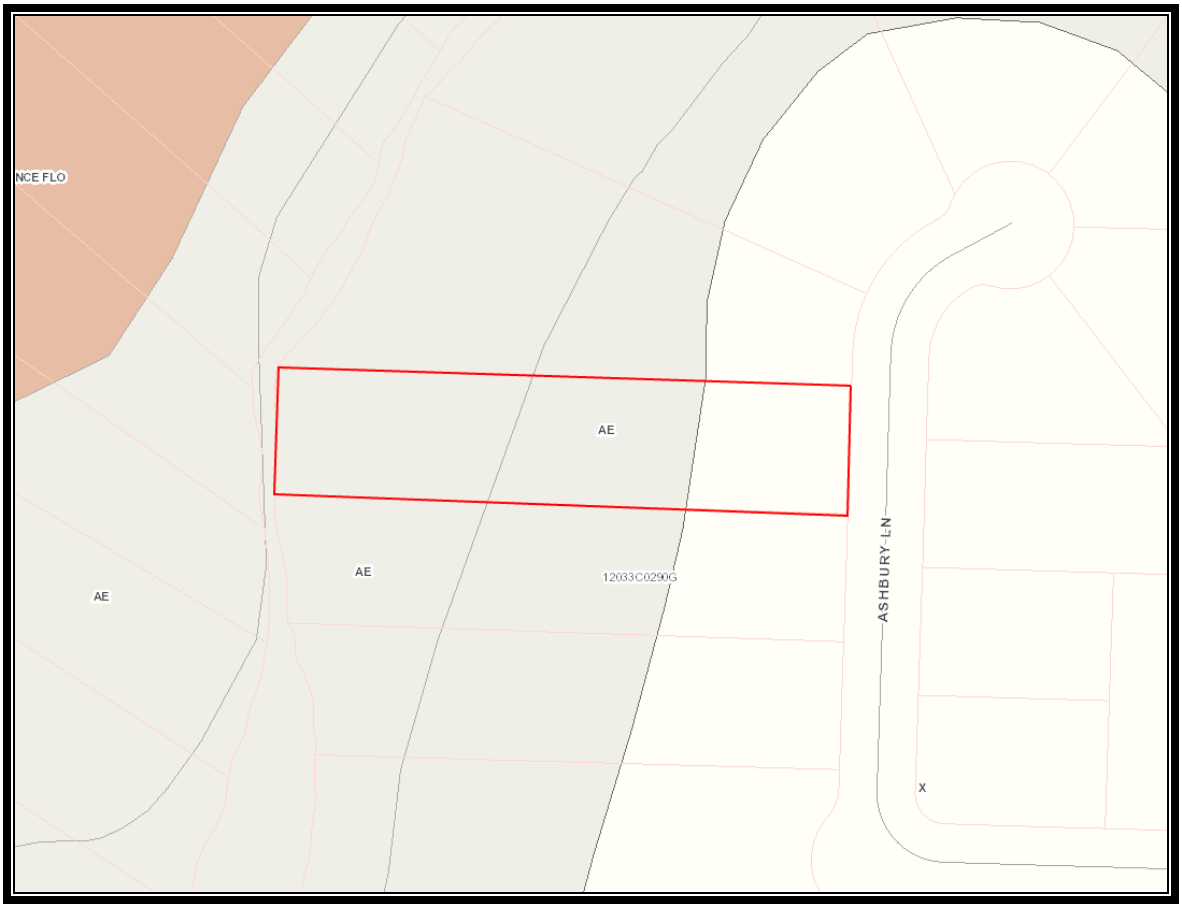
Number	Soil	Slope %	Drainage	Soil Material and Characteristics
50	Bigbee-Garcon-Fluvaquents complex, flooded	0-2	Excessive to Very Poorly Drained	This map unit consists of the excessively drained Bigbee soil; the somewhat poorly drained Garcon soil, and the very poorly drained Fluvaquents. It is on the flood plains along the Perdido River, Eight-Mile Creek, and Eleven-Mile Creek in the central and northern parts of the county. This map unit is poorly suited to cultivated crops. This map unit is suited to pine and hardwoods. This map unit is not suited to most urban and recreational uses. The flooding and wetness are severe limitations affecting most uses. Buildings can be elevated above the expected level of flooding by constructing them on pilings or on well-compacted fill.
99	Water			

FEMA FLOOD MAP OF SUBJECT PROPERTY



The subject site is contained on FEMA Map Panel 12033C0290G, dated 9/29/2006. According to the map panels, the subject property is located in an “X” and “AE” flood zone.

ESCAMBIA COUNTY FLOOD MAP OF SUBJECT PROPERTY



The grapic above is an excerpt from the Escambia County GIS indicating flood mapping for the subject (outlined in red) and the surrounding area. The Escambia County Flood Map indicates the western bulk portion of the subject property is located in a Flood Zone “AE”, while the eastern portion of the site is located in a Flood Zone “X”.

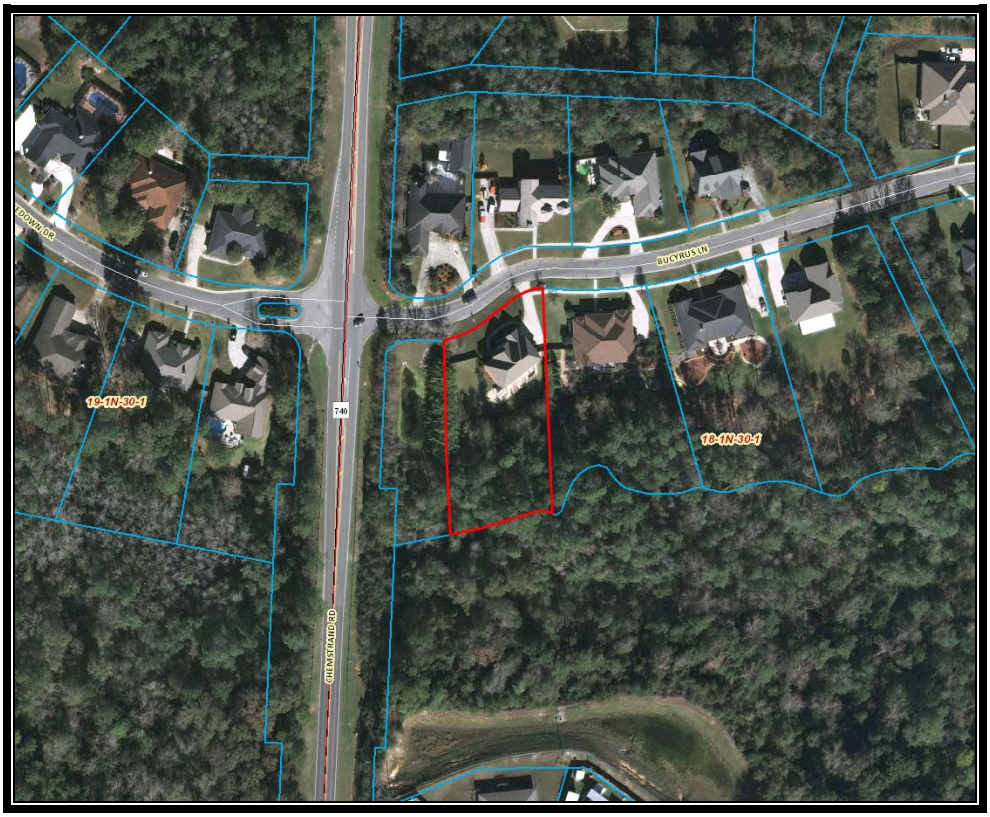
LOCATION MAP FOR SUBJECT AND IMPROVED COMPARABLES



PHOTOGRAPH OF IMPROVED COMPARABLE 1



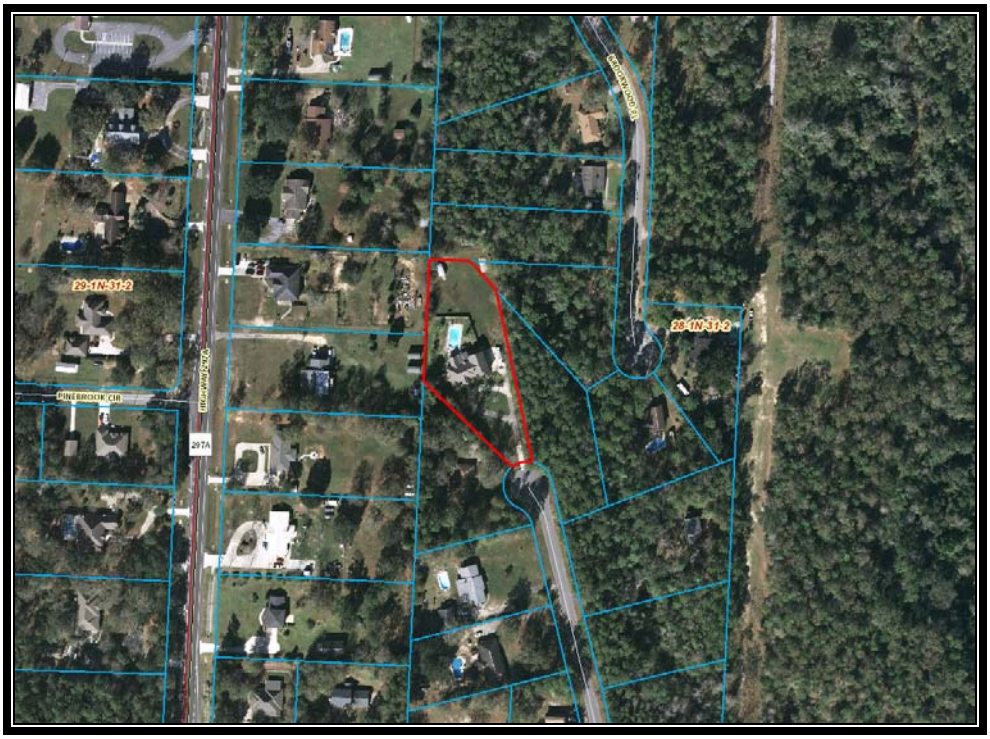
AERIAL MAP OF IMPROVED COMPARABLE 1



PHOTOGRAPH OF IMPROVED COMPARABLE 2



AERIAL MAP OF IMPROVED COMPARABLE 2



PHOTOGRAPH OF IMPROVED COMPARABLE 3



AERIAL MAP OF IMPROVED COMPARABLE 3



escpaDetail 3020 ASHBURY LN 32533

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ⊙ Account ○ Reference

Printer Friendly Version

General Information

Reference:	031S311800000030
Account:	090240060
Owners:	HUTCHINS JACOB T & HUTCHINS AMBER S
Mail:	3020 ASHBURY LN CANTONMENT, FL 32533
Situs:	3020 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$28,500	$299,942	$328,442	$276,974
2015	$28,500	$286,864	$315,364	$275,049
2014	$21,375	$195,850	$217,225	$217,225

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
06/28/2012	6883	405	$290,000	WD	View Instr
09/12/2011	6852	1822	$100	QC	View Instr
08/01/2008	6361	1266	$300,000	WD	View Instr
03/2001	4717	776	$291,000	WD	View Instr
06/1998	4277	324	$300,000	WD	View Instr
05/1997	4129	1817	$19,900	WD	View Instr
05/1997	4129	1816	$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 30 ASHBURY HILLS PB 14 P 24 OR 6883 P 405

Extra Features

None

Parcel Information — Launch Interactive Map

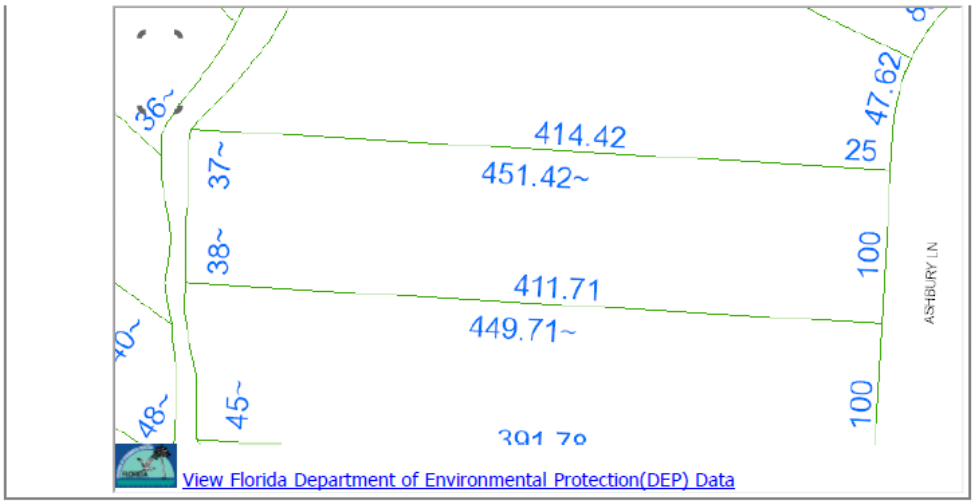
Section Map Id: 03-1S-31-1

Approx. Acreage: 1.0363

Zoned: MDR

Evacuation & Flood Information Open Report

escpaDetail 3020 ASHBURY LN 32533



Buildings

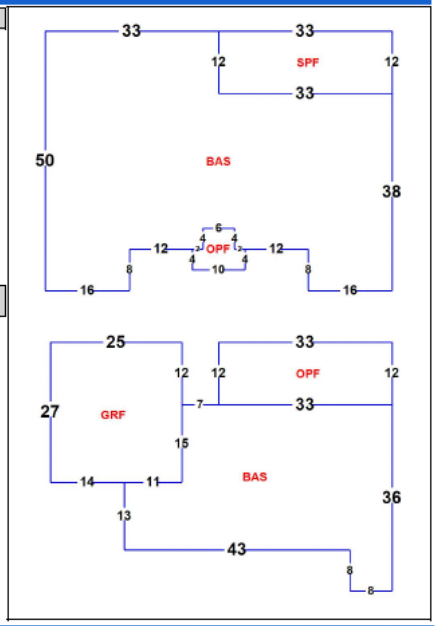
Address:3020 ASHBURY LN, Year Built: 1998, Effective Year: 1998

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SPLIT LVL PLTFM*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-DECORAT*
NO. PLUMBING FIXTURES-*11*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP HI PTC*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 5466 Total SF

BASE AREA - *3935*
GARAGE FIN - *675*
OPEN PORCH FIN - *460*
SCRN PORCH FIN - *396*



Images



2/26/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

http://www.escpa.org/CAMA/Detail_a.aspx?s=031S311800000030[11/16/2016 11:26:59 AM]

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0240-060	239	SEE BELOW	06	031S311800000030

2016 Property Taxes

3020 ASHBURY LN

OFFICE (850) 438-6500 Ext. 3252

HUTCHINS JACOB T &
HUTCHINS AMBER S
3020 ASHBURY LN
CANTONMENT, FL 32533

ESCROW PAYMENT PENDING

LT 30 ASHBURY HILLS PB 14 P 24 OR 6883 P 405

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	276,974	50,000	226,974	1,501.77
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	276,974	25,000	251,974	556.86
BY STATE LAW	4.6660	276,974	25,000	251,974	1,175.71
WATER MANAGEMENT	0.0366	276,974	50,000	226,974	8.31
SHERIFF	0.6850	276,974	50,000	226,974	155.48
M.S.T.U. LIBRARY	0.3590	276,974	50,000	226,974	81.48
TOTAL MILLAGE	14.5731			AD VALOREM TAXES	$3,479.61

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960		125.33
NON-AD VALOREM ASSESSMENTS			$125.33

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS $3,604.94 — PAY ONE AMOUNT — See reverse side for important information

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	3,460.74	3,496.79	3,532.84	3,568.89	3,604.94

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0240-060	239	SEE ABOVE	06	031S311800000030

2016 Property Taxes

3020 ASHBURY LN

HUTCHINS JACOB T &
HUTCHINS AMBER S
3020 ASHBURY LN
CANTONMENT, FL 32533

ESCROW PAYMENT PENDING

LT 30 ASHBURY HILLS PB 14 P 24 OR 6883 P 405

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	3,460.74	3,496.79	3,532.84	3,568.89	3,604.94

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

1 090240060 2016 8

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Wallace - 3022 Ashbury Lane







Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	031S311800000029
Account:	090240058
Owners:	WALLACE RODNEY P & CATHERINE E
Mail:	3022 ASHBURY LN CANTONMENT, FL 32533
Situs:	3022 ASHBURY LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$28,500	$151,099	$179,599	$154,434
2015	$28,500	$142,887	$171,387	$153,361
2014	$28,500	$135,840	$164,340	$152,144

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2002	5018	468	$100	WD	View Instr
06/1998	4278	187	$100	WD	View Instr
02/1994	3527	801	$13,000	WD	View Instr
03/1992	3331	155	$10,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION,SENIOR EXEMPTION

Legal Description
LT 29 ASHBURY HILLS PB 14 P 24 OR 5018 P 468

Extra Features
None

Parcel Information

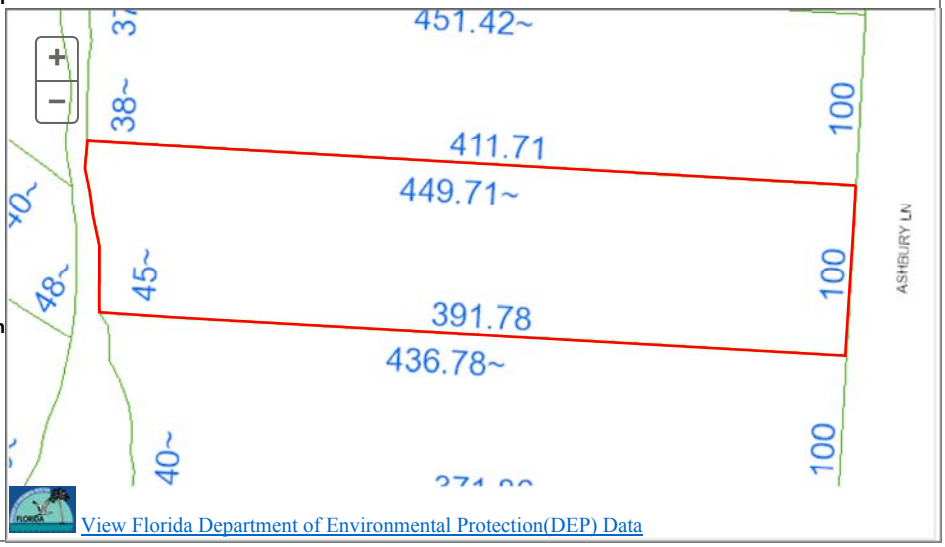
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
1.0168

Zoned:
MDR

Evacuation & Flood Information
Open Report



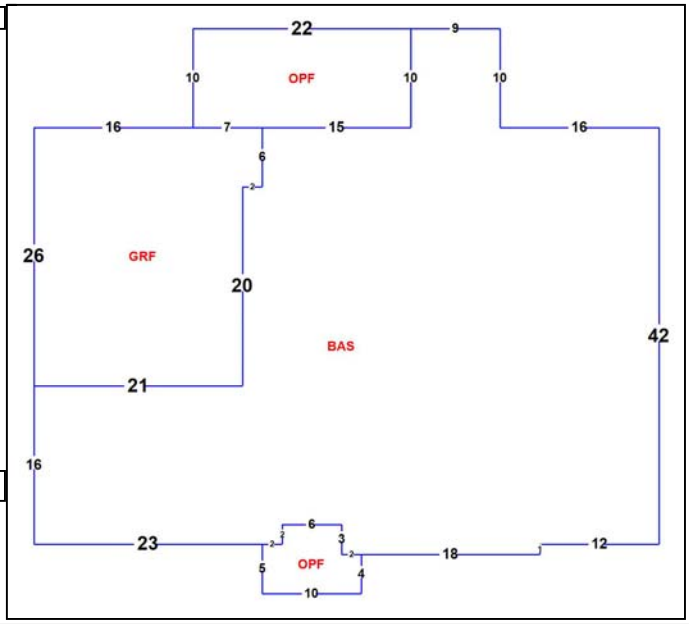
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:3022 ASHBURY LN, Year Built: 2003, Effective Year: 2003

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-DECORAT*
NO. PLUMBING FIXTURES-*10*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3024 Total SF

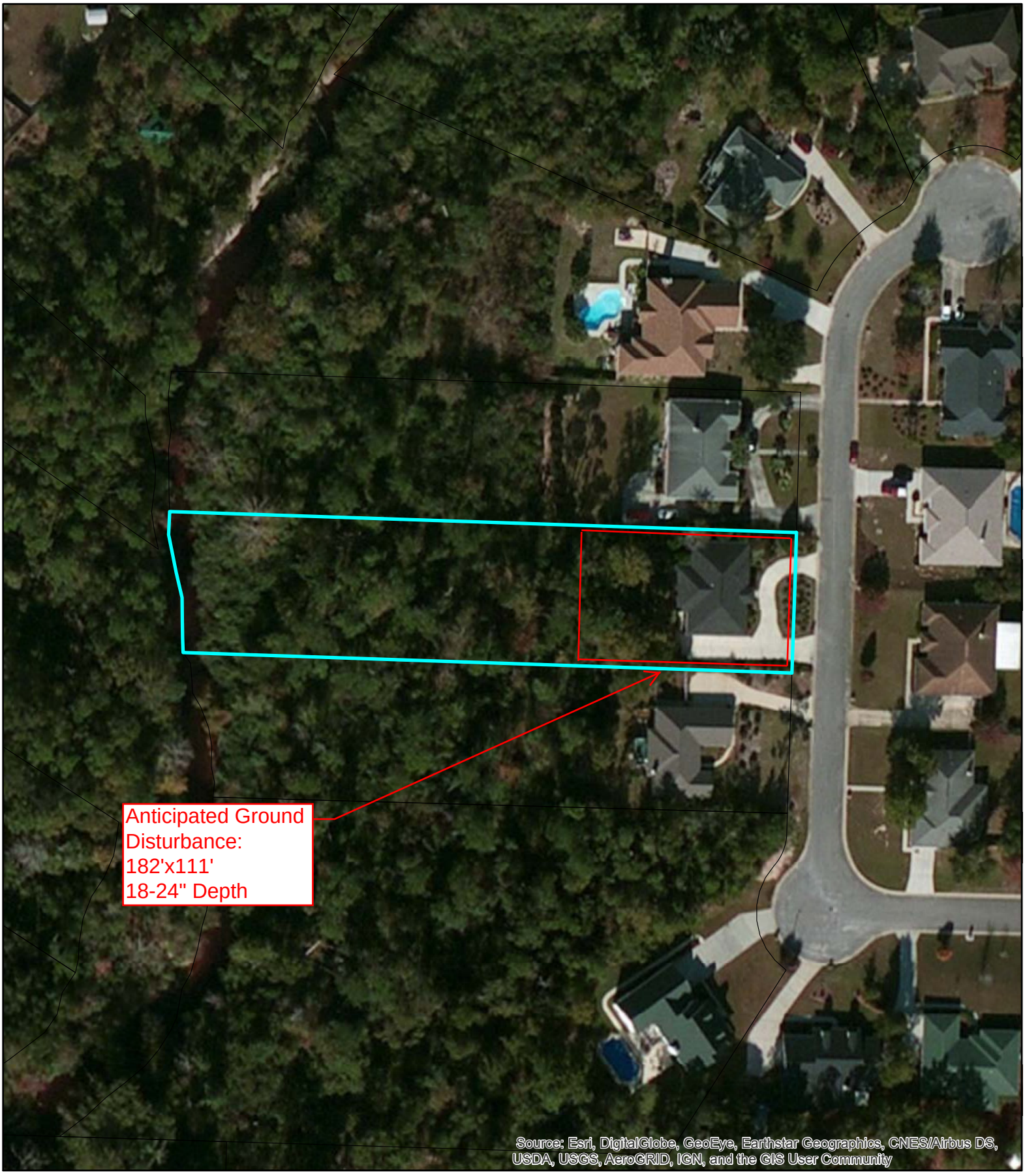
BASE AREA - *2186*
GARAGE FIN - *558*
OPEN PORCH FIN - *280*

Images



4/15/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP APPLICATION DR-4280
Parcel Identification and Ground Disturbance Map
Wallace Parcel
3022 Ashbury Drive

N

20 10 0 20 Meters

Bristol Park [redacted] 452

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Rodney P. & Catherine E. Wallace
Address of property adjoining 11-Mile Creek: 3022 Ashbury Lane
Cantonment, FL 32533
Phone Number(s): 484-2715
Email address (optional): RodneyPWallace@hotmail.com
How many years have you lived at this location? 13 1/2 Yrs.

1. Are you current owner of the property? Yes: ☑ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☐ Home flooding: Depth of flooding: ____ feet ____ inches
   - ☑ Severe yard flooding of extended duration: Depth of flooding: 15 feet ____ inches
   - ☑ Severe street flooding of extended duration: Depth of flooding: 15 feet ____ inches
   - ☐ Other: (NOT IN FRONT OF OUR HOUSE BUT UP THE STREET ALWAYS THE ROAD GOES UNDER WATER IN ANY BIG RAIN EVENT — PREVENTING US FROM GETTING OUT AND EMS/FIRE VEHICLES FROM GETTING TO US). Depth of flooding: ____ feet ____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐ (AS LONG AS IT DOES NOT RESULT IN SPECIAL ASSESSMENTS AGAINST US)

4. Are you will to sale the County you property to prevent future flooding: Yes: ☐ No: ☑ (EXCEPT FOR →)

5. Are you willing to grant an easement (i.e., SELL) of the wetland portion of your property to prevent future flooding of the area? (UP TO 100 FT. – OR N 10,000 SF) Yes: ☑ No: ☐ (FOR A MUTUALLY AGREEABLE SALE PRICE)

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No N/A

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ N/A.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? NO
If so, how much ICC funds have you received? N/A
Do you plan on receiving ICC payment? NO
If so, how much ICC funds do you plan on receiving? N/A

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: N/A

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: N/A

Owner Name: Rodney P. and Catherine E. Wallace

Property Address: 3022 Ashbury Lane Cantonment, FL 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Rodney P. Wallace
Signed

Catherine E. Wallace
Signed

Date 2/6/17

Date 2/6/17

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 3022 ASHBURY LANE
CANTONMENT, FL 32533

Owner(s) Mailing Address: SAME

Owner(s) Name(s): RODNEY P. WALLACE
& CATHERINE E. WALLACE

Contact Telephone Number: 484-2715

Contact Email Address: RodneyPWallace@hotmail.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Rodney P. Wallace
Owner's Signature

2/6/17
Date

Catherine E. Wallace
Owner's Signature

2/6/17
Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Rodney P. Wallace	Rodney P. Wallace	3/26/49	2/6/17
INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
3022 Ashbury Lane	Cantonment	FL	32533

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 3022 Ashbury Lane

Structure Data Summary			
Community			Escambia County
Address			3022 Ashbury Lane
Owner Name			Wallace
Total Square Footage			3024
Living Square Footage			2186
Year Built			2003
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$179,599.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$224,498.75
Independent Appraised Value or Average Value of Independent Appraisals			$218,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$14,575.68
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	899.00	SY	$4,162.37
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	8.09	1000 SF	$3,835.13
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$31,819.18
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$27,319.95**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$546.40
Final Total Pre and Post-Construction Cost			**$691.80**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$4.84
Property Tax (to be prorated)			$1,378.68
Recording Fees			$50.00
Final Closing Costs			**$2,233.52**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$259,895.27**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

AI Reports™
Form 100.04

Client File #:		Appraisal File #:	RL16068X-E

Summary Appraisal Report • Residential

Appraisal Company: Fruitticher-Lowery Appraisal Group, Inc.		
Address: 3000 Langley Ave, Suite 402, Pensacola, FL 32504		
Phone: (850) 477-0419	Fax:	Website:

Appraiser: Rodger K. Lowery, MAI	Co-Appraiser:
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA	AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate	AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation:	Other Professional Affiliation:
E-mail: rlowery@Flag1.Net	E-mail:

Client: Escambia County Contact: Ms. Stacey Ward

Address: 3363 West Park Place, Pensacola, Fl 32505

Phone: Fax: E-mail:

SUBJECT PROPERTY IDENTIFICATION

Address: 3022 Ashbury Ln

City: Cantonment County: Escambia State: FL ZIP: 32533

Legal Description: Lot 29, Ashbury Hills S/D

Tax Parcel #: 03-1S-31-1800-000-029 RE Taxes: 1,425.72 Tax Year: 2016

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: Rodney P. Catherine E. Wallace

Description and analysis of sales within 3 years (minimum) prior to effective date of value: No sales noted in three years prior to inspection.

Description and analysis of agreements of sale (contracts), listings, and options: None noted.

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach	$ 218,000
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 given all weight in the final value reconciliation in reconciling the subject value at $218,000 as of August 15, 2016.

Opinion of Value as of: 8/15/2016	**$ 218,000**

Exposure Time: 3 to 6 Months

The above opinion is subject to: ☐ Hypothetical Conditions and/or ☐ Extraordinary Assumptions cited on the following page.

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

ASSIGNMENT PARAMETERS

Intended User(s): Escambia County

Intended Use: Establish market value for acquisition purposes.

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Market Value **Effective Date of Value:** 8/15/2016

Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other

Hypothetical Conditions: **(A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.)**

Extraordinary Assumptions: **(An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.)**

In accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice (USPAP), this is a summary appraisal report.

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized

Appraiser

Property Inspection: ☒ Yes ☐ No

Date of Inspection: 8/15/2016

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Inspected subject property and neighborhood, measured house, researched MLS and public records.

Co-Appraiser

Property Inspection: ☐ Yes ☐ No

Date of Inspection:

Describe scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:

Approaches to Value Developed

Cost Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Sales Comparison Approach:

☒ Is necessary for credible results and is developed in this analysis
☐ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Income Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: I researched improved sales in the subject's neighborhood for use in comparison purposes with the subject. The comparable sales were adjusted to reflect a value range for the subject property.

Significant Real Property Appraisal Assistance: ☒ None ☐ Disclose Name(s) and contribution:

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

MARKET AREA ANALYSIS

Location	Built Up	Growth	Supply & Demand	Value Trend	Typical Marketing Time
☐ Urban	☐ Under 25%	☐ Rapid	☐ Shortage	☐ Increasing	☐ Under 3 Months
☒ Suburban	☒ 25-75%	☒ Stable	☒ In Balance	☒ Stable	☒ 3-6 Months
☐ Rural	☐ Over 75%	☐ Slow	☐ Over Supply	☐ Decreasing	☐ Over 6 Months

Neighborhood Single Family Profile

Price		Age
20	Low	New
680	High	45
190	Predominant	20

Neighborhood Land Use

1 Family	40%	Commercial	20%
Condo	0%	Vacant	30%
Multifamily	10%		%

Neighborhood Name: Pine Forest

PUD ☐ Condo ☐ HOA: $ /

Amenities:

Market area description and characteristics: The subject neighborhood is the Pine Forest area with northern boundary of Kingsfield Road, southern boundary being Interstate 10, Highway 29 to the East and I-10 to the West. The expansion of the Navy Federal Credit Union campus and plans for 10,000 employees by 2020 has increased the demand for the area. New growth is occurring west of Navy Federal and prices within the subject's neighborhood are trending upward. There were 387 detached single-family homes sold since January 2015 or about 18 per month with prices ranging from $19,500 to $680,000. There are currently 75 homes listed for sale on MLS with prices ranging from $47,000 to $825,000.

SITE ANALYSIS

Dimensions: 100' x 411.71' x 100' x 391.76	Area: 1.0168 Acres
View: Interior Residential	Shape: Rectangular
Drainage: Appears adequate	Utility: Good

Site Similarity/Conformity To Neighborhood

Size:	View:
☐ Smaller than Typical	☐ Favorable
☒ Typical	☒ Typical
☐ Larger than Typical	☐ Less than Favorable

Zoning/Deed Restriction

Zoning: MDR, Medium Density Residential

☒ Legal ☐ No zoning

☐ Legal, non-conforming

☐ Illegal

Covenants, Condition & Restrictions ☐ Yes ☐ No ☒ Unknown

Documents Reviewed ☐ Yes ☒ No

Ground Rent $ /

Utilities

Electric	☒ Public	☐ Other	
Gas	☒ Public	☐ Other	
Water	☒ Public	☐ Other	
Sewer	☒ Public	☐ Other	

Off Site Improvements

Street	☒ Public	☐ Private	
Alley	☐ Public	☐ Private	
Sidewalk	☐ Public	☐ Private	
Street Lights	☐ Public	☐ Private	

Site description and characteristics: The subject site contains approximately 44,292 square feet of land with 100 feet of frontage along Ashbury Lane. The property slopes down from the road, with the residence at the upper end of the slope.

HIGHEST AND BEST USE ANALYSIS

☒ Present Use ☐ Proposed Use ☐ Other

Summary of highest and best use analysis: The highest and best use as vacant and as improved is single-family residential.

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

IMPROVEMENTS ANALYSIS

General	Design: Contemporary	No. of Units: 1	No. of Stories: 1	Actual Age: 13	Effective Age: 8
☒ Existing ☐ Under Construction ☐ Proposed		☐ Attached	☒ Detached	☐ Manufactured	☐ Modular
Other:					

Exterior Elements	Roofing: Composite Shingle	Siding: Brick Veneer	Windows: Double Pane
☐ Patio	☐ Deck	☒ Porch Screened	☐ Pool	☐ Fence
Other: Covered Entry			

Interior Elements	Flooring: Wood/Tile/Cpt/Gd	Walls: Painted DW/WP/Good	☒ Fireplace # 1/Elec.
Kitchen: ☒ Refrigerator ☒ Range ☒ Oven ☒ Fan/Hood ☒ Microwave ☒ Dishwasher		Countertops: Corian-Average	
Other:			

Foundation	☐ Crawl Space	☒ Slab Concrete	☐ Basement
Other:			

Attic	☐ None ☐ Scuttle	☒ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Central	Fuel: Electric	Air Conditioning: Central	
Car Storage	☒ Driveway 4-Car	☒ Garage 2 Car	☐ Carport	☐ Finished
Other Elements	Screened Porch, Good Landscaping, Covered Entry			

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1	1	1				4	3	1		2,158
Level 2											

Finished area above grade contains: Bedroom(s): 4 Bath(s): 3 GLA: 2,158

Summarize Above Grade Improvements: The improvements are a good quality one-story residence with a functional floor plan. The property is owner-occupied.

Below Grade Area or Other Area

	Living	Dining	Kitchen	Den	Family	Rec.	Bdrms	# Baths	Utility	% Finished	Area Sq. Ft.
Below Grade											
Other Area											

Summarize below grade and/or other area improvements:

Discuss physical depreciation and functional or external obsolescence: The subject reflects an actual age of 13 years with an effective age of 8 years and a remaining economic life of 52 years. Overall, the physical depreciation appears to be limited to the age/life method of depreciation with no noticeable deferred maintenance noted. No external or functional obsolescence was noted.

Discuss style, quality, condition, size, and value of improvements including conformity to market area: The improvements are a good quality single-family residence that appears to be in good condition. The size and location of the property conform well to the neighborhood.

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

SITE VALUATION

Site Valuation Methodology

☐ **Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

☐ **Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.

☐ **Alternative Method:** (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	3022 Ashbury Ln Cantonment, FL 32533						
Proximity to Subject							
Data Source/ Verification							
Sales Price	$		$		$		$
Price / Acre	$		$		$		$
Sale Date							
Location							
Site Size	1.0168 Acres						
Site View	Interior Residentia						
Site Improvements							
Net Adjustment		☐ + ☐ -	$	☐ + ☐ -	$	☐ + ☐ -	$
Indicated Value		Net Adj. % Gross Adj. %	$	Net Adj. % Gross Adj. %	$	Net Adj. % Gross Adj. %	$
Prior Transfer History							

Site Valuation Comments:

Site Valuation Reconciliation:

Opinion of Site Value	$

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

COST APPROACH

Cost Approach Definitions

☐ **Reproduction Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship, and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building.

☐ **Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design and layout.

Cost Approach Analysis

Estimated Cost New			
Above Grade Living Area	2,158	Sq. Ft @ $	= $
Finished Below Grade Area		Sq. Ft @ $	= $
Unfinished Below Grade Area		Sq. Ft @ $	= $
Other Area		Sq. Ft @ $	= $
Car Storage		Sq. Ft @ $	= $
			$
			$
			$
Total Estimated Cost New			$
Less Depreciation			
Physical	13.33	% = $	
Functional		% = $	
External		% = $	
Total Depreciation		$	
Depreciated Value of Improvements			$
Contributory Value of Site Improvements			$
			$
			$
			$
Opinion of Site Value			$
Indicated Value			$

Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):

Cost Approach Reconciliation:

Indication of Value by Cost Approach	$ N/A

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

INCOME APPROACH

Market Rent Analysis

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	3022 Ashbury Ln Cantonment, FL 32533			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	$	$	$	$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		$	$	$
Location	Ashbury Hills			
Site/View				
Quality of Construction	Good			
Age	13			
Condition	Good			
Above Grade Bedrooms	Bedrooms 4	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 3	Baths	Baths	Baths
Gross Living Area	2,158 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	Central Electric			
Car Storage				
Net Adjustment		☐+ ☐- $	☐+ ☐- $	☐+ ☐- $
Indicated Market Rent		Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $	Net Adj. % Gross Adj. % $

Rent comparable analysis and reconciliation of market rent of subject property:

Opinion of Market Rent $

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

Comment and reconciliation of the gross rent multiplier (GRM):

Opinion of Market Rent: $ _____ x _____ GRM = $

Indication of Value by Income Approach $ N/A

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	3022 Ashbury Ln Cantonment, FL 32533	3207 Cromwell Ct Cantonment, FL 32533		9940 Bristol Park Rd Cantonment, FL 32533		9786 Harlington St Cantonment, FL 32533	
Proximity to Subject		0.69 miles N		0.17 miles W		0.18 miles NW	
Data Source/ Verification		MLS #497827		MLS #493048		MLS #492476	
Original List Price	$		$ 244,850		$ 173,000		$ 199,900
Final List Price	$		$ 244,850		$ 173,000		$ 199,900
Sale Price	$		$ 244,850		$ 168,000		$ 187,500
Sale Price % of Original List	%		100.0 %		97.1 %		93.8 %
Sale Price % of Final List	%		100.0 %		97.1 %		93.8 %
Closing Date		6/15/2016		4/14/2016		3/24/2016	
Days On Market		58		94		74	
Price/Gross Living Area	$	$ 112.06		$ 92.56		$ 88.19	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type	Cash or Equiv	Cash		Conv.		Cash	
Concessions	None	None noted.		None noted.		None noted.	
Contract Date	N/A	6/4/2016		3/14/2016		3/5/2016	
Location	Ashbury Hills	Glenmoor Trail		Bristol Park		Bristol Creek	+7,500
Site Size	1.0168 Acres	0.67 Acres		.2 Acres	+20,000	.24 Acres	+20,000
Site Views/Appeal	Residential/Avg.	Residential/Avg.		Residential/Avg.		Residential/Avg.	
Design and Appeal	Contemp./Gd.	Ranch/Good		Contemp./Gd.		Contemp./Gd.	
Quality of Construction	Good	Good		Good		Good	
Age	13	15		9		10	
Condition	Good	Good		Good		Average	
Above Grade Bedrooms	Bedrooms 4	Bedrooms 4		Bedrooms 4		Bedrooms 4	
Above Grade Baths	Baths 3	Baths 3		Baths 2	+3,000	Baths 2	+3,000
Gross Living Area	2,158 Sq.Ft.	2,185 Sq.Ft.		1,815 Sq.Ft.	+22,000	2,126 Sq.Ft.	
Below Grade Area	N/A	N/A		N/A		N/A	
Below Grade Finish							
Other Area	N/A	N/A		N/A		N/A	
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	Central Electric	Central Electric		Central Electric		Central Electric	
Car Storage	2 Car	2-Car		2-Car		2-Car	
Porch	Screened	Screened Pool	-25,000	Patio	+3,500	Screened Porch	
Fireplace	1	1		1		1	
Net Adjustment (total)		☐+ ☒-	$ -25,000	☒+ ☐-	$ 48,500	☒+ ☐-	$ 30,500
		Net Adj. 10.2%		Net Adj. 28.9%		Net Adj. 16.3%	
Adjusted Sale Price		Gross Adj. 10.2%	$ 219,850	Gross Adj. 28.9%	$ 216,500	Gross Adj. 16.3%	$ 218,000
Prior Transfer History	None noted three years prior.	None noted three years prior.		Foreclosure 2015.		None noted three years prior.	

Comments and reconciliation of the sales comparison approach: The three sales were the best comparables for this analysis. The sales reflected an unadjusted price range from $168,000 to $244,850. An upward adjustment was applied to sale three for prior flood stigma of $7,500. An upward site size adjustment of $20,000 was applied to sales two and three for the much smaller lots. An upward adjustment of $3,000 was applied to sales two and three for the lack of a third bathroom. An upward size adjustment of $22,000 or $65/SF was applied to sale two for its smaller size. A downward adjustment of $25,000 was applied to sale one for the screened pool and an upward adjustment of $3,500 was applied to sale two for the lack of a screened porch. Once the sales are adjusted, a narrow range of $216,500 to $219,850 is reflected. Based upon the adjusted sales, I reconcile the subject's value via the sales comparison approach at $218,000.

Indication of Value by Sales Comparison Approach	$ 218,000

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ **Market Value Definition (below)** ☐ **Alternate Value Definition (attached)**

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 5th ed., Appraisal Institute

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Client:	Escambia County	Client File #:	
Subject Property:	3022 Ashbury Ln, Cantonment, FL 32533	Appraisal File #:	RL16068X-E

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

  ☒ None ☐ Name(s)

  As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

  Property inspected by Appraiser ☒ Yes ☐ No

  Property inspected by Co-Appraiser ☐ Yes ☐ No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: ☒ None ☐ Specify services provided:

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

▪ I am a Designated Member of the Appraisal Institute. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.	▪

APPRAISER:	CO-APPRAISER:
Signature	Signature
Name Rodger K. Lowery, MAI	Name
Report Date 09/22/2016	Report Date
Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☒	Trainee ☐ Licensed ☐ Certified Residential ☐ Certified General ☐
License # Cert Gen RZ#1922 State FL	License # State
Expiration Date 11/30/2016	Expiration Date

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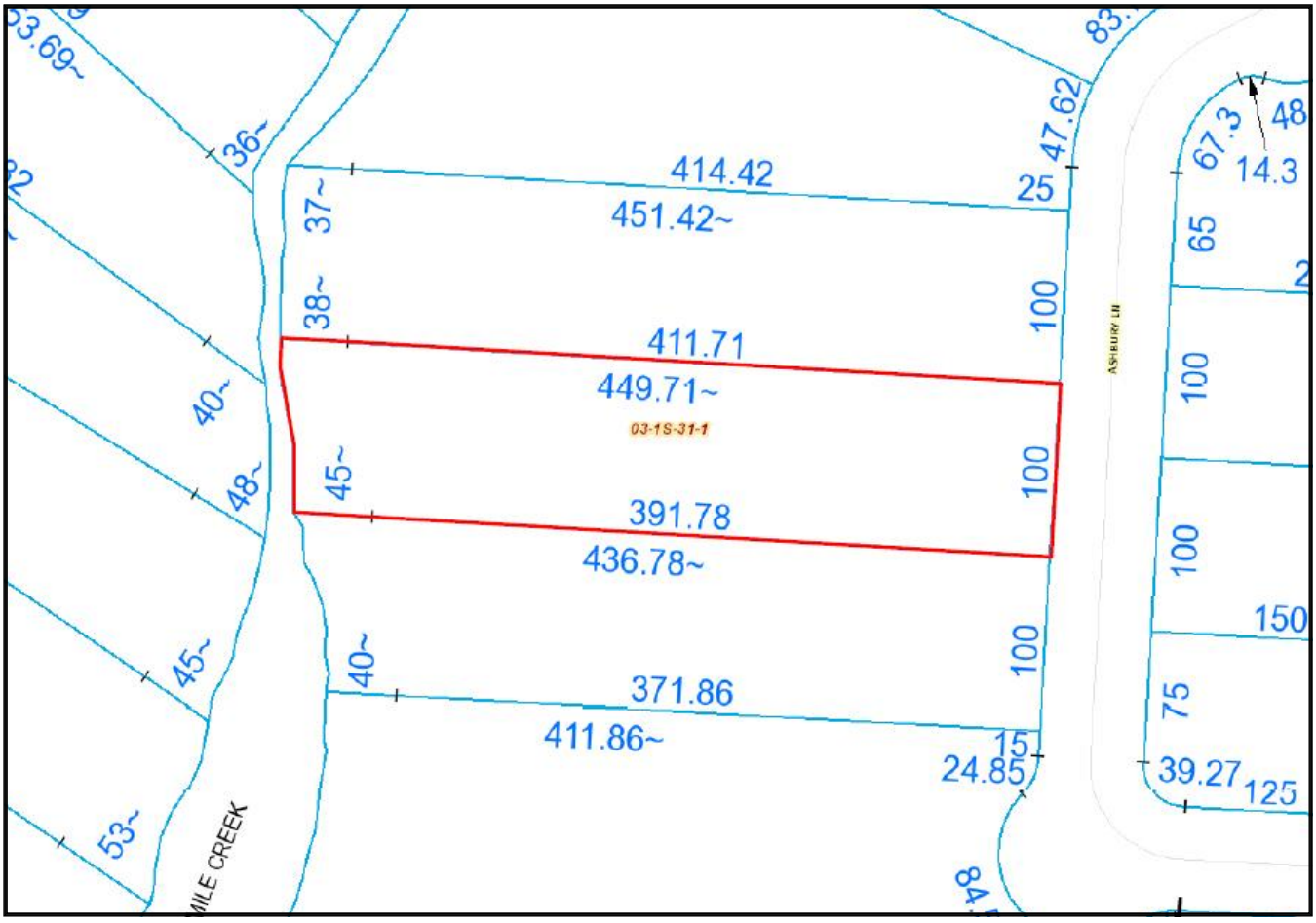
Site Map

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code	**32533**
Lender	**Escambia County**				



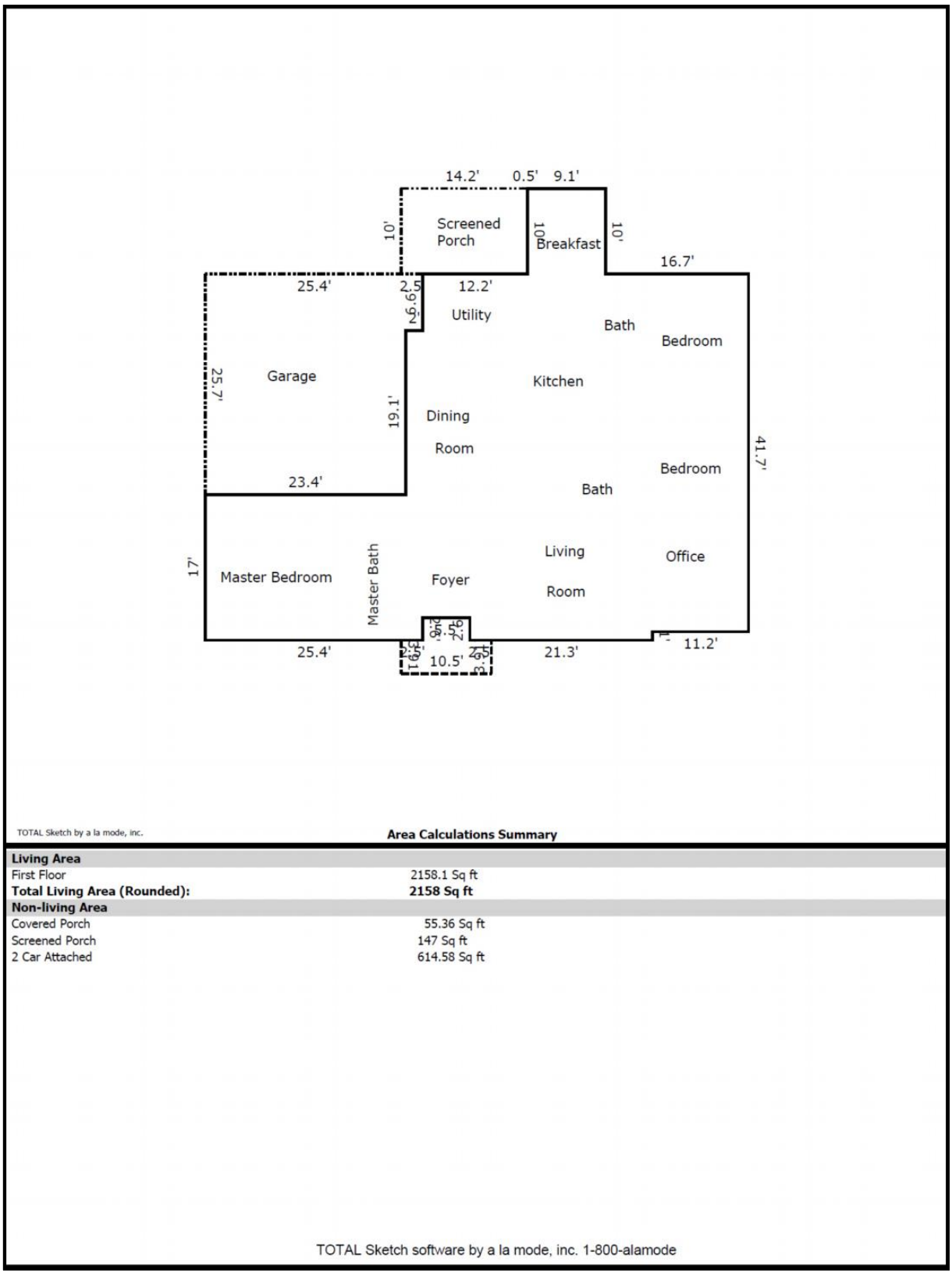
Flood Map

Borrower/Client							
Property Address	**3022 Ashbury Ln**						
City	**Cantonment**	County	**Escambia**	State	**FL**	Zip Code	**32533**
Lender	**Escambia County**						



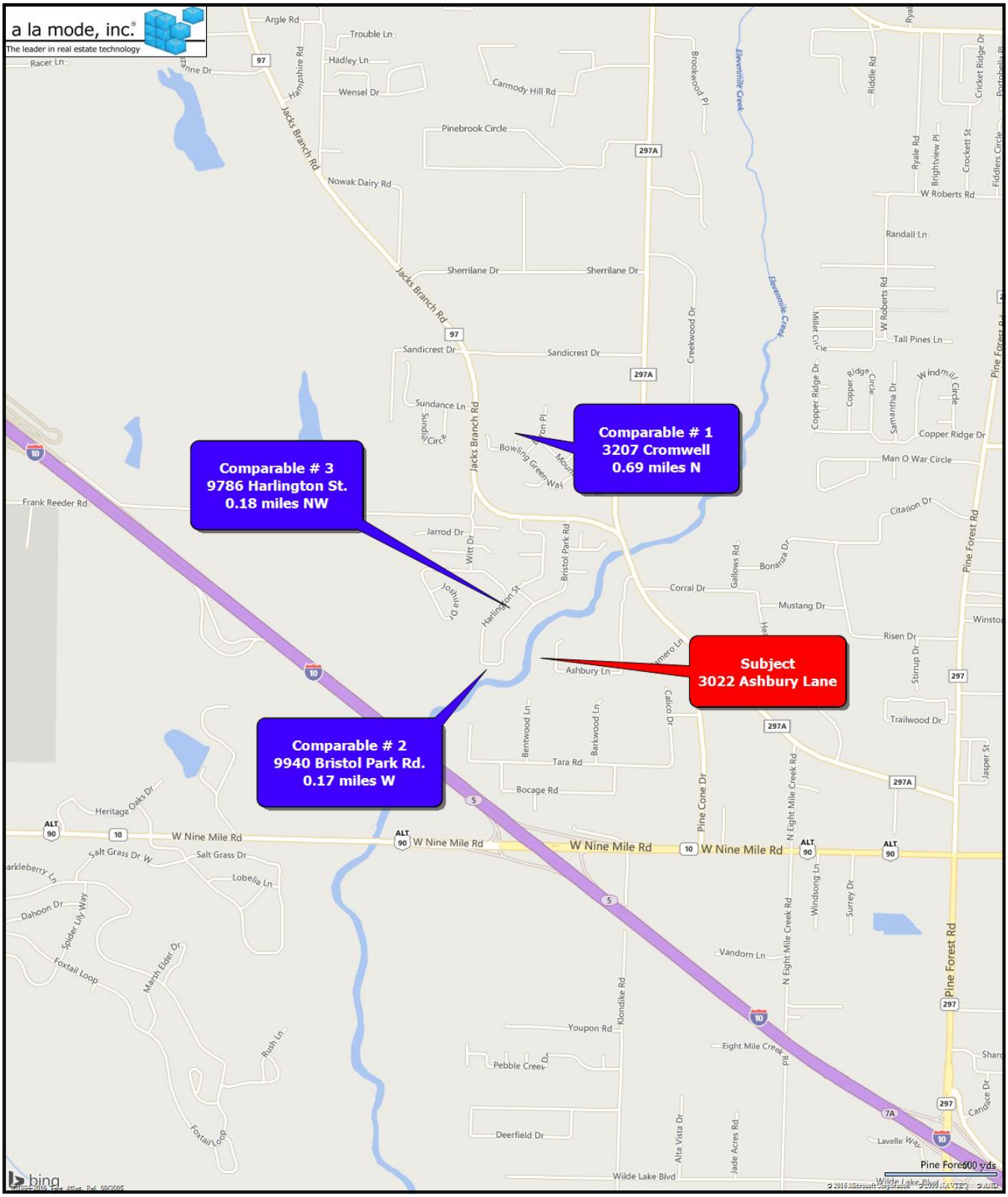
Building Sketch

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code **32533**	
Lender	**Escambia County**				



Location Map

Borrower/Client							
Property Address	**3022 Ashbury Ln**						
City	**Cantonment**	County	**Escambia**	State	**FL**	Zip Code	**32533**
Lender	**Escambia County**						



Photograph Addendum

Borrower/Client					
Property Address	3022 Ashbury Ln				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				



Front View



Rear View of Building

Photograph Addendum

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code	**32533**
Lender	**Escambia County**				



Street Scene



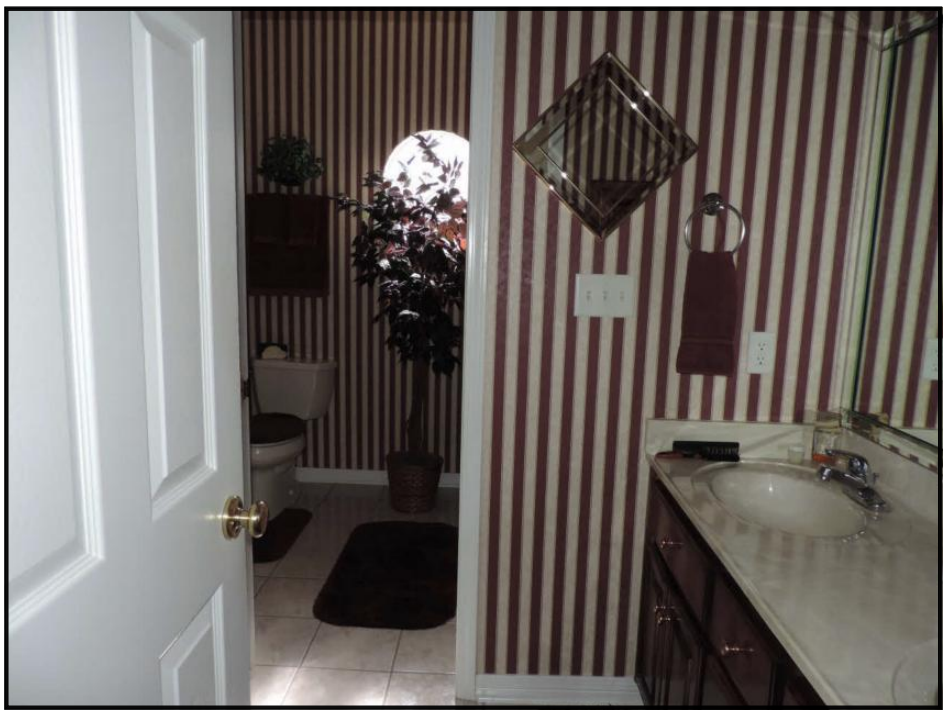
Living Room

Photograph Addendum

Borrower/Client					
Property Address	3022 Ashbury Ln				
City	Cantonment	County Escambia	State FL	Zip Code	32533
Lender	Escambia County				



Master Bedroom



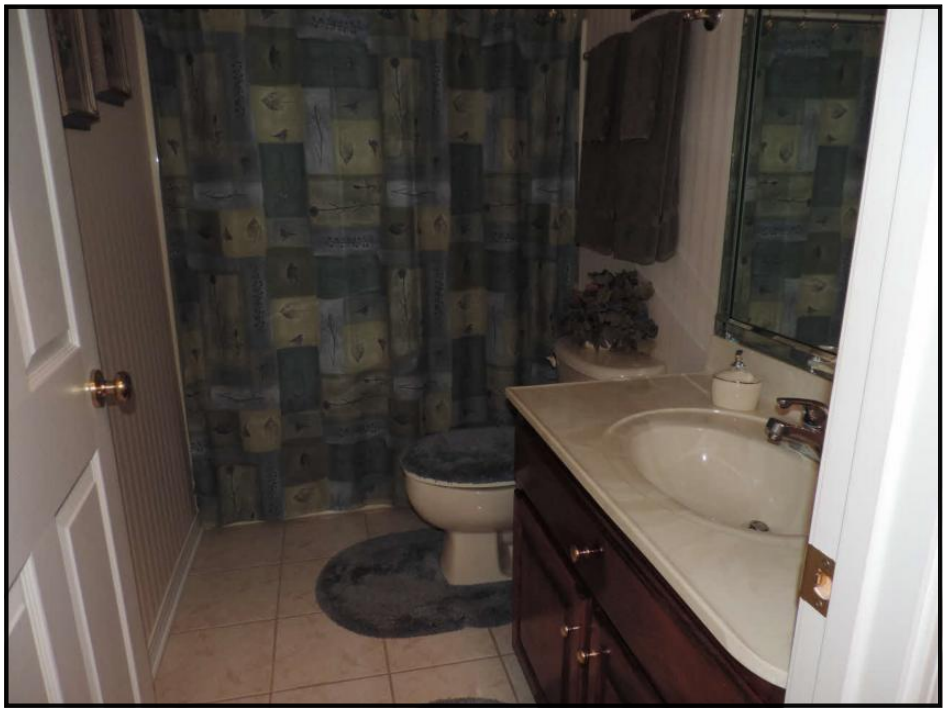
Master Bathroom

Photograph Addendum

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code	**32533**
Lender	**Escambia County**				



Bedroom



Bathroom

Photograph Addendum

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code	**32533**
Lender	**Escambia County**				



Kitchen



Breakfast Area

Photograph Addendum

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code **32533**	
Lender	**Escambia County**				



Dining Room



Office

Photograph Addendum

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code	**32533**
Lender	**Escambia County**				



Comparable #1



Comparable #2

Photograph Addendum

Borrower/Client					
Property Address	**3022 Ashbury Ln**				
City	**Cantonment**	County **Escambia**	State **FL**	Zip Code	**32533**
Lender	**Escambia County**				



Comparable #3

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Hintz - 3925 Bentwood Lane


04/03/2015 12:09


04/03/2015 12:10


04/03/2015 12:10


04/03/2015 12:12

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	031S314100000016
Account:	090245270
Owners:	HINTZ PATRICIA D
Mail:	3925 BENTWOOD LN CANTONMENT, FL 32533
Situs:	3925 BENTWOOD LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements:	$88,612
Land:	$60,450
Total:	$149,062
Save Our Homes:	$97,846

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/21/2013	7024	406	$100	QC	View Instr
02/11/2013	6974	523	$100	QC	View Instr
10/1990	2920	5	$90,000	WD	View Instr
04/1987	2391	173	$100	QC	View Instr
04/1987	2389	311	$75,000	WD	View Instr
05/1985	2058	982	$10,000	CT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT SE CORNER OF SEC N 01 D EG 58 MIN 23 SEC E ALG E LINE OF SEC 1384 45/100 FT TO N R/W LINE TARA RD (66 FT R/W) N 88...

Extra Features

FRAME SHED
MISC
POOL

Parcel Information

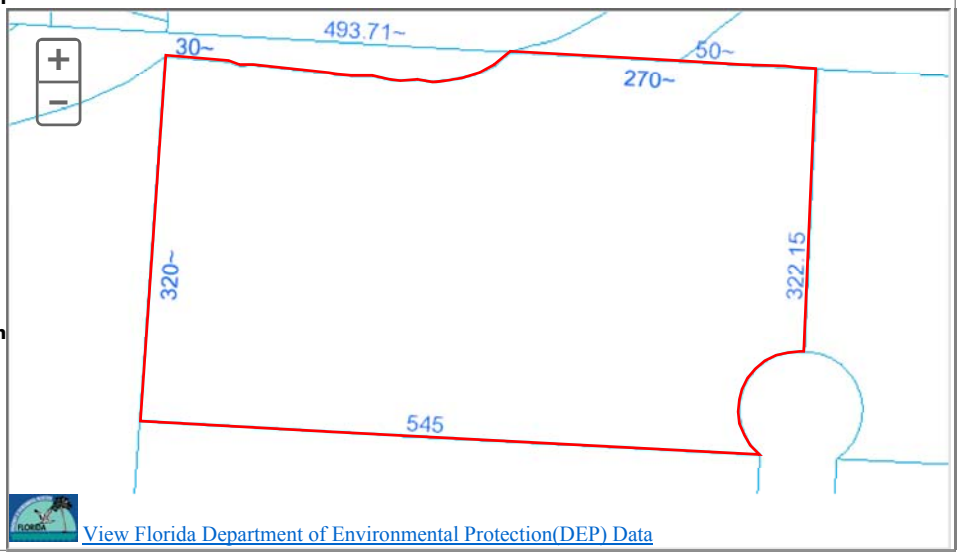
Launch Interactive Map

Section Map Id:
03-1S-31-2

Approx. Acreage:
4.0700

Zoned:
R-R

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

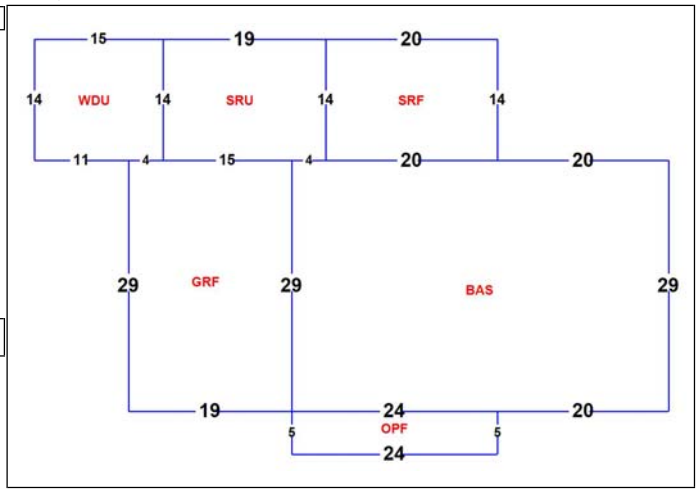
Address:3925 BENTWOOD LN, Year Built: 1980, Effective Year: 1980

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 2703 Total SF

BASE AREA - *1276*
GARAGE FIN - *551*
OPEN PORCH FIN - *120*
SUN ROOM FIN - *280*
SUN ROOM UNF - *266*
WOOD DECK UNF - *210*



Images



7/28/11

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Hintz Parcel
3925 Bentwood Lane

N

30 15 0 30 Meters

Bristol Park A[redacted]isiti[redacted]486

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No X

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ 0

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? No
If so, how much ICC funds have you received? 0
Do you plan on receiving ICC payment? No
If so, how much ICC funds do you plan on receiving? 0

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: 0

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: 0

Owner Name:	Property Address:
Patricia Hintz	3925 Bentwood Lane, Cantonment FL 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Signed _____ Signed

Date 3 - 2 - 15

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 3925 Bentwood Lane, Cantonment FL 32533

Owner(s) Mailing Address: Same

Owner(s) Name(s): Patricia Hintz

Contact Telephone Number: 850-261-2700

Contact Email Address: Hintz1030@aol.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Pat Hintz
Owner's Signature

3-2-15
Date

Owner's Signature

Date

Owner's Signature

Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child. I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information I may be guilty of violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property, place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance, and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank, financial or credit data service to release information to FEMA and/or the State upon request.

NAME (print)	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Patricia Hintz	Pat Hintz	2-18-1953	03-02-15

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121-5207 and Reorganization Plan No. 3 of 1978, 4 U.S.C. §§ 2904 and 2906, 44 C.F.R. § 206.2(a)(27), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c)(1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) NOTE: Do not send your completed form to this address.

Cost Estimate to Acquire and Demolish 3925 Bentwood Lane

Structure Data Summary			
Community			Escambia County
Address			3925 Bentwood Lane
Owner Name			Hintz
Total Square Footage			2703
Living Square Footage			1556
Year Built			1980
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$157,516.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$196,895.00
Independent Appraised Value or Average Value of Independent Appraisals			$200,000.00
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage plus 15 feet by 35 feet pool)	$4.82	SF	$15,558.96
Finish Grading - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($4.63 per SY)	1068.00	SY	$4,944.84
Sodding - Total area plus 15 feet by 35 feet pool plus 15 feet around the structure perimeter ($474 per 1000SF)	9.61	1000 SF	$4,556.09
Fill - Additional fill for 15 feet by 35 feet by 6 feet pool ($2.56 per cubic foot)	3150.00	CF	$8,064.00
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$42,369.89
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$36,378.79**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$727.58
Final Total Pre and Post-Construction Cost			**$872.98**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$6.11
Property Tax (to be prorated)			$975.31
Recording Fees			$50.00
Final Closing Costs			**$1,831.42**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$250,733.18**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

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:	3925 Bentwood Lane Cantonment, Florida 32533	B&A Job#:	RE16JP8697
		Effective Date of Value:	November 4, 2016
County:	Escambia	Date of Inspection:	November 4, 2016
Tax Parcel #:	03-1S-31-4100-000-016	Nature of Subject Property:	Single Family Dwelling
Owner:	Patricia D. Hintz	Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of a 4.03-acre parcel improved with a detached 2,092-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 THOUSAND DOLLARS
$200,000
*****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. **We are aware flooding issues have impacted the surrounding area. Our value is predicated on the extraordinary assumption that the flooding issues that impacted the subject and surrounding area have been rectified.**
2. **The legal description contained in the most recent deed is vague in its description of the size 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.**

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 October 9, 1990 when Patricia D. and Mark W. Hintz acquired the subject property from Eva G. and Edward D. Cook for $90,000 via a Warranty Deed recorded in OR Book 2920, Page 5. Because this transfer of the subject property occurred more than 26 years prior we have not given it consideration in our current analysis. Subsequent to this transaction, on February 11, 2013, Mark W. Hintz, quitclaimed his interest in the subject property to Patricia D. Hintz in a Quitclaim Deed recorded in OR Book 6974, Page 523 and corrected in OR Book 7024, Page 406. Because this was not an arm's length transaction, we have not given it consideration in our current analysis.

NEIGHBORHOOD & MARKET ANALYSIS

Comments: The subject neighborhood is located just north of Pensacola, FL and is bound to the west by the Alabama state line, to the north by the rural areas of North Escambia County, to the east by US Hwy 29 and to the south by Michigan Ave. The area is a suburban location to the more populous areas in the City of Pensacola. This is a popular area and there is abundant residential and commercial growth seen throughout the neighborhood. The primary traffic corridor through the neighborhood is W 9 Mile Road. Commercial uses are located along 9 Mile Road while residential development is typically seen in neighborhoods located off of the primary roadways. Residential support services are seen throughout the neighborhood including, retail, grocery, convenience stores, hospitals, doctors and professional offices.

PROPERTY DESCRIPTION

Assessment/Taxes	$157,516 / $1,015.95	Utilities	All available except public sewer
Site Size:	4.03-acres per assessment	Zoning	R-R, Rural Residential
FEMA Flood Zone	"X" and "AE"	Soil Type	Excessive to very poorly drained
Site Frontage	124.9-ft Bentwood Lane	Road Type	Typical, 2-lane asphalt paved, county maintained private road
Property Type	Detached Single Family	Current Use	Single Family Residential
Building Area (SF)	2,092-SF	Source of Bldg. Area	Appraiser's measurements
Year Built	1980 (per Assessment)	Conformance to Zoning	Conforming
Effective Age	30-years	Rem. Econ. Life	30-years
Bedroom/Bath Count	3-bed / 2-bath	Occupancy	Owner
Quality	Average	Condition	Average
Foundation	Concrete	Wall and Roof Covering	Brick exterior and composition shingle roof
Ceiling & Wall Coverings	Finished drywall, wood paneling	Flooring	Carpet and ceramic tile flooring
Doors	Metal and glass entry doors	Windows	Insulated windows in aluminum frames
HVAC	Central HVAC	Lighting	Mix of incandescent and fluorescent fixtures
Appliances & Fixtures	Average quality	Parking	Drive only

Comments about the subject property: The subject site has a level to rolling topography and slopes down toward Eleven Mile Creek, which forms a portion of the northern boundary offering scenic views of the creek. We observed steep slopes in the area of Eleven Mile Creek, however the bulk of the site was suitable for development. The property owner recently had a retaining wall built along a portion of the creek near the dwelling with a stairway down to the creek. The property features an in-ground pool, an enclosed porch, a wood deck and an outbuilding. These structures were in average condition. The dwelling appears dated with few recent upgrades to the interior. There is a large sunroom that is fully finished and included in the heated and cooled space. The owner reports the plumbing was replaced in 2011 and the HVAC in 2012. Overall, we found the dwelling to be in average condition with minor issues of deferred maintenance including water stains on a bedroom ceiling and a bedroom wall. The owner reports the roof leak has been repaired but the ceiling hasn't been repainted. She tells us the water stain on the wall is from an aquarium and the wall hasn't been repainted. These issues are minor and are typical of dwellings the age of the subject. We also see a freestanding screened enclosure near the rear of the house that we rate to be in fair condition with damage to the roof and entry door.

HIGHEST AND BEST USE

Comments: Based on the zoning classification, the specific design of the structure, and the surrounding uses the maximally productive use of the subject is deemed to be to for continued occupancy as a single family residential dwelling on large acreage tract.

THE SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property. We have gathered several sales and listings of comparable properties within the subject's general area, but have relied upon the most similar comps in arriving at an indication of value for the subject. Data sheets relative to these comps are attached.

Below are sales comparison grid(s) that summarize the amenities of the subject property and those of the comps that are perceived to cause variation in price. A unit of comparison is identified in the grid(s). A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comps for size.

The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property. Adjustments are applied to the calculated unit of comparison to account for observed differences between the subject and the comps. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.

Following are the adjustment grids.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

IMPROVED RESIDENTIAL SALES COMPARISON APPROACH

Select Unit of Comparison: Total Price

Justification for Unit of Comparison: Whole transactions are typical in the marketplace.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		COMPARABLE NO. 4	
Address	3925 Bentwood Lane Cantonment, FL	240 Saddle Drive Cantonment, FL		349 Daylily Road Cantonment, FL		675 Carmody Hill Road Cantonment, FL		13835 Timber Creek Road Cantonment, FL	
Proximity to Subject	N/A	0.5-mile E		6.25-miles NE		2-miles N		4.62-miles NW	
Sales Price	N/A	$220,000		$187,050		$187,500		$150,000	
Price/Gross Living Area		$91.67		$95.82		$105.99		$114.59	
Verification Source	N/A	MLS# 458801, Agent		MLS# 499784, Agent		MLS #492347, Agent		MLS# 506265, Agent	
OR Book/Page	N/A	OR Book 7292, Page 1236		OR Book 7539, Page 1324		OR Book 7533, Page 1745		Active Listing	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust
Sale/Financing Concessions		None		Seller paid	-$4,040	None		None	
Date of Sale/Time		Jan-15		Jun-16		Jun-16		Listing Neg. Allow	-$15,000
Location	Cantonment, FL	Similar		Similar		Similar		Inferior	$5,000
Financing	All Available	Similar		Similar		Similar		Similar	
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length		Arm's Length	
Buyer Expenditures	None	None		None		None		None	
Time/Mkt Conditions	Nov-16	231-Days		236-Days		86-Days		55-Days	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site	4.03-acres +/-	3.30-acres +/-		5.20-acres +/-		2.58-acres +/-		6.4-acres +/-	
View	Residential/Greenbelt	Residential/Inferior	$5,000	Residential/Inferior	$5,000	Residential/Inferior	$5,000	Residential/Greenbelt	
Design and Appeal	Brick/Average	Brick/Average		Brick/Average		Brick/Average		Siding/Inferior	$10,000
Quality of Construction	Average	Average/Similar		Average/Similar		Average/Similar		Inferior	$15,000
Age	A36/E30	A37/E35	$5,000	A37/E30		A19/E15	-$15,000	A26/E25	-$5,000
Condition of Prop.	Average	Similar		Similar		Similar		Similar	
Room Count	3 2.0	4 3.1	-$10,000	3 2.0		3 2.0		3 2.0	
Gross Living Area	2,092	2,400	-$7,700	1,952	$3,500	1,769	$8,075	1,309	$19,575
Bsmnt/Finished Below Grd	None	None		None		None		None	
Functional Utility	Average	Average		Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central		FWA/Central		FWA/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical		Typical	
Garage/Carport	Drive Only	4-Garage	-$10,000	2-Garage	-$5,000	2-Garage	-$5,000	Drive only	
Porch, Patio, Deck, Fireplace(s), etc.	Fireplace, in-ground pool, outbuilding, wood deck	Fireplace, balcony, coverd patio, deck, in-ground pool, pool	-$5,000	Fireplace, screened porch, outbuilding	$15,000	Sunroom, porch, outbuilding	$15,000	Outbuilding	$20,000
Net Adj. (total)	$198,490		-$22,700		$14,460		$8,075		$49,575
Adjusted Sales Price	Net % Adjustment	-10%		8%		4%		33%	
of Comparable	Gross % Adjustment	17%	$197,300	17%	$201,510	26%	$195,575	60%	$199,575

Analysis of Sales: The selected comps represent sales and a listing of competitive residential dwellings in the subject area. The agent reports seller paid concessions for Comp 2 and a negative adjustment is applied. Comp 4 is an active listing and we have applied a negative adjustment to account for negotiations. Three comps are adjusted positively for inferior views. Comp 4 is adjusted positively for inferior design and appeal and also for inferior quality of construction. Three comps are adjusted for differences in effective age when compared to the subject. One comp is adjusted for additional bathrooms. Adjustments are applied to each comp to account for differences in gross living area. Three comps have superior parking characteristics and a negative adjustment is applied to each. Each comp is adjusted for differences in amenity when compared to the subject property. The adjusted comps provide a range of values from $195,575 to $201,510 and average $198,490. We reconcile at a rounded $200,000 for the subject property, giving added weight to the most recent sale.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

LAND VALUATION – SALES COMPARISON APPROACH

Analysis of Land Sales and Reconciliation:

COST APPROACH

Replacement-Cost-New		$ -
Less Depreciation		
Physical	$0	
Functional	$0	
External	$0	
Total Depreciation		$ -
Depreciated Cost of Building Improvements		$ -
Depreciated value of site improvements*		
Land Value Opinion		
Entrepreneurial Profit 0%		$ -
Indicated Value by Cost Approach		$ -
Indicated Value by Cost Approach "R"		

Comments on Costs, Depreciation, Stories, etc… We have not utilized a Cost Approach in this appraisal because of the age of the improvements.

Analysis of cost data and reconciliation:

INCOME CAPITALIZATION APPROACH

Income			
Potential Gross Income:			$ -
Other Income			$ -
Gross Income:			$ -
Less Vacancy/Collection Loss @			$ -
Effective Gross Income			$ -
Expense Reimbursements			$ -
Total Income			$ -
Operating Expenses			
Reimbursed Expenses:			
Property Taxes	$ -		
Insurance	$ -		
Total Reimbursed Expenses:	$ -		
Non Reimbursed Expenses:			
Management/Payroll			
Property Taxes			
Building Insurance			
Maintenance			
Reserves			
Miscellaneous (Legal, Acct., etc.)			
Total Non Reimbursed Expenses	$ -		
Total Expenses			$ -
Net Operating Income			$ -
Estimated Value by Direct Capitalization*			
Estimated Value by Direct Capitalization "R"*			**$ -**

Comments on Income, Rents, etc. We have not utilized an Income Capitalization Approach or a Rent Multiplier Approach in this appraisal of a single-family residence because: (1) there is an inadequate number of comparables in the marketplace that have sold while rented in order to produce indications of a credible multiplier AND/OR (2) the market indications for the multiplier are so divergent and occupy such a wide range as to be inconclusive AND/OR (3) the motivations of buyers and sellers in the market place are not for investment/income production, but rather for occupancy and amenity.

Vacancy Expenses and Cap Rate: n/a

Analysis of income data and reconciliation: n/a

FINAL RECONCILIATION

The indications of value by the various approaches are:

Sales Comparison:	$200,000
Income	Not Used
Cost	Not Used

With all weight placed on the sales comparison approach, as it is the most applicable approach, we reconcile at $200,000 for the subject property. (Fee-Simple)**.**

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) **buyer and seller are typically motivated;**
2) **both parties are well informed or well advised and each acting in what they consider their own best interests;**
3) **a reasonable time is allowed for exposure in the open market;**
4) **payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and**
5) **the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

(USPAP, as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/12-12/31/13).)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. **.This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**
2. **No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.**
3. **The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.**
4. **Responsible ownership and competent property management are assumed unless otherwise stated in this report.**
5. **The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.**
6. **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
7. **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
8. **It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.**
9. **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.**
10. **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.**
11. **Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.**
12. **It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.**
13. **The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.**
14. **Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.**
15. **Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.**
16. **The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.**
17. **Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.**
18. **Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.**

SCOPE AND EXTENT OF DATA COLLECTION AND ANALSIS

The SCOPE of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, County Property Appraiser, Planning and Zoning Department, County Public Records, County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications, and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood, and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing this appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography. The appraisers together certify that the property has been inspected sufficiently to insure that a credible value opinion has been achieved.

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search for comparable land sales was limited to the areas proximate to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. Data sources employed for the selection of comparable sales included the Multiple Listing Services for Pensacola and Metro Market Trends (regional data base). Additional Comments on scope:

CERTIFICATION

We certify that, to the best of my knowledge and belief:

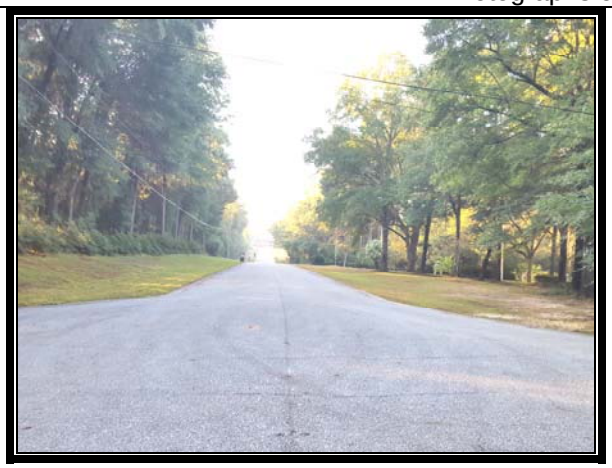
1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography.
9. No one provided significant professional assistance to the person(s) signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; David Singleton, MAI, MBA, FL Cert Gen RZ 3501 & AL Certified General Real Property Appraiser G01003; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; Rosanna Banks, Clerical and Davis Allen, Clerical. Any Trainee contributing to this report has contributed no more than 16 hours in the appraisal process.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, and David C. Singleton, MAI have the completed the requirements of the continuing education program of the Appraisal Institute.
14. If in Alabama, this assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal" .
15. We certify that we have not appraised this property within the previous three years.
16. I certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.
17. I am (We are) competent to appraise this property.
18. I, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered trainee appraiser named in this report as if it were my own work.

Signature	R. Shawn Brantley, MAI	John Price
Name	R. Shawn Brantley, MAI, CCIM	John Price
License	State Certified General Appraiser, FL #RZ289	State Registered Trainee Appraiser, RI23955, FL
State	State Certified General Real Property Appraiser, AL G00419	Trainee Real Property Appraiser, T02003, AL

ADDENDA

Subject Photographs

Photographs of subject 11/4/16



Viewing south along Bentwood Lane, subject on right



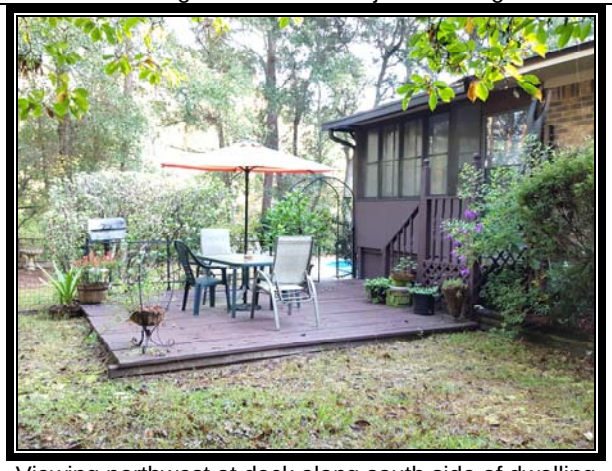
Viewing west at subject property from Bentwood Lane



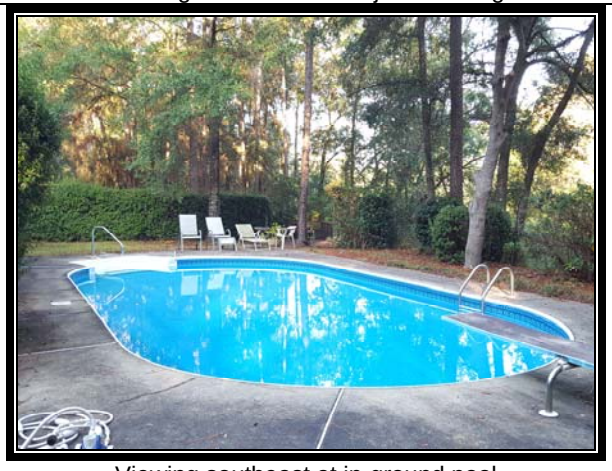
Viewing northwest at subject dwelling



Viewing southeast at subject dwelling



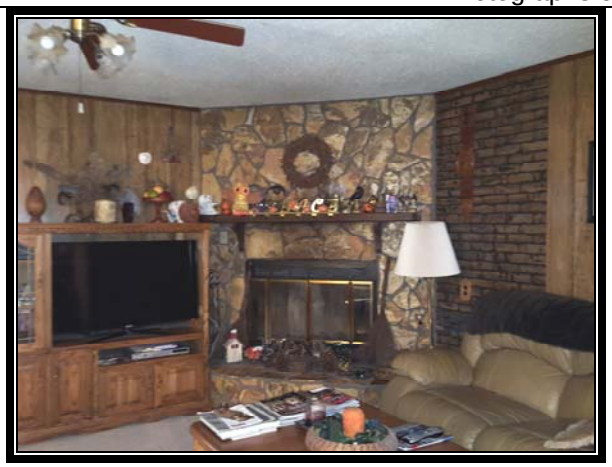
Viewing northwest at deck along south side of dwelling



Viewing southeast at in-ground pool

Subject Photographs

Photographs of subject 11/4/16



Living room



Kitchen



Typical bedroom



Typical bathroom



Family room



Sunroom

Subject Photographs

Photographs of subject 11/4/16



Outbuilding



Interior of outbuilding



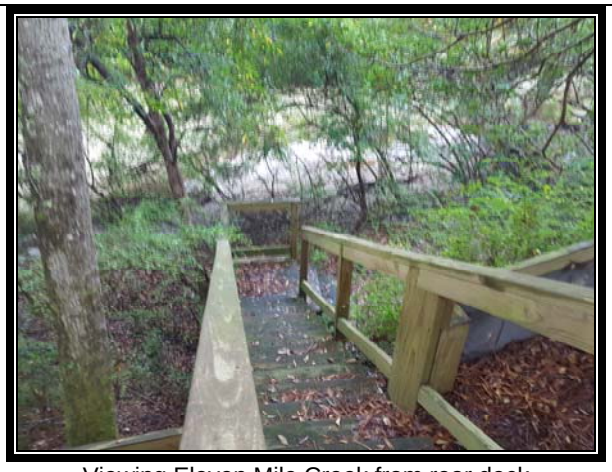
Retaining wall along rear yard



Screened enclosure



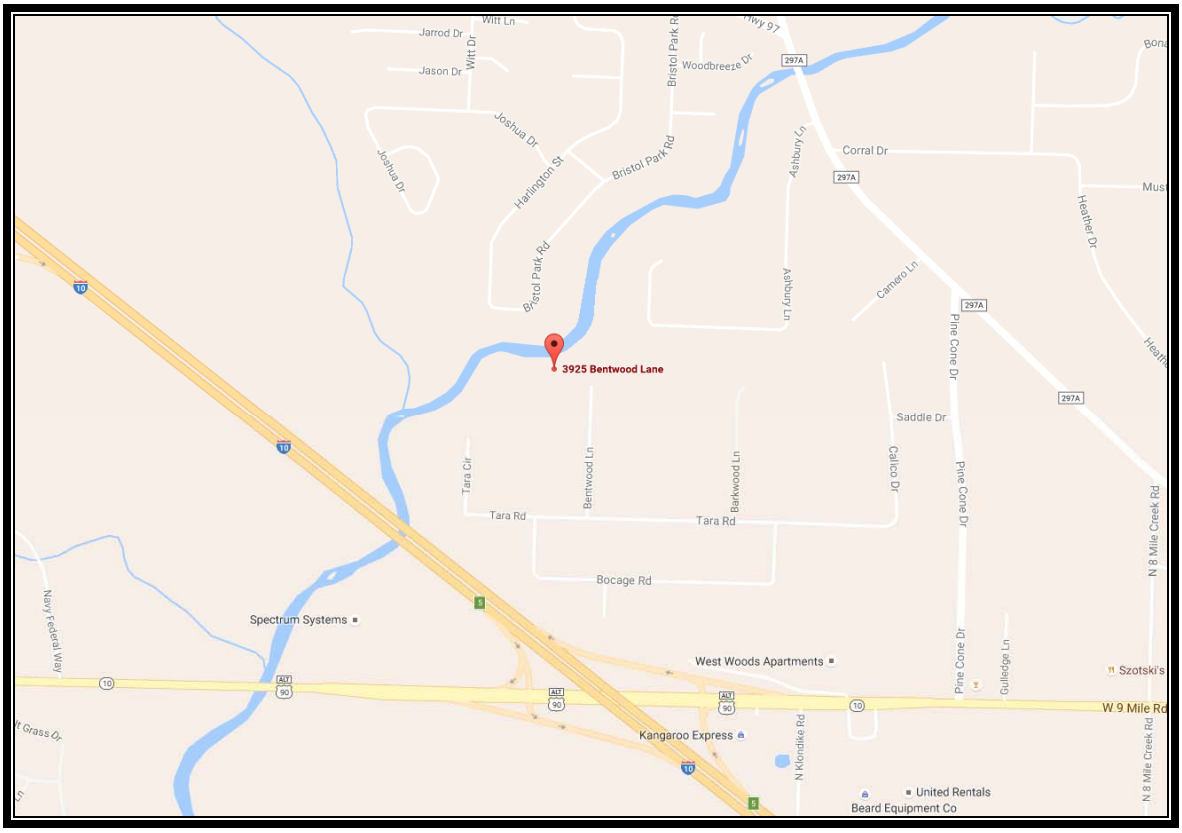
Water stain on ceiling in bedroom



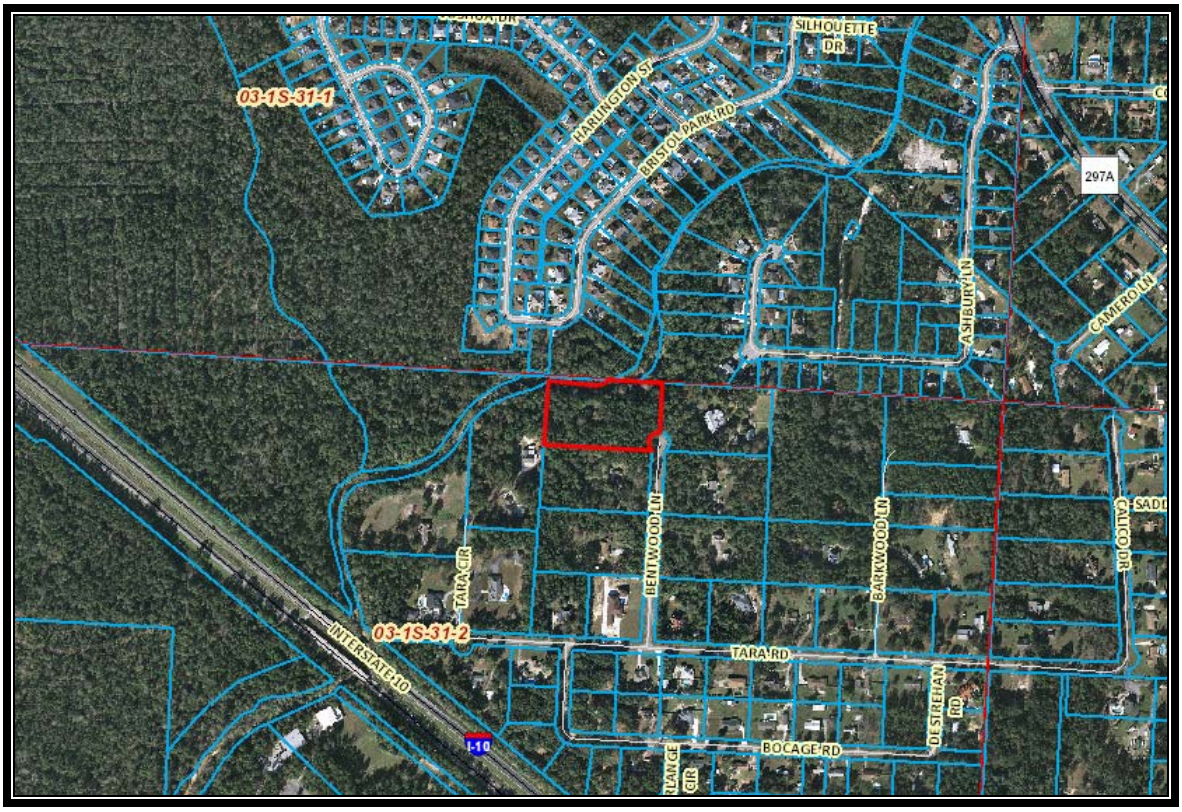
Viewing Eleven Mile Creek from rear deck

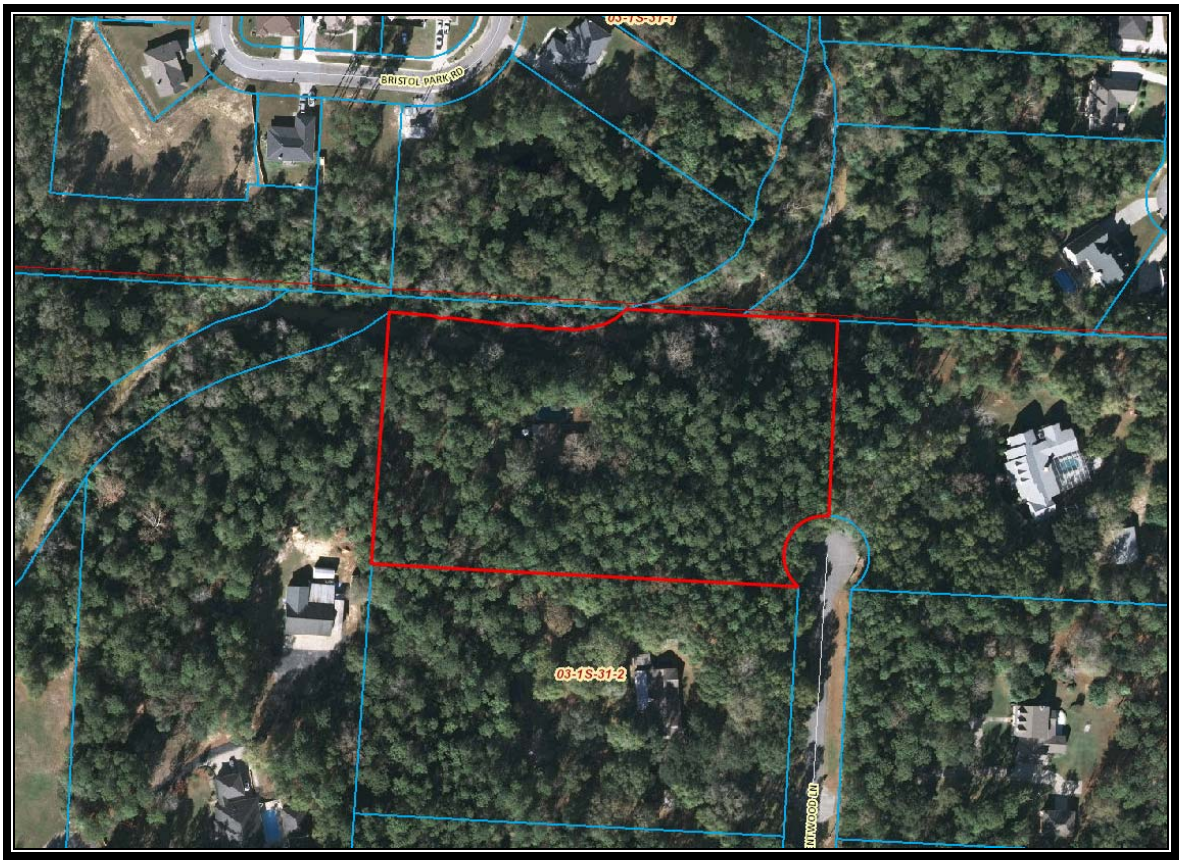
LOCATION MAP OF SUBJECT PROPERTY



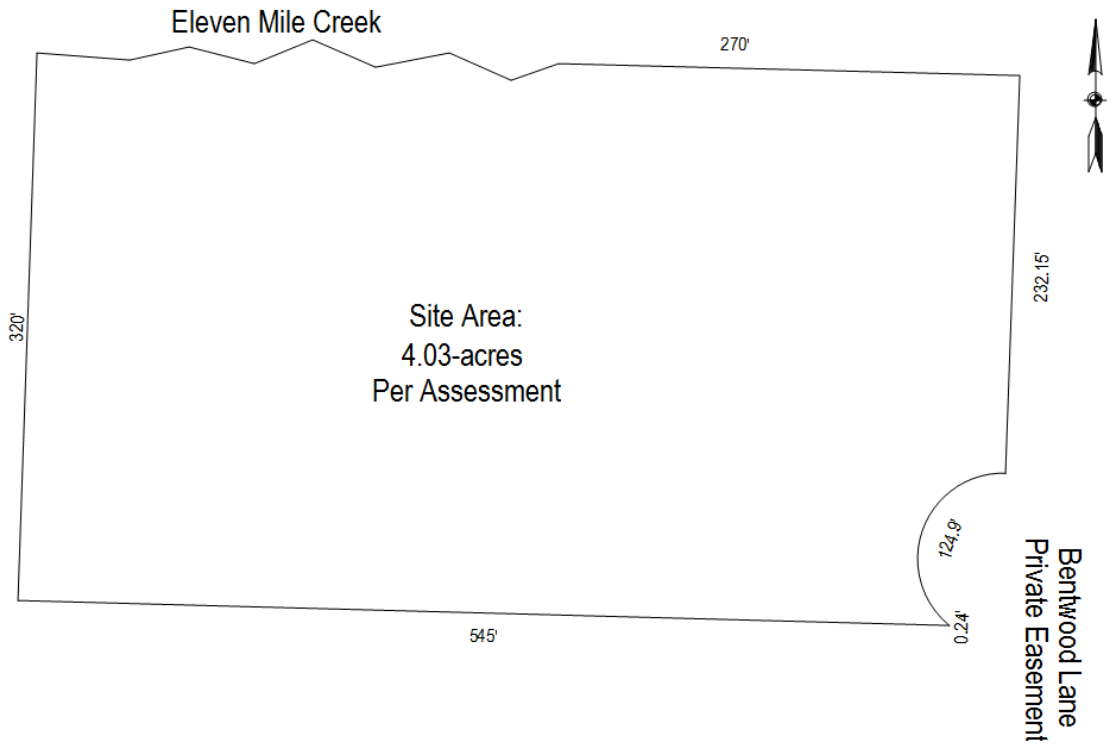


AERIAL MAP OF SUBJECT AND NEIGHBORHOOD

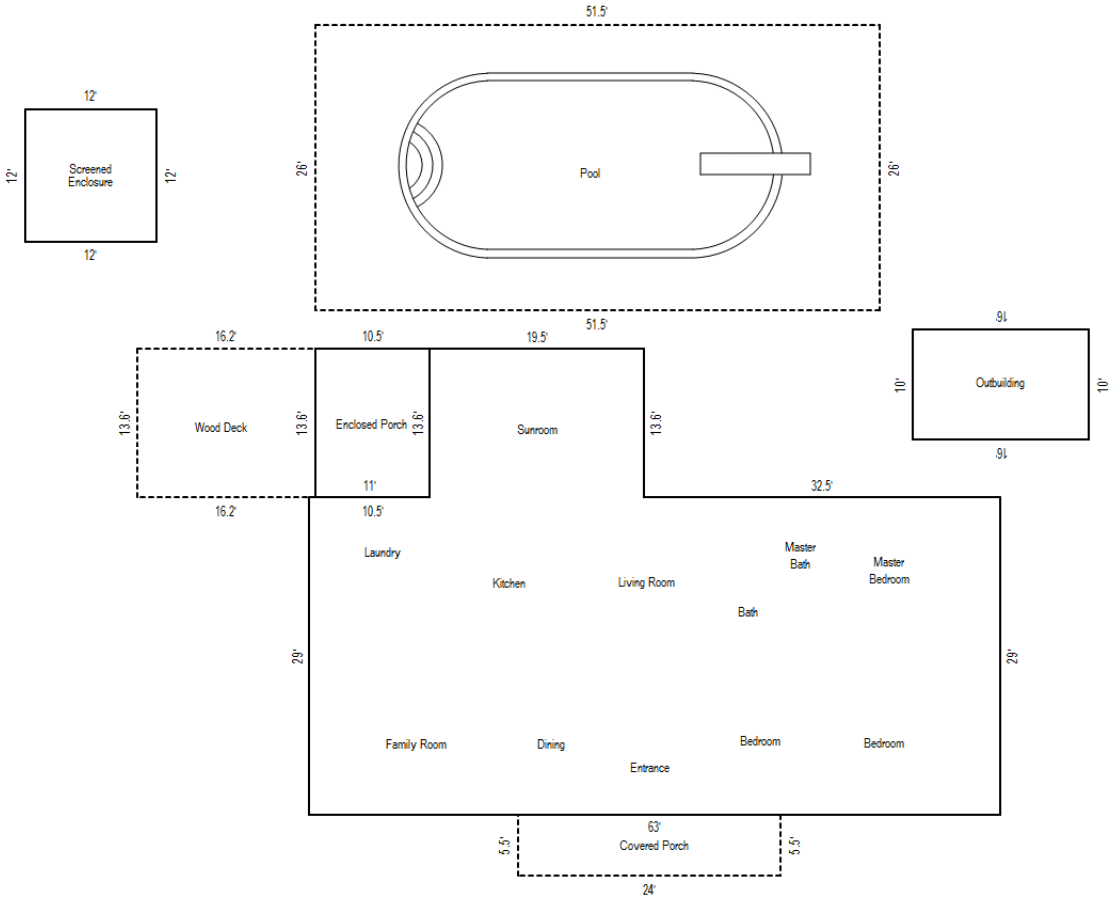




SKETCH OF SUBJECT SITE



SKETCH OF IMPROVEMENTS



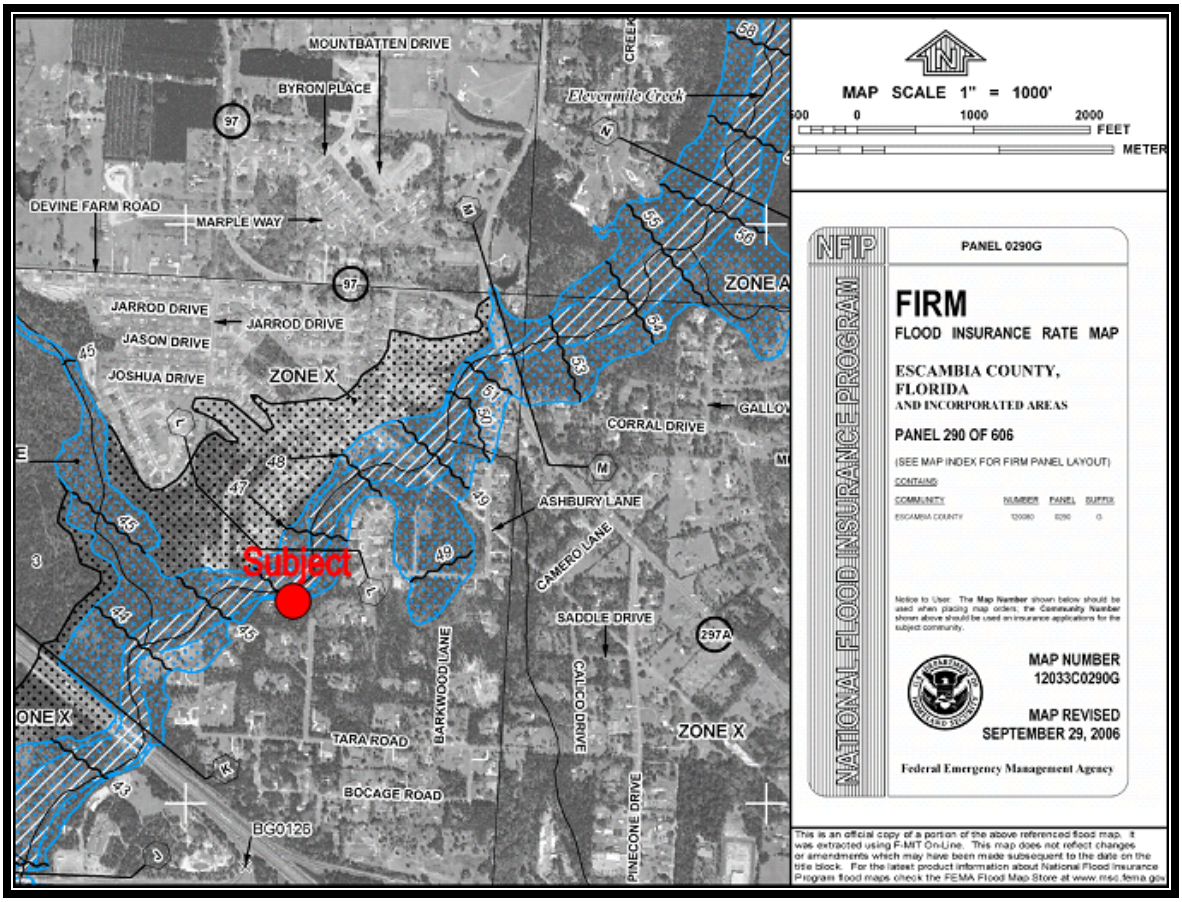
IMPROVEMENTS	
Dwelling	2,092 -SF
Outbuilding	160 -SF
Wood deck	220 -SF
Screened Enclosure	144 -SF
Patio around pool	1339 -SF

SOIL SURVEY MAP



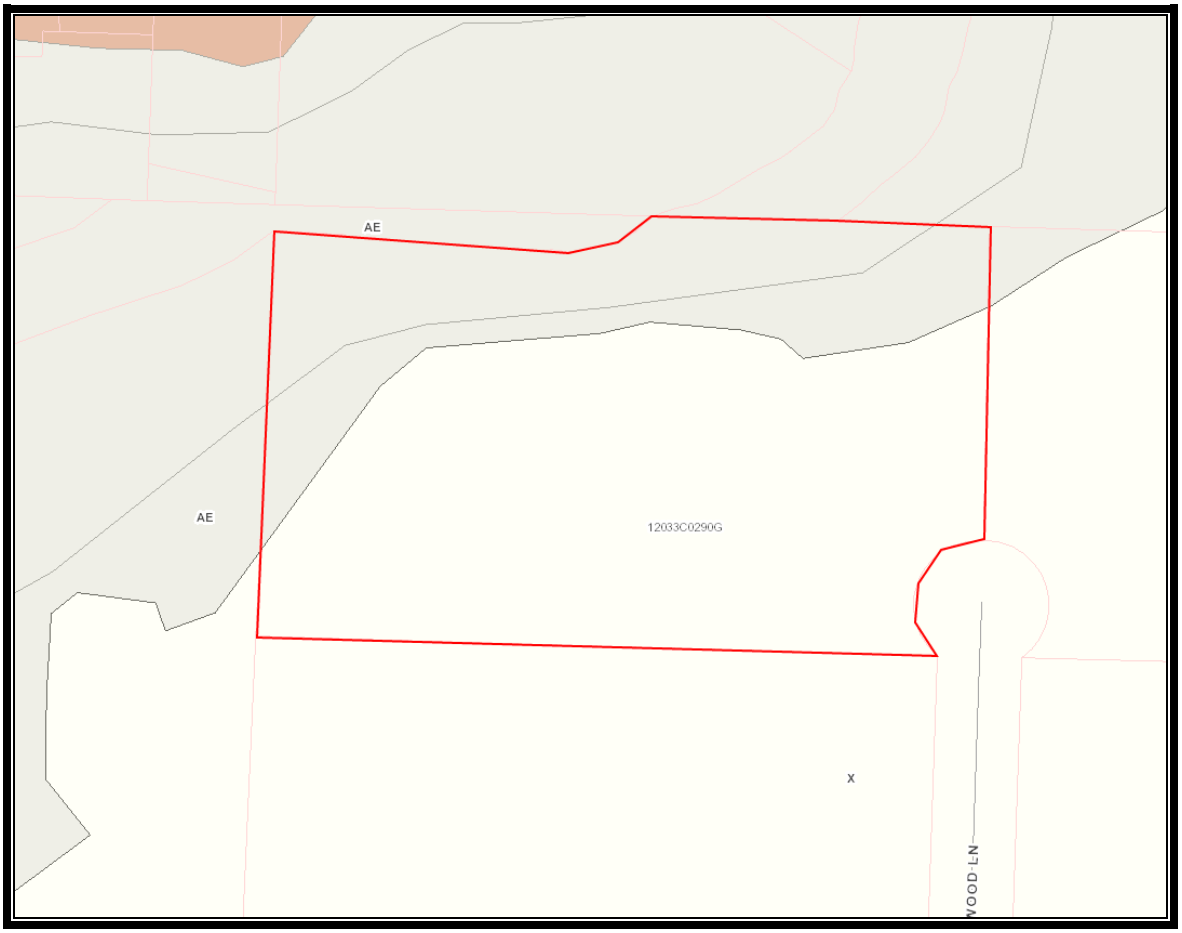
Number	Soil	Slope %	Drainage	Soil Material and Characteristics
50	Bigbee-Garcon-Fluvaquents complex, flooded	0-2	Excessive to Very Poorly Drained	This map unit consists of the excessively drained Bigbee soil; the somewhat poorly drained Garcon soil, and the very poorly drained Fluvaquents. It is on the flood plains along the Perdido River, Eight-Mile Creek, and Eleven-Mile Creek in the central and northern parts of the county. This map unit is poorly suited to cultivated crops. This map unit is suited to pine and hardwoods. This map unit is not suited to most urban and recreational uses. The flooding and wetness are severe limitations affecting most uses. Buildings can be elevated above the expected level of flooding by constructing them on pilings or on well-compacted fill.
54	Troup-Poarch complex	8-12	Somewhat excessive	Located on strongly sloping hillsides in Central and Northern Escambia County. The soil is found on shoulder slopes and upper side slopes. Has moderate water capacity, moderately slow water permeability and does not flood. Not suitable for cultivated crops, urban or recreational uses due to sandy texture and poor septic ability during wet periods. Suited to pasture use, growth of hay, and slash, loblolly and longleaf pines.
99	Water			

FEMA FLOOD MAP OF SUBJECT PROPERTY



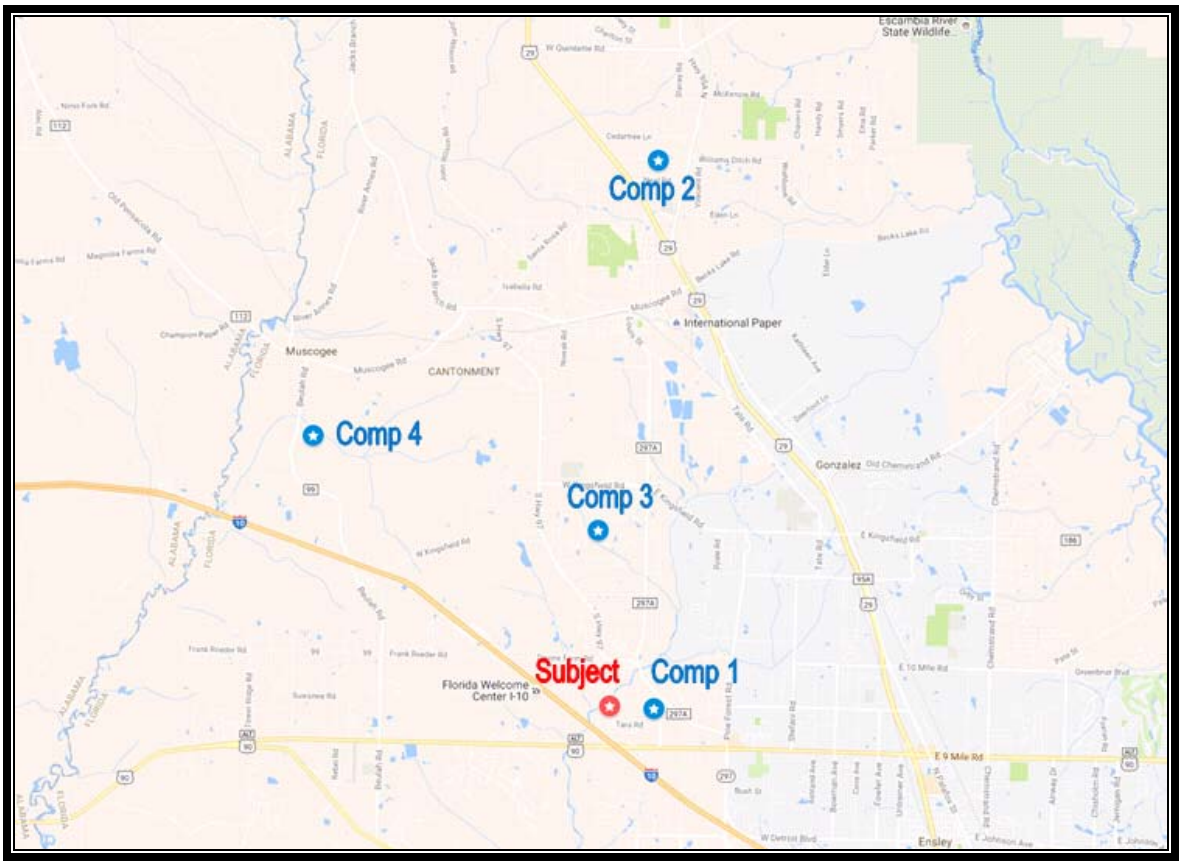
The subject site is contained on FEMA Map Panel 12033C0290G, dated 9/29/2006. According to the map panels, the subject property is located in an “X” flood zone and an “AE” flood zone.

ESCAMBIA COUNTY FLOOD MAP OF SUBJECT PROPERTY



The grapic above is an excerpt from the Escambia County GIS indicating flood mapping for the subject (outlined in red) and the surrounding area. The Escambia County Flood Map indicates the southeastern bulk portion of the subject property is located in a Flood Zone “X”, while a portion in the northwest and along the northern boundary is located in a Flood Zone “AE” .

LOCATION MAP FOR SUBJECT AND IMPROVED COMPARABLES



PHOTOGRAPH OF IMPROVED COMPARABLE 1



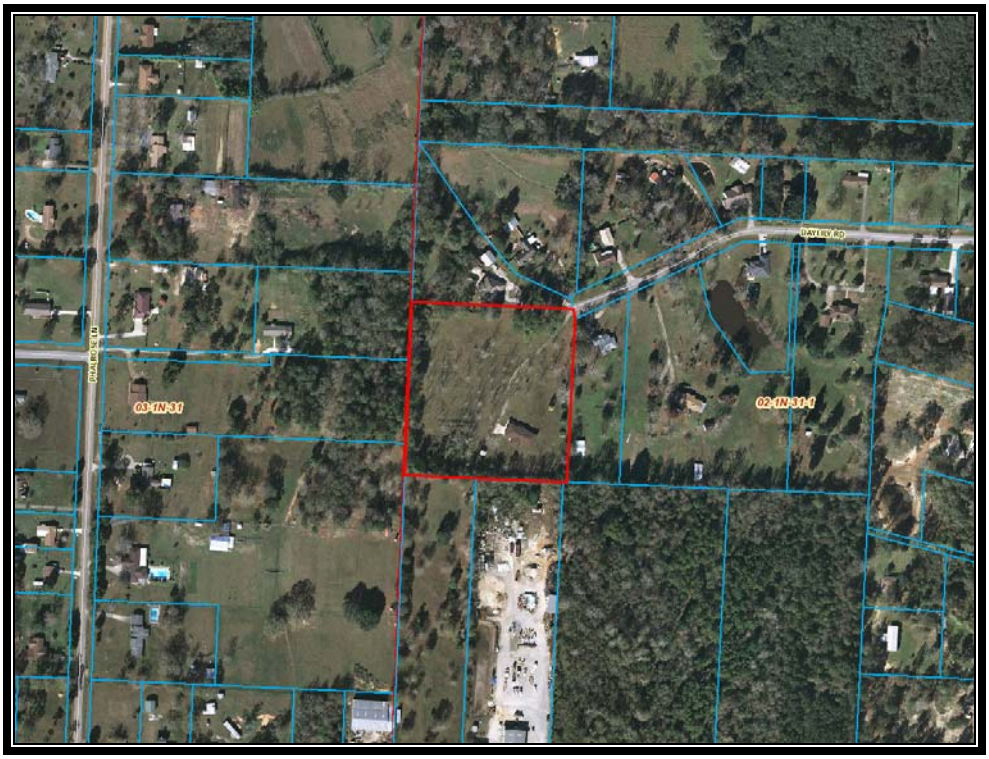
AERIAL MAP OF IMPROVED COMPARABLE 1



PHOTOGRAPH OF IMPROVED COMPARABLE 2



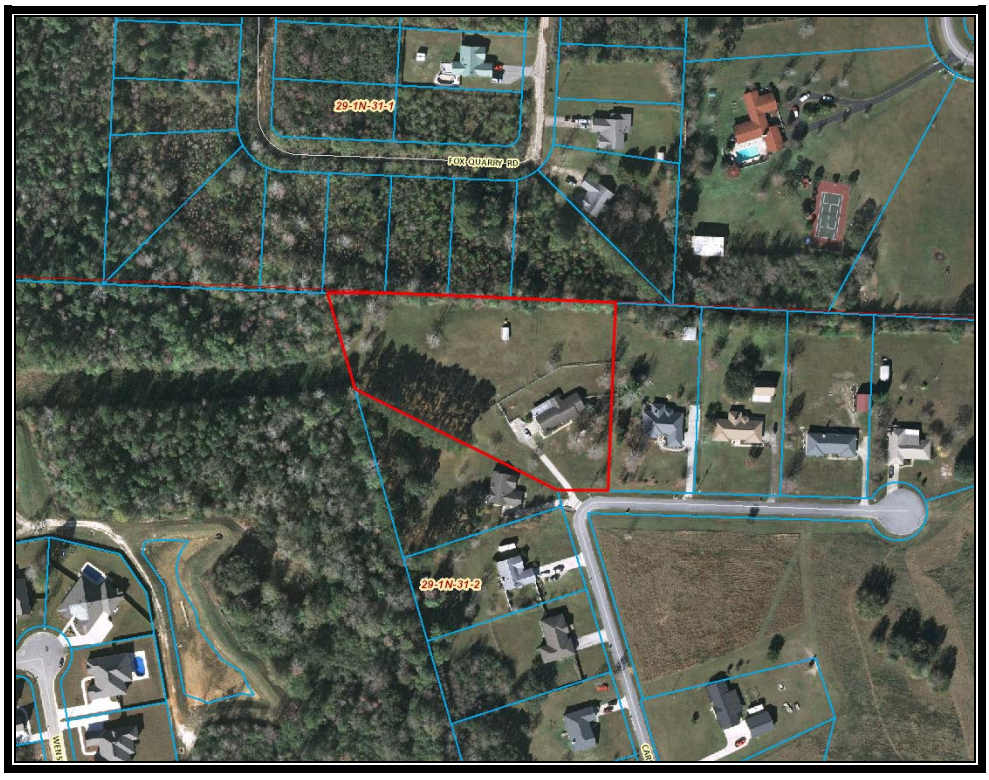
AERIAL MAP OF IMPROVED COMPARABLE 2



PHOTOGRAPH OF IMPROVED COMPARABLE 3



AERIAL MAP OF IMPROVED COMPARABLE 3



PHOTOGRAPH OF IMPROVED COMPARABLE 4



AERIAL MAP OF IMPROVED COMPARABLE 4



escpaDetail 3925 BENTWOOD LN 32533

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List | Amendment 1/Portability Calculations

Back

Navigate Mode ⊙ Account ○ Reference

Printer Friendly Version

General Information

Reference:	031S314100000016
Account:	090245270
Owners:	HINTZ PATRICIA D
Mail:	3925 BENTWOOD LN CANTONMENT, FL 32533
Situs:	3925 BENTWOOD LN 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$60,450	$97,066	$157,516	$99,318
2015	$60,450	$92,424	$152,874	$98,628
2014	$60,450	$88,612	$149,062	$97,846

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/21/2013	7024	406	$100	QC	View Instr
02/11/2013	6974	523	$100	QC	View Instr
10/1990	2920	5	$90,000	WD	View Instr
04/1987	2391	173	$100	QC	View Instr
04/1987	2389	311	$75,000	WD	View Instr
05/1985	2058	982	$10,000	CT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT SE CORNER OF SEC N 01 DEG 58 MIN 23 SEC E ALG E LINE OF SEC 1384 45/100 FT TO N R/W LINE TARA RD (66 FT...

Extra Features

FRAME SHED
MISC
POOL

Parcel Information — Launch Interactive Map

Section Map Id:
03-1S-31-2

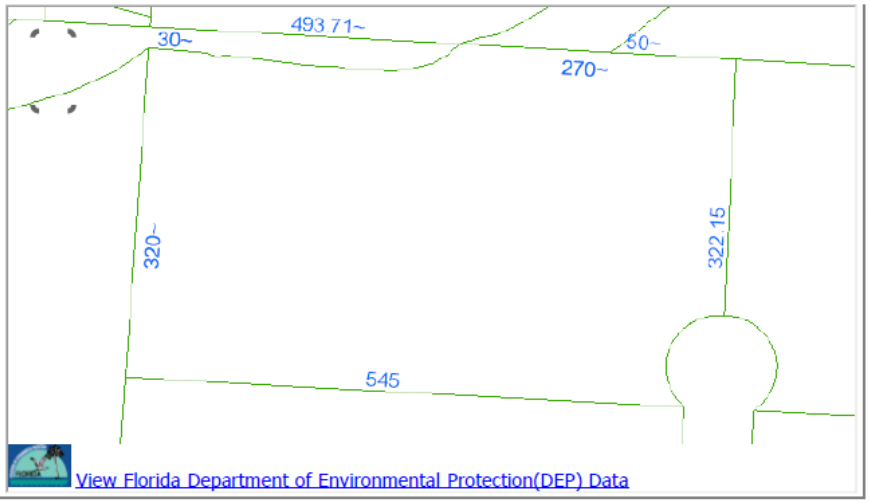
Approx. Acreage:
4.0300

Zoned:
LDR

Evacuation & Flood Information
Open Report



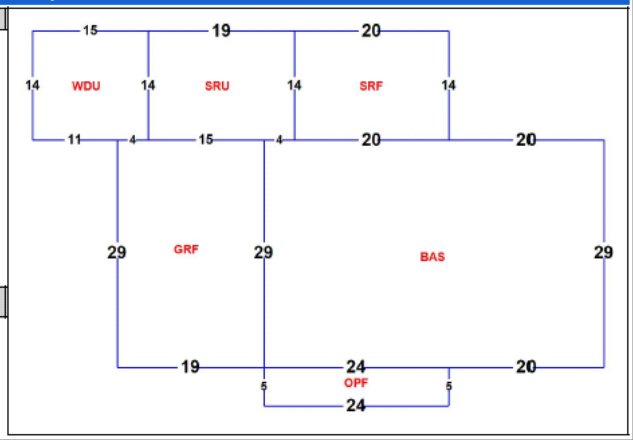
escpaDetail 3925 BENTWOOD LN 32533



Buildings

Address:3925 BENTWOOD LN, Year Built: 1980, Effective Year: 1980

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*
Areas - 2703 Total SF
BASE AREA - *1276*
GARAGE FIN - *551*
OPEN PORCH FIN - *120*
SUN ROOM FIN - *280*
SUN ROOM UNF - *266*
WOOD DECK UNF - *210*



Images



7/28/11

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:11/09/2016 (tc.3764)

http://www.escpa.org/CAMA/Detail_a.aspx?s=031S314100000016[11/9/2016 3:54:14 PM]

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0245-270		SEE BELOW	06	031S314100000016

2016 Property Taxes

3925 BENTWOOD LN

OFFICE (850) 438-6500 Ext. 3252

HINTZ PATRICIA D
3925 BENTWOOD LN
CANTONMENT, FL 32533

BEG AT SE CORNER OF SEC N 01 DEG 58 MIN 23 SEC E ALG E LINE
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	99,318	50,000	49,318	326.31
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	99,318	25,000	74,318	164.24
BY STATE LAW	4.6660	99,318	25,000	74,318	346.77
WATER MANAGEMENT	0.0366	99,318	50,000	49,318	1.81
SHERIFF	0.6850	99,318	50,000	49,318	33.78
M.S.T.U. LIBRARY	0.3590	99,318	50,000	49,318	17.71
TOTAL MILLAGE		14.5731	AD VALOREM TAXES		$890.62

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960	125.33
NON-AD VALOREM ASSESSMENTS		$125.33

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS	$1,015.95	PAY ONE AMOUNT	See reverse side for important information

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	$975.31	$985.47	$995.63	1,005.79	1,015.95

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0245-270		SEE ABOVE	06	031S314100000016

2016 Property Taxes

3925 BENTWOOD LN

HINTZ PATRICIA D
3925 BENTWOOD LN
CANTONMENT, FL 32533

BEG AT SE CORNER OF SEC N 01 DEG 58 MIN 23 SEC E ALG E LINE
See Additional Legal on Tax Roll

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Paid By	Nov 30, 2016	Dec 31, 2016	Jan 31, 2017	Feb 28, 2017	Mar 31, 2017
Please Pay	$975.31	$985.47	$995.63	1,005.79	1,015.95

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

1 090245270 2016 8

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

McKittrick - 9940 Bristol Park Road


9940







Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311300010003
Account:	090237545
Owners:	MCKITTRICK STEVEN P
Mail:	9940 BRISTOL PARK RD CANTONMENT, FL 32533
Situs:	9940 BRISTOL PARK RD 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$28,500	$116,103	$144,603	$144,603
2015	$28,500	$0	$28,500	$21,546
2014	$21,375	$73,135	$94,510	$94,510

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/14/2016	7507	628	$168,000	WD	View Instr
08/04/2015	7385	878	$54,700	CT	View Instr
06/19/2008	6345	804	$185,800	WD	View Instr
07/2006	5951	1215	$870,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
None

Legal Description
LT 1 BLK C BRISTOL CREEK PHASE III PB 18 P 38 OR 7507 P 628

Extra Features
None

Parcel Information

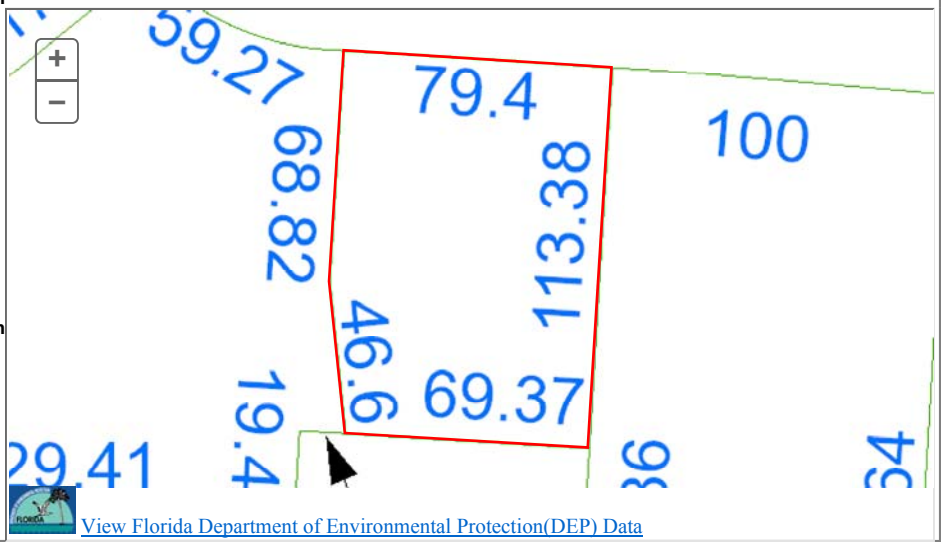
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.2037

Zoned:
MDR

Evacuation & Flood Information
Open Report



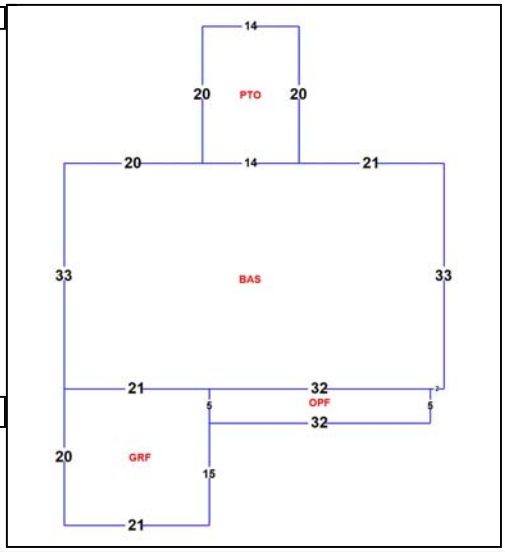
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:9940 BRISTOL PARK RD, Year Built: 2007, Effective Year: 2007

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-DECORAT*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2675 Total SF

BASE AREA - *1815*
GARAGE FIN - *420*
OPEN PORCH FIN - *160*
PATIO - *280*

Images



1/27/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
McKittrick Parcel
9940 Bristol Park Drive

N

30 15 0 30 Meters

Bristol Park

Board of County Commissioners • Escambia County, Florida
3363 West Park Place, Pensacola, FL 32505
www.myescambia.com (850) 595-3440

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

FLOODING QUESTIONNAIRE
FOR
11-Mile Creek Flood Plain Restoration

Did you experience drainage problems during the April 2014 storm event or are you aware of the flooding? If yes, please complete the following questionnaire to the best of your knowledge. Escambia County has been awarded a Hazard Mitigation Grant (HMGP) grant to acquire and demolish single-family residences in the area of Bristol Park and Ashbury Hills area adjacent to 11-Mile Creek located in the Special Flood Hazard Zone. We are in the process of acquisition of those properties listed in the HMGP grant, potential properties to be amended for inclusion in the grant, and properties to develop a creek restoration and flood plain expansion project. The project intent is to reduce historical flooding problems, convert the land or easements to deed-restricted open space, allowing flood water to be stored in the area of acquired property. Successful acquisition will lead to a comprehensive approach to mitigate flooding, restore floodplain, and reduce the overall flood stage for 11-Mile Creek

The purpose of this questionnaire is to determine if you are willing participant in the overall flood solution, so the project can further proceed to design. Your willingness to participate is needed before the County can complete the grant amendment request and move forward with a conceptual design.

Property Owner Name(s): Steven McKittrick
Address of property adjoining 11-Mile Creek: 9940 Bristol Park Rd
Cantonment FL 32533
Phone Number(s): 850 313 6949
Email address (optional): spmckitt@gmail.com
How many years have you lived at this location? 9 mos. ~~Yrs.~~

1. Are you current owner of the property? Yes: ☑ If no, please provide contact information of the owner above.

2. What type(s) of flooding have you experienced? Select and describe below:
   - ☐ Home flooding: Depth of flooding: _____ feet _____ inches
   - ☐ Severe yard flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Severe street flooding of extended duration: Depth of flooding: _____ feet _____ inches
   - ☐ Other: N/A Depth of flooding: _____ feet _____ inches

3. Are you willing to participate in an overall solution to flooding in the Bristol Park, Bristol Creek, Ashbury Hills subdivisions area of 11-Mile Creek? Yes: ☑ No: ☐

4. Are you will to sale the County you property to prevent future flooding: Yes: ☑ No: ☐

5. Are you willing to grant an easement of the wetland portion of your property to prevent future flooding of the area? Yes: ☑ No: ☐

Mail the completed questionnaire to the address listed above to attention Terri Berry, Chris Curb, or Stacey Ward. Responses to this questionnaire provide the Escambia County Engineering Department with valuable information to proceed with this project. Please feel free to contact us at the number listed above.

Duplication of Benefits

The Federal Emergency Management Agency has adopted a policy that prohibits duplication of benefits in the Hazard Mitigation Assistance Program that includes Flood Mitigation Assistance grants. The policy was developed in response to federal regulations that dictate the use of the primary funds used to mitigate property. The Federal Emergency Agency (FEMA) provides the following specific instructions in the Hazard Mitigation Assistance Program Guidelines for mitigation projects.

> In the administration of Flood Mitigation Assistance Program (FMA) grants, FEMA and the grantee should avoid any duplication of benefits with other forms of assistance. FEMA's policy on duplication of benefits for individuals and families is mandated by Section 312 of the Stafford Act and is set forth in 44 CFR 206.191. This Section of the FEMA regulations delineates a delivery sequence establishing the order in which the disaster relief agencies and organizations provide assistance to individuals and families. Programs listed later in the sequence are responsible for ensuring that they do not duplicate assistance which should be provided by a program listed earlier on the list (the program with primary responsibility).
>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes __1__ No _____

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ __0__.

3. Increased Cost of Compliance -The NFIP Increased Cost of Compliance (ICC) claim payment from a flood event may be used to contribute to the non-Federal cost-share requirements so long as the claim is made within the timelines allowed by the NFIP. ICC payments can only be used for costs that are eligible for ICC benefits; for example, ICC cannot pay for property acquisition, but can pay for structure demolition or relocation. In addition, Federal funds cannot be provided where ICC funds are available; if the ICC payment exceeds the required non-Federal share, the Federal funding award will be reduced to the difference between the cost of the activity and the ICC payment.
Have you received ICC payments? NA
If so, how much ICC funds have you received? _____
Do you plan on receiving ICC payment?_____
If so, how much ICC funds do you plan on receiving?_____

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: NA

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: NA

Owner Name:
Steve McKitfrick

Property Address:
9940 Bristol Park Rd

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

Steve McKitfrick _____

Signed Signed

Date 2-13-17

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 9940 Bristol Park Rd
Cantonment FL 32533

Owner(s) Mailing Address: same

Owner(s) Name(s): Steve McKittrick

Contact Telephone Number: 850 313-6949

Contact Email Address: spmcki60@gmail.com

The local government is required by FEMA to inform you that your participation in this project is voluntary. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Steve McKittrick — 2-13-17
Owner's Signature — Date

Owner's Signature — Date

Owner's Signature — Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Steven P. McKittrick	Steven P. McKittrick	12-19-60	2-13-17

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 9940 Bristol Park Road

Structure Data Summary			
Community			Escambia County
Address			9940 Bristol Park Road
Owner Name			Mckittrick
Total Square Footage			2675
Living Square Footage			1815
Year Built			2007
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$144,603.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$180,753.75
Direct Construction Costs [1]	*Quantity*	*Unit*	*Cost* [3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$12,893.50
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	972.78	SY	$4,503.96
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	8.76	1000 SF	$4,149.87
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$30,793.33
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$26,439.15**
Pre-Construction and Post-Construction Cost Estimates [2]	*Quantity*	*Unit*	*Cost* [3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	50 + FL Surcharge Fee		$52.70
Survey	2%		$528.78
Final Total Pre and Post-Construction Cost			**$674.18**
Closing Costs [4]	*Quantity*	*Unit*	*Cost* [3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$4.72
Property Tax (to be prorated)			$2,231.82
Recording Fees			$50.00
Final Closing Costs			**$3,086.54**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$222,603.63**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Property Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

Federal Emergency Management Agency

HAZARD MITIGATION GRANT PROGRAM APPLICATION DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Altman 2701 Woodbreeze Drive


04/03/2015 13:06


04/03/2015 13:07


04/03/2015 13:06


04/03/2015 13:06

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	031S311500013002
Account:	090238260
Owners:	ALTMAN WILBERT L & ALICE F
Mail:	2701 WOODBREEZE DR CANTONMENT, FL 32533
Situs:	2701 WOODBREEZE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$131,791	$165,041	$139,664
2015	$33,250	$126,129	$159,379	$138,694
2014	$24,938	$83,661	$108,599	$108,599

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2003	5219	207	$168,900	WD	View Instr
08/1990	2904	771	$115,000	WD	View Instr
03/1990	2845	128	$108,500	CT	View Instr
02/1989	2665	490	$19,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION,VETERANS

Legal Description

LT 13 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 5219 P 207

Extra Features

None

Parcel Information

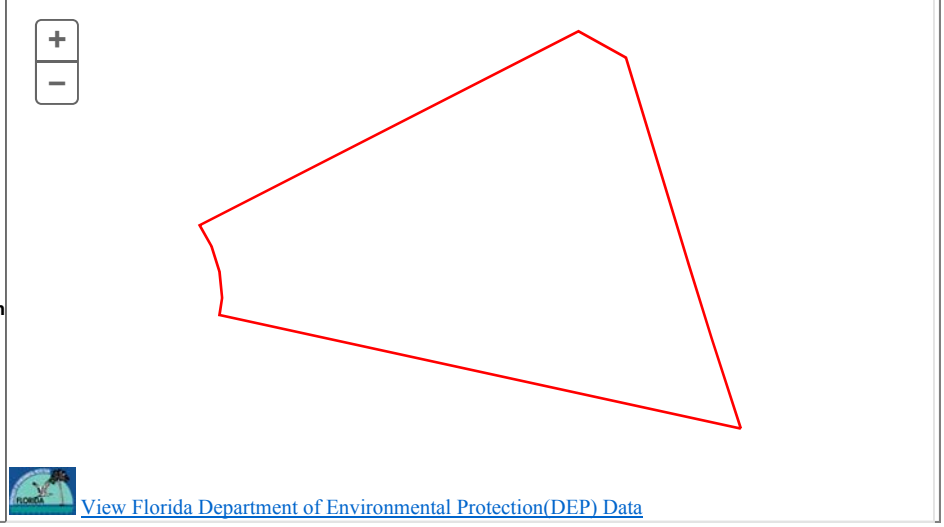
Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.4341

Zoned:
MDR

Evacuation & Flood Information
Open Report



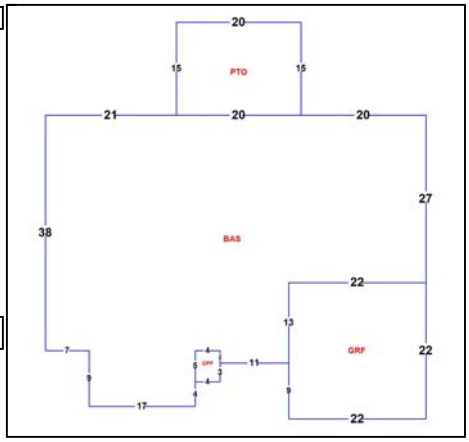
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2701 WOODBREEZE DR, Year Built: 1989, Effective Year: 1989

Structural Elements

DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP HI PTC*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3055 Total SF

BASE AREA - *2251*
GARAGE FIN - *484*
OPEN PORCH FIN - *20*
PATIO - *300*

Images



1/27/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Altman Parcel
2701 Woodbreeze Lane

N

30 15 0 30 Meters

Bristol Park A[redacted]536

Duplication of Benefits

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>
> In the case of flood-damaged property programs (Section 1362, Section 404, etc.), they are not listed in the delivery sequence, and therefore are positioned after the eight listed programs. This means that all eight programs listed in the sequence at 44 CFR 206.191 (d) are "primary programs" in relation to mitigation grant programs. The Flood Mitigation Assistance program is required to ensure that it does not duplicate assistance which should be provided by any of the eight primary assistance programs.

Certification of Funds Used

Receipt of or pending receipt of the following benefit amounts must be disclosed to the State of Florida

1. SBA Loans - A property owner who has an SBA loan on the property being acquired will either be required to repay the loan to SBA, or roll it over to a new property at closing. Yes _____ No X

2. Flood Insurance for Structure Repairs - That portion of a flood insurance payment that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property being acquired. If flood insurance funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount reinvested is $ none.

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Have you received ICC payments? No
If so, how much ICC funds have you received? none
Do you plan on receiving ICC payment? No
If so, how much ICC funds do you plan on receiving? none

4. FEMA Individual Family Grant and Emergency Minimal Repair Grant (EMR) - That portion of an IFG grant that a property owner has received or is eligible to receive intended to cover structural repairs to the property being acquired will be deducted from the purchase price of the property. Additionally, grants received from FEMA as part of Temporary Housing Assistance Program to quickly repair or restore owner-occupied primary residences to habitable and safe condition will be deducted from the purchase price of the property. If the funds have been reinvested into repairs to the property, this amount will not be deducted. Proof of reinvestment can be supplied through receipts for materials and/or labor, or through on-site verification. Amount received: none

5. FEMA Disaster Housing - FEMA Disaster Housing money received by the property owner will not be deducted if the property owner has used the grant for housing related expenses. These can include: transient accommodations while an existing home is being elevated or relocated; combining it with other funds to make more substantial home repairs; minor home repairs made to make a home more livable prior to a buyout offer; down payments toward the purchase of a new home; moving expenses; closing costs; insurance; and deposits. Amount received: none

Owner Name:	Property Address:
Wilbert K. Altman	2701 Wood Breeze Drive Cantonment, Fl. 32533

I hereby certify that the SBA Loans, Flood Insurance for Structure Repairs, FEMA Individual and Family Grant, Emergency Minimal Repair Grant (EMR) and FEMA Disaster Housing benefits defined above have been accurately reported and that the amounts not used for the purposes identified above have been fully disclosed.

/s/ Wilbert K. Altman

Signed

Signed

Date 2/19/15

Notice of Voluntary Interest

Escambia County
Hazard Mitigation Grant Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your flood losses. Signing this does not commit you to any action. Funding under the Hazard Mitigation Grant Program is not guaranteed.

Property Address: 2701 Wood Breeze Drive Cantonment, Fl. 32533

Owner(s) Mailing Address:
11805 N CR 250 Wellborn, Fl. 32094

Owner(s) Name(s):
Wilbert K. Altman

Contact Telephone Number: 850 292 2131

Contact Email Address: kenny.altman@yahoo.com

The local government is required by FEMA to inform you that your participation in this project is <u>voluntary</u>. Neither the *State* nor the *Escambia County* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Wilbert K. Altman — 2/19/15
Owner's Signature — Date

Owner's Signature — Date

Owner's Signature — Date

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

DECLARATION AND RELEASE

O.M.B. No. 1660-0002
Expires August 31, 2013

DECLARATON AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States.
- [ ] Print full name and age of minor child:I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household.
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
Wilbert K Altman	Wilbert K. Altman	08/31/1956	02/19/2015

INSPECTOR ID NO.	FEMA APPLICATION NO.	DISASTER NO.

ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

PRIVACY ACT STATEMENT

AUTHORITY: The Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended, 42 U.S.C. § 5121 -5207 and Reorganization Plan No. 3 of 1978; 4 U.S.C. §§ 2904 and 2906; 4 C.F.R. § 206.2(a)(27); the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193) and Executive Order 13411. DHS asks for your SSN pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3325(d) and § 7701(c) (1).

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality control purposes.

ROUTINE USE(S): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA - 008 Disaster Recovery Assistance Files System of Records (September 24, 2009, 74 FR 48763) and upon written request, by agreement, or as required by law.

DISCLOSURE: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0002) **NOTE: Do not send your completed form to this address.**

Cost Estimate to Acquire and Demolish 2701 Woodbreeze Drive

Structure Data Summary			
Community			Escambia County
Address			2701 Woodbreeze Drive
Owner Name			Altman
Total Square Footage			3055
Living Square Footage			2251
Year Built			1989
Property Appraised Value			
Escambia County Property Appraiser 2016 Certified Roll Assessment			$165,041.00
Property Appraiser Market Value Adjustment Factor			120%
Final Property Appraiser Just/Current Market Value			$206,301.25
Independent Appraised Value or Average Value of Independent Appraisals			$190,000.00
Direct Construction Costs[1]	*Quantity*	*Unit*	*Cost*[3]
Demolition/Removal (single family house)	1	1	$5,970.00
Slab demolition (based on total structure area square footage)	$4.82	SF	$14,725.10
Finish Grading - Total area plus 15 feet around the structure perimeter ($4.63 per SY)	798.78	SY	$3,698.34
Sodding - Total area plus 15 feet around the structure perimeter ($474 per 1000SF)	7.19	1000 SF	$3,407.59
Construction Waste (Rubbish Handling) - 6 CY dumpster	6	weeks	$3,276.00
Total Direct Construction Cost Estimate			$31,077.03
Location Modifier - Pensacola, FL			0.81
Escalation Factor 2014 to 2017 (estimated 2% increase per year)			6%
Final Total Structure Direct Construction Cost			**$26,682.74**
Pre-Construction and Post-Construction Cost Estimates[2]	*Quantity*	*Unit*	*Cost*[3]
Building Permitting Fee (Escambia County estimated $90 permit fee for demolitions)			$90.00
FL Surcharge Fee	3% of permit cost		$2.70
Demolition Fee	$50 + FL Surcharge Fee		$52.70
Survey	2%		$533.65
Final Total Pre and Post-Construction Cost			**$679.05**
Closing Costs[4]	*Quantity*	*Unit*	*Cost*[3]
Uniform Residential Appraisal Fee	$400.00	1	$400.00
Title Services and Insurance			$400.00
Escambia County Doc Stamps	$.70 per $100		$4.75
Property Tax (to be prorated)			$1,469.80
Recording Fees			$50.00
Final Closing Costs			**$2,324.55**
Grant Management			$11,650.00
Sub-Total Cost for Acquisition and Demolition			**$231,336.34**

Notes

1. Based on RSMEANS-Residential Cost Data 2014. SF and SY estimates based on Property Appraiser house layouts. 6% escalation used to bring 2014 RSMEANS numbers to 2017 values.

2. Lump sum/percentage of construction cost, based on RSMEANS- Residential Cost Data 2014 and Escambia County Permitting Information.

3. Costs are based on RSMEANS values and guidance provided from the Association for the Advancement of Cost Engineering for cost estimate classification accuracy.

4. Closing costs represent an estimate of the sellers responsibility and are based on estimated percentages of the Independent Appraiser assessed value. Property taxes are estimated based on 2016 taxes due.

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:	2701 Woodbreeze Drive Cantonment, Florida 32533	B&A Job#:	RE16JP8635
		Effective Date of Value:	September 6, 2016
County:	Escambia	Date of Inspection:	September 6, 2016
Tax Parcel #:	03-1S-31-1500-013-002	Nature of Subject Property:	Single Family Dwelling
Owner:	Wilbert L. and Alice F. Altman	Property Rights Appraised:	Fee Simple

SUBJECT PROPERTY

The subject property is comprised of an 18,663 SF parcel improved with a detached 2,258 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

ONE HUNDRED NINETY THOUSAND DOLLARS
$190,000

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. **We are aware flooding issues have impacted the surrounding area. Our value is predicated on the extraordinary assumption that the flooding issues that impacted the surrounding area have been rectified and no flood stigma exists.**

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 August 2, 2003 when Wilbert L. and Alice F. Altman acquired the subject property from Marion L. and Joyce E. Shaffer for $168,900 via a Warranty Deed recorded in OR Book 5219, Page 0207.

NEIGHBORHOOD & MARKET ANALYSIS

Comments: The subject neighborhood is located just north of Pensacola, FL and is bound to the west by the Alabama state line, to the north by the rural areas of North Escambia County, to the east by US Hwy 29 and to the south by Michigan Ave. The area is a suburban location to the more populous areas in the City of Pensacola. This is a popular area and there is abundant residential and commercial growth seen throughout the neighborhood. The primary traffic corridor through the neighborhood is W 9 Mile Road. Commercial uses area located along 9 Mile Road while residential development is typically seen in neighborhoods located off of the primary roadways. Residential support services are seen throughout the neighborhood including, retail, grocery, convenience stores, hospitals, doctors and professional offices.

PROPERTY DESCRIPTION

Assessment/Taxes	$165,041 / $1,517.44	Utilities	All available
Site Size:	18,663 SF per plat	Zoning	MDR, Medium Density Residential
FEMA Flood Zone	"X"	Soil Type	Garcon-Bigbee-Yemassee complex, occasionally flooded (poorly drained) and Hurricane and Albany soils (somewhat poorly)
Site Frontage	35.29-ft Woodbreeze Dr	Road Type	Typical 2-lane asphalt paved roads
Property Type	Detached Single Family	Current Use	Single Family Residential
Building Area (SF)	2,258-SF	Source of Bldg. Area	Appraiser's measurements
Year Built	1989 (per Assessment)	Conformance to Zoning	Conforming
Effective Age	15-years	Rem. Econ. Life	45-years
Bedroom/Bath Count	3-bed / 2.5-bath	Occupancy	Owner
Quality	Average	Condition	Average
Foundation	Concrete	Wall and Roof Covering	Brick exterior and composition shingle roof
Ceiling & Wall Coverings	Finished drywall	Flooring	Carpet, linoleum and ceramic tile
Doors	Wood, metal and glass entry doors	Windows	Insulated windows in aluminum frames
HVAC	Central HVAC	Lighting	Mix of incandescent, recessed and fluorescent fixtures
Appliances & Fixtures	Average quality	Parking	2-Garage

Comments about the subject property: The site is level throughout. The site is dry and appears to have benefitted from prior fill activity. There is wood privacy fencing along the rear boundary that fronts on Highway 297. The road noise was evident from this location. We found the exterior of the dwelling to be in average condition with minor deferred maintenance. The interior of the dwelling was in average condition but appears dated in comparison to some of the comparables. Minor items of deferred maintenance evident during our inspection were wood rot around a door frame leading into the garage and water staining along the front wall in the living room at the fireplace. We estimate an effective age of 15 years despite its actual age of 27 years due to adequate maintenance. The dwelling also features a 431 SF two car garage, and a 300 SF patio and a 20 SF covered entry. Our photography includes the exterior door frame to the garage and the stained sheetrock along the living room ceiling.

HIGHEST AND BEST USE

Comments: Based on the zoning classification, the specific design of the structure, and the surrounding uses the maximally productive use of the subject is deemed to be to for continued occupancy as a single family residential dwelling.

THE SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property. We have gathered several sales and listings of comparable properties within the subject's general area, but have relied upon the most similar comps in arriving at an indication of value for the subject. Data sheets relative to these comps are attached.

Below are sales comparison grid(s) that summarize the amenities of the subject property and those of the comps that are perceived to cause variation in price. A unit of comparison is identified in the grid(s). A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust the comps for size.

The grid also summarizes adjustments made by the appraiser to arrive at an indicated value of the subject property. Adjustments are applied to the calculated unit of comparison to account for observed differences between the subject and the comps. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sale price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject, the sale price of the comparable sale is increased. The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.
Following are the adjustment grids.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

IMPROVED RESIDENTIAL SALES COMPARISON APPROACH

Select Unit of Comparison: Total Price

Justification for Unit of Comparison: Whole transactions are typical in the marketplace.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		COMPARABLE NO. 4	
Address	2701 Woodbreeze Dr Cantonment, FL	2730 Ashbury Lane Cantonment, FL		10011 Bristol Park Rd Cantonment, FL		10070 Bristol Park Rd Cantonment, FL		10020 Bristol Park Rd Cantonment, FL	
Proximity to Subject	N/A	0.50-mile SE		Same Development		Same Development		Same Development	
Sales Price	N/A		$192,000		$210,000		$220,000		$223,000
Price/Gross Living Area		$78.24		$95.72		$88.96		$94.29	
Verification Source	N/A	MLS# 473483, Agent		MLS# 478324, Agent		MLS #494386, Agent		MLS #493594, Agent	
OR Book/Page	N/A	OR Book 7368, Page 1406		OR Book 7342, Page 601		OR Book 7494; Page 1395		OR Book 7546; Page 1656	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust	DESCRIPTION	+/-$ Adjust
Sale/Financing Concessions		None		None		None		None	
Date of Sale/Time		Jun-15		May-15		Mar-16		Jun-16	
Location	Bristol Park	Similar		Similar		Similar		Similar	
Financing	All Available	Similar		Similar		Cash to seller		Similar	
Conditions of Sale	Arm's Length	Arm's Length		Arm's Length		Arm's Length		Arm's Length	
Buyer Expenditures	None	None		None		None		None	
Time/Mkt Conditions	Aug-16	Unknown		Unknown		6-DOM		85-DOM	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Site	18,663-SF +/-	13,990-SF +/-		19,166-SF +/-		28,445-SF +/-		34,159-SF +/-	
View	Residential	Residential		Residential		Residential/Buffer	-$5,000	Residential/Buffer	-$5,000
Design and Appeal	Brick/Average	Brick/Average		Brick/Average		Brick/Average		Brick/Average	
Quality of Construction	Average	Average/Similar		Average/Similar		Good/Superior	-$5,000	Good/Superior	-$5,000
Age	A27/E15	A26/E15		A23/E5	-$10,000	A19/E5	-$10,000	A24/E5	-$10,000
Condition of Prop.	Deferred Maint.	Similar		Superior	-$1,000	Superior	-$1,000	Superior	-$1,000
Room Count	3 2.5	4 2.0	$2,500	4 2.0	$2,500	4 2.0	$2,500	3 2.0	$2,500
Gross Living Area	2,258	2,454	-$4,900	2,194		2,473	-$5,375	2,365	-$2,675
Bsmnt/Finished Below Grd	None	None		None		None		None	
Functional Utility	Average	Average		Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central		FWA/Central		FWA/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical		Typical	
Garage/Carport	2-Garage	2-Garage		2-Garage		2-Garage		2-Garage	
Porch, Patio, Deck, Fireplace(s), etc.	Patio, fireplace	Sunroo,m, fireplace		Inground pool, outbuilding, fireplace	-$15,000	Sunroom, deck, outbuilding, fireplace	-$5,000	Gazebo, outbuilding, screened porch	-$15,000
Net Adj. (total)			-$2,400		-$23,500		-$28,875		-$36,175
Adjusted Sales Price	Net % Adjustment	-1%		-11%		-13%		-16%	
of Comparable	Gross % Adjustment	4%	$189,600	14%	$186,500	15%	$191,125	18%	$186,825

Analysis of Sales: The selected comps represent sales of competitive residential dwellings in the subject area. Comps 3 and 4 have superior locations that back up to a greenbelt and offer an insulated buffer, thus a negative adjustment is applied. Comps 3 and 4 have superior interior finishes and are adjusted negatively. Comps 2, 3 and 4 have lower effective ages and we apply a negative adjustment. As discussed we saw minor items of deferred maintenance which are typical of dwellings with a similar effective age as the subject. Comps 2, 3 and 4 were in superior condition and each is adjusted negatively based on our estimation of a cost to cure the subject's minor deferred maintenance. A positive adjustment is applied to each of the comps for differences in the number of bathrooms. Comps 1, 2 and 3 are adjusted to account for differences in gross living area. Adjustments are applied to three of the comps to account for differences in amenity when compared to the subject property. The adjustment to Comp 3 is modest as the sunroom is included in the gross living area and the adjustment accounts for the deck, outbuilding and fireplace. Also Comp 1 is not adjusted because the sunroom is included in the gross living area. The adjusted comps provide a range of values from $186,500 to $191,125 and average $188,512. We reconcile at a rounded $190,000 for the subject property.

MARKETING AND EXPOSURE TIME

The marketing period is estimated at: six to twelve months	The exposure period is estimate at: six to twelve months

LAND VALUATION – SALES COMPARISON APPROACH

Analysis of Land Sales and Reconciliation:

COST APPROACH

Replacement-Cost-New		$ -
Less Depreciation		
Physical	$0	
Functional	$0	
External	$0	
Total Depreciation		$ -
Depreciated Cost of Building Improvements		$ -
Depreciated value of site improvements*		
Land Value Opinion		
Entrepreneurial Profit 0%		$ -
Indicated Value by Cost Approach		$ -
Indicated Value by Cost Approach "R"		

Comments on Costs, Depreciation, Stories, etc… We have not utilized a Cost Approach in this appraisal because of the age of the improvements.

Analysis of cost data and reconciliation:

INCOME CAPITALIZATION APPROACH

Income		
Potential Gross Income:		$ -
Other Income		$ -
Gross Income:		$ -
Less Vacancy/Collection Loss @		$ -
Effective Gross Income		$ -
Expense Reimbursements		$ -
Total Income		$ -
Operating Expenses		
Reimbursed Expenses:		
Property Taxes	$ -	
Insurance	$ -	
Total Reimbursed Expenses:	$ -	
Non Reimbursed Expenses:		
Management/Payroll		
Property Taxes		
Building Insurance		
Maintenance		
Reserves		
Miscellaneous (Legal, Acct., etc.)		
Total Non Reimbursed Expenses	$ -	
Total Expenses		$ -
Net Operating Income		$ -
Estimated Value by Direct Capitalization*		
Estimated Value by Direct Capitalization "R"*		**$ -**

Comments on Income, Rents, etc. We have not utilized an Income Capitalization Approach or a Rent Multiplier Approach in this appraisal of a single-family residence because: (1) there is an inadequate number of comparables in the marketplace that have sold while rented in order to produce indications of a credible multiplier AND/OR (2) the market indications for the multiplier are so divergent and occupy such a wide range as to be inconclusive AND/OR (3) the motivations of buyers and sellers in the market place are not for investment/income production, but rather for occupancy and amenity.

Vacancy Expenses and Cap Rate: n/a

Analysis of income data and reconciliation: n/a

FINAL RECONCILIATION

The indications of value by the various approaches are:

Sales Comparison:	$190,000
Income	Not Used
Cost	Not Used

With all weight placed on the sales comparison approach, as it is the most applicable approach, we reconcile at $190,000 for the subject property. (Fee-Simple)**.**

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) **buyer and seller are typically motivated;**
2) **both parties are well informed or well advised and each acting in what they consider their own best interests;**
3) **a reasonable time is allowed for exposure in the open market;**
4) **payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and**
5) **the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.**

(USPAP, as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/12-12/31/13).)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. **.This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**
2. **No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.**
3. **The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.**
4. **Responsible ownership and competent property management are assumed unless otherwise stated in this report.**
5. **The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.**
6. **All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.**
7. **It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.**
8. **It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.**
9. **It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.**
10. **It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.**
11. **Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.**
12. **It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.**
13. **The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.**
14. **Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.**
15. **Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.**
16. **The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.**
17. **Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.**
18. **Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.**

SCOPE AND EXTENT OF DATA COLLECTION AND ANALSIS

The SCOPE of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, County Property Appraiser, Planning and Zoning Department, County Public Records, County Tax Collector, GIS and aerial maps and local utility companies. Secondary data was obtained from the Chamber of Commerce, Realtor Publications, and Metro Market Trends (a local data base company).

This firm has completed numerous appraisal assignments in the subject neighborhood, and we have compiled considerable data for it. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing this appraisal analysis.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography. The appraisers together certify that the property has been inspected sufficiently to insure that a credible value opinion has been achieved.

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search for comparable land sales was limited to the areas proximate to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. Data sources employed for the selection of comparable sales included the Multiple Listing Services for Pensacola and Metro Market Trends (regional data base). Additional Comments on scope:

CERTIFICATION

We certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection for the property that is the subject of this report. Associate Appraiser John Price, Florida Registered Trainee Appraiser RI23955 conducted an intensive inspection of the subject property including measuring the building, on site photographing, and describing the real estate. R. Shawn Brantley, MAI, CCIM, M.S. Florida Certified General Appraiser RZ289 conducted a more cursory inspection from the street and reviewed maps, aerials, descriptions, and photography.
9. No one provided significant professional assistance to the person(s) signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; David Singleton, MAI, MBA, FL Cert Gen RZ 3501 & AL Certified General Real Property Appraiser G01003; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; Rosanna Banks, Clerical and Davis Allen, Clerical. Any Trainee contributing to this report has contributed no more than 16 hours in the appraisal process.
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, and David C. Singleton, MAI have the completed the requirements of the continuing education program of the Appraisal Institute.
14. This assignment was made subject to regulations of the State of Alabama Real Estate Appraisers Board. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a "certified appraisal" .
15. We certify that we have not appraised this property within the previous three years.
16. I certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling our opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.
17. I am (We are) competent to appraise this property.

Signature	R. Shawn Brantley, MAI	John Price
Name	R. Shawn Brantley, MAI, CCIM	John Price
License	State Certified General Appraiser, FL #RZ289	State Registered Trainee Appraiser, RI23955, FL
State	State Certified General Real Property Appraiser, AL G00419	Trainee Real Property Appraiser, T02003, AL

ADDENDA

Subject Photographs

Photographs of subject 9/6/16



Viewing west along Woodbreeze Drive, subject not in photo



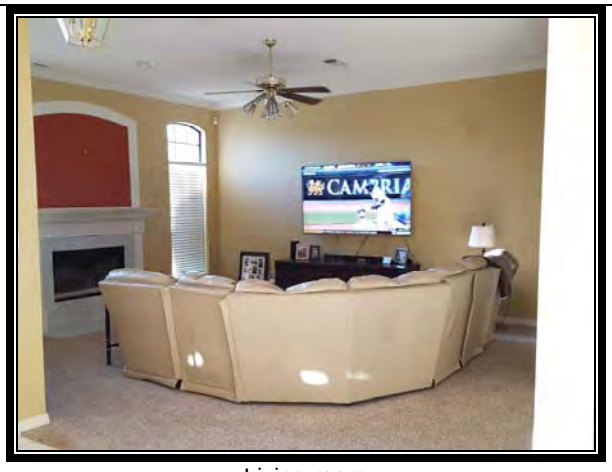
Viewing east at subject property from Woodbreeze Drive



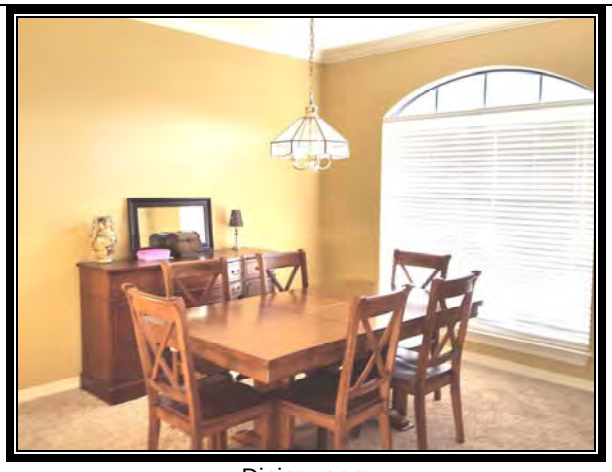
Viewing northwest at rear of subject property.



Viewing north at rear yard.



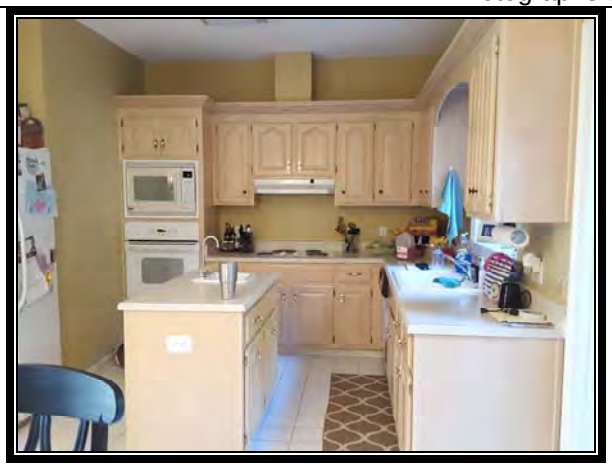
Living room



Dining room

Subject Photographs

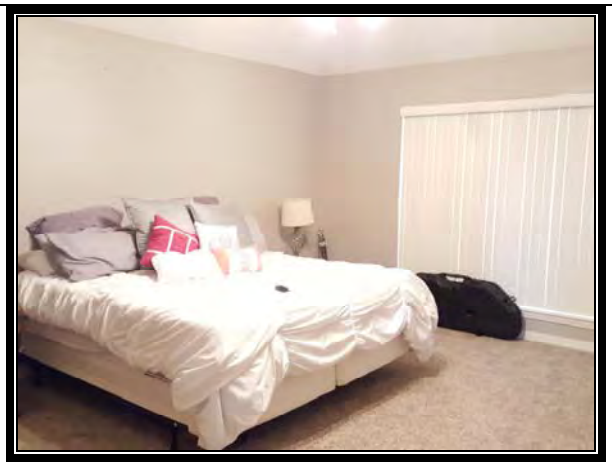
Photographs of subject 9/6/16



Kitchen



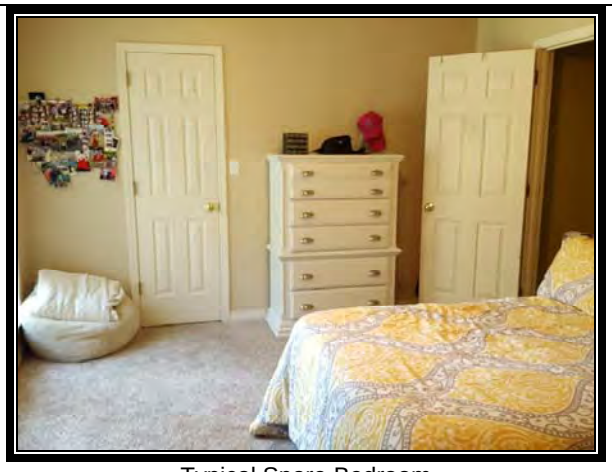
Family room



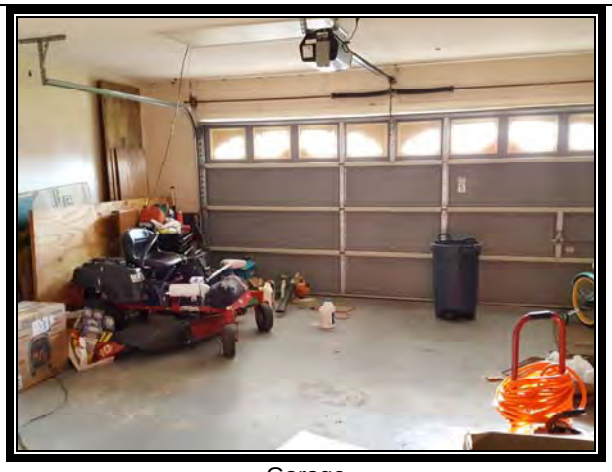
Master bedroom



Master bathroom



Typical Spare Bedroom



Garage

Subject Photographs

Photographs of subject 9/6/16

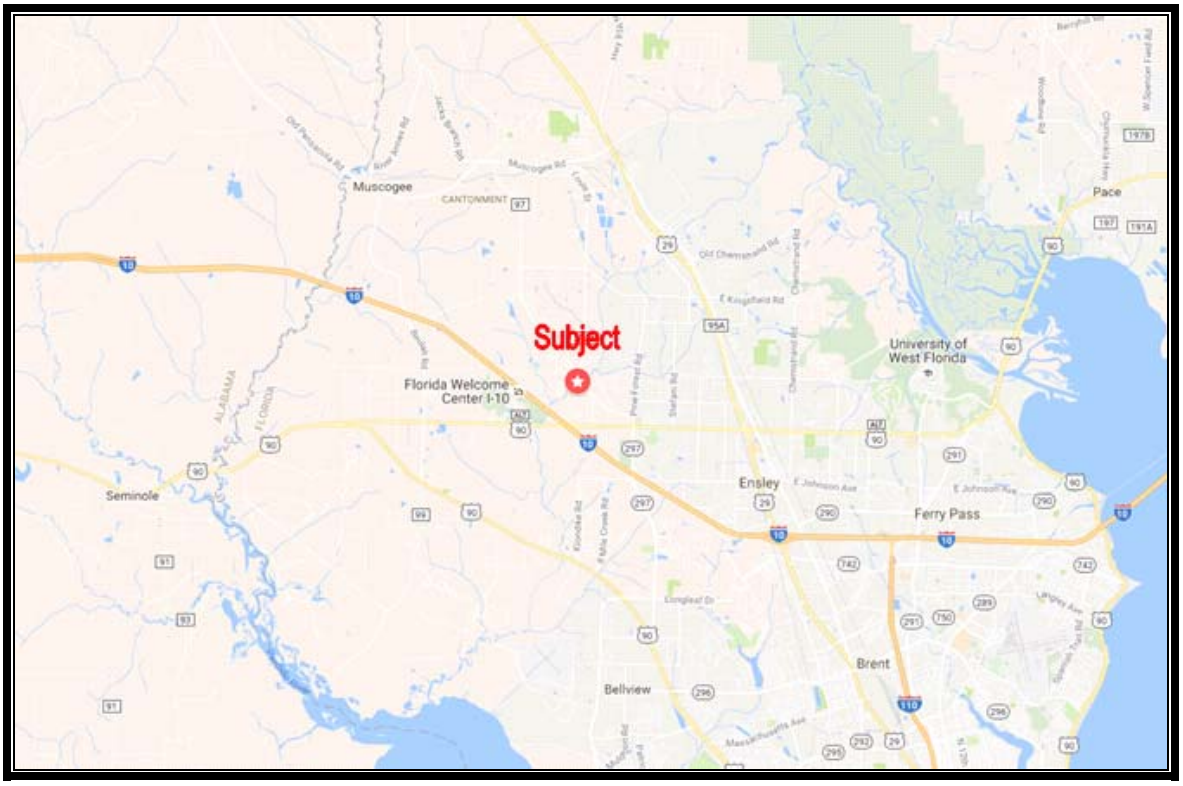


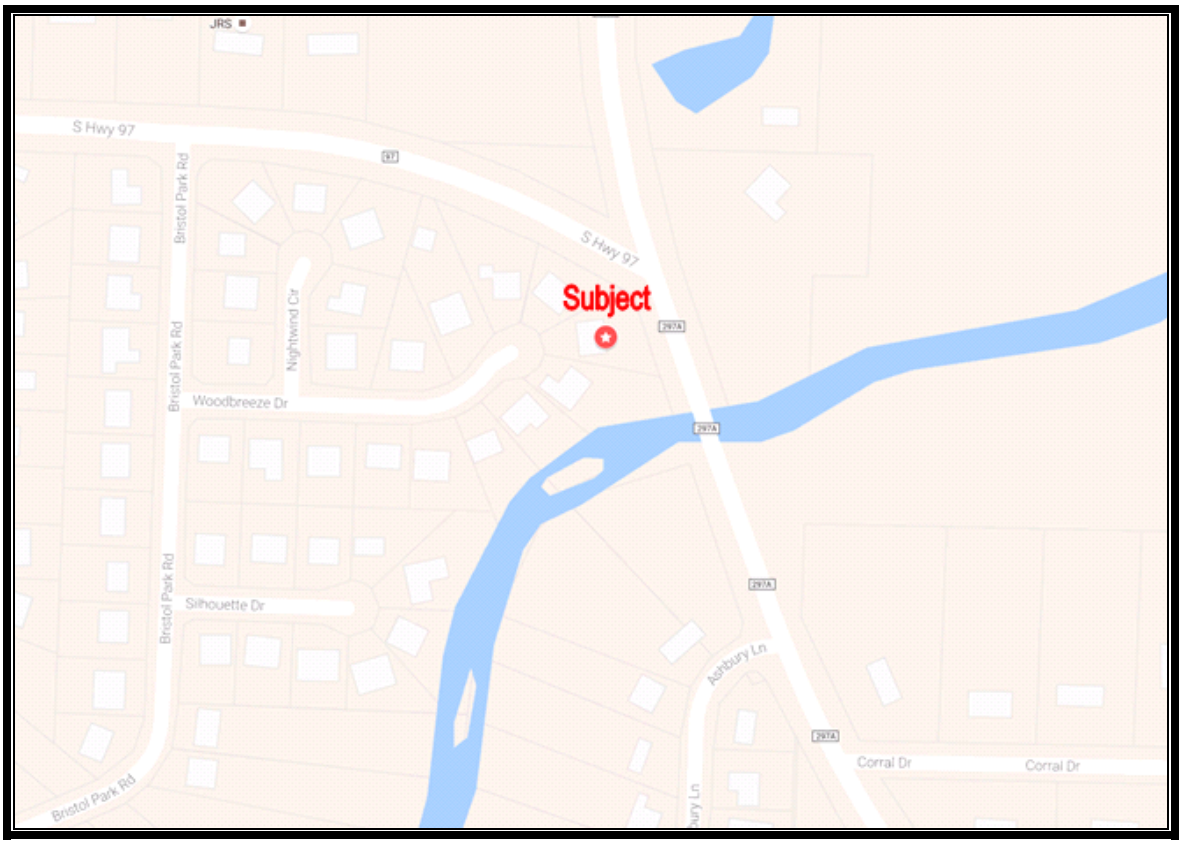
Wood rot on door at side entry to garage



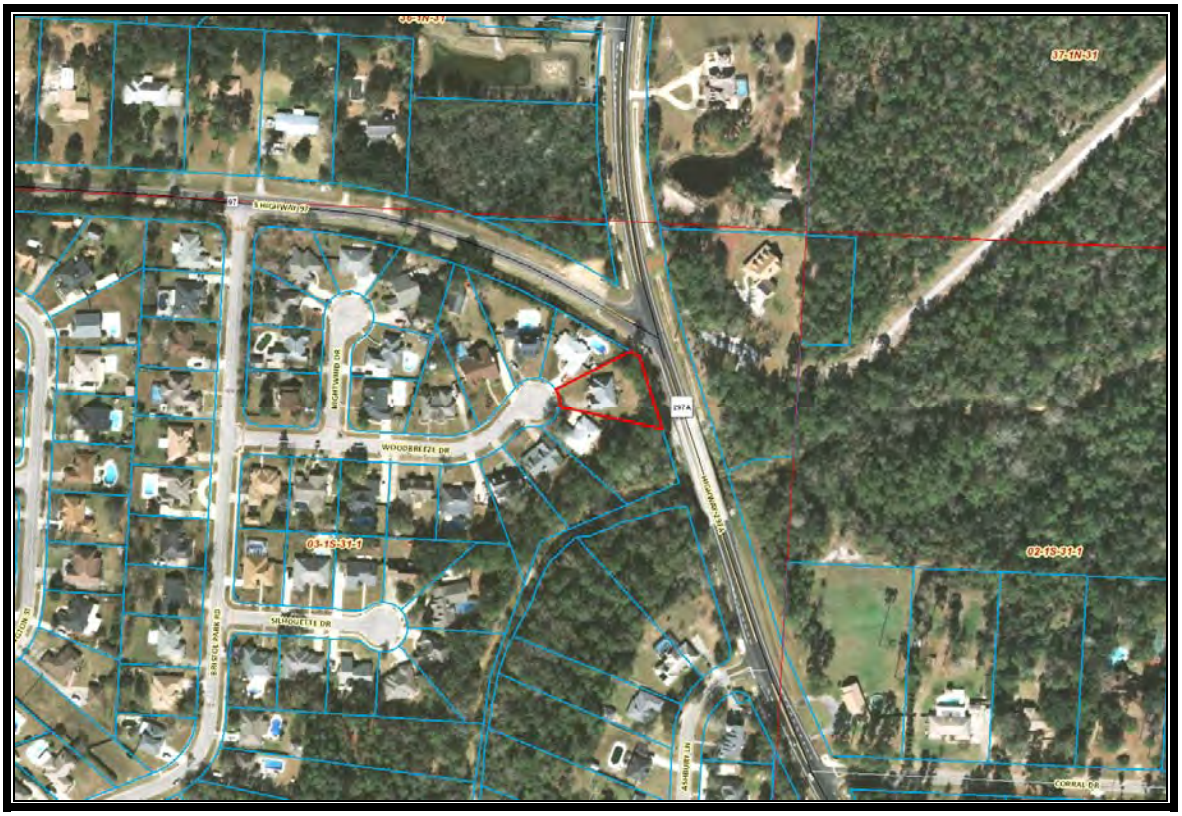
Water staining along the ceiling in living room

LOCATION MAP OF SUBJECT PROPERTY



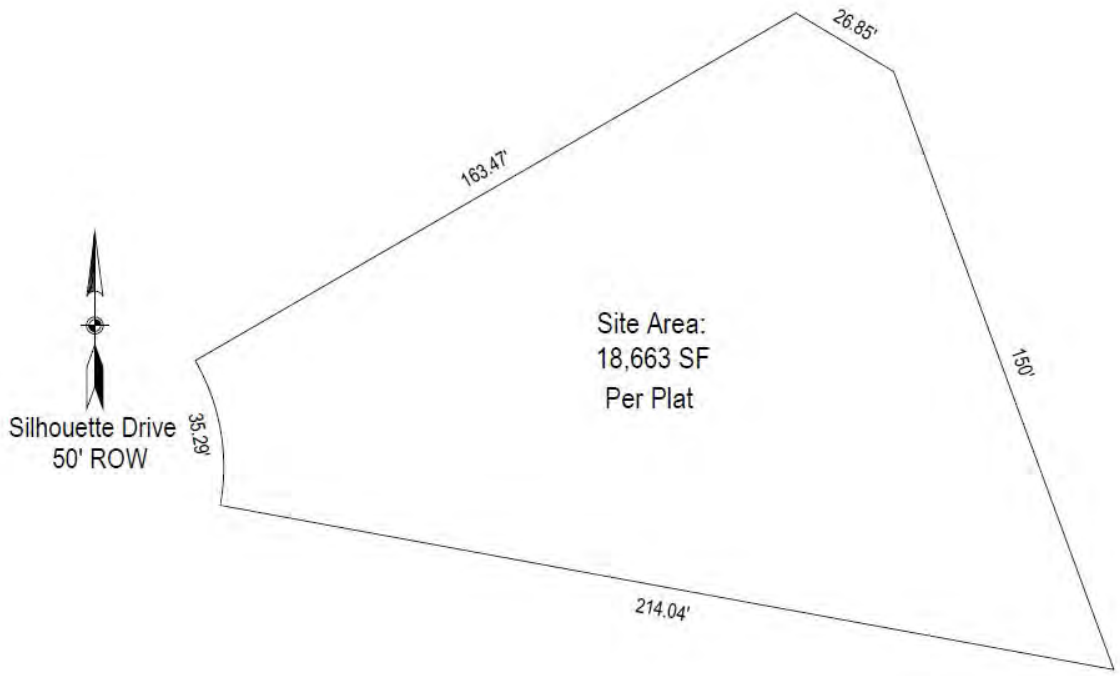


AERIAL MAP OF SUBJECT AND NEIGHBORHOOD

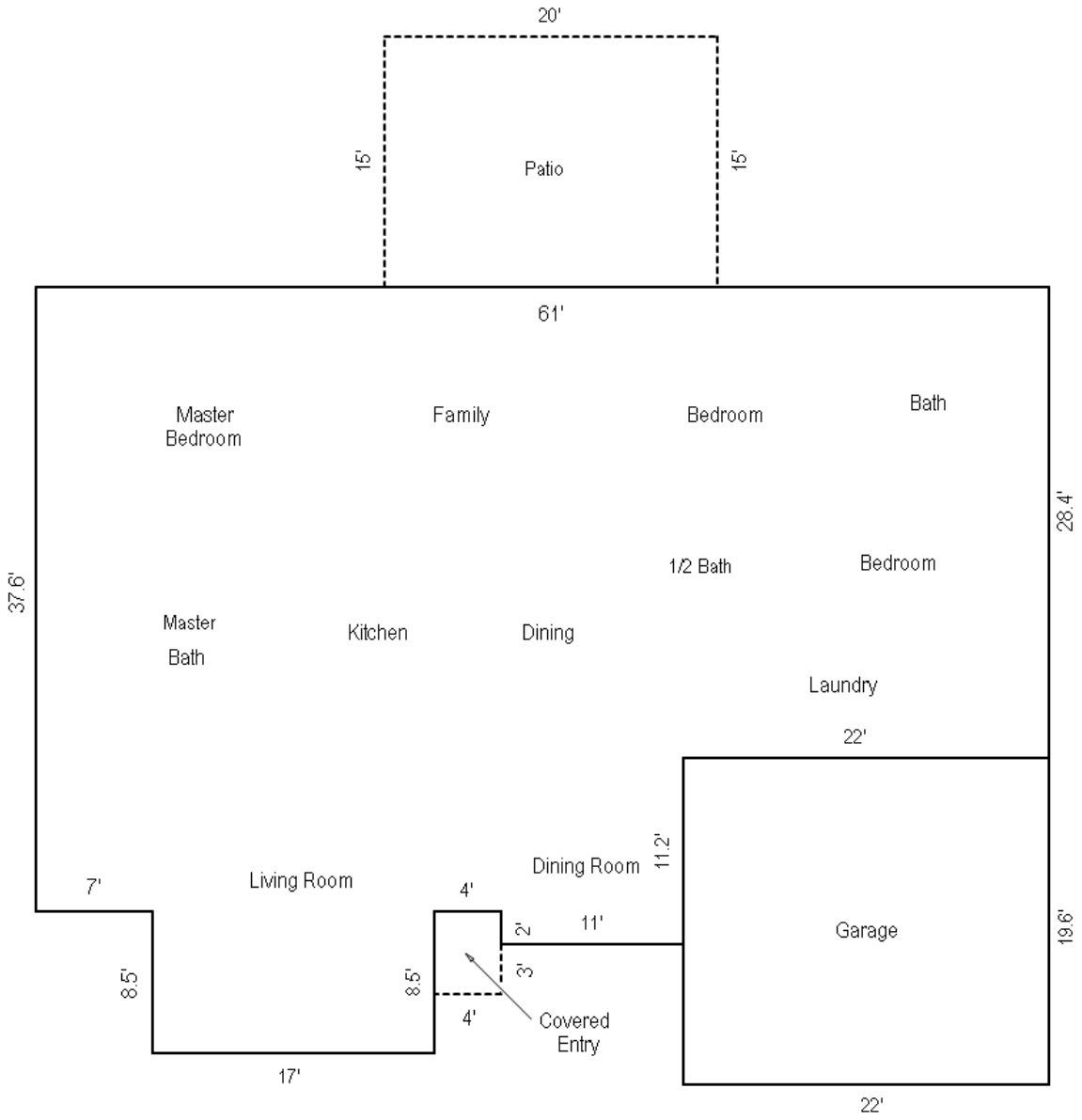




SKETCH OF SUBJECT SITE



SKETCH OF IMPROVEMENTS



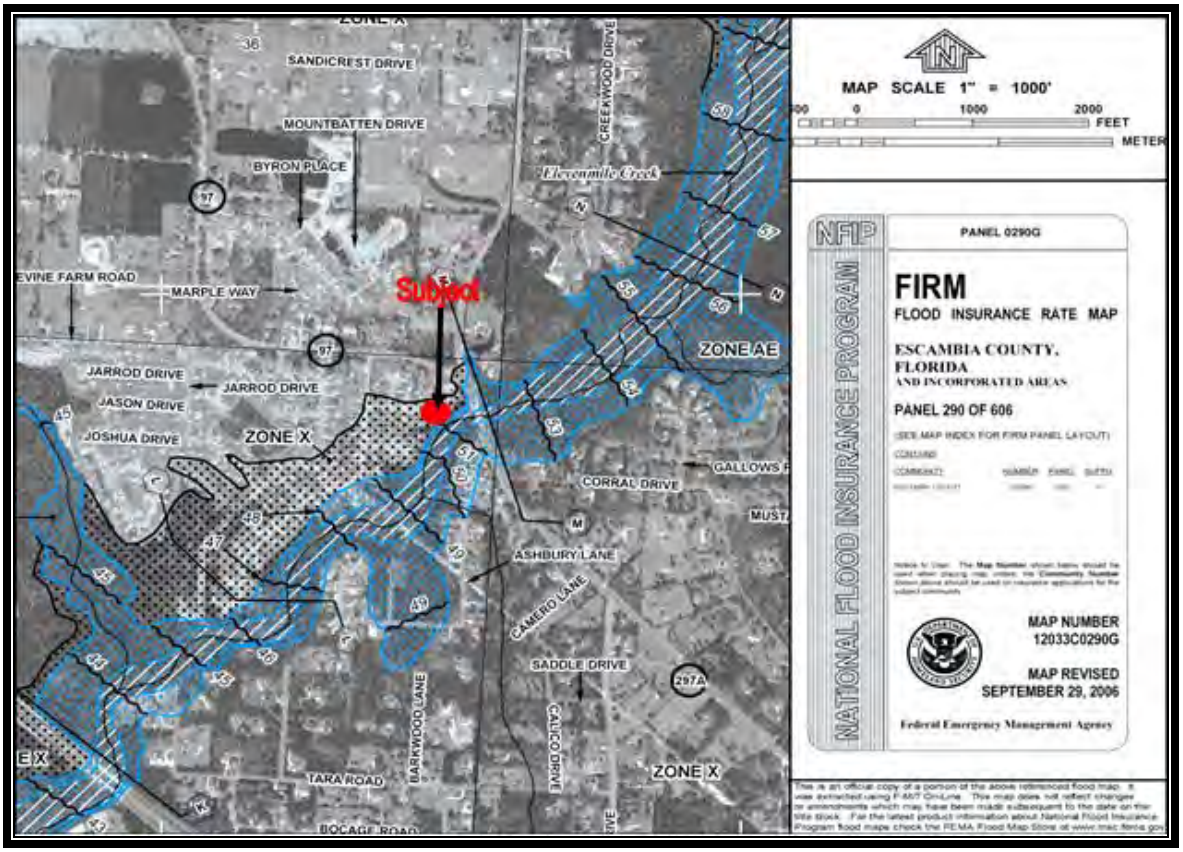
IMPROVEMENTS	
Dwelling	2,258 -SF
Garage	431 -SF
Patio	300 -SF
Covered Entry	20 -SF

SOIL SURVEY MAP



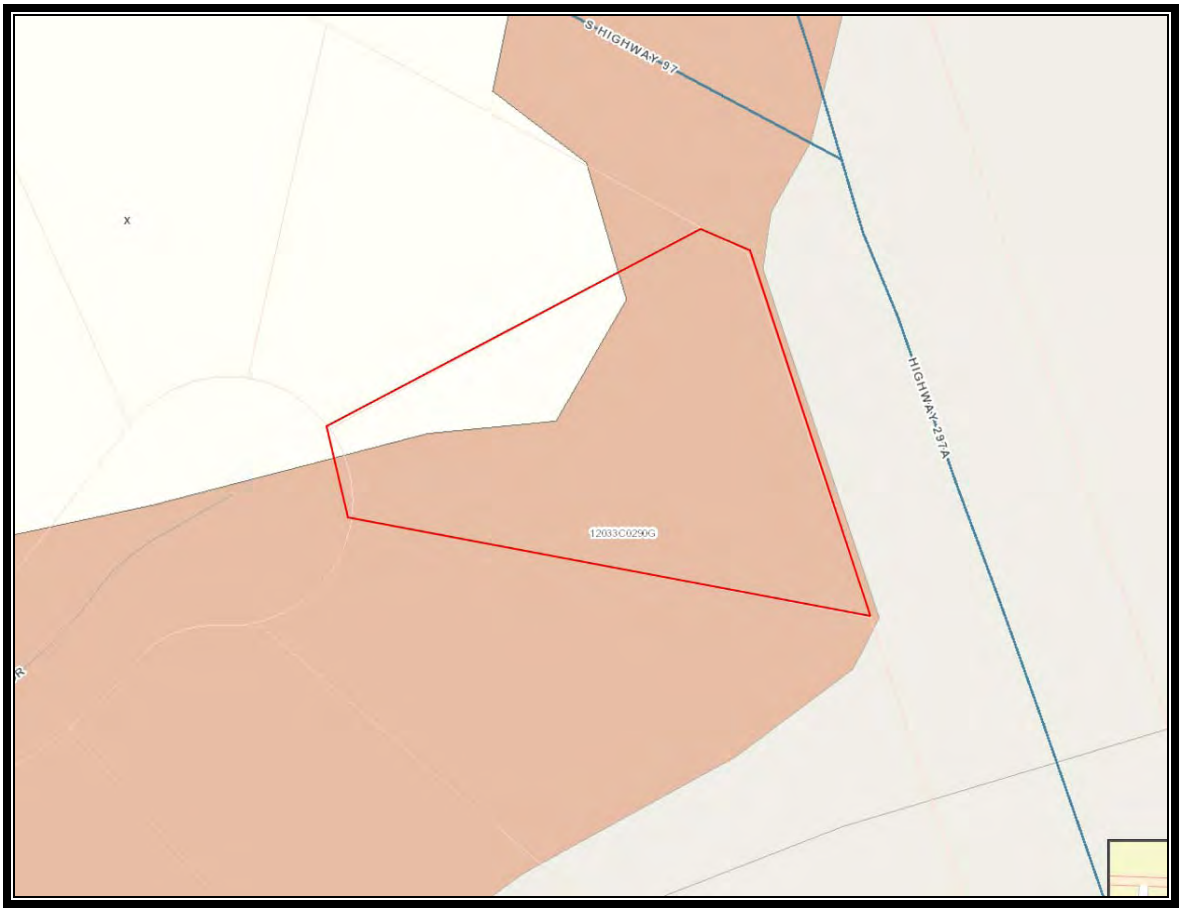
Number	Soil	Slope %	Drainage	Soil Material and Characteristics
46	Garcon-Bigbee-Yemassee complex, occasionally flooded	0-5	Poorly Drained	This map unit consists of the somewhat poorly drained Garcon and Yemassee soils and the excessively drained Bigbee soil. It is on flood plains and low terraces in the central and northern parts of the county. This map unit is suited to pines and hardwoods. The potential productivity is moderately high for slash pine, longleaf pine, loblolly pine, and hardwoods. The main management concerns are an equipment limitation, seedling mortality, and plant competition. The seasonal high water table and the flooding restrict the use of equipment to periods when the soils are dry. This map unit is not suited to most urban and recreational uses. The flooding and wetness are severe limitations affecting most uses. Buildings can be elevated above the expected level of flooding by constructing them on pilings or on well-compacted fill.
47	Hurricane and Albany soils	0-5	Somewhat poorly drained	Located on low terraces that parallel the Escambia and Perdido Rivers in the central and northern parts of Escambia County. Has very low water capacity, moderate permeability and occasionally floods for brief periods. Poorly suited for cultivated crops, recreational uses and most urban uses due to wetness and occasional flooding. Suited for pasture and hay and well suited for growth of slash, loblolly and longleaf pines.

FEMA FLOOD MAP OF SUBJECT PROPERTY



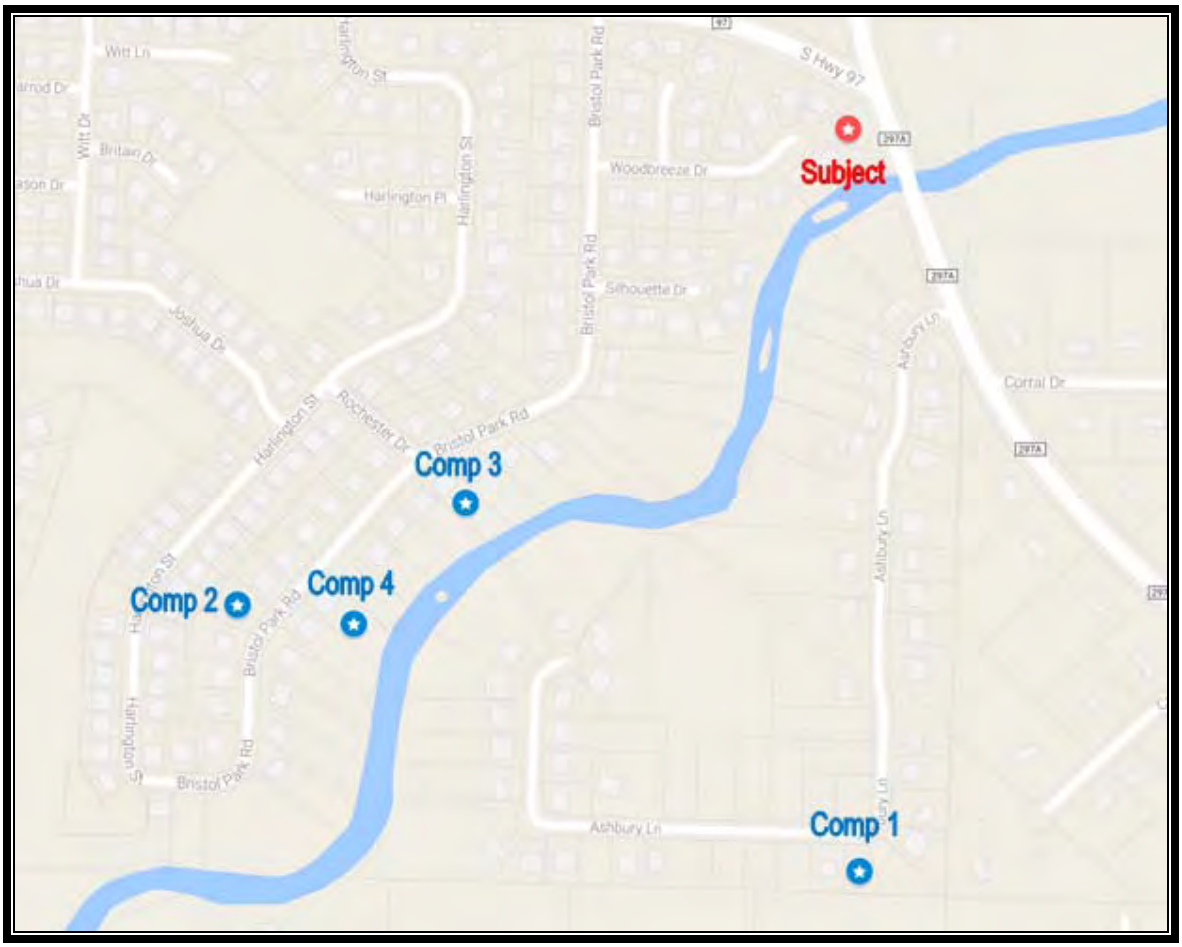
The subject site is contained on FEMA Map Panel 12033C0290G, dated 9/29/2006. According to the map panels, the entire subject property is located in an “X” and “AE” flood zone.

ESCAMBIA COUNTY FLOOD MAP OF SUBJECT PROPERTY



The grapic above is an excerpt from the Escambia County GIS indicating flood mapping for the subject (outlined in red) and the surrounding area. The Escambia County Flood Map indicates the north westernmost area of the subject property is located in a Flood Zone X with the bulk southeast portion is located in an area of 0.2 percent annual chance of flooding.

LOCATION MAP FOR SUBJECT AND IMPROVED COMPARABLES



PHOTOGRAPH OF IMPROVED COMPARABLE 1



AERIAL MAP OF IMPROVED COMPARABLE 1



PHOTOGRAPH OF IMPROVED COMPARABLE 2



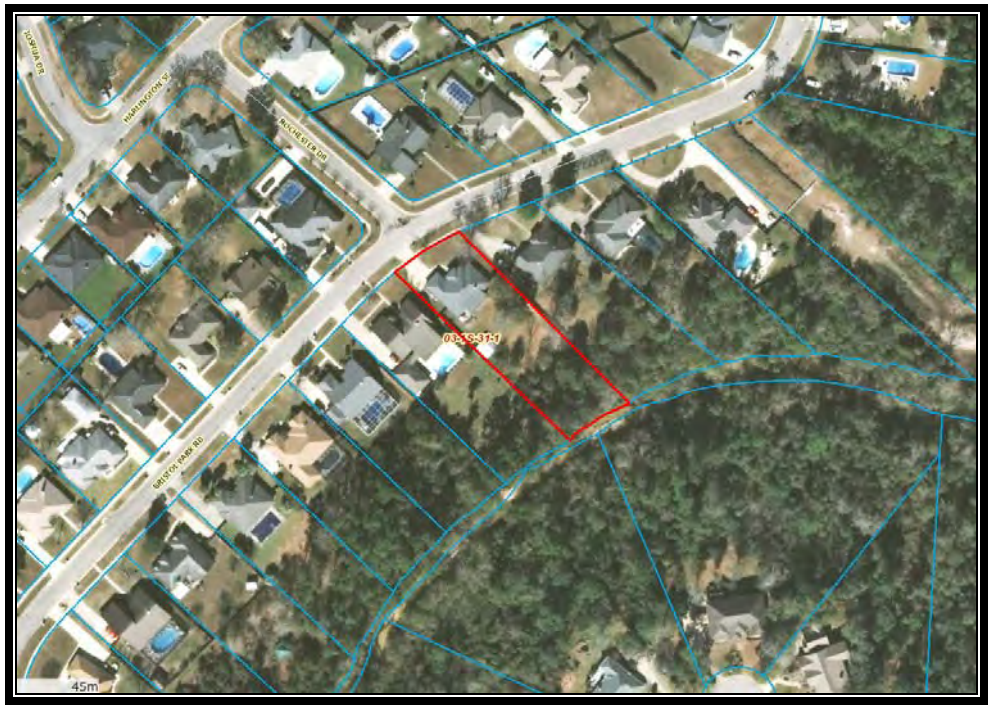
AERIAL MAP OF IMPROVED COMPARABLE 2



PHOTOGRAPH OF IMPROVED COMPARABLE 3



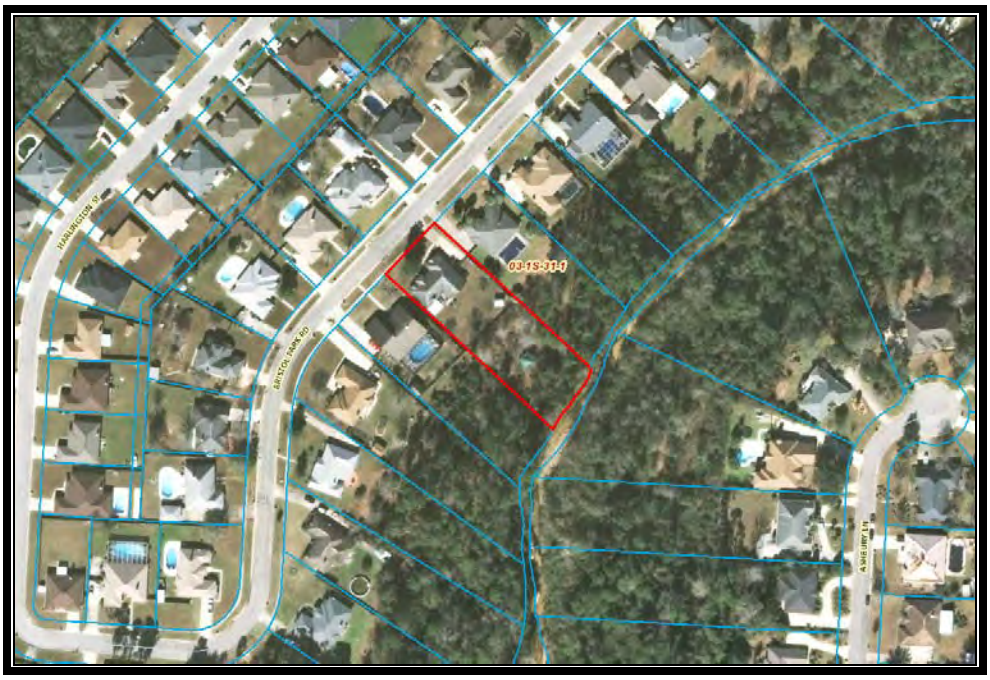
AERIAL MAP OF IMPROVED COMPARABLE 3



PHOTOGRAPH OF IMPROVED COMPARABLE 4



AERIAL MAP OF IMPROVED COMPARABLE 4



(3)

Return to and Prepared By:
CHELSEA TITLE AGENCY OF NORTHWEST FLORIDA, INC.
4300 BAYOU BOULEVARD, STE 17-E
PENSACOLA, FL 32503
incidental to the issurance of a title insurance policy.
File Number: **03-5174-ls**
Parcel ID #: **03-1S-31-1500-013-002**

OR BK 5219 PG0207
Escambia County, Florida
INSTRUMENT 2003-136491

DEED DOC STAMPS PD @ ESC CO $1182.30
08/20/03 ERNIE LEE MAGAHA, CLERK
By:

15.00
1182.30
2.00

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated August 2, 2003
by **Marion L. Shaffer, a/k/a Marion Louis Shaffer and Joyce E. Shaffer, a/k/a Joyce Elaine Shaffer, husband and wife**
whose post office address is:
,, 3867 Darston St., Palm Harbor, FL 34685
hereinafter called the GRANTOR, to
Wilbert Jr. Altman and Alice F. Altman, husband and wife
whose post office address is:
2701 Woodbreeze Drive Cantonment FL 32533
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

Lot 13, Block B, Bristol Park - Unit 1, being a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida, according to plat recorded in Plat Book 13, Page 100 of the public records of said County.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2003 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed in the presence of the following witnesses:
(as to Marion L. Shaffer)
Witness Signature: Alexis Bolin
Print Name: ALEXIS BOLIN

Marion L. Shaffer by Joyce E. Shaffer
Marion L. Shaffer

Witness Signature: Lisa M. Mix
Print Name: LISA M. MIX

(as to Joyce E. Shaffer)
Witness: Alexis Bolin
ALEXIS BOLIN

Joyce E. Shaffer
Joyce E. Shaffer

Witness: Lisa M. Mix
LISA M. MIX

--SEE PAGE 2 HEREOF FOR NOTARY ACKNOWLEDGEMENT--

OR BK 5219 PG0208
Escambia County, Florida
INSTRUMENT 2003-136491

Warrany Deed
Page -2-

State of **Florida**
County of **Escambia**

I am a notary public of the state of **Florida**and my commission expires: _____ THE FOREGOING INSTRUMENT was acknowledged before me on August, 2003, by:
Marion L. Shaffer, a/k/a Marion Louis Shaffer .
who is personally known to me or who has produced **Driver's License** as identification and who **Did** take an oath.

Notary Seal

Signature: _____
Print Name: Notary Public

STATE OF FLORIDA
COUNTY ESCAMBIA

The foregoing instrument was acknowledged before me this 2ND day of AUGUST, 2003, by JOYCE E. SHAFFER a/k/a JOYCE ELAINE SHAFFER, ** who has produced driver's license as identification.
**individually and as Attorney in Fact for her husband Marion L. Shaffer a/k/a Marion Louis Shaffer

_____
Notary Public
My Commission Expires:

(seal)

LISA M. MIX
Notary Public - State of Florida
My Commission Expires Apr 8, 2005
Commission # DD017340

OR BK 5219 PG0209
Escambia County, Florida
INSTRUMENT 2003-136491

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code or Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Woodbreeze Drive

Legal Address of Property: 2701 Woodbreeze Drive Cantonment FL 32533

The County (X) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Chelsea Title
4300 Bayou Blvd., #17E, Pensacola, FL 32503

AS TO SELLER(S):

Marion L. Shaffer by Joyce E. Shaffer
Seller: Marion L. Shaffer

Witness: Alexis Bolin

Joyce E. Shaffer
Seller: Joyce E. Shaffer

Witness: Lisa M. Mix

AS TO BUYER(S):

Wilbert K. Altman
Buyer: Wilbert K. Altman

Witness: Linda C. Stewart

Alice F. Altman
Buyer: Alice F. Altman

Witness: Pam Bailey

This form approved by the Escambia County Board of County Commissioners Effective 4/15/95

RCD Aug 20, 2003 12:40 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-136491

Source: Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Restore Full Page Version

General Information

Reference:	031S311500013002
Account:	090238260
Owners:	ALTMAN WILBERT L & ALICE F
Mail:	2701 WOODBREEZE DR CANTONMENT, FL 32533
Situs:	2701 WOODBREEZE DR 32533
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	$33,250	$131,791	$165,041	$139,664
2015	$33,250	$126,129	$159,379	$138,694
2014	$24,938	$83,661	$108,599	$108,599

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2003	5219	207	$168,900	WD	View Instr
08/1990	2904	771	$115,000	WD	View Instr
03/1990	2845	128	$108,500	CT	View Instr
02/1989	2665	490	$19,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions
HOMESTEAD EXEMPTION,VETERANS

Legal Description
LT 13 BLK B BRISTOL PARK UNIT I PB 13 P 100 OR 5219 P 207

Extra Features
None

Parcel Information

Launch Interactive Map

Section Map Id:
03-1S-31-1

Approx. Acreage:
0.4341

Zoned:
MDR

Evacuation & Flood Information
Open Report

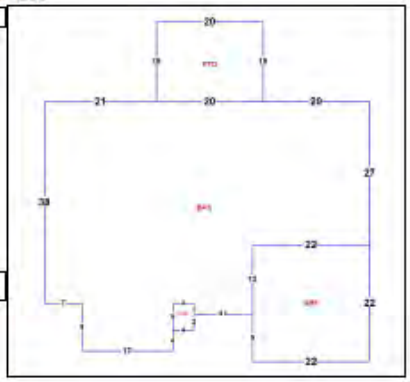


View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:2701 WOODBREEZE DR, Year Built: 1989, Effective Year: 1989

Structural Elements
DECOR/MILLWORK-*ABOVE AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABL/HIP HI PTC*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 3055 Total SF	
BASE AREA - *2251*	
GARAGE FIN - *484*	
OPEN PORCH FIN - *20*	
PATIO - *300*	

Images



1/27/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0238-260	119	SEE BELOW	06	031S31-1500-013-002

2015 Property Taxes

OFFICE (850) 438-6500 Ext. 3252

ALTMAN WILBERT L & ALICE F
2701 WOODBREEZE DR
CANTONMENT, FL 32533

2701 WOODBREEZE DR
LT 13 BLK B BRISTOL PARK UNIT I PB 13 P
100 OR 521 9 P 207

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	138,694	55,000	83,694	553.76
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1140	138,694	30,000	108,694	229.78
BY STATE LAW	4.9990	138,694	30,000	108,694	543.36
WATER MANAGEMENT	0.0378	138,694	55,000	83,694	3.16
SHERIFF	0.6850	138,694	55,000	83,694	57.33
M.S.T.U. LIBRARY	0.3590	138,694	55,000	83,694	30.05
TOTAL MILLAGE	14.8113		AD VALOREM TAXES		$1,417.44

KEEP

RETAIN THIS PORTION FOR YOUR RECORDS

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY		RATE	AMOUNT
FP FIRE PROTECTION	850-595-4960		100.00
		NON-AD VALOREM ASSESSMENTS	$100.00

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS	$1,517.44	PAY ONE AMOUNT	See reverse side for important information

If Paid By	Nov 30, 2015				
Please Pay	$0.00				

AMOUNT DUE IF PAID BY

JANET HOLLEY, CFC
ESCAMBIA COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
09-0238-260	119	SEE ABOVE	06	031S31-1500-013-002

2015 Property Taxes

ALTMAN WILBERT L & ALICE F
2701 WOODBREEZE DR
CANTONMENT, FL 32533

2701 WOODBREEZE DR
LT 13 BLK B BRISTOL PARK UNIT I PB 13 P
100 OR 521 9 P 207

RETURN

CURRENT YEAR TAXES BECOME DELINQUENT APRIL 1

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Paid By	Nov 30, 2015				
Please Pay	$0.00				

RETURN WITH PAYMENT

Paid By NAVY FEDERAL CREDIT UNION DO NOT FOLD, STAPLE, OR MUTILATE
Paid 11/27/2015 Receipt # 2015-9775721 $1,456.74

Federal Emergency Management Agency

Hazard Mitigation Grant Program Application
DR-4283

Cost Estimate Summary

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Cost Estimate Summary

Property Owner	Address	Market Value	Closing Cost	Demolition Cost	Permitting	Sub-Total Project Cost	Grant Management	TOTAL
Ard	10060 Bristol Park Road	$350,000.00	$3,181.95	$48,305.93	$1,111.52	$402,599.40	$11,650.00	$414,249.40
Altman	2701 Woodbreeze Drive	$190,000.00	$2,324.55	$26,682.74	$679.05	$219,686.34	$11,650.00	$231,336.34
Braun	3012 Ashbury Lane	$425,000.00	$4,706.21	$40,831.40	$962.03	$471,499.64	$11,650.00	$483,149.64
Carlton	10110 Bristol Park Drive	$245,000.00	$3,459.90	$38,910.69	$923.61	$288,294.20	$11,650.00	$299,944.20
Garner	2701 Silhouette Drive	$195,000.00	$2,229.61	$25,565.23	$656.70	$223,451.54	$11,650.00	$235,101.54
Gooden	3016 Ashbury Lane	$220,000.00	$2,038.46	$29,559.19	$736.58	$252,334.23	$11,650.00	$263,984.23
Hintz	3925 Bentwood Lane	$200,000.00	$1,831.42	$36,378.79	$872.98	$239,083.18	$11,650.00	$250,733.18
Hutchins	3020 Ashbury Lane	$360,000.00	$4,317.50	$40,987.95	$965.16	$406,270.61	$11,650.00	$417,920.61
Labyer	10040 Bristol Park Road	$295,000.00	$3,646.84	$43,279.48	$1,010.99	$342,937.30	$11,650.00	$354,587.30
Mckittrick	9940 Bristol Park Road	$180,753.75	$3,086.54	$26,439.15	$674.18	$210,953.63	$11,650.00	$222,603.63
Neri	2703 Woodbreeze Drive	$216,000.00	$2,473.87	$29,551.51	$736.43	$248,761.80	$11,650.00	$260,411.80
Sadur	2705 Woodbreeze Drive	$211,000.00	$2,420.07	$28,423.60	$713.87	$242,557.54	$11,650.00	$254,207.54
Thacker	2707 Woodbreeze Drive	$218,000.00	$2,728.63	$39,484.96	$935.10	$261,148.69	$11,650.00	$272,798.69
Wallace	3022 Ashbury Lane	$218,000.00	$2,233.52	$27,319.95	$691.80	$248,245.27	$11,650.00	$259,895.27
Wheless	2705 Ashbury Lane	$170,000.00	$1,395.88	$30,029.48	$745.99	$202,171.35	$11,650.00	$213,821.35

Total Costs	
Sub-Total Project Cost	**$4,259,994.73**
Grant Management Cost	**$174,750.00**
Total Project Cost	**$4,434,744.73**

Federal Emergency Management Agency

Hazard Mitigation Grant Program Application
DR-4283

Environmental Review Attachments

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

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QuickFacts

Escambia County, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

All Topics ▼	ESCAMBIA COUNTY, FLORIDA
People	
Population	
Population estimates, July 1, 2016, (V2016)	315,187
Population estimates, July 1, 2015, (V2015)	311,003
Population estimates base, April 1, 2010, (V2016)	297,619
Population estimates base, April 1, 2010, (V2015)	297,619
Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)	5.9%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	4.5%
Population, Census, April 1, 2010	297,619
Age and Sex	
Persons under 5 years, percent, July 1, 2015, (V2015)	6.0%
Persons under 5 years, percent, April 1, 2010	6.3%
Persons under 18 years, percent, July 1, 2015, (V2015)	20.9%
Persons under 18 years, percent, April 1, 2010	21.6%
Persons 65 years and over, percent, July 1, 2015, (V2015)	16.2%
Persons 65 years and over, percent, April 1, 2010	14.4%
Female persons, percent, July 1, 2015, (V2015)	50.2%
Female persons, percent, April 1, 2010	50.6%
Race and Hispanic Origin	
White alone, percent, July 1, 2015, (V2015) (a)	69.7%
White alone, percent, April 1, 2010 (a)	68.9%
Black or African American alone, percent, July 1, 2015, (V2015) (a)	22.9%
Black or African American alone, percent, April 1, 2010 (a)	22.9%
American Indian and Alaska Native alone, percent, July 1, 2015, (V2015) (a)	0.9%
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	0.9%
Asian alone, percent, July 1, 2015, (V2015) (a)	3.2%
Asian alone, percent, April 1, 2010 (a)	2.7%
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2015, (V2015) (a)	0.2%
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.1%
Two or More Races, percent, July 1, 2015, (V2015)	3.1%
Two or More Races, percent, April 1, 2010	3.2%
Hispanic or Latino, percent, July 1, 2015, (V2015) (b)	5.6%
Hispanic or Latino, percent, April 1, 2010 (b)	4.7%
White alone, not Hispanic or Latino, percent, July 1, 2015, (V2015)	65.2%
White alone, not Hispanic or Latino, percent, April 1, 2010	66.2%
Population Characteristics	
Veterans, 2011-2015	34,225
Foreign born persons, percent, 2011-2015	5.1%
Housing	
Housing units, July 1, 2015, (V2015)	139,055
Housing units, April 1, 2010	136,703
Owner-occupied housing unit rate, 2011-2015	61.3%
Median value of owner-occupied housing units, 2011-2015	$120,200
Median selected monthly owner costs -with a mortgage, 2011-2015	$1,203
Median selected monthly owner costs -without a mortgage, 2011-2015	$376
Median gross rent, 2011-2015	$892
Building permits, 2015	1,392
Families and Living Arrangements	
Households, 2011-2015	113,660
Persons per household, 2011-2015	2.53
Living in same house 1 year ago, percent of persons age 1 year+, 2011-2015	81.2%
Language other than English spoken at home, percent of persons age 5 years+, 2011-2015	7.5%
Education	
High school graduate or higher, percent of persons age 25 years+, 2011-2015	89.6%
Bachelor's degree or higher, percent of persons age 25 years+, 2011-2015	24.5%
Health	
With a disability, under age 65 years, percent, 2011-2015	10.4%
Persons without health insurance, under age 65 years, percent	⚠ 12.7%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2011-2015	57.8%
In civilian labor force, female, percent of population age 16 years+, 2011-2015	55.9%
Total accommodation and food services sales, 2012 ($1,000) (c)	598,377
Total health care and social assistance receipts/revenue, 2012 ($1,000) (c)	2,476,226

Total manufacturers shipments, 2012 ($1,000) (c)	2,427,835
Total merchant wholesaler sales, 2012 ($1,000) (c)	1,396,343
Total retail sales, 2012 ($1,000) (c)	4,096,339
Total retail sales per capita, 2012 (c)	$13,532
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2011-2015	21.8
Income and Poverty	
Median household income (in 2015 dollars), 2011-2015	$45,390
Per capita income in past 12 months (in 2015 dollars), 2011-2015	$24,161
Persons in poverty, percent	⚠ 15.4%
Businesses	
Total employer establishments, 2014	6,657
Total employment, 2014	99,633
Total annual payroll, 2014 ($1,000)	3,750,050
Total employment, percent change, 2013-2014	1.3%
Total nonemployer establishments, 2014	20,404
All firms, 2012	21,327
Men-owned firms, 2012	10,635
Women-owned firms, 2012	8,390
Minority-owned firms, 2012	5,704
Nonminority-owned firms, 2012	14,673
Veteran-owned firms, 2012	2,713
Nonveteran-owned firms, 2012	17,127
Geography	
Population per square mile, 2010	453.4
Land area in square miles, 2010	656.46
FIPS Code	12033

⚠ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015).
Different vintage years of estimates are not comparable.

(a) Includes persons reporting only one race
(b) Hispanics may be of any race, so also are included in applicable race categories
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

D Suppressed to avoid disclosure of confidential information
F Fewer than 25 firms
FN Footnote on this item in place of data
NA Not available
S Suppressed; does not meet publication standards
X Not applicable
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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Bristol Park Area Acquisitions
Tribal Scope of Work

Project Title: HAZARD MITIGATION GRANT PROGRAM APPLICATION - DR-4283

Subgrantee/Applicant Name: Escambia County

Project Type: Acquisition/Demolition Project

Project Purpose and Need:

In the Bristol Creek - Bristol Park - Ashbury Hills- Tara Circle study area of 11-Mile Creek, a tributary from the bridge crossing at Devine Farms Road joins with the main 11-Mile Creek channel south of the Bristol Creek/Park area and north of the Ashbury Hills subdivision. These merging creeks present a hydraulic and hydrological challenge in addressing a most serious flooding condition, resulting from the overall 22,000-acre basin that contributes to this portion of 11-Mile Creek. There are approximately 160 historically flood-damaged homes, several areas of infrastructure damage, several pond failures and roadway flooding damage in this area, most of which have experienced repetitive flooding. The April 29-30, 2014 flood event was a devastating storm event for Escambia County and many property owners in the subject area. Several of the homes in the area are repetitive flood loss properties as defined by FEMA. Numerous residents had to be rescued quickly by boat during the 2014 event.

There are limited solutions to addressing the flood stage in this area of 11-Mile Creek; the subapplicant believes that acquisition of flood hazard property is the first step toward the overall solution. The ultimate intent of the applicant is to combine property acquisition with stream and flood plain restoration/ improvements over the course of many years. The applicant's ultimate goal is to increase flood plain storage to offset development impacts to the natural flood plain of 11-Mile Creek. For this grant application, however, only property acquisition and demolition is included in the scope of work.

Basic Site/Structure Information:

Address:

2701 Silhouette Drive, Cantonment, FL 32533
2701 Woodbreeze Drive, Cantonment, FL 32533
2703 Woodbreeze Drive, Cantonment, FL 32533
2705 Ashbury, Lane, Cantonment, FL 32533
2705 Woodbreeze Drive, Cantonment, FL 32533
2707 Woodbreeze Drive, Cantonment, FL 32533
3012 Ashbury Lane, Cantonment, FL 32533
3016 Ashbury Lane, Cantonment, FL 32533
3020 Ashbury Lane, Cantonment, FL 32533
3022 Ashbury Lane, Cantonment, FL 32533
9940 Bristol Park Road, Cantonment, FL 32533

10040 Bristol Park Road, Cantonment, FL 32533
10060 Bristol Park Road, Cantonment, FL 32533
10110 Bristol Park Road, Cantonment, FL 32533
3925 Brentwood, Cantonment, FL 32533

Latitude/Longitude:

2701 Silhouette Drive, Cantonment, FL 32533; 30.546629, -87.331702
2701 Woodbreeze Drive, Cantonment, FL 32533; 30.548059, -87.330636
2703 Woodbreeze Drive, Cantonment, FL 32533; 30.325228, -87.195071
2705 Ashbury, Lane, Cantonment, FL 32533; 30.546359, -87.330367
2705 Woodbreeze Drive, Cantonment, FL 32533; 30.547719, -87.331069
2707 Woodbreeze Drive, Cantonment, FL 32533; 30.547542, -87.331294
3012 Ashbury Lane, Cantonment, FL 32533; 30.544286, -87.33323
3016 Ashbury Lane, Cantonment, FL 32533; 30.323762, -87.200170
3020 Ashbury Lane, Cantonment, FL 32533; 30.323571, -87.200214
3022 Ashbury Lane, Cantonment, FL 32533; 30.542972, -87.333955
9940 Bristol Park Road, Cantonment, FL 32533; 30.542456, -87.337190
10040 Bristol Park Road, Cantonment, FL 32533; 30.544601, -87.335080
10060 Bristol Park Road, Cantonment, FL 32533; 30.545019, -87.334666
10110 Bristol Park Road, Cantonment, FL 32533; 30.545949, -87.332867
3925 Brentwood, Cantonment, FL 32533; 30.322915, -87.200958

Area and depth of Ground Disturbance:

Area:

Please refer to attached property maps.

Depth:

Up to 2 feet

Structure Information

Property Owner	Street Address	Build Year	Foundation Type	Major modifications or additions
Altman	2701 Woodbreeze Dr	1989	Slab	See below.
Ard	10060 Bristol Park Rd	1991	Slab	See below.
Braun	3012 Ashbury Lane	1999	Split-Level	See below.
Carlton	10110 Bristol Park Dr	1994	Slab	See below.
Garner	2701 Silhouette Dr	1994	Slab	See below.
Gooden	3016 Ashbury Lane	1990	Split-Level	See below.
Hintz	3925 Bentwood	1980	Slab	See below.
Hutchins	3020 Ashbury Lane	1998	Split-Level	See below.
Mckittrick	9940 Bristol Park Rd	2007	Slab	See below.
Labyer	10040 Bristol Park Rd	1992	Slab	See below.
Neri	2703 Woodbreeze Dr	1989	Slab	See below.
Sadur	2705 Woodbreeze Dr	1989	Slab	See below.
Thacker	2707 Woodbreeze Dr	1989	Slab	See below.
Wallace	3022 Ashbury Lane	2003	Slab	See below.
Wheless	2705 Ashbury Lane	1993	Slab	See below.

Current and Historic use of the existing structures: The proposed project structures consist of 15 residential properties constructed between 1980 and 2007. The structures have been used as such since construction.

Site Information:

- *Current and historic uses of the site:* Currently the proposed sites are 15 residential properties. There are no known historic uses for the project locations before 1980.
- *Any previous ground disturbing activities:* Previous ground disturbing activities include the original construction of the structures.
- *Characteristics of the surrounding area:* The proposed project site is located in a residential area in Escambia County. The site is northeast of Interstate-10 and is surrounded by residential and wooded areas.

All Proposed Project Activities

Scope of Work:

Escambia County proposes to mitigate 15 single family residences primarily located in the special flood hazard area – homes that also flooded during the April 2014 event (several up to almost 5 feet deep inside the structure.) The structures were built between 1980 and 2007, primarily slab-on-grade foundations, and have been repeatedly impacted by flooding. The majority of the structures have active insurance policies with the NFIP.

The 15 residential properties will be mitigated through acquisition/demolition projects, where Escambia County intends to acquire, demolish, and remove or decommission infrastructure on these properties. The proposed project will eliminate the historic flooding problems at these addresses by the acquisition of the property and conversion of the land to deed-restricted open space, allowing flood water to be naturally stored on the property. Work will be done in accordance with all FEMA program requirements and as described in 44 CFR 206.434(e) as well as 44 CFR Part 80. All work will be completed in accordance with the Florida Building Code. The proposed project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park, and Ashbury Hills area. A benefit of this project is increased floodplain storage; due to the large number of property owners impacted by this project, the applicant previously conducted an educational and public input workshop.

The applicant will be responsible for obtaining all necessary environmental surveys, mandatory FDEP notifications and filing NESHAP reports with FDEP. Proof of all necessary permits, environmental surveys, FDEP and NESHAP compliance will be on file with the Escambia County Project Manager prior to any demolition activities. The applicant will be responsible for legally disposing of any and all materials/waste found on site.

The acquired property will be deed restricted and maintained as open space in perpetuity to restore and conserve the natural functions of the floodplain as set forth in FEMA program guidance and requirements, including but not limited to 44 CFR Part 9 and Part 80.

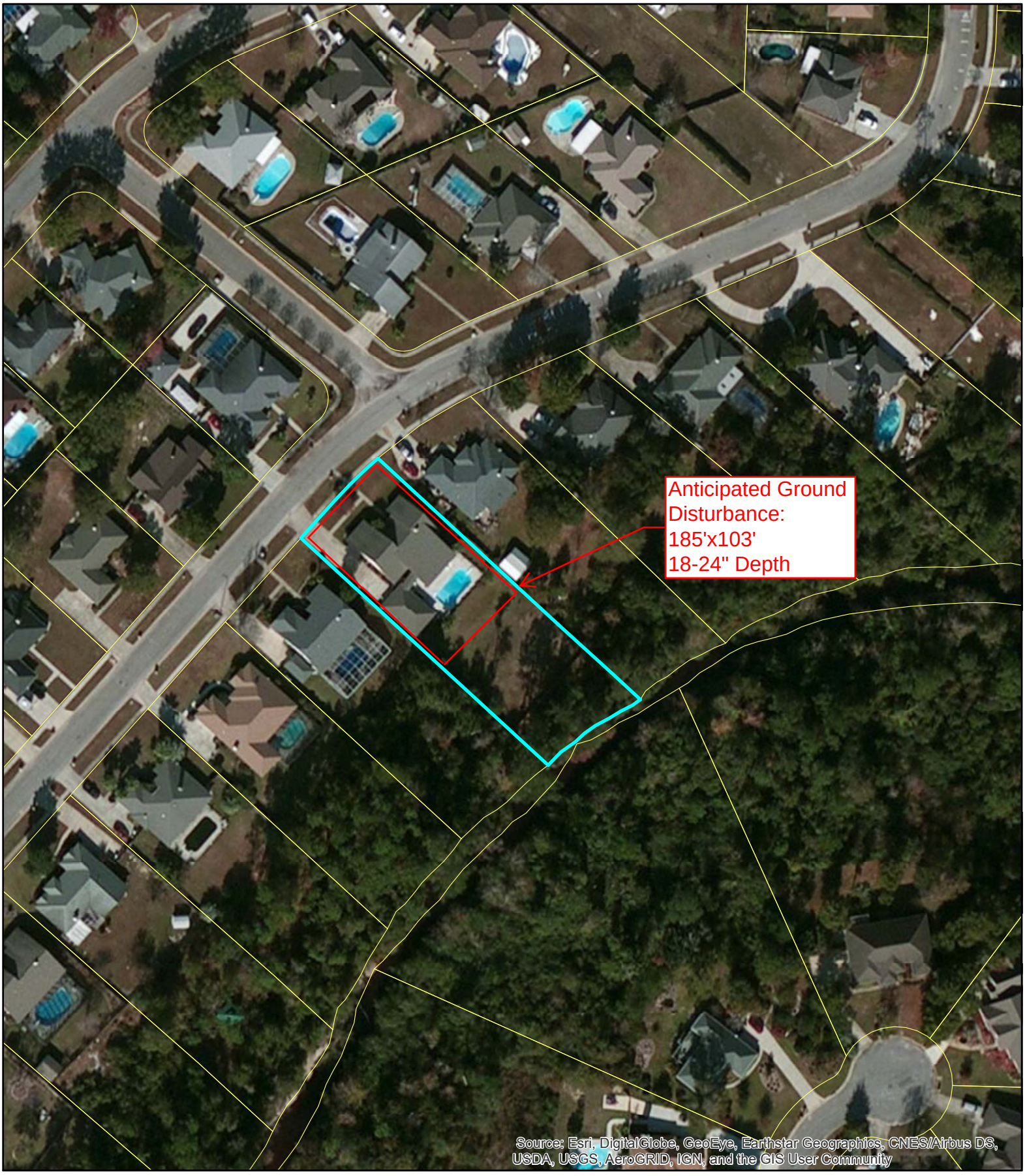


Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Labyer Parcel
10040 Bristol Park Drive

N

30 15 0 30 Meters

Bristol Park A[redacted] Ac[redacted]

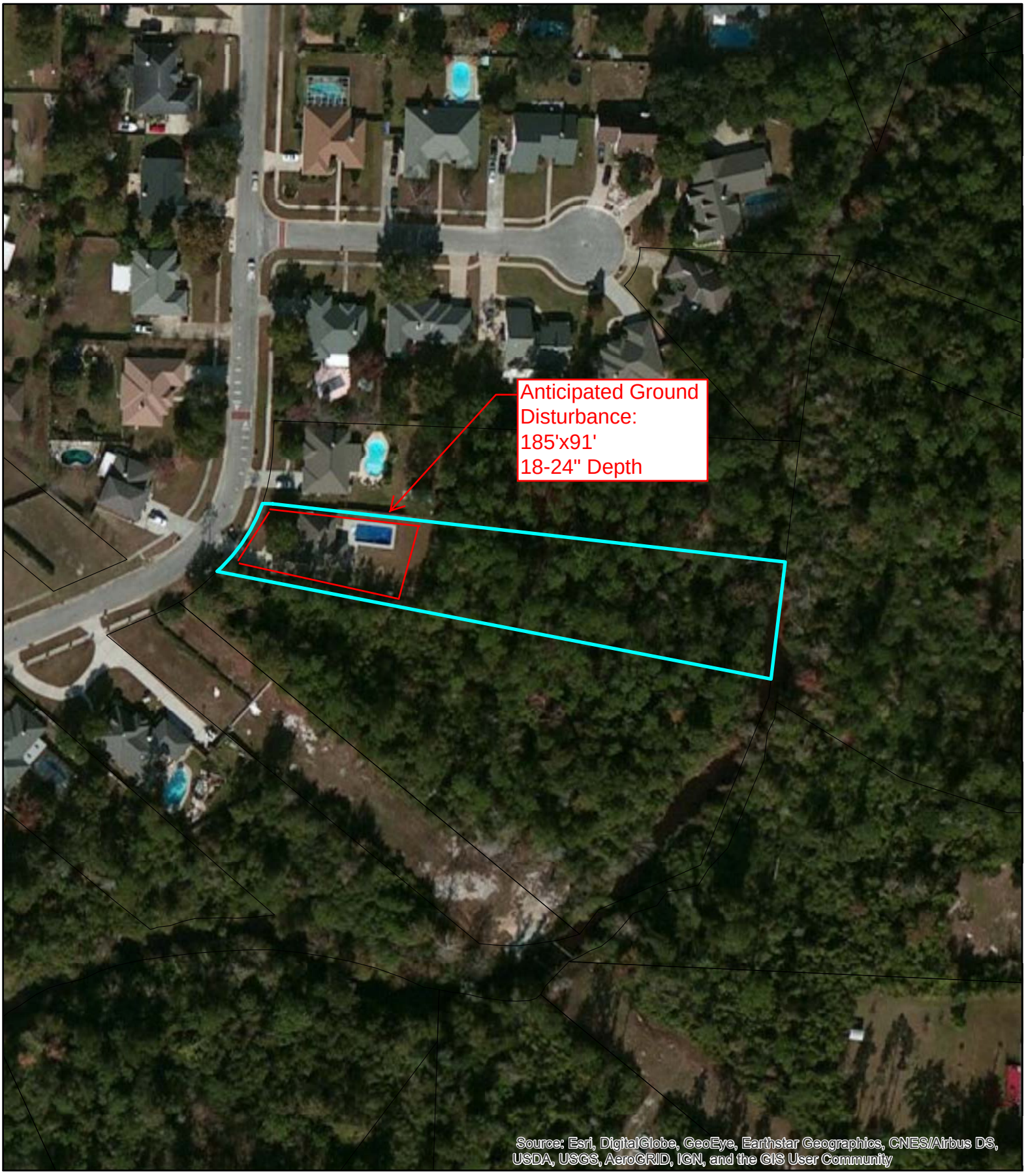


Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Ard Parcel
10060 Bristol Park Drive

N

25 12.5 0 25 Meters

Bristol Park A[redacted]581

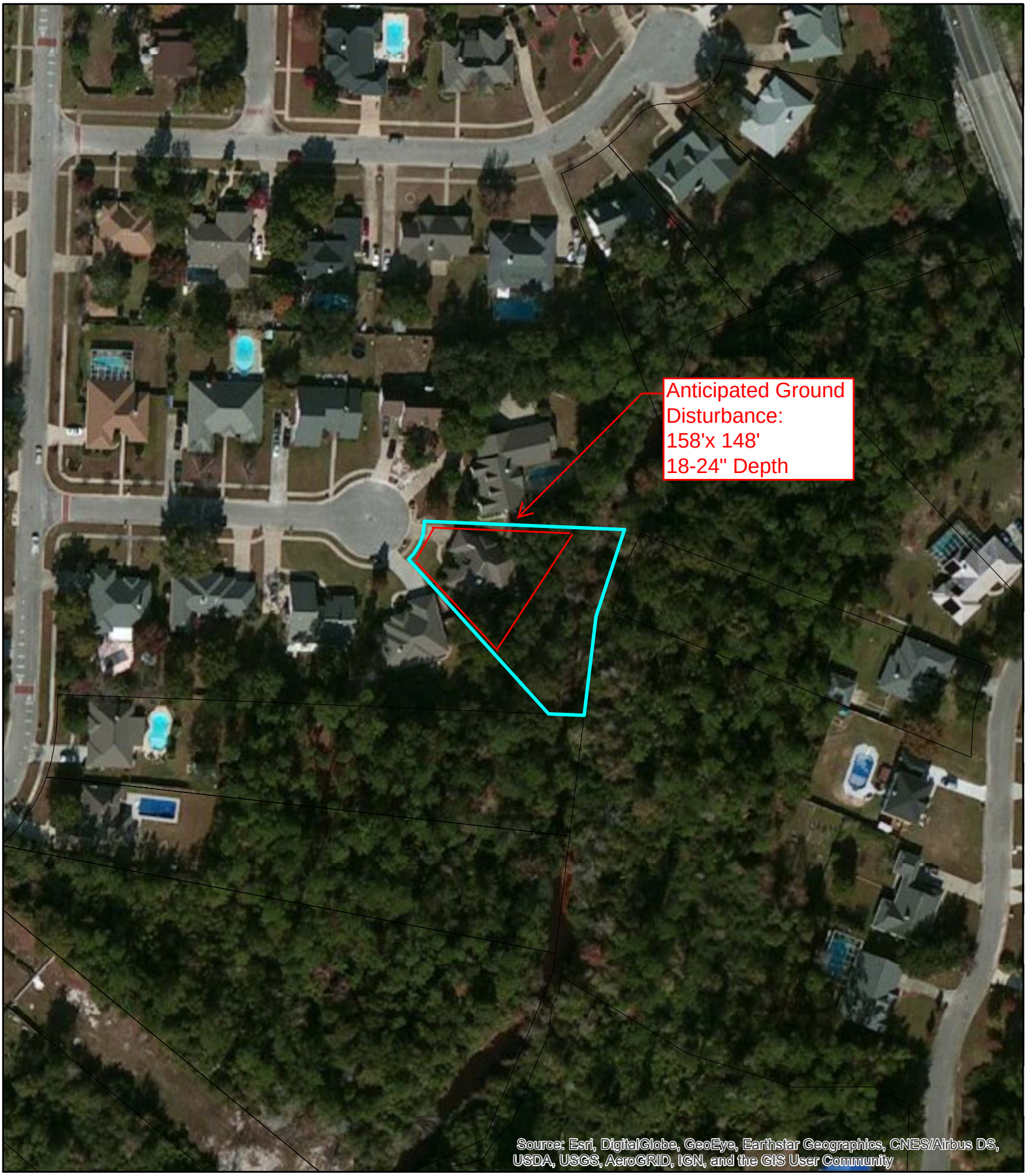


Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Carlton Parcel
10110 Bristol Park Drive

N

30 15 0 30 Meters

Bristol Park



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Garner Parcel
2701 Silhouette Drive

N

30 15 0 30 Meters

Bristol Park



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Neri Parcel
2703 Woodbreeze Lane

N

30 15 0 30 Meters

Bristol Park Area Acquisition Page 584



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Pinnon Parcel
2705 Ashbury Drive

N

30 15 0 30 Meters

Bristol Park A[redacted]



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Sadur Parcel
2705 Woodbreeze Drive

N

30 15 0 30 Meters

Bristol Park A[redacted] Acquisitio[redacted]

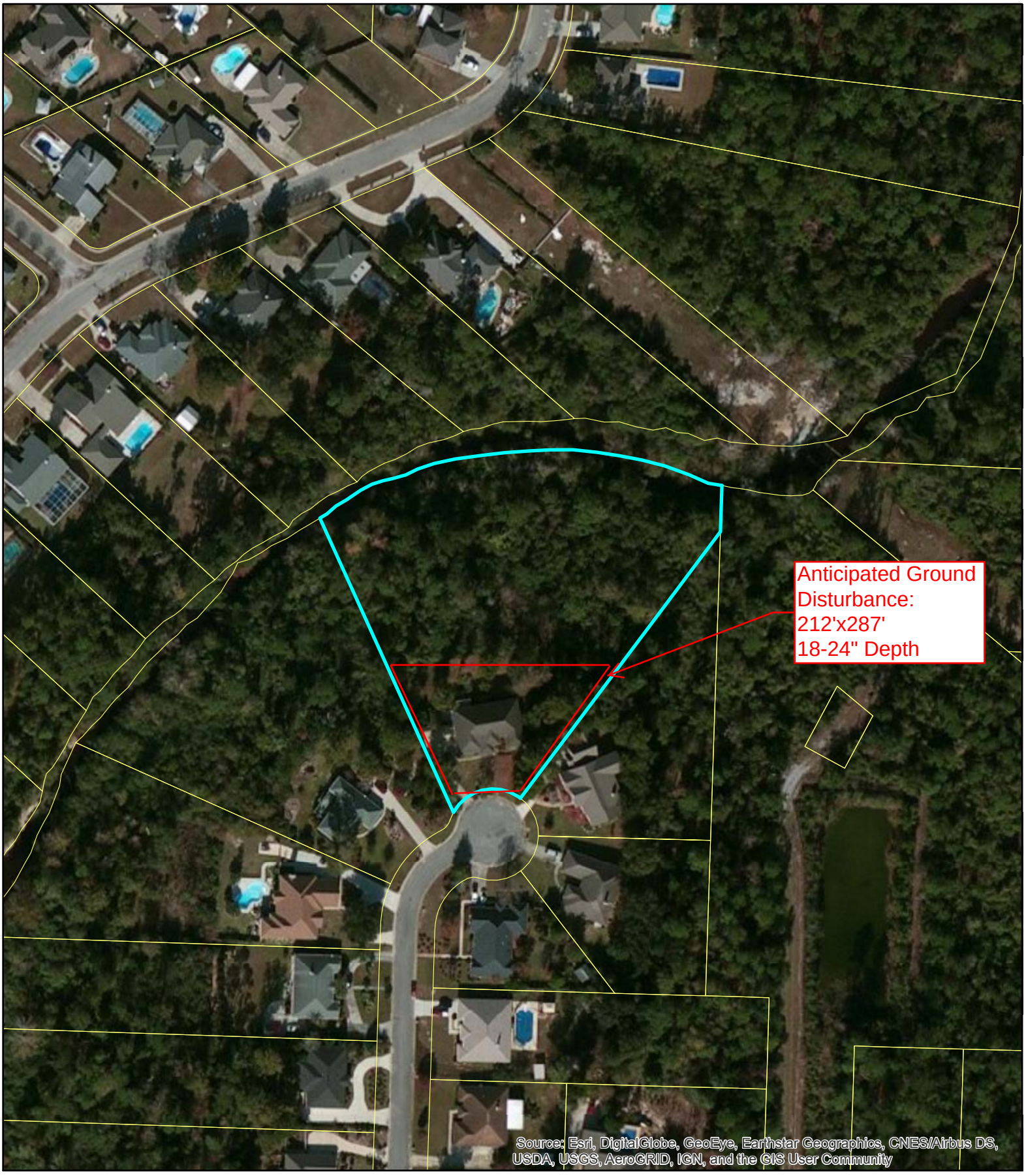


Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Thacker Parcel
2707 Woodbreeze Drive

N

30 15 0 30 Meters

Bristol Park [redacted]

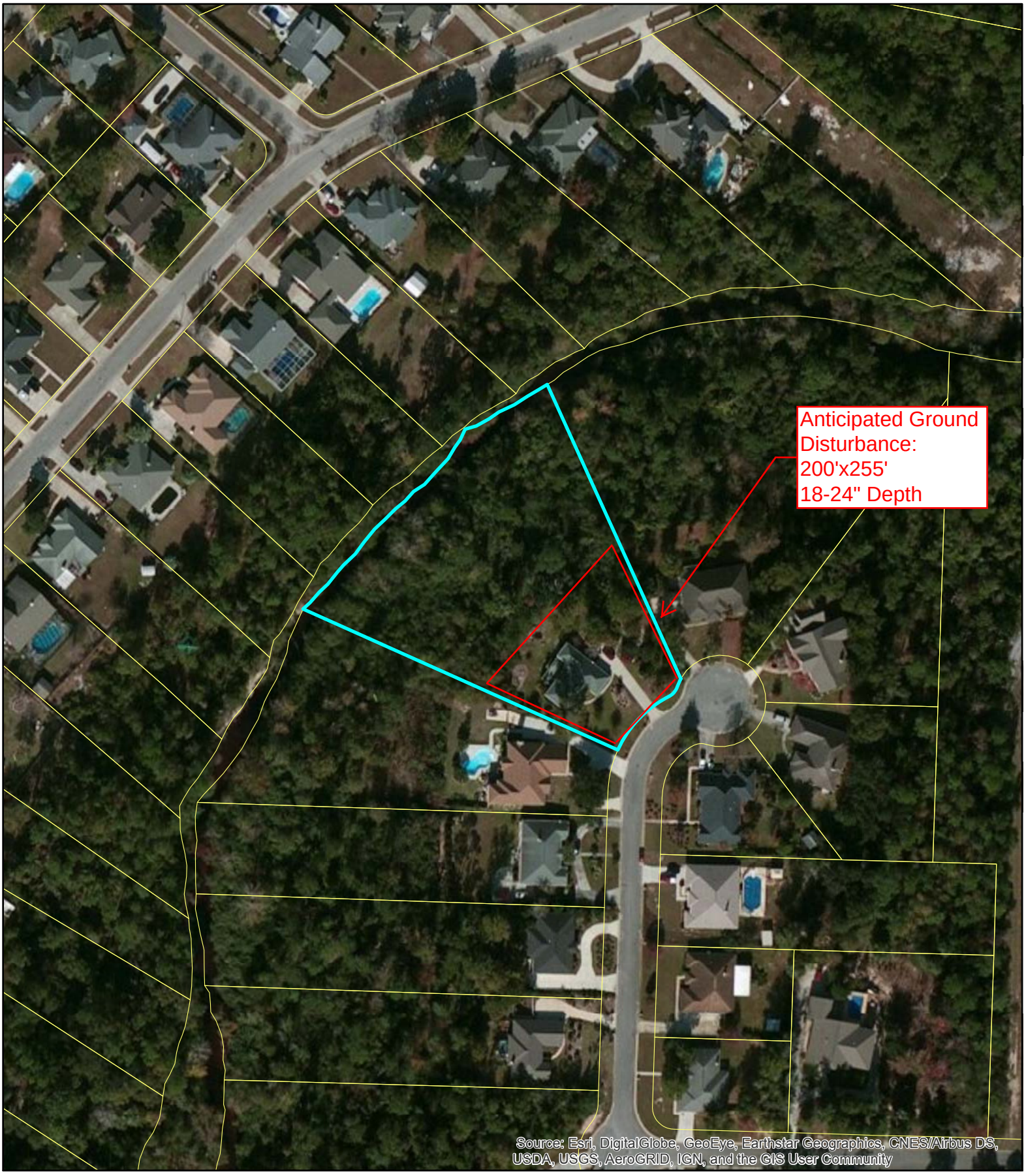


Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Braun Parcel
3012 Ashbury Lane

N

30 15 0 30 Meters

Bristol Park Area Acquisition Page 588

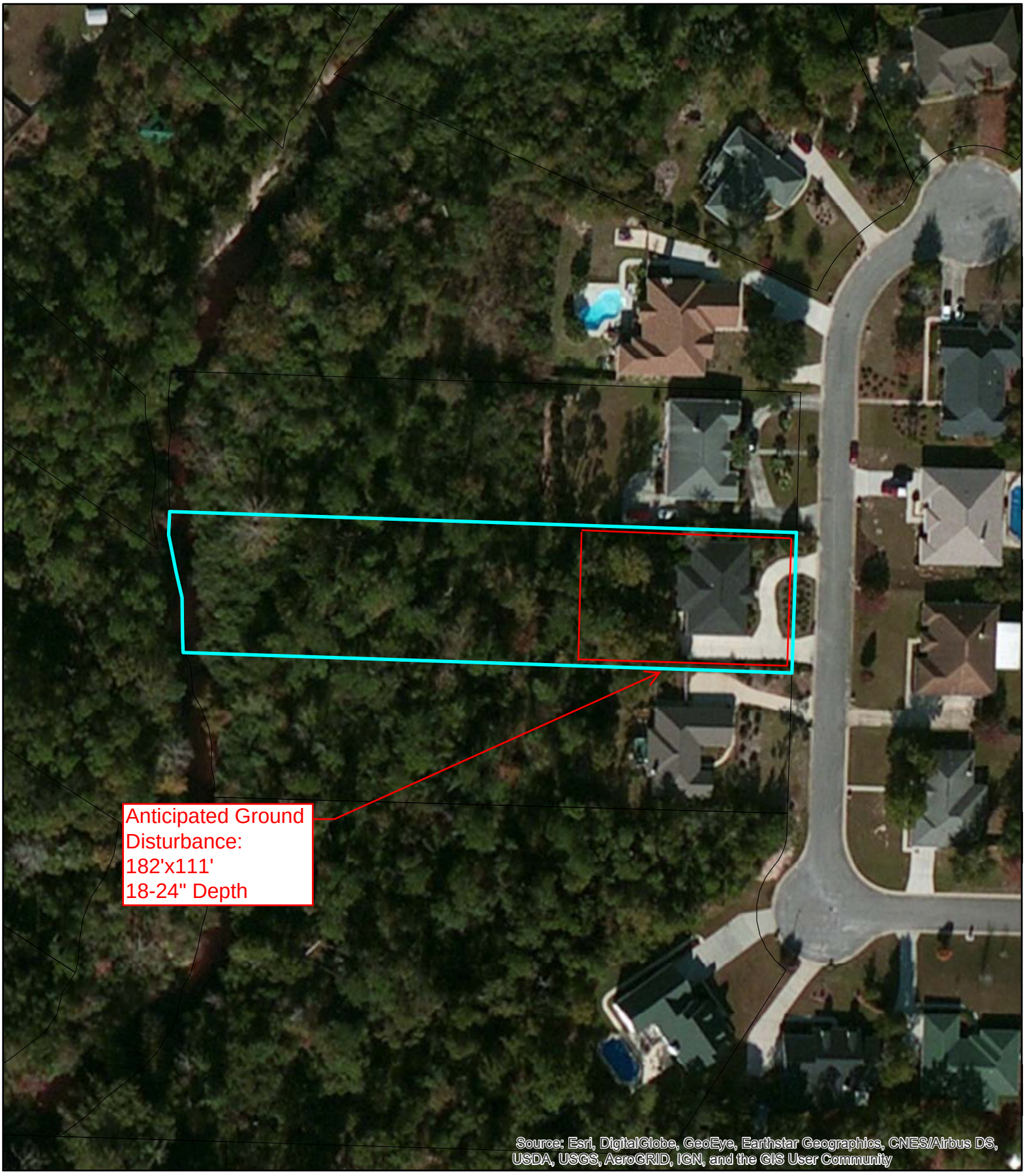


Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Gooden Parcel
3016 Ashbury Lane

N

30 15 0 30 Meters

Bristol Park A[redacted]589



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
Wallace Parcel
3022 Ashbury Drive

N

20 10 0 20 Meters

Bristol Park A[redacted]



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Hintz Parcel
3925 Bentwood Lane

N

30 15 0 30 Meters

Bristol Park A[redacted]591



Escambia County, FL
HMGP APPLICATION DR-4283
Parcel Identification and Ground Disturbance Map
McKittrick Parcel
9940 Bristol Park Drive

N

30 15 0 30 Meters

Bristol Park A[redacted] Ac[redacted]

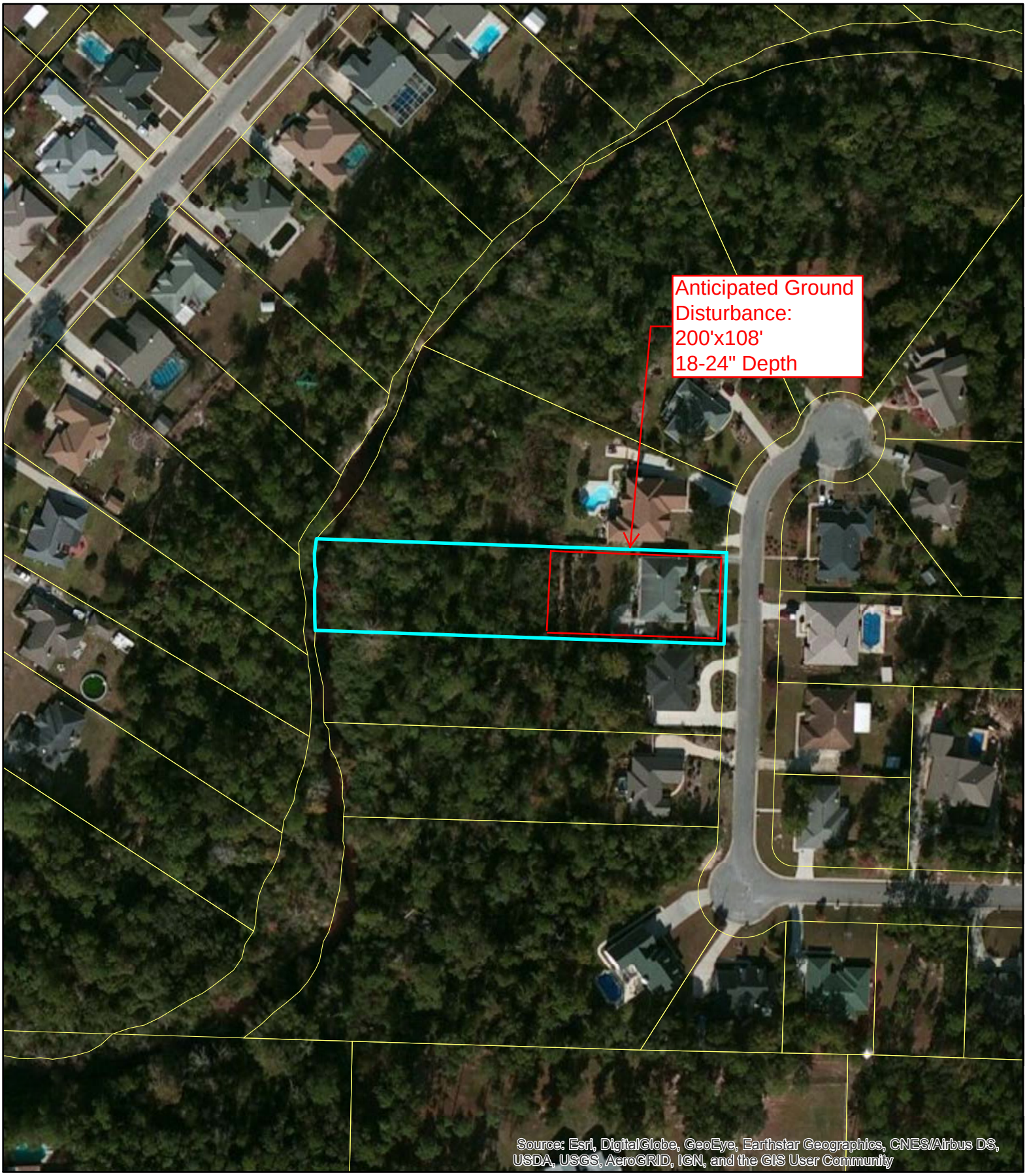


Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Altman Parcel
2701 Woodbreeze Lane

N

30 15 0 30 Meters

Bristol Park [redacted]



Escambia County, FL
HMGP Application DR-4283
Parcel Identification and Ground Disturbance Map
Hutchins Parcel
3020 Ashbury Lane

N

30 15 0 30 Meters

Bristol Park [redacted]594

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Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

State Historic Preservation Officer
Compliance and Review Section
Division of Historical Resources
Florida Department of State
500 South Bronough Street-4th Floor
Tallahassee, Florida, 32399-0250

Subject:
Federal Emergency Management Agency (FEMA)
Hazard Mitigation Grant Program (HMGP) – Escambia County, Florida

To Whom it May Concern:

Escambia County is submitting an application to the Federal Emergency Management Agency (FEMA) for a grant under FEMA's Hazard Mitigation Grant Program. Within this application, Escambia County proposes to acquire 15 single family residences that are located in a flood hazard area.

A requirement for FEMA's HMGP application is to identify the presence of any regulated resources in the project area. At this time, Escambia County would like to inform you of the project and request SHPO clearance or conditions for implementation. A narrative describing the proposed scope of work, a table of proposed project site addresses, project area maps, and pictures showing the proposed project sites and the nearby structures is attached for your review.

The structures to be acquired are less than 50 years old. However, if approved, project implementation will require more than 6 inches of ground disturbance. Your response is greatly appreciated. If you have any questions regarding this project, please contact me by phone, by email, or by letter at the address in the margin.

Sincerely,

Chris Curb,
Engineering Manager – Stormwater
Escambia County, Florida

SHPO Concurrence Attachment A: Project Scope of Work

Escambia County proposes to mitigate 15 single family residences primarily located in the special flood hazard area– many of these homes flooded during the April 2014 event (several up to almost 5 feet deep inside the structure.) The structures were built between 1980 and 2007, primarily slab-on-grade foundations, and have been repeatedly impacted by flooding. The majority of the structures have active insurance policies with the NFIP.

The 15 residential properties will be mitigated through acquisition/demolition projects, where Escambia County intends to acquire, demolish, and remove or decommission infrastructure on these properties. The proposed project will eliminate the historic flooding problems at these addresses by the acquisition of the property and conversion of the land to deed-restricted open space, allowing flood water to be naturally stored on the property. Work will be done in accordance with all FEMA program requirements and as described in 44 CFR 206.434(e) as well as 44 CFR 80. All work will be completed in accordance with the Florida Building Code. The proposed project is part of a comprehensive approach to mitigate flooding issues and restore the floodplain in the Bristol Creek, Bristol Park, and Ashbury Hills area. A benefit of this project is increased floodplain storage; due to the large number of property owners impacted by this project, an educational and public input workshop was previously conducted by the applicant.

The applicant will be responsible for obtaining all necessary environmental surveys, mandatory FDEP notifications and filing NESHAP reports with FDEP. Proof of all necessary permits, environmental surveys, FDEP and NESHAP compliance will be on file with the Escambia County Project Manager prior to any demolition activities. The applicant will be responsible for legally disposing of any and all materials/waste found on site.

The acquired property will be deed restricted and maintained as open space in perpetuity to restore and conserve the natural functions of the floodplain as set forth in FEMA program guidance and requirements, including but not limited to 44 CFR Part 9 and Part 80.

SHPO Concurrence Attachment B: Project Site Map



Escambia County, FL
HMGP Application DR-4280
Bristol Park Area Acquisitions
Aerial Map 1:6,000

N

210 105 0 210 Meters

Proposed Project Site Information Table

Property Owner	Street Address	City	Zip Code	Section-Township-Range	Latitude	Longitude	Tax Parcel ID	Project Type	Construction Year	Total Square Footage	Foundation Type	Building Type
Ard	10060 Bristol Park Road	Cantonment	32533	S3 T1S R31W	30.545019	-87.334666	031S311500005003	Acquisition/Demolition	1991	4395	Slab	Brick
Altman	2701 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.548059	-87.330636	031S311500013002	Acquisition/Demolition	1989	3055	Slab	Brick
Braun	3012 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.544286	-87.333234	031S311800000034	Acquisition/Demolition	1999	5858	Split Level	Brick
Carlton	10110 Bristol Park Drive	Cantonment	32533	S3 T1S R31W	30.545949	-87.332867	031S311500033002	Acquisition/Demolition	1994	3056	Slab	Stucco
Garner	2701 Silhouette Drive	Cantonment	32533	S3 T1S R31W	30.546629	-87.331702	031S311500027002	Acquisition/Demolition	1994	2673	Slab	Brick
Gooden	3016 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.543761	-87.333800	031S311800000032	Acquisition/Demolition	1990	3028	Slab	Brick
Hintz	3925 Bentwood Lane	Cantonment	32533	S3 T1S R31W	30.541424	-87.336188	031S314100000016	Acquisition/Demolition	1980	2703	Slab	Brick
Hutchins	3020 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.543230	-87.333924	031S311800000030	Acquisition/Demolition	1998	5466	Split Level	Brick
Labyer	10040 Bristol Park Road	Cantonment	32533	S3 T1S R31W	30.544601	-87.335080	031S311500007003	Acquisition/Demolition	1992	3891	Slab	Brick
Mckittrick	9940 Bristol Park Road	Cantonment	32533	S3 T1S R31W	30.542456	-87.337190	031S311300010003	Acquisition/Demolition	2007	2675	Slab	Brick
Neri	2703 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.325228	-87.195071	031S311500014002	Acquisition/Demolition	1989	3263	Slab	Brick
Sadur	2705 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.547719	-87.331069	031S311500015002	Acquisition/Demolition	1989	3255	Slab	Brick
Thacker	2707 Woodbreeze Drive	Cantonment	32533	S3 T1S R31W	30.547542	-87.331294	031S311500016002	Acquisition/Demolition	1989	4572	Slab	Vinyl
Wallace	3022 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.542972	-87.333955	031S311800000029	Acquisition/Demolition	2003	3024	Slab	Brick
Wheless	2705 Ashbury Lane	Cantonment	32533	S3 T1S R31W	30.546359	-87.330367	031S311800000058	Acquisition/Demolition	1993	2946	Slab	Brick

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineer
Public Works Department

Harry Gibson
Floodplain Administrator
Development Services Division
3363 West Park Place
Pensacola, Florida 32505

Subject:
Federal Emergency Management (FEMA) Hazard Mitigation Grant Program (HMGP) Floodplain Manager Coordination Letter

Mr. Gibson,

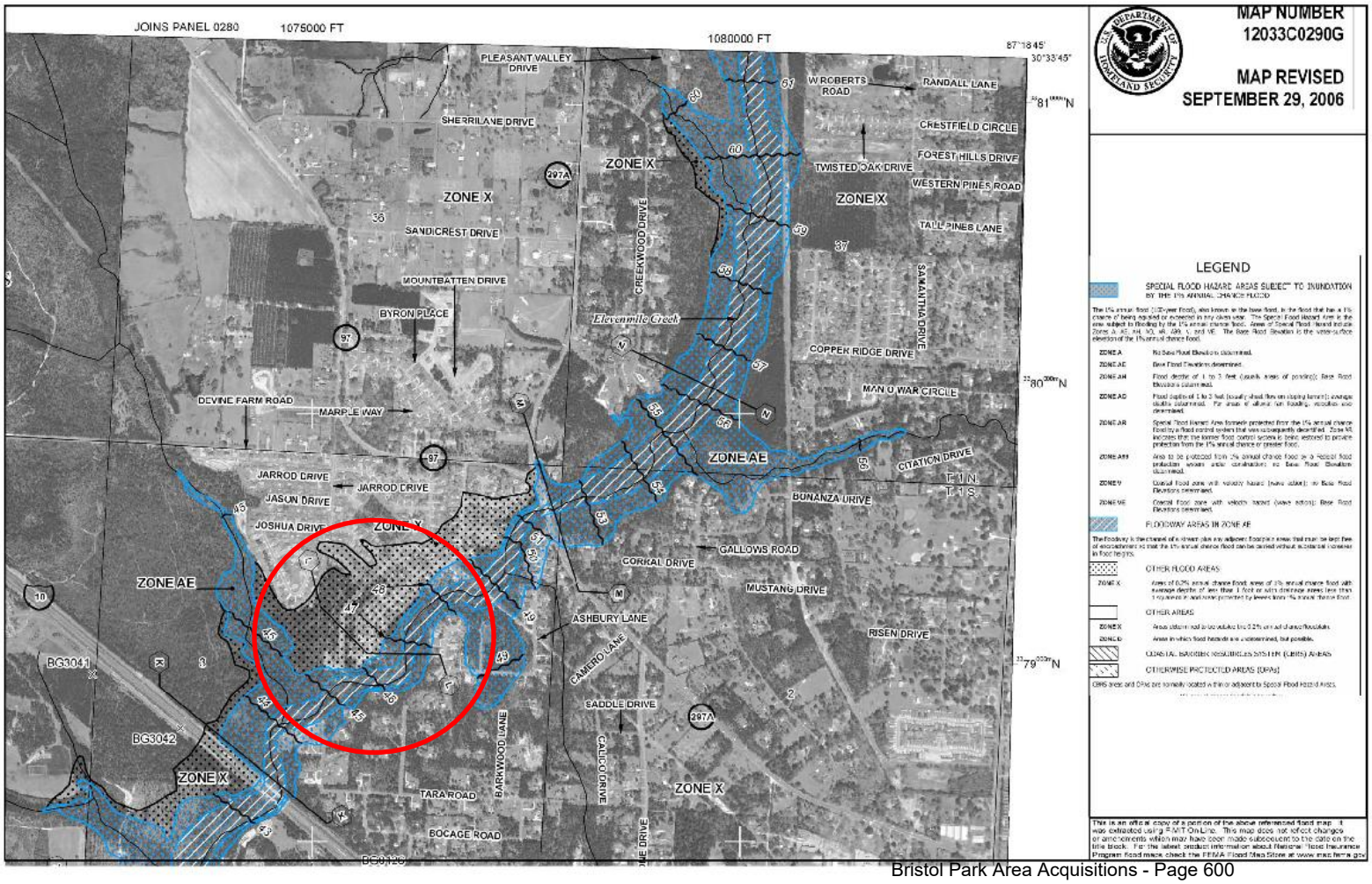
Escambia County is currently working to develop a mitigation grant modification for FEMA's Hazard Mitigation Grant Program (HMGP). At this time, the County would like to inform you of the intent to pursue flood mitigation on the structures listed below. Within this application, Escambia County proposes to acquire 15 single family residences located within the Bristol Creek, Bristol Park, and Ashbury Hills neighborhoods. The project will undergo FEMA review, and if funded will be permitted by local building officials and must be conducted in accordance with all floodplain management regulations. Escambia County requests your concurrence with the submittal of these applications. At this time, there is no evidence to indicate that acquisition of these properties will negatively impact the floodplain. Please respond to Chris Curb at your earliest convenience. Should you have any questions or concerns, please do not hesitate to contact Mr. Curb at 850-595-3419.

Sincerely,

Chris Curb,
Engineering Manager – Stormwater
Escambia County, Florida

ADDRESSES:

2701 Silhouette Drive, Cantonment, FL 32533; 30.546629, -87.331702
2701 Woodbreeze Drive, Cantonment, FL 32533; 30.548059, -87.330636
2703 Woodbreeze Drive, Cantonment, FL 32533; 30.325228, -87.195071
2705 Ashbury, Lane, Cantonment, FL 32533; 30.546359, -87.330367
2705 Woodbreeze Drive, Cantonment, FL 32533; 30.547719, -87.331069
2707 Woodbreeze Drive, Cantonment, FL 32533; 30.547542, -87.331294
3012 Ashbury Lane, Cantonment, FL 32533; 30.544286, -87.33323
3016 Ashbury Lane, Cantonment, FL 32533; 30.323762, -87.200170
3020 Ashbury Lane, Cantonment, FL 32533; 30.323571, -87.200214
3022 Ashbury Lane, Cantonment, FL 32533; 30.542972, -87.333955
9940 Bristol Park Road, Cantonment, FL 32533; 30.542456, -87.337190
10040 Bristol Park Road, Cantonment, FL 32533; 30.544601, -87.335080
10060 Bristol Park Road, Cantonment, FL 32533; 30.545019, -87.334666
10110 Bristol Park Road, Cantonment, FL 32533; 30.545949, -87.332867
3925 Brentwood, Cantonment, FL 32533; 30.322915, -87.200958



Federal Emergency Management Agency

Hazard Mitigation Grant Program Application
DR-4283

Applicant Information

Applicant:	Escambia County, Florida
Project Title:	Bristol Park Area Acquisitions
Project Location:	Bristol Park Neighborhood, Cantonment, Florida, 32533

Required Documents - Sub Applicant

Section V. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The County of Escambia, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Subgrantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by D.B. Underhill the duly authorized representative
(printed or typed *name of signing official*)

Chairman ,
(*title*)

Name and Title: _____
D.B. Underhill, Chairman

Date: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency

By: _____

Date: 4/28/17

Please note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

APPLICANT ORGANIZATION ESCAMBIA COUNTY

Name and Title: _____
D.B. Underhill, Chairman

Date: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency

By: _____
Title: _____
Date: 2/28/17

Model Statement of Assurances for
Property Acquisition Projects

SEND THIS STATEMENT OF ASSURANCES ATTACHED WITH THE PROJECT APPLICATION, OR SEND TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY AT THE TIME OF APPLICATION.

NOTE: If you have questions regarding any of these assurances, please consult the program guidance and contact the sponsoring agency.

Name of Applicant: Escambia County

As the duly authorized representative of the sub-applicant, I certify that the sub-applicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the Sub-applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;
2. Will ensure each property owner will be informed, in writing, of what the Sub- applicant considers to be the fair market value of the property. The Sub-applicant will use the Model Statement of Voluntary Transaction to document this and will provide a copy for each property after award;
3. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The Sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
4. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;
5. Will demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;
6. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;
7. Will remove existing structures within 90 days of settlement;

8. Post grant award, will ensure that a property interested is conveyed only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;
9. Will submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Grantee and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and
10. Will not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified assurances and certifications.

RECIPIENT:
By: ESCAMBIA COUNTY
Name and Title: _____
D.B. Underhill, Chairman
Date: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency

By: _____
Title: _____
Date: 5/16/17

FEMA Model Deed Restriction

Hazard Mitigation Assistance (HMA) Programs

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A (or equivalent name). Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between [*property owner*] participating in the federally-assisted acquisition project ("the Grantor") and [the local government], ("the Grantee"), its successors and assigns:

SELECT THE APPROPRIATE MITIGATION GRANT PROGRAM AND DELETE ALL OTHERS:

WHEREAS, the **Flood Mitigation Assistance Program ("FMA"),** as authorized in the National Flood Insurance Reform Act of 1994,Sections 1366 and 1367, (42 USC §§ 4104c,4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program ("NFIP");

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP"),** including the acquisition and relocation of structures in the floodplain;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, **Pre-Disaster Mitigation ("PDM"),** to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the **Repetitive Flood Claims program ("RFC"),** as authorized by Section 1323 of the National Flood Insurance Act of 1968 (42 USC §§ 4030), as amended by the Bunning- Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of RFC funds for reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in

the greatest savings to the National Flood Insurance Fund in the shortest period of time;

WHEREAS, the **Severe Repetitive Loss Pilot Program ("SRL"),** as authorized under Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994 (NFIRA); Public Law 103-325, and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of SRL funds for uses that reduce flood damages to properties insured under the National Flood Insurance Program ("NFIP");

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, [State or Tribe] has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in [*Village/City/County*], and [*Village/City/County*] participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the [*local government*], acting by and through the [*local government*] Board, has applied for and been awarded federal funds pursuant to an agreement with [*State*] dated [*date*] ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the [select mitigation grant program] program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses

consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement.

This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[*Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]*

RECIPIENT:
By: ESCAMBIA COUNTY
Name and Title: _____
D.B. Underhill, Chairman
Date: _____

Attest: Pam Childers
Clerk of Circuit Court

_____
Deputy Clerk

This document approved as to form
and legal sufficiency

By: _____
Title: _____
Date: 4/28/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12189 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Joint Project Agreement - Purchase Traffic Signal Controller Replacements
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Joint Project Agreement (JPA) between the State of Florida Department of Transportation and Escambia County - Purchase Traffic Signal Controller Replacements for Region - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Joint Project Agreement (JPA), Financial Project Number: 436739-3-58-01, between the State of Florida Department of Transportation and Escambia County for the purchase of Traffic Signal Controller Replacements for Escambia/Santa Rosa Counties:

A. Approve and authorize the Chairman to sign the JPA between the State of Florida Department of Transportation and Escambia County for the Purchase of Traffic Signal Controller Replacements; and

B. Approve and authorize the Chairman to sign the Resolution.

[Budgetary Impact: FDOT will reimburse the County for direct costs of purchasing traffic signal controllers in an amount up to but not to exceed $140,000. Installation costs for Escambia County are included in the current Traffic Signal Maintenance and Compensation Agreement funded by FDOT. All other jurisdictions will handle their own installations. There are no matching funds required.]

BACKGROUND:

The Florida Department of Transportation (FDOT) would like Escambia County to purchase approximately 38 replacement traffic signal controllers for the State Highway system for the five jurisdictions in our two county region (Escambia County, Santa Rosa County, City of Pensacola, City of Milton, and City of Gulf Breeze). Each of these jurisdictions has contracted with the FDOT to operate and maintain the State Highway System Traffic Signals within their respective areas.

This effort is part of the Traffic Controller Obsolescence Replacement Plan for the Escambia/Santa Rosa Region. The existing Peek 3000E controllers are no longer being maintained and certified by the manufacturer. A total of 305 Peek 3000E controllers are on state roads within the Escambia/Santa Rosa Area.

The recommendation is for the existing Peek 3000E controllers maintained by the agencies under the current Traffic Signal Maintenance and Compensation Agreement to be removed and replaced with these new replacement controllers at as many locations selected by the maintaining agencies that the budget for replacement controllers will allow. The obsolete Peek 3000E controllers collected should be placed in the maintaining agencies spare controller cache to be used as an exchange for other failed obsolete traffic signal controllers until the Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS) is implemented.

The 38 new replacement controllers at an estimated cost of $3,700.00 each, will be distributed as follows based on the percentage breakdown of the total existing Peek 3000E controllers currently in use:
18 Each Escambia County
10 Each City of Pensacola
6 Each Santa Rosa County
3 Each City of Milton
1 Each City of Gulf Breeze

Remaining available funds up to and not to exceed the budgetary ceiling shall be used to purchase additional controllers or ancillary devices to support/establish traffic signal connectivity to the ATMS Phase 1. All other parts, cabling, hardware, installation and integration will be the responsibility of the maintaining agencies through the current Traffic Signal Maintenance and Compensation Agreement that each agency has with the State.

Having met multiple times with each of these jurisdictions through our regional ITS Working Group, all are willing to allow Escambia County to continue as a lead agency for our region and manage this JPA with the State.

FDOT will reimburse the County for direct costs of purchasing traffic signal controllers in an amount up to but not to exceed $140,000.

BUDGETARY IMPACT:

FDOT will reimburse the County for direct costs of purchasing traffic signal controllers in an amount up to but not to exceed $140,000. Installation costs for Escambia County are included in the current Traffic Signal Maintenance and Compensation Agreement funded by FDOT. All other jurisdictions will handle their own installations. There are no matching funds required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the JPA and the Resolution. Legal would like it noted that the venue for any judicial proceeding shall be in Leon County.

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval and authorization, Transportation & Traffic Operations staff will continue to coordinate with FDOT.

Attachments

JPA - Traffic Signal Controller

Resolution

Financial Project Number(s): 436739-3-58-01
Contract No.: BE362
COUNTY: ESCAMBIA

JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

Traffic Signal Controller Replacement

This AGREEMENT is between the State of Florida Department of Transportation (the "DEPARTMENT"), and the County of Escambia, with offices at 3363 West Park Place Pensacola, FL 32505 (the "COUNTY"). The DEPARTMENT and the COUNTY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

1. The Parties are desirous of having the COUNTY and other recipient agencies identified in this document replace traffic signal controllers at approximately 38 locations identified within this agreement, identified to the Parties as the "PROJECT"; and

2. The DEPARTMENT is prepared to reimburse the COUNTY for direct costs of purchasing traffic signal controllers for the PROJECT in an amount up to but not to exceed ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($140,000.00) that it has allocated in the fiscal year designated as FY 2017; and

3. This AGREEMENT is in the best interest of both the Parties, and it would be more practical, expeditious, and economical for the COUNTY and other recipient agencies identified in this document to perform such activities; and

4. The COUNTY by a vote of its COUNTY Commission on _____, 2017 has authorized the proper COUNTY officials to enter into this AGREEMENT. A copy of the resolution is included on Exhibit "C."

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, and in compliance with Sections 334.044 and 339.12, Florida Statutes, F.S., the Parties agree to the following:

5 – SERVICES AND PERFORMANCE

A. The recitals set forth in paragraphs 1-4 above are true and correct and are deemed incorporated herein.

B. The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and adhere to the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A" – Scope of Services.

C. The COUNTY and other recipient agencies shall obtain any and all necessary permits as required for completion of the PROJECT.

D. The COUNTY agrees that all work performed and materials used in administering the PROJECT shall be in accordance with the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"), the DEPARTMENT'S Structures Design Manual, the DEPARTMENT'S Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT'S Traffic Engineering Manual ("TEM"). The COUNTY and other involved agencies identified in this document shall not perform any work and/or use any materials in administering the PROJECT which are not in accordance with the foregoing without the prior written consent of the DEPARTMENT.

E. If the COUNTY or other recipient agencies identified in this document hire a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, F.S.).

F. The COUNTY or other recipient agencies identified in this document shall not sublet, assign or transfer this AGREEMENT without prior written consent of the DEPARTMENT.

G. Upon completion of the work authorized by this AGREEMENT, the COUNTY shall notify the DEPARTMENT in writing of completion.

H. The COUNTY (and other recipient agencies identified in this document):

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the AGREEMENT; and

ii). Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.

I. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE COUNTY:

Escambia County
3363 West Park Place
Pensacola, FL 32505
Attn: Joy D. Blackmon P.E., Public Works Director & County Engineer

FOR THE DEPARTMENT:

Florida Department of Transportation
District Traffic Operations Office
Post Office Box 607
Chipley, Florida 32428
Attn: Kenneth Shiver, District Traffic Systems Specialist

6 – COMPENSATION AND PAYMENT

A. The DEPARTMENT shall reimburse the COUNTY for direct costs of the PROJECT incurred by the COUNTY and other recipient agencies identified in this document, excluding any overhead, in an amount up to but not to exceed **ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($140,000.00)** that the DEPARTMENT has allocated in its fiscal year designated as FY 2017 for services described in Exhibit "A" – Scope of Services. It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the COUNTY in subsequent fiscal years. Any additional costs, or other items not covered by this AGREEMENT shall be the COUNTY'S sole responsibility. The Method of Compensation is included as Exhibit "B."

B. The DEPARTMENT shall reimburse the COUNTY contingent upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the COUNTY to the consultant/contractor/vendor who performed the work or provided services or materials under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.

C. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A" – Scope of Services. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to reimbursements.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met.

i). See the Exhibit "B" for additional measurement and payment provisions.

E. The COUNTY may receive progress payments for deliverables based on documented expenses incurred in support of the PROJECT, and where applicable the vendor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapter 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. The COUNTY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days unless bid specifications, purchase order, or the AGREEMENT specifies otherwise. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

H. If a payment is not available within forty (40) days after receipt of a properly completed invoice, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to the COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

I. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

J. The DEPARTMENT shall make payment(s) by check payable to Escambia County, and forward payment(s) to: Joy D. Blackmon, 3363 West Park Place, Pensacola, FL 32505

K. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year.

L. The DEPARTMENT'S obligation to pay under this section is contingent upon an annual appropriation of the Florida Legislature.

M. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

N. There shall be no reimbursement for travel expenses under this AGREEMENT.

O. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this AGREEMENT an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

P. PROJECT costs eligible for DEPARTMENT participation shall be allowed only for costs incurred after the date of final execution of this AGREEMENT.

7 – INDEMNITY AND INSURANCE

A. It is specifically agreed between the Parties executing this AGREEMENT that it is not intended by any of the provisions of any part of the AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The COUNTY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the COUNTY or any subcontractor, in connection with this AGREEMENT. Additionally, the COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/sub consultants who perform work in connection with this AGREEMENT.

> "To the fullest extent permitted by law the COUNTY'S contractor shall indemnify and hold harmless the COUNTY, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY'S sovereign immunity.
>
> To the fullest extent permitted by law, the COUNTY and other recipient agencies identified in this document consultants shall indemnify and hold harmless the COUNTY, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY'S sovereign immunity."

B. If the COUNTY and other recipient agencies identified in this document obtain a contractor/consultant for the PROJECT, The COUNTY and other recipient agencies identified in this document shall carry or cause its contractor/consultant to carry and keep in force during the period of this AGREEMENT a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each

occurrence, for the services to be rendered in accordance with this AGREEMENT. In addition to any other forms of insurance or bonds required under the terms of the AGREEMENT, when it includes construction within the limits of a railroad right-of-way, the COUNTY and other recipient agencies identified in this document must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, as amended. The COUNTY and other recipient agencies identified in this document shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. With respect to any general liability insurance policy required pursuant to this AGREEMENT, all such policies shall be issued by companies licensed to do business in the State of Florida. The COUNTY shall provide to the DEPARTMENT certificates showing the required coverage to be in effect with endorsements showing the DEPARTMENT to be an additional insured prior to commencing any work under this AGREEMENT. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the DEPARTMENT or as provided in accordance with Florida law.

8 – COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this AGREEMENT. Specifically, if the COUNTY is acting on behalf of a public agency the COUNTY shall:

1. Keep and maintain public records required by the DEPARTMENT in order to perform the services being performed by the COUNTY.
2. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and upon request from the DEPARTMENT, provide the DEPARTMENT with a copy of the requested record at no cost to the DEPARTMENT.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT and following completion of the AGREEMENT if the COUNTY does not transfer the record to the DEPARTMENT.
4. Upon completion of the AGREEMENT, transfer, at no cost to the DEPARTMENT, all public records related to the AGREEMENT in possession of the COUNTY or keep and maintain public records required by the DEPARTMENT to perform the service. If the COUNTY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the COUNTY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNTY keeps and maintains

public records upon completion of the AGREEMENT, the COUNTY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The COUNTY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the COUNTY and shall promptly provide the DEPARTMENT a copy of the COUNTY'S response to each such request.

B. The COUNTY and other recipient agencies identified in this document warrant that it has not employed or obtained any company or person, other than bona fide employees of the COUNTY and other recipient agencies identified in this document to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the COUNTY and other recipient agencies identified in this document. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.

C. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof. The COUNTY shall not discriminate on the grounds of race, color, religion, sex or national origin in performance of work under this AGREEMENT.

D. This AGREEMENT is governed by and shall be construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this AGREEMENT shall be in Leon County, Florida.

E. No funds received pursuant to this AGREEMENT may be expended for lobbying the Legislature, the judicial branch, or a state agency.

F. The COUNTY and other recipient agencies identified in this document and the DEPARTMENT agree that the COUNTY and other recipient agencies identified in this document, employees, and subcontractors are not agents of the DEPARTMENT as a result of this AGREEMENT.

G. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the COUNTY in violation of this AGREEMENT or any other applicable law or regulation shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the COUNTY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.

H. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

9 – TERMINATION AND DEFAULT

A. If the DEPARTMENT determines the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the AGREEMENT, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the AGREEMENT will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.

B. The DEPARTMENT may cancel this AGREEMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this AGREEMENT in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this AGREEMENT in the event of an assignment being made for the benefit of creditors. This AGREEMENT may be canceled by the COUNTY upon (60) sixty days written notice to the DEPARTMENT.

C. If the DEPARTMENT requires termination of the AGREEMENT for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the AGREEMENT is to be terminated.

D. If the AGREEMENT is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total

work called for by this AGREEMENT. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

10 - MISCELLANEOUS

A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

B. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. Unless otherwise provided herein or by Amendment, the provisions of this AGREEMENT will remain in full force and effect until the PROJECT is completed and appropriate reimbursements are made, or for a one (1) year term from the date of execution of this AGREEMENT, whichever occurs first.

E. The COUNTY agrees to comply with, and to incorporate in all subcontracts the obligation to comply with, Section 20.055(5), Florida Statutes and Section 255.0991, Florida Statutes.

F. The effective date of this AGREEMENT shall be the latest date on which a party executes this AGREEMENT.

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

Board of County Commissioners
Escambia County, Florida

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

LEGAL REVIEW:

By: _____
Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Phillip Gainer, P.E.
District Secretary

Date: _____

ATTEST:

By: _____
Krissy Cook
Executive Secretary (Seal)

LEGAL REVIEW:

By: _____
Office of the General Counsel

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EXHIBIT "A"

SCOPE OF SERVICES

Traffic Signal Controller Replacement

Project Summary:

This PROJECT is part of the Traffic Controller Obsolescence Replacement Plan for the Escambia/Santa Rosa Region. The existing Peek 3000E controllers are no longer being maintained and certified by the manufacturer. A total of 305 Peek 3000E controllers are on state roads within the Escambia/Santa Rosa Region.

The recommendation is for the existing Peek 3000E controllers maintained by the agencies under the current Traffic Signal Maintenance and Compensation Agreement to be replaced at as many locations selected by the maintaining agencies that the budget for replacement controllers will allow. The obsolete controllers collected should be placed in the maintaining agencies spare controller cache to be used as an exchange for other failed obsolete traffic signal controllers until the Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS) is implemented.

Scope of Services/Deliverables:

The Scope of Services for this AGREEMENT includes procurement of new signal traffic controllers that are necessary to successfully replace approximately 38 Peek 3000E controllers (12% of regional total) within the Region with new controllers.

A breakdown of the 38 traffic signal controllers to be procured (total number of controllers procured will be based on the available funds of $140,000) is shown below and based on the percentage breakdown of the total existing Peek 3000E controllers currently in use:

18 Each	Escambia County at $3700 (approximate)
10 Each	City of Pensacola
6 Each	Santa Rosa County
3 Each	City of Milton
1 Each	City of Gulf Breeze

Remaining available funds up to and not to exceed the budgetary ceiling shall be used to purchase additional controllers or ancillary devices to support/establish traffic signal connectivity to the

ATMS Phase 1. All other parts, cabling, hardware, installation and integration will be the responsibility of the maintaining agencies.

Benefits of Deployment:

Benefits to the COUNTY addressed in this AGREEMENT will provide more efficient overall traffic management through the corridor by providing better tools to the traffic management system operations personnel. Replacing obsolete equipment will improve the maintenance process and operations of the signal system.

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EXHIBIT "B"
METHOD OF COMPENSATION

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, The DEPARTMENT shall reimburse the COUNTY for direct costs of the PROJECT incurred by the COUNTY and other recipient agencies identified in this document, excluding any overhead, in an amount up to but not to exceed **ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS ($140,000.00)**. An approximate number of traffic signal controllers to be replaced is shown in Exhibit "A", Scope of Services. The type of controller and exact number of controllers to be replaced shall be determined by the budget amount. Invoices and other backup documentation shall be clearly associated with the goal of procurement of traffic signal controllers for use within municipalities as stated in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the COUNTY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the COUNTY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The COUNTY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of Invoice from vendor, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

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EXHIBIT "C"

BOARD OF COUNTY COMMISSION
RESOLUTION OR MEETING MINUTES
FOR TRAFFIC SIGNAL CONTROLLER REPLACEMENT

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RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A JOINT PROJECT AGREEMENT (FPN: 436739-3-58-01) FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PURCHASE TRAFFIC SIGNAL CONTROLLERS; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, Florida has agreed to procure replacement traffic signal controllers for approximately 38 locations as part of the Traffic Controller Obsolescence Replacement Plan for the Escambia/Santa Rosa region (hereinafter referred to as the "Project"); and

WHEREAS, the Florida Department of Transportation (hereinafter referred to as the "Department") has agreed to fund, by way of a Joint Project Agreement (FPN: 436739-3-58-01), the Project cost in an amount not to exceed one hundred and forty thousand dollars ($140,000.00), which is the maximum participation by the Department.

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

Section 1. The above stated recitals are true and correct and incorporated herein by reference.

Section 2. The Board hereby supports the Joint Project Agreement between the Department and the County and instructs its staff to coordinate and cooperate with the Department for the completion of the Project.

Section 3. The Board hereby authorizes the Chairman to sign the Joint Project Agreement between the Department and the County.

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

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency:

By/Title:_____
Date: 5/11/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12148 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Contracts for the Bob Sikes Bridge Toll Facillity
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contracts for the Bob Sikes Bridge Toll Facility - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Contracts for the Bob Sikes Bridge Toll Facility:

A. Approve the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87) for equipment repairs, for the Time and Materials Maintenance Contract Agreement through July 7, 2018, to Transcore, LP;

B. Amend the Board's action of December 8, 2016, CAR II-32, Item "B" and approve a 12-month extension, effective July 1, 2017, thru June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

BACKGROUND:

Bob Sikes Bridge Electronic Toll Collection System Maintenance Contract:

Meeting in regular session on November 17, 2016, the Board issued a formal direction to staff to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Facility. Due to discussion, both by the Board of County Commissioners and by the public since that direction, staff is requesting that the aforementioned maintenance contract allocation be approved.

At the regularly-scheduled meeting on July 7, 2015, the Board approved Contract PD

14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis, the County may opt to convert to an all-inclusive maintenance at the rates provided.

The Bob Sikes Bridge Toll Facility System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed-use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed-use lanes are open to pass holders and/or offer the $1 cash transaction option.

Bob Sikes Bridge Toll Plaza Staffing:

In order to align the staffing contract with the original Agreement, Staff is requesting a change in the dates of the extensions to the existing contracts.

The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015. The Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15-048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, was effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12 month periods, subject to the terms of the Agreement. This recommendation will modify the December 8, 2016 Board action from a 16 month extension to a 12 month extension, and will extend the contract for an additional year effective July 1, 2017. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract.

BUDGETARY IMPACT:

Funds are available in Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Codes 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued as required.

Attachments

BCC Mins 060215
BCC Mins 070715
BCC Mins 120816
BCC Mins 021617

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

7. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Downtown Improvement Board, in the amount of $287,500, to be paid from the Tourist Promotion Fund (108), Cost Center 360105, Account 58201, for the purchase of holiday lights and the performances of the Pensacola Pelican Drop, as approved by the Board on March 19, 2015.

8. Adopting the Resolution *(R2015-80)* approving Supplemental Budget Amendment #146, Local Option Sales Tax III Fund (352), in the amount of $1,950,000, to recognize proceeds from a State of Florida, Department of Transportation Economic Development Transportation Project Fund Agreement, and to appropriate these funds for transportation improvements on County Road 184 (Muscogee Road) and State Road 95 (US 29), in Escambia County.

9. Awarding Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approving the *Agreement Relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048)*, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, effective July 1, 2015, for a term of one year, with options for renewal for up to four additional 12-month periods, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for one manager, four supervisors, and 25 toll collectors (Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401).

10. Approving, and authorizing the Chairman to sign, the *Agreement for Consulting Services (PD 14-15.046)* between Escambia County and Crossroads Consulting Services, LLC, per the terms and conditions of PD 14-15.046, Community Recreation and Sports Tourism Needs and Facility Feasibility Study, for a lump sum of $97,500, and travel expense allowance of $4,800, for a total of $102,300 (Funding: Fund 108, Tourist Promotion Fund, Cost Center 360105 – $51,150; Fund 102, Economic Development Fund, Cost Center 360704 – $51,150).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8071 **County Administrator's Report 8. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/02/2015
Issue: Toll Collection Personnel Services at Bob Sikes Bridge PD 14-15.048
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Toll Collection Personnel Services at Bob Sikes Bridge - Stephan Hall, Management and Budget Services Interim Department Director

That the Board award Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge, and approve the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, effective July 1, 2015, for a term of 1 year, with options for renewal for up to 4 additional 12-month periods, subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors.

[Funding: Fund 167, Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401]

BACKGROUND:

The Office of Purchasing advertised the solicitation in the Pensacola News Journal on April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015, and one "no bid" was received on May 21, 2015. JJW Services, Inc., d/b/a Accustaff, is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 167 Bob Sikes Toll Bridge, Cost Center 140301, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.The Office of Purchasing advertised the solicitation in the Pensacola News Journal April 6, 2015. Eight firms were notified on April 6, 2015. A total of five bids were received on May 21, 2015 and one "no bid" was received on May 21, 2015. JJW Services Inc.d/b/a Accustaff is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will distribute the Contract and Purchase Order.

Attachments

Bid Tab
Agreement

Verified By: K. McCord
Date: 7-10-15

AGREEMENT RELATING TO TOLL COLLECTION PERSONNEL SERVICE FOR THE BOB SIKES TOLL BRIDGE (PD 14-15.048)

This Agreement is made this 2nd day of June, 2015, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and JJW Services, Inc. d/b/a Accustaff, a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 52-2107466 and whose principal address is 220 West Garden Street, Suite 805, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Escambia County (hereinafter referred to as "County") owns and operates the Bob Sikes Toll Bridge (hereinafter referred to as the "Bridge") which spans Santa Rosa Sound connecting Pensacola Beach, Florida to the City of Gulf Breeze, Florida; and

WHEREAS, the Florida Legislature has authorized operation of the Bridge as a County toll facility; and

WHEREAS, the County is authorized to contract for the operation of toll facilities used in connection with the roads and bridges of Escambia County; and

WHEREAS, the County issued an Invitation to Bidders seeking bids for toll collection personnel service for the Bob Sikes Toll Bridge (PD 14-15.048); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on July 1, 2015, and continue for a term of one (1) year unless terminated earlier pursuant to paragraph 7. Upon mutual agreement of the parties, the contract may be renewed for up to four (4) additional twelve month periods.

After exercising all options to renew, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the contract term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope of Services. Contractor agrees to provide services including, but not limited to, the scope of services outlined in Escambia County's Invitation to Bidders for Toll Collection Personnel Service for the Bob Sikes Toll Bridge, Specification No. P.D. 14-15.048, attached

hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated May 5, 2015, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the number of hours expended and the amount due and owing for services rendered with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

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. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Employment Practices Liability with $1,000,000 per occurrence minimum limits.

(d) Florida statutory Workers' Compensation.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597.

(g) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Joseph Pillitary, Jr., Purchasing Coordinator, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: JJW Services, Inc.
Attention: Julie Estess
220 West Garden Street, Suite 805
Pensacola, Florida 32502

To: County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: 7-7-15

BCC Approved: 06-02-2015

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Kimberly McCord
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

CONTRACTOR:

Julie J. Estess
By: Julie J. Estess

ATTEST:

By: Julie J. Estess
Corporate Secretary

Date: 10/16/15

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/18/15

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):

A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of $1,675,379.02;

B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:

(1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

(2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743.00;

(3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495.00;

(4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

(5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Continued...

B. Continued...

(6) Third Party Software Purchase Orders, as follows:

(a) Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

(b) Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

(c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

(d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495.00;

(e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795.00;

(f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

(7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

(8) Graybar, UPS, in the amount of $10,908.80, for computer hardware, totaling $86,991.69;

C. Acknowledging, for the Board's record, the total for installation, in the amount of $1,762,370.71; and

(Continued on Page 22)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8396 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Contract Award for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, for a lump sum of $1,675,379.02;

B. Approve and authorize the County Administrator to sign the Purchase Orders for materials included in the Scope of Work, being purchased by Escambia County due to contract savings, as follows:

1. Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

2. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743;

3. Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495;

4. Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

5. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS,

DMZ Switch, in the amount of $477.00;

6. Third Party Software Purchase Orders, as follows:

a. Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

b. Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

c. Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

d. Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495;

e. Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795;

f. Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

7. Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

8. Graybar, UPS, in the amount of $10,908.80, for computer hardware totaling $86,991.69;

C. Acknowledge for the Board's Record the total for installation, in the amount of $1,762,370.71; and

D. Approve five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401]

BACKGROUND:

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass, and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal

was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance.

Savings as follow:

- Original April 28, 2015 Proposal
  - Construction $2,450,440.00
  - Maintenance $1,898,632.80

  Total $4,349,072.80
- June 18, 2015 Negotiation Meeting
  - Construction $1,757,072.34
  - Maintenance
    - Time & Materials $1,084,089.48
    - All Inclusive (possible future) $2,203,189.44

  Total $2,841,161.82 (w/time & materials maintenance)

A savings of $1,507,910.98 based on Time and Materials or $388,811.02 for All Inclusive Maintenance (both savings calculated on only 5 years maintenance, the original scope of work).

BUDGETARY IMPACT:

Funding: Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form B, Construction Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass,

and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance, a savings of $693,367.66.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form B, Construction and Purchase Order.

Attachments

Agreement
BSB TSR Atkins Letter

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

A. Approving the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;

B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning 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. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11284 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Contracts for the Bob Sikes Bridge
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval: RZ for JB

RECOMMENDATION:
Recommendation Concerning the Bob Sikes Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Bob Sikes Bridge:

A. Approve the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP;

B. Approve a 16-month extension effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000 subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorize the Chairman to sign all related documents.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401]

BACKGROUND:
A. Due to the discussions over the recent months and the Board's formal direction at its November 17, 2016 regular meeting to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Plaza, County Staff is requesting that the two aforementioned contract allocations be approved. On July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners.

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided. The Bob Sikes Bridge Toll Plaza System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed use lanes allow for the use of pass holders and/or offer the $1 cash transaction.

B. The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015, and approved the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12-month periods, subject to the terms of the Agreement. This recommendation will extend the contract for an additional year effective July 1, 2016. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract. This contract will be re-bid this year based on the impact of electronic tolling. This contract is being extended for 16 months so that the yearly approvals are in our fiscal year calendar period.

BUDGETARY IMPACT:

Funds are available from Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The Purchase Orders will be issued upon Board approval.

Attachments

Board Approval
Agreement 14-15.030
JJW Board Approval and Contract

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

10. Amending the Board's action taken on December 8, 2016, CAR II-32A, approving the annual allocation, in the amount of $180,000, for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the recommendation to September 30, 2017, rather than September 30, 2016; this does not affect the Five year Time and Maintenance Contract, 14-15.030, that was approved July 7, 2015.

11. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Florida Department of Environmental Protection Agreement No. S0878, Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):

    Task 1 Design and Permitting is being changed from $78,000 to $45,000, which is based on actual expenses.

    Task 2 Construction is being changed from $864,000 to $758,000, which is based on the completed design.

    Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from $40,200 to $180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

    None of the task descriptions have changed, and the total amount of the Grant remains unchanged at $1,000,000.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11686 **County Administrator's Report 15. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/16/2017
Issue: Bob Sikes Bridge Contracts
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Bob Sikes Bridge Contracts - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action taken on December 8, 2016, CAR II-32A, approving the annual allocation in the amount of $180,000 for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the Recommendation to September 30, 2017, rather than September 30, 2016.

This does not affect the Five year Time and Maintenance Contract 14-15.030 that was approved July 7, 2015.

BACKGROUND:
A scrivener's error was made on Agenda Item CAR II - 32-A at the December 8, 2016, Board of County Commissioners Meeting. This is to amend the recommendation to correct the ending date.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon BCC approval, the Office of Purchasing will issue a Purchase Order to Transcore, LP.

Attachments

Board Action 12/8/2016

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

A. Approving the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;

B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning 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. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12132 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Change Order to Roads, Inc. of NWF on Contract PD 14-15.064 "Mack's Road Dirt Road Paving Project"
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, "Mack's Road Dirt Road Paving Project" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project:

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$19,500.00
Vendor:	Roads, Inc., of NWF
Project Name:	Mack's Road Dirt Road Paving Project
Contract:	PD 14-15.064, General Paving and Drainage Agreement
PO No.:	161394
CO No.:	1
Original Award Amount:	$337,890.80
Cumulative Amount of Change Orders through this CO:	$19,500.00
New Contract Total:	$357,390.80

[Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655]

BACKGROUND:

Meeting in regular session on July 7, 2016, the Board approved issuing a purchase order to Roads, Inc. of NWF, on Contract PD 14-15.064 "General Paving and Drainage Agreement" to pave approximately 0.8286 miles of Mack's Road from Highway 99 to the East End. This project also included clearing and grubbing, the installation of 1.5" of SP 12.5 asphalt, base preparation, drainage, sod, shoulder establishment, installation of driveways, and shoulder work.

This Change Order, #1, in the amount of $19,500.00, is an additive change order to add 1950 linear feet of 4-foot high woven wire fence which was inadvertently left off the original contract.

Section 14 "Contract Term/Renewal/Termination" of the contract states that "No project shall exceed $350,000 without prior approval of the Board of County Commissioners." Because this Change Order takes the amount of the purchase order over $350,000, Board approval is required.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Over $350K

Change Order 1 with original PO

Board Action 070716

---

weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

Contract Information

14. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective October 1, 2015 after award by the Board of County Commissioners and extend for a period of Thirty-six (36) months to expire on September 30, 2018.

B. Annual continuation of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

C. The initiating County Department/Division shall issue release (purchase) orders against the term contract on an "as needed" basis. Any project requiring the issuance of a Purchase Order of fifty thousand dollars ($50,000.00) and greater or a Change Order increasing the total dollar value of a purchase order to $50,000.00 or greater shall be requested by the client Department and authorized by the Board of County Commissioners in accordance with the County Ordinance 2001-60, Section 46-64, prior to issuance of a Purchase Order/Change Order. No project shall exceed $350,000.00 without prior approval of the Board of County Commissioners.

D. The contract may be canceled by the awarded vendor, for cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, with or without cause, upon thirty (30) days prior written notice.

15. **Price Adjustment**

The contract resulting from this Solicitation includes provision for price adjustments. Written request for price adjustments may be made annually. Any request shall be submitted to the Engineering Construction Manager no later than July 1 of the fiscal Year. All awarded vendors will be allowed to adjust their unit price, whether as an increase or a decrease, at the established annual renewal time (The Effective Date for all requested Changes shall be October 1, the start of a new fiscal year). If any vendor should choose not to adjust their unit prices, it is an understood acceptance of the updated fuel index and understands that any bituminous adjustments will be utilizing the current fuel index for the month of renewal (September). Any requested increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the awarded contractor by its suppliers. Adjustments in prices shall be accomplished by written amendment to this contract submitted by the Contract Administrator and approved by the Board of County Commissioners, with an Effective Date of October 1st.

16. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc..

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency

James Duncan
cn=James Duncan, o=Public Works, ou=Engineering, email=jeduncan@myescambia.com, c=US
2017.03.22 16:42:09 -05'00'

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	Mack's Rd DRP
Project ID:	ENG319
Location:	District 5
Project Manager:	Cooper Saunders
Date:	3/15/2017

Joy Jones
cn=Joy Jones, o=Public Works, ou=Engineering, email=djjones@myescambia.com, c=US
2017.03.23 12:15:25 -05'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This RFF is for time and the addition of some fencing. Due to the wet winter the crews have several set backs. The total number of weather days are 17 days. A total of 1950 LF of 4 wire fence needs to be added to the contract for an additive of $19,500.00. The fence was left off in error. An additional 30 days will be added to account for the scheduling of fencing sub. The total increase of the contract will be 5.7% bringing the new total to $357,390.80. The new substantial date will be 3/31/2017.

Attached backup documentation _____ page (s).
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 47 calendar days.
4/30/2017 Completion date

				Obligated	Required
Balance of CIP Project					
Funds for Original Construction Contract					$ 19,500.00
Funds for Construction CO#	CO1				
Contract PD	14-15.065 xxx064.9S	Contractor	Roads, Inc		
Funds for Original Task Order					
Funds for Addendum #					
Task Order PD		Consultant			
Funds for Original Work Order					
Funds for Change Order #					
Contract PD		Contractor			
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ -	$ (19,500.00)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date:

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 3/15/2017

2.) Project name: Mack's Rd DRP

3.) Contract No: 14-15.064 0 9S

4.) Description of Services to be Performed:
This RFF is for time and the addition of some fencing. Due to the wet winter the crews have several set backs. The total number of weather days are 17 days. A total of 1950 LF of 4 wire fence needs to be added to the contract for an additive of $19,500.00. The fence was left off in error. An additional 30 days will be added to account for the scheduling of fencing sub. The total increase of the contract will be 5.7% bringing the new total to $357,390.80. The new substantial date will be 3/31/2017.

5.) Negotiated Cost of Construction: $ $ 19,500.00

6.) Location Work is to be Performed:

District 5

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
Days to Complete 47
Completion Date of Work 4/30/2017

Schedule for Work Requested and Received

Cooper Saunders
cn=Cooper Saunders, o=Public Works, ou=Engineering, email=Cooper_Saunders@myescambia.com, c=US
2017.03.22 15:55:42 -05'00'

Project Manager Date:

Work Order Approved

Division Chief Date:

Negotiated Work Order Accepted

Contractor Representative Date: 3-15-17

Work Order Completed

Contractor Representative Date:

Mack's Rd DRP		PD14-15.064 General Paving and Drainage Pricing Agreement			Roads, Inc. of NWF	
ENG319		Valid From October 1, 2015 till September 30, 2016				
Section	**Category**	**Sub-Category**	**Quantity**	**Units**	**Unit Price**	**Ext Cost**
14200-	00101	4' Wire Fence	1950	LF	$10.00	$19,500.00
			Sub Totals			$19,500.00
07900-	00100	MOT Based on section 07900-00100 and sub total of project				
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$0.00
			Grand Total			$19,500.00
		Balance of Line (may not exceed 25% of total cost)	**Qty**	**Units**		
						$0.00
		Balance of Line Total				$0.00
		Additional Performance and Payment Bond				$0.00
		Revised Grand Total with BOL				$19,500.00

CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contractor Number PD 14-15.064

Date: 4/19/2017 Dated

To: Escambia County Public
Works Engineering

Project Name: Mack's Rd DRP

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Addition of 1950LF of 4 wire fence that was left out of the original contract. 1950lf at $10/ft totaling $19,500.00

	Dollars	Time in Calendar Days
Original Contract Amount	$ 337,890.80	
Sum of Previous Changes	$ 0	
This Change Order	$ 19,500.00	
Adjusted Agreement Amount	$ 357,890.80	

This contract substantial completion date will be increased/decreased by 47 calendar days due to the Change Order. The new contract substantial completion date is 3/31/2017. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20____

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

PURCHASE ORDER NO. 161394

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
182328 FAX: 850-968-0996
ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 07/20/16	BUYER: PAUL NOBLES	REQ. NO.: 16001598	REQ. DATE: 07/19/16
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 14-15.065	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			CONTACT COOPER SAUNDERS WITH ANY QUESTIONS.		
01	1.00	LOT	CONTRACT PD 14-15.065 "PAVING AND DRAINAGE AGREEMENT" WORK ORDER PD 14-15.065.9S "MACKS ROAD DIRT ROAD PAVING PROJECT" BCC APPROVAL 07/07/2016	337890.8000	337,890.80

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	337,890.80	16EN3655

PAGE TOTAL	$	337,890.80
TOTAL	$	337,890.80

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

16001598
161394

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Mack's Rd DRP
Project ID:
Location: District 5
Project Manager: Cooper Saunders
Date: 6/8/2016

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

Requesting funds to pave approximately 0.8288 miles of Mack's Rd from Hwy 99 to the East End. This project will include clearing and grubbing, the installation of 1.5" of SP 12.5 asphalt, base preparation, drainage, sod, shoulder establishment, as well as installing driveways shoulder work and sod. Requesting a total of $337,890.60.

16EN3655

Attached backup documentation _____ page (s).
RFF/NTP Start Date _____ or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 120 calendar days.
_____ Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				$ 337,890.60
Funds for Construction CO#				
Contract PO 14-15.086	Contractor	Roads, Inc		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PO	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PO	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PO	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (337,890.60)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date: _____

H:\ENG\FileSystem\Projects\Dirt Road Paving\DRP Projects\Macks\MacksRd.xlsx

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: 6/8/2016

2.) Project name: Mack's Rd DRP

3.) Contract No: 14-15.0640

4.) Description of Services to be Performed:
Requesting funds to pave approximately 0.8286 miles of Mack's Rd from Hwy 99 to the East End. This project will include clearing and grubbing, the installation of 1.5" of SP 12.5 asphalt, base preperation, drainage, sod, shoulder establishment, as well as installing driveways shoulder work and sod. Requesting a total of $337,890.80.

5.) Negotiated Cost of Construction: $ $ (337,890.80)

6.) Location Work is to be Performed:

District 5

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: _____ or Upon Issuance of Notice to Proceed
Days to Complete 120
Completion Date of Work _____

Schedule for Work Requested and Received

_____ Date: _____
Project Manager

Work Order Approved

_____ Date: _____
Division Chief

Negotiated Work Order Accepted

_____ Date: 6-13-16
Contractor Representative

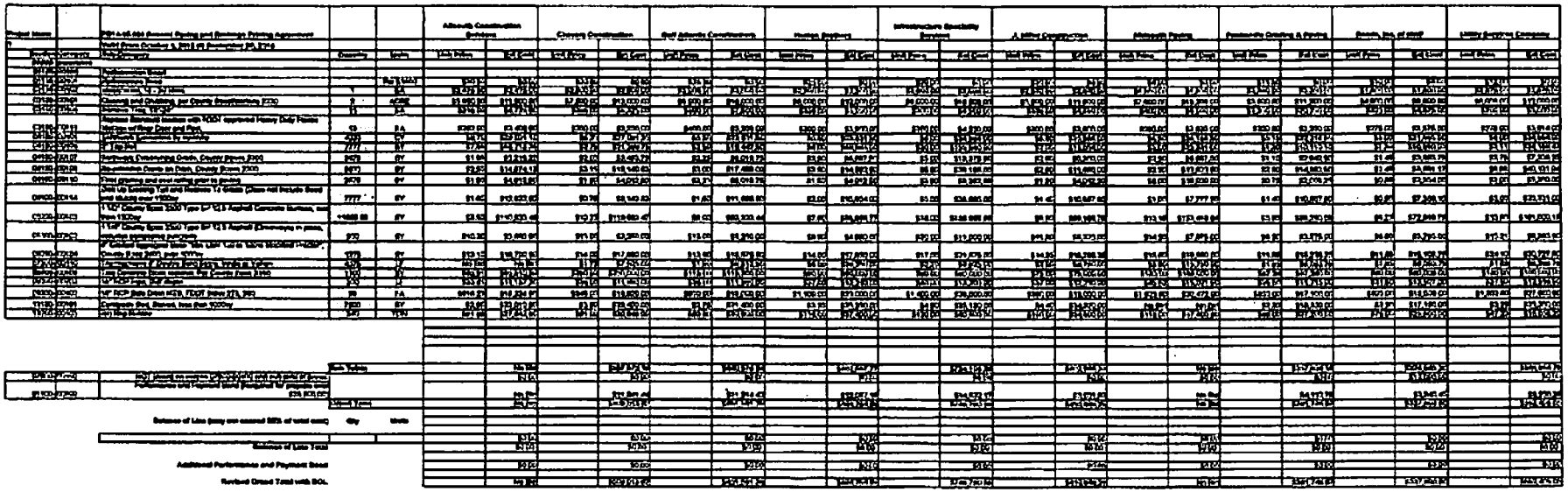
Work Order Completed

_____ Date: _____
Contractor Representative

H:\ENG\FileSystem\Projects\Dirt Road Paving\DRP Projects\Macks\MacksRd.xlsx

Mack's Rd DRP		PD14-15.064 General Paving and Drainage Pricing Agreement			Roads, Inc. of NWF	
0		Valid From October 1, 2015 till September 30, 2016				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
01000-	*Insurance*					
01100-	00100	Performance Bond				
01100-	00101	Performance Bond		Per $1000	$10.00	$0.00
02100-	00102	Mobilization, 16 - 30 Miles	1	EA	$1,600.00	$1,600.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	2	ACRE	$4,900.00	$9,800.00
03100-	00105	Remove Tree, 13"-24"	15	EA	$325.00	$4,875.00
03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	13	EA	$275.00	$3,575.00
04100-	00101	Earthwork Excavation by machine	4333	CY	$5.00	$21,665.00
04100-	00106	3" Top Soil	7777	SY	$1.39	$10,810.03
04100-	00107	Earthwork Establishing Grade, County Specs 2300	2675	SY	$1.49	$3,985.75
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	5833	SY	$1.49	$8,691.17
04100-	00110	Final grading and seal rolling prior to paving	2675	SY	$0.88	$2,354.00
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	7777	SY	$0.95	$7,388.15
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	11666.68	SY	$6.25	$72,916.75
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	550	SY	$6.90	$3,795.00
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1275	SY	$11.85	$15,108.75
07300-	00110	Thermoplastic 6" Double Solid Stripe, White or Yellow	4375	LF	$1.85	$8,093.75
08400-	00108	Tied Concrete Block Material, Per County Spec 3310	1000	SY	$80.00	$80,000.00
09200-	00703	18" RCP Pipe, 0'-6' depth	330	LF	$31.90	$10,527.00
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	20	EA	$825.00	$16,500.00
13100-	00101	Centipede Sod, Staked, less than 1000sy	7800	SY	$2.20	$17,160.00
13200-	00103	Rip Rap Rubble	340	TON	$75.00	$25,500.00
				Sub Totals		$324,545.35
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$10,000.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$3,345.45
				Grand Total		$337,890.80
		Balance of Line (may not exceed 25% of total cost)	Qty	Units		
						$0.00
		Balance of Line Total				$0.00
		Additional Performance and Payment Bond				$0.00
		Revised Grand Total with BOL				$337,890.80

Calculations verified 10/15/16



COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. PD 14-15.064

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, amending the Board's action of September 24, 2015, awarding an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for General Paving and Drainage, for a term of 36 months to the following contractors, for an estimated annual amount of $3,000,000, to each contractor, which was based on the Attorney's Standard Form of Contract, to instead approve the award of an Indefinite Quantity, Indefinite Delivery Multiple Awards Contract PD 14-15.064, for a term of 36 months for the estimated annual amount of $3,000,000, to each of the following contractors, and approve the General Paving and Drainage Agreement PD 14-15.064, between Escambia County and the following contractors:

Allsouth Construction Services, LLC
Chavers Construction
Gulf Atlantic Constructors, Inc.
J Miller Construction, Inc.
Midsouth Paving, Inc.
Infrastructure Specialty Services, Inc.
Panhandle Grading and Paving, Inc.
Roads, Inc., of NWF
Utility Service Co., Inc.

The recommendation to award the Contract PD 14-15.064 to the ten contractors, for an estimated annual amount of $3,000,000, went before the Board of County Commissioners on September 24, 2015, and the Contract form indicated at that time was the Attorney's Standard Form of Contract; the Contract PD 14-15.064 is not the Attorney's Standard Form of Contract; the Contract PD 14-15.064 was prepared by Kristin Hual, Assistant County Attorney, for the General Paving and Drainage Pricing Agreement (Funding: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Object Code 56301; Fund 352, LOST III, Cost Center 350229, Object Code 56301; Fund 181, Master Drainage Basin Funds, Cost Center 210719-210736, Object Code 56301; and Fund 112, Disaster Recovery Fund, Cost Centers 330490-330495, Object Codes 54612-56301).

(Continued on Page 63)

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Numbe

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 352 "LOST III"
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Becks Lake Road	16EN3485	210107	56301	$ 20,100
Brickyard Road	09EN0305	210107	56301	$ 9,976
Campbell Road	10EN0575	210107	56301	$ 43,355
Enon School Road	14EN2895	210107	56301	$ 31,315
Lambert Bridge Road	15EN3315	210107	56301	$ 28,083
OC Phillips Road	15EN3335	210107	56301	$ 36,318
Luth Road	15EN3365	210107	56301	$ 17,189
Total				**$ 186,336**

Transfer To: Fund 352 (LOST III)
Fund/Department

Account Title	**Project Number**	**Cost Center**	**Account Code**	**Amount**
Dirt Road Paving	08EN0068	210107	56301	$ 186,336
Total				**$ 186,336**

Cecil 9 R
MARKS 95

Detailed Justification:
Transferring funds from completed Dirt Road Projects back to the Dirt Road Paving project.

Public Works BA #2016022

OMB Analyst

Budget Manager

Management & Budget Dept Direct

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued...

B. Approve the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $337,890.80, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project; and

C. Approve the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $280,518.87, on Contract PD 14-15-064, General Paving and Drainage Agreement, for the Cecil Road Dirt Road Paving Project.

Approved 4-0, with Commissioner Underhill absent

14. Recommendation: That the Board take the following action concerning the acceptance of the donation of a portion of a parcel of property, for road right-of-way on Marge Lane, from Jason L. and Catherine Shawn Flory (Funding: funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office):

A. Authorize staff to negotiate and resolve any matters related to or associated with the acceptance of the property, via donation, for road right-of-way on Marge Lane, from Jason L. and Catherine Shawn Flory;

B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by 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 Quit Claim Deed as of the day of delivery of the Quit Claim Deed to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

Approved 4-0, with Commissioner Underhill absent

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board take the following action concerning the issuance of Purchase Orders on Contract PD 14-15.064, General Paving and Drainage Agreement (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301):

A. Approve the reallocation of remaining funds from the Capital Improvement Program, totaling $618,410, from Dirt Road Paving funds (completed projects) to Mack's Road and Cecil Road Dirt Road Paving Projects:

FROM:

Project Name	District	Amount
Beck's Lake Road	5	$20,100
Brickyard Road	5	$9,976
Campbell Road	5	$43,355
Enon School Road	5	$31,315
Lambert Bridge Road	5	$28,083
O.C. Phillips Road	5	$36,318
Luth Road	5	$17,189
Dirt Road Paving Project		$432,074
TOTAL		**$618,410**

TO:

Project	District	Amount
Mack's Road	5	$337,891
Cecil Road	5	$280,519
TOTAL		**$618,410**

(Continued on Page 36)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued



13. Taking the following action concerning the issuance of Purchase Orders on Contract PD 14-15.064, General Paving and Drainage Agreement (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301):

A. Approving the reallocation of remaining funds from the Capital Improvement Program, totaling $618,410, from Dirt Road Paving funds (completed projects) to Mack's Road and Cecil Road Dirt Road Paving Projects:

FROM:

Project Name	**District**	**Amount**
Beck's Lake Road	5	$20,100
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Enon School Road	5	$31,315
Lambert Bridge Road	5	$28,083
O.C. Phillips Road	5	$36,318
Luth Road	5	$17,189
Dirt Road Paving Project		$432,074
TOTAL		**$618,410**

TO:

Project	**District**	**Amount**
Mack's Road	5	$337,891
Cecil Road	5	$280,519
TOTAL		**$618,410**

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-22. Approval of Various Consent Agenda Items – Continued


2016000730

13. Continued…

B. Approving the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $337,890.80, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project; and

C. Approving the Issuance of a Purchase Order to Roads, Inc., of NWF, in the amount of $280,518.87, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Cecil Road Dirt Road Paving Project.


2016000731

14. Taking the following action concerning the acceptance of the donation of a portion of a parcel of property, for road right-of-way on Marge Lane, from Jason L. and Catherine Shawn Flory (Funding: funds for incidental expenses associated with recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office):

A. Authorizing staff to negotiate and resolve any matters related to or associated with the acceptance of the property, via donation, for road right-of-way on Marge Lane, from Jason L. and Catherine Shawn Flory;

B. Authorizing the payment of documentary stamps because the property is being donated for governmental use, which is for road right-of-way, and the County benefits from the acceptance of the property because it facilitates the construction and maintenance of paving and drainage systems for use by the citizens of Escambia County;

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

D. Authorizing the Chairman or Vice Chairman to accept the Quit Claim Deed as of the day of delivery of the Quit Claim Deed to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

The Quitclaim Deed is recorded in Official Records Book 7555, Pages 708-710

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12266 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Flexible Benefits Plan Administrative Services
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Flexible Benefits Plan Administrative Services - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning the Flexible Benefits Program:

A. Approve the updated Escambia County Board of County Commissioners Flexible Benefits Plan to reflect changes in relevant Federal Laws and governance. The updated document reflects the organization's ability to provide par and other benefits in lieu of health insurance coverage. The option to "opt out" of health insurance coverage requires proof of other health insurance coverage. Employees who elect to "opt out" would receive $10,000 in additional life insurance coverage, a $12.98 discount on their dental coverage, and a $100 per calendar month stipend; and

B. Authorize the County Administrator to sign the Escambia County Board of County Commissioners Flexible Benefits Plan document.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53101. The budgetary impact will be determined by the number of eligible employees who enroll in the opt out provision.]

BACKGROUND:

The plan document requires updates periodically as the laws change, either through a Summary Material Modification (SMM)
or rewrite depending on the changes in the plan. In 2013 and 2014, a SMM was approved for changing the plan year, adding a $500 rollover, and increased the limit for Health Care Reimbursement, per IRS requirements. Due to these changes, it was determined a rewrite would be appropriate to include the prior language changes and add an "opt out" provision for employees declining to take County-sponsored health coverage. The interpretation of relevant communications on this subject is that the $100 stipend will be considered taxable income and employees that are TRICARE eligible or

employees who are eligible for Medicare will not be eligible for the benefit due to prohibitions of such payments by the Centers for Medicare and Medicaid Services and the Department of Defense.

BUDGETARY IMPACT:

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 53101]

The budgetary impact will be determined by the number of eligible employees who enroll in the opt out provision.

LEGAL CONSIDERATIONS/SIGN-OFF:

We will continue to monitor the guidance issued by the Internal Revenue Service (IRS) regarding provisions of providing payments
to employees who elect to "opt out" as guidance on this topic from the IRS has been limited to date. The County Attorney's Office has reviewed the Plan Document and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with the Lockard and Williams Insurance Company to ensure the plan document is updated. The Human Resources Department will coordinate with the Clerk of Courts to ensure the procedures for employees to receive appropriate payment if they elect to "opt-out" are mutually agreeable and efficient.

Attachments

Flex Plan Document 052517

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN

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ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS FLEXIBLE BENEFITS PLAN

INTRODUCTION

The Employer has restated the Escambia County Board of County Commissioners Flexible Benefits Plan (the "Plan"), effective 01/01/2018. The purpose of the Plan is to allow Eligible Employees to choose between cash and certain qualified benefits. Specifically, the Plan allows Eligible Employees to pay for their share of premiums on a pre-tax, salary reduction basis. In addition, the Plan allows Eligible Employee to contribute on a pre-tax, salary reduction basis to accounts for reimbursement of certain medical and dependent care expenses under the respective Health Flexible Spending Account, Limited Purpose Health Flexible Spending Account, and Dependent Care Flexible Spending Account. Only employees may participate in the Plan, and the provisions of the Plan shall apply uniformly to all Participants. This Plan is a restatement of a Plan which was originally effective on 10/01/2004.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Code Section 125 and the regulations thereunder, and that the salary reductions that an Employee elects under the Plan be excludable from the Employee's income. It is intended that the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account operate in accordance with the rules under Code Section 125, and qualify as an "accident and health plan" within the meaning of Code Section 105(e) such that reimbursements will be eligible for exclusion from Participants' taxable income under Code Section 105(b). It is intended that the Dependent Care Flexible Spending Account qualify as a dependent care assistance program within the meaning of Code Section 129 such that reimbursements will be eligible for exclusion from Participants' taxable income under Code Section 129(a). To the extent that a provision of this Plan relates to a requirement of the Code, it must be interpreted to impose such requirement, but only to the extent required by law, unless the terms of the provision expressly provide otherwise.

Neither the Plan, nor the action of an Employer in establishing or continuing the Plan, nor participation in the Plan may be construed as giving any person the right to be employed by or remain employed with an Employer or, except as provided in the Plan, the right to any payment or benefit.

The Plan is an unfunded plan without a trust or any other separate funding vehicle. Although Plan bookkeeping accounts are maintained, including for amounts attributable to Employee pre-tax salary reduction elections, all Plan benefits are paid from the general assets of the Employer.

ARTICLE I
DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section **1** to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices as outlined in Section **1** that Participants can elect and pay for with Salary Redirection.

1.4 **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

1.5 **"Dependent"** means

(a) for purposes of the premium payment arrangement, the Health Flexible Spending Account, and Limited Purpose Health Flexible Spending Account, a child of the Eligible Employee who is under the age of 27 as of the end of the year. A child is a (1) a natural child; (2) an adopted child or a child placed for adoption; (3) a stepchild; or (4) a foster child.

(b) for purposes of the Dependent Care Flexible Spending Account, a "Qualifying Dependent," as defined in Section 7.2(d).

1.6 **"Dependent Care Account"** means the individual notional account established under the Dependent Care Flexible Spending Account in the name of each Participant for the purpose of accounting for credits and for benefits for Employment-Related Dependent Care Expenses paid for or on behalf of the Participant.

1.7 **"Dependent Care Flexible Spending Account"** means the Employer's Dependent Care Spending Account Plan as described in Article VII.

1.8 **"Effective Date"** means January 1, 2018.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section **1**.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section **1**.

1.11 **"Employee"** means any person who is employed by the Employer on its payroll records as a common law employee. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Escambia County Board of County Commissioners and any other Affiliated Employer which shall adopt this Plan; any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. Escambia County Clerk of Court, Escambia County Property Appraiser, Escambia County Tax Collector, Santa Rosa Island Authority, Health Facilities Authority, Escambia County Housing Authority and Human Relations Commission are Participating Employers who will adopt this Plan.

1.13 **"FMLA Leave"** means leave under The Family and Medical Leave Act of 1993, as amended from time to time.

1.14 **"Health Account"** means the individual notional account established under the Health Flexible Spending Account in the name of each Participant for the purpose of accounting for credits and for benefits for Medical Expenses paid for or on behalf of the Participant.

1.15 **"Health Flexible Spending Account"** means the Employer's Health Flexible Spending Account Plan, as described in Article VI.

1.16 **"Highly Compensated Employee"** means an Employee who:

(a) performs services for the Employer during the determination year;

(b) for the look-back year received compensation (as defined in Code Section 415(c)(3), including elective deferrals as defined in Code Section 402(g) and amounts excludible from salary under Code Sections 125, 132(f)(4), or 457) in excess of $120,000 (for 2017), as adjusted to reflect cost-of-living increases; and

(c) was a Participant of the top 20% of Employees during the look-back year when ranked on the basis of compensation received during the year.

For purposes of this definition of Highly Compensated Employee, the "determination year" is the Plan Year, and the "look-back year" is the 12-month period immediately preceding the determination year.

1.17 **"Highly Compensated Individual"** means, with respect to Code Section 125, a Participant who is (a) an officer, (b) a Highly Compensated Employee, (c) a more-than-5 percent owner, or (d) a Spouse or Dependent of an individual described in (a), (b) or (c) above. With respect to Code Section 105(h), Highly Compensated Individual means an individual who is (1) one of the five highest paid officers, (2) a more-than-10% owners of the employer's stock, or (3) among the highest paid 25% of all Employees.

1.18 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

1.19 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.20 **"Insurer"** means any insurance company that issues an Insurance Contract .

1.21 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.22 **"Limited Purpose Health Account"** means the individual notional account established under the Limited Purpose Health Flexible Spending Account in the name of each Participant for the purpose of accounting for credits and for benefits for Limited Purpose Medical Expenses paid for or on behalf of the Participant.

1.23 **"Limited Purpose Health Flexible Spending Account"** means the Employer's Limited Purpose Health Flexible Spending Account Plan, as described in Article XIII.

1.24 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section **3** and has not for any reason become ineligible to participate further in the Plan.

1.25 **"Plan"** means the Escambia County Board of County Commissioners Flexible Benefits Plan.

1.26 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.27 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Sections **1**(4) – (10).

1.28 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 1and Article V.

1.29 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Employer allows a Participant to elect Benefits and specify Salary Redirections. The Salary Redirection Agreement shall apply only to compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant. The Salary Redirection Agreement may be undertaken through electronic means.

1.30 **"Spouse"** means an individual who is lawfully married to a Participant and not legally separated. An individual shall be considered lawfully married regardless of where the individual is domiciled if either of the following are true: (1) the individual was married in a state, possession, or territory of the U.S. and the individual is recognized as lawfully married by that state, possession, or territory of the U.S.; or (2) the individual was married in a foreign jurisdiction and the laws of at least one state, possession, or territory of the U.S. would recognize the individual as lawfully married.

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY

With respect to the Benefits except for the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account, an Employee shall be eligible to participate in the Plan as to such Benefit the first of the month following 30 days of employment after his initial date of employment with the Employer. An Eligible Employee shall be eligible to participate in the Plan with respect to the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account the first day of the plan year that begins following 30 days of employment after his initial date of employment with the Employer. Eligible Employees are full-time employees who work at least thirty hours per week.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section **2.1** and files a Salary Redirection Agreement, as described in Section 2.3.

2.3 APPLICATION TO PARTICIPATE

An Eligible Employee shall, during the applicable Election Period, submit a Salary Redirection Agreement in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section hereof.

Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section **2.2.**

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Benefits under this Plan listed in Section 4.1(4)-(10) shall automatically become a Participant to the extent of the Premiums for such benefits.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate with respect to any of the Benefits under this Plan upon the earliest occurrence of any of the following events:

(a) **Termination of employment.** The date on which the Participant's termination of employment, subject to the provisions of Section **5**;

(b) **Death.** The date on which the Participant dies, subject to the provisions of Section **6**;

(c) **Termination of the Plan or Benefit.** The date on which the Plan or such Benefit terminates;

(d) **Termination of Eligibility.** With respect to any Benefit, the date on which the Employee ceases to satisfy the eligibility requirements of such Benefit;

(e) **Termination of Salary Redirection Agreement.** The date on which the Participant's Salary Redirection Agreement expires or is terminated under the Plan; or

(f) **Change from Full-Time to Part-Time.** The date on which an employee changes from full-time to part-time unless the employee continues to work 30 hours/week.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section **1** shall be governed in accordance with the following:

(a) **Certain Benefits.** With regard to Benefits provided under Section **1**(4) – (10), the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract or self-funded benefit for which premiums have already been paid.

(b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 60 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account orLimited Purpose Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section **.13** of the Plan.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's Spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year. In no event may reimbursements be paid to someone who is not a Spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account.

2.7 REINSTATEMENT DURING PLAN YEAR

If a Participant terminates employment with the Employer and is rehired within thirty (30) days, his or her Benefit Option elections (and corresponding Salary Redirection Agreement) in effect at the time of the Participant's termination of employment will automatically resume and remain in effect for the balance of the Plan Year in which re-employment occurs; provided, however, to the extent such Benefit Options or previously elected levels of coverage are no longer available due to a modification of the Benefit Options, a change in the Employee's classification or otherwise, the Participant shall be deemed to have elected those Benefit Options and levels of coverage determined by the Administrator to be the default elections in like circumstances. Any other rehired Employee shall be treated as a new Employee for purposes of this Plan.

2.8 PARTICIPATION DURING OR UPON RETURN FROM LEAVES OF ABSENCE

(a) a Participant while on an approved paid leave of absence must continue any and all Benefit Options elected under this Plan, and the Participant's Salary Redirection Agreement shall continue without modification while on such paid leave of absence, subject to adjustments due to changes in costs.

(b) In accordance with the terms of the Benefit Option, Participants while on an approved unpaid leave of absence may continue or discontinue any or all of the Benefit Options in effect on the leave commencement.

For all Benefit Options except for the Health Flexible Spending Account, Limited Purpose Health Flexible Spending Account, and Dependent Care Flexible Spending Account, if the Participant continues coverage during the leave, he or she must make catch-up contributions for the missed contributions when he or she returns to work. If a Participant returns from an approved unpaid leave of absence, the Participant's last Salary Redirection Agreement timely made during an Election Period shall automatically resume (subject to adjustment for changes in costs) and be given effect for the balance of the Plan Year in which the Participant returns from leave; provided, however, to the extent such Benefit Options or previously elected levels of coverage are no longer available due to a modification of the Benefit Options, a change in the Participant's classification or otherwise, the Participant shall be deemed to have elected those Benefit Options and levels of coverage determined by the Administrator to be the default elections in like circumstances.

For the Health Flexible Spending Account, Limited Purpose Health Flexible Spending Account, and Dependent Care Flexible Spending Account, if the Participant continues coverage during the leave, he must either pay his contributions on an after-tax basis during his leave or make catch-up contributions for the missed contributions when he returns to work. If the Participant discontinues coverage and returns from an approved unpaid leave of absence, he will be reinstated in coverage when he returns to work. At that time, the Participant can elect to either resume his elections on his last Salary Redirection Agreement and resume coverage at a reduced level or make new elections on the Salary Redirection Agreement, make up the unpaid payments, and resume coverage in effect at the level before the leave.

ARTICLE III
SALARY REDIRECTIONS

3.1 SALARY REDIRECTION

Participants shall make Salary Redirections sufficient to pay the cost of the Benefits that the Participant has elected hereunder. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the Code Section 125 rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect to forego receiving a portion of his or her compensation during the Plan Year and, in lieu of receiving in cash the foregone compensation, elect any one or more of the following Benefits:

(1) Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account

(2) Dependent Care Flexible Spending Account

(3) Health Savings Account Benefit

In addition, each Participant may elect to forego receiving a portion of his or her compensation during the Plan Year and, in lieu of receiving in cash the foregone compensation and any additional cash payment as described in Section 4.4, elect one or more of the following Benefits:

(4) Health Insurance Benefit

(5) Dental Insurance Benefit

(6) Group-Term Life Insurance Benefit

(7) Cancer Insurance Benefit

(8) Vision Insurance Benefit

(9) Accidental Death and Dismemberment Insurance Benefit

(10) Other Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT AND LIMITED PURPOSE HEALTH FLEXIBLE SPENDING ACCOUNT

Each Participant who does not elect to contribute to an HSA may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply. Each Participant who elects to contribute to an HSA may elect to participate in the Health Flexible Spending Account option, in which case Article XIII shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant, Spouse, and Dependents.** Each Eligible Employee may elect to purchase coverage under the Employer's health plan on pre-tax basis for the him/herself, his or her Spouse, and his or her Dependents.

(d) **Eligible employees who decline coverage**. Eligible Employees who do not elect to purchase coverage under the Employer's health plan may receive an additional cash payment from the Employer in an amount of $100 per calendar month. Such Eligible Employees will also receive $10,000 in additional life insurance benefits, which may result in taxable income to the Eligible Employee, and their required contribution for the Dental Insurance Benefit will be reduced by $12.98 per month. Such cash payment shall be considered a taxable benefit under the Plan, and such additional life insurance benefit may be considered a taxable benefit under the Plan. Such payments, benefits, and Dental Insurance Benefit discount shall be made available on a uniform and consistent basis to Participants. Notwithstanding the foregoing, this Section 4.4(d) shall not apply to Eligible Employees who are eligible for Medicare or Tricare.

4.5 DENTAL INSURANCE BENEFIT

Each Eligible Employee may elect to purchase coverage under the Employer's dental plan on pre-tax basis for him/herself, his or her Spouse, and his or her Dependents.

4.6 GROUP-TERM LIFE INSURANCE BENEFIT

Each Eligible Employee may elect to purchase coverage under the Employer's group-term life plan for him/herself.

4.7 CANCER INSURANCE BENEFIT

Each Eligible Employee may elect to purchase coverage under the Employer's cancer plan for him/herself, his or her Spouse, and his or her Dependents.

4.8 VISION INSURANCE BENEFIT

Each Eligible Employee may elect to purchase coverage under the Employer's vision plan for him/herself, his or her Spouse, and his or her Dependents.

4.9 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

Each Eligible Employee may elect to purchase coverage under the Employer's accidental death and dismemberment plan for him/herself, his or her Spouse, and his or her Dependents.

4.10 OTHER INSURANCE BENEFIT

The Employer may allow Eligible Employees to elect to purchase other types of coverage allowed under Code Section 125.

4.11 HEALTH SAVINGS ACCOUNT BENEFIT

Each Eligible Employee may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.12 NONDISCRIMINATION REQUIREMENTS

(a) **Highly Compensated Individuals.** It is the intent of this Plan to not discriminate in favor of Highly Compensated Individuals as to eligibility to participate, or as to contributions and benefits, in compliance with the requirements of Code Section 125(b)(1).

(b) **Key Employees.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such qualified benefits provided for all Participants under the Plan, in compliance with Code Section 125(b)(2).

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Highly Compensated Individuals or Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce Salary Redirections or non-taxable Benefits in order to assure compliance with the Code and regulations. .

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who first meets the eligibility requirements of Section **2.1** on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he timely submits a Salary Redirection Agreement .

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Benefits described in Section 4.1(4) –(10) shall automatically become a Participant to the extent of the Premiums for such insurance.

A Salary Redirection Agreement is effective for the remainder of the Plan Year in which it is first entered and is irrevocable during the Plan Year, except as provided in Section 5.4.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Eligible Employee shall be given the opportunity to elect Benefit options for the next Plan Year. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) An Eligible Employee who failed to initially elect to participate may elect new Benefits during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section .

A Salary Redirection Agreement is effective for the entire Plan Year to which it relates and is irrevocable during the Plan Year, except as provided in Section 5.4.

5.3 FAILURE TO ELECT

With regard to Benefits listed in Section 4.1(1) –(3), any Participant who fails to complete a new Salary Redirection Agreement pursuant to Section **5.2** by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits listed in Section 4.1(4) – (10), any Participant who fails to complete a new Salary Redirection Agreement pursuant to Section **5.2** by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit Options.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with the provisions in the Plan, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual or the individual's Spouse or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to termination of employment, divorce, annulment or legal separation.

Any new election should be made no later than 30 days of the change in status occurring and shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the new Salary Redirection Agreement is completed and returned to the Administrator. If the new elections include a Health Insurance Benefit described in Section 4.4, the Employer may require a Participant to return any payment received that Plan Year for waiting health benefits, as described in Section 4.4(b). In

addition, the increased Life Insurance Benefit and Dental Insurance Benefit discount described in Section 4.4(b) may cease on a protective basis.

For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury rules and regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the definition of Dependent due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

This subsection (e) applies with respect to the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not a relative of the Employee.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive, on a prospective basis, coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election with respect to the Health Flexible Spending Account or the Limited Purpose Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Health Savings Account changes.** A Participant who has elected the Health Savings Account Benefit specified in Section **4.11** may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

(m) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage with respect to the Health Insurance Benefit provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

(1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 GENERALLY

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105(e) such that reimbursements will be eligible from exclusion from Participants' taxable income under Coode Section 105(b). The Health Flexible Spending Account shall be interpreted in a manner consistent with such Code Sections and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed to a Participant shall be periodically paid from amounts allocated to the Participant's Health Account. Periodic payments reimbursing Participants from the Health Account shall in no event occur less frequently than monthly.

The Employer establishes and maintains on its books a Health Account for each Participant who elects to participate in the Health Flexible Spending Account. Each Plan Year is accounted for separately. A Participant's Health Account is credited, as of the first day of the Plan Year, with the full amount elected for the Plan Year under the Participant's Salary Redirection Agreement. All amounts credited to the Health Account are the property of the Employer until paid out pursuant to Article VI.

6.2 DEFINITIONS

For the purposes of this Article and the Plan, the terms below have the following meaning:

(a) **"Medical Expenses"** means any expense for medical care within the meaning of Code Section 213(d) and the rulings and Treasury regulations thereunder (except as otherwise noted below), and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(b) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

If any balance remains credited to the Participant's Health Account after all reimbursements are made for that Plan Year, up to $500.00 of such balance will be allowed to rollover into the next Plan Year. If a Participant elects to contribute to an HSA in that next Plan Year, the balance will roll over to a Limited Purpose Health Account. The amount in the Participant's Health Account as of the end of any Plan Year after the rollover has taken place (and after the processing of all claims for such Plan Year pursuant to Section 7 hereof) shall be forfeited and is not available to the Participant in any other form or manner. In such event, the Participant shall have no further claim to such amount for any reason. Such balance remains the property of the Employer, and the Participant forfeits all rights with respect to such balance.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of Salary Redirections that a Participant may allocated to his or her Health Account in or on account of any Plan Year is $2,600, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2). The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12). A rollover described in Section 6.3 will not be counted as a Salary Redirection for this purpose.

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a

Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each employer's health flexible spending account.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in favor of Highly Compensated Individuals as to eligibility to participate, or as to contributions and benefits, in compliance with the requirement of Code Section 105(h).

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce Salary Redirections in order to assure compliance with this Section.

6.6 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year and runout period, subject to Section **2.5**, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Salary Redirections which have been allocated to the Participant's Health Account at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Except as described in Section 6.8, reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 60 days after the end of the Plan Year (the "runout period"), those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 60 days after termination of employment.

6.7 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section **6.4**.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

(1) Co-payments for doctor and other medical care;

(2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under Treasury regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in the Dependent Care Flexible Spending Account may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(b) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment-related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant and his or her Spouse to be gainfully employed, to enable the Spouse to be a full-time student for at least five months during the year, or if the Spouse is physically or mentally incapable of self-care for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 2(d)(1) or (3) who regularly spends at least 8 hours per day in the Participant's household or a Qualifying Dependent as defined in Section 7.2(c)(1).

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(c) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) the Participant's dependent child (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a dependent of the Participant (as defined in Code Section 152, without regard to subsections (b)(1), (b)(2), and (d)(1)(B)) who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a Spouse of the Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year.

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE ACCOUNTS

The Administrator shall establish and maintain on its books a Dependent Care Account for each Participant who elects to participate in the Dependent Care Flexible Spending Account. Each Plan Year shall be accounted for separately.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Account shall be credited each pay period by the portion of Salary Redirections that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof. All amounts credited to the Dependent Care Account are the property of the Employer until paid out.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section **12** hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section **9**, and to the extent of the amount contained in the Participant's Dependent Care Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section **7.6** during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

If any balance remains credited to a Participant's Dependent Care Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section **12** hereof), such balance is not rolled over to reimburse the Participant for Employment-Related Dependent Care Expenses, is not available to the Participant in any other form or manner, and shall be forfeited. In such event, the Participant shall have no further claim to such amount for any reason. Such balance remains the property of the Employer, and the Participant forfeits all rights with respect to such balance.

7.9 LIMITATION ON PAYMENTS

(a) **Plan limits.** Notwithstanding any provision contained in the Plan to the contrary, the following limits apply in addition to the Code limits. The minimum amount that may be allocated to the Dependent Care Account by a Participant in or on account of any Plan Year is $10.00 per pay period.

(b) **Code limits.** Notwithstanding any provision contained in the Plan to the contrary, amounts paid from a Participant's Dependent Care Account in or on account of any Plan Year shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or $5,000 ($2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs

(3) and (4) of Code Section 21(e)). In the case of a married Participant who elects Section 125 Contributions to a Dependent Care Account in excess of two thousand five hundred dollars ($2,500), the Plan Administrator shall be entitled to rely on the Participant's election as constituting a certification by the Participant that he or she will file a joint tax return.

7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that the average benefits provided to employee who are not Highly Compensated Employees shall be at least 55-percent of the average benefits provided to Highly Compensated Employees in compliance with the requirements of Code Section 129(d)(8), and the Dependent Care Spending Account Plan shall not discriminate in favor of Highly Compensated Employees as to eligibility in compliance with Code Section 129(d)(3) or as to contributions or benefits in compliance with Code Section 129(d)(2).

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce Salary Redirections to assure compliance with this Section.

7.11 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Employer-Related Dependent Care Expenses to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

(a) The Dependent or Dependents for whom the services were performed;

(b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;

(c) The relationship, if any, of the person performing the services to the Participant;

(d) If the services are being performed by a child of the Participant, the age of the child;

(e) A statement as to where the services were performed;

(f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

(g) If the services were being performed in a day care center, a statement:

(1) that the day care center complies with all applicable laws and regulations of the state of residence,

(2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

(3) of the amount of fee paid to the provider.

(h) If the Participant is married, a statement containing the following:

(1) the Spouse's salary or wages if he or she is employed, or

(2) if the Participant's Spouse is not employed, that

(i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 60 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 60 days after termination of employment.

7.12 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

(a) **Card only for Employer-Related Dependent Care Expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VIII
BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

(a) **Non-Dependent Care Flexible Spending Account and Non-Health Care Flexible Spending Account claims.** Except for the Dependent Care Flexible Spending Account and Health Care Flexible Spending Account, any claim for Benefits shall be made to the party designated under the terms of the Benefit Option. If such party denies any claim, the Participant or beneficiary shall follow such party's claims review procedure.

(b) **Dependent Care Flexible Spending Account, Health Flexible Spending Account, or Limited Purpose Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account, Health Flexible Spending Account, or Limited Purpose Health Flexible Spending Account Benefits shall be made to the Administrator. If a Participant fails to submit a claim within 60 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses or Employment-Related Dependent Care Expenses must be submitted within 60 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 30 days after the claim is filed unless special circumstances require an extension of time for processing the claim. If the Administrator determines that an extension is necessary, the extension notice will describe the required information and the Participant will be given at least 45 days to submit the information. The Administrator then will make its determination within 15 days from the date the Plan receives the additional information, or, if earlier, the deadline to submit the additional information. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

(1) specific references for the denial of the claim;

(2) a reference to specific Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such material or information is necessary;

(3) an explanation of the Plan's procedure for review of the denied or partially denied claim, (only with respect to the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account);

(4) a disclosure of any internal rule, guideline, or protocol relied on in making the adverse determination (or statement that such information is available free of charge upon request; and

(5) if the denial is based on a medical necessity or experimental treatment or similar limit, an explanation of the scientific or clinical judgment for the determination (or statement that such information will be provided free of charge upon request).

(c) **Appeal.** Upon denial of a claim in whole or in part, a claimant has the right to submit a written request to the Administration for a full and fair review of the denied claim, and upon request and free of charge, the right to reasonable access and copies of all documents, records, and other information relevant to the claimant's claim for benefits and my submit issues and comments in writing. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. A request for review must be submitted within 180 days after receipt by the claimant of the written notice of the denial of the claim. If the claimant fails to file a request for review within 180 days of the denial notification, the claim is deemed abandoned and the claimant precluded from reasserting it.

A request must include a description of the issues and evidence the claimant deems relevant. Failure to raise issues or present evidence on review will preclude those issues or evidence from being presented in any subsequent proceeding or judicial review of the claim.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review If the Plan Administrator issues a negative decision, it will provide a written decision setting forth:

(1) the specific reason or reasons for the denial of the claim;

(2) a reference to specific Plan provisions on which the adverse determination was made;

(3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;

(4) a statement describing any voluntary appeal procedures offered by the Plan (only with respect to the Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account);

(5) a disclosure of any internal rule, guideline, or protocol relied on in making the adverse determination (or statement that such information is available free of charge upon request); and

(6) if the denial is based on a medical necessity or experimental treatment or similar limit, an explanation of the scientific or clinical judgment for the determination (or statement that such information will be provided free of charge upon request).

(e) **Forfeitures.** Any balance remaining in the Participant's Health Account, Limited Purpose Health Flexible Spending Account, or Dependent Care Account as of the end of the time for claims reimbursement for each Plan Year, as described in Section 6.3 and 7.8 shall be forfeited and deposited in the benefit plan surplus of the Employer unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited, as described in Section 6.3 and 7.8.

8.2 APPLICATION OF FORFEITED AMOUNTS

Any forfeited amounts under Sections 6.3 and 7.8 may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Forfeited amounts shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

8.3 AUTHORITY OF THE ADMINISTRATOR

To the extent of its responsibility to review the denial of benefit claims, the Administrator has full authority to interpret and apply in its discretion the provisions of the Plan. The decision of the Administrator is final and binding upon any and all claimants and any person making a claim through or under them. Benefits will be paid only if the Administrator decides in its discretion that the claimant is entitled to them.

8.4 LIMITS ON RIGHT TO JUDICIAL REVIEW

A claimant must follow the claims procedures described by this Article VIII before taking action in any other forum regarding a claim for benefits under the Plan. Any suit or legal action initiated by a claimant under the Plan must be brought by the claimant no later than one year following a final decision on the claim for benefits under these claims procedures. The one-year statute of limitations on suits for benefits applies in any forum where a claimant initiates such suit or legal action. If a civil action is not filed within this period, the claimant's benefit claim is deemed permanently waived and abandoned.

8.5 PAYMENTS TO MINORS AND INCOMPETENTS

(a) Minors. If proof of legal guardianship satisfactory to the Administrator is provided, payments owing to a minor may be made to the minor's legal guardian.

(b) Incompetents. If the Employer is served with an order of a court of competent jurisdiction that declares that a person entitled to benefits under the terms of the Plan is unable for any reason (including, but not limited to, illness, infirmity, or mental incapacity) to attend to her affairs, the Employer shall comply with such order. The Administrator shall have no duty to investigate whether or not an individual is competent.

8.6 DISCHARGE OF OBLIGATION; RECEIPT AND RELEASE

All payments from the Plan constitute a complete discharge of all obligations of the Plan and the Employer to the extent of the portion of the Account paid. The Administrator may require the payee, as a condition precedent to any payment, to execute a receipt and release.

8.7 NONALIENATION

No benefit payable under the Plan may be subject in any manner to anticipation, sale, transfer, assignment, pledge, encumbrance, security interest or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or grant a security interest in the same is void and of no effect; nor may any such benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit.

8.8 WITHHOLDING TAXES

The Employer may make any appropriate arrangements to deduct from all amounts paid under the Plan any taxes required to be withheld by any government or government agency. The Participant bears all taxes on amounts paid under the Plan to the extent that no taxes are withheld, irrespective of whether withholding is required.

8.9 MISSING PERSONS

If the Employer cannot locate a Participant, after making a reasonably diligent effort, including by giving written notice addressed to the Participant's last known address as shown by the records of the Employer, the amount payable to the Participant is forfeited to the Plan. If the Participant subsequently applies for benefits, the amount so forfeited will be paid to the Participant. The amount payable to a Participant on an uncashed check is also forfeited to the Plan.

8.10 CLERICAL ERRORS OR OMISSIONS

Clerical errors or omissions in information provided to a Participant do not deprive a Participant of his right to receive a benefit, and do not affect the amount of his benefit. Conversely, clerical errors or omissions do not cause a Participant to have the right to receive a benefit to which he is not entitled and a Participant receiving an overpayment by mistake must repay the overpayment, if requested to do so. The Employer reserves the right to correct any mistake in any reasonable manner, including but not limited to, adjusting the amount of future benefit payments, repaying to the Plan any overpayment, or making catch-up payments to a Participant for an underpayment. The failure to enforce any provision of the Plan does not affect the Plan's right thereafter to enforce such provision, nor does such failure affect its right to enforce any other Plan provision.

ARTICLE IX
ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or

such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further Salary Redirections shall be made with respect to the Health Flexible Spending Account, Limited Purpose Health Flexible Spending Account, or Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such account as of the end of such period shall be forfeited.

Nothing in this document or other communication from the Employer shall be deemed to create or imply a continuing obligation by the Employer to provide or fund benefits to current Employees or their Spouses or Dependents, or retired or terminated Employees or their Spouses or Dependents.

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section .11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, Salary Redirections need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Florida.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE (COBRA)

Pursuant to Code Section 4980B, any qualified beneficiary (as defined in Code Section 4980B(g)(1)), who would lose coverage under the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account as a result of a qualifying event (as defined in Code Section 4980B(f)(3)) can elect, within a stated election period, continuation of coverage of benefits previously received under the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account. If a qualified beneficiary timely elects continuation coverage, the benefits elected will be available for the time period prescribed by law (*i.e.*, the end of the Plan Year).

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any Benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** The Health Flexible Spending Account and Limited Purpose Health Flexible Spending Account are subject to the HIPAA compliance provisions set forth in this Section 11.17. Unless otherwise indicated, any definitions in this Section 11.17 shall have the meaning give to them under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards").

(b) **Disclosure of PHI.** The Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account administrative functions or otherwise permitted by the Privacy Standards. The Health Flexible Spending Account's or Limited Purpose Health Flexible Spending Account's administrative functions shall include all Health Flexible Spending Account payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Health Flexible Spending Account's or Limited Purpose Health Flexible Spending Account's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Health Flexible Spending Account plan or Limited Purpose Health Flexible Spending Account plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account , agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account available to the Department of Health and Human Services for purposes of determining compliance by the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above. The Employer will limit access to Protected Health Information to those employees or classes of employees entitled to use or disclose such information and will require that these employees only may use or disclose such information for plan administration functions.

(11) Resolve issues of noncompliance with the terms of this Section 11.17 by persons entitled to use or disclose Protected Health Information in a timely manner.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section **11.17.**

(d) **Employer shall report any security incidents.** The Employer will report to the Health Flexible Spending Account or Limited Purpose Health Flexible Spending Account any security incident under the Security Standards of which it becomes aware.

11.19 AGENT FOR SERVICE OF LEGAL PROCESS

The name and address of the person designated as agent for the service of legal process with respect to this Plan shall be:

Attention: [INSERT NAME]
[INSERT ADDRESS]

Service of process may also be made upon the Administrator.

ARTICLE XII

HEALTH SAVINGS ACCOUNT BENEFIT

The Health Savings Account is an individual trust or custodial account established under Code Section 223 by an Employee with a trustee/custodian that has contracted with the Employer to receive Salary Redirections.

12.1 HSA BENEFITS

An Eligible Employee who elects to participate in an Employer -sponsored high deductible health plan for a plan year can elect to participate in the HSA for that plan year by electing Salary Redirections to the Employee's HSA established and maintained outside the Plan by a trustee/custodian with which the Employer has entered into an agreement to forward contributions to be deposited (this funding feature constitutes the Health Savings Account Benefit offered under this Plan). Such election can be increased, decreased, or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

The Employer may, in its discretion, make contributions to an Employee's HSA. The Employer's contributions, if any, may be prorated for an Eligible Employee who is not employed for the entire Plan Year.

HSA benefits cannot be elected with Health Flexible Spending Account benefits, but can be elected with Limited Purpose Health Flexible Spending Account benefits.

12.2 CONTRIBUTIONS; MAXIMUM LIMITS

The annual contribution for a Participant's HSA Benefits is equal to the annual benefit amount elected by the Participant, but in no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's high-deductible health plan coverage option (i.e., single or family) for the calendar year in which the contribution is made. An additional catch-up contribution of $1,000 may be made for Participants who are age 55 or older.

In addition, the maximum annual contribution elected by a Participant shall be reduced by any Employer contribution made on the Participant's behalf.

12.3 RECORDING CONTRIBUTIONS

The HSA is not an employer-sponsored employee benefit plan—it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The Employer will select the HSA provider to whom it will forward contributions that the Participant makes via an Salary Redirection Agreement – this selection is not an endorsement of the particular HSA provider. The Administrator will maintain records to track HSA contributions a Participant makes, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds once they are deposited in an HSA.

12.4 TAX TREATMENT OF CONTRIBUTIONS AND DISTRIBUTIONS

The federal income tax treatment of the HSA (including contributions and distributions) is governed by Code Section 223.

12.5 TRUST/CUSTODIAL AGREEMENT

Health Savings Account Benefits under this Plan consist solely of the ability to make contributions to the HSA pursuant to a Salary Redirection Agreement. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA trustee/custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code Section 223(d)(2).

ARTICLE XIII
LIMITED PURPOSE HEALTH FLEXIBLE SPENDING ACCOUNT

13.1 GENERALLY

This Limited Purpose Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105(e) such that reimbursements will be eligible from exclusion from Participants' taxable income under Coode Section 105(b). The Limited Purpose Health Flexible Spending Account shall be interpreted in a manner consistent with such Code Sections and the Treasury regulations thereunder. Participants who elect to participate in this Limited Purpose Health Flexible Spending Account may submit claims for the reimbursement of Limited Purpose Medical Expenses. All amounts reimbursed to a Participant shall be periodically paid from amounts allocated to the Participant's Limited Purpose

Health Account. Periodic payments reimbursing Participants from the Limited Purpose Health Account shall in no event occur less frequently than monthly.

The Employer establishes and maintains on its books a Limited Purpose Health Account for each Participant who elects to participate in the Limited Purpose Health Flexible Spending Account. Each Plan Year is accounted for separately. A Participant's Limited Purpose Health Account is credited, as of the first day of the Plan Year, with the full amount elected for the Plan Year under the Participant's Salary Redirection Agreement. All amounts credited to the Limited Purpose Health Account are the property of the Employer until paid out pursuant to Article XIII.

13.2 DEFINITIONS

For the purposes of this Article and the Plan, the terms below have the following meaning:

(a) **"Limited Purpose Medical Expenses"** means any expense for vision, dental, or preventive care medical care within the meaning of Code Section 213(d) and the rulings and Treasury regulations thereunder (except as otherwise noted below), and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Limited Purpose Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Limited Purpose Medical Expenses, when the Participant is provided with the medical care that gives rise to the Limited Purpose Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(b) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Limited Purpose Health Flexible Spending Account.

13.3 FORFEITURES

If any balance remains credited to the Participant's Limited Purpose Health Account after all reimbursements are made for that Plan Year, up to $500.00 of such balance will be allowed to rollover into the next Plan Year. If a Participant does not elect to contribute to an HSA in that next Plan Year, the balance will roll over to a General Purpose Health Account. The amount in the Participant's Limited Purpose Health Account as of the end of any Plan Year after the rollover has taken place (and after the processing of all claims for such Plan Year pursuant to Section **6.7** hereof) shall be forfeited and is not available to the Participant in any other form or manner. In such event, the Participant shall have no further claim to such amount for any reason. Such balance remains the property of the Employer, and the Participant forfeits all rights with respect to such balance.

13.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Limited Purpose Health Flexible Spending Account to the contrary, the maximum amount of Salary Redirections that a Participant may allocated to his or her Limited Purpose Health Account in or on account of any Plan Year is $2,600, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2). The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12). A rollover described in Section 6.3 will not be counted as a Salary Redirection for this purpose.

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Limited Purpose Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each employer's health flexible spending account.

13.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Limited Purpose Health Flexible Spending Account not to discriminate in favor of Highly Compensated Individuals as to eligibility to participate, or as to contributions and benefits, in compliance with the requirement of Code Section 105(h).

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Limited Purpose Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce Salary Redirections in order to assure compliance with this Section.

13.6 LIMITED PURPOSE HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Limited Purpose Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year and runout period, subject to Section **2.5**, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Limited Purpose Medical Expenses were incurred during the applicable Plan Year. Limited Purpose Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Limited Purpose Medical Expenses, up to a maximum of the amount designated by the Participant for the Limited Purpose Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Salary Redirections which have been allocated to the Participant's Limited Purpose Health Account at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Except as described in Section 6.8, reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Limited Purpose Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Limited Purpose Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Limited Purpose Health Flexible Spending Account, such amount will not be claimed as a tax deduction.

(d) **Claims for reimbursement.** Claims for the reimbursement of Limited Purpose Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 60 days after the end of the Plan Year (the "runout period"), those Limited Purpose Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Limited Purpose Medical Expenses must be submitted within 60 days after termination of employment.

13.7 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Limited Purpose Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Limited Purpose Medical Expenses. The Participant shall also certify that any Limited Purpose Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Limited Purpose Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Limited Purpose Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section **6.4**.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Limited Purpose Medical Expense purchases at these providers, including, but not limited to, the following:

(1) Co-payments for doctor and other medical care;

(2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under Treasury regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Limited Purpose Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

Escambia County Board of County Commissioners

_____

Jack R. Brown, County Administrator

Employer

_____

Witness

_____

Witness

Approved as to form and legal sufficiency.

By/Title: _____

Date: 4/2/17

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12270 **County Administrator's Report 12. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Interlocal Agreement Between Escambia County and the Pensacola Downtown Improvement Board
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement Between the Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board - Jack R. Brown, County Administrator

That the Board take the following action concerning the Interlocal Agreement between the Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for parking enforcement:

A. Approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for parking enforcement in the Ernie Lee Magaha Building garage; special event parking in the M. C. Blanchard Judicial Building and the Ernie Lee Magaha Building garages; and renting reserved parking spaces in the Ernie Lee Magaha Building garage (up to 116 spaces); and

B. Authorize the Chairman to sign the Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

[Revenue collected from the reserved parking spaces along with the Special Event parking will go into Fund 001-General Fund, Cost Center 310203, Maintenance; Fund 001-General Fund, Cost Center 310207, Utilities; to help off-set the cost of repairs and maintenance of the garages]

BACKGROUND:

On February 21, 2008, the Board approved an Interlocal Agreement between Escambia County and the Pensacola Downtown Improvement Board (DIB) for the Creation of a Comprehensive Downtown Parking Strategy for the Centralized and Efficient Management of Downtown Parking Facilities. This agreement provided for the management of the County's two Parking Structures; Intendencia Street Parking Garage

(Ernie Lee Magaha Government Building) and the Baylen Street Parking Garage (M.C. Blanchard Judicial Building). This agreement authorized the DIB to lease 116 parking spaces on the top level of the Intendencia Street Parking Garage and manage all after-hours and weekend parking for special events in both parking structures. The DIB's management of these two parking structures began on April 1, 2008. On April 3, 2014, the Board approved an Interlocal Agreement between Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for parking enforcement of the Intendencia Street Parking Garage (Ernie Lee Magaha Government Building)from 7:00 a.m., until 5:30 p.m., Monday through Friday, except on designated holidays. For after-hours special event parking occurring from 5:30 p.m., until 6:00 a.m., Monday through Friday and on weekends. Under this agreement, DIB terminated its lease rights for the exclusive use of the 116 designated parking spaces due to lack of interest from employees working in neighboring downtown businesses.

BUDGETARY IMPACT:

Revenue collected from the reserved parking spaces along with the Special Event parking will go into Fund 001-General Fund, Cost Center 310203 Maintenance; Fund 001-General Fund, Cost Center 310207, Utilities; to help off-set the cost of repairs and maintenance of the garages.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Interlocal Agreement has been reviewed and approved as to form and legal sufficiency by the County Attorney's Office and the Downtown Improvement Board's Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will work with the Downtown Improvement Board to implement this Agreement.

Attachments

Interlocal Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS, the parties have legal authority to perform certain public works within their respective jurisdictions; and

WHEREAS, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential development, beautifying downtown Pensacola, and marketing and promoting downtown Pensacola to attract more customers, clients, residents, and other users of downtown Pensacola; and

WHEREAS, on or about April 3, 2014, the parties previously entered into an Interlocal Agreement wherein the DIB assumed responsibility for the management and operation of County parking facilities located in the downtown area to include both the Intendencia Street Parking Garage and the Judicial Center Parking Garage; and

WHEREAS, the parties have agreed to revise their respective responsibilities as it relates to the management and operation of said County parking facilities; and

WHEREAS, as a result, the parties now jointly find it advantageous and appropriate to enter into this Agreement to establish the terms relating to the management and operation of said County parking facilities as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Agreement hereby establishes the terms relating to the management and operation of County parking facilities as provided herein.

1.3 This Agreement is intended to supersede in its entirety the prior Interlocal Agreement between the County and the DIB, dated April 3, 2014, relating to the management and operation of County parking facilities.

Article 2
Responsibilities of Parties

2.1 Facilities. The County parking facilities that are the subject of this agreement shall be the Intendencia Street Parking Garage located on the corner of Baylen Street and Intendencia Street (hereinafter the "*Intendencia Garage*") and the Judicial Center Parking Garage located on the corner of Baylen Street and Main Street (hereinafter the "*Judicial Garage*"). For the purpose of this Agreement, said facilities may be referred to collectively as the "*Parking Facilities*".

2.2 County. Upon the effective date of this Agreement, the County shall assume authority and responsibility for the maintenance, repair, and daily operating costs of the County *Parking Facilities* subject to the following terms and conditions:

A. Maintenance. The County shall be responsible for the cleaning and maintenance of the County *Parking Facilities*.

B. Utilities. The County shall be responsible for the payment of all utilities associated with the operation, maintenance and repair of the County *Parking Facilities*.

C. Security Cameras. The County shall be responsible for the maintenance, repair, and operation of any security cameras in the County *Parking Facilities*.

D. Signage. The County shall have the authority and responsibility to select, site, and install parking directional, informational, branding, promotional, and way finding signage in the County *Parking Facilities*.

E. Planning and Procedures. The County shall have the authority and responsibility for all parking planning, modification and implementation, including parking and loading configurations, parking times and schedules.

F. ADA Compliance. The County shall be responsible for providing accessible parking facilities for disabled citizens as required by the Americans with Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. Any changes undertaken to reconfigure existing handicapped parking placement or any other modifications to the *Parking Facilities* shall comply with all applicable governmental regulations and the Federal Accessibility Board Guidelines relating to the ADA.

G. Property Casualty Insurance. The County shall maintain property casualty insurance for the *Parking Facilities* at its sole expense, which may be self-insured at the sole discretion of the County. In the event said *Parking Facilities* may be damaged by

fire, casualty or natural disaster and such damage renders the facilities totally or partially destroyed or substantially untenantable, the County reserves the right in its sole discretion to repair the *Parking Facilities* or terminate this Agreement.

2.3 DIB. Upon the effective date of this Agreement, the DIB shall assume authority and responsibility for the management of the *Parking Facilities* as follows:

A. Parking Enforcement. As permitted by state law, the DIB shall have authority and responsibility to provide personnel that meet all state statutory and County Code requirements for the provision of parking enforcement duties in the *Intendencia Garage* from 7:00 a.m. until 5:30 p.m., Monday through Friday, except on designated holidays. Said parking enforcement shall include, but not be limited to, loading zone violations, taxi zone violations, unpermitted parking violations, and handicapped parking violations. Parking violation rates shall be determined by the DIB subject to approval by the County. The DIB may not permit third parties to utilize the *Intendencia Garage* except as specifically provided in this agreement.

Unless otherwise specified herein, all costs incurred by the DIB in connection with the performance of Parking Enforcement pursuant Section 2.3 of this Agreement shall be borne by the DIB.

B. Special Event Parking. The DIB shall have authority and responsibility for the management and operation of the *Parking Facilities* for special events occurring from 5:30 p.m. until 6:00 a.m., Monday through Friday, and on weekends. Special event parking rates shall be determined by the DIB subject to approval by the County. The DIB shall be responsible for providing parking attendants and security during such special events and all post-special event clean-up. The DIB may not otherwise permit third parties to utilize the *Parking Facilities* except as specifically provided in this agreement.

The DIB shall pay a minimum fee of $50.00 for each special event, and the County and DIB shall share on an equal basis (50/50) any net operating revenue collected in excess of $50.00 for each special event. Net operating revenue for special event parking shall mean that sum remaining after deducting any applicable taxes or fees assessed by governmental entities from special event gross operating revenue, and all operating expenses, to include costs incurred for providing parking attendants, security, and post-special event clean-up.

Unless otherwise specified herein, all costs incurred by the DIB in connection with the management and operation of the *Parking Facilities* for special events per Section 2.3 of this agreement shall be borne by the DIB.

C. Reserved Parking. The County shall designate parking spaces that may be utilized for reserved parking within the *Intendencia Garage*. The DIB shall have authority and responsibility for the management and operation of all designated reserved parking spaces in the *Intendencia Garage*. Any form of agreement for the use of reserved parking spaces shall be subject to approval by the County and must be terminable with no more than thirty (30) days' notice. Access to reserved parking in the *Intendencia Garage* shall be permitted from 7:00 a.m. until 11:00 p.m., Monday through Friday. The DIB shall provide to County a current list of individuals with access to reserved parking,

to include the following information: name, telephone number(s), vehicle make/model, and tag number.

The DIB may charge a fee of $30.00 per month for the use of each reserved parking space. Any increase in said rate shall be subject to approval by the County Administrator. After deducting any applicable taxes or fees assessed by governmental entities, the DIB shall remit to County 60% of all reserved parking gross operating revenue.

Upon request, the County shall furnish to the DIB an elevator access card for each reserved parking space at a cost of $10.00 each. Unless otherwise specified herein, all costs incurred by the DIB in connection with the management and operation of all reserved parking in the *Intendencia Garage* per Section 2.3 of this Agreement shall be borne by the DIB.

D. Payments. The DIB shall remit payments to the County on a monthly basis for the County's share of all reserved and special event parking revenue attributable to the *Parking Facilities* and the cost of any requested elevator access cards. Payments to the County will be due on the 10th day of the month after the month of collection.

E. Accounting and Reporting. The DIB shall maintain a separate account for all gross operating revenue collected pursuant to this Agreement. Said funds shall not be commingled with any other DIB funds. All gross operating revenue collected pursuant to this Agreement shall be deposited into said account and reported to the County on a monthly basis along with the monthly payment of the County's revenue share for special event and reserved parking as provided above. However, there will be no restrictions on how the DIB uses said funds to accomplish the mission of the DIB under Laws of Florida, Chapter 72-655.

For the purpose of this Agreement, *gross operating revenue* shall mean gross receipts, including, but not limited to, reserved parking space revenues, special event parking revenues, parking enforcement revenues, penalties and interest for late payment of parking enforcement citations, interest earned on the account, and any other revenue derived from or otherwise attributable to the *Parking Facilities*. Gross operating revenue shall not include any applicable taxes or fees assessed by governmental entities.

F. ADA Compliance. The parties recognize and agree that certain special events must provide accessible parking for disabled citizens. The DIB shall be responsible for providing access to such parking as required by the Americans with Disabilities Act (ADA).

G. Parking Placards. The DIB shall be responsible for providing employee parking placards to the County. County employees displaying a current placard shall be permitted to access the County *Intendencia Garage* at any time. The DIB shall also be responsible for providing reserved parking space placards that will permit any vehicle displaying such placard access to reserved parking in the *Intendencia Garage* from 7:00 a.m. until 11:00 p.m., Monday through Friday.

H. Loss Control and Safety. The DIB shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject County *Parking Facilities*, and to that end, the DIB shall not be deemed an agent of the County.

The DIB shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the *Parking Facilities.* Further, the DIB shall take prompt action where loss control/safety measures would be reasonably expected. The County shall not assume any responsibility for damage to persons or property, including, but not limited to, loss or damage to any vehicle or its contents arising directly out of the DIB's management and operation of the County *Parking Facilities.*

l. Insurance. During the term of this Agreement, the DIB shall maintain the following insurance coverage at its sole expense:

(1) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(2) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(3) Excess or Umbrella Liability coverage.

(4) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

All liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation.

The DIB's required coverage shall be considered primary as it relates to all provisions of the Agreement and any other insurance considered excess, over and above the DIB's coverage

2.4 Effective Date.This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provisions

3.1 Term and Termination: The term of this agreement shall be for five (5) years beginning on the effective date as provided herein. The Agreement may be extended for an additional five (5) year period upon mutual agreement of the parties. This Agreement may be terminated at any time upon mutual agreement of the parties. This Agreement may be terminated by either party for cause or convenience upon 30 days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other

party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the DIB discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the DIB shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY-	TO THE DIB-
County Administrator	Executive Director
221 Palafox Place	226 South Palafox Street
Post Office Box 1591	Suite 106
Pensacola, FL 32597	Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title:_____
Date:_____

(SEAL)

DIB:
PENSACOLA DOWNTOWN IMPROVEMENT BOARD, a public body corporate and politic of the State of Florida:

By:_____
Curt Morse, Executive Director

Date: 5/19/17

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12261 **County Administrator's Report 12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: St. Vincent de Paul Sleeping Bags' Mass Kunfuzion Gala Funding Request
From: Angela Crawley, Assistant to the County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Request for St. Vincent de Paul's "Sleeping Bags' Mass Kunfuzion Gala" Held on May 5, 2017 - Commissioner Jeff Bergosh, Vice Chairman, District 1

That the Board approve funding $500 for the St. Vincent de Paul's, "Sleeping Bags Mass Kunfuzion Gala" held on May 5, 2017, from Commissioner Jeff Bergosh's discretionary money and approve a Purchase Order for this purpose.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

This year marked the 6th year that St. Vincent de Paul held their Annual "Sleeping Bags' Mass Kunfuzion Gala" event. The money raised from this event supports the Alfred-Washburn Center, a place where our homeless community can go to take a shower and wash their clothes. Also during the winter months, St. Vincent de Paul gives out sleeping bags and food to the homeless community.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2016-2017 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Purchase Order will be issued by the County Administrator's Office.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12224 **County Administrator's Report 12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Adoption of Resolution – Escambia County HFA Multifamily Housing Revenue Bonds for Affordable Housing Project (Perrytown Apartments in Taylor County)
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Multi-family Housing Revenue Bonds for Affordable Housing Project - Patricia D. Lott, Executive Director, Escambia County Housing Finance Authority

That the Board adopt the Resolution approving the plan of finance therein described and the issuance and sale of not exceeding $6,600,000 multi-family housing revenue bonds (the “Bonds”) by the Escambia County Housing Finance Authority (the “Authority”) to be used to finance or refinance the Affordable Housing Project located in Taylor County, Florida (as described in the Background).

BACKGROUND:

Perrytown Apartments, LLC, a Florida limited liability company or its affiliate (the ”Borrower”), has requested that the Authority issue the above-referenced Bonds to finance or refinance the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by the Borrower of an existing multi-family rental housing facility (and associated capital expenditures) (the “Affordable Housing Project”) within the territorial limits of Taylor County, Florida, and to pay certain costs of issuance in connection therewith. A minimum of $35,000 per unit will be expended for rehabilitation of the complex as detailed in the required Project Capital Needs Assessment (“the “PCNA”). The Authority adopted an inducement resolution with respect to the Affordable Housing Project on June 9, 2015. Because the proposed financing will involve tax-exempt bonds, Federal law requires that public hearings be held in both the county where the facility is located and in Escambia County. At the request of the Borrower and the Authority, the Taylor County Board of County Commissioners (the “Taylor County Board”) held a public hearing and approved the issuance of tax-exempt bonds by the Authority on November 16, 2015. Due to timing associated with the bond financing and TEFRA process, the Taylor County Board conducted a new TEFRA hearing on May 1, 2017 and adopted a new resolution of approval, further endorsing the need for this Project in Taylor County.

The Escambia County public hearing originally was conducted on November 24, 2015 by the Authority on behalf of the Escambia County Board of County Commissioners (the "Escambia County Board"). The results of the November 24, 2015 hearing were provided to the Escambia County Board, and the Escambia County Board originally approved the financing on December 10, 2015. An additional public hearing was held on May 3, 2017 by the Authority. The results of the May 3, 2017 hearing have been provided to the Escambia County Board in the form of the Report of Hearing Officer attached to the Resolution as Exhibit A. The new Resolution is in substantially the same form as the resolution adopted by the Escambia County Board on December 10, 2015, except that the not-to-exceed amount was increased to provide for the possibility of price increases and financing contingencies. Under the terms of standard financing documents, the Borrower is responsible for use and operation of the Affordable Housing Project, and the Bonds will not obligate the credit of the Authority or the County or pose any obligation or liability for the County. Bryant Miller Olive, P.A., the County's Bond Counsel, will serve as Bond Counsel and Disclosure Counsel for the issue.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Affordable Housing Project or the Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County's Bond Counsel, Bryant Miller Olive, P.A., will review the documents on behalf of the County to ensure that the County has no liability or obligation under the Bonds, and, to the extent required, the County's Disclosure Counsel, Nabors, Giblin & Nickerson, P.A., will review the documents on behalf of the County to insure federal and state law disclosure requirements are satisfied to assure the County's interests are protected.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Bonds will comply with the Board's requirements for the issuance of conduit bonds, as established in the Conduit Bonds Ordinance. The Affordable Housing Project will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing. Approval of the Affordable Housing Project will allow the Authority to comply with its statutory mission to assist persons in obtaining safe and adequate housing.

IMPLEMENTATION/COORDINATION:

None.

Attachments

Resolution

RESOLUTION NO. R2017-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE ISSUANCE AND SALE FROM TIME TO TIME OF NOT EXCEEDING $6,600,000 MULTI-FAMILY HOUSING REVENUE BONDS BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN THE FINANCING OR REFINANCING THE COSTS OF ACQUIRING, UPGRADING, RECONDITIONING, REHABILITATING, IMPROVING AND BEAUTIFYING AN EXISTING MULTI-FAMILY HOUSING PROJECT LOCATED IN THE STATE OF FLORIDA; GRANTING OTHER APPROVALS REQUIRED BY FEDERAL LAW AND BY COUNTY ORDINANCE NO. 80-12, AS AMENDED; AUTHORIZING THE AUTHORITY TO ENTER INTO FINANCING AGREEMENTS AND OTHER INSTRUMENTS IN CONNECTION WITH THIS BOND ISSUE; PROVIDING APPROVAL OF THE PUBLICATION OF THE NOTICE OF THE PUBLIC HEARING HELD IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS BY THE AUTHORITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act"), provides for the creation of a housing finance authority in each county in the State of Florida (the "State") for the purpose of alleviating a shortage of housing available at prices or rentals which persons of moderate, middle, or lesser income can afford, and a shortage of capital for investment in such housing; and

WHEREAS, on May 29, 1980, the Board of County Commissioners (the "Board") enacted Ordinance No. 80-12, as amended by Ordinance No. 2003-8 enacted on March 20, 2003 (collectively, the "Ordinance") creating the Escambia County Housing Finance Authority (the "Authority") and authorizing the Authority to exercise all powers under the Act subject to approval by the Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

WHEREAS, pursuant to the provisions of the Act, on September 11, 2012, the Authority adopted its Resolution No. 2012-09 (the "Resolution") indicating its intent to issue not exceeding $6,000,000 of its revenue bonds in one or more series (collectively, the "Bonds"), for the purpose of facilitating the plan of finance consisting of the financing or refinancing of the acquisition, upgrading, reconditioning, rehabilitation, improving and beautification by Perrytown Apartments, LLC (the "Borrower") of an existing low-income multi-family rental housing facility (and associated capital expenditures) (the "Affordable Housing Project") known as Perrytown Apartments (also known as Tidewater Apartments), which presently contains approximately 100 units within the territorial limits of Taylor County, Florida (the "Plan of Finance"), to the end that

the Authority may be able to improve the prosperity and welfare of the State and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing, and to finance the cost of such qualifying housing development and related facilities by the issuance of its revenue bonds; and

WHEREAS, the Board of County Commissioners of Taylor County, pursuant to resolution duly adopted on October 3, 2012, has granted to the Authority "area of operation" authority within Taylor County with respect to the financing of Perrytown Apartments, a multifamily residential rental facility development (as hereinafter further described); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by the governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, on December 10, 2015, the Board adopted its resolution R2015-170 approving the Plan of Finance and the issuance and sale of the Bonds in an amount not to exceed $6,000,000; and

WHEREAS, due to increased costs of the Affordable Housing Project since 2012, the Authority provided notice of a public hearing for the not to exceed $6,600,000 principal amount of bonds; and

WHEREAS, pursuant to the requirements of the Code, a public hearing was scheduled for May 3, 2017, at 4:00 p.m., and notice of such hearing was given in the form and in the manner required by the Code; and

WHEREAS, the Authority, on behalf of the Board, has conducted the public hearing and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the Authority has presented the Board with a report of such public hearing (the "Report"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Taylor County Board of County Commissioners, on May 1, 2017, held a public hearing in accordance with the requirements of Section 147(f) of the Code, and following such public hearing adopted its resolution approving the issuance of the Bonds by the Authority in an amount not exceeding $6,600,000; and

WHEREAS, pursuant to the Ordinance and Section 147(f) of the Code, the Board desires to approve the Plan of Finance and the issuance and sale of the Bonds, to express its approval of the action taken by the Authority and its officials pursuant to the Resolution, and to grant all other approvals required by the Ordinance in connection therewith.

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The Board hereby approves the form and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the Board on April 16, 2017, not less than fourteen (14) days prior to the hearing date. A certified affidavit establishing proof of proper publication of the Notice is accepted into the record. The Board hereby approves the Report.

SECTION 2. PLAN OF FINANCE, BONDS AND OTHER ACTIONS APPROVED.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as described in the Report, the Board hereby approves the Plan of Finance and the issuance by the Authority of the Bonds in the not exceeding amount set forth herein for the purposes herein described and further grants approval (i) of such agreements, indentures, instruments, certifications, applications for bond volume allocation and/or housing tax credits and other documents as may be necessary or convenient or as may be requested by the Borrower to effect, the Plan of Finance and (ii) to take any other action as may be required by the Ordinance.

SECTION 3. NO LIABILITY OF THE COUNTY; COMPLIANCE WITH ARTICLE 46 OF THE ESCAMBIA COUNTY CODE.

Nothing herein shall be deemed to create any obligation or liability of the County in any respect whatsoever. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the Board that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States. The County makes no recommendation regarding the advisability of investment in the Bonds and has not evaluated the creditworthiness of the bonds for suitability of investment. The Authority, the Borrower and Perrytown Apartments, LLC, the managing member of the Borrower and as the sponsor, shall comply with the applicable provisions of Chapter 46, Article VII of the Escambia County Code.

SECTION 4. REPEALING CLAUSE.

All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 5. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 25th day of May, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
D.B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date Executed

_____

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By:_____
County Attorney

EXHIBIT A

Hearing Officer's Report

[Follows]

EXHIBIT A

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the Escambia County Housing Finance Authority (the "Authority"), a body corporate and politic organized and existing under the provisions of Chapter 159, Part IV, Florida Statutes, Escambia County, Florida Ordinance Nos. 80-12 and 2003-8, as amended, and other provisions of law, with respect to a public hearing scheduled and held by the Authority on May 3, 2017, for the proposed issuance and sale from time to time of the Authority's not to exceed $6,600,000 Multifamily Housing Revenue Bonds (Perrytown Apartments Project), Series 2017 (the "Bonds"). The proposed Bonds will be issued on behalf of Perrytown Apartments, LLC, a Florida limited liability company or its affiliate (the "Borrower"), whose principal place of business is 2409 Mall Drive, Suite A, North Charleston, South Carolina 29406. The proceeds of the Loan are expected to be loaned to the Borrower to finance or refinance the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification (and any related and necessary site or infrastructure improvements) by the Borrower of an existing multifamily rental housing facility presently containing 100 units known as Perrytown Apartments (also known as Tidewater Apartments), located at 500 South Warner Avenue, Perry, Florida 32348 (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal* on April 16, 2017, a newspaper of general circulation in Escambia County, Florida. The proof of publication was presented to me at such hearing, and a copy is attached hereto as **Appendix A-1** (the "Notice") and the verbatim transcript of the Public Hearing as **Appendix A-2.**

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project and the Borrower, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input.

No interested parties were in attendance at the public hearing.

No written communications were received.

The undersigned then concluded the hearing.

Respectfully submitted,

Patricia D. Lott, Executive Director
Escambia County Housing Finance Authority

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, Francine Jones, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, who is personally known to me, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, under my hand and notarial seal this 3rd day of May, 2017.



Francine Jones

My Commission #: FF 023494
My Commission Expires: July 13, 2017

Appendix A-1

Notice

[Follows]

PENSACOLA News Journal pnj.com

Affidavits Requested:
1

Fran Jones, Assistant to the Directo Escambia County Housing Finance Authority
ESCAMBIA HOUSING FINANCE AUTHO
700 SOUTH PALAFOX STREET, SUITE 310

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared Brittni Pendington, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF PUBLIC HEARING

as published in said newspaper in the issue(s) of:

04/16/17

Affiant further says that the said Pensacola News Journal is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 19th of April 2017, by Brittni Pendington who is personally known to me

Affiant

Michele M. Potter
Notary Public for the State of Florida
My Commission expires June 30, 2018

MICHELE M. POTTER
Notary Public - State of Florida
Comm. Expires June 30, 2018
Comm. No. FF 137644

Publication Cost: $381.42
Ad No: 0002064124
Customer No: PNJ-26713900

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Escambia County Housing Finance Authority (the "Authority"), for and on behalf of the Board of County Commissioners of Escambia County, Florida, will hold a public hearing at 4:00 p.m. on Wednesday, May 3, 2017, in the conference room of the Authority located at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502, to consider a plan of finance for the issuance of bonds for the following purpose:

The Authority proposes to issue not exceeding $6,600,000 in aggregate principal amount of its revenue bonds (the "Perrytown Apartments Bonds"), in one or more installments or series and loan the proceeds of such Perrytown Apartments Bonds to Perrytown Apartments, LLC, a Florida limited liability company, whose principal place of business is 2409-A Mall Drive, North Charleston, South Carolina 29406, or its affiliate or subordinate nonprofit corporation (as applicable, the "Perrytown Apartments Company"), or a limited liability company of which the Perrytown Apartments Company is the managing member or a limited partnership of which the Perrytown Apartments Company is the general partner (as applicable, the "Perrytown Apartments Borrower") for the purpose of financing or refinancing the costs of acquiring, upgrading, reconditioning, rehabilitating, improving and beautification by the Perrytown Apartments Borrower of an existing multifamily rental housing facility presently containing 100 units known as Perrytown Apartments (also known as Tidewater Apartments), located at 500 South Warner Avenue, Perry, Florida 32348 (the "Perrytown Apartments Project"), to provide rental housing facilities for persons of low, very low, middle, and moderate income. The Perrytown Apartments Project will be owned and operated by the Perrytown Apartments Borrower.

The Perrytown Apartments Bonds, when issued, will be special, limited obligations payable solely out of the revenues derived from a financing agreement with the Perrytown Apartments Borrower. The Perrytown Apartments Bonds and interest thereon shall never pledge the taxing power, or constitute the debt or indebtedness of the Authority, Escambia County, Florida, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project listed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

The Authority will thereafter submit its public hearing report concerning this public hearing to the Board of County Commissioners, Escambia County, Florida, for issuer approval as the applicable elected representative for the issuance of the Perrytown Apartments Bonds.

Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

Lamar B. Cobb, Chairman
Escambia County Housing Finance Authority

Legal No. 2064124
April 16, 2017
Legal No. 2064124 1T April 16, 2017

RECEIVED
APR 24 2017
BY: ...

NOTICE OF PUBLIC HEARING

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At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance, including the Project listed above. Prior to said public hearing, written comments may be delivered to the Executive Director of the Authority at 700 South Palafox Street, Suite 310, Pensacola, Florida 32502. All persons are advised that, if they decide to appeal any decision made by the Authority with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

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Pursuant to the Americans with Disabilities Act, persons needing special accommodation to attend the hearing must contact the Authority at (850) 432-7077 at least five (5) business days prior to the hearing.

Lamar B. Cobb, Chairman
Escambia County Housing Finance Authority

Legal No. 2064124
April 16, 2017
Legal No. 2064124 1T April 16, 2017

Appendix A-2

Transcript

[Follows]

TEFRA HEARING PROCEDURES

PATRICIA D. LOTT: I am Patricia D. Lott, Executive Director of the Escambia County Housing Finance Authority, and I will be the hearing officer on behalf of the Authority. This public hearing is being held on Wednesday, May 3, 2017, commencing at 4:15 p.m., in connection with a plan of finance for the issuance of conduit bonds in Taylor County. We delayed commencement of the public hearing for a few minutes to determine whether any members of the public might desire to attend. This is a public hearing held by the Escambia County Housing Finance Authority as required under the federal tax laws for the purpose of issuing tax-exempt bonds for the purpose more fully described during this hearing. This hearing provides an opportunity for the public to make comments and have input on the proposed issuance from time to time of Multifamily Housing Revenue Bonds by the Escambia County Housing Finance Authority. The Authority will be the issuer of the bonds in an amount not exceeding $6,600,000 in aggregate principal amount. Mr. Wilkerson, would you state the date of publication for the Notice of Public Hearing?

RANDY WILKERSON: The Notice of Public Hearing was published in the *Pensacola News Journal* on April 16, 2017.

PATRICIA D. LOTT: Thank you very much. The Notice of Public Hearing and Proof of Publication are accepted into the record. The reading of the Notice is waived.

PATRICIA D. LOTT: What amount of Bonds will be issued for the project?

RANDY WILKERSON: In Taylor County, the bond amount will not exceed $6.6 million.

PATRICIA D. LOTT: Where will the proceeds of these bonds be used?

RANDY WILKERSON: The proceeds of these bonds will be used in Taylor County, Florida as described in the respective Notice of Public Hearing. In general, the proceeds will be used as follows:

In Taylor County, the bonds will be used to acquire, upgrade, recondition, rehabilitate, improve and beautify an existing 100 unit multi-family residential rental housing facility for low and moderate income families to be known as Perrytown Apartments, and currently known as Tidewater Apartments.

The Taylor County Board of County Commissioners, the governing board of the jurisdiction in which the project is located, adopted a resolution on October 1, 2012, for the purpose of extending the area of operation of the Authority to such jurisdiction, for the financing of the project. In addition, the Taylor County Board of County Commissioners, following a public hearing,

adopted a resolution on May 1, 2017, approving the issuance of the bonds in an amount not to exceed $6,600,000.

PATRICIA D. LOTT: What is the public purpose of these bonds?

RANDY WILKERSON: Through the program to be financed with the Bonds, the Authority will improve the prosperity and welfare of the State of Florida and its inhabitants by encouraging the development and preservation of affordable, decent, safe, and sanitary housing.

PATRICIA D. LOTT: Are there any questions from the public concerning the Taylor County Bond issue? For the record, there was no one from the public in attendance. Mr. Wilkerson, has the Authority received any oral or written communication concerning the Taylor County Bond issue?

RANDY WILKERSON: No, it has not.

PATRICIA D. LOTT: Having established a public purpose and use of the bond proceeds and there being no further questions from the public, I deem this hearing to be final and closed with a note that this hearing was electronically recorded and transcripts will be made available to anyone of interest. There being no further comments this public hearing is closed at 4:22 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12209 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/25/2017
Issue: Acquisition of Real Property Located at 14777 Perdido Key Drive
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 14777 Perdido Key Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board either approve or deny:

A. Authorize staff to make an offer to the property owners, for the purchase of real property located at 14777 Perdido Key Drive, for the average of the County's appraised values of $795,000 and $950,000, which equals $872,500. Any counter-offer will be brought back before the Board for approval;

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.91 acres) located at 14777 Perdido Key Drive, from the property owners, and to 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 210107, Transportation and Drainage (T&D) LOST]

BACKGROUND:

Meeting in regular session on April 6, 2017, the Board approved staff to pursue the acquisition of 14777 Perdido Key Drive.

Escambia County staff had two appraisals performed on this property, which valued the property at $795,000 and at $950,000. The average of the two appraisals is $872,500.

The acquisition of this parcel would expand and enhance the public access to the Gulf of

Mexico and is ideal since it is located next to an existing public beach access.

The property was previously a condominium development with 10 (ten) units. It is currently vacant and the owners of the units are considered to be owners of the whole property.

BUDGETARY IMPACT:

Funding Source: Fund 352, "LOST III," Cost Center 210107, Transportation and Drainage (T&D) LOST

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be reviewed and approved 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

McKenney Appraisal
Sherrill Appraisal
Map
BCC 4-6-17

Presley - McKenney & Associates, Inc.

LAND APPRAISAL REPORT

SEM

File No. 17063Z13

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.

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 14777 Perdido Key Drive City: Pensacola State: FL Zip: 32507
Borrower: N/A Owner of Public Record: Various County: Escambia
Legal Description: See Attached Addendum
Assessor's Parcel #: Various Tax Year: 2016 R.E. Taxes: $9,443.51 (est.)
Neighborhood Name: Perdido Key Gulfside Map Reference: Z13 Census Tract: 37860-12-033-0026.02
Special Assessments: N/A PUD [ ] Yes [X] No HOA: $ N/A [ ] Per Year [ ] Per Month
Property Rights Appraised: [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type: [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Client financial planning
Lender/Client: Escambia County Address: 3363 West Park Place, Pensacola, FL 32505

CONTRACT ANALYSIS

I [ ] did [X] 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 is no sales contract of which we are aware.

Contract Price $: _____ 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 down payment 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 DESCRIPTION

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	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	5 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	0 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[ ] 3-6 mths	[X] Over 6 mths	200 Low	New	Multi-Family	30 %
Neighborhood Boundaries: The subject market area is considered to be the Florida side of Perdido								1,050 High	40	Commercial	10 %
Key.								340-410 Pred.	10-15	Other Vacant	55 %

	Good	Aver.	Fair	Poor		Good	Aver.	Fair	Poor
Convenience to Employment	[ ]	[ ]	[X]	[ ]	Property Compatability	[ ]	[X]	[ ]	[ ]
Convenience to Shopping	[ ]	[ ]	[X]	[ ]	General Appearance of Properties	[ ]	[X]	[ ]	[ ]
Convenience to Primary Education	[ ]	[ ]	[X]	[ ]	Adequacy of Police/Fire Protection	[ ]	[X]	[ ]	[ ]
Convenience to Recreational Facilities	[X]	[ ]	[ ]	[ ]	Protection from Detrimental Conditions	[ ]	[X]	[ ]	[ ]
Employment Stability	[ ]	[X]	[ ]	[ ]	Overall Appeal to Market	[ ]	[X]	[ ]	[ ]

Neighborhood Description: See Attached Addendum

Market Conditions (including support for the above conclusions): Following several years of per unit price declines, which included foreclosures during the last recession and a few more years of stagnation after the British Petroleum/Deepwater Horizon oil spill, market conditions have shown a tendency toward more positive activity during the last eighteen to twenty-four months. Still, the 64-unit Vista Del Mar is the only mid-rise condominium to be completed in over a decade on Perdido Key. In general, per unit pricing is showing a wider than typical variance, as the market adjusts to find its point of equilibrium.

SITE DESCRIPTION

Dimensions: 100' Area: 0.9162 [X] Acres [ ] Sq.Ft. Shape: Rectangular View: Gulf of Mexico
Zoning Classification: CC-PK Zoning Description: Commercial Core-Perdido Key
Zoning Compliance: [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Uses permitted under current zoning regulations: Mixed-use, including residential & lodging at high densities and commercial retail sales & services.
Highest & Best Use: Apartment condominium development
Describe any improvements: None.
Do present improvements conform to zoning? [ ] Yes [ ] No [X] No improvements If No, explain:

Present use of subject site: Vacant Current or proposed ground rent? [ ] Yes [X] No If Yes, $
Topography: Beach shoreline with dunes Size: 0.9162 Acres Drainage: Unknown
Corner Lot: [ ] Yes [X] No Underground Utilities: [ ] Yes [X] No Fenced: [ ] Yes [X] No If Yes, type:
Special Flood Hazard Area [X] Yes [ ] No FEMA Flood Zone: VE/AE/AO FEMA Map #: 12033C0512G FEMA Map Date: 09/26/2006

UTILITIES	Public	Other	Provider or Description	Off-Site Improvements	Type/Description	Public	Other
Electricity	[X]	[ ]		Street Surface	Asphalt	[X]	[ ]
Gas	[ ]	[ ]		Street Type/Influence			
Water	[X]	[ ]		Curb/Gutter	None	[ ]	[ ]
Sanitary Sewer	[X]	[ ]		Sidewalk	None	[ ]	[ ]
Other	[ ]	[ ]		Street Lights		[ ]	[ ]
Other	[ ]	[ ]		Alley		[ ]	[ ]

Are the utilities and off-site improvements typical for the market? [X] Yes [ ] No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [X] Yes [ ] No If Yes, describe:
The entire subject parcel is located within an area of potential flood hazard. Additionally, the approximate south 40% of the subject parcel is encumbered with a Beach Restoration, Nourishment, and Erosion Control Easement. This is a temporary easement that expires December 31, 2026. The presence of the Beach Mouse on the island requires special consideration for costs of habitat identification.

Site Comments: The subject is a vacant parcel of land having 100 feet of frontage along the north shore of the Gulf of Mexico. The parcel is still condominimized with 10 parts. The property has been listed for sale on the local PARMLS for the last three years. The current asking price is $1,000,000. With the land being approximately 0.9162 acres, this asking price equates to about $1,091,465 per acre. The CC-PK zoning allows for development of 13 dwelling units per acre. The subject can legally support up to 11 dwelling units. Physically, with side setbacks at 10 feet, this 100-foot wide parcel could support a building that is 80 feet wide. As noted above, the parcel is encumbered with a temporary easement. This easement is not considered to be a deterent to development, as it is located south of the dune line in an area that is not eligible for construction anyway.

There are 1 comparable sites currently offered for sale in the subject neighborhood ranging in price from $ 1,290,000 to $ 1,290,000 .

There are 5 comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from $ 500,000 to $ 2,000,000 .

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Address	14777 Perdido Key Drive	14600 block Perdido Key Drive	14721 Perdido Key Drive	14599 & 14601 Perdido Key Drive
City/St/Zip	Pensacola, FL 32507	Pensacola, FL 32507	Pensacola, FL 32507	Pensacola, FL 32507
Proximity to Subject		900' to the East	510' to the East	1,495' to the East
Data Source(s)	Inspection	Metro Market Trends	Metro Market Trends	Metro Market Trends
Verification Source(s)	Public Records	Public Records	Public Records	Public Records
Sale Price	$ TBD	$ 730,000	$ 720,000	$ 3,080,000
Price/ Acres	$ 0	$ 851,610	$ 833,140	$ 1,176,111
Date of Sale (MO/DA/YR)	Current	02/12/2016	07/15/2016	12/28-29/2016
Days on Market	180-270	Unknown	Unknown	Unknown
Financing Type	Conventional	Conventional	Conventional	Conventional
Concessions	None	None	None	None
Location	Gulf Front	Gulf Front	Gulf Front	Gulf Front
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site Size Acres	0.9162	0.8572	0.8642	2.6188
View	Gulf of Mexico	Gulf of Mexico	Gulf of Mexico	Gulf of Mexico
Topography	Coastal Dunes	Coastal Dunes	Coastal Dunes	Coastal Dunes
Available Utilities	elec,wtr,ss	elec,wtr,ss	elec,wtr,ss	elec,wtr,ss
Street Frontage	100'	95'	90'	300'
Street Type	Asphalt	Asphalt	Asphalt	Asphalt
Water Influence	Gulf Front Beach	Gulf Front Beach	Gulf Front Beach	Gulf Front Beach
Fencing	None	None	None	None
Improvements	None	None	None	None
Net Adjustment (Total, in $)		[X] + [ ] - $ 0	[X] + [ ] - $ 0	[X] + [ ] - $ 0
Adjusted sales price of the Comparable Sales (in $)		Net Adj. 0.0% Gross Adj. 0.0% $	Net Adj. 0.0% Gross Adj. 0.0% $	Net Adj. 0.0% Gross Adj. 0.0% $

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.
The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.
Data Sources: Pensacola Association of Realtors Multiple Listing Service (PARMLS), Metro Market Trends, public records.

The appraiser's research [ ] did [X] 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 Sources: Pensacola Association of Realtors Multiple Listing Service (PARMLS), Metro Market Trends, public records.

The appraiser's research [X] did [ ] did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.
Data Sources: Pensacola Association of Realtors Multiple Listing Service (PARMLS), real estate professionals.

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
	$ N/A None	$ N/A None	$ N/A None	$ N/A None
	$	$	$	$

Subject Property Is Currently Listed For Sale? [X] Yes [ ] No Data Source: Listing Broker, PARMLS

Current Listing History	List Date	List Price	Days on Market	Data Source
	04/14/2014	$ 1,000,000	1,107	PARMLS

Subject Property has been listed within the last 12 Months? [X] Yes [ ] No Data Source: PARMLS

12 Month Listing History	List Date	List Price	Days on Market	Data Source
	See above	$ See above	See above	See above
		$		

Comments on Prior Sales/Transfers and Current and Prior Listings: There have been no sales of the subject property, or any condominimized portion of the subject property during the last three years. The subject property has been listed for sale on the PARMLS for over three years; it is currently asking $1,000,000.

Summary of the Sales Comparison Approach: See Attached Addendum

Reconciliation Comments: Two analyses have been conducted within this appraisal to determine the market value of the subject property. The analyses yielded indications of value of $801,675 and $790,000 for the subject property. With equal weight to each, it is our opinion that the market value of the subject property is $795,000.

This appraisal is made [X] "as is", or [ ] subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:
Opinion of Market Value: $ 795,000 , as of: April 26, 2017 , which is the date of inspection and the effective date of this appraisal.

N217-0163

APPRAISAL REPORT

OF A

COMMERCIAL WATERFRONT LAND PARCEL

LOCATED AT

14777 PERDIDO KEY DRIVE
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32507

EXCLUSIVELY FOR

ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

AS OF

APRIL 27, 2017

BY

CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

APPRAISAL REPORT

The subject property consists of a vacant commercial waterfront land parcel that is located at 14777 Perdido Key Drive in Pensacola, Florida. It should be noted that the gulf-front property is comprised of multiple parcels (tax accounts) that have been appraised as a combined whole. The 0.92-acre land parcel is vacant as the former residential condominium Structure (Sea Shore Condominiums), that was previously situated on the subject property was demolished and removed from the site a number of years ago. The subject parcel has 100 linear feet of water frontage on the Gulf of Mexico.

It should be noted that the federal government has determined the Perdido Key Beach Mouse that inhabits the coastal sand dunes along Perdido Key is a protected species. Accordingly, the Perdido Key Beach Mouse is protected as an Endangered Species by the Federal Endangered Species Act. This environmental factor affects the development, marketability, and overall land values of both residential and commercial properties located on Perdido Key. The U. S. Fish and Wildlife Service has authorized Escambia County through its Perdido Key Habitat Conservation Plan to regulate development permits and anticipated impact fees associated with construction on land that is determined to represent critical habitat for the Perdido Key Beach Mouse. The effective number of these permits is limited by the federal government as land area allocated to Escambia County for development regulation is issued in 5-year increments. Perdido Key Beach Mouse Permits can only be issued in conjunction with final development approval by Escambia County. It is important to note that the Perdido Key Beach Mouse development regulations are more lenient on parcels that were-previously developed and are currently improved with foundation and/or structural remains (as is partially the case of the subject property).

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Vacant land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is a vacant waterfront land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

CLIENT:	Escambia County Public Works Department Attention: Ms. Stacey S. Ward Real Estate Acquisition Technician 3363 West Park Place Pensacola, FL 32505
APPRAISER:	Charles C. Sherrill, Jr., MAI State - Certified General Appraiser #RZ1665 Sherrill Appraisal Company 410 East Government Street Pensacola, FL 32502
APPRAISAL FILE NUMBER:	N217-0163
PROPERTY LOCATION:	14777 Perdido Key Drive, Pensacola, Escambia County, Florida 32507
PROPERTY TYPE:	Commercial Waterfront Land Parcel
PROPERTY OWNERS:	Fred Donham (Unit 1) Patrick J & Maria A Karg (Unit 2) Glenn R Griffin, III (Unit 3) Monica R Griffin Bata (Unit 4) Brenda L Beumer (Unit 5) Scott M Williams (Unit 6) Bobby J Henshaw & Brenda L Beumer (Unit 7) Arthur F & Anne T Dufault (Unit 8) Karen R Richards (Unit 9) Bobby J Henshaw & Brenda L Beumer (Unit 10)
TAX ACCOUNT NUMBERS:	10-3539-005 (Unit 1) 10-3539-010 (Unit 2) 10-3539-015 (Unit 3) 10-3539-020 (Unit 4) 10-3539-025 (Unit 5) 10-3539-030 (Unit 6) 10-3539-035 (Unit 7) 10-3539-040 (Unit 8) 10-3539-045 (Unit 9) 10-3539-045 (Unit 10)

PARCEL IDENTIFICATION NOS.:

14-3S-32-1027-000-001 (Unit 1)
14-3S-32-1027-000-002 (Unit 2)
14-3S-32-1027-000-003 (Unit 3)
14-3S-32-1027-000-004 (Unit 4)
14-3S-32-1027-000-005 (Unit 5)
14-3S-32-1027-000-006 (Unit 6)
14-3S-32-1027-000-007 (Unit 7)
14-3S-32-1027-000-008 (Unit 8)
14-3S-32-1027-000-009 (Unit 9)
14-3S-32-1027-000-010 (Unit 10)

CURRENT PROPERTY TAX ASSESSMENT (COMBINED):

$648,003; A breakdown of the individual tax assessments is presented in the addendum of this appraisal report.

LEGAL DESCRIPTIONS:

Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office are presented in the addendum of this appraisal report.

ZONING CLASSIFICATION:

CC-PK; Commercial Core District, Perdido Key

FUTURE LAND USE CLASSIFICATION:

MU-PK; Mixed-Use Perdido Key

TYPE AND DEFINITION OF VALUE:

The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) buyer and seller are typically motivated;
(2) both parties are well informed or well advised, and acting in what they consider their own best interests;
(3) a reasonable time is allowed for exposure in the open market;
(4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USER OF APPRAISAL REPORT:	Escambia County Public Works Department; No other party is entitled to rely upon this report without written consent of the appraiser.
INTENDED USE OF APPRAISAL REPORT:	For the sole purpose of assisting the client, Escambia County Public Works Department, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.
INTEREST VALUED:	Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).
DATE OF PROPERTY INSPECTION:	April 27, 2017
EFFECTIVE DATE OF VALUE:	April 27, 2017
DATE OF APPRAISAL REPORT:	May 10, 2017
FINAL ESTIMATE OF VALUE:	$950,000 (Market Value of land parcel as vacant, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

Perdido Key Drive



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 3/22/17 DISTRICT 2

14777 Perdido Key Drive

County Owned - Beach Access

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. 14777 Perdido Key Drive 

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, authorizing and directing staff to obtain appraisals, environmental site assessments, surveys, and title insurance commitments, and to complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in accordance with Board of County Commissioners Policy, dated June 2, 2011, regarding Real Property Acquisitions, in anticipation of purchasing real property (with no improvements); the parcel, located at 14777 Perdido Key Drive and owned by Fred Donham, could be utilized by the public for additional beach access (funds for meeting the requirements of Section 46-139, Escambia County Code of Ordinances, are available in Funding Source: Fund 352, Local Option Sales Tax [LOST] III, Cost Center 210107, Transportation and Drainage [T&D] LOST).

(COMMISSIONER BERGOSH RELINQUISHED THE CHAIR TO COMMISSIONER UNDERHILL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12025 **County Administrator's Report** **12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/25/2017
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 as follows:

A. Approve allocating $6.5M to the Olive Road East Phase II Project from Local Option Sales Tax IV for multi-lane reconstruction and drainage improvements, from Yancey Street to East Johnson Avenue;

B. Approve allocating $500K to the County Road (CR) 295A (North Old Corry Field Road) Project, from Local Option Sales Tax IV. This is a Local Agency Program (LAP) project that involves the construction of sidewalks and drainage improvements along the eastern right of way of CR 295A between State Road (SR) 30 (US 98/West Navy Boulevard) and CR 298A (West Jackson Street);

C. Approve reallocating funds from Fund 352, (LOST III), Cost Center 210107, “Transportation and Drainage (T&D),” in the amount of $1,000,000, from the Intelligence Transportation System (ITS) Application Box Project, Project #11EN1028, to Perdido Key Beach Access Land Purchase, Fund 352, (LOST III), Cost Center 110267, Project #17PF3862;

D. Approve reallocating funds from Fund 352, (LOST III), Cost Center 210107, “Transportation and Drainage (T&D),” in the amount of $800,000, from the ITS Application Box Project, Project #11EN1028, to the Resurfacing Program, Fund 352, (LOST III), Cost Center 210107, Project #08EN0208, for resurfacing various roads as per the list provided; and

E. Approve reallocating funds from Fund 352, (LOST III), Cost Center 210107, "Transportation and Drainage (T&D)," in the amount of $5,760,988, to the following

projects:

FROM:

Type	Description	District	Amount	Description
T	69th Avenue South	2	$10,928	This project is complete. Reallocate funds to 3rd and Winthrop to fix negative balance.
T	Perdido Key Pedestrian Crossing	2	$22,149	This project is complete. Transfer funds to 3rd and Winthrop to fix negative balance in project.
T	Perdido Key Pedestrian Crossing	2	$43,896	This project is complete. Transfer funds to Gulf Beach Highway (Patton Drive).
T	Treasure Hills	2	$60,000	Transfer funds to Gulf Beach Highway (Patton Drive).
T	Animal Shelter Turn Lane	3	$250	This project is complete. Transfer funds to Ensley/Caro Project.
T	Sidewalks Project (Cody Lane)	3	$7,195	Transfer funds to fix negative balance in Bobe Street Sidewalks; balance in Cody Lane Sidewalks $168,210 to construct sidewalks.
T	Massachusetts Avenue Sidewalks	3	$5,510	This project is complete. Transfer funds to Sidewalks Project.
T	Palafox Square	3	$87,297	This project is complete. Transfer funds to Detroit Safety Upgrades Project.
T	Langley and 9th	4	$500	This project is complete. Transfer funds to Olive Road Project.
T	Lodestar Avenue Sidewalks	4	$18,647	This project is complete. Transfer funds to Olive Road Project.
T	Lanier and Langley	4	$35,400	Transfer to Olive Road Project.
T	Bratt Road DRP	5	$119	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Campbell Road DRP	5	$14,783	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Crabtree Church Road	5	$12,987	Transfer funds to Resurfacing.
T	Greenland Road DRP	5	$150	This project is complete. Transfer funds to Guidy Lane Sidewalks to fix negative balance.

T	Greenland Road DRP	5	$43,417	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Highway 29/Highway 97	5	$234,600	Transfer funds to Highway 297A at Kingsfield Project.
T	Jacks Branch Road	5	$155,512	This project is complete. Transfer funds to Cooley Road Improvements Project $122,250; transfer funds to pay FDOT for costs not eligible for grant on CR 196 and CR 99 $33,262.
T	Killam Road	5	$848	Transfer funds to Dirt Road Paving Program.
T	Purdue Road	5	$2,646	This project is complete; transfer funds to Thompson, Crary, etc. to fix negative balance ($1720); $926 to Dirt Road Paving Program.
T	Quintette Bridge	5	$107,070	Transfer funds to Bridge Program.
T	Rocky Branch Road	5	$450	This project is complete. Transfer funds to Dirt Road Paving Program.
T	JPA/Design Box	n/a	$280,203	Transfer funds to I-10 Beulah Interchange Project 2017.
T	JPA/Design Box	n/a	$599,846	Transfer funds to I-10 Beulah Interchange Project 2018.
T	Neighborhood Enhancements	various	$400,000	Transfer funds to Detroit Safety Upgrades Project.
T	Neighborhood Enhancements	various	$400,000	Transfer funds to Resurfacing Program.
T	Open Graded Cold Mix Overlay	various	$3,380	Transfer funds to Dirt Road Paving Program.
			$2,547,783	**Total to Transfer Transportation**
D	Barefoot Estates	1	$11,857	This project is complete; transfer funds to Muldoon Velma project.
D	Bauer Road	1	$5,450	This project is complete; transfer funds to Muldoon Velma project.
D	Choctaw Drainage	1	$303,442	This project is complete; transfer funds to Midas and Muldoon $30,000; and Muldoon Velma $273K.
D	Crescent Lake	1	$872,457	Transfer funds to Muldoon Velma $395,457; Shoshone/Doug Ford $240,000, Saufley and Prospect $87,000, South Gulf Manor $150,000.
D	Woodlin Meadows	1	$1,149	This project is complete; transfer funds to Muldoon Velma project.

D	Perdido Bay Country Club Estates	2	$5,859	Transfer funds to Beach Haven project.
D	Siquenza Cove	2	$9	Transfer funds to Beach Haven project.
D	Englewood Drainage	3	$784,090	Transfer funds to Joint Project with School Board on Spring Street project.
D	Englewood Drainage	3	$138,000	Transfer to Massachusetts Avenue Drainage Project to fund County portion of the LAP Agreement.
D	Figland Drainage	3	$45,240	This project is complete; transfer funds to Ortega project.
D	Lincoln Park Area	3	$7,878	This project is complete; transfer funds to Ensley Caro Pond project.
D	Massachusetts Avenue Drainage	3	$94,172	This project is complete; transfer funds to Ensley Caro Pond project.
D	St Nazaire	3	$80	This project is complete; transfer funds to Ensley Caro Pond project.
D	Ferry Pass	4	$206	This project is complete; transfer funds to Olive Road project.
D	River Gardens	4	$3,000	This project is complete; transfer funds to Olive Road project.
D	Jackson Street Elysian	1,2	$324,484	This project is being addressed by FDOT; $324,484 being transferred to Beach Haven for CEI Services.
D	Jackson Street Elysian	1,2	$440,672	Transferring to North Old Corry Field Road project. LAP includes sidewalks and these funds will take care of the drainage improvements in the area.
D	Water Quality/Flood Control	various	$175,160	Transfer funds to Bobwhite Drainage $55K and Stillbridge Road Drainage $120,160.
			$3,213,205	**Total to Transfer Drainage**
			$5,760,988	**Grand Total to Transfer**

TO:

Type	Description	District	Amount	Description
T	3rd and Winthrop	2	$33,077	Transfer funds to fix negative balance.
T	Bobe Street Sidewalks	2	$7,195	Transfer funds to fix negative balance.

T	Patton Drive (Gulf Beach Hwy)	2	$103,896	Construction of intersection improvements along the corridor; it was determined that the installation of traffic signals at the intersections of Gulf Beach Highway and Sunset, and Gulf Beach Highway and Patton Drive was necessary.
T	Detroit Safety Upgrades	3	$487,297	Safety Improvement project that includes shoulder and roadway widening, drainage improvements, new turn lanes at specific intersections, pedestrian access improvements, and bridge replacements at both Cove and Detroit intersections. There are five phases to this project.
T	Resurfacing	various	$400,000	Resurfacing List attached.
T	Olive Road	4	$54,547	Requesting additional funds for the Olive Road East widening project.
T	Dirt Road Paving	various	$63,923	This fund is utilized to pave dirt roads in Escambia County.
T	Guidy Lane	5	$150	Transfer funds to fix negative balance.
T	Thompson Crary etc.	5	$1,720	Transfer funds to fix negative balance.
T	I-10 Beulah Interchange		$280,203	2017 JPA Design Funds.
T	I-10 Beulah Interchange		$599,846	2018 JPA Design Funds.
T	Sidewalks		$5,510	Transfer funds to Sidewalk Project to construct sidewalks within Escambia County.
T	Ensley Caro Pond		$250	This will cover the cost of the Change Order for conditions found during construction that required a re-design, as well as the cost for the re-design. Items discovered include an abandoned pipe which needed to be removed, additional side drains, additional aggregate base material; and two headwalls that need to be added to correct a pre-existing ditch that traps water upstream along the roadway during heavy rain falls. This pre-existing issue was not captured in the original design. In addition, a 6 inch water line that is in conflict with a proposed 30 inch RCP storm line at Hannah and Rawls Avenues was discovered. The contractor is

				working with ECUA to locate existing water lines that may have been modified in the Ensley area. It appears that the water lines were installed after the utility coordination was performed during the design. It has been requested that the contractor expose the ECUA lines to see if there are any future conflicts. This increase will also cover the additional cost of the added drainage design at Ensley and Grimsley Streets to reduce flooding at two resident properties during heavy rain events. This design includes adding a 14x23 RCP cross drain with a concrete headwall end treatment on Grimsley Street. This design will require building up 50 feet of road by 6 inches and also some ditch cleaning. An additional 15 inch RCP crossover line will be installed on Ensley Street to maintain flow through Laurel Avenue. This additional work will reduce flooding to the surrounding residents and help maintain drainage flow throughout the ditches in the area.
T	Resurfacing		$12,987	Transfer funds to supplement the Resurfacing Program.
T	Highway 297A at Kingsfield	5	$234,600	Transfer funds to supplement the construction of Highway 297A at Kingsfield.
T	Cooley Road	5	$122,250	Construct improvements in the area of Cooley Road.
T	CR 196	5	$4,384	Transfer funds to pay FDOT for costs not eligible for the grant.
T	CR 99	5	$28,878	Transfer funds to pay FDOT for costs not eligible for the grant.
T	Bridge Program		$107,070	Transfer funds to Bridge Program to renovate bridges as per FDOT guidelines.
			$2,547,783	**Total To Transfer Transportation**
D	Muldoon Velma	1	$687,355	Bayou Marcus Basin Study - Velma Drive Pond Outfall Branch C (modified by property acquisition and Velma Drive pond expansion). Drainage System Improvements including Velma Drive pond expansion, outfall, and drainage conveyance to Velma Drive Pond to provide better outfall for Muldoon Area

				Ponds. Project to address extensive home flooding. Project will reduce outfall pipe size and provide more effective outfall for Muldoon-Saufley Field Area ponds.
D	Midas and Muldoon	1	$30,000	The existing pond at the corner of Midas Road and Muldoon Road was expanded, and this will fund a positive outfall for this pond in order to reduce flooding in the area, increase storm water retention, and improve quality of stormwater runoff.
D	Shoshone/Doug Ford	1	$240,000	Several homes flood on Shoshone Drive in severe or moderate rain. Existing piped drainage flows to wetland ditch and outfall south under and across Doug Ford Drive. Evaluate pipe system and obtain permits to restore flow west to wetland outfall.
D	Saufley and Prospect	1	$87,000	FDOT funding for sidewalk design on Saufley Field Road; awaiting FDOT construction funding. Drainage improvements to address drainage capacity issues on Saufley Field Road at Prospect Lane causing street and yard flooding. These funds are for design of this project.
D	South Gulf Manor	1	$150,000	Additional funding is required 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, 11 homes flooded on the southeast side of the subdivision on Silversides Loop and Cavalla Loop. Acquisition is needed to increase pond capacity and satisfy County standards for maintenance.
D	Beach Haven	2	$330,352	CEI Services for the Beach Haven Construction Project.
D	North Old Corry Field Road	2	$440,672	This project involves the construction of sidewalk and drainage improvements along the eastern right-of-way of CR 295A (North Old Corry Field Road), between SR 30 (US 98 / West Navy Boulevard) and CR 298A (West Jackson Street). This is in addition to the LAP monies of $352K
D	Spring Street	3	$784,090	Joint Project with the District School Board.
D	Massachesetts Avenue	3	$138,000	LAP Agreement; County Portion $138K, FDEP Portion $73K, Total $221k

D	Ortega	3	$45,240	Funds will be utilized for design services to address flooding issues.
D	Ensley Caro Pond	3	$102,130	This will cover the cost of the Change Order for conditions found during construction that required a re-design, as well as the cost for the re-design. Items discovered include an abandoned pipe which needed to be removed, additional side drains, additional aggregate base material; and two headwalls that need to be added to correct a pre-existing ditch that traps water upstream along the roadway during heavy rain falls. This pre-existing issue was not captured in the original design. In addition, a 6 inch water line that is in conflict with a proposed 30 inch RCP storm line at Hannah and Rawls Avenues was discovered. The contractor is working with ECUA to locate existing water lines that may have been modified in the Ensley area. It appears that the water lines were installed after the utility coordination was performed during the design. It has been requested that the contractor expose the ECUA lines to see if there are any future conflicts. This increase will also cover the additional cost of the added drainage design at Ensley and Grimsley Streets to reduce flooding at two resident properties during heavy rain events. This design includes adding a 14x23 RCP cross drain with a concrete headwall end treatment on Grimsley Street. This design will require building up 50 feet of road by 6 inches and also some ditch cleaning. An additional 15 inch RCP crossover line will be installed on Ensley Street to maintain flow through Laurel Avenue. This additional work will reduce flooding to the surrounding residents and help maintain drainage flow throughout the ditches in the area.
D	Bob White Drainage	5	$55,000	The Bob White Drive Pipe Rehabilitation project includes rehabilitating approximately 887 linear feet of existing corrugated metal pipe and installing new storm inlets to improve drainage in the

				area. The pipe lies within a County drainage easement located near 527 Bobwhite Court in the Quail Run Subdivision off Nine Mile Road. The pipe is directly beneath a privacy fence, and access to remove and replace the pipe is very limited. Due to its location and space restrictions, installing a cured-in-place pipe liner is the only viable option.
D	Stillbridge Road Drainage		$120,160	Additional funds are required to initiate design services, identify properties for adequate maintenance access, and provide construction plans for these subdivision improvements.
D	Olive Road	4	$3,206	Requesting additional funds for the Olive Road East widening project.
			$3,213,205	**Total to Transfer Drainage**
			$5,760,988	**Grand Total to Transfer**

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

BACKGROUND:

A. Olive Road is a multi-lane reconstruction, drainage and pedestrian improvement project. Olive Road East Phase I (Gregg Road to Yancey Avenue) is currently under construction and is 70% complete. Phase 2 starts at Yancey Avenue and continues to East Johnson Avenue. Plans are nearing completion and the project is expected to go to bid late Summer 2017.

B. This project involves the construction of sidewalk and drainage improvements along the eastern right-of-way of CR 295A (North Old Corry Field Road), between SR 30 (US 98 / West Navy Boulevard) and CR 298A (West Jackson Street). The sidewalk portion of this project is included in a LAP Agreement. These additional funds will support the drainage improvements.

C. Perdido Key Beach Access Land Purchase: The acquisition of this parcel would expand and enhance public access to the Gulf of Mexico. The location is ideal due to the existing public access facilities adjacent to the east. The parcel is located at 14777 Perdido Key Drive and could be utilized by the public for additional beach access.

D. Road Resurfacing. The attached list of roads to be resurfaced will complete the current Resurfacing List of Projects.

The ITS Application Project has a remaining balance of $2,339,660. After utilizing $1M for the Perdido Key Beach Access Land Purchase, and $800K for the Road Resurfacing project, there will be a balance of $539,660 in the project. The Traffic and Transportation Division plans to use the balance of these funds on "W" Street to upgrade the county-owned traffic signals and connectivity of various intersections, and then will

dedicate a portion of the balance to a potential future traffic signal to be constructed south of Massachusetts Avenue. The upgrades would be according to, and in the spirit of the regional ITS/ATMS (Automated Traffic and Management System) implementation on the State Highway System in our area. This will further show the county's willingness to move forward with ITS/ATMS within our area. The funding for this project, in the amount of $800,000, will be repaid from LOST IV, from the first year of Resurfacing Project, Fund 352.

E. Escambia County Public Works Department requests the Board's approval to transfer $5,320,316 from Fund 352 (LOST III), Cost Center 210107 "Transportation and Drainage (T&D)" to the following projects:
FROM:

Type	Description	District	Amount	Description
T	69th Avenue South	2	$10,928	This project is complete. Reallocate funds to 3rd and Winthrop to fix negative balance.
T	Perdido Key Pedestrian Crossing	2	$22,149	This project is complete. Transfer funds to 3rd and Winthrop to fix negative balance in project.
T	Perdido Key Pedestrian Crossing	2	$43,896	This project is complete. Transfer funds to Gulf Beach Highway (Patton Drive).
T	Treasure Hills	2	$60,000	Transfer funds to Gulf Beach Highway (Patton Drive).
T	Animal Shelter Turn Lane	3	$250	This project is complete. Transfer funds to Ensley/Caro Project.
T	Sidewalks Project (Cody Lane)	3	$7,195	Transfer funds to fix negative balance in Bobe Street Sidewalks; balance in Cody Lane Sidewalks $168,210 to construct sidewalks.
T	Massachusetts Avenue Sidewalks	3	$5,510	This project is complete. Transfer funds to Sidewalks Project.
T	Palafox Square	3	$87,297	This project is complete. Transfer funds to Detroit Safety Upgrades Project.
T	Langley and 9th	4	$500	This project is complete. Transfer funds to Olive Road Project.
T	Lodestar Avenue Sidewalks	4	$18,647	This project is complete. Transfer funds to Olive Road Project.
T	Lanier and Langley	4	$35,400	Transfer to Olive Road Project.
T	Bratt Road DRP	5	$119	This project is complete. Transfer funds to Dirt Road Paving Program.

T	Campbell Road DRP	5	$14,783	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Crabtree Church Road	5	$12,987	Transfer funds to Resurfacing.
T	Greenland Road DRP	5	$150	This project is complete. Transfer funds to Guidy Lane Sidewalks to fix negative balance.
T	Greenland Road DRP	5	$43,417	This project is complete. Transfer funds to Dirt Road Paving Program.
T	Highway 29/Highway 97	5	$234,600	Transfer funds to Highway 297A at Kingsfield Project.
T	Jacks Branch Road	5	$155,512	This project is complete. Transfer funds to Cooley Road Improvements Project $122,250; transfer funds to pay FDOT for costs not eligible for grant on CR 196 and CR 99 $33,262.
T	Killam Road	5	$848	Transfer funds to Dirt Road Paving Program.
T	Purdue Road	5	$2,646	This project is complete; transfer funds to Thompson, Crary, etc. to fix negative balance ($1720); $926 to Dirt Road Paving Program.
T	Quintette Bridge	5	$107,070	Transfer funds to Bridge Program.
T	Rocky Branch Road	5	$450	This project is complete. Transfer funds to Dirt Road Paving Program.
T	JPA/Design Box	n/a	$280,203	Transfer funds to I-10 Beulah Interchange Project 2017.
T	JPA/Design Box	n/a	$599,846	Transfer funds to I-10 Beulah Interchange Project 2018.
T	Neighborhood Enhancements	various	$400,000	Transfer funds to Detroit Safety Upgrades Project.
T	Neighborhood Enhancements	varous	$400,000	Transfer funds to Resurfacing Program.
T	Open Graded Cold Mix Overlay	various	$3,380	Transfer funds to Dirt Road Paving Program.
			$2,547,783	**Total to Transfer Transportation**
D	Barefoot Estates	1	$11,857	This project is complete; transfer funds to Muldoon Velma project.
D	Bauer Road	1	$5,450	This project is complete; transfer funds to Muldoon Velma project.

D	Choctaw Drainage	1	$303,442	This project is complete; transfer funds to Midas and Muldoon $30,000; and Muldoon Velma $273K.
D	Crescent Lake	1	$872,457	Transfer funds to Muldoon Velma $395,457; Shoshone/Doug Ford $240,000, Saufley and Prospect $87,000, South Gulf Manor $150,000.
D	Woodlin Meadows	1	$1,149	This project is complete; transfer funds to Muldoon Velma project.
D	Perdido Bay Country Club Estates	2	$5,859	Transfer funds to Beach Haven project.
D	Siquenza Cove	2	$9	Transfer funds to Beach Haven project.
D	Englewood Drainage	3	$784,090	Transfer funds to Joint Project with School Board on Spring Street project.
D	Englewood Drainage	3	$138,000	Transfer to Massachusetts Avenue Drainage Project to fund County portion of the LAP Agreement.
D	Figland Drainage	3	$45,240	This project is complete; transfer funds to Ortega project.
D	Lincoln Park Area	3	$7,878	This project is complete; transfer funds to Ensley Caro Pond project.
D	Massachusetts Avenue Drainage	3	$94,172	This project is complete; transfer funds to Ensley Caro Pond project.
D	St Nazaire	3	$80	This project is complete; transfer funds to Ensley Caro Pond project.
D	Ferry Pass	4	$206	This project is complete; transfer funds to Olive Road project.
D	River Gardens	4	$3,000	This project is complete; transfer funds to Olive Road project.
D	Jackson Street Elysian	1,2	$324,484	This project is being addressed by FDOT; $324,484 being transferred to Beach Haven for CEI Services.
D	Jackson Street Elysian	1,2	$440,672	Transferring to North Old Corry Field Road project. LAP includes sidewalks and these funds will take care of the drainage improvements in the area.
D	Water Quality/Flood Control	various	$175,160	Transfer funds to Bobwhite Drainage $55K and Stillbridge Road Drainage $120,160.
			$3,213,205	**Total to Transfer Drainage**
			$5,760,988	**Grand Total to Transfer**

TO:

Type	Description	District	Amount	Description
T	3rd and Winthrop	2	$33,077	Transfer funds to fix negative balance.
T	Bobe Street Sidewalks	2	$7,195	Transfer funds to fix negative balance.
T	Patton Drive (Gulf Beach Hwy)	2	$103,896	Construction of intersection improvements along the corridor, it was determined that the installation of traffic signals at the intersections of Gulf Beach Highway and Sunset, and Gulf Beach Highway and Patton Drive was necessary.
T	Detroit Safety Upgrades	3	$487,297	Safety Improvement project that includes shoulder and roadway widening, drainage improvements, new turn lanes at specific intersections, pedestrian access improvements, and bridge replacements at both Cove and Detroit intersections. There are five phases to this project.
T	Resurfacing Program	various	$400,000	Resurfacing List attached.
T	Olive Road	4	$54,547	Requesting additional funds for the Olive Road East widening project.
T	Dirt Road Paving	various	$63,923	This fund is utilized to pave dirt roads in Escambia County.
T	Guidy Lane	5	$150	Transfer funds to fix negative balance.
T	Thompson Crary etc.	5	$1,720	Transfer funds to fix negative balance.
T	I-10 Beulah Interchange		$280,203	2017 JPA Design Funds.
T	I-10 Beulah Interchange		$599,846	2018 JPA Design Funds.
T	Sidewalks		$5,510	Transfer funds to Sidewalk Project to construct sidewalks within Escambia County.
T	Ensley Caro Pond		$250	This will cover the cost of the Change Order for conditions found during construction that required a re-design, as well as the cost for the re-design. Items discovered include an abandoned pipe which needed to be removed, additional side drains, additional aggregate base

				material; and two headwalls that need to be added to correct a pre-existing ditch that traps water upstream along the roadway during heavy rain falls. This pre-existing issue was not captured in the original design. In addition, a 6 inch water line that is in conflict with a proposed 30 inch RCP storm line at Hannah and Rawls Avenues was discovered. The contractor is working with ECUA to locate existing water lines that may have been modified in the Ensley area. It appears that the water lines were installed after the utility coordination was performed during the design. It has been requested that the contractor expose the ECUA lines to see if there are any future conflicts. This increase will also cover the additional cost of the added drainage design at Ensley and Grimsley Streets to reduce flooding at two resident properties during heavy rain events. This design includes adding a 14x23 RCP cross drain with a concrete headwall end treatment on Grimsley Street. This design will require building up 50 feet of road by 6 inches and also some ditch cleaning. An additional 15 inch RCP crossover line will be installed on Ensley Street to maintain flow through Laurel Avenue. This additional work will reduce flooding to the surrounding residents and help maintain drainage flow throughout the ditches in the area.
T	Resurfacing		$12,987	Transfer funds to supplement the Resurfacing Program.
T	Highway 297A at Kingsfield	5	$234,600	Transfer funds to supplement the construction of Highway 297A at Kingsfield.
T	Cooley Road	5	$122,250	Construct improvements in the area of Cooley Road.
T	CR 196	5	$4,384	Transfer funds to pay FDOT for costs not eligible for the grant.
T	CR 99	5	$28,878	Transfer funds to pay FDOT for costs not eligible for the grant.
T	Bridge Program		$107,070	Transfer funds to Bridge Program to renovate bridges as per FDOT guidelines.

			$2,547,783	**Total To Transfer Transportation**
D	Muldoon Velma	1	$687,355	Bayou Marcus Basin Study - Velma Drive Pond Outfall Branch C (modified by property acquisition and Velma Drive pond expansion). Drainage System Improvements including Velma Drive pond expansion, outfall, and drainage conveyance to Velma Drive Pond to provide better outfall for Muldoon Area Ponds. Project to address extensive home flooding. Project will reduce outfall pipe size and provide more effective outfall for Muldoon-Saufley Field Area ponds.
D	Midas and Muldoon	1	$30,000	The existing pond at the corner of Midas Road and Muldoon Road was expanded, and this will fund a positive outfall for this pond in order to reduce flooding in the area, increase storm water retention, and improve quality of stormwater runoff.
D	Shoshone/Doug Ford	1	$240,000	Several homes flood on Shoshone Drive in severe or moderate rain. Existing piped drainage flows to wetland ditch and outfall south under and across Doug Ford Drive. Evaluate pipe system and obtain permits to restore flow west to wetland outfall.
D	Saufley and Prospect	1	$87,000	FDOT funding for sidewalk design on Saufley Field Road; awaiting FDOT construction funding. Drainage improvements to address drainage capacity issues on Saufley Field Road at Prospect Lane causing street and yard flooding. These funds are for design of this project.
D	South Gulf Manor	1	$150,000	Additional funding is required 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, 11 homes flooded on the southeast side of the subdivision on Silversides Loop and Cavalla Loop. Acquisition is needed to increase pond capacity and satisfy County standards for maintenance.
D	Beach Haven	2	$330,352	CEI Services for the Beach Haven Construction Project.

D	North Old Corry Field Road	2	$440,672	This project involves the construction of sidewalk and drainage improvements along the eastern right-of-way of CR 295A (North Old Corry Field Road), between SR 30 (US 98 / West Navy Boulevard) and CR 298A (West Jackson Street). This is in addition to the LAP monies of $352K
D	Spring Street	3	$784,090	Joint Project with the District School Board.
D	Massachesetts Avenue	3	$138,000	LAP Agreement; County Portion $138K, FDEP Portion $73K, Total $221k
D	Ortega	3	$45,240	Funds will be utilized for design services to address flooding issues.
D	Ensley Caro Pond	3	$102,130	This will cover the cost of the Change Order for conditions found during construction that required a re-design, as well as the cost for the re-design. Items discovered include an abandoned pipe which needed to be removed, additional side drains, additional aggregate base material; and two headwalls that need to be added to correct a pre-existing ditch that traps water upstream along the roadway during heavy rain falls. This pre-existing issue was not captured in the original design. In addition, a 6 inch water line that is in conflict with a proposed 30 inch RCP storm line at Hannah and Rawls Avenues was discovered. The contractor is working with ECUA to locate existing water lines that may have been modified in the Ensley area. It appears that the water lines were installed after the utility coordination was performed during the design. It has been requested that the contractor expose the ECUA lines to see if there are any future conflicts. This increase will also cover the additional cost of the added drainage design at Ensley and Grimsley Streets to reduce flooding at two resident properties during heavy rain events. This design includes adding a 14x23 RCP cross drain with a concrete headwall end treatment on Grimsley Street. This design will require building up 50 feet of road by 6 inches and also some ditch cleaning. An additional 15 inch RCP crossover line will be installed on Ensley Street to maintain flow through Laurel Avenue. This

				additional work will reduce flooding to the surrounding residents and help maintain drainage flow throughout the ditches in the area.
D	Bob White Drainage	5	$55,000	The Bob White Drive Pipe Rehabilitation project includes rehabilitating approximately 887 linear feet of existing corrugated metal pipe and installing new storm inlets to improve drainage in the area. The pipe lies within a County drainage easement located near 527 Bobwhite Court in the Quail Run Subdivision off Nine Mile Road. The pipe is directly beneath a privacy fence, and access to remove and replace the pipe is very limited. Due to its location and space restrictions, installing a cured-in-place pipe liner is the only viable option.
D	Stillbridge Road Drainage		$120,160	Additional funds are required to initiate design services, identify properties for adequate maintenance access, and provide construction plans for these subdivision improvements.
D	Olive Road	4	$3,206	Requesting additional funds for the Olive Road East widening project.
			$3,213,205	**Total to Transfer Drainage**
			$5,760,988	**Grand Total to Transfer**

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:

Upon Board approval of this request, a budget amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

Attachments

LOST Spreadsheet
Resurfacing List

Transportation and Drainage							
Project No.	**Type**	**District**	**Project FROM**	**AVAILABLE**	**Amount to Transfer**	**PROJECT TO**	**JUSTIFICATION**
11EN1028	T	n/a	ITS Application (Box)	$ 1,000,000.00	$ 1,000,000.00	Perdido Key Beach Access Land Purchase	Acquisition of this parcel would expand and enhance the public access to the Gulf of Mexico and will be utilized
11EN1028	T	n/a	ITS Application (Box)	$ 800,000.00	$ 800,000.00	Resurfacing	to supplement the Resurfacing Program (see attached list)
11EN1028	T	n/a	ITS Application (Box)	$ -	$ -		Balance left in this project ($539,660) will be used to upgrade the county owned traffic signals and connectivity of various intersections and potential future traffic signal to be construction south of Massachusetts Avenue
				$ 1,800,000.00	**$ 1,800,000.00**		

Transportation and Drainage							
Project No.	**Type**	**District**	**Project FROM**	**AVAILABLE**	**Amount to Transfer**	**PROJECT TO**	**JUSTIFICATION**
13EN2512	T	2	3rd and Winthrop	$ -	$ -	3rd and Winthrop 33017	Budget amendment to fix negative balance
09EN0572	T	2	69th Avenue South (ECUA)	$ 10,928.00	$ 10,928.00	3rd and Winthrop	Project complete; Transfer to Third and Winthrop to fix negative balance
15EN3222	T	2	Perdido Key Pedestrian Crossing	$ 22,149.00	$ 22,149.00	3rd and Winthrop	Negative balance in Winthrop; reallocate funds
15EN3222	T	2	Perdido Key Pedestrian Crossing	$ 43,896.00	$ 43,896.00	Patton Drive (Gulf Beach Highway)	Design complete; JPA with FDOT; Construction FY2018
13EN2442	T	2	Treasure Hills	$ 60,000.00	$ 60,000.00	Patton Drive (Gulf Beach Highway)	reallocate to 12EN2152 (Patton Drive / Sunset Ave. Signals Project)
14EN2833	T	3	Animal Shelter Turn Lane	$ 250.00	$ 250.00	Ensley Caro Pond	Animal Shelter project complete
13EN2463	T	3	Bobe Street Sidewalks	$ -	$ 7,195.00	Bobe From Cody Sidewalks	to fix negative balance
14EN2913	T	3	Massachusett Avenue Intersection Improvement	$ 5,510.00	$ 5,510.00	Sidewalks	Closed; reallocate to 08EN0228 (Sidewalks)
14EN2803	T	3	Palafox Square	$ 87,297.00	$ 87,297.00	Detroit Safety Upgrades	Design complete; Incorportated in TPO CMP; reallocate to 13EN2523 (Detroit)
08EN0228	T	3	Sidewalks - Cody Lane	$ 7,195.00	$ -	Bobe Street Sidewalks	90% design, construction April; fix negative balance in Bobe Street Sidewalks
08EN0534	T	4	Langley and Ninth	$ 500.00	$ 500.00	Olive Road	Closed; reallocate to Olive Road East Phase II
12EN2024	T	4	Lanier and Langley Intersection Improvement	$ 35,400.00	$ 35,400.00	Olive Road	reallocate to Olive Road East Phase II
13EN2364	T	4	Lodestar Avenue Sidewalks	$ 18,647.00	$ 18,647.00	Olive Road	Closed; reallocate to Olive Road
14EN2765	T	5	Bratt Road Dirt Road Paving	$ 119.00	$ 119.00	Dirt Road Paving	Transfer to Dirt Road Paving project
10EN0575	T	5	Campbell Road	$ 14,783.00	$ 14,783.00	Dirt Road Paving Project	Transfer to Dirt Road Paving project
13EN2545	T	5	Crabtree Church Road	$ 12,987.00	$ 12,987.00	Resurfacing	Project complete; reallocate balance to resurfacing
16EN3565	T	5	Greenland Road DRP Project	$ 43,417.00	$ 43,417.00	Dirt Road Paving	Closed; reallocate to 08EN0068 (Dirt Road Paving)
16EN3565	T	5	Greenland Road DRP Project	$ 150.00	$ -	Dirt Road Paving	Closed; reallocate to 08EN0068 (Dirt Road Paving)
13EN2375	T	5	Guidy Lane Sidewalks (9 Mile to Candlestick)	$ -	$ 150.00	Guidy Lane	Budget Amendment to fix negative balance; from Greenland - project complete
14EN3015	T	5	Highway 29 and Highway 97	$ 234,600.00	$ 234,600.00	Highway 297A at Kingsfield	reallocate to 16EN3495 (Hwy297A/Kingsfield)
14EN2885	T	5	Jack Branch Road	$ 122,250.00	$ 122,250.00	Cooley Road	Funds needed to make improvements in this area
14EN2885	T	5	Jack Branch Road	$ 4,384.00	$ 4,384.00	CR196 Project	Transferring to pay FDOT for costs not eligile for grant
14EN2885	T	5	Jack Branch Road	$ 28,878.00	$ 28,878.00	CR96 Project	Transferring to pay FDOT for costs not eligile for grant
13EN2235	T	5	Killam Road	$ 848.00	$ 848.00	Dirt Road Paving	reallocate to 08EN0068 (Dirt Road Paving - Killam Road)
	T	5	Purdue Road DRP	$ 926.00	$ 926.00	Dirt Road Paving	reallocate to DRP
	T	5	Purdue Road DRP	$ 1,720.00	$ -	Thompson etc.	reallocate to DRP
12EN2015	T	5	Quintette Bridge	$ 107,070.00	$ 107,070.00	Bridge Program	reallocate to Bridge Program
08EN0775	T	5	Rocky Branch Road	$ 450.00	$ 450.00	Dirt Road Paving Project	Transfer to Dirt Road Paving project
14EN2905	T	5	Thompson, Crary and McNeal	$ -	$ 1,720.00	Thompson etc.	Budget Amendment to fix negative balance, design cost/constuction re-bid
	T	n/a	JPA/Design Box -- Beulah Expressway	$ 280,203.00	$ 280,203.00	I-10 Interchange Beulah Project 2017	reallocate to 12EN1728 (I-10 Interchange / Beulah Expressway); $599845 in 2018
	T	n/a	JPA/Design Box -- Beulah Expressway FY 2018	$ 599,846.00	$ 599,846.00	I-10 Interchange Beulah Project 2018	reallocate to 12EN1728 (I-10 Interchange / Beulah Expressway); $599845 in 2018
12EN1738	T	various	Neighborhood Enhancements	$ 400,000.00	$ 400,000.00	Detroit Safety Upgrades	Construction of Detroit Blvd. from PF Road to US29; David?
12EN1738	T	various	Neighborhood Enhancements	$ 400,000.00	$ 400,000.00	Resurfacing Program	Transfer to Resurfacing Program
09EN0388	T	various	Open Graded Cold Mix Overlay	$ 3,380.00	$ 3,380.00	Dirt Road Paving	reallocate to DRP
			Total Transportation	**$ 2,547,783.00**	**$ 2,547,783.00**	**$ -**	
11EN1141	D	1	Barefoot Estates	$ 11,857.00	$ 11,857.00	Muldoon Velma	Funds can be transferred to a District 1 project; this project is complete
13EN2561	D	1	Bauer Road Drainage	$ 5,450.00	$ 5,450.00	Muldoon Velma	Funds can be transferred to a District 1 project; this project is complete
11EN1071	D	1	Choctaw Drainage	$ 30,000.00	$ 30,000.00	Midas and Muldoon	Reallocate
11EN1071	D	1	Choctaw Drainage	$ 273,442.00	$ 273,442.00	Muldoon Velma	Reallocate
15EN3252	D	1	Crescent Lake (MATCHING FUNDS)	$ 872,457.00			Blue Springs at Clearwater; Outfall Project; $1.1M Matching funds for NRCS/FEMA Projects $1.1M
15EN3252	D	1	Crescent Lake (MATCHING FUNDS)	$ -	$ 395,457.00	Muldoon Velma	Property acquisition and Velma Pond Expansion
15EN3252	D	1	Crescent Lake (MATCHING FUNDS)	$ -	$ 240,000.00	Shoeshone/Doug Ford	Flooding issues in area
15EN3252	D	1	Crescent Lake (MATCHING FUNDS)	$ -	$ 87,000.00	Saufley and Prospect	Flooding issues in area
15EN3252	D	1	Crescent Lake (MATCHING FUNDS)	$ -	$ 150,000.00	South Gulf Manor	Property acquisition and design to address flooding issues in area
14EN2972	D	1	Woodlin Meadows Drainage	$ 1,149.00	$ 1,149.00	Muldoon Velma	Reallocate
12EN2091	D	2	Perdido Bay Country Club Estates	$ 5,859.00	$ 5,859.00	Beach Haven	Reallocate
11EN1132	D	2	Siguenza Cove	$ 9.00	$ 9.00	Beach Haven	Reallocate

Transportation and Drainage							
Project No.	**Type**	**District**	**Project FROM**	**AVAILABLE**	**Amount to Transfer**	**PROJECT TO**	**JUSTIFICATION**
15EN3233	D	3	Englewood Drainage/Neighborhood Improvements	$ 784,090.00	$ 784,090.00	Spring Street/Pensacola High School	Joint Project with District School Board to address flooding issues on Spring Street at PHS; This project was being utilized for matching funds and since the matching funds (HMGP) are no longer required these funds are availble to spend elsewhere.
	D	3	Englewood Drainage/Neighborhood Improvements	$ 138,000.00	$ 138,000.00	Massachusetts Sidewalks	County Portion of the LAP Project. Total $211K, FDOT $73, County $138K
12EN1783	D	3	Figland	$ 45,240.00	$ 45,240.00	Ortego	Design services to address flooding issues in area
16EN3623	D	3	Lincoln Park Area	$ 7,878.00	$ 7,878.00	Ensley Caro Pond	Project complete; transfer to Caro Pond
13EN2413	D	3	Masschusetts Avenue Drainage	$ 94,172.00	$ 94,172.00	Ensley Caro Pond	Project complete; transfer to Caro Pond
11EN1011	D	3	St Nazaire Road	$ 80.00	$ 80.00	Ensley Caro Pond	Reallocate
08EN0324	D	4	Ferry Pass Zone 4 & 5	$ 206.00	$ 206.00	Olive Road	project complete
12EN1984	D	4	River Gardens Drainage Study	$ 3,000.00	$ 3,000.00	Olive Road	Reallocate to Olive Road
14EN2742	D	1,2	Jackson Street, Elysian Drainage Improvements	$ 324,484.00	$ 324,484.00	Beach Haven	Jackson at Elysian is being addressed by FDOT; CEI Services for construction project for Beach Haven; balance of funds will be utilized to construct Old Corry Field Road Drainage and Sidewalks Improvements $440,672
14EN2742	D	1,2	Jackson Street, Elysian Drainage Improvements	$ 440,672.00	$ 440,672.00	North Old Corry Field Road	Jackson at Elysian is being addressed by FDOT; CEI Services for construction project for Beach Haven; balance of funds will be utilized to construct Old Corry Field Road Drainage and Sidewalks Improvements $440,672
	D	various	Water Quality/Flood Control	$ 55,000.00	$ 55,000.00	Bob White Drainage	Transfer $55K to Bobwhite Road Drainage Project
	D	various	Water Quality/Flood Control	$ 120,160.00	$ 120,160.00	Stillbridge Road Drainage	Transfer $120K to Stillbridge Drainage Project
			Total Drainage	**$ 3,213,205.00**	**$ 3,213,205.00**		
			Grand Total	**$ 5,760,988.00**	**$ 5,760,988.00**		

District	Name	To	From	Est Cost	Notes		
1	Chicago Ave	Bellview Avenue	Pavement Change	$249,231.36	Bumped from 15-16 due to funding		
1	Chicago Court	Chicago Avenue	Cul-de-sac	$42,630.93	Bumped from 15-16 due to funding		
1	Kari Court	Christopher Street	Scotts Place	$19,530.31	Bumped from 15-16 due to funding		
1	Scotts Place	Kari Court	Kari Court	$40,715.73	Bumped from 15-16 due to funding		
1	Franks Court	Chicago Avenue	Cul-de-sac	$33,125.87	Bumped from 15-16 due to funding		$385,234.20
2	Long Lake Drive	Klake Joan	NE Cul-de-sac	$110,840.43			
2	58th Ave	Annette St	Lillian Hwy	$63,456.96			
2	59th Ave	Margaretta Blvd	Annette St	$49,965.44			
2	60th Ave	Lillian Hwy	South End	$46,626.84			
2	Florence St	61st Ave	57th Ave	$61,475.56			
2	Margaretta Blvd	61st Ave	57th Ave	$65,211.38			
2	Kee Memorial Dr	Gulf Beach Hwy	North End	$104,035.56			
2	63rd Ave	Jackson St	Lillian Hwy	$63,367.11			$564,979.27
3	Hernandez	Pace Blvd	City Limits	$104,016.64	Bumped from 15-16 due to funding		
3	Montclair Rd	Massachusetts Ave	Marseille Dr	$378,897.49	Issue after Ph2 S/W are Done		
3	Medford Ave	Havre Way	Clifton Ave	$163,600.64	Issue after Ph2 S/W are Done		
3	Cranston Ave	Medford Ave	Montclair Rd	$17,321.92	Issue after Ph2 S/W are Done		
3	Clifton Ave	Medford Ave	Michigan Ave	$74,177.35	Issue after Ph2 S/W are Done		$738,014.04
5	Copper Ridge Drive	Pine Forest Road	Cul-de-sac	$176,212.59	Bumped from 15-16 due to funding	Mill/Fill & Recon	
5	Copper Ridge Drive	Cul-de-sac	cul-de-sac	$93,830.61			
5	Copper Ridge Court	Copper Ridge Drive	Cul-de-sac	$23,053.33	Bumped from 15-16 due to funding	Mill/Fill & Recon	
5	Copper Ridge Place	Copper Ridge Drive	Cul-de-sac	$125,864.11	Bumped from 15-16 due to funding	Mill/Fill & Recon	
5	Copper Ridge Circle	Copper Ridge Drive	Copper Ridge Drive	$133,638.40	Bumped from 15-16 due to funding	Mill/Fill & Recon	
5	Windmill Circle	Copper Ridge Drive	Copper Ridge Drive	$133,638.40	Bumped from 15-16 due to funding	Mill/Fill & Recon	
5	Rock Hill Court	Windmill Circle	Cul-de-sac	$27,593.07	Bumped from 15-16 due to funding	Mill/Fill & Recon	
5	Winterset Drive	Windmill Circle	Cul-de-sac	$25,890.67	Bumped from 15-16 due to funding	Mill/Fill & Recon	
5	9-1/2 MILE ROAD	STEFANI RD	PINE FOREST RD	$205,158.12	Proposed 2025-2026		
5	Ashland Ave	Ten Mile	9 1/2 Mile	$124,369.78	Requested By D5 5/3/2017	Mill/Fill & Recon	
5	Greenhills	STEFANI RD	PINE FOREST RD	$206,898.35	Requested By D5 5/3/2017	Mill/Fill & Recon	$1,276,147.41

As discussed

Total estimated Funds Needed	$2,964,374.93
Total Funds Available	$1,800,000.00
Requested amount	$1,200,000.00
Contingency	$35,625.07

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12269 **County Administrator's Report** **12. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/25/2017
Issue: Adopting a Resolution and Letter Requesting the Immediate Relief for Overreaching Federal Fishing Regulations in the Gulf of Mexico
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution and Letter Supporting an Executive Intervention to Eliminate Over-reaching Federal Regulations Restricting Recreational and Commercial Fishing Seasons in the Gulf of Mexico - Commissioner Doug Underhill, Chairman, District 2

That the Board take the following action concerning a Resolution and letter supporting an executive intervention to eliminate over-reaching Federal regulations restricting recreational and commercial fishing seasons in the Gulf of Mexico:

A. Adopt the Resolution, subject to Legal review and sign-off, supporting an executive intervention to eliminate over-reaching Federal regulations restricting recreation and commercial fishing seasons;

B. Approve the letter, **to be distributed under separate cover**, to Wilbur L. Ross, United States Department of Commerce Secretary; and

C. Authorize the Chairman to sign the Resolution and letter.

BACKGROUND:

On May 2, 2017, the National Oceanic and Atmospheric Administration (NOAA) released Fishery Bulletin FB17-023 announcing the 2017 Gulf of Mexico Red Snapper Recreational Seasons. The private angler component season will be 3 days and the federally permitted for-hire component season will be 49 days in federal waters. This decision continues the trend of onerous limitations that failed to protect our fisheries while having a deleterious impact on the coastal economy.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The draft of the Resolution was prepared by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will send the resolution and letter to Secretary Ross at the Department of Commerce in Washington, DC.

Attachments

Resolution

RESOLUTION NUMBER R2017- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING AN EXECUTIVE INTERVENTION TO ELIMINATE OVER-REACHING FEDERAL REGULATIONS RESTRICTING RECREATIONAL AND COMMERCIAL FISHING SEASONS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, marine fisheries are vital components of commerce, recreation, tourism, and the quality of life for the citizens of Escambia County; and

WHEREAS, the negative economic impact resulting directly from over-reaching federal fishing regulations significantly affects Escambia County's local economy; and

WHEREAS, blanket federal fishing regulations applicable to marine fisheries nationwide fail to consider the unique character of individual marine fishery locales and are therefore incapable of achieving the goal for which they were ostensibly established as to each individual marine fishery locale in the country; and

WHEREAS, the elimination of over-reaching federal fishing regulations will mitigate economic losses for commercial, charter boat, and recreational fishing industries; and

WHEREAS, consistent with the mission statement of the U.S. Department of Commerce, the elimination of over-reaching federal fishing regulations will create conditions for economic growth and opportunity; and

WHEREAS, the 2017 three-day federal Red Snapper season denies the citizens of Escambia County and the citizens nationwide their right to enjoy a publicly owned natural resource; and

WHEREAS, marine fisheries are renewable resources capable of sustainable production while serving extractive and consumptive purposes; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the health, safety, and welfare of the citizens of Escambia County that the County support an executive intervention to eliminate over-reaching federal regulations restricting recreational and commercial fishing seasons.

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

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

DRAFT

Section 2. That the Escambia County Board of County Commissioners supports an executive intervention to eliminate over-reaching federal regulations restricting recreational and commercial fishing seasons.

Section 3. That the Escambia County Board of County Commissioners supports the immediate intervention by the Department of Commerce Secretary and the Florida Congressional Delegation to effect the expansion of the 2017 federal Red Snapper season beyond the current three-day period.

Section 4. That the Escambia County Board of County Commissioners hereby directs the Clerk to forward a copy of this resolution to United States Department of Commerce Secretary Wilbur L. Ross, Senator Bill Nelson, Senator Marco Rubio, and Representative Matt Gaetz.

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

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)

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12227 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/25/2017
Issue: Noise Waivers for the 2017 Seasonal Fireworks Exhibitions Near the Portofino Pier
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 2017 Seasonal Fireworks Displays Launched from a Floating Platform near the Portofino Pier on Pensacola Beach - Tim Tolbert, Building Official/Department Director

That the Board approve or deny the following individual "Special Event Permit Applications" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use). Each of the noise waiver Applications listed below coincides with an Application for a fireworks exhibition for the 2017 Seasonal Fireworks Displays sponsored by Portofino and launched from a floating platform near the Portofino Pier on Pensacola Beach from 9:00 p.m., through 9:15 p.m.

A. Application for May 28, 2017, 9:00 p.m. - 9:15 p.m.;
B. Application for June 6, 2017, 9:00 p.m. - 9:15 p.m.;
C. Application for June 15, 2017, 9:00 p.m. - 9:15 p.m.;
D. Application for June 20, 2017, 9:00 p.m. - 9:15 p.m.;
E. Application for June 27, 2017, 9:00 p.m. - 9:15 p.m.;
F. Application for July 4, 2017, 9:00 p.m. - 9:15 p.m.;
G. Application for July 11, 2017, 9:00 p.m. - 9:15 p.m.;
H. Application for July 18, 2017, 9:00 p.m. - 9:15 p.m.;
I. Application for July 25, 2017, 9:00 p.m. - 9:15 p.m.;
J. Application for August 1, 2017, 9:00 p.m. - 9:15 p.m.;
K. Application for August 8, 2017, 9:00 p.m. - 9:15 p.m.;
L. Application for September 3, 2017, 9:00 p.m. - 9:15 p.m.; and
M. Application for October 28, 2017, 9:00 p.m. - 9:15 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23, 2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

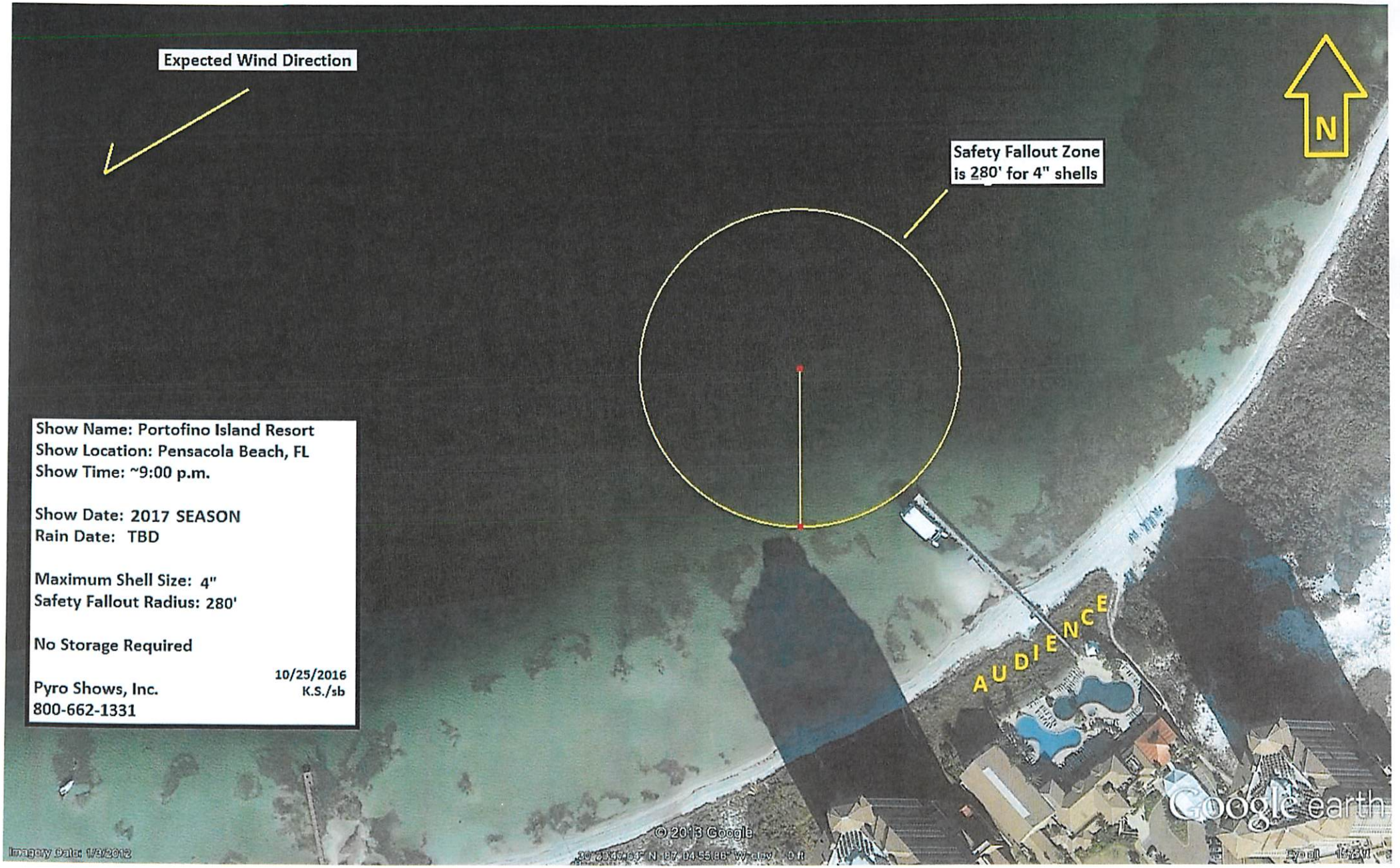
IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for each exemption approved in this recommendation.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of each waiver.

Attachments

Site Map
SRIA Approval
List of Dates for Fireworks Displays
Application for 5-28-2017
Application for 6-06-2017
Application for 6-15-2017
Applications for 6-20-2017
Application for 6-27-2017
Application for 7-04-2017
Application for 7-11-2017
Application for 7-18-2017
Application for 7-25-2017
Application for 8-01-2017
Application for 8-08-2017
Application for 9-03-2017
Application for 10/28/2017


Expected Wind Direction
N
Safety Fallout Zone
is 280' for 4" shells
AUDIENCE
Show Name: Portofino Island Resort
Show Location: Pensacola Beach, FL
Show Time: ~9:00 p.m.
Show Date: 2017 SEASON
Rain Date: TBD
Maximum Shell Size: 4"
Safety Fallout Radius: 280'
No Storage Required
Pyro Shows, Inc.
800-662-1331
10/25/2016
K.S./sb
© 2013 Google
Google earth

Christy Rigney

From: Cheryle Dill <cheryle_dill@sria-fla.com>
Sent: Monday, January 30, 2017 10:48 AM
To: Christy Rigney
Cc: Robbie Schrock; Paolo Ghio; Frank Forte; Charles R. Morgan
Subject: RE: Portofino Island 2017 Season

Christy,

I am in receipt of the letter informing Santa Rosa Island Authority of the fireworks display being executed during 2017 for Portofino Island Resort. I have copied in this reply all that I am aware to contact regarding the displays per your request.

Cheryle Dill

Santa Rosa Island Authority

Human Resources and Event Coordinator

1 Via De Luna Drive

Pensacola Beach, Fl 32561

Office: 850-932-2257 Ext. 231

Cell: 850-797-2957

Fax:850-932-1866

SANTA ROSA ISLAND AUTHORITY

SRIA Mission: "To promote tourism, manage growth and provide entertainment in a safe, clean, eco-friendly environment."

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Portofino Island Resort
2017 Show Schedule

DATE	DAY	2017 BUDGET	
5/28/17	Sunday		
6/6/17	Tuesday		
6/15/17	Thursday		
6/20/17	Tuesday		
6/27/17	Tuesday		
7/4/17	Tuesday		
7/11/17	Tuesday		
7/18/17	Tuesday		
7/25/17	Tuesday		
8/1/17	Tuesday		
8/8/17	Tuesday		
9/3/17	Sunday		
10/28/17	Saturday		added 1/17/17
12/31/17	Sunday		
Contract Amount			
	Sales Tax		
Total Contract Amount			
Baptist Church Barge			
	Total		

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: PO Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Barge from Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 5-28-2017	*Description of Activity:* Fireworks
Beginning Time: 9:00 Pm *Ending Time:* 9:15 Pm	2017 Season

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature:	

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ESCAMBIA COUNTY, FLORIDA

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 6-6-2017	***Description of Activity:*** Fireworks 2017 Season
Beginning Time: 9:00 Pm ***Ending Time:*** 9:15 Pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 5/10/2017
Applicant Signature: Jackie E Hill	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 6-15-2017	*Description of Activity:* Fireworks 2017 Season
Beginning Time: 9:00 pm *Ending Time:* 9:15 pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature: Lansden E Hill	

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ESCAMBIA COUNTY, FLORIDA

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 6-20-2017	*Description of Activity:* ~~Fireworks~~ Fireworks 2017 Season
Beginning Time: 9:00 pm *Ending Time:* 9:15 pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature: Jonathan E Hill	

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ESCAMBIA COUNTY, FLORIDA

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 6-27-2017	*Description of Activity:* Fireworks 2017 Season
Beginning Time: 9:00 pm *Ending Time:* 9:15 pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 7-4-2017	*Description of Activity:* Fireworks 2017 Season
Beginning Time: 9:00 Pm — *Ending Time:* 9:15 Pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 7-11-2017	*Description of Activity:* Fireworks 2017 Season
Beginning Time: 9:00 Pm / *Ending Time:* 9:15 Pm	

Remarks or Comments:
Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge from Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 7-18-2017	*Description of Activity:* Fireworks
Beginning Time: 9:00 pm / *Ending Time:* 9:15 pm	2017 season

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature: Jonathan Elliott	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 7-25-2017	*Description of Activity:* Fireworks
Beginning Time: 9:00 pm *Ending Time:* 9:15 pm	2017 Season

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge from Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 8-1-2017	*Description of Activity:* Fireworks 2017 Season
Beginning Time: 9:00 Pm — *Ending Time:* 9:15 Pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature:	

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge From Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 8-8-2017	***Description of Activity:*** Fire Works 2017 Season
Beginning Time: 7:00 Pm ***Ending Time:*** 9:15 Pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 5/10/2017
Applicant Signature:	

BOARD OF COUNTY COMMISSIONERS
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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331	
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202	
Owner's Address: PO Box 1776			
City: LaFollette	State: TN	Zip Code: 37766	
Job Address: Barge from Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:	

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 9-3-2017	*Description of Activity:* Fireworks 2017 season
Beginning Time: 9:00 Pm — *Ending Time:* 9:15 Pm	

Remarks or Comments:
Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature: Lansden E Hill	

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: PO Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Barge from Portofino Island Resort Portofino Drive Pensacola, FL		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 10-28-2017	*Description of Activity:* Fireworks 2017 Season
Beginning Time: 9:00 pm *Ending Time:* 9:15 pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/10/2017
Applicant Signature: [signature]	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12153 **County Attorney's Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/25/2017
Issue: Scheduling an Attorney/Client Session on June 15, 2017 to Discuss Pending Ligitation
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on June 15, 2017 at 8:30 a.m. to Discuss Pending Litigation in Dellaina Merritt v. Escambia County, Case No.: 3:15-cv-00286-MCR-EMT

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 Thursday, June 15, 2017 at 8:30 a.m.

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, June 10, 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 Dellaina Merritt v. Escambia County, Case No.: 3:15-cv-00286-MCR/EMT, 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 8:30 a.m., on Thursday, June 15, 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, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorney representing Escambia County in the pending litigation. A certified court reporter will attend and report 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.
