

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 2, 2013 – 5:30 p.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following five Proclamations:

A. The Proclamation commending and congratulating Firefighter Baylen Payne on his selection as "Employee of the Month" for May 2013;

B. The Proclamation honoring and congratulating Teresa Bradley for being the center of social change and connecting with our community by committing her time and talents as a volunteer for the Escambia County Animal Services Division;

C. The Proclamation honoring and congratulating Mickey Tener for being the center of social change and connecting with our community by committing her time and talents as a volunteer for the Escambia County Animal Services Division;

D. The Proclamation commending and congratulating Ashton Christopher Harris on his achieving the rank of Eagle Scout and wishing him success in his future endeavors; and

E. The Proclamation proclaiming May 5 through May 11, 2013, as "Travel and Tourism Week" in Escambia County, to celebrate the impact of the travel, hospitality, and tourism industries in the Greater Pensacola Bay Area, and urging citizens of Escambia County to join in this special national observance with appropriate events and commemorations County-wide.

7. Written Communication.

Correspondence misdated March 7, 2013, and received by the County Attorney's Office on April 5, 2013, from Thomas C. Staples of Staples, Ellis & Associates, P.A., representing Harold M. Foster and Linda E. Foster, offering \$1,500 in return for the cancellation of the Code Enforcement Lien against the property located at 1138 Muscogee Road.

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 Bay Meadows Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Bay Meadows Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

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 a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

10. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning 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. Approve the Minutes of the Regular Board Meeting held April 18, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 18, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held April 11, 2013 (**BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER**).

GROWTH MANAGEMENT REPORT

I. Public Hearings

1. Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on April 1, 2013

That the Board take the following action concerning the rezoning case heard by the Planning Board on April 1, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-04 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.

1. Case No.: Z-2013-04
Address: 2842 Nowak Dairy Road
Property Reference No.: 36-1N-31-2000-000-000
No.: 36-1N-31-1200-000-000
Property Size: 43 (+/-) acres
From: VAG-2, Villages Agriculture Districts, Gross Density (one dwelling unit per five acres)
To: V-3, Villages Single-Family Residential, Gross Density (five units per acre) At the hearing before the Planning Board, the applicant voluntarily modified his request to V-2, Villages Single-Family Residential, Gross Density (two units per acre)
FLU Category: MU-S, Mixed-Use Suburban
Commissioner District: 5
Requested by: TJ Monti, Agent for Ethel Nowak, Owner
Planning Board Recommendation: Denied applicant's modified request for V-2
Speakers: TJ Monti, Vince Lacoste, Brett Orrell, Ron Rougeau, Carter Granat, James Wells, Jeanne Henderly, Richard Moye, Blake Goodwin, John Markowitz, Ramani Cantell, John Mason JR, Peter Hurd, Karl Henderly, Dominique Hudgens, William Thompson

2. 5:45 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 April 1, 2013, 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 a Correction to an At-Large Reappointment to the Escambia County Planning Board

That the Board amend its action of April 2, 2013, to correct the effective dates of David Woodward's reappointment to April 16, 2013, through April 15, 2015.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, June 20, 2013

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases to be heard at the Planning Board on May 6, 2013.

1. Case No.: Z-2013-02

Address: 9900 BLK of Sorrento Road

Property Reference No.: 05-3S-31-1500-004-009

Reference No.:

Property Size: 13.07 (+/-) acres

From: SDD, Special Development District, (noncumulative) Low Density

To: AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only) (three du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District 2

Requested by: Buddy Page, Agent for Dr. Gerald Chernekoff, Owner

2. Case No.: Z-2013-05

Address: 7481 N Palafox Street

Property 21-1S-30-1101-007-029
Reference No.:
Property Size: 1.94 (+/-) acres
From: R-5, Urban Residential/Limited Office District,
(cumulative) High Density (20 du/acre)
To: C-2, General Commercial and Light Manufacturing
District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District 3
Requested by: Christin Taylor, Agent for Kenneth Knowles, Owner

3. Case No.: Z-2013-06

Address: 9200 BLK of University Parkway
Property Reference No.: 14-1S-30-3101-000-004
Property Size: 1.76 (+/-) acres
From: R-4, Multiple-Family District, (cumulative) Medium
High Density (18 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 4
Requested by: Eleanor Flowers, Owner

4. Case No.: Z-2013-07

Address: 2755 Fenwick Road
Property Reference No.: 42-1S-30-3001-001-003
Property Size: 2.14 (+/-) acres
From: R-5, Urban Residential/Limited Office District,
(cumulative) High Density (20 du/acre)
To: C-2, General Commercial and Light Manufacturing
District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Buddy Page, Agent for Robertson and Brazwell, LLC

5. Case No.: Z-2013-08

Address: 4940 Saufley Field Road

Property 39-1S-31-3312-000-000
Reference No.:
Property Size: 2.07 (+/-) acres
From: R-5, Urban Residential/Limited Office District,
(cumulative) High Density (20 du/acre)
To: R-6, Neighborhood Commercial and Residential District,
(cumulative) High Density (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner 1
District:
Requested by: Buddy Page, Agent for Teramore Development, LLC

6. Case No.: Z-2013-09

Address: 3720 Navy Boulevard
Property 38-2S-30-1000-013-002
Reference No.:
Property Size: 1.53 (+/-) acres
From: R-2/C-1, Single-Family District (cumulative) Low-Medium
Density (seven du/acre) / C-1, Retail Commercial
District (cumulative) (25 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner 2
District:
Requested by: Larry Richardson, Agent for William Welch, Owner

7. Case No.: Z-2013-10

Address: 707 New Warrington Road
Property 34-2S-30-0183-000-000
Reference No.:
Property Size: 1.82 (+/-) acres
From: C-2/R-2, General Commercial and Light Manufacturing
District (cumulative) (25 du/acre) / R-2, Single-Family
District (cumulative) Low-Medium Density (seven du/acre)
To: C-2, General Commercial and Light Manufacturing
District (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner 2
District:
Request By: Jill Stewart, Agent for Joseph Mercer, Owner

B. 5:46 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment SSA-2013-01

C. 5:47 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment SSA-2013-02

D. 5:48 p.m. - A Public Hearing - LDC Ordinance Article 6 Zoning Districts

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing for the Deerfield Estates Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on May 16, 2013, at 5:31 p.m., to consider adoption of an Ordinance creating the Deerfield Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

2. Recommendation Concerning the Scheduling of a Public Hearing for the Providence Manor II Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on May 16, 2013, at 5:32 p.m., to consider adoption of an Ordinance creating the Providence Manor II Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

3. Recommendation Concerning the Automatic Aid Agreement between Escambia County Fire Rescue and Nokomis Volunteer Fire Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Automatic Aid Agreement between Escambia County Fire Rescue and Nokomis Volunteer Fire Department:

A. Approve the Automatic Aid Agreement between Escambia County Fire Rescue and Nokomis Volunteer Fire Department to establish the terms and conditions under which Escambia County Fire Rescue and Nokomis Volunteer Fire Department will cooperate to jointly provide automatic aid during emergencies; and

B. Authorize Escambia County Fire Chief Patrick T. Grace to sign the Agreement on behalf of Escambia County Fire Rescue.

4. Recommendation Concerning the District 1 Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Cheryl L. Isler as the District 1 representative to the Escambia County Animal Services Advisory Committee, to replace Colleen Bridgman, who resigned, with the term of appointment to begin May 2, 2013, and run concurrent with the term of Commissioner Wilson B. Robertson or at his discretion.

5. Recommendation Concerning the Verizon Wireless In-building Agreement for the M.C. Blanchard Judicial Building - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Verizon Wireless In-building Agreement:

A. Approve the Verizon Wireless In-building Agreement for Verizon Wireless to install, maintain, and operate an in-building coverage system for use with Verizon Wireless Services at the M.C. Blanchard Judicial Building, located at 357 South Baylen Street, for the benefit of the County and at no cost to the County; and

B. Authorize the Interim County Administrator to sign the Agreement.

6. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Park Parcel, Shady Terrace Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for June 10, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of park parcel, Shady Terrace Subdivision (approximately 0.07 acres), as petitioned by Robert R. and Darleen L. Johnson.

The Petitioners own property located at 3708 Pompano Drive, which abuts a County park parcel as shown on the Plat of Shady Terrace Subdivision, recorded in Plat Book 6, at Page 14, of the Public Records of Escambia County, Florida. The Petitioners' property line does not abut the right-of-way of Pompano Drive. The Petitioners have been utilizing a portion of the park parcel as access to their property for a number of years. However, a recent title search and boundary survey performed by the Petitioners indicated that the area they have been using for access into their property from Pompano Drive is part of a platted park of Shady Terrace Subdivision. The Petitioners are requesting that the County vacate the portion of the park parcel (approximately 0.07 acres) lying between their property line and Pompano Drive right-of-way. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

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

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #134 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Bob Sikes Toll Fund (167) in the amount of \$500,000, to recognize reimbursements from the Santa Rosa Island Authority (SRIA), and to appropriate these funds to be used for landscaping improvements on Pensacola Beach per Interlocal Agreement.

2. Recommendation Concerning Supplemental Budget Amendment #137 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #137, Local Option Sales Tax III Fund (352) in the amount of \$975,000, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction of the Myrtle Grove Elementary School Sidewalk Project.

3. Recommendation Concerning Supplemental Budget Amendment #143 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #143, Other Grants and Projects Fund (110) in the amount of \$37,471, to recognize proceeds from a State of Florida Homeland Security Grant Program, and to appropriate these funds to be used for continued training and upkeep of equipment for the Urban Search and Rescue (USAR) Teams and Hazardous Materials Response Team.

4. Recommendation Concerning Architect and Engineering Services for the M.C. Blanchard Shell Space Build-Out - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 12-13.020, Architect & Engineering Services for the M.C. Blanchard Shell Space Build-Out, in the amount of \$194,275.

[Funding: Fund 352, LOST III, Cost Center 410149, Project Number 13JS2332]

5. Recommendation Concerning Out-of-County Travel for Commissioner Gene M. Valentino - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Gene M. Valentino, Chairman, to attend an Economic Development Trip to Panama City, Panama, June 2, 2013, through June 8, 2013, including any County-related communication charges associated with his Verizon cell phone while in Panama City, Panama.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704, Object Code 54001, Travel]

6. Recommendation Concerning Design Services for the Campbell Road DRP and Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to HDR Engineering, Inc., per the terms and conditions of PD 12-13.023, Design Services for the Campbell Road DRP and Drainage Improvements, in the amount of \$149,876.61.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 10EN0575]

7. Recommendation Concerning Approval of Amendment #1 to the Special Needs Housing Rental Development Agreement for the Clinton Cox Residence - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding Amendment #1 to the Special Needs Housing Rental Development Agreement (Transitional Housing), providing funding for development of a 12-unit transitional (rental) housing facility, known as the Clinton Cox Residence:

A. Approve Amendment #1 to the Special Needs Housing Rental Development Agreement (Transitional Housing) with Community Enterprise Investments, Inc. (CEII), Pathways for Change, Inc. (Pathways), and The Escambia Coalition on the Homeless, Inc. (ECOH), formally committing an additional \$25,000 in HOME Community Housing Development Organization (CHDO) set-aside funds (increasing total Grant funding from \$490,000 to \$515,000), to ensure adequate financing for development of the 12-unit transitional housing facility, known as the Clinton Cox Residence; and

B. Authorize the Chairman to execute Amendment #1 to the Special Needs Housing Rental Development Agreement (Transitional Housing) and all related documents required to fully implement the Agreement and to complete all provisions thereof.

[Funding: Fund 147, HOME, Cost Center 220408]

8. Recommendation Concerning the Acquisition of Real Property Located at 3810 Frontera Circle - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the acquisition of real property located at 3810 Frontera Circle within the Brownsville Community Redevelopment Area:

A. Authorize the purchase of real property (totaling approximately 0.06 acres) from George E. Thomas, for the negotiated amount of \$19,900, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of the parcel of real property located at 3810 Frontera Circle; and

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

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

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

That the Board adopt the Resolution authorizing the write-off of \$479,040 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

10. Recommendation Concerning the Services Agreement with Motorola Solutions, Inc., for Maintenance of the County's P25 Digital UHF Radio System, Microwave Systems, and Fixed Equipment – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Services Agreement, Contract Number S00001018872, with Motorola Solutions, Inc., for maintenance of the County's P25 Digital UHF Radio system, microwave systems, and fixed equipment, in the amount of \$435,487.20, for the period June 1, 2013, through September 30, 2014:

A. Approve and authorize the Chairman to sign the Services Agreement; and

B. Authorize the issuance of a Purchase Order, in the amount of \$108,871.80, to Motorola Solutions, Inc., for four months of service, for the period June 1, 2013, through September 30, 2013.

[Funding: Fund 001, General Fund, Cost Center 330403, Communications, Object Code 54601, Repairs & Maintenance]

11. Recommendation Concerning A&E Services for the Central Booking and Detention Facility Restoration Project - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve and authorize the Interim County Administrator to execute Change Order #3, which will provide for additional architectural and engineering fees for the Central Booking and Detention Facility (CBDF) Restoration:

Department:	Facilities Management
Division:	DCAT (Design and Construction Administration Team)
Type:	Addition
Amount:	\$79,367.18
Vendor:	Caldwell Associates Architects, Inc. (CAA)
Project Name:	CBDF Restoration
Contract:	PD 11-12.049
PO#:	130739-2
Original Award Amount:	\$264,827.00
Cumulative Amount of Change Orders through CO #3:	\$79,367.18
New PO Amount:	\$344,194.18

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56201, Project Number 6FL00155]

12. Recommendation Concerning the Acquisition of Real Property Located on Ashland Avenue from Chavers Construction, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (2,750 square feet or approximately 0.06 acres), located on Ashland Avenue, from Chavers Construction, Inc.:

A. Authorize the purchase of a parcel of real property located on Ashland Avenue, (2,750 square feet or approximately 0.06 acres), for the negotiated purchase price of \$5,500, from Chavers Construction, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located on Ashland Avenue (2,750 square feet or approximately 0.06 acres); and

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

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #09EN0093, "Maplewoods"]

The County has a Project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area. Due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the Project. Chavers Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of their property (2,750 square feet or approximately 0.06 acres) to facilitate the road, bridge, and drainage improvement project. The owners have requested that the property be conveyed by means of a Public Road and Right-of-Way Easement document.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Chavers Construction, Inc., to acquire a portion of their property located along Ashland Avenue. Pursuant to Board Policy, if the property is valued less than \$20,000 an appraisal is not required, so Staff negotiated a purchase price of \$5,500 (\$2 per square foot). The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the negotiated amount of \$5,500, with

the owners/sellers being responsible for payment of documentary stamps and other closing costs, and the property be conveyed by means of a Public Road and Right-of-Way Easement document. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

13. Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2013 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for summer 2013:

- A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 24, 2013, through September 2, 2013, with the SRIA reimbursing the County for all operating costs; and
- B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs]

14. Recommendation Concerning a Local Agency Program Agreement for the Myrtle Grove Elementary School Sidewalk Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement (LAP) with the State of Florida Department of Transportation (FDOT), for funding not to exceed \$975,000, for the Myrtle Grove Elementary School Sidewalk Project:

A. Approve the State of Florida Department of Transportation, Local Agency Program (LAP) Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County, for design and construction (Design/Build) of the Myrtle Grove Elementary School Sidewalk Project; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Agreement and any subsequent related Supplemental Agreements and/or documents for this Project.

This Project was submitted to FDOT's Safe Routes To School Grant Program in an effort to obtain funding. The Project was selected based on criteria that include its proximity to schools and with providing connectivity with existing sidewalks (recently installed with local funds on 65th Avenue, from Flaxman Street to Lillian Highway). The next phase of the submittal process requires the submittal package to include the Board's approval to submit and a Resolution supporting the Project.

The Myrtle Grove Elementary School Sidewalk Project is a design-build project and consists of adding sidewalks along North 65th Avenue, Flaxman Street, and North 61st Avenue in Pensacola, Escambia County.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement. FDOT will reimburse the County up to \$975,000]

15. Recommendation Concerning State Road 742 (Burgess Road) - Transfer of Project from Escambia County to Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of State Road (SR) 742 (Burgess Road) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

A. Approve the Amendment to Joint Participation Agreement (JPA) between the State of Florida Department of Transportation and Escambia County, Financial Project #218429-1-38-01;

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

C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Project #218429-1-38-01; and

D. Adopt the Resolution supporting the transfer and authorizing the Chairman to sign the Agreements.

[Funding: Fund 352, "LOST III," Account 210107/56301, Project #11EN1643]

On March 6, 2012, Escambia County and FDOT entered into a Joint Participation Agreement (JPA) for Design Work, as described in the Agreement, for capacity improvements to SR 742 (Burgess Road) from SR 95 (US Highway 29) to Hilburn Road.

On March 23, 2010, Escambia County and Hatch Mott MacDonald Florida, LLC, entered into an Agreement to perform these design services for the SR 742 (Burgess Road) Project.

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with Hatch Mott MacDonald Florida, LLC, from Escambia County to FDOT, essentially reversing the Contract Agreements.

16. Recommendation Concerning the Acquisition of Real Property Located on Ashland Avenue from Davis Marine Construction, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (2,050 square feet or approximately 0.05 acres), located on Ashland Avenue, from Davis Marine Construction, Inc.:

A. Authorize the purchase of a parcel of real property located at 8160 Ashland Avenue (2,050 square feet or approximately 0.05 acres), for the negotiated purchase price of \$4,100, from Davis Marine Construction, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located at 8160 Ashland Avenue (2,050 square feet or approximately 0.05 acres); and

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

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #09EN0093, "Maplewoods"]

The County has a Project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area. Due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the Project. Davis Marine Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of their property (2,050 square feet or approximately 0.05 acres) to facilitate the road, bridge, and drainage improvement project. Board approval is required for the Board's purchase of the property.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Davis Marine Construction, Inc., to acquire a portion of their property located at 8160 Ashland Avenue. Pursuant to Board Policy, if the property is valued less than \$20,000 an appraisal is not required, so Staff negotiated a purchase price of \$4,100 (\$2 per square foot). The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the negotiated amount of \$4,100, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board

approval of this acquisition and the Contract for Sale and Purchase.

III. For Discussion

1. Recommendation Concerning Issuance of Purchase Order to the City of Pensacola for the Purchase of Bollards - Amy Lovoy, Director, Management & Budget Services

That the Board approve the issuance of a Purchase Order to the City of Pensacola in the amount not to exceed \$50,000 to reimburse the City for the actual cost associated with the purchase of bollards.

[Funding Source: Fund: Local Option Sales Tax III (352), cost center 110267, project number 13PF2452]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Scheduling of a Public Hearing on May 16, 2013, at 5:33 p.m., for Consideration of Repealing Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

That the Board authorize scheduling a Public Hearing for May 16, 2013, at 5:33 p.m., to consider repealing Chapter 46, Article V, Division 2 of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

2. Recommendation Concerning Amendment to Settlement Agreement Between Escambia County and Heron's Forest

That the Board authorize the Chairman to execute the attached Amendment to the Settlement Agreement between Escambia County and Heron's Forest.

3. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving William V. Brandenburg

That the Board approve an additional \$35,292.80 for a previously-approved washout workers' compensation settlement for William Brandenburg based on additional Medicare set-aside requirements, increasing the total approved settlement amount to \$250,292.80, inclusive of attorney's fees and costs.

II. For Information

1. Recommendation Concerning *Coastal Airport, LLC v. Escambia County, FL*, Case No. 2013 CA 000711.

That the Board accept the following informational report concerning *Coastal Airport, LLC v. Escambia County, FL*, Case No. 2013 CA 000711.

11. Items added to the agenda.
12. Announcements.
13. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4229

Proclamations 6.

BCC Regular Meeting

Meeting Date: 05/02/2013

Issue: Adoption of Proclamations

From: George Touart

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following five Proclamations:

A. The Proclamation commending and congratulating Firefighter Baylen Payne on his selection as "Employee of the Month" for May 2013;

B. The Proclamation honoring and congratulating Teresa Bradley for being the center of social change and connecting with our community by committing her time and talents as a volunteer for the Escambia County Animal Services Division;

C. The Proclamation honoring and congratulating Mickey Tener for being the center of social change and connecting with our community by committing her time and talents as a volunteer for the Escambia County Animal Services Division;

D. The Proclamation commending and congratulating Ashton Christopher Harris on his achieving the rank of Eagle Scout and wishing him success in his future endeavors; and

E. The Proclamation proclaiming May 5 through May 11, 2013, as "Travel and Tourism Week" in Escambia County, to celebrate the impact of the travel, hospitality, and tourism industries in the Greater Pensacola Bay Area, and urging citizens of Escambia County to join in this special national observance with appropriate events and commemorations County-wide.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamations

PROCLAMATION

WHEREAS, Escambia County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; and

WHEREAS, Baylen Payne, a firefighter in the Fire Rescue Division of the Public Safety Department, began his employment with the County on October 27, 2009, and is selected for "Employee of the Month" for May 2013, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, as a firefighter, Mr. Payne practices, trains, and responds to all types of fire and other emergencies, such as medical emergencies, motor vehicle accidents and hazardous materials mitigation. He also performs public education services; and

WHEREAS, Firefighter Payne always comes to work with a positive, can-do attitude and is very well liked by his co-workers. As a result, he was nominated and selected as "Firefighter of the Year" by his peers two years ago; and

WHEREAS, by his aggressive attitude and keen firefighting instincts, Firefighter Payne was able to assist in a citizen rescue during a house fire on January 27, 2013, which ultimately saved the life of the victim; and

WHEREAS, Firefighter Payne was cited for his heroism by the Sons of the American Revolution in March of 2013.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Firefighter Baylen Payne on his selection as the "Employee of the Month" for May 2013.

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

Gene M. Valentino, Chairman, District Two

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: *Pam Childers
Clerk of the Circuit Court*

Deputy Clerk

Adopted: May 2, 2013

PROCLAMATION

WHEREAS, volunteering at the Escambia County Animal Shelter makes a difference not only to the animals that reside there, but also to the shelter and to the community. Volunteerism is increasingly recognized as a central partner with government, education, and industry, and it is increasingly more evident that our nation's greatest resource is its people. Individuals who volunteer their time and resources are an essential part of our community; and

WHEREAS, in 2008, Teresa Bradley was made Volunteer Coordinator for the Escambia County Animal Services Division and is responsible for interviewing, training, and managing volunteers. Her work with the volunteers has contributed to an increase in animal adoptions since 2008; and

WHEREAS, Mrs. Bradley organized the "April Showers of Love Pet Adopt-a-Thon" by locating vendors, supplies, and other interested rescue organizations and volunteers for the huge event, at which a record-setting 41 pets were adopted. She also organized the 2011 "Art-for-Animals" Show with the art students at Escambia County High School, with the sales proceeds benefiting the Escambia County Animal Services Division; and

WHEREAS, Mrs. Bradley solicits both in-kind and monetary donations, kennel sponsorships for the shelter pets, and free radio and weekly publication advertising, thereby saving Escambia County up to \$800 per month; she collects free gift cards and lunches as staff rewards during the holidays and special occasions; and

WHEREAS, she manages off-site pet adoptions, holds pet food and shelter enrichment drives, and conducts pet care education at schools. She has represented the Escambia County Animal Services Division at the annual "Deck the Stalls," a holiday event held at the James C. Robinson Escambia County Equestrian Center, and has won two years in a row; and

WHEREAS, sharing generously of themselves and discovering the power to make a difference, volunteers have shown that they truly care and are a tremendous asset and a vital part of our community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Teresa Bradley for being the center of social change and connecting with our community by committing her time and talents as a volunteer for the Escambia County Animal Services Division.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: May 2, 2013

PROCLAMATION

WHEREAS, volunteering at the Escambia County Animal Shelter makes a difference not only to the animals that reside there, but also to the shelter and to the community. Volunteerism is increasingly recognized as a central partner with government, education, and industry, and it is increasingly more evident that our nation's greatest resource is its people. Individuals who volunteer their time and resources are an essential part of our community; and

WHEREAS, beginning in 2008 to present, Mickey Tener has been involved in the rescue of 3,014 pets; in comparison, 11,867 pets were adopted in that same time frame. In 2008, Mrs. Tener was made the Rescue Coordinator for the Escambia County Animal Services Division; and

WHEREAS, Mrs. Tener works at the shelter several days a week evaluating behavior, taking pictures, and obtaining biographies of all pets available for rescue; she works from home to send this information to all rescue groups. She also coordinates the animals' surgeries and pick-up or transport dates and frequently advances the shelter's transfer fees to the rescue organizations taking the pets; and

WHEREAS, using her private vehicle and funds, Mrs. Tener makes countless transport trips to South Alabama and Central Florida, to deliver shelter pets to rescue organizations. She occasionally works with County officials to streamline the rescue process and make it more group-friendly; and

WHEREAS, Mrs. Tener is responsible for verifying eligibility and worthiness of all rescue organizations that may take pets from Escambia County Animal Services; she maintains a relationship with each group while monitoring the number of pets each one takes to prevent potential overcrowding. In addition, she organizes and collects donations of blankets, pet food, and kennels, and arranges transport of these items to rescue organizations and shelters in need; and

WHEREAS, sharing generously of themselves and discovering the power to make a difference, volunteers have shown that they truly care and are a tremendous asset and a vital part of our community.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, honors and congratulates Mrs. Mickey Tener for being the center of social change and connecting with our community by committing her time and talents as a volunteer for the Escambia County Animal Services Division.

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

Gene M. Valentino, Chairman, District Two

Lumon J. May, Vice Chairman
District Three

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: May 2, 2013

PROCLAMATION

WHEREAS, the Boy Scouts of America (BSA) founded in 1910, is one of the nation's largest and most prominent values-based youth development organizations, providing a program for young people that builds character, teaches the responsibilities of participating citizenship, and develops personal fitness; and

WHEREAS, for over 100 years, the BSA has helped build the future leaders of this country by combining educational activities and lifelong values with fun. The BSA believes – and through over a century of experience – knows that helping youth is a key to building a more conscientious, responsible, and productive society; and

WHEREAS, the first Eagle Scout ranking was awarded in 1912, with the 1 millionth being awarded in 1982; and

WHEREAS, Ashton Christopher Harris has succeeded in attaining the much-coveted rank of Eagle Scout, the highest rank for the Boy Scouts of America, and is among the approximately four percent of all Boy Scouts who attain the rank of Eagle Scout; and

WHEREAS, Ashton is a member of Troop 433, Pensacola, Florida, and is an active member of The Order of the Arrow Scouting National Honor Society; and

WHEREAS, Ashton is a junior at Pensacola High School and will graduate in May 2014. He plans to major in Marine Biology at the University of Miami. Ashton is actively involved in the Pensacola Swim Team, serves as a Zion Hope Primitive Baptist Church Youth Minister, and serves on the Junior Usher Board; and

WHEREAS, it is a great accomplishment for a Boy Scout to obtain the hard-earned ranking of Eagle Scout.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ashton Christopher Harris on his achieving the rank of Eagle Scout and wishes him success in his future endeavors.

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

Gene M. Valentino, Chairman, District Two

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

Deputy Clerk

Adopted: May 2, 2013

PROCLAMATION

WHEREAS, tourism is the third-largest industry in Escambia County and generates nearly 9% of all jobs in the Greater Pensacola Bay Area. Tourism employment is up 55% in the past decade; and

WHEREAS, visitors accounted for more than 4.3 million overnight stays in Escambia County in Fiscal Year 2012 and generated \$178 million in lodging revenue collections and three-quarters of a billion dollars in direct spending; and

WHEREAS, Escambia County tourism continues to grow at a record-breaking pace; and

WHEREAS, the Greater Pensacola Bay Area provides visitors with a diversified travel experience, which encompasses a variety of attractions and businesses for travelers to explore; and

WHEREAS, contributing to Escambia County's economic prosperity and its out-of-market image, travel is an economic catalyst for the Greater Pensacola Bay Area; and

WHEREAS, Visit Pensacola, as the tourism arm of the Greater Pensacola Chamber, acts as the destination marketing organization for Escambia County to promote the Greater Pensacola Bay Area as a premier travel destination.

NOW, THEREFORE, the Board of County Commissioners of Escambia County, Florida, hereby proclaims May 5 through May 11, 2013, as

"TRAVEL AND TOURISM WEEK"

in Escambia County, to celebrate the impact of the travel, hospitality, and tourism industries in the Greater Pensacola Bay Area, and urges citizens of Escambia County to join in this special national observance with appropriate events and commemorations County-wide.

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

Gene M. Valentino, Chairman, District Two

*Lumon J. May, Vice Chairman
District Three*

Wilson B. Robertson, District One

Grover C. Robinson, IV, District Four

Steven L. Barry, District Five

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

Deputy Clerk

Adopted: May 2, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4230

Written Communication 7.

BCC Regular Meeting

Meeting Date: 05/02/2013

Issue: Code Enforcement Lien - 1138 Muscogee Road

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Correspondence misdated March 7, 2013, and received by the County Attorney's Office on April 5, 2013, from Thomas C. Staples of Staples, Ellis & Associates, P.A., representing Harold M. Foster and Linda E. Foster, offering \$1,500 in return for the cancellation of the Code Enforcement Lien against the property located at 1138 Muscogee Road.

BACKGROUND:

See attached.

BUDGETARY IMPACT:

See attached.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's office will prepare the necessary documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

1138 Muscogee Road



ESCAMBIA
COUNTY

INTER-OFFICE MEMORANDUM

TO: Judy Witterstaeter, Program Coordinator

FROM: Tara Cannon, Administrative Assistant to
 Stephen G. West, Senior Assistant County Attorney

DATE: April 10, 2013

RE: Correspondence from Thomas C. Staples (Staples, Ellis & Associates, P.A.) re: Estate of Annie Evelyn Foster, Deceased (1138 Muscogee Road)

Attached hereto, please find the following documents regarding the above referenced matter:

1. Copy of Code Enforcement Order re: Estate of Curtis and Evelyn Foster (1138 Muscogee Road).
2. Correspondence dated March 7, 2013 from Thomas C. Staples to Alison Rogers.
3. Correspondence dated March 19, 2013, from Thomas C. Staples to Alison Rogers.
4. Correspondence dated March 20, 2013, from Stephen G. West to Thomas C. Staples.
5. Correspondence mis-dated March 7, 2013, from Thomas C. Staples to Stephen G. West (rec'd by County Attorney's Office on 4/5/13).

Steve West has asked me to provide these documents to you and ask that you place this matter on the first available meeting for written communication. He also asks that you notify Mr. Staples to advise him when the matter will go before the Board.

Should you have any questions, please advise.

Thank you.

/s

Thomas C. Staples



H. Ed Ellis, Jr.

March 7, 2013

Allison Rogers, Esquire
County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

Re: Estate of Annie Evelyn Foster, Deceased

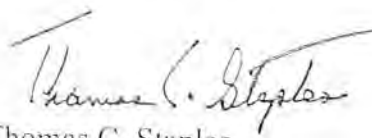
Dear Ms. Rogers:

I am in the process of probating the above-indicated estate. The only asset is the decedent's homestead property. The Will left the homestead property to the decedent's nephew and his wife, Harold M. Foster and Linda E. Foster. Also, please find enclosed a copy of a Lien in favor of Escambia County against this estate. I have two (2) questions:

1. Is this a Lien that can be levied against homestead property?
2. If not, what would Escambia County be willing to accept to extinguish this Lien?

Thank you for your prompt response to this request.

Very truly yours,


Thomas C. Staples

TCS/mgh

Enclosure

Cc: Mr. & Mrs. Harold M. Foster

Thomas C. Staples



H. Ed Ellis, Jr.

March 19, 2013

Allison Rogers, Esquire
County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

Re: Estate of Annie Evelyn Foster, Deceased

Dear Ms. Rogers:

Reference is made to my letter to you of March 7, 2013, a copy of which is enclosed for your convenience. I would very much appreciate your contacting me in this regard at your earliest convenience.

Thank you for your prompt attention to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Thomas C. Staples".

Thomas C. Staples

TCS/mgh

Enclosures

Cc: Mr. & Mrs. Harold M. Foster

COUNTY ATTORNEY'S OFFICE

19 MAR 2013

PK08152

416

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY



ALISON PERDUE ROGERS
County Attorney
Board Certified City, County, and
Local Government Law

CHARLES V. PEPLER
Deputy County Attorney
Board Certified Civil Trial Law

STEPHEN G. WEST
Senior Assistant County Attorney
Board Certified Real Estate Law

RYAN E. ROSS
Assistant County Attorney
Board Certified City, County, and
Local Government Law

KRISTIN D. HUAL
Assistant County Attorney

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979

March 20, 2013

Thomas C. Staples
Staples, Ellis & Associates, P.A.
41 N. Jefferson Street, Suite 400
Pensacola, FL 32502

Re: Estate of Annie Evelyn Foster

Dear Mr. Staples:

I am writing in response to your letter to County Attorney Alison Rogers regarding the property at 1138 Muscogee Road. Please note that code enforcement liens do not encumber a violator's homestead property. See, e.g., Section 162.09(3), Florida Statutes; Demura v. County of Volusia, 618 So.2d 754, 756 (Fla. 5th DCA 1993). Still, you may wish to consider paying the amount due to satisfy and cancel the lien or, alternatively, extend an offer to the Board of County Commissioners to release it.

I do not have any reason to dispute that the property at 1138 Muscogee Road was homestead at one time. However, based on information provided by the County's Environmental Code Enforcement Department and the Property Appraiser's Office, I understand that the habitable structure on the property was destroyed by a fire in 2008, and no one has resided there or claimed a homestead tax exemption since that date. As a result, one might reasonably conclude that the property lost its homestead character during the five years since the fire.

If you would like to extend an offer to the Board of County Commissioners in exchange for a release of its lien against the property, please direct your request to the following address:

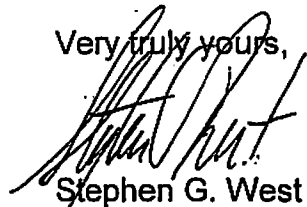
Escambia County Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32591-1591
Attn: Judy Witterstaeter

Please include with your correspondence any information that you feel will assist the Board in evaluating your request. Ms. Witterstaeter will arrange for your letter to be included on the next available agenda of the Board of County Commissioners, and she will notify you of the date of the meeting. You are welcome to appear at the meeting and address the Board directly.

Letter to Thomas C. Staples
Page Two

If you have any questions or require any additional information, please do not hesitate to call.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen G. West". The signature is written in a cursive style with a large, prominent initial "S".

Stephen G. West
Senior Assistant County Attorney

SGW/kmh

Thomas C. Staples



H. Ed Ellis, Jr.

March 7, 2013

Stephen G. West, Esquire
Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502

COUNTY ATTORNEYS OFFICE

05 APR 2013

Re: Estate of Annie Evelyn Foster, Deceased

PH08:16

Dear Mr. West:

Thank you for your letter of March 20, 2013. We do believe that the subject property was homestead property of the decedent because the decedent was alive and in a nursing home on or about the date of the fire. However, in return for a full Release of the County's Lien, we would extend an offer of \$1,500.00 to Escambia County to settle this matter. Please let me hear from you in this regard, as soon as possible.

Thank you for your prompt response to this request.

Very truly yours,

Thomas C. Staples

TCS/mgh

Cc: Mr. & Mrs. Harold M. Foster

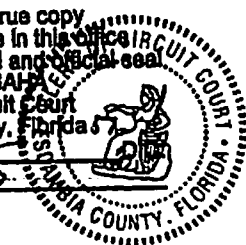
COPY

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

ESCAMBIA COUNTY, FLORIDA

VS.

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: *[Signature]*
Date: 1/26/10



**CASE NO: CE09-08-00737
LOCATION: 1138 Muscogee Rd.
PR# 091N311000281004**

**Estate of Curtis Foster and
Evelyn Foster
5100 Northpointe Pkwy. Room #306
Pensacola, FL 32514**

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Evelyn Foster, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

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

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



Office of Environmental Enforcement



6708 Plantation Road
Pensacola, Florida 32504
Phone: 850.471-6160
Fax: 850.484-5096
Sandra Slay, Division Manager

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 261005313 01/26/2010 at 12:27 PM
OFF REC BK: 6553 PG: 1342 - 1343 Doc Type: CNST
RECORDING: \$18.50

CONSENT TO LIEN AND WAIVER OF RIGHTS

I, **Evelyn Foster**, have read the proposed order of the Special Magistrate for the Escambia County Office of Environmental Code Enforcement. I have been advised that under Florida Statutes Chapter 162 and Escambia County Code of Ordinances Chapter 30, I have a right to contest any and all alleged violations listed on the proposed order through a hearing before the Special Magistrate. I have also been advised that I have the right to testify, to present evidence and witnesses, and to claim and establish any and all defenses to these alleged violations.

I have additionally been advised that if the proposed order is entered by the Special Magistrate and filed with the Escambia County Clerk of Court, a lien will be placed on property located at **1138 Muscogee Rd.** in the amount of **\$3,734.00.** The lien will further attach to any other non-homesteaded property owned by me. After three months from the date the lien is recorded, Escambia County may file an action to foreclose the lien. Furthermore, interest shall accrue on the lien at the rate of 8% per year. I understand that I may contact the Escambia County Clerk of Court to discuss the option of paying the lien on a repayment plan.

I have been advised that I should consult an attorney and I do not desire to consult an attorney and I waive any right I have to an attorney. Having been advised of these rights, I voluntarily waive these rights and agree to the entry of the proposed order by the Special Magistrate without an evidentiary hearing. I also voluntarily consent to the filing of the above-described lien with the Escambia County Clerk of Court. I have not been pressured or coerced into waiving these rights, nor have I received anything of value to induce me to waive these rights.

IN WITNESS WHEREOF, I, Evelyn Foster, have hereunto set my hand and seal at Milton, Santa Rosa County, FL, this 6th day of January, 2009.2010

I have read this CONSENT TO LIEN FORM AND WAIVER OF RIGHTS and fully understand it.

Signed, sealed and delivered in the presence of:

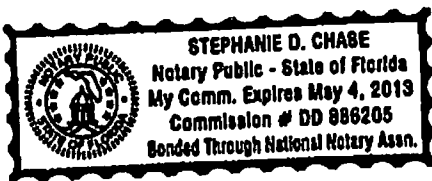
Emily Wink
Witness
Rosario Foster
Witness

Evelyn Foster
Evelyn Foster

STATE OF Florida
COUNTY OF Santa Rosa

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of Florida and Santa Rosa County aforesaid to take acknowledgments, personally appeared Evelyn Foster, who, after being first duly sworn, upon his or her oath, deposes and says that he or she is the person described herein and that he or she executed the foregoing CONSENT TO LIEN FORM AND WAIVER OF RIGHTS, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that he or she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Florida and Santa Rosa County last aforesaid, this 6th day of January, 2009.2010



Stephanie D. Chase
Notary Public
Commission number: DD 886205
My commission expires: May 4, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4208

Public Hearings 9.

BCC Regular Meeting

Meeting Date: 05/02/2013

Issue: 5:31 p.m. Public Hearing to Adopt the Bay Meadows Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Bay Meadows Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Bay Meadows Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots; residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

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 a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment.

BACKGROUND:

The owners of the property contained in Bay Meadows Subdivision have met the criteria established by the Board of County Commissioners for a MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 117 properties, and of these, approximately 65% of the property owners signed the

petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot is \$78.20 for the first assessment (which covers 16 months), and \$53.32 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

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

Bay Meadows Ordinance

ORDINANCE 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE BAY MEADOWS SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING 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 the proposed Bay Meadows Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution **R2012-165**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Bay Meadows Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 117 properties in this proposed district and the property owners in the Bay Meadows Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of greater than 55% of the total of such owners; and

WHEREAS, this total meets the 55% requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Bay Meadows Subdivision.

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

Section 1: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes

for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Section 2: SHORT TITLE. This Ordinance shall be known and referred to as the Bay Meadows Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.

Section 3: DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Bay Meadows Subdivision Street Lighting District divided by the total ERU's in the District.

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

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

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 Bay Meadows Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Bay Meadows Subdivision Street Lighting District shall include the following:

A subdivision being a re-subdivision of Lot 31, the East ½ of Lots 28 and 32 and portions of Lots 29, 30 and 58, of Bayreuth Subdivision recorded in deed book 74, page 100, being a part of sec. 33, T-2-S, R-31-W, (the J.B. Casenava Grant) classified by the Property Appraiser's records in Plat Book 9, Page 44 all properties, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERU's)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

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

H. *Improvements*: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Bay Meadows Subdivision.

J. *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.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Section 4. **DISTRICT CREATED.** There is hereby created within Escambia County the Bay Meadows Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.

Section 5. **GOVERNANCE OF THE DISTRICT.** The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related 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 street lighting among all specially benefited Lots.

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

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.

Section 6. **LEGISLATIVE FINDINGS.**

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

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 does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERU's) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERU's by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein 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 assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Section 8. APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment 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, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee 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 and owing as a result of the identification error, with notice to the Board of County Commissioners.

B. 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 of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.

D. The Board of County Commissioners 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 of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 9. 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 10. INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____ 2013.

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

By: _____
Gene M. Valentino, Chairman

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

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.

By: *Kristina Hual*

Title: *ACA*

Date: *4/12/13*

EXHIBIT A

EXHIBIT A

DESCRIPTION: LOT 31, THE EAST 1/2 OF LOTS 28 AND 32 AND PORTIONS OF LOTS 29, 30 AND 33 OF BAYREUTH SUBDIVISION, AS RECORDED IN DEED BOOK 74, PAGE 100, BEING A PART OF SEC. 33, T-2-S, R-31-W (THE J. B. CASNAVA GRANT), ESCAMBIA COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 31 OF THE ABOVE SAID BAYREUTH SUBDIVISION, SAID CORNER ALSO BEING ON THE EAST LINE OF THE ABOVE SAID SEC. 33; THENCE RUN S 64° 00' 00" W, ALONG THE EASTERLY LINE OF SAID SEC. 33, AND THE EASTERLY LINE OF SAID LOT 33, A DISTANCE OF 411.93' TO A CONCRETE MONUMENT; THENCE RUN S 77° 50' 47" W, A DISTANCE OF 397.40'; THENCE RUN N 27° 14' 48" W A DISTANCE OF 241.85' TO THE SOUTHEAST CORNER OF THE ABOVE SAID LOT 32; THENCE RUN S 62° 49' 55" W ALONG THE SOUTHERLY LINE OF THE ABOVE SAID LOT 32, A DISTANCE OF 349.93'; THENCE RUN N 27° 14' 48" W A DISTANCE OF 1,400.22' TO THE NORTHERLY LINE OF THE ABOVE SAID LOT 28; THENCE RUN N 63° 11' 11" E, ALONG THE NORTHERLY LINE OF THE ABOVE SAID LOTS 28 & 29, A DISTANCE OF 689.78'; THENCE RUN S 79° 49' 57" E A DISTANCE OF 992.71' TO THE EASTERLY LINE OF THE ABOVE SAID LOT 30, ALSO BEING THE EASTERLY LINE OF THE ABOVE SAID SEC. 33; THENCE RUN S 6° 00' 00" W ALONG THE EASTERLY LINE OF THE ABOVE SAID SEC. 33, A DISTANCE OF 948.42' TO THE POINT OF BEGINNING; CONTAINING 40.717 ACRES, MORE OR LESS.



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-4222

Clerk & Comptroller's Report 10. 1.

BCC Regular Meeting

Consent

Meeting Date: 05/02/2013

Issue: Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Approve the Minutes of the Regular Board Meeting held April 18, 2013;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 18, 2013; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held April 11, 2013 (**BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER**).

Attachments

April 18, 2013, Agenda Work Session Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD APRIL 18, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 10:27 a.m.)

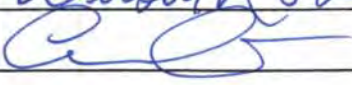
Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Wilson B. Robertson, District 1
Commissioner Grover C. Robinson IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
George Touart, Interim County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda package for the 5:30 p.m., April 18, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Interim County Administrator Touart, Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Steven Littlejohn, Environmental Enforcement Supervisor, reviewed the agenda cover sheet, and Cyndee Pennington presented a Pensacola Ice Flyers 2013 Championship plaque;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. T. Lloyd Kerr, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Interim County Administrator Touart, County Attorney Rogers, Joy D. Blackmon, Public Works Department Director, Michael D. Weaver, Director, Public Safety Department, and Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report, and Michael Hardin, Supervisor of Elections Office, commented concerning Item II-23; and
 - E. Commissioner Robinson and Commissioner Valentino each reviewed his add-on item.

April 18, 2013

NAME

DEPARTMENT/AGENCY

1	Susan Woolf	Clerk of Court
2	Doris Harris	Clerk to the Board
3	Tom Childers	Clerk & Comptroller
4	GEO TOUANT	CA
5	Judy Witterstaeter	CAO
6	Gen M. Valente	BCC
7	Bunna May	BCC
8	Grover Robinson	BCC
9	Steven Barry	BCC
10	Wilson Robertson	BCC
11		City Atty.
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1	Amy Loring	MBS
2	Mike Weaver	PS
3	Michael Godwin	
4	Carol Humphrey - Godwin	
5	Russell D. Scarriff	SRJA
6	Tom Almon	Pensacola Beach
7	Denny Cury	SRCF
8	Renee Leung	SMG
9	Cady Sparks	SMG
10	Susan Nowlan	SMG
11	Sam Cull	SMG
12	Andy Maurer	DELL CONSULTING
13	Paterson	PNJ
14	Pammy Lynde	BCC D4
15	Shelley Green	BCC D3
16	David	BCC - D2
17	Tom Da	C+E
18	Ranay Khan	NEEL
19	Mulj Bhatt	Waterfront
20	Steve Littlejohn	Environmental Enforcement
21	Becky Agelton	BCC D4
22	Jay Bach	Public Works
23	Matt Mooneyham	Public Works
24	Keith Wilkins	C+E
25	ROBERT TURPIN	MARINE RESOURCES
26	Michael Ward	SPL
27	PATRICK GRACE	FIRE DEPT.
28	John Sims	Fire
29	David Wood	FACILITIES MGT
30	Lloyd Kere	Development Services

NAME

DEPARTMENT/AGENCY

1	Wes Moore	Public Works
2	Brandi Ziglar	PIO
3	Kathleen Castro	PIO
4	Bill Pearson	PIO
5	Sarah Rachfal	PIO
6	Marlin Wesley	DCA
7	Tommy Barker	SRIA
8	Regina Hall	Bcc/Budget
9	Claudia Semmes	Publ
10	Kristin Huac	Assistant County Attorney
11	Gordon Pike	Community Corrections
12	Barbara Lacey Newson	Assistant County Administrator
13	DON BARBARA Barber ^{ack}	Citizen
14	ILLANA BEAZWELL	DISTRICT 1 AIDE
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4153

Growth Management Report 10. 1.

BCC Regular Meeting

Meeting Date: 05/02/2013

Issue: Review of Rezoning Case heard by the Planning Board on April 1, 2013

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case heard by the Planning Board on April 1, 2013

That the Board take the following action concerning the rezoning case heard by the Planning Board on April 1, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-04 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.

1. Case No.: Z-2013-04

Address: 2842 Nowak Dairy Road

Property Reference No.: 36-1N-31-2000-000-000

No.: 36-1N-31-1200-000-000

Property Size: 43 (+/-) acres

From: VAG-2, Villages Agriculture Districts, Gross Density (one dwelling unit per five acres)

To: V-3, Villages Single-Family Residential, Gross Density (five units per acre) At the hearing before the Planning Board, the applicant voluntarily modified his request to V-2, Villages Single-Family Residential, Gross Density (two units per acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner District: 5

Requested by: TJ Monti, Agent for Ethel Nowak, Owner

Planning Board Recommendation: Denied applicant's modified request for V-2

Speakers: TJ Monti, Vince Lacoste, Brett Orrell, Ron Rougeau, Carter Granat, James Wells, Jeanne Henderly, Richard Moye, Blake Goodwin, John Markowitz, Ramani Cantell, John Mason JR, Peter Hurd, Karl Henderly, Dominique Hudgens, William Thompson

BACKGROUND:

The above case was owner initiated and heard at the April 1, 2013 Planning Board meeting. After discussions with the public, the applicant requested to modify his rezoning request from V-3 to V-2 (2 du/acre), which the Board granted. The board denied the amended request stating it was incompatible with surrounding uses, it changed conditions, it had an effect on the natural environment, and it departs from the development patterns.

Under the Land Development Code (LDC) 2.08.00.E.1., “the Board of County Commissioners shall review the record and the recommendation of the Planning Board and either adopt the recommended order, modify the recommended order as set forth therein, reject the recommended order, or remand the matter back to the Planning Board for additional facts or clarification. Findings of fact or findings regarding legitimate public purpose may not be rejected or modified unless they are clearly erroneous or unsupported by the record. When rejecting or modifying conclusions of law, the Board of County Commissioners must state with particularity its reasons for rejecting or modifying the recommended conclusion of law and must make a finding that its substituted conclusion of law is as or more reasonable than the conclusion that was rejected or modified. However, the Board of County Commissioners may not modify the recommendation to a more intensive use than recommended by the Planning Board; rather the matter shall be remanded with instructions. The review shall be limited to the record below. Only a party of record to the proceedings before the Planning Board or representative shall be afforded the right to address the Board of County Commissioners and only as to the correctness of the findings of fact or conclusions of law as based on the record. The Board of County Commissioners shall not hear testimony.”

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 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.

Attachments

Z-2013-04

Z-2013-04

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1 (The motion passed unanimously.)
 2 MR. TATE: The rezoning hearing package
 3 with staff's Findings-of-Fact and legal
 4 advertisement was prepared and included in
 5 the record as Composite Exhibit A for all of
 6 today's case.
 7 (Composite Exhibit A, Rezoning Package
 8 with Findings-of-Fact and Legal Advertisement,
 9 was identified and admitted.)
 08:43 10 MR. TATE: There is one case to be heard
 11 today. The first rezoning application for
 12 consideration is Case Number Z-2013-04, which
 13 requests the rezoning of 2842 Nowak Dairy Road
 14 from VAG-2, Villages Agriculture District, to
 15 V-3, Villages Single-Family Residential, as
 16 requested by the applicant.
 17 Members of the Board, has there been any
 18 ex parte communications between you and the
 19 applicant or the applicant's agents, attorneys
 08:44 20 or witnesses or with fellow Planning Board
 21 members or anyone from the general public
 22 prior to the hearing? Have you visited the
 23 property? Also please disclose if you are a
 24 relative or business associate of the
 25 applicant or applicant's agent.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 Ms. Sindel, we'll start with you.
 2 MS. SINDEL: No to all the above.
 3 MR. WINGATE: No to all the above.
 4 MR. TATE: No to all.
 5 MR. WOODWARD: No to all.
 6 MR. GOODLOE: No to all.
 7 MS. HIGHTOWER: No to all.
 8 MS. ORAM: No to all.
 9 MR. TATE: Thank you. Staff, was notice
 08:44 10 of the hearing sent to all interested parties?
 11 MS. MEADOR: Yes, sir.
 12 MR. TATE: Was notice of the hearing
 13 posted on the subject property?
 14 MS. MEADOR: Yes, sir.
 15 MR. TATE: Staff will now present the maps
 16 and photographs for Case Z-2013-04.
 17 (Presentation of maps and photographs.)
 18 MS. CAIN: Case Z-2013-04, 2242 Nowak
 19 Dairy Road. This is our location map showing
 08:45 20 the parcel in question. This is the zoning
 21 radius showing the VAG-2 with the surrounding
 22 VR-1. This is the Future Land Use Map, Mixed
 23 Use Suburban. This is the existing land use
 24 map.
 25 This is the aerial photograph of the
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 subject property. This is our zoning sign
 2 that was placed on the property. This is
 3 looking south across from the subject
 4 property. Looking northwest along Highway 97
 5 from the subject property. Looking southeast
 6 along Highway 97 from the property. This is
 7 looking north down Nowak Dairy Road. Looking
 8 onto the subject property from Nowak Dairy
 9 Road. Looking north from the parcel. Looking
 08:46 10 southeast toward Highway 97 and Sherrilane.
 11 That's concludes our photographs and maps.
 12 MR. TATE: Would the applicant please come
 13 forward or the agent for the applicant? Are
 14 you the agent?
 15 MR. LACOSTE: I'm the engineer
 16 representing the project for the applicant.
 17 He's here as well if he needs to come forward.
 18 MR. TATE: Who is going to be representing
 19 today and who's going to be a witness?
 08:46 20 MR. LACOSTE: I guess representing is T.J.
 21 Monti.
 22 MR. TATE: Mr. Monti, can we swear you in?
 23 (T.J. Monti sworn.)
 24 MR. TATE: Please state your full name and
 25 address for the record.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. MONTI: It's Anthony Joseph Monti,
 2 Junior. I live at 2506 Overlook Drive. It's
 3 in Loxley, 36551.
 4 MR. TATE: Have you received a copy of the
 5 rezoning hearing package with the staff's
 6 Findings-of-Fact?
 7 MR. MONTI: My representatives have that
 8 for me.
 9 MR. TATE: Do you understand that you have
 08:47 10 the burden of providing substantial and
 11 competent evidence that the proposed rezoning
 12 is consistent with the Comp Plan, furthers the
 13 goals, objectives and policies of the
 14 Comprehensive Plan and is not in conflict with
 15 any portion of the County's Land Development
 16 Code?
 17 MR. MONTI: Yes, sir.
 18 MR. TATE: Is there anything you would
 19 like to present to the Board at this time?
 08:47 20 MR. MONTI: I'm okay right now, sir.
 21 MR. TATE: Okay. Staff will go ahead --
 22 if you guys want to have a seat up front, we
 23 will have the staff presentation at this time.
 24 (Staff Presentation by Allyson Cain.)
 25 MS. CAIN: Allyson Cain, Urban Planner.
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1 This is a request to go from VAG-2, Village
 2 Agriculture, to V-3, Village Single-Family.
 3 The actual parcel, it did meet all of the
 4 criteria. The only one criteria -- there were
 5 some wetlands on the property for Criterion
 6 (5). There were some wetlands that were
 7 indicated on the subject property that the
 8 boundary survey that was presented by the
 9 applicant and that would be addressed at the
 08:48 10 time of development review before any
 11 development is done. But this particular
 12 parcel it did meet all the criteria. If you
 13 want me to go into detail, I can.
 14 MR. TATE: Mr. Monti, is that okay?
 15 MR. MONTI: Yes, sir.
 16 MR. TATE: Do you have any questions for
 17 staff?
 18 MR. MONTI: No, sir.
 19 MR. WOODWARD: Mr. Chairman, is anyone
 08:49 20 speaking other than the applicant?
 21 MR. TATE: That's where we're going right
 22 now.
 23 Mr. Monti, in just a moment we're going to
 24 open this up to public comment. Before we
 25 reach that point, do you have anything that
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1 you or your fellow engineers would like to
 2 present to the Board without getting into the
 3 details of the actual project itself, just
 4 dealing with the land and the rezoning?
 5 MR. MONTI: Yes, I would like to go to the
 6 engineer.
 7 MR. TATE: Please come forward. Please
 8 state your name and address for the record.
 9 THE WITNESS: My name is Vince LaCoste, my
 08:49 10 address is 1750 Winterberry Street, Mobile,
 11 Alabama.
 12 MR. TATE: If we could have you sworn in.
 13 (Vince LaCoste sworn.)
 14 MR. TATE: Could you hold the microphone
 15 to see -- we're getting some --
 16 MR. LACOSTE: Can you hear me?
 17 MR. TATE: Is that better, folks?
 18 MR. LACOSTE: I can speak up.
 19 MR. TATE: Just speak up for now.
 08:49 20 Mr. LaCoste, your position in this
 21 project?
 22 MR. LACOSTE: I'm a civil engineer that's
 23 going to be designing the streets and the
 24 roads.
 25 MR. TATE: A legal question: Do we need
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1 to vet his credentials?
 2 MR. WEST: It depends on the testimony
 3 he's going to give.
 4 MR. TATE: Are you giving expert testimony
 5 today in regards to this?
 6 MR. LACOSTE: No, I'm just speaking about
 7 the generalities of the project.
 8 MR. TATE: Please go ahead.
 9 MR. WOODWARD: Let me ask him a question.
 08:50 10 Are you a sealed engineer?
 11 MR. LACOSTE: Yes, sir.
 12 MR. WOODWARD: In Alabama and Florida?
 13 MR. LACOSTE: Yes, sir, Florida, as well.
 14 MR. WOODWARD: Thank you.
 15 MR. LACOSTE: My name is Vince LaCoste.
 16 I'm with Poly Surveying and Engineering.
 17 We're representing the owner on this project.
 18 What we are doing is putting in a residential
 19 subdivision with lots that are going to front
 08:50 20 the street and have streets themselves new
 21 that are built within the subdivision.
 22 We have hired a biologist who's delineated
 23 wetlands and we have created our layout to
 24 minimize impact to the wetlands. We still,
 25 obviously, have a lot to go through
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1 permittingwise, but we're looking at a minimal
 2 to wetlands of maybe a quarter acre or less.
 3 So I just kind of wanted to generally state
 4 that while there are wetlands on the project,
 5 we have based the design on minimizing the
 6 effect on the wetlands. That's all I really
 7 have to say for now.
 8 MR. TATE: Thank you.
 9 MR. LACOSTE: Thank you.
 08:51 10 MR. TATE: Mr. Monti, do you have anything
 11 else or any direct questions for your witness?
 12 MR. MONTI: No, sir.
 13 MR. TATE: All right. We're going to move
 14 into public comment. For those members of the
 15 public who wish to speak on this matter,
 16 please note that the Planning Board bases its
 17 decision on the criteria and exceptions
 18 described in Section 2.08.02.D of the Escambia
 19 County Land Development Code. During its
 08:51 20 deliberations the Planning Board will not
 21 consider general statements of support or
 22 opposition. Accordingly, please limit your
 23 testimony to the criteria and exceptions
 24 described in Section 2.08.02.D.
 25 Please also note that only those
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1 individuals who are present and give testimony
 2 on the record at this hearing before the
 3 Planning Board will be allowed to speak at the
 4 subsequent hearings before the BCC.
 5 A couple of things. Could you please put
 6 up on the Board, as well, the six criteria? I
 7 know a lot of you have opinions in regard to
 8 this matter. Your opinion needs to be based
 9 on one of these reasons that we'll see
 08:52 10 shortly. The criteria right here, these are
 11 the criteria that you need to use to say why
 12 you either agree or disagree with this
 13 project.
 14 And then, also, just so that we have a
 15 time for everybody, you will have only three
 16 minutes to speak. We will have a timer. It
 17 may or may not be on the Board just depending
 18 on the visibility. We'll see here.
 08:52 19 Also, as you speak -- if you don't want to
 20 speak, I want to remind you that if you
 21 actually want to say something at the Board of
 22 County Commission meeting you have to speak in
 23 this meeting, not just sign up and have an
 24 opinion at this meeting. These are in no
 25 order except as they were given to me, so
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1 we'll go ahead and get started right now.
 2 Mr. Peter Hurd. Would you please come
 3 forward? And also Mr. Hurd, if you wouldn't
 4 mind pulling the mike and speaking directly
 5 into it so we get -- that works. Please state
 6 your full name and address for the record.
 7 MR. HURD: Peter Hurd, 2662 Sherrilane
 8 Drive.
 9 MR. TATE: Please be sworn in.
 08:53 10 (Peter Hurd sworn.)
 11 MR. HURD: Let's see. I'll go down the
 12 list. Comprehensive Plan, I really can't find
 13 any faults with the Comprehensive Plan. I'm
 14 not sure which one, whether Land Development
 15 Code, is that what entails the zoning, would
 16 be the different zonings?
 17 MR. TATE: Both the Comprehensive Plan and
 18 the Land Development Code support the actual
 19 zoning.
 08:54 20 MR. HURD: It appears to me that what
 21 they're attempting to do here is not change
 22 the zoning by one or two steps, but by about
 23 six steps, going from -- I believe now it's
 24 about a one per five acre to a five per one
 25 acre. It's not -- that's not what any of the
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1 adjacent properties have. Most of the
 2 adjacent properties, I've lived out there for
 3 25 years, they've been held to one acre, two
 4 acre, even when they divide off to family
 5 members they're divided off to one acre, which
 6 two of the parcels on there were divided off
 7 from the parent parcel. You can see those two
 8 on Sherrilane Drive. I guess that would be
 9 the compatible surrounding uses, too. I
 08:55 10 believe it's in violation of one or both of
 11 those.
 12 The effect on the natural environment,
 13 there's nothing they can do in that area
 14 that's not going to increase the impervious
 15 area and increase the runoff into the stream.
 16 There's kind of a stream that goes down. The
 17 wetlands they're talking about, there's
 18 actually a wet area and it goes through the
 19 neighborhood that I live in. When they
 08:55 20 increase the impervious area and the runoff
 21 during storms -- right now that road floods
 22 during storms -- it's going to increase that
 23 level. I mean, there's no way around that.
 24 As far as the development patterns, I also
 25 believe it's not keeping with the development
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1 patterns because it's increasing the density
 2 by, like I said, four or five steps. I don't
 3 understand -- well, I do understand. It would
 4 seem to me it would be more appropriate to
 5 rezone this to the V-2, which is
 6 three-quarters of an acre. That's still less
 7 than the densities around it. It would be
 8 more appropriate with the surroundings we've
 9 got, what they've been doing.
 08:56 10 MR. TATE: Mr. Hurd, just so you're aware,
 11 the current zoning is one dwelling unit per
 12 five acres and what they're asking for is five
 13 dwelling units per acre.
 14 MR. HURD: That seems kind of excessive to
 15 me. If you look at the surrounding areas
 16 probably within a couple of miles there's only
 17 two pockets, and one of them was off of this
 18 same farm, that have been rezoned to increased
 19 densities, but both of those were surrounded
 08:56 20 by undeveloped land, not by a bunch of one and
 21 two acre properties. This is surrounded by
 22 one and two acre properties except for
 23 adjacent land owned by the same person.
 24 MR. WOODWARD: Let me ask you a question,
 25 Mr. Hurd, so I can orientate myself. How far
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1 is Sherrilane from the nearest landmark that I
 2 would recognize like the welcome center or
 3 Pine Forest Road, something like that?
 4 MR. HURD: Are you familiar with going out
 5 297 toward Camp Five? Have you been out that
 6 way?
 7 MR. WOODWARD: Not really.
 8 MR. HURD: Publix on Pine Forest Road.
 9 MR. WOODWARD: Yes, sir.
 08:57 10 MR. HURD: Go out to Publix. You turn
 11 left immediately past the light. You go out
 12 297. Where it splits right by a bridge that
 13 was recently -- actually, there's a widening
 14 project going on right there now. Where it
 15 splits you go to the left and take 97. Are
 16 you still with me?
 17 MR. WOODWARD: I'm still with you.
 18 MR. HURD: And then about -- it's probably
 19 about a mile past that bridge after the split,
 08:57 20 after the Y. That's another thing that I
 21 don't know if it's in the Comprehensive Plan,
 22 but if you look at I think developing along
 23 Sherrilane with one acre lots is probably a
 24 good idea because that's what's already there
 25 and that's what's been there historically, but
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1 if you look at the way this land comes,
 2 there's one attachment point to 297, which is
 3 a major artery. There's road close on the
 4 left and a road close on the right. I don't
 5 see how they're going to be able to put their
 6 access onto 97. They may be putting their
 7 access onto Nowak Dairy Road, which is not
 8 even close to being able to support 100 units.
 9 MR. TATE: Let me just talk to that
 08:58 10 briefly, Mr. Hurd. Thank you for your time.
 11 As we deliberate here at the Planning Board,
 12 we do not actually deal with the site specific
 13 use of that. In other words, this project
 14 that is pushing this, it could fall apart for
 15 reasons that none of us have any control over,
 16 including the developers, and that zoning
 17 would still stand, so whatever that zoning
 18 would support, that's what could still be done
 19 on that property. So this Board has to look
 08:58 20 at not that there's going to be a subdivision
 21 or whatever, but whatever can be used there
 22 and is it compatible with everything in the
 23 surrounding area. We're not going to get too
 24 deep in the details of the project itself.
 25 MR. HURD: I guess I should have said I'm
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1 prodevelopment as some of these folks here
 2 could probably tell you. I worked for years
 3 for a civil engineering company and did
 4 development projects and I'm not opposed to
 5 development. But what concerns me is exactly
 6 what you're talking about. I don't think
 7 these gentlemen are trying to do -- it's 47
 8 acres. I don't think they're trying to put
 9 200 homes out there, but if their project
 08:59 10 falls apart, someone could try and put 200
 11 homes out there.
 12 MR. TATE: Thank you for your time.
 13 Mr. William Thompson. Mr. Thompson, would
 14 you state your name and address for the record
 15 and be sworn in?
 16 MR. THOMPSON: William D. Thompson, 2612
 17 Sherrilane Drive.
 18 (William D. Thompson sworn.)
 19 MR. THOMPSON: Sir, I didn't understand
 09:00 20 exactly what specific notes we were to address
 21 on this. I'm obviously opposed to this
 22 project. But having seen your items, I as
 23 well came to that area because of the one
 24 house per five acre zoning. As the other
 25 gentleman said, the potential, you're
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1 increasing the density by a factor of 25. I
 2 don't think that that was the intent of the
 3 area. You go to compatibility with
 4 surrounding areas, you have people out there
 5 with large lots. They have horses and cattle,
 6 I've got deer in my back yard, which that's
 7 not really a factor, but compatibility with
 8 surrounding uses, I'm saying it's being used
 9 for cattle, it's being used for horses. A lot
 09:01 10 of people ride horses.
 11 The access, I'm not aware of how this will
 12 be accessed. It will have to be either on 97
 13 or Sherrilane Drive. With the potential for a
 14 couple of hundred homes, that limited access
 15 will -- it will be a vortex that maybe two or
 16 300 cars will have to channel into this vortex
 17 and the only way to do that is to access
 18 Sherrilane Drive, which will increase the
 19 traffic on that road tenfold.
 09:01 20 Natural environment. You've got a natural
 21 field with cattle. There's a lot of
 22 absorption going on there. If that becomes
 23 cement, all that water is going to come down
 24 as we've seen happen so many times.
 25 Development patterns. I can't address
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25

1 that. That's pretty much all I've got to say.
 2 MR. TATE: Thank you for your time,
 3 Mr. Thompson.
 4 MR. THOMPSON: Thank you.
 5 MR. TATE: John Mason. Mr. Mason, would
 6 you state your name and address for the record
 7 and be sworn in?
 8 MR. MASON: John C. Mason, Junior, 2719
 9 Sandicrest Drive.
 09:02 10 (John C. Mason, Junior sworn.)
 11 MR. MASON: All I've got to say is I
 12 bought my property about seven years ago
 13 because of the area and having the space
 14 surrounding me. In fact, the property that
 15 backs up behind me is zoned for approximately
 16 two houses per acre, which to me is a
 17 reasonable amount for the area. We already
 18 have a severe traffic problem on Sandicrest
 19 Drive because of the cut through traffic going
 09:03 20 north on 97 toward this property. My big fear
 21 is we're going to have a continued increase of
 22 that problem, which is already out of control
 23 as it is. We've made many calls about that,
 24 so still working on that issue. But that's my
 25 main concern, the traffic and property values
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1 and just the amount of traffic and other, you
 2 know, amount of homes in the area. Thank you.
 3 MR. TATE: Thank you.
 4 Judy Browning.
 5 MS. BROWNING: I don't wish to speak at
 6 this time.
 7 MR. TATE: Thank you. I may need a little
 8 help with this one. Cantell.
 9 MS. CANTELL: Ramani Cantell.
 09:03 10 MR. TATE: Please state your name and
 11 address.
 12 MS. CANTELL: Ramani Cantell, 2539
 13 Sherrilane Drive, Cantonment, Florida 32533.
 14 (Ramani Cantell sworn.)
 15 MS. CANTELL: My main concern is it's
 16 going to vastly affect the properties in that
 17 neighborhood basically for sale, because we
 18 are actually marketing those properties as big
 19 parcels, as parcels with at least a couple of
 09:04 20 acres or five acres. When you bring a
 21 development into that area most of the
 22 customers that would be interested in
 23 properties that are huge parcels, would
 24 actually be very concerned about having a
 25 development in that area.
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1 Also I'm concerned about the traffic that
 2 goes through. I would like to know for the
 3 development where the road is going to be,
 4 whether it's going to be towards Sherrilane,
 5 Nowak Dairy or 97, because if it is Sherrilane
 6 it's definitely going to affect the
 7 maintenance of the road. With a huge amount
 8 of homes in that area, we definitely are going
 9 to have problems with traffic. So I really am
 09:05 10 concerned about that. Thank you.
 11 MR. TATE: Thank you.
 12 John Markowitz.
 13 MR. MARKOWITZ: 725 Pinebrook Circle,
 14 Cantonment.
 15 MR. TATE: Would you please be sworn in?
 16 (John Markowitz sworn.)
 17 MR. MARKOWITZ: One of my primary concerns
 18 is the property that adjoins where we live is
 19 actually property that we own, as well, where
 09:06 20 the stream run downs from Nowak Dairy Road
 21 into the development that we live in,
 22 Pinebrook Circle Estates. We have had in the
 23 past some severe problems with flooding. The
 24 County was very responsive and took care of
 25 that problem to a large extent. But I'm
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1 concerned, as the gentleman before mentioned,
 2 about the absorption rate up there in that
 3 area and whether or not that would cause
 4 increased problems. Pinebrook Circle
 5 routinely floods as it is when we have heavy
 6 rains. So that's one of the main issues that
 7 I have with this development issue aside from
 8 the fact that I think it does change to a
 9 tremendous level the inherent character of the
 09:06 10 area in relation to the one to two acres per
 11 home issue. Those are the two things that
 12 interest me the most. That was the reason we
 13 moved there. Thank you very much.
 14 MR. TATE: Just so everybody understands,
 15 too, stormwater runoff, which is basically
 16 what we're talking about, is something that
 17 the developer has to deal with, has to have on
 18 paper, has to have a plan, but it does not
 19 come up in this process. It actually would
 09:07 20 happen at a later time, which is also a public
 21 meeting. So just so you're aware that some of
 22 these issues that you all are addressing are
 23 just simply issues that this Board cannot
 24 address.
 25 MR. MARKOWITZ: Thank you very much.
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1 MR. TATE: Thank you.
 2 Blake Goodwin. Would you state your name
 3 and address for the record?
 4 MR. GOODWIN: Blake Goodwin, 2710
 5 Sandicrest Drive, Cantonment, 32533.
 6 (Blake Goodwin sworn.)
 7 MR. GOODWIN: My concerns are the same
 8 that they mentioned before as far as the
 9 increased densities. We do have traffic
 10 issues right now on Sandicrest, which is right
 11 behind Sherrilane. We bought the property
 12 based on the fact that there's space out there
 13 and each home has at least one to three acres.
 14 And when they're talking putting five acres
 15 (sic) per lot, that definitely is a concern as
 16 far as the increase in just the traffic and
 17 overall population and the effect on the
 18 property value. That's our main concern is
 19 that this type of project is going to cause a
 20 decrease in property value for future resale.
 21 MR. TATE: Thank you.
 22 MS. SINDEL: Mr. Tate, while you're
 23 calling up the next one, if I might?
 24 MR. TATE: Sure.
 25 MS. SINDEL: I want to remind everyone
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1 MR. MOYE: Richard "Dicky" Moye, 2872
 2 Sherrilane Drive, Cantonment, Florida, 32533.
 3 (Richard "Dicky" Moye sworn.)
 4 MR. MOYE: Just to start off, I saw the
 5 pictures at the beginning here. They never
 6 gave a picture of the property, the largest
 7 side of the property, to Sherrilane. If you
 8 take a look, as well, at the zoning around it,
 9 why is this being done so different from
 10 everything around? We're R-2. Everybody has
 11 talked about the property sizes around.
 12 The social economics in the area, I'm very
 13 concerned about the change here that's going
 14 to be effected on all these landowners here
 15 and homeowners. They're your taxpayers in the
 16 county. They're the hard working people. I
 17 can tell you most of the people I got out and
 18 saw did not get a notice in the mail and the
 19 sign was around on Nowak Dairy Lane and not
 20 Sherrilane where people could see it.
 21 This is zoning -- zoning we thought was to
 22 protect our lives and our investments that we
 23 make in a community, but in this case we're
 24 being asked to allow something like five
 25 houses on an acre. Come on, folks, that
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1 that is here for this particular hearing that
 2 either way that the Board votes today it will
 3 move to the Board of County Commissioners and
 4 some of the conversations that you're having
 5 with us today that regrettably we keep saying
 6 to you how we don't get to discuss that in
 7 here or that will be addressed at a later
 8 date. When this goes before the Board of
 9 County Commissioners, whether it passes here
 10 today or fails, those are broader
 11 conversations that can be held at that time.
 12 So it's really important that you understand
 13 that when we're finished here today this is by
 14 no means finished for either party. So I
 15 strongly encourage you now -- that's one of
 16 the reasons Mr. Tate has mentioned to you that
 17 by speaking today on this issue that allows
 18 you as the issue moves forward to have the
 19 opportunity to speak the next time it's heard,
 20 which would be at the Board of County
 21 Commissioners meeting.
 22 MR. TATE: Thank you.
 23 Dicky Moye. Mr. Moye, would you state
 24 name and address for the record and be sworn
 25 in?
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1 doesn't even fit. There's nowhere near there
 2 anything like that. People don't want to look
 3 on the hillside and see rooftop after rooftop.
 4 I think, too, here we've got a situation
 5 here -- I am speaking to this, I think, so I
 6 don't have to give the topics. I think we're
 7 maybe giving some special interest here to
 8 some parties, some parties who want to make a
 9 land deal sale at a price they want to sell it
 10 for and they've got to cut the property down
 11 in size to be able to make that sale and the
 12 heck with the people who live around.
 13 You know, the number that you're going to
 14 as far as this VAG there's no end to it. In
 15 other words, you're stuck in for a number of
 16 homes they need but once they get that zoning
 17 they can cut it in half and half again if they
 18 want to now they're past you guys. So our
 19 concern is the socioeconomic downfall that
 20 could happen to our properties in the area.
 21 The thing is this has been this way out there
 22 for years. People strive to live out here and
 23 it's small farms, small ranches, interwoven
 24 middle class lives here. It doesn't matter
 25 the size of the house. It's the size of the
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1 space you own, the property and the
 2 spaciousness you have from everyone. We're
 3 very concerned about densely placing houses
 4 like this that doesn't fit this area.

5 Basically if it doesn't work out marketing
 6 wise to do your deal and to turn around to be
 7 able to sale, they're going to sale these
 8 properties probably on our nickel. Meaning,
 9 look, you're going to live out here in this
 10 rural area, but we're the ones going to be
 11 hurt from this, the reverse. Basically if
 12 your deal doesn't work at the price you want
 13 and you have to cut the houses down to that
 14 size, take your money somewhere else. We
 15 don't need it.

16 MR. TATE: Thank you. Mr. Moye.
 17 Jeanne Henderly. Would you please state
 18 your name and address for the record?

19 MS. HENDERLY. My name is Jeanne Henderly
 20 and my address is 2715 Sherrilane Drive.
 21 (Jeanne Henderly sworn.)

22 MS. HENDERLY: I wasn't even going to say
 23 anything today but since I have to say
 24 something here to be able to say at the next
 25 meeting I wanted to share. I live on
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1 careful while we do that. I'm so concerned
 2 that they're going to put this big subdivision
 3 out there. It's totally going to change the
 4 character of our neighborhood and now we
 5 have -- you know, there's going to be a lot of
 6 kids, a lot of cars.

7 There's an issue about large livestock. I
 8 have a bull and two cows on my property, so
 9 there's somewhat of a danger. We put up
 10 electric fencing. You know, people go by
 11 there and stop and want to look. It's very
 12 attractive and sometimes they get out and want
 13 to feed my animals. So I was thinking, okay,
 14 now we're going to have all these homes, maybe
 15 100 homes in there with children and now
 16 they're going to want to come in there to be
 17 in with my large animals. Now there's a
 18 safety issue. Now it's an insurance issue of
 19 maybe getting a million dollar umbrella or
 20 something to cover us in case somebody would
 21 get hurt on our property.

22 So from my point of view as a mom and, I
 23 guess, I'm probably speaking to some of these
 24 issues even though I'm not cataloging them.
 25 It's a big concern. I am very bothered that
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1 Sherrilane. I'm right across the street from
 2 where this property is going to go in. We
 3 have like a five-and-a-half acre mini farm, we
 4 have cows, we have horses, we have some
 5 miniature horses. I have some dairy goats and
 6 we also have chickens and ducks and we have a
 7 pond on our place. So we have a thing going.

8 We've been there for 25 years. I have four
 9 children. We've raised children there. My
 10 little girl, I can still see her riding her
 11 little white pony all over the place. That's
 12 the kind of neighborhood this is.

13 We did build another house on there
 14 because we had elderly parents dying of lung
 15 cancer and we needed to bring them there, so
 16 we built -- there was a small house there
 17 already and we just enlarged that house, so
 18 we're one of the ones he was talking about.
 19 We still have a very farm-like character
 20 there.

21 I have 12 grandchildren who love to come.
 22 They ride horses. I ride horses. We go up
 23 and down Sherrilane and around Sandicrest.
 24 There's a lot of traffic. We've had
 25 increasing traffic over time and we have to be
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1 they might do this. It's going to change the
 2 whole reason people have moved out there.
 3 It's going to change it. We're now going to
 4 be like a subdivision instead of a little
 5 country kind of atmosphere that we have.

6 MR. TATE: Thank you.
 7 James Wells. Mr. Wells, would you state
 8 your name and address for the record and be
 9 sworn in?

10 MR. WELLS: James Wells. I live at 2663
 11 Sherrilane Drive.
 12 (James Wells sworn.)

13 MR. WELLS: I live right across the street
 14 from this property. I've lived there for
 15 about 20 years or 25. You get to my age, you
 16 don't keep up too good. I want to address
 17 something. I don't know if it would be proper
 18 or not. You can cut me off if it's not.

19 But the land across the street is a fine
 20 parcel of property. I can understand them
 21 wanting to develop it, but I can't understand
 22 five housing units per acre. I don't think
 23 you can either, if you think about it.

24 Why has that come up? Why are we even
 25 here to discuss it? Because the owner of the
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1 property wanted to sell it and the property
 2 has about eight or 10 acres that's going to
 3 have to be a holding pond, so you subtract
 4 that from the acreage, and now they want to
 5 divide it up so they can get the money out of
 6 it by putting more houses on the acreage and
 7 they're going to make all of us suffer.

8 All of us that have lived there so long
 9 and enjoyed all the wide open spaces and moved
 10 there for that purpose, we're going to suffer
 11 because there's going to be an ungodly amount
 12 of traffic and our kids can't walk out on the
 13 highway anymore without running the risk of
 14 dying. So I personally am against it. Thank
 15 you.

16 MR. TATE: Thank you.
 17 (Applause.)

18 MR. TATE: Karl Henderly. Would you
 19 please state your name and address for the
 20 record?

21 MR. HENDERLY: Karl Henderly, 2715
 22 Sherrilane Drive, Cantonment, Florida.
 23 (Karl Henderly sworn.)

24 MR. HENDERLY: It's going to be hard to
 25 follow up what my wife had to say and Jimmy,
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1 Of course, there is the liability issue,
 2 as well, but more than that it's the safety of
 3 the children. We do have 12 grandchildren,
 4 but we have taught these children how to be
 5 careful, how to work with animals and how to
 6 make sure that you don't get hurt. That is a
 7 primary concern, because we're talking a large
 8 subdivision with all the problems that have
 9 already been enumerated, but we're talking a
 10 large subdivision with a lot of children who
 11 do not or aren't familiar with large animals
 12 and it really concerns me. Thank you.

13 MR. TATE: Carter Granat. Can you state
 14 your name and address for the record?

15 MR. GRANAT: Carter Granat, 697 Pinebrook
 16 Circle.

17 (Carter Granat sworn.)

18 MR. GRANAT: I live on Pinebrook Circle.

19 My land backs up to the Nowak property that is
 20 in question here. All the surrounding homes,
 21 if you look on the overview that was shown
 22 earlier, the satellite picture, all the
 23 properties are one house per acre, some are
 24 one house per two acres, and some of the
 25 opinions of some of the people that maybe have
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1 my next door neighbor, but I endorse all of
 2 it.
 3 One concern that we have in addition to
 4 the complexion of the neighborhood, many of us
 5 are getting to the retirement age now, but
 6 most of the us work in the city but we want to
 7 live in the country and we want to raise our
 8 children in the country and our grandchildren,
 9 and we want to teach them how to farm, how to
 10 raise a garden, how to take care of animals.

11 We do have large animals. We have horses
 12 and cows and one concern of mine is if there
 13 are 150 homes down there, these folks are
 14 probably not going to be what you would call
 15 country folks, they're not familiar with
 16 animals. And even living as we live now in a
 17 relatively rural type setting, I've had the
 18 experience of having to get children out of my
 19 field. Kids, especially those that are not
 20 raised in the country, don't understand that
 21 you can't crawl under the fence and pet the
 22 pretty bull. You don't mess with a cow that's
 23 just had a calf. You don't get behind a horse
 24 and slap it on the rump. These could have
 25 tragic consequences.

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1 two houses per acre or one house per
 2 three-quarters of an acre seems a lot more
 3 reasonable.
 4 The five houses per acre would be like an
 5 aberration to the whole eco of that community
 6 out there. It certainly doesn't take a brain
 7 scientist to see that it's not comparable with
 8 the land development that's currently in use
 9 out there.

10 Also, people that travel to work and head
 11 south down Highway 97 where it T's into 297,
 12 there's a horrible traffic backup every
 13 morning. I used to live north of that area
 14 and oftentimes when I would be behind a line
 15 of cars I would take Sherrilane to bop over to
 16 297 just to bypass this traffic backlog. Of
 17 course, this is going to get a lot worse if
 18 there's a bunch of houses put in there and
 19 Sherrilane is going to become a drag strip and
 20 it's going to be unsafe for children or horses
 21 or whatever, a lot of things that people used
 22 to enjoy out there.

23 Also, twice within the last three weeks I
 24 have seen a family of five deer heading from
 25 Pinebrook Estates into that Nowak land. I

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1 know people really don't care about deer a
 2 lot, but I do. I think we would be ruining
 3 their habitat if that land was overly
 4 developed.
 5 Also, I don't want five houses per acre
 6 backed up to my property. I bought that
 7 property because it was rural and I had the
 8 woods surrounding me. I would at least like
 9 for the people in Pinebrook Estates to be able
 09:22 10 to buy a swath of woods to buffer us from any
 11 development of that sort. I also feel that
 12 five houses per acre is just horribly wrong
 13 and not consistent development with anything
 14 around there. Thank you.
 15 MR. TATE: Thank you. Is there anybody
 16 else who wishes to speak on this matter at
 17 this time? If so, I need you to fill this
 18 paper out and come forward. If not, we'll
 19 close the public comment section of this
 09:23 20 presentation.
 21 Would you please state your name and
 22 address for the record?
 23 MR. ROUGEAU: My name is Ron Rougeau. I
 24 live at 2684 Sandicrest Drive.
 25 MR. TATE: Is your wife Dr. Debra Rougeau?
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1 MR. ROUGEAU: Yes.
 2 MR. TATE: I just need to clarify that
 3 Mr. Rougeau and I have never met, but his wife
 4 works for me. I just want to make sure that's
 5 out in the open.
 6 (Ron Rougeau sworn.)
 7 MR. ROUGEAU: Yesterday evening I got a
 8 piece of paper saying there was a meeting
 9 today, so I don't have a detailed preparation,
 09:23 10 but from my point of view the change clearly
 11 violates Criterion (3) through (6). Now, the
 12 22 years we've lived there we've seen
 13 development but nothing at this scale. I
 14 think the impact on the environment, the
 15 infrastructure and the residents would be
 16 unsupportable. Thank you.
 17 MR. TATE: Thank you. Is there anybody
 18 else who wishes to speak on this matter? If
 19 you would like to come forward to the stand,
 09:24 20 that's fine. Would you state your name and
 21 address for the record, please?
 22 MS. HUDGENS: My name is Dominique
 23 Hudgens. I live at 2700 Sherrilane Drive.
 24 MR. TATE: Would you please be sworn in.
 25 (Dominique Hudgens sworn.)
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1 MS. HUDGENS: What I would like to say is
 2 me and my husband, we recently moved to
 3 Sherrilane Drive. And the reason we moved is
 4 because we lived in a subdivision and we
 5 wanted to have our little girl grow up in the
 6 country because that's what me and my husband
 7 is used to. We finally moved out to the
 8 country and we found out that a neighborhood
 9 like the one we just moved from might possibly
 09:25 10 move right next door to us. So our concern is
 11 that -- I'm sorry. I'm nervous. But the
 12 reason why we moved there and we spent a lot
 13 of money was to get into the country life.
 14 That's all I wanted to say. It would be nice
 15 to keep it that way.
 16 MR. TATE: Thank you. If there's nobody
 17 else who wishes to speak on this matter at
 18 this time -- is there anybody else in the
 19 audience who wishes to speak on this matter at
 09:26 20 this time? If not, at this point we'll close
 21 this portion of the meeting to public comment.
 22 I would like to ask the Board members if
 23 you have any questions of the applicant, staff
 24 or members of the public. I would also like
 25 to remind our Board members to stay away from
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1 areas or matters that deal specifically with
 2 the use of the site as we understand it today.
 3 MS. SINDEL: I'll start. I'm going
 4 through the criteria kind of my own method. A
 5 lot of my concern has to do with development
 6 patterns and compatibility with surrounding
 7 uses. It is a dramatic shift, as I'm sure the
 8 applicant recognizes to go from one house per
 9 five acres to potentially five homes per one
 09:26 10 acre.
 11 We, of course, are not looking at whether
 12 or not you actually ever develop that, but we
 13 look at down the road how it potentially could
 14 be developed. We look at our Comprehensive
 15 Plan, our Future Land Use. These are our
 16 guiding factors for the County for many many
 17 years to come and I have concern over the
 18 dramatic shift. I'm not addressing some of
 19 the other issues because I know from a DRC and
 09:27 20 development review process other issues such
 21 as runoff, or road and traffic, it would be
 22 addressed at that point in time.
 23 My primary concerns are development
 24 patterns. These will be significant changed
 25 conditions for that part of Escambia County
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1 and in such a manner that I have also concerns
 2 from Criterion (5) about effect on the natural
 3 environment. Personally I see out of the six
 4 criteria there are three that I have some very
 5 strong concerns about.

6 That being said, to address what of this
 7 side of the room has stated, it's really
 8 important that everyone understand and be very
 9 grateful for the process that we have that as
 10 property owners and citizens you do always
 11 have the opportunity to come to this Board and
 12 request a change in how you use your property
 13 and that's an amazing benefit and one that the
 14 applicant, of course, is doing today. So it's
 15 nice that the applicant has the opportunity to
 16 do that just like it's amazing and important
 17 that as citizens you turn around and say yes
 18 or not so much. Those are my main concerns
 19 right now.

09:28 20 MR. TATE: Mr. Wingate.

21 MR. WINGATE: Mr. Chairman, as I review
 22 the total package here and the recommendations
 23 and the area, the parcel of property and
 24 within a 500-foot radius circle of property of
 25 the area and the families that live in that
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1 area presently now and the vacant lot that's
 2 subdivided already, there is already a
 3 community that's already set up in the
 4 surrounding area if you look it from a higher
 5 area view. This was one concern that I was
 6 looking at.

7 One thing that's going to happen to
 8 Escambia County, the north end is going to be
 9 discovered at some point or another and change
 10 is going to come, but, you know, sometimes
 11 change comes too fast. But what I would look
 12 at -- looking at it, and I travel 97
 13 sometimes, traffic does get heavy at times
 14 around the road. I was looking for some acres
 15 up there, too. Sometimes you're only allowed
 16 to do certain things.

17 Looking at this from the purpose that I'm
 18 charged to do, I know what my decision will
 19 be.

09:30 20 MR. TATE: Do you have any questions?

21 MR. WOODWARD: I don't think I have any
 22 questions but I have an observation. And I've
 23 lived in several cities that have natural
 24 boundaries that require only growth can go one
 25 or two or three directions. It appears to me

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1 that this is a mature community and anything
 2 of this nature might well be premature at best
 3 and certainly may be incompatible at worse.

4 MR. TATE: Thank you.

5 Mr. Goodloe.

6 MR. GOODLOE: I just would like to ask the
 7 staff was the applicant given the opportunity
 8 to consider other zoning provisions such as
 9 V-1?

09:31 10 MR. JONES: Yes. It's up to the
 11 applicant. We can only suggest. We give him
 12 the Land Development Code. It's strictly up
 13 to the applicant on what they request for the
 14 rezoning.

15 MR. GOODLOE: With the applicant there was
 16 no discussion regarding other zoning?

17 MR. JONES: Again, it was their choice.

18 MR. TATE: Staff, a couple of questions.

19 If you would, please put up the maps
 09:31 20 regarding -- that shows the single-family use.
 21 That map. That would be great.

22 Where is this area in conjunction with the
 23 project that's now part of our Comprehensive
 24 Plan to develop north of here into several
 25 villages, walking communities, et cetera,

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1 et cetera?

2 MR. JONES: The Sector Plan?

3 MR. TATE: Yes.

4 MR. JONES: It's way north.

5 MR. TATE: The Sector Plan is way further
 6 north than that. That's what I thought, but I
 7 wanted to make sure.

8 At this point is there anything further
 9 from staff?

09:32 10 MR. JONES: I want to say something. Many
 11 issues and concerns came out as far as if the
 12 site is developed into a subdivision, which we
 13 do not know. That's what's being presented
 14 today. We do want to make it perfectly clear
 15 the density is gross density.

16 There's so many other factors, other
 17 factors that have to be developed if an
 18 applicant decides to put in a subdivision.

19 There a tremendous amount of review by the
 09:33 20 County, even sometimes by the FDOT,
 21 stormwater, all of those things, and the
 22 County definitely would take into
 23 consideration. If the Board approves it, it's
 24 not just an overnight process, which I know
 25 they know that. Mr. Hurd understands this.

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1 Subdivision is a very very complicated complex
 2 process. Some of them get off the ground,
 3 some of them do not for factors that --
 4 economics, the land itself, permitting, all of
 5 those things. So it's just not five dwellings
 6 per acre. It may be limited to that based
 7 upon so many other issues that the County
 8 definitely has to address and review.

09:34 9 MR. TATE: Thank you. I'm not sure how
 10 many of our folks here today actually reviewed
 11 the entire packet online, but the applicant
 12 was pretty clear what their goal is for this
 13 project. Their overall density quite a bit
 14 less than the five dwelling units per acre,
 15 which I understand.

09:34 16 At this point the applicant, you have the
 17 right to address any issues that have come up
 18 through this discussion. If you would like to
 19 leave it and go right to a vote, but you all
 20 do have the ability to come forward at this
 21 point and address the Board with any issues
 22 that have come up during this discussion.

23 MR. MONTI: Thank you. Vince will speak
 24 for us.

25 MR. LACOSTE: Vince LaCoste. I would like
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1 to explain our thought process and how we got
 2 here and why this five units per acre because
 3 that would concern me, too, if I was these
 4 people. There's 48 acres on this parcel.
 5 About 15 of it is wetlands and can't be used.
 6 We will not be using.

7 MR. TATE: Would be incorporated into
 8 the --

09:35 9 MR. LACOSTE: It would be left natural.
 10 We can't do anything with it, about 15 of the
 11 acres. There's approximately another five to
 12 ten, maybe five to eight acres, of course, the
 13 design hasn't been done yet, but that would be
 14 either detention, or streets or easements,
 15 that type of thing. So we're left then with
 16 not 48 acres, we're left with maybe 25 or
 17 28 acres that we can actually use and develop.

09:35 18 Really the reason for the zoning request
 19 was because of the dimensions of the lots, not
 20 because of the density per acre. Now, I
 21 understand that yeah, of course, we can get
 22 the zoning and go do whatever we want to. I
 23 would be concerned about that, too. I don't
 24 know if there's another zoning or if there's
 25 restrictions we can put on ourselves with

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1 density. I know some areas can put
 2 restrictions on density, but our plan is about
 3 1.57 units per gross acre out there, not five.
 4 It's 1.76 is the exact number of what our
 5 density we're proposing would be.

09:36 6 MS. SINDEL: You understand our
 7 predicament that we have to make a decision
 8 based off -- I mean, honestly if you walked in
 9 with plans ready to go, we don't even look at
 10 those, because once we change it literally the
 11 owner can walk out the door and sell it and
 12 somebody can put five homes per acre.

09:37 13 As Mr. Jones will tell you from a County
 14 standpoint if it were to pass, if the change
 15 passed us and passed with the Board of County
 16 Commissioners, then Mr. Jones has pointed out
 17 the road to create a subdivision is a very
 18 long one and that is where restrictions could
 19 be placed, but that's only -- we don't get to
 20 look that far. We have to look past that.

21 What we have to look at is if we change it
 22 what's the worse -- I don't like to use the
 23 term worse case -- what is the highest amount
 24 of development that could occur and with this
 25 request the highest is five per acre.

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1 MR. LACOSTE: So at this forum is there no
 2 restriction on density that can be placed?

3 MR. JONES: Not at this point.

4 MR. TATE: Mr. Jones, could you please
 5 speak to that and maybe walk us through the
 6 process of what we could do possibly at this
 7 meeting and in conjunction in the future with
 8 the developer?

09:37 9 MR. JONES: Steve, I need you for this.
 10 Would it be possible, Steve, that maybe the
 11 applicant could make a request for a different
 12 zoning?

13 MR. TATE: I know you can't promise them
 14 anything at this meeting. That's not what I'm
 15 looking at.

16 MR. WEST: They can always if they want to
 17 change their request to a different zoning
 18 district.

09:38 19 MR. TATE: Well, this Board can choose to
 20 rezone to a lower case without the applicant
 21 doing that. We have the right to do that with
 22 or without the applicant's blessing, so I'm
 23 not really talking about that. I'm talking
 24 about beyond that if we chose to do something
 25 that still gave them the buildable build-out

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1 that they were doing, what's the process the
 2 developer has to go through to lock that in?
 3 Would it end up being like a PUD?
 4 MR. JONES: He would have to issue a final
 5 plat and all of those things once it comes
 6 through the subdivision process, the
 7 preliminary plat and final plat. He can place
 8 those restrictions on himself. As the County,
 9 we will approve the plat, but we don't enforce
 09:38 10 the plat. He can put in restrictive
 11 covenants. He can put those in place, so he
 12 can self-govern himself. A PUD is an option.
 13 MR. WOODWARD: Mr. Jones, restrictive
 14 covenants are only good for 20 years.
 15 MS. SINDEL: The County doesn't enforce
 16 those.
 17 MR. LACOSTE: I don't think anybody is
 18 going to be happy here with restrictive
 19 covenants. Nobody here is going to want to
 09:39 20 hear that we're self-enforcing.
 21 MR. WOODWARD: No, but the issue is that a
 22 resident there can. Any person who lives in
 23 an area, I'm not going to use the word
 24 subdivision, an area burdened by restrictive
 25 covenants can enforce restrictive covenants as
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1 long as he can convince a circuit judge that
 2 he has standing. You know, 19-and-a-half
 3 years down the road, you know, lot number one
 4 can say something about lot number four not
 5 complying with those restrictive covenants and
 6 you're off to the courthouse and it's very
 7 expensive. It will be then.
 8 MR. LACOSTE: Let me ask a question about
 9 the PUD. Is that done under any zoning?
 09:40 10 MR. JONES: The PUD -- you can do a PUD,
 11 but really it -- you can choose a different
 12 zoning category, but a PUD really don't affect
 13 the density the way that our PUD standards
 14 are.
 15 MR. LACOSTE: So your PUD standards still
 16 have to meet the density of the zoning?
 17 MR. JONES: Yes, provide some type of
 18 unique option, walkability, sidewalks, bike
 19 trails, things like that, that could really
 09:40 20 really -- I don't know. Something that could
 21 really really be compatible with the
 22 surrounding areas.
 23 MR. LACOSTE: What this boils down to is
 24 we need a zoning of less than two, but we need
 25 to have lots about 85 feet wide and those
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1 85-foot lots are what drove us to pick this
 2 density, the width of the lots and the
 3 setbacks on those lots. That's what drove us
 4 to pick this density, I mean, pick this
 5 zoning, not density. We need something just
 6 under two units per acre and we need to be
 7 able to have 85-foot lots and I don't know if
 8 there's a better option than we picked.
 9 MR. TATE: Can you give us some help?
 09:41 10 MR. WOODWARD: Procedurally can't they ask
 11 for a continuance and come back and do it
 12 again?
 13 MR. LACOSTE: We originally requested R-1,
 14 but in discussions with staff felt like that
 15 this would be a better fitting in the area
 16 because there was already the V zoning. If
 17 you look at the subdivision just to the north
 18 of ours, yes, they don't have the wetland
 19 impacts, they don't have the detention ponds,
 09:41 20 but if you look at the total density it's
 21 about the same. Ours is a little denser, but
 22 it's close.
 23 MR. TATE: It's on a bigger piece of
 24 property.
 25 MR. JONES: Even if you look at the
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1 subdivision that's adjacent to this property,
 2 VR-1, one per four acres, those are definitely
 3 not four-acre lots. So that's why we looked
 4 at the area. That VR-1 says 1.4. That
 5 subdivision on Pine Cone is not four-acre lots
 6 in there. So we look at all of those factors.
 7 It's really limited on the density.
 8 MS. SINDEL: I understand. I think,
 9 though, the request in front of us right now
 09:42 10 that we have to make a decision on is going to
 11 be a struggle. I don't know if -- you know,
 12 if the Board can vote on that and then he has
 13 another option or does he just say I want to
 14 table this, because how is it readvertised
 15 because everybody is going to need to know
 16 what's happening next that moving forward is
 17 the whole kit and kaboodle.
 18 MR. TATE: For this Board our decision has
 19 to be based on the six criteria. The staff
 09:42 20 has presented us a packet in which they have
 21 found favorably in all regards. So if we
 22 chose to do something different we would have
 23 to rewrite those arguments in favor of our
 24 position, so we need to keep that in mind.
 25 MR. JONES: And still meet the criteria.
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1 It is consistent with the zoning. With the
 2 Future Land Use category Mixed Use Suburban
 3 allows two dwelling units per acre, so that is
 4 consistent with that. If you go with V2-A,
 5 which is two units per acre, the criteria
 6 would still be the same, the site building
 7 requirements, all those things would still be
 8 the same.

09:43 9 MS. SINDEL: Applicant has to make the
 10 decision. We do not need as the Board to be
 11 making changes to an applicant's application.
 12 That's probably the worse grammar I've used in
 13 a while.

14 MR. TATE: Mr. Wingate.

15 MR. WINGATE: Mr. Chairman, I was looking
 16 at the areas of this particular parcel in the
 17 packet and the neighborhood and if you've ever
 18 developed a subdivision you would know what
 19 they were going through. Sometimes you say
 09:44 20 I've got all these acres and I've got it zoned
 21 this way and when it all washes down you may
 22 end up with a third of what you dreamed about
 23 because you've got 15 acres of wetlands.
 24 You've got your streets. Now we've got
 25 sidewalks. All of those are subtractions.

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1 You may think that you've got all these
 2 acres and you end up saying, well, I've got 48
 3 acres and you may only be able to develop
 4 maybe when you count buildable lot sizes, what
 5 the size going through and doing the
 6 calculations and going through the DRC
 7 process, you may end up with maybe 26 acres of
 8 only developable buildable lots that you could
 9 do your 85 by 130. So with the wetlands and
 09:45 10 the ponds and all that, you subtract that off.
 11 Then it won't really destroy the neighborhood
 12 because you're going to still have that open
 13 land that's there, the wetlands can't be
 14 disturbed, the holding pond and everything.
 15 I've done a couple of small subdivisions.
 16 Sometimes you dream big and you come out
 17 medium size.

18 MR. TATE: Thank you, Mr. Wingate.

09:45 19 MR. LACOSTE: We would like to request
 20 that you consider V-2. We've been looking at
 21 that and feel like it will fit our needs. I
 22 hate to make a decision on the spot. I have
 23 not read it all myself, but at this point I
 24 think V-2 is something we might could work
 25 with. It's a density of two units per acre,

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1 which is what we need. The setbacks appear to
 2 work.

3 MR. WOODWARD: Is that a formal amendment
 4 to your application?

5 MR. LACOSTE: Yes, sir.

6 MR. WOODWARD: I move that the amendment
 7 be permitted, not that we permit the entire
 8 thing, but the amendment.

9 MR. TATE: A motion. Do we have a second?

09:46 10 MS. SINDEL: Second.

11 MR. TATE: All those in favor, raise your
 12 right hand.

13 (Board members vote.)

14 (The motion passed unanimously.)

15 MR. TATE: Staff, as we look at this from
 16 the perspective of a V-2, can we support the
 17 Findings-of-Fact within a V-2 or do you need a
 18 moment?

09:46 19 MR. JONES: We can support it. The only
 20 thing that will change is the zoning. We can
 21 support it.

22 MR. TATE: So at this point the
 23 Findings-of-Fact do not change. Both the
 24 applicant and staff are in agreement with the
 25 Findings-of-Fact.

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1 You accept staff's Findings-of-Fact?

2 MR. LACOSTE: Yes.

3 MR. TATE: Is there anybody on this Board
 4 who has a question for the applicant or for
 5 staff?

6 At this time we will close this meeting to
 7 comments and open it up to the Planning Board
 8 to deliberate and discuss.

09:47 9 MS. SINDEL: I've done a lot of talking
 10 today and it was based on the fact that I had
 11 a lot of concerns about the potential for five
 12 homes per acre. Obviously, a lot of those
 13 concerns were alleviated by going to a
 14 different zoning which would be two homes max
 15 per acre. I do understand that a lot of the
 16 property is not developable. So it will
 17 significantly reduce the overall impact.

09:47 18 Again, I go back to the statement that if
 19 anything, whether it wins or moves past here,
 20 please always remember that the Board of
 21 County Commissioners, no matter what's decided
 22 here, can change, can make a decision that's
 23 completely different than ours.

24 MR. GOODLOE: Mr. Chairman, I have a
 25 motion.

TAYLOR REPORTING SERVICES, INCORPORATED

PLANNING BOARD REZONING HEARING - APRIL 1, 2013

61

1 MR. TATE: Please.
 2 (Motion by Mr. Goodloe.)
 3 MR. GOODLOE: I move that we recommend
 4 approval of the rezoning application as
 5 amended from VAG-2 to V-2, make this
 6 application to the Board of County
 7 Commissioners and adopt the Findings-of-Fact
 8 provided in the rezoning package here for
 9 Z-2013-04.
 09:48 10 MR. TATE: We have a motion. Do we have a
 11 second?
 12 MR. WINGATE: I second.
 13 MR. TATE: We have a motion and a second.
 14 All those in favor, signify by raising your
 15 right hand.
 16 (Board members vote.)
 17 MR. TATE: All those against?
 18 (Board members vote.)
 19 MR. TATE: The motion fails.
 09:48 20 (The motion fails three to two.)
 21 MR. TATE: At this point this ends this
 22 rezoning hearing case and we will take a
 23 12-minute break. We will move into our
 24 regular Planning Board meeting. Hold on just
 25 a minute, folks.
 TAYLOR REPORTING SERVICES, INCORPORATED

63

1 (Board members vote.)
 2 MR. WINGATE: The motion carries three to
 3 two.
 4 (The motion passed three to two.)
 5 MR. WEST: One more little thing. I
 6 assume that that's based on -- you've rejected
 7 those findings that the staff made, so I
 8 assume that that's --
 9 MR. WOODWARD: It's based on the live
 09:50 10 testimony.
 11 MR. WEST: -- based on what was presented.
 12 MR. WOODWARD: Mr. West, that's -- the
 13 couching of that was based upon reviewing the
 14 exhibits as opposed to the findings, and,
 15 secondly, the consistency of the live
 16 testimony.
 17 MR. TATE: This rezoning hearing meeting
 18 is now adjourned. We'll begin our Planning
 19 Board meeting at five after.
 09:51 20 (The Rezoning Hearing concluded at 9:50
 21 a.m.)
 22
 23
 24
 25
 TAYLOR REPORTING SERVICES, INCORPORATED

62

1 MR. WEST: We need a Finding-of-Fact to
 2 send to the Board that there is not a
 3 rejection of this. You have to move to reject
 4 the amended request and then also have a set
 5 of findings that the Board of County
 6 Commissioners can consider when this goes to
 7 them.
 8 MR. WOODWARD: If you would put the six
 9 criteria back.
 09:49 10 I'll tag this as an amendment to my
 11 colleague's, that we find that the amendment
 12 as proposed -- he moved that it be accepted.
 13 My finding would be that we find it
 14 incompatible with surrounding uses, that it
 15 changes conditions, that it has a substantial
 16 and significant effect on the natural
 17 environment and it departs significantly from
 18 the development patterns.
 19 MR. TATE: Is that a motion to deny?
 09:50 20 MR. WOODWARD: That's a motion.
 21 MS. SINDEL: Second.
 22 MR. TATE: All those in favor, signify by
 23 raising your right hand.
 24 (Board members vote.)
 25 MR. TATE: All those against?
 TAYLOR REPORTING SERVICES, INCORPORATED

64

1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ESCAMBIA
 5
 6 I, LINDA V. CROWE, Court Reporter and
 7 Notary Public at Large in and for the State of
 8 Florida, hereby certify that the foregoing Pages 2
 9 through 63 both inclusive, comprise a full, true, and
 10 correct transcript of the proceeding; that said
 11 proceeding was taken down stenographically, and
 12 transcribed by me; that I do not appear; that I am not a
 13 relative or employee or attorney or counsel of the
 14 parties, or relative or employee of such attorney or
 15 counsel, nor am I interested in this proceeding or
 16 its outcome.
 17 IN WITNESS WHEREOF, I have hereunto set my
 18 hand and affixed my official seal on 12th day of
 19 April 2013.
 20
 21
 22 LINDA V. CROWE, COURT REPORTER
 23 Notary Public - State of Florida
 24 My Commission No.: EE 860695
 25 My Commission Expires: 02-05-2017
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

5.

Meeting Date: 04/01/2013
CASE : Z-2013-04
APPLICANT: T.J. Monti, Agent for Ethel Nowak, Owner
ADDRESS: 2842 Nowak Dairy Road
PROPERTY REF. NO.: 36-1N-31-2000-000-000;36-1N-31-1200-000-000
 MU-S, Mixed-Use
FUTURE LAND USE: Suburban
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 05/02/2013

SUBMISSION DATA:

REQUESTED REZONING:

FROM: VAG-2, Villages Agriculture Districts, Gross Density (one du/five acres)

TO: V-3, Villages Single Family Residential, Gross Density (five 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)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan (CPP)FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories 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 minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

CPP FLU 1.5.3 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 V-3 **is consistent** with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. as the parcel is currently compatible with the allowable densities and uses within the FLU category. The parcel is accessing the existing public roads and if development occurs, the applicant may expand the use of utilities and service infrastructures.

CRITERION (2)

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.

6.05.22 VAG 2-Gross density (one dwelling unit per five acres).

Minimum lot size = five acres unless clustered.

If clustered, minimum lot size = one acre.

A. Intent and purpose.

2. Intent and purpose of VAG 2 district. This district is characterized by the following types of agricultural lands:

(a) Small rural land areas of highly productive agricultural soils that may not be economically viable in a mainstream farming operation due to their size, and changes being undertaken in the surrounding area; or

(b) Rural land areas with a mix of small farm operations and a typical rural residential density of one unit per four acres. The soils of these areas are least valuable for agricultural production and most suitable for future conversion out of the rural land market; or

(c) Rural land areas which are not being used to support large farming operations, and that are characterized by a mix of natural resources and soils typically unsuitable for urban residential densities or other urban uses unless sewerred.

6.05.24 V-3-Villages Single Family Residential, Gross density (five units per acre).

A. Intent and purpose of V-1 through V-3 districts. Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to article 11 for uses and densities allowed in V, villages single-family residential areas located in the A. Intent and purpose of V-1 through V-3 districts. Single-family detached residential district characterized by urban land development patterns with residential subdivision densities varying from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is required for new subdivisions, but development must meet overall maximum density requirements. V-2A may be used in any AIPD overlay area with a compatible future land use designation. Density will be determined by the accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2, density is limited to three d.u./acre. Refer to

article 11 for uses and densities allowed in V, villages single-family residential areas located in the Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods of height calculation set forth in article 11.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code because the V-3 zoning district allows for single family residential development with more density and allowable uses.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

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 VR-1,V-1,VAG-2 There were 41 single family residential homes, and 8 vacant parcels.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed conditions** that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were** 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.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would** result in a logical and orderly development pattern. The

surrounding area is currently developed residential with village rural and village agriculture zoning designations.

Attachments

Z-2013-04



ANDREA LN

VISTA LN

FOX QUARRY RD

MEANDER LN

HAMPSHIRE RD

TROUBLE LN

HADLEY LN

WENSEL DR

CARMODY HILL RD

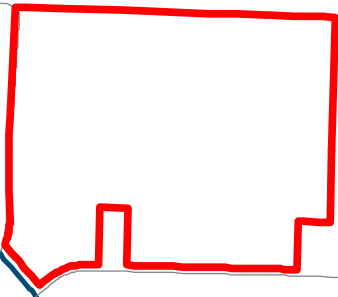
ARGLE RD

PINEBROOK CIR

NOWAK DAIRY RD

S. HIGHWAY 97

HIGHWAY 297A



SHERRILANE DR

SANDICREST DR

SANDICREST DR

SUNDANCE LN

BYRON MOUNT BATTEN DR

CREEKWOOD DR

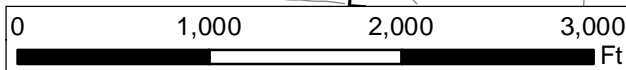
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This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-04 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



V-1

PINEBROOK CIR

VR-1

VAG-2

PINEBROOK CIR

NOWAK DAIRY RD

VR-1

VAG-2

SHERRILANE DR

VR-1

S HIGHWAY 97

VAG-2

VR-1



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-2013-04 500' RADIUS ZONING



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



MU-S

MU-S

PINEBROOK CIR

PINEBROOK CIR

MU-S

NOWAK DAIRY RD

SHERRILANE DR

MU-S

S HIGHWAY 97

MU-S

MU-S



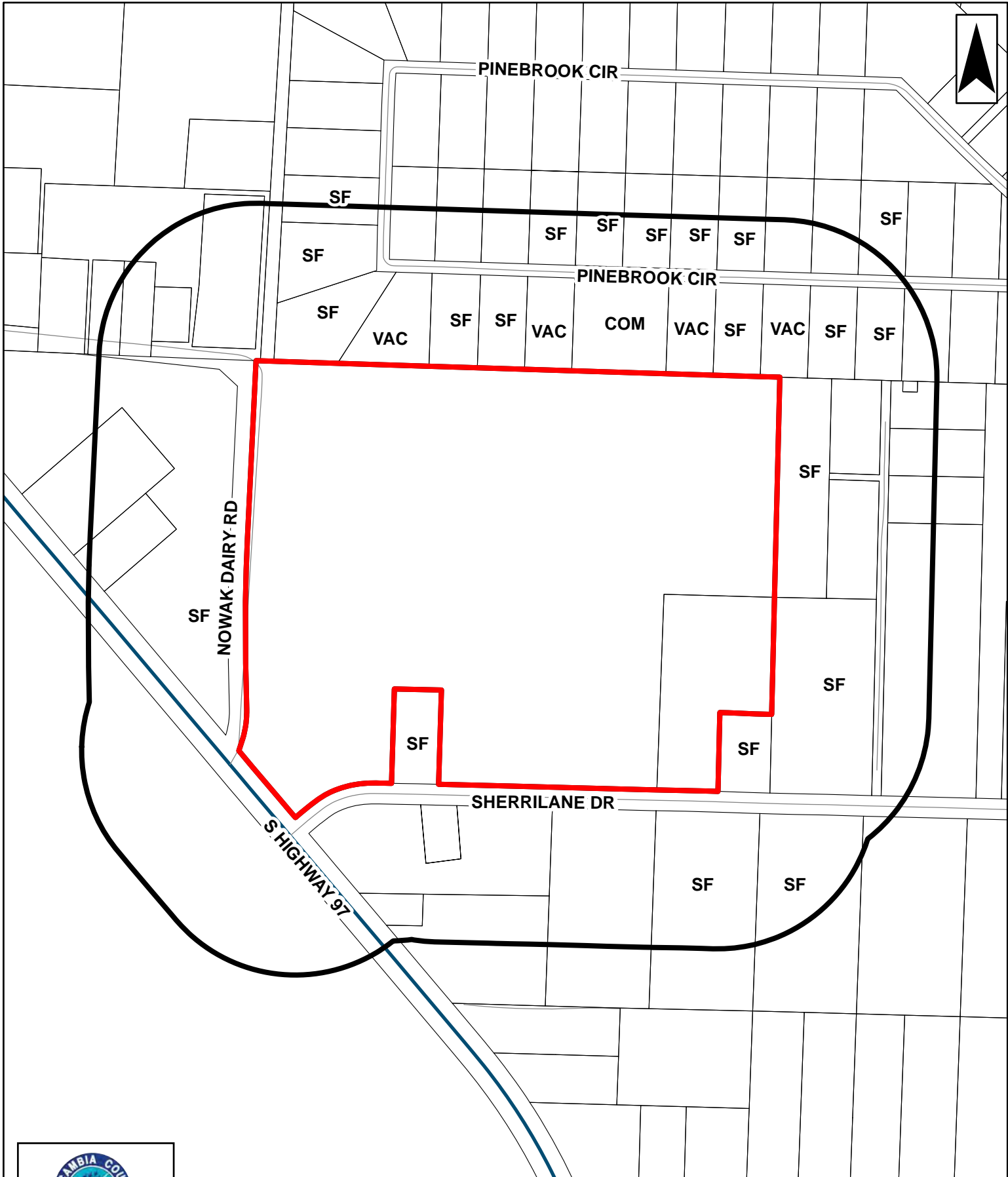

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2013-04 FUTURE LAND USE



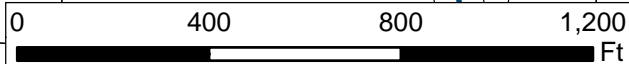
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD








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.

Z-2013-04 EXISTING LAND USE



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



PINEBROOK CIR

SHERRILANE DR

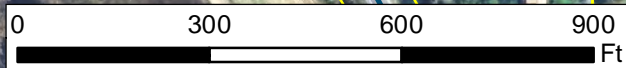
S HIGHWAY 97



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-2013-04 AERIAL MAP



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



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2013-04

CURRENT ZONING: VAG-2 PROPOSED ZONING: V-3

PLANNING BOARD

DATE: 04/01/13 TIME: 8:30AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE 05/02/13 TIME: 5:45PM

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



Looking south from subject property



Looking northwest along Highway 97
from subject property



Looking southeast along
Highway 97 from subject
property

NOTICE OF
PUBLIC HEARING
REZONING
CASE NO.: Z-2013-04
CURRENT



Looking north down Nowak Dairy Road



Looking onto subject property from
Nowak Dairy Road



Looking north from the parcel on
Nowak Dairy Road



Looking southeast toward
Highway 97 and Sherrilane

POLY SURVEYING ENGINEERING

S. Matthew Orrell, PLS
President

5588 JACKSON ROAD
MOBILE, ALABAMA 36619
(251) 666-2010
FAX (251) 666-1792

Darren M. Orrell, PLS
Secretary/Treasurer

Vincent D. LaCoste, II, P.E.
Vice President

J. Brett Orrell, PLS
Vice President

February 5, 2013

Escambia County
Development Services Department
3363 W. Park Place
Pensacola, FL 32505

RE: Cantonment Property

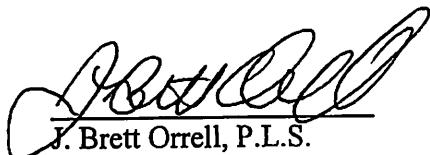
To Whom It May Concern:

We are submitting a re-zoning application for the property located at 2842 Nowak Rd., Cantonment, FL being property reference number 361N31-200-000-000. This property contains road frontage along Nowak Dairy Rd, Sherri Lane and South Highway 97. V-3 villages single family residential property. We are working on preliminary plans to submit a residential master plan for this site. The plan will provide frontage lots, along with an access to both Nowak Dairy Rd. & Sherri Lane for a total of two (2) accesses. There will be no direct access to South Highway 97 involved in this plan. Our client believes this location is ideal for a residential subdivision that will add character to the residentially zoned properties that surround this area. The plan for the residential property is to be complete in 25 lot phases, (with 10 frontage lots and 15 interior lots) until all frontage lots are developed. The current plan being developed will not exceed 100 lots because of wetland areas and lot size restrictions that the developer wants to maintain. The lots in the subdivision will be an average size of 85x130 foot minimum sized lots. We ask that the zoning be allowed to support the residential subdivision on this 44 acre site.

If you should have any question or require additional information, please advise.

Sincerely,

POLYSURVEYING



J. Brett Orrell, P.L.S.

JBO/kds



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: VAG-2 to: V-3

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: ETHEL P. NOWAK Phone: _____

Address: 3160 SANDICREST DRIVE CANTONMENT FL, 32533 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: 2842 NOWAK DAIRY ROAD CANTONMENT FL, 32533

Property Reference Number(s)/Legal Description: 361N31-2000-000-000

361N31-2000-000-000

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.

Ethel Nowak
Signature of Owner/Agent

Ethel Nowak
Printed Name Owner/Agent

2-16-13
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16th day of February 20 13,
by Ethel Nowak

Personally Known OR Produced Identification . Type of Identification Produced: _____

Glenda A. Gailey
Signature of Notary
(notary seal must be affixed)

Glenda A. Gailey
Printed Name of Notary



GLEND A. GAILEY
Notary Public - State of Florida
My Comm Expires Mar 25, 2017
Commission # EE 860974
Bonded Through National Notary Ass

FOR OFFICE USE ONLY

Meeting Date(s): APRIL 1, 2013 Accepted/Verified by: Kayla Meador Date: 3/1/13

Fees Paid: \$ 1925.00 Receipt #: _____ Permit #: PRZ130200003

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 7-2013-04

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 361N31-2000-000-000 + 361N31-1200-000-000

Property Address: 2842 NOWAK DAIRY ROAD CANTONMENT FLORIDA 32533

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 transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. 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 16th DAY OF February, YEAR OF 2013.

Ethel Nowak
Signature of Property Owner

Ethel Nowak
Printed Name of Property Owner

2-16-13
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department FOR OFFICE USE:

Escambia County, Florida

CASE #: Z-2013-04

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2842 NOWAK DAIRY ROAD,
Florida, property reference number(s) 361N31-2000-000-000 • 361N31-2000-000-000

I hereby designate DEVELOPMENT CONSULTING C/O T.J. MONTI 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 16th day of February the year of, 2013, 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: DEVELOPMENT CONSULTING C/O T.J. MONTI Email: TJ@GCSANDI.COM

Address: 5325 KOOIMAN ROAD THEODORE AL, 36582 Phone: 251-379-6175

Ethel Nowak
Signature of Property Owner

Ethel Nowak
Printed Name of Property Owner

2-16-13
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 16th day of February 20 13
by Ethel Nowak.

Personally Known OR Produced Identification . Type of Identification Produced: _____

Glenda A. Gailey
Signature of Notary

Glenda A. Gailey
Printed Name of Notary

(Notary Seal)



3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

Nowak Dairy Road
A Portion of Parcel: TA #29-1N-31-2000-000-000

File No: 6797

DEED DOC STAMPS PD @ ESC CO \$ 0.70
05/21/03 EDDIE LEE MAGNAN, CLERK
By: [Signature]

WARRANTY DEED

THIS DEED, made this 8th day of May 2003, between Ethel P. Nowak, unmarried widow, whose address is 3160 Sandicrest Dr, Cantonment, FL 32533, as Grantor, and ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 223 Palafox Place, Pensacola, Florida, 32501, as Grantee.

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's successors and assigns forever, the following described land situated in Escambia County, Florida as described in:

EXHIBIT "A"

And the Grantor COVENANTS WITH Grantee that, except as noted, at the time of the delivery of this deed Grantor was well seized of the property; Grantor had good right and title to convey; Grantee shall have the peaceable and quiet possession thereof; Grantor shall fully warranty the title and defend it against the lawful claims of persons whomsoever; and Grantor will make further assurance as may be reasonably required to perfect the fee simple title in Grantee and Grantee's successors and assigns.

Provided, however, the GRANTOR reserve unto herself, her successors or assigns, ALL minerals, including oil and gas, on, in, or under said land, but as long as said land shall be used for Public, State or Federal highway purposes, GRANTOR shall not be permitted to use the surface of said land for purposes of drilling, mining, or extracting minerals on, in, or under said land or in anywise using the surface of said land in any manner inconsistent with the use as a Public, State or Federal highway.

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2002 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on day and year first above written.

Signed in the presence of:

[Signature]
Witness
JAMES F NOWAK
Print or type name
[Signature]
Witness
Brenda W Mackay
Print or type name

[Signature]
Ethel P. Nowak

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8th day of May 2003,
by Ethel P. Nowak, () who is personally known to me, () who produced current Florida/other
_____ driver's license as identification, () produced current identification. Type of identification
produced _____

(Notary Seal must be affixed)

Bernie W Manning
Signature of Notary Public
Bernie W Manning
Printed Name of Notary Public

BERNIE W. MANNING
Notary Public - State of FL
My Comm. Exp - 05/31/06
Comm. No. - DD97474

Commission Expires 5-31-06
Commission Number DD 97474

ACCEPTANCE

TITLE TO THE ABOVE PROPERTY accepted for public use by the Chairman on this 19th day
of May, 2003, as authorized by action of the Board of County Commissioners of Escambia
County, Florida at its meeting held on 6-20-02

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Marie Young
Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Ernie Lee Magaha
DEPUTY CLERK



This instrument prepared by:
John F. Jackson, Escarosa Land Research Company
prepared under the supervision of the County Attorney's office
Pursuant to the issuance of title insurance policy

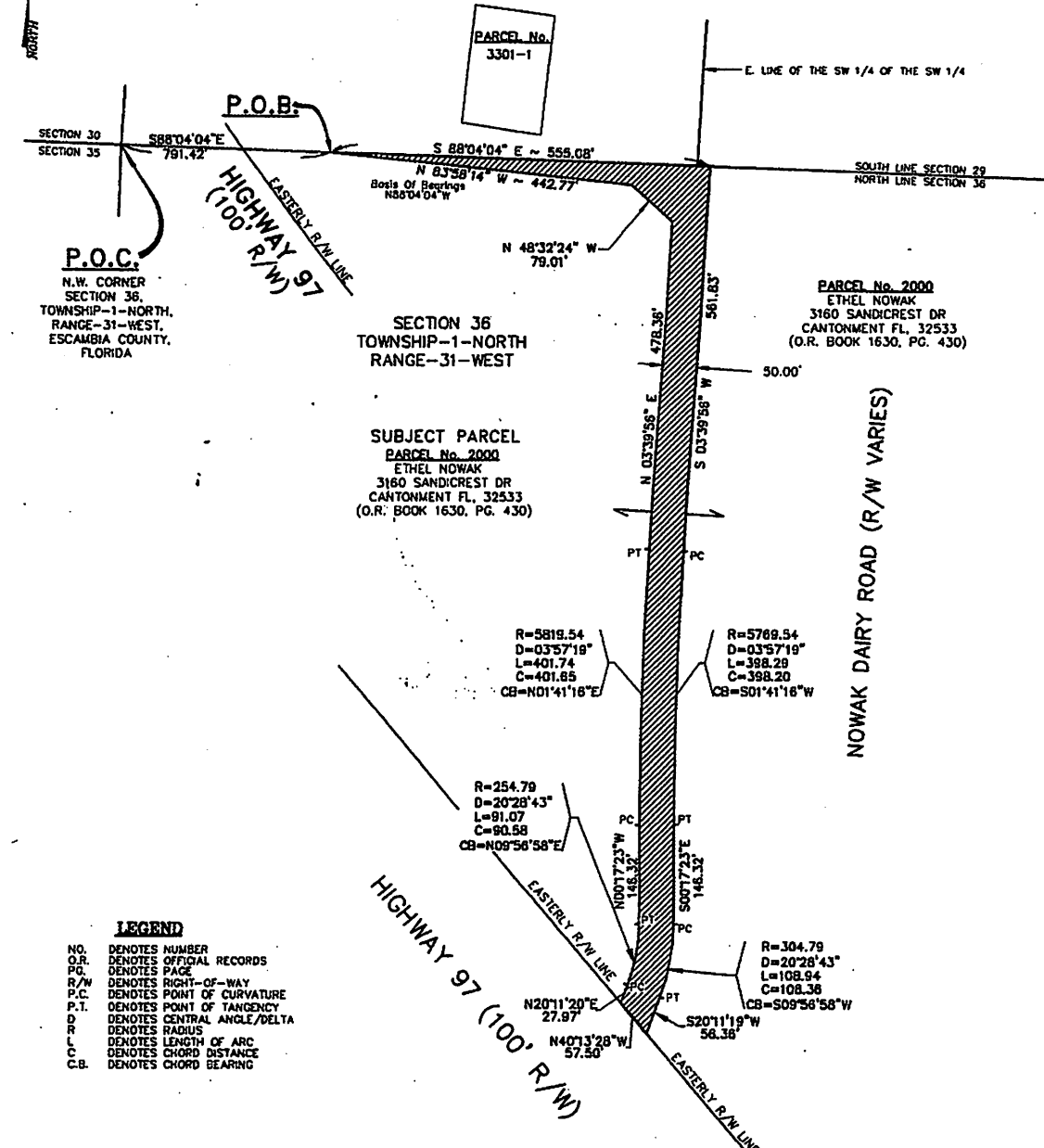
After recording please return to:
Escambia County Engineering
1190 West Leonard Street
Pensacola, FL 32501

A DESCRIPTION SKETCH
(NOT A BOUNDARY SURVEY)

Exhibit "A"

SECTION 29
TOWNSHIP-1-NORTH
RANGE-31-WEST

Scale: 1" = 200'



P.O.C.
N.W. CORNER
SECTION 36,
TOWNSHIP-1-NORTH,
RANGE-31-WEST,
ESCAMBIA COUNTY,
FLORIDA

SUBJECT PARCEL
PARCEL No. 2000
ETHEL NOWAK
3160 SANDICREST DR
CANTONMENT FL, 32533
(O.R. BOOK 1630, PG. 430)

PARCEL No. 2000
ETHEL NOWAK
3160 SANDICREST DR
CANTONMENT FL, 32533
(O.R. BOOK 1630, PG. 430)

LEGEND

- NO. DENOTES NUMBER
- O.R. DENOTES OFFICIAL RECORDS
- P.O. DENOTES PAGE
- R/W DENOTES RIGHT-OF-WAY
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- D DENOTES CENTRAL ANGLE/Delta
- R DENOTES RADIUS
- L DENOTES LENGTH OF ARC
- C DENOTES CHORD DISTANCE
- C.B. DENOTES CHORD BEARING

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREIN WERE REFERENCED TO SOUTH 88°04'04" EAST ALONG THE SOUTH LINE OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AS PER STATE PLANE COORDINATE SYSTEM.
2. THESE PARCELS AND DESCRIPTIONS WERE CREATED AND PREPARED BY THE UNDERSIGNED FOR THE PURPOSE OF DEDICATING A NEW COUNTY RIGHT-OF-WAY TO THE PUBLIC.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. NO TITLE SEARCHES, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THE SURVEYOR FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY DEPICTED HEREIN.
5. COPIES OF, ADDITIONS OR DELETIONS TO THIS SURVEY BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
6. THE SURVEY DATUM SHOWN HEREIN INCLUDE: A RIGHT-OF-WAY SURVEY DRAWING BY BASKERVILLE-DONOVAN, INC. OF NOWAK DAIRY ROAD, PROJECT NUMBER 25851.19, DATED JANUARY, 2003; AND ON EXISTING FIELD MONUMENTATION.
7. STATE PLANE COORDINATES USED HEREIN ARE BASED ON THE FOLLOWING ESCAMBIA COUNTY SURVEY CONTROL MONUMENTS: "ESC 4031" N 579,988.400, E 1,072,897.000 AND "ESC 4032" N 579,587.050, E 1,071,255.340
8. THE ACCURACY OF MEASUREMENTS PERFORMED MEETS THE RELATIVE ERROR OF CLOSURE ALLOWED IN RURAL LAND AREAS.

Drawn By: M.K./ACAD	Project No.: 20030008
Date: May 8, 2003	Drawing No. L-4478
Field Book: L-420	Pages: 36, 37
Section, Township, Range: 29, 1-N, 31-W	
TYPE OF SURVEY: DESCRIPTION DRAWING	
Revisions:	Date:

ENGINEERING SERVICES
DEPARTMENT OF ENGINEERING, ESCAMBIA COUNTY, FLORIDA
Suite No. One, 1100 W. Leonard Street, Pensacola, Florida 32501-1118

Date of survey: 3/29/2003
Registered Land Surveyor No. 5878
State of Florida
The Description Drawing shown herein is true and correct and in accordance with the minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61017-0, Florida Administrative Code and Section 472.027, Florida Statutes.

sheet 1 of two
DWG. NO. L-4476



A DESCRIPTION SKETCH
 (NOT A BOUNDARY SURVEY)

RIGHT OF WAY ACQUISITION:

THAT PORTION OF TAX PARCEL NUMBER 36-1N-31-2000-000-000, AS RECORDED IN OFFICIAL RECORD BOOK 1630 AT PAGE 430, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED RIGHT OF WAY, AND CONTAINING 73,025 SQUARE FEET, MORE OR LESS.

RIGHT OF WAY ACQUISITION (NOWAK DAIRY ROAD):

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 88 DEGREES 04 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 791.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 04 MINUTES 04 SECONDS EAST ALONG SAID NORTH SECTION LINE A DISTANCE OF 555.08 FEET; THENCE DEPARTING THE NORTH LINE OF SAID SECTION, PROCEED SOUTH 03 DEGREES 39 MINUTES 56 SECONDS WEST A DISTANCE OF 561.83 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 5769.54 FEET, A CENTRAL ANGLE OF 03 DEGREES 57 MINUTES 19 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 01 DEGREES 41 MINUTES 16 SECONDS WEST, 398.20 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 398.29 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 00 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 146.32 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 304.79 FEET, A CENTRAL ANGLE OF 20 DEGREES 28 MINUTES 43 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 56 MINUTES 58 SECONDS WEST, 108.36 FEET; THENCE PROCEED SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 108.94 FEET TO A POINT OF TANGENCY; THENCE PROCEED SOUTH 20 DEGREES 11 MINUTES 19 SECONDS WEST A DISTANCE OF 56.36 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT OF WAY LINE OF HIGHWAY 97; THENCE PROCEED NORTH 40 DEGREES 13 MINUTES 28 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 57.50 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 20 DEGREES 11 MINUTES 20 SECONDS EAST A DISTANCE OF 27.97 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 254.79 FEET, A CENTRAL ANGLE OF 20 DEGREES 28 MINUTES 43 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 56 MINUTES 58 SECONDS EAST, 90.58 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.07 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 00 DEGREES 17 MINUTES 23 SECONDS WEST A DISTANCE OF 146.32 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 5819.54 FEET, A CENTRAL ANGLE OF 03 DEGREES 57 MINUTES 19 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 41 MINUTES 16 SECONDS EAST, 401.66 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 401.74 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 03 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 478.36 FEET; THENCE PROCEED NORTH 48 DEGREES 32 MINUTES 24 SECONDS WEST A DISTANCE OF 79.01 FEET; THENCE PROCEED NORTH 83 DEGREES 58 MINUTES 14 SECONDS WEST A DISTANCE OF 442.77 FEET TO THE POINT OF BEGINNING; CONTAINING 73,025 SQUARE FEET, MORE OR LESS. ALL LYING WITHIN SECTION 36 TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

RCD May 21, 2003 10:08 am
 Escambia County, Florida

ERNIE LEE MAGAHA
 Clerk of the Circuit Court
 INSTRUMENT 2003-098926

Drawn By: MLC/ACAD	Project No.: 20030000
Date: May 8, 2003	Drawing No.: L-4478
Field Book: L-430	Pages: 36, 37
Section, Township, Range: 25, T-1-N, R-31-W	
TYPE OF SURVEY: DESCRIPTION DRAWING	
Revision:	Date:

ENGINEERING SERVICES

DEPARTMENT OF ENGINEERING, ESCAMBIA COUNTY, FLORIDA
 Suite No. One, 1180 N. Leonard Street, Panama City, Florida 32501-1118

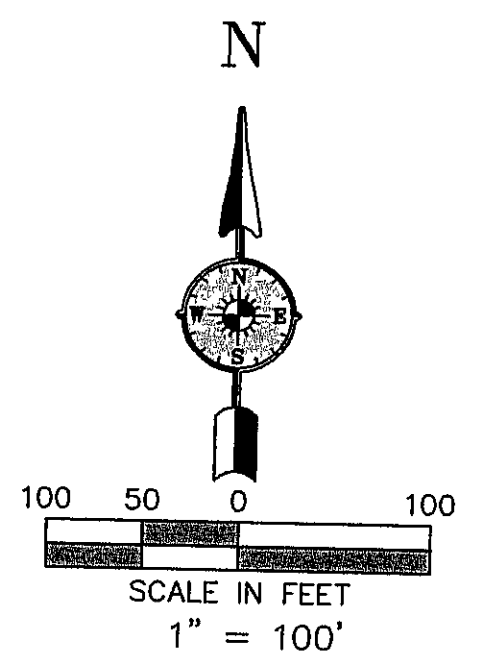
Date of survey: 3/29/2003

Registered Land Surveyor No. 5876 State of Florida

The Description Drawing shown herein is true and correct and is conforming with the minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 41017-8, Florida Administrative Code and Section 472.027, Florida Statutes.

sheet 2 of two
 DWG. NO. L-4476





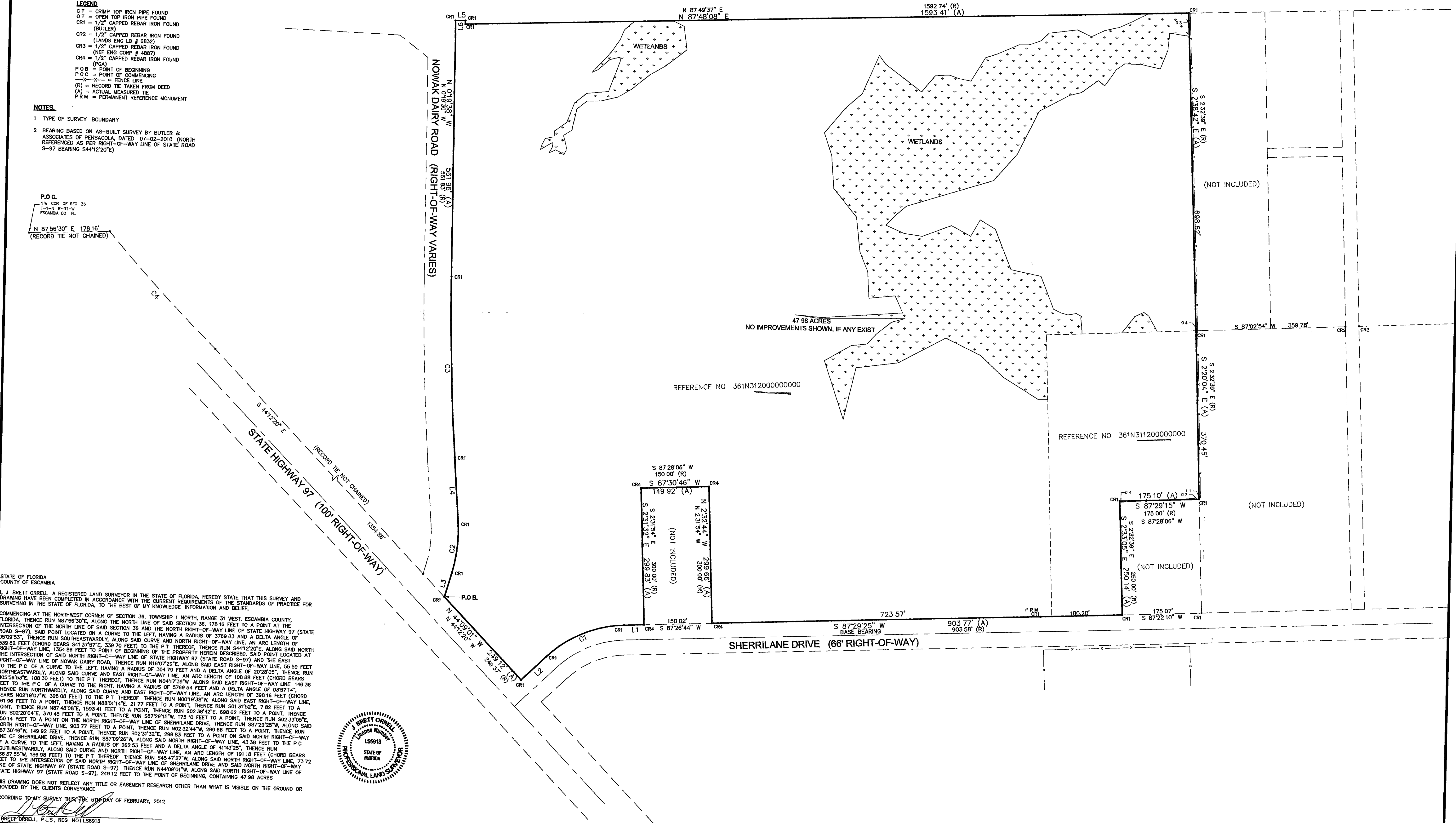
CURVE TABLE						
CURVE	CH BEARING	CH DIST	RADIUS	ARC LENGTH (A)	ARC LENGTH (R)	DELTA
C1	S 66°37'55" W	186.98'	262.53'	191.18'	191.10'	41°43'25"
C2	N 5°56'53" E	108.30'	304.79'	108.88'	108.94'	20°28'05"
C3	N 2°19'07" W	398.08'	5769.54'	398.16'	398.25'	3°57'14"
C4	S 41°37'57" E	339.70'	3769.83'	339.82'	339.82'	5°09'53"

LINE TABLE				
LINE	BEARING (A)	DISTANCE (A)	BEARING (R)	DISTANCE (R)
L1	S 87°09'26" W	43.38'	S 87°28'06" W	43.60'
L2	S 45°47'27" W	73.72'	S 45°46'49" W	50.00'
L3	N 16°07'29" E	55.59'	N 16°11'53" E	56.36'
L4	N 41°39'39" W	146.36'	N 41°49'49" W	146.32'
L5	N 88°01'14" E	21.77'	N 87°56'30" E	21.81'
L6	S 1°31'52" E	7.82'	S 1°05'50" E	7.89'

- LEGEND**
- CT = CRIMP TOP IRON PIPE FOUND
 - OT = OPEN TOP IRON PIPE FOUND
 - CR1 = 1/2" CAPPED REBAR IRON FOUND (BUTLER)
 - CR2 = 1/2" CAPPED REBAR IRON FOUND (LANDS ENG LB # 6832)
 - CR3 = 1/2" CAPPED REBAR IRON FOUND (NEF ENG CORP # 4887)
 - CR4 = 1/2" CAPPED REBAR IRON FOUND (PGA)
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCING
 - X-X- = FENCE LINE
 - (R) = RECORD TAKEN FROM DEED
 - (A) = ACTUAL MEASURED THE
 - PRM = PERMANENT REFERENCE MONUMENT

- NOTES**
1. TYPE OF SURVEY BOUNDARY
 2. BEARING BASED ON AS-BUILT SURVEY BY BUTLER & ASSOCIATES OF PENSACOLA, DATED 07-02-2010 (NORTH REFERENCED AS PER RIGHT-OF-WAY LINE OF STATE ROAD S-97 BEARING S44°12'20"E)

P.O.C.
 NW COR. OF SEC 36
 T-1-N, R-31-W
 ESCAMBIA CO. FL.
 N 87°56'30" E 178.16'
 (RECORD TIE NOT CHAINED)



STATE OF FLORIDA
 COUNTY OF ESCAMBIA

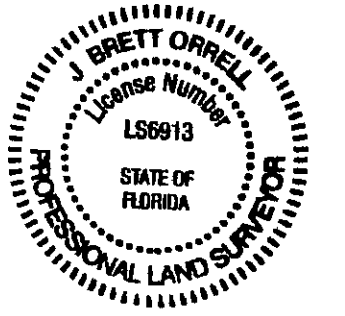
I, J. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA, HEREBY STATE THAT THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN N87°56'30"E, ALONG THE NORTH LINE OF SAID SECTION 36, 178.16 FEET TO A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 AND THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 97 (STATE ROAD S-97), SAID POINT LOCATED ON A CURVE TO THE LEFT, HAVING A RADIUS OF 3769.83 FEET AND A DELTA ANGLE OF 03°09'53", THENCE RUN SOUTHEASTWARDLY, ALONG SAID CURVE AND NORTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 339.82 FEET (CHORD BEARS S41°37'57" E, 339.70 FEET) TO THE P.T. THEREOF, THENCE RUN S44°12'20"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1354.88 FEET TO POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, SAID POINT LOCATED AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 97 (STATE ROAD S-97) AND THE EAST RIGHT-OF-WAY LINE OF NOWAK DAIRY ROAD, THENCE RUN N16°07'29"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 55.59 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 304.79 FEET AND A DELTA ANGLE OF 20°28'05", THENCE RUN N05°09'53" E, 108.30 FEET) TO THE P.T. THEREOF, THENCE RUN N04°17'39" W, ALONG SAID EAST RIGHT-OF-WAY LINE, 146.36 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 5769.54 FEET AND A DELTA ANGLE OF 03°57'14", THENCE RUN N02°19'07" W, 398.08 FEET) TO THE P.T. THEREOF, THENCE RUN N00°19'38" W, ALONG SAID EAST RIGHT-OF-WAY LINE, 561.98 FEET TO A POINT, THENCE RUN N02°38'42" E, 698.62 FEET TO A POINT, THENCE RUN S02°33'05" E, NORTH RIGHT-OF-WAY LINE, 903.77 FEET TO A POINT, THENCE RUN S02°32'44" W, 299.66 FEET TO A POINT, THENCE RUN S87°29'25" W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF SHERRILANE DRIVE, THENCE RUN S87°29'25" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 43.38 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 262.53 FEET AND A DELTA ANGLE OF 41°43'25", THENCE RUN S86°37'55" W, 186.98 FEET) TO THE P.T. THEREOF, THENCE RUN S45°47'27" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 73.72 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF SHERRILANE DRIVE AND SAID NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 97 (STATE ROAD S-97), THENCE RUN N44°01'14" E, ALONG SAID NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 97 (STATE ROAD S-97), 249.12 FEET TO THE POINT OF BEGINNING, CONTAINING 47.98 ACRES.

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE.

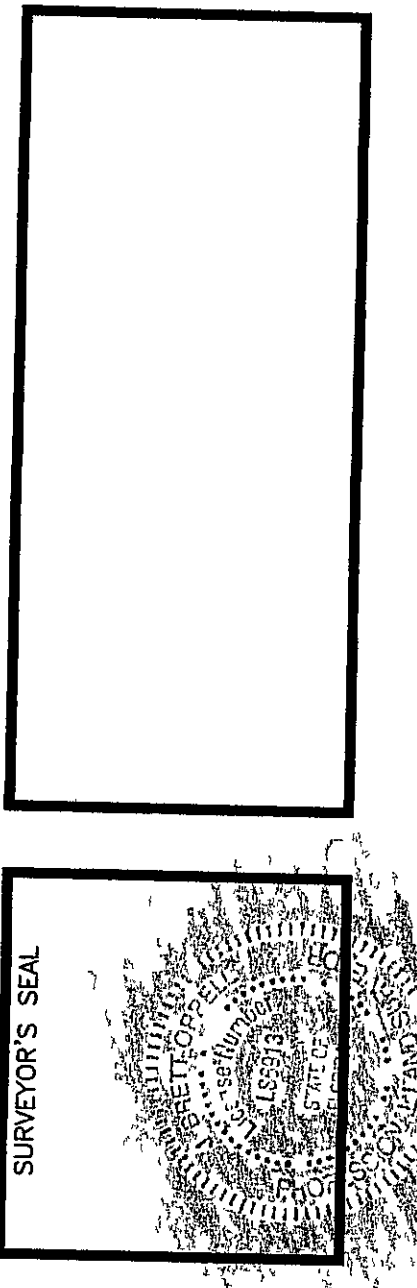
ACCORDING TO MY SURVEY THIS THE 5TH DAY OF FEBRUARY, 2012.

J. BRETT ORRELL, P.L.S., REG. NO. LS6913



BOUNDARY SURVEY
 CANTONMENT, FL.

POLY SURVEYING ENGINEERING
 MISSISSIPPI
 588 JACKSON RD
 PHONE (228)265-2343
 PHONE (251)866-2710
 FAX (251)866-1792
 E-MAIL: MAIL@POLYSURVEYING.COM
 URL: WWW.POLYSURVEYING.COM



REVISIONS

BOUNDARY	02-26-2013
DATE	02-05-2013
DATE SURVEYED	02-04-2013
SCALE	1"=100'
FILE	1301-091
S-	(43)
DRAWN BY	T.D.F.

SHEET NO
 1/1



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: 4-1-13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 22013-004

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: T. S. Mouti

*Address: 25606 Overlook Dr. *City, State, Zip: Loxley AL 36551

Email Address: tj@qcsaudi.com Phone: 251-379-6175

Please indicate if you:

[X] 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 and granted uniform time to speak (normally 3 – 5 minutes).
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. 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.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-004

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: VINCE LALOSTE

*Address: 1750 WINTERBURY ST *City, State, Zip: MOBILE AL 36695

Email Address: vince@polysurveying.com Phone: 251-379-0716

Please indicate if you:

[x] 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

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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4-1-13

Rezoning Quasi-judicial Hearing

OR

Regular Planning Board Meeting

Rezoning Case #: _____

Agenda Item Number/Description:

X In Favor _____ Against

Z-2013-04

*Name: Brett Orrell

*Address: 5588 Jackson Rd. *City, State, Zip: Mobile, AL 36619

Email Address: brett@polysurveying.com Phone: 251-666-2010

Please indicate if you:

[X] 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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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.
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7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



BOARD OF COUNTY COMMISSIONERS
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: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor [X] Against

*Name: RON ROUGEAN

*Address: 2684 Sandicrest Dr *City, State, Zip: Cantonment FL 32533

Email Address: _____ Phone: 850-477-6711

Please indicate if you:

[X] 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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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.
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BOARD OF COUNTY COMMISSIONERS
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: 01 APR 13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: CARTER GRANAT

*Address: 697 Pinebrook Circle *City, State, Zip: Cantonment FL 32533

Email Address: Carter.Granat@navy.mil Phone: 850-206-8138

Please indicate if you:

[checked] 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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ESCAMBIA COUNTY, FLORIDA

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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: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor X Against

*Name: James E. Wells

*Address: 2663 Sherrilane Dr *City, State, Zip: Cantonment Fla 32533

Email Address: Phone: 850-474-4006

Please indicate if you:

[X] 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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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: 4/1/13

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2013-04

OR

Agenda Item Number/Description:

In Favor X Against

*Name: Jeanne Henderly

*Address: 2715 Sherrilane Dr. *City, State, Zip: Cantonment

Email Address: Phone: 478-6054

Please indicate if you:

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Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2013-04

OR

Agenda Item Number/Description:

In Favor X Against

*Name: Richard "Dicky" Moyer

*Address: 2872 Sherrilane Dr. *City, State, Zip: Cantonment, FL 32533

Email Address: rmoyle@panhandle.rr.com Phone: 850-679-4252

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/11/2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: BLAKE GOODWIN

*Address: 2710 SANDILEST DR. *City, State, Zip: Cantonment, FL 32533

Email Address: Phone: 850-479-3864

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2013-04 OR

Agenda Item Number/Description: _____

_____ In Favor [checked] Against _____

*Name: JOHN MARKOWITZ

*Address: 725 PINEBROOK CIRCLE *City, State, Zip: GANTONMENT FL

Email Address: jmarkowitz@duwf.edu Phone: 982-3401

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 2/1/13

Rezoning Quasi-Judicial Hearing

Rezoning Case #: 22013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: Ramani Cantrell

*Address: 2539 Sherrilane Dr *City, State, Zip: Cantonment, FL

Email Address: Phone:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/11/13

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 2-2013-04 OR

Agenda Item Number/Description:

In Favor [checked] Against

*Name: John C. Mason Jr.

*Address: 2719 SANDICREST DRIVE *City, State, Zip: CANTONMENT, FLA 32533

Email Address: Phone: 484-8962

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor X Against

*Name: Peter C. Hurd

*Address: 2662 Shoreland Dr *City, State, Zip: Cantonment, FL 32533

Email Address: Phone: 736-9373

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Escambia County Planning Board
Public Hearing
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Please Print Clearly

Meeting Date: 11/1/13
Rezoning Quasi-judicial Hearing OR Regular Planning Board Meeting
Rezoning Case #: Z-2013-04 Agenda Item Number/Description:
In Favor [X] Against

*Name: Karl F. Henderly

*Address: 2415 Sherrilane Dr. *City, State, Zip: Cantonment, FL 32533

Email Address: KHenderly@live.com Phone: 4178-6054

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: _____

OR

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Dominique Hudgens

*Address: 2700 Sherrilane Dr *City, State, Zip: Contonment, FL 33513

Email Address: _____ Phone: (850) 499-5123

- Please indicate if you:
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Escambia County Planning Board
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Speaker Request Form

Please Print Clearly

Meeting Date: 1 April

Rezoning Quasi-judicial Hearing

Rezoning Case #: R-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: William Thompson

*Address: 2612 SHERRICANE DR *City, State, Zip: Cantonment, FL, 32533

Email Address: wthompson3@panhandle.or.com Phone: 477-8609

Please indicate if you:

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DID NOT
SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4/1/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-04

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor Against

*Name: Judi Browning

*Address: 2690 Sandicrest Dr. *City, State, Zip: Cantonment, FL 32533

Email Address: _____ Phone: 850-411-3737

Please indicate if you:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4154

Growth Management Report 10.2.

BCC Regular Meeting

Public Hearing

Meeting Date: 05/02/2013

Issue: 5:45 p.m. - Amendment to the Official Zoning Map

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

5:45 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 April 1, 2013, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2013-04 was heard by the Planning Board on April 1, 2013. 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 Ordinance is coordinated with the County Attorney's Office, the Development Services Department and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES (1999), THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING ARTICLE 6, SECTION 6.02.00, 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 (1999), the Land Development Code of Escambia County, Florida, as amended: Article 6, Section 6.02.00, 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-2013-04
Address:	2842 Nowak Dairy Road
Property Reference No.:	36-1N-31-2000-000-000 36-1N-31-1200-000-000
Property Size:	43 (+/-) acres
From:	VAG-2, Villages Agriculture Districts, Gross Density (one dwelling unit per five acres)
To:	V-2, Villages Single-Family Residential, Gross Density (two units per 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 (2012); 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 _____, 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4247

Growth Management Report 10.1.

BCC Regular Meeting

Action

Meeting Date: 05/02/2013

Issue: Correction to an At-Large Reappointment to the Escambia County Planning Board

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning a Correction to an At-Large Reappointment to the Escambia County Planning Board

That the Board amend its action of April 2, 2013, to correct the effective dates of David Woodward's reappointment to April 16, 2013, through April 15, 2015.

BACKGROUND:

On the recommendation for the reappointment of David Woodward there was a scrivener's error in the effective dates which should be April 16, 2013 through April 15, 2015.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with the LDC Article 2 Section 2.12.02, the Board of County Commissioners approval is required for all appointments/reappointments to the Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon appointment of the at-large member by the Board, the appointee will serve the required terms of office and fulfill the duties of their respective board membership.

Attachments

Resume

THE LAW OFFICES OF DAVID LUTHER WOODWARD, P. A.
*International and Domestic Representation
Transactions • Litigation • Appeals • Financial Distress*

DAVID LUTHER WOODWARD
*B.A., J.D. (Florida State University) • LL.M. (University of London)
Florida • Oklahoma • Texas*

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February 5, 2013

Kayla Meador
Senior Office Support Assistant
Development Services

RE Planning Board Member at Large

Dear Ms. Meador

This will acknowledge the notification regarding application for reappointment—which I certainly wish to do.

I was pleased to contribute a procedural improvement to the handling of cases while on the Board. This arises from my experience as a trial lawyer. At my recommendation a summary procedure for the speedy and efficient handling of non-contentious cases has seemed to worked well, and seems to have been accepted. I also think that my 40+ years experience as a trial lawyer—not only in the courts of general jurisdiction but also in administrative law—have brought a component to the Board that it did not have.

My tenure, although short, on the Board has been most enlightening, and it has been a pleasure to serve the people of Escambia County in this position. I am attaching as an exhibit my résumé which has not changed in any substantial matter.

Always sincerely

/s/ *David L. Woodward*

David Luther Woodward



dlw/me



David Luther Woodward

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Pensacola, Florida 32507

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ACCOMPLISHMENTS

David Luther Woodward was educated in the public schools of Alabama, Georgia and Florida, earned his undergraduate and professional law degrees at The Florida State University at Tallahassee, and did post-professional studies at the London School of Economics. A lawyer admitted to practice in Florida, Oklahoma and Texas, he has practiced in each of those states.

A mature practitioner, the biographee, upon his admission to the practice of law, worked for not only the federal government, but also for the governments of two states, where he served not only in professional, but also management capacities. His further experience includes large and small firm practice, criminal and civil, international and domestic, office and courtroom.

An accomplished journalist, he worked his way through undergraduate school as a writer, photographer, and editor for the Tallahassee *Democrat*, and subsequent to earning his bachelor of arts he worked as an industrial engineer providing data for business decisions for a primary defense contractor in the airframe industry.

EMPLOYMENT

Sole Practitioner **2002-present**
The Law Offices of David Luther Woodward, P. A. Pensacola, Florida

Civil, commercial, business, and real property practice including professional malpractice litigation; commercial and international representation in transactions and litigation, appeals, bankruptcy representation and litigation, admiralty and private international law; trained and qualified mediator/arbiter in civil, commercial, business, real property, personal injury, bankruptcy (debtor and creditor) and private international law matters

Lawyer/of counsel **1998-2001**
Reeves and Davis Pensacola, Florida

Civil, commercial, business, and real property practice including professional malpractice litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation, admiralty and private international law; trained and qualified mediator/arbiter in civil, commercial, business, real property, personal injury, bankruptcy (debtor and creditor) and private international law matters.

Lawyer/Managing Counsel **1997-1998**
Bond & Botes, P. C. Pensacola, Florida

A volume private practice limited to the representation of individual clients in consumer Chapter 7 and 13 bankruptcy proceedings in the United States Bankruptcy Court for the Northern District of Florida..

Responsibilities: Management of Pensacola office of a multi-state firm with offices in Alabama, Mississippi and North Carolina the practice of which is limited to the representation of persons in financial distress and who may be likely candidates for bankruptcy relief. The Pensacola office involved the supervision of one other Florida lawyer, an office business manager, two paralegal technicians and a receptionist/scheduler. Employee relations, client relations, and the "hands-on" management of the business and professional work-load and -flow situations constituted the responsibilities beyond that of practicing law including advising clients of their lawful options and representing them thereafter in court.

Lawyer/Of Counsel**1985-1997**

The Law Offices of David Luther Woodward

Dallas, Texas

Private practice incorporating mediation and arbitration, including *Of Counsel* affiliations with Bennett & Kurtzman, 1991-93; Sapp & Madden, Dallas and Austin, 1991; Guest & Associates, 1990-91; Brice & Barron, 1985-86.

Responsibilities: Civil, commercial, business, real property and personal injury practice including professional malpractice litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation (debtor, creditor and trustee representation), admiralty and private international law; trained and qualified mediator/arbitrator in civil, commercial, business, real property, personal injury, bankruptcy (debtor and creditor) and private international law matters.

Lawyer**1983-84**

Jones, Gungoll, Jackson, Collins & Dodd

Enid, Oklahoma

Responsibilities: Civil, commercial, business, real property and personal injury practice including professional malpractice litigation; commercial and international representation in transactions and private international law.

Appellate Public Defender/State of Oklahoma**1980-81**

Appellate Public Defendant Project

Norman, Oklahoma

University of Oklahoma College of Law

State Appellate Public Defender/Visiting Instructor (joint appointment)

Responsibilities: Appellate Public Defender for and Special Counsel to the Appellate Public Defender Project, Oklahoma Center for Criminal Justice, establishing, managing and directing the activities of the office of the state appellate public defender with a joint university appointment teaching courses in advanced appellate advocacy.

Lawyer/Sole Practice**1974-80**The Law Offices of David Luther Woodward, Chartered
a professional corporation

Tampa, Florida

successor to The Law Offices of Rose & Woodward, Chartered

Responsibilities: Civil, commercial, business, real property and personal injury practice including litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation admiralty and private international law.

Lawyer**1973-74**The Law Offices of Rose & Woodward, Chartered
a professional corporation

Tampa, Florida

Responsibilities: Civil, commercial, business, real property and personal injury practice including litigation; commercial and international representation in transactions and litigation, bankruptcy representation and litigation admiralty and private international law.

Assistant Attorney General/State of Florida**1971-73**

Office of the Attorney General

Tampa, Florida

Department of Legal Affairs

The State of Florida

Responsibilities: Representation of The State of Florida in criminal appeals, federal litigation and prosecutions in administrative proceedings for state regulatory agencies.

Trial Attorney/General**1970**

Office of the General Counsel

Washington, D.C.

United States Department of Agriculture

Responsibilities: Trial Attorney General for the Regulatory Division, U. S. Department of Agriculture, prosecuting law proceedings under the Acts of Congress which are in the charge of the Department.

Industrial Engineer/Product Labor Analyst
Lockheed-Georgia Company

1965-1968
Marietta, Georgia

Responsibilities: Industrial engineer and product labor analyst involved with costs analyses and labor/hour projections for airframe projects including the C130, C141, C5 and the military JetStar as well as their civilian applications, the Lockheed 1011 and civilian JetStar, and the shared cost design parameters for the Boeing 747. Specific duties included direct estimation of flight test expenses in terms of labor/hours and dollars, as well as costs for PARMODS and retro-fits for international military sales. Employment included intelligence clearances.

Junior Executive Trainee
Rich's, Inc.

1967
Atlanta, Georgia

Responsibilities: Training program for college graduates leading to merchandising position and personnel and service positions within dominant Southeastern retailer.

Photograph/Writer/Section Editor
The Tallahassee *Democrat*

1961-65
Tallahassee, Florida

Responsibilities: Part- and full-time employment during undergraduate educational career including sports, spot news, society and political coverage for general circulation daily newspaper serving Tallahassee and a significant portion of North Florida. Over the period of time duties changed to include editing Sunday magazine and writing feature stories. Received awards for both photographic and written coverage of breaking events including Hurricane Donna.

EDUCATION

Master of Laws
London School of Economics and Political Science
University of London

1982
London, England

Field of Study: International commercial law and comparative constitutional law.

Activities: Involved in organization for foreign students and appeared to discuss comparative law subjects on the BBC.

Juris Doctor
The College of Law
The Florida State University

1967-69
Tallahassee, Florida

Major: Second and third years of degree program leading to *Juris Doctor*

Activities: Involved in moot court competition, founding member and clerk of the Terrell Chapter of Phi Alpha Delta Law Fraternity

The Lamar School of Law
Emory University

1966-67
Atlanta, Georgia

Major: Freshman law year.

Bachelor of Arts
The College of Arts and Sciences
The Florida State University

1961-65
Tallahassee, Florida

Double Major: Economics and Music

Double Minor: Business and Mediæval to 17th Century English literature

Activities: Part- and full-time employment during undergraduate educational career including sports, spot news, society and political coverage for general circulation daily newspaper serving Tallahassee and a significant portion of North Florida. Over the period of time duties changed to include editing Sunday

magazine and writing feature stories. Received awards for both photographic and written coverage of breaking events including Hurricane Donna.

Carey College
Freshman year (1960-61)

Hattiesburg, Mississippi

Major: College preparatory school: Music

Minor: None declared

PUBLICATIONS

- *A day in Crown Court*, 47 Fla.B.J. 291 (1973)
- *The argument for oral argument*, 52 Okla.B.J. 767 (1981)
- Book review: *Eyewitness Testimony*, by Loftus, 34 Okla.L.Rev. 205 (1981)
- *A day in the Court of Justice of the European Communities*, 54 Okla.B.J.1101 (1983)
- With Butler: *The American contingency fee--fact and fiction*, 80 Law Society's [of England and Wales] Gazette 917 (1983)
- *Reciprocal recognition and enforcement of civil judgments in the United States, the United Kingdom and the European Economic Community*, 8 N.C.J.Int'l L &Com.Reg. 299 (1983)

SKILLS

- Negotiator, arbiter, mediator and litigator
- Skilled technical, legal and journalistic writer and researcher
- Accomplished in computer applications including programming
- Experienced in costs analyses and budgeting
- Office manager

REFERENCES

- Stephen C. Cheeseman, esquire
701 South Howard Avenue, Suite 202
Tampa, Florida 33606-2473
Telephone +1 (813) 223-4007
- Mr. Frank M. McLaughlin III
The MaxSearch Companies
3525 Turtle Creek Boulevard
Dallas, Texas 75219
Telephone +1 (214) 599-0171

COMMUNITY

- Member, Citizens Advisory Committee to the Florida/Alabama Transportation Organization, September 2005 through April 2012; Chairman, 2009-2012
- Member, Escambia County Planning Board, 2012-2013

DAVID LUTHER WOODWARD
BIBLIOGRAPHY OF REPORTED¹ APPELLATE CASES

September 12, 2007

1. †L. O. WARD and MYRA WARD, Plaintiffs-Appellants, v. UNITED STATES OF AMERICA, Defendant-Appellee, N° 81-1849, UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT, 695 F.2d 1351; 83-1 U.S. Tax Cas. (CCH) P9110; 51 A.F.T.R.2d (P-H) 406; 75 Oil & Gas Rep. 639, December 20, 1982
2. †IN RE: CHARRINGTON WORLDWIDE ENTERPRISE, INC., d/b/a KEPPIE TRAVEL BUREAU, Debtor. AIRLINES REPORTING CORPORATION, Appellant, v. CHARRINGTON WORLDWIDE ENTERPRISE, INC., d/b/a KEPPIE TRAVEL BUREAU, Appellee, Case N° 89-603-CIV-T-17, UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, 110 Bankr. 973; 1990 U.S. Dist. LEXIS 1372, February 2, 1990
3. †In re: CHARRINGTON WORLDWIDE ENTERPRISES, INC., d/b/a KEPPIE TRAVEL BUREAU, Debtor, Case N° 88-7619-8P1, UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, 98 Bankr. 65; 1989 Bankr. LEXIS 449; Bankr. L. Rep. (CCH) P72,872, March 7, 1989, Decided
4. Alex BARTON, Petitioner, v. STATE of Florida, Respondent., N° 43702, Supreme Court of Florida., 291 So.2d 586, March 13, 1974.
5. STATE of Florida, Petitioner, v. Cullen DAVIS, Respondent., N° 43874, Supreme Court of Florida., 290 So.2d 30, February 13, 1974.
6. Jimmy Jack HOLMES and William Stafford Allison, Petitioners, v. STATE of Florida, Respondent., N° 42069, Supreme Court of Florida., 273 So.2d 753, December 20, 1972.
7. †LARRY EUGENE MOSER, Appellant, v. LINDA B. DAVIS, Appellee, N° 78-378, Court of Appeal of Florida, Second District, 364 So.2d 521, November 15, 1978
8. †GENE R. KIRKLAND and GOVERNMENT EMPLOYEES INSURANCE COMPANY, a foreign corporation, Appellants, v. CONNIE GAIL JOHNSON, Appellee. AND WALTER AHEDO and EMMCO INSURANCE COMPANY, a foreign corporation, Appellants, v. CONNIE GAIL JOHNSON, Appellee, N° 76-996 N° 76-1109, DISTRICT COURT OF APPEAL OF FLORIDA SECOND DISTRICT, 346 So.2d 132, May 25, 1977; Rehearing Denied June 15, 1977.
9. †IN RE: The Estate of FLOSSIE L. NUNNELLEY, deceased. FRANK V. NUNNELLEY, Appellant, v. FLOYD L. SLOAN, *et al.*, Appellees, N° 76-1070, Court of Appeal of Florida, Second District, 343 So.2d 657, March 4, 1977, Rehearing Denied April 4, 1977.
10. Charles Edward HARDER, Appellant, v. Joanne Marie HARDER, Appellee, N° 74-1041, District Court of Appeal of Florida, Second District, 331 So.2d 341, April 14, 1976

11. Eugene HESS, Appellant, v. STATE of Florida, Appellee, N° 73-170, Court of Appeal of Florida, Second District, 309 So.2d 606, March 7, 1975, Rehearing Denied April 7, 1975.

12. †ALLSTATE INSURANCE COMPANY, an Illinois Corporation, for the use and benefit of Vincent Di Nova and Northgate Chrysler-Plymouth, Inc., a Delaware Corporation, Appellants, v. Detlof Oliver LOFSTRUM *et al.*, Appellees, N° 74-730, District Court of Appeal of Florida, Second District, 307 So.2d 458, February 12, 1975.

13. †GENERAL FIRE & CASUALTY COMPANY and Aircraft Service International, Inc., Appellants, v. FIRST NATIONAL BANK OF TAMPA as Guardian of the property of Mario Stasio *et al.*, Appellees, N° 74-271, Court of Appeal of Florida, Second District, 306 So.2d 193, January 22, 1975

14. Ray D. SMITH, Appellant, v. STATE of Florida, Appellee, N° 72-593, Court of Appeal of Florida, Second District, 305 So.2d 876, November 20, 1974

15. Danny MORGAN, Appellant, v. STATE of Florida, Appellee. Charles Daniel GASKIN, Appellant, v. STATE of Florida, Appellee, Nos. 73-172 and 73-344, District Court of Appeal of Florida, Second District, 303 So.2d 393, November 6, 1974.

16. Paul O. SHAFFER, Jr., Appellant, v. STATE of Florida, Appellee, N° 73-86, District Court of Appeal of Florida, Second District, 295 So.2d 677, May 22, 1974.

17. Joseph GOLPHIN, Appellant, v. STATE of Florida, Appellee, Nos. 73-196, 73-197 and 73-376, District Court of Appeal of Florida, Second District, 293 So.2d 755, April 17, 1974.

18. †The NATIONAL REFERENCE SOCIETY, INC., a corporation, Appellant, v. FEDERATED CREDIT CORPORATION, a corporation, Appellee, N° 72-816, District Court of Appeal of Florida, Second District, 291 So.2d 648, March 15, 1974.

19. George H. PLATT, Appellant, v. STATE of Florida, Appellee. Dennis HUMPHRIES, Appellant, v. STATE of Florida, Appellee, Nos. 72-655, 72-545, District Court of Appeal of Florida, Second District, 291 So.2d 96, March 6, 1974.

20. Ira G. DUNCAN, Appellant, v. STATE of Florida, Appellee, N° 72-489, District Court of Appeal of Florida, Second District, 291 So.2d 241, March 1, 1974.

21. Artie C. HENRY, Appellant, v. STATE of Florida, Appellee, N° 73-265, District Court of Appeal of Florida, Second District, 290 So.2d 73, February 20, 1974.

22. Lonnie B. FACION, Appellant, v. STATE of Florida, Appellee, N° 72-669, District Court of Appeal of Florida, Second District, 290 So.2d 75, February 20, 1974.

23. STATE of Florida, Appellant, v. Scot H. DOUGLAS, Appellee, N° 73-356, District Court of Appeal of Florida, Second District, 290 So.2d 494, February 20, 1974.

24. William George NETTLES, Appellant, v. STATE of Florida, Appellee. Harold Ward BURR, Appellant, v. STATE of Florida, Appellee, Nos. 73-417, 72-511, District Court of Appeal of Florida, Second District, 293 So.2d 378, February 15, 1974.
25. Robert W. HENDERSON, Petitioner, v. Louie L. WAINWRIGHT, Director, Division of Corrections, Respondent., N° 72-944, District Court of Appeal of Florida, Second District, 300 So.2d 274, February 6, 1974.
26. Ronald Roger BRUNEAU, Appellant, v. STATE of Florida, Appellee, N° 72-64, District Court of Appeal of Florida, Second District, 289 So.2d 470, January 30, 1974.
27. Jessie D. BERRY, Jr., Appellant, v. STATE of Florida, Appellee, N° 72-274. District Court of Appeal of Florida, Second District, 286 So.2d 581, December 14, 1973.
28. Charles Arthur GELIS, Appellant, v. STATE of Florida, Appellee, N° 72-565. District Court of Appeal of Florida, Second District, 287 So.2d 368, December 12, 1973.
29. Terry Lane HARRIS, Appellant, v. STATE of Florida, Appellee, N° 72-684, District Court of Appeal of Florida, Second District, 286 So.2d 32, November 14, 1973.
30. Leonard EDWARDS, Appellant, v. STATE of Florida, Appellee, N° 73-178, District Court of Appeal of Florida, Second District, 284 So.2d 245, October 26, 1973.
31. William L. BUTTS, Jr., Appellant, v. STATE of Florida, Appellee, N° 72-732, District Court of Appeal of Florida, Second District, 286 So.2d 28, October 24, 1973.
32. Arthur MILLINER, Appellant, v. STATE of Florida, Appellee, N° 72-129, District Court of Appeal of Florida, Second District, 284 So.2d 231, October 24, 1973.
33. Sidney J. TILLMAN, Jr., Appellant, v. STATE of Florida, Appellee, N° 72-437, District Court of Appeal of Florida, Second District, 287 So.2d 693, October 3, 1973.
34. Walter Ladd NAMOSKE, Appellant, v. STATE of Florida, Appellee, N° 72-696, District Court of Appeal of Florida, Second District, 283 So.2d 113, September 28, 1973.
35. Michael W. DAVIS, Appellant, v. STATE of Florida, Appellee, N° 73-61, District Court of Appeal of Florida, Second District, 298 So.2d 503, September 26, 1973.
36. Ronald W. MATLOCK, Appellant, v. STATE of Florida, Appellee, N° 72-476, District Court of Appeal of Florida, Second District, 284 So.2d 489, September 14, 1973.
37. Gerald Warren WHITED, Appellant, v. STATE of Florida, Appellee, N° 72-600. District Court of Appeal of Florida, Second District, 283 So.2d 146, September 14, 1973.
38. Joseph FILER, Appellant, v. STATE of Florida, Appellee, N° 72-615, District Court of Appeal of Florida, Second District, 285 So.2d 669, September 12, 1973.

39. Constance M. TUCKER, Appellant, v. STATE of Florida, Appellee, N° 71-386, District Court of Appeal of Florida, Second District, 283 So.2d 128, September 12, 1973.
40. Namon D. PAIGE, Appellant, v. STATE of Florida, Appellee, N° 73-122, District Court of Appeal of Florida, Second District, 282 So.2d 192, September 7, 1973.
41. Kevin D. HAVERTY, Appellant, v. STATE of Florida, Appellee, N° 72-537, District Court of Appeal of Florida, Second District, 282 So.2d 195, September 7, 1973.
42. Leola CRUM, Appellant, v. STATE of Florida, Appellee, N° 72-409, District Court of Appeal of Florida, Second District, 281 So.2d 368, August 15, 1973.
43. John HARGROVE, Appellant, v. STATE of Florida, Appellee, N° 73-34, District Court of Appeal of Florida, Second District, 281 So.2d 390, August 15, 1973.
44. Clayton MYRICK, Appellant, v. STATE of Florida, Appellee, N° 72-381, District Court of Appeal of Florida, Second District, 281 So.2d 923, August 15, 1973.
45. Willis Earl YOUNGBLOOD, Appellant, v. STATE of Florida, Appellee, N° 71-888, District Court of Appeal of Florida, Second District, 281 So.2d 230, August 8, 1973.
46. Ray D. SMITH, Appellant, v. STATE of Florida, Appellee, N° 72-593, District Court of Appeal of Florida, Second District, 282 So.2d 179, August 3, 1973.
47. Leslie D. HORTON, Appellant, v. STATE of Florida, Appellee, N° 73-269, District Court of Appeal of Florida, Second District, 281 So.2d 387, August 1, 1973.
48. Jessie L. MYLES, Appellant, v. STATE of Florida, Appellee, N° 73-158, District Court of Appeal of Florida, Second District, 280 So.2d 516, July 20, 1973.
49. Willie HARRIS, Appellant, v. STATE of Florida, Appellee, N° 72-995, District Court of Appeal of Florida, Second District, 279 So.2d 892, July 11, 1973.
50. Otis James WRIGHT, Appellant, v. STATE of Florida, Appellee, N° 72-681, District Court of Appeal of Florida, Second District, 279 So.2d 70, June 8, 1973.
51. STATE of Florida, Appellant, v. Anthony E. GALLO, Appellee. STATE of Florida, Appellant, v. Richard KRANZ, Appellee, Nos. 72-896, 72-897, District Court of Appeal of Florida, Second District, 279 So.2d 71, June 8, 1973.
52. Frank Wilson WHITEHEAD, Appellant, v. STATE of Florida, Appellee, N° 72-522, District Court of Appeal of Florida, Second District, 279 So.2d 99, June 8, 1973.
53. Raymond W. KARZ, Appellant, v. STATE of Florida, Appellee, N° 71-707, District Court of Appeal of Florida, Second District, 279 So.2d 383, June 8, 1973.
54. Samuel WILCHER, Appellant, v. STATE of Florida, Appellee, N° 72-220, District Court of Appeal of Florida, Second District, 277 So.2d 562, May 23, 1973.

55. Armando HERNANDEZ, Appellant, v. STATE of Florida, Appellee, N° 72-212, District Court of Appeal of Florida, Second District, 278 So.2d 307, May 11, 1973.
56. Charles E. CARMEN, Appellant, v. STATE of Florida, Appellee, N° 72-235, District Court of Appeal of Florida, Second District, 289 So.2d 51, April 27, 1973.
57. James H. STEPHENS, Appellant, v. STATE of Florida, Appellee, N° 72-493, District Court of Appeal of Florida, Second District, 276 So.2d 55, April 13, 1973.
58. Robert L. McCAIN, Appellant, v. STATE of Florida, Appellee, Nos. 71-15, 71-16, District Court of Appeal of Florida, Second District, 275 So.2d 596, April 4, 1973.
59. Ralph HOPKINS, Appellant, v. STATE of Florida, Appellee, N° 72-400, District Court of Appeal of Florida, Second District, 275 So.2d 597, April 4, 1973.
60. James WHITE *et al.*, Appellants, v. The STATE of Florida, Appellee, N° 72-457, District Court of Appeal of Florida, Second District, 273 So.2d 782, March 2, 1973.
61. Charles J. WILLIAMSON, Jr., Appellant, v. STATE of Florida, Appellee, N° 72-456, District Court of Appeal of Florida, Second District, 273 So.2d 784, March 2, 1973.
62. Richard (Dick) STONE, as Secretary of State of the State of Florida, Petitioner, v. Bruce J. FLETCHER, Respondent., N° R-449, District Court of Appeal of Florida, First District, 276 So.2d 514, February 27, 1973.
63. John H. WALSINGHAM, Appellant, v. STATE of Florida, Appellee, N° 72-521, District Court of Appeal of Florida, Second District, 272 So.2d 215, January 26, 1973.
64. Cullen DAVIS, Appellant, v. STATE of Florida, Appellee, N° 72-346, District Court of Appeal of Florida, Second District, 276 So.2d 846, January 5, 1973.
65. John William MARSHALL *et al.*, Appellants, v. STATE of Florida, Appellee, N° 72-291, District Court of Appeal of Florida, Second District, 273 So.2d 412, January 5, 1973.
66. Donald Lee COOK, Appellant, v. STATE of Florida, Appellee, N° 71-922, District Court of Appeal of Florida, Second District, 271 So.2d 232, January 5, 1973.
67. James Lewis BURNS, a/k/a James Lewis Burns, Jr., Appellant, v. STATE of Florida, Appellee, N° 72-276, District Court of Appeal of Florida, Second District, 272 So.2d 874, December 22, 1972.
68. Cleon Donald WALKER, Appellant, v. STATE of Florida, Appellee, N° 72-657, District Court of Appeal of Florida, Second District, 284 So.2d 415, December 20, 1972.
69. Warren DUNBAR, Appellant, v. STATE of Florida, Appellee, N° 72-385, District Court of Appeal of Florida, Second District, 270 So.2d 45, December 20, 1972.

70. June CLAYTON, Appellant, v. STATE of Florida, Appellee, N° 72-470, District Court of Appeal of Florida, Second District, 270 So.2d 46, December 20, 1972.

71. Farrell D. FUGETT and Suzanne Guthrie, Appellants, v. STATE of Florida, Appellee, Nos. 72-405, 72-406, District Court of Appeal of Florida, Second District, 271 So.2d 28, December 13, 1972.

72. Aaron T. THOMAS, Appellant, v. STATE of Florida, Appellee, N° 72-41, District Court of Appeal of Florida, Second District, 270 So.2d 43, December 13, 1972.

73. Charles Arthur GELIS, Appellant, v. STATE of Florida, Appellee, N° 71-753. District Court of Appeal of Florida, Second District, 269 So.2d 418, November 17, 1972.

74. Eugene JONES, Appellant, v. STATE of Florida, Appellee, N° 71-842, District Court of Appeal of Florida, Second District, 269 So.2d 419, November 15, 1972.

75. STATE of Florida, Appellant, v. Wayne Royce SUTTON, Appellee, N° 72-439, District Court of Appeal of Florida, Second District, 269 So.2d 712, November 15, 1972.

76. STATE of Florida, Appellant, v. Wayne Royce SUTTON, Appellee, N° 72-440, District Court of Appeal of Florida, Second District, 269 So.2d 713, November 15, 1972.

77. Stanley A. HEADRICK, Appellant, v. STATE of Florida, Appellee, N° 72-322, District Court of Appeal of Florida, Second District, 268 So.2d 390, November 10, 1972.

78. Hosie SANDERS, Appellant, v. STATE of Florida, Appellee, N° 71-792, District Court of Appeal of Florida, Second District, 268 So.2d 553, November 10, 1972.

79. Joseph NUZZO, Appellant, v. STATE of Florida, Appellee, Nos. 71-906, 71-907, District Court of Appeal of Florida, Second District, 269 So.2d 379, November 8, 1972.

80. Eddie James LASTER, Petitioner, v. The Honorable Gunter STEPHENSON, Acting as Judge of the Criminal Court of Record, in and for Polk County, Florida, Respondent., N° 72-688, District Court of Appeal of Florida, Second District, 268 So.2d 387, November 8, 1972.

81. Allen Stanley JACOBS, Appellant, v. STATE of Florida, Appellee, N° 71-415. District Court of Appeal of Florida, Second District, 268 So.2d 548, November 8, 1972.

82. Oscar JEFFERSON, Appellant, v. STATE of Florida, Appellee, N° 72-368, District Court of Appeal of Florida, Second District, 268 So.2d 183, November 1, 1972.

83. Horace W. SHREVES, Appellant, v. STATE of Florida, Appellee, N° 72-292, District Court of Appeal of Florida, Second District, 269 So.2d 390, October 25, 1972.

84. James WHITE, Jr., *et al.*, Appellants, v. STATE of Florida, Appellee, N° 72-457, District Court of Appeal of Florida, Second District, 267 So.2d 360, October 13, 1972.

85. Richard DECKER, Appellant, v. STATE of Florida, Appellee, N° 72-82, District Court of Appeal of Florida, Second District, 267 So.2d 379, October 13, 1972.
86. Gerard Charles REINARD, Appellant, v. STATE of Florida, Appellee, N° 71-810, District Court of Appeal of Florida, Second District, 267 So.2d 88, October 4, 1972.
87. STATE of Florida, Appellant, v. Betty MILLS, Appellee, N° 72-131, District Court of Appeal of Florida, Second District, 267 So.2d 44, September 29, 1972.
88. Darrell Lynn POPE, Appellant, v. STATE of Florida, Appellee, N° 72-30, District Court of Appeal of Florida, Second District, 268 So.2d 173, September 27, 1972.
89. Robert William OSBORN, Appellant, v. STATE of Florida, Appellee, N° 71-919, District Court of Appeal of Florida, Second District, 266 So.2d 690, September 27, 1972.
90. Robert D. HICKMAN, Appellant, v. STATE of Florida, Appellee, N° 72-185, District Court of Appeal of Florida, Second District, 267 So.2d 38, September 15, 1972.
91. Herbert LEISEDER, Appellant, v. STATE of Florida, Appellee, N° 71-788, District Court of Appeal of Florida, Second District, 265 So.2d 547, August 18, 1972.
92. Leon GAYLE, Appellant, v. STATE of Florida, Appellee, N° 72-321, District Court of Appeal of Florida, Second District, 265 So.2d 389, August 2, 1972.
93. William GAWRONSKI, Appellant, v. STATE of Florida, Appellee, N° 71-915, District Court of Appeal of Florida, Second District, 265 So.2d 392, August 2, 1972.
94. Everett Junior COLEGROVE, Appellant, v. STATE of Florida, Appellee, N° 71-764, District Court of Appeal of Florida, Second District, 263 So.2d 835, July 14, 1972.
95. Ed THOMAS, Appellant, v. STATE of Florida, Appellee, N° 71-895, District Court of Appeal of Florida, Second District, 264 So.2d 77, July 12, 1972.
96. Fundador Rodriquez RIVERA, Appellant, v. STATE of Florida, Appellee, N° 71-727, District Court of Appeal of Florida, Second District, 264 So.2d 73, June 16, 1972.
97. Ronald Cornelius JOHNSON, Appellant, v. STATE of Florida, Appellee, N° 71-597, District Court of Appeal of Florida, Second District, 263 So.2d 295, June 14, 1972.
98. Johnny C. ROBERTSON, Appellant, v. STATE of Florida, Appellee, N° 71-278, District Court of Appeal of Florida, Second District, 262 So.2d 692, May 26, 1972.
99. Vernon FLOWERS, Appellant, v. STATE of Florida, Appellee, N° 71-916, District Court of Appeal of Florida, Second District, 262 So.2d 475, May 24, 1972.
100. Frank BROWN, Jr., Appellant, v. STATE of Florida, Appellee, N° 71-676, District Court of Appeal of Florida, Second District, 262 So.2d 237, May 19, 1972.

101. Frederick KNIFFIN, Petitioner, v. Honorable W. Troy HALL, Jr., Circuit Judge for the Fifth Judicial Circuit, in and for Lake County, Florida, Respondent., N° 72-267, District Court of Appeal of Florida, Second District, 262 So.2d 900, May 16, 1972.

102. Thomas SOLIS, Appellant, v. STATE of Florida, Appellee, N° 71-300, District Court of Appeal of Florida, Second District, 262 So.2d 9, May 12, 1972.

103. Edward DIXON, Appellant, v. STATE of Florida, Appellee, N° 71-555, District Court of Appeal of Florida, Second District, 261 So.2d 205, April 28, 1972.

104. Charles Michael DUNCAN, Appellant, v. STATE of Florida, Appellee, N° 72-65, District Court of Appeal of Florida, Second District, 260 So.2d 548, April 12, 1972.

105. Stephen J. DARGANS, Appellant, v. STATE of Florida, Appellee, N° 71-793, District Court of Appeal of Florida, Second District, 259 So.2d 782, March 29, 1972.

106. Sandsbury LEE, Appellant, v. STATE of Florida, Appellee, N° 71-548, District Court of Appeal of Florida, Second District, 258 So.2d 845, February 16, 1972.

107. †CITICORP LEASING, INC., Appellant, v. Jean WHITAKER and Joe Tillman, Individually and d/b/a Tillman and Whitaker Company., and Jos. L. Rozier Machinery Co., Appellees, Jean WHITAKER and Joe Tillman, Individually and d/b/a Tillman & Whitaker Company and Joseph L. Rozier Machinery Company, Cross-Appellants, v. CITICORP LEASING, INC., Cross-Appellees, Court of Appeals of Kentucky, 605 S.W.2d 24, March 7, 1980; Discretionary Review Denied October 7, 1980

108. †MM RESOURCES, INC., Appellant, v. A. L. HUSTON, Appellee, N° 61,240, SUPREME COURT OF OKLAHOMA, 710 P.2d 763, December 10, 1985

109. SANDRA CLEM, Appellant, v. THE STATE OF OKLAHOMA, Appellee, Case N° M-83-188, Court of Criminal Appeals of Oklahoma, 701 P.2d 770, June 10, 1985; Rehearing Denied July 3, 1985

110. JAKE UNDERWOOD, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-695, Court of Criminal Appeals of Oklahoma, 659 P.2d 948, February 24, 1983

111. DAVID CHAMBERS, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° O-80-811, Court of Criminal Appeals of Oklahoma, 649 P.2d 795, August 10, 1982

112. ERNEST LEE SMITH Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-11, Court of Criminal Appeals of Oklahoma, 646 P.2d 1285, June 8, 1982

113. †JOHN CALVIN TAYLOR, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-560, Court of Criminal Appeals of Oklahoma, 645 P.2d 525, May 17, 1982

114. DON F. FERGUSON, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-820, Court of Criminal Appeals of Oklahoma, 645 P.2d 1021, May 11, 1982

115. †JOHN CALVIN TAYLOR, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-624, Court of Criminal Appeals of Oklahoma, 645 P.2d 522, May 4, 1982; Rehearing Denied June 2, 1982.

116. DON F. FERGUSON Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-819, Court of Criminal Appeals of Oklahoma, 644 P.2d 121, April 22, 1982

117. DONALD EUGENE HAWKES, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-250, Court of Criminal Appeals of Oklahoma, 644 P.2d 111, April 19, 1982

118. TERRI LEE STRATTON, A/K/A TERRI LEE WILLIE, A/K/A TERRI LEE BURRAGE, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-80-421, Court of Criminal Appeals of Oklahoma, 643 P.2d 645, April 8, 1982

119. ORLANDO DALE STEVENSON, Appellant, v. THE STATE OF OKLAHOMA, Appellee, N° F-81-109, Court of Criminal Appeals of Oklahoma, 637 P.2d 878, November 23, 1981

120. STATE OF OKLAHOMA Appellant, v. CURTIS DALE WOOD and STANLEY DON WEATHERLY, Appellee., N°s. O-80-658, O-80-659, Court of Criminal Appeals of Oklahoma, 624 P.2d 555, January 19, 1981; As Corrected January 23, 1981 and March 4, 1981

121. †DAVID M^CKOWAN, M. D., and TIMOTHY G. DAY, M. D., Appellants, v. CHARLES C. BENTLEY, Appellee., N° 1971357, Supreme Court of Alabama, 773 So 2d 990, August 27, 1999

122. WACHOVIA BANK, NATIONAL ASSOCIATION, Appellant, v. DANNY CARL BRANNON, Appellee, N° 1D06-5940, District Court of Appeal of Florida, 1st District, 951 So.2d 1013. March 22, 2007

123. John Henry LEE, Jr., #028436, Petitioner-Appellant, v. Louie L. WAINWRIGHT, Director, Division of Corrections, State of Fla., Respondent-Appellee. No. 73-2280 Summary Calendar. 488 F.2d 140, United States Court of Appeals, Fifth Circuit. Dec. 6, 1973.

124. Steven D. CAUSEY, #031822, Petitioner-Appellant, v. Louie L. WAINWRIGHT, Director, Division of Corrections, State of Florida, etc., Respondent-Appellee. No. 73-2038. Summary Calendar. 486 F.2d 601 (5th Cir. 1973)

† Cases marked with the dagger are deemed by the biographee to be of the greatest legal significance.

1. This bibliography represents fewer than ten per cent of all appellate cases in which the biographee was lead counsel of record. Not included in this listing are cases which were affirmed *per curiam* without opinion or where the opinion of the court was not published.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4147

Growth Management Report 10.1.

BCC Regular Meeting

Consent

Meeting Date: 05/02/2013

Issue: Schedule of Public Hearings

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

Thursday, June 20, 3013

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases to be heard at the Planning Board on May 6, 2013.

1. Case No.: Z-2013-02

Address: 9900 BLK of Sorrento Road

Property 05-3S-31-1500-004-009

Reference No.:

Property Size: 13.07 (+/-) acres

From: SDD, Special Development District, (noncumulative) Low Density

To: AMU-2, Airfield Mixed Use-2 District (cumulative to AMU-1 only) (three du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 2

District

Requested by: Buddy Page, Agent for Dr. Gerald Chernekoff, Owner

2. Case No.: Z-2013-05

Address: 7481 N Palafox Street

Property 21-1S-30-1101-007-029

Reference No.:

Property Size: 1.94 (+/-) acres

From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)

To: C-2, General Commercial and Light Manufacturing District (cumulative)
(25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 3
Requested by: Christin Taylor, Agent for Kenneth Knowles, Owner

3. Case No.: Z-2013-06

Address: 9200 BLK of University Parkway
Property Reference No.: 14-1S-30-3101-000-004
Property Size: 1.76 (+/-) acres
From: R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 4
Requested by: Eleanor Flowers, Owner

4. Case No.: Z-2013-07

Address: 2755 Fenwick Road
Property Reference No.: 42-1S-30-3001-001-003
Property Size: 2.14 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative)
(25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Buddy Page, Agent for Robertson and Brazwell, LLC

5. Case No.: Z-2013-08

Address: 4940 Saufley Field Road
Property Reference No.: 39-1S-31-3312-000-000
Property Size: 2.07 (+/-) acres
From: R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To: R-6, Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban

Commissioner 1
District:
Requested by: Buddy Page, Agent for Teramore Development, LLC

6. Case No.: Z-2013-09

Address: 3720 Navy Boulevard
Property Reference No.: 38-2S-30-1000-013-002
Property Size: 1.53 (+/-) acres
From: R-2/C-1, Single-Family District (cumulative) Low-Medium Density (seven du/acre) / C-1, Retail Commercial District (cumulative) (25 du/acre)
To: C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner 2
District:
Requested by: Larry Richardson, Agent for William Welch, Owner

7. Case No.: Z-2013-10

Address: 707 New Warrington Road
Property Reference No.: 34-2S-30-0183-000-000
Property Size: 1.82 (+/-) acres
From: C-2/R-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre) / R-2, Single-Family District (cumulative) Low-Medium Density (seven du/acre)
To: C-2, General Commercial and Light Manufacturing District (cumulative) (25 du/acre)
FLU Category: C, Commercial
Commissioner 2
District:
Request By: Jill Stewart, Agent for Joseph Mercer, Owner

B. 5:46 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment SSA-2013-01

C. 5:47 p.m. - A Public Hearing - Small Scale Comprehensive Plan Amendment SSA-2013-02

D. 5:48 p.m. - A Public Hearing - LDC Ordinance Article 6 Zoning Districts



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4210

County Administrator's Report 10.1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/02/2013

Issue: 5:31 p.m. Public Hearing Request - Deerfield Estates Subdivision Street Lighting MSBU

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Deerfield Estates Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on May 16, 2013, at 5:31 p.m., to consider adoption of an Ordinance creating the Deerfield Estates Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Deerfield Estates have submitted a petition requesting the creation of an MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4211

County Administrator's Report 10.2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/02/2013

Issue: 5:32 p.m. Public Hearing Request - Providence Manor II Subdivision Street Lighting MSBU

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Providence Manor II Subdivision Street Lighting Municipal Services Benefit Unit - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on May 16, 2013, at 5:32 p.m., to consider adoption of an Ordinance creating the Providence Manor II Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The developer and majority owner of property in Providence Manor II has submitted a letter requesting the creation of an MSBU. The letter is sufficient to meet the MSBU Guidelines and Procedures because the developer owns greater than fifty-five percent of property within the proposed district.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4206

County Administrator's Report 10.3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/02/2013

Issue: Automatic Aid Agreement between Escambia County Fire Rescue and Nokomis Volunteer Fire Department

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Automatic Aid Agreement between Escambia County Fire Rescue and Nokomis Volunteer Fire Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Automatic Aid Agreement between Escambia County Fire Rescue and Nokomis Volunteer Fire Department:

A. Approve the Automatic Aid Agreement between Escambia County Fire Rescue and Nokomis Volunteer Fire Department to establish the terms and conditions under which Escambia County Fire Rescue and Nokomis Volunteer Fire Department will cooperate to jointly provide automatic aid during emergencies; and

B. Authorize Escambia County Fire Chief Patrick T. Grace to sign the Agreement on behalf of Escambia County Fire Rescue.

BACKGROUND:

The purpose of the recommended Agreement is to establish the terms and conditions under which Escambia County Fire Rescue and Nokomis Volunteer Fire Department will cooperate to jointly provide automatic aid during emergencies in Escambia County, Florida and Nokomis, Alabama.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Ryan Ross, Assistant County Attorney, reviewed the agreement and approved it as to form and legal sufficiency on April 9, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve all agreements.

IMPLEMENTATION/COORDINATION:

The Escambia County Fire Rescue Division will ensure that the agreement is administered and adhered to.

Attachments

Nokomis Automatic Aid Agreement

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Automatic Aid Agreement-Nokomis

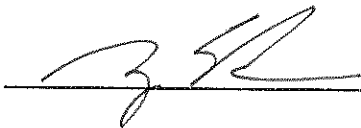
Date: 4/9/2013

Date due for placement on agenda: 4/18 for May 2 BCC

Requested by John Sims

Phone Number: 475-5530

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: 4/9/13

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE

Additional comments:

09 APR 2013

pw01:30

AUTOMATIC AID AGREEMENT

Between

Escambia County Fire Rescue and Nokomis Volunteer Fire Department

Automatic Assistance Agreement

We, the undersigned authorized representatives of the Escambia County Fire Rescue and the Nokomis Volunteer Fire Department; do hereby agree to cooperate at the scene of any fire or emergency wherein the lives and/or property are threatened. We further agree to abide by the rules and regulations as set forth below:

1. Departments, herein named, agree to provide mutual aid, both upon specific request or automatic alarm assignment, to any emergency, with available personnel and equipment. Mutual aid or automatic aid will not be provided if a department feels that rendering such aid will place its own jurisdiction or operations in jeopardy.
2. *The request for assistance should be made by an officer or the incident commander of the department needing such aid. Such requests are to be made through each department's Emergency Communications Center (ECC) .*
3. All departments agree that assistance in the form of manpower and/or specialized equipment will only be rendered unless specifically requested, except as follows:
 - A. Preplanned automatic alarm assignments (run orders) as established by agreement of the Chiefs of the departments involved, and on file with the ECC.
 - B. Run orders shall be established indicating the locations, incident types, and type(s) and kind(s) of resources required. Modifications to established run orders resulting in increased response area or frequency shall only be made upon agreement of the involved parties.
 - C. In the event that unit(s) from either agency should discover or happen upon an incident within the jurisdiction of the other, or should be in the immediate vicinity of an incident upon dispatch, such unit(s) shall render such aid as is appropriate, and provide such information to the ECC until relieved by the department having jurisdiction.

- D. This agreement shall not supersede any other mutual aid agreements that a participating department may have in effect now or in the future.
4. In the event that an incident occurs wherein the exact location is not known, or the department having jurisdiction cannot be immediately determined, the department which is originally dispatched shall respond to and manage the incidents, subject to the following provisions:
- A. Upon arrival, should the incident be determined to be in another jurisdiction, the first unit on the scene will immediately notify the ECC dispatcher, requesting that they notify the appropriate department. The on-scene unit(s) from the responding department will continue to handle the incident as though it were within their jurisdiction until the appropriate department arrives.
 - B. Should the incident be of a minor or insignificant nature and no further response is required, the on-scene unit(s) from the responding department will notify the ECC dispatcher, who will notify the department having jurisdiction.
 - 1. The chief or senior officer of the department having jurisdiction will decide whether their response is warranted, and notify the ECC dispatcher of their decision.
 - 2. Notwithstanding, if on-scene unit(s) from the responding department determines that a representative of the department having jurisdiction is needed at the scene, the incident commander will notify the ECC dispatcher that responding units can slow their response but continue.
5. If an incident is assigned to a department, and, prior to arrival of any unit(s), is determined to actually be located within another department's jurisdiction, the ECC dispatcher will immediately alert the correct department. The original responding department shall not be cancelled unless it is determined that units from the department having jurisdiction will arrive on scene prior to units from the original responding department, and that such response will not be needed.
6. When mutual aid has been requested and is subsequently determined to be unnecessary, the incident commander will cancel the responding mutual aid department(s).

7. Whenever a department is unable to respond to a request for aid, that department shall immediately notify their ECC who shall advise the requesting department so that alternative arrangements can be made.
8. The department requesting mutual aid will make every attempt to accurately describe the location, the equipment needed, number of personnel requested, and the condition of the emergency. The responding department(s) will follow all instructions as completely as possible.
9. Unless directed otherwise, upon arrival at the incident scene responding apparatus will assume level I staging, the officer in charge (OIC) of the mutual aid resources will await direction from the incident commander (IC) for assignment. The OIC will deploy his personnel and equipment as directed by the IC. The first department on scene will establish incident command and direct on-scene operations until relieved by an authorized representative of the department having jurisdiction.
10. Once on scene of any incident, mutual aid units shall not secure their operations (leave the scene) until the IC has released such units from the scene. In the event that the personnel, equipment, or jurisdiction of the department providing mutual aid is in jeopardy, the on-scene OIC of such department shall immediately notify the IC of the need to secure their operations and return to district. In this event, the IC shall make arrangements to release such units as quickly and safely as possible.
11. The department providing mutual aid shall be responsible for maintaining appropriate certification and insurance for all personnel providing mutual aid. During the first twelve (12) hours of an incident, the personnel costs, and the costs of repairs and maintenance of equipment used while rendering assistance under this agreement will be borne by the department owning the equipment. After the first twelve (12) hours of operations, costs for personnel and equipment may be billed in accordance with the terms of the prevailing Florida Statewide Mutual Aid Agreement. Consumable resources (foam, etc.) shall be reimbursed or replaced at the request of the providing department.
12. This agreement shall remain in full force and effect until terminated at the request of either party and upon notification of such request to the other party and the ECC.

Notwithstanding any of the above, both departments hereby agree to work in harmony for the good of the fire service and for the protection of life and property throughout Escambia County, Florida and Escambia County, Alabama. It is further agreed that any changes, alterations, amendments to this document will be made by agreement of the parties involved.

We hereby execute this agreement on this _____ day of _____, 2013.

Patrick T. Grace, Fire Chief

Escambia County Fire Rescue

James Odom

James Odom, Fire Chief

Nokomis Volunteer Fire Department



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4204

County Administrator's Report 10. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/02/2013

Issue: District 1 Appointment to the Escambia County Animal Services Advisory Committee

From: Marilyn Wesley

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the District 1 Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Cheryl L. Isler as the District 1 representative to the Escambia County Animal Services Advisory Committee, to replace Colleen Bridgman, who resigned, with the term of appointment to begin May 2, 2013, and run concurrent with the term of Commissioner Wilson B. Robertson or at his discretion.

BACKGROUND:

The Board adopted the Resolution establishing the Animal Services Advisory Committee at its July 23, 2009 BCC Meeting. The Resolution provides for representatives from each commission district. The previous District 1 appointee, Colleen Bridgman, resigned recently. Cheryl Isler has expressed a willingness to serve on the committee (resume attached).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that all established committee appointments have Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this appointment shall become effective.

Attachments

April 2, 2013

Dear Commissioner Robertson:

I am a resident of District I, and would like to be appointed as the District I representative to the Animal Services Advisory Committee. I was at my vet's office recently, and heard someone talking about the committee. I asked some questions about the purpose of the committee, and after hearing more about it, I decided I would be interested in participating. I love animals, and would be interested in helping to find meaningful ways to help the animals in our community, while working within the guidelines set out by the county. I've often thought about volunteering, but never could decide exactly in what capacity. I believe this committee is a good fit because I am passionate about the well being of animals, but I'm also a business person who understands that there needs to be a defined process for making changes.

I'm attaching a copy of my resume so you can see my professional background. I appreciate you taking the time to meet with me.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl L. Isler".

Cheryl L Isler

CHERYL L. ISLER

4458 Bellview Avenue
Pensacola, FL 32526
(Cell) 850-380-1320
(Home) 850-944-7654
cherylisler@cox.net

SUMMARY: An accountant and analyst with more than twenty years of professional experience. Extremely detail oriented and self-directed, requiring minimal direction to successfully complete tasks and meet deadlines. Major strengths include organizing and planning. Possess excellent verbal and written communication skills. Proficient in the use of Microsoft Word, Excel, Access, Visio, and Impromptu/Cognos.

EXPERIENCE: **Sikorsky Aerospace Maintenance, Pensacola Florida**
Financial Analyst. November 2005 – Present

- Manage the funding and perform financial reporting for a \$130 million a year Navy CLS contract. Constantly monitor and analyze funding in all lines of accounting, and work closely with Navair and CNATRA staff to project the amount of funding needed to cover the work to be performed. Work with the Navy's finance personnel each year to project funding needs for the following fiscal year. Prepare monthly CDRLs. Prepare ad hoc financial reports for the Navy and Sikorsky corporate. Analyze billing data, and parts and material data, from the sites to ensure accurate coding to the correct Government line of accounting.

Manpower Services, Pensacola, Florida

Temporary Services (at Sikorsky Aerospace Maintenance). May 2004 – October 2005

- Performed proposal work for a Government contractor who performs maintenance on military aircraft. Responsible for creating and maintaining volumes of Excel spreadsheets, Word documents, and Visio charts. Assisted in all aspects of compiling Government proposals.

MED3000 Health Solutions, Pensacola, Florida

Manager of Informatics/Manager of Benefits & Eligibility. July 2001 – December 2002

Data Analyst. July 2000 – June 2001

- **Manager of Informatics/Manager of Benefits & Eligibility. July 2001 – December 2002.**
As the Manager of Informatics: supervised three analysts responsible for producing all standard and ad hoc reports for clients, and other departments within the organization. Analyzed reports for variances and trends. Prepared reinsurance claims for clients. Created Access databases, including all queries and reports, for use by other departments within the organization.
As the Manager of Benefits & Eligibility: supervised five employees responsible for the initial set-up and maintenance of files related to the following: client benefit plans; provider data; claims payment matrices; and monthly in-load of member data from clients.
- **Data Analyst. July 2000 – June 2001.** Using Access and Excel, developed and analyzed reports related to the following: medical costs; physician practice patterns; medical care utilization; and quality assurance. Reviewed contracts to ensure compliance with contractual obligations, and prepared reinsurance claims for clients. Prepared Excel graphs and charts for presentations to clients. Supported other departments within the organization by preparing ad hoc reports used for decision making and identifying the source of system problems.

Lakeview Center, Inc., Pensacola, Florida

Chief Financial Analyst. August 1998 – September 1999

- Prepared complex spreadsheets to compile monthly service data and perform billing for a \$10 million per year contract with the Department of Children and Families; prepared

spreadsheets to analyze productivity and compare dollars earned to available funding; prepared monthly bad debt analysis; prepared journal entries; prepared a monthly roll-up of Lakeview's financial statements into the G/L accounts used by parent company, Baptist Health Care; utilized the mainframe financial report generator to create user, and task, specific financial reports; assisted the Controller in compiling data for the operating budget.

**Blue Cross Blue Shield of Florida/Health Options, Pensacola, Florida
Supervisor of Membership and Billing. September 1995 - November 1997**

- Supervised four employees responsible for all functions related to: accounts receivable, including billing, delinquency monitoring, and collections; member enrollment; and employer group set-up and maintenance. Trained employees in all aspects of accounts receivable, and created written SOPs. Received the Employee of the Quarter Award for the 1st quarter 1996 for collecting more than \$400,000 in outstanding receivables, and reducing the "60 day and over" receivables by 91%. Participated in, and lead, several continuous quality improvement (CQI) workgroups.

**Principal Health Care of Florida, Inc., Pensacola, Florida
Staff Accountant/Claims Coordinator. January 1987 - September 1995**

- Staff Accountant. May 1988 - September 1995. Prepared monthly financial statements and financial analysis, reconciled balance sheet accounts, prepared monthly flash report and cash flow statement, and filed reinsurance claims. Also, prepared statutory reports, sales tax, and intangible tax returns for the State of Florida. Supervised three employees responsible for all functions related to accounts receivable, accounts payable, and member enrollment.
- Claims Coordinator. January 1987 - April 1988. Supervised eight individuals responsible for computerized claims processing.

**HMO America, Inc., Pensacola, Florida
Accountant/Claims Manager. January 1986 - January 1987**

- Performed all accounts payable and accounts receivable functions. Coded and processed medical claims for payment.

**Cardiology Consultants, Pensacola, Florida
Coding/Billing Specialist. July 1981 - December 1985**

- Performed physician coding/billing using CPT-4 procedure coding and ICD-9-CM diagnosis coding.

EDUCATION: B.A. - Accounting, May 1985, University of West Florida, Pensacola, Florida

PROFESSIONAL TRAINING: 2001-2002: Management Leadership Training – MED3000 Health Solutions
1997: Management Development – Blue Cross Blue Shield of Florida
1996: Continuous Quality Improvement Leadership Training – Blue Cross Blue Shield of Florida



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4130

County Administrator's Report 10.5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/02/2013

Issue: Verizon Wireless In-building Agreement at M.C. Blanchard Judicial Building

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Verizon Wireless In-building Agreement for the M.C. Blanchard Judicial Building - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning the Verizon Wireless In-building Agreement:

A. Approve the Verizon Wireless In-building Agreement for Verizon Wireless to install, maintain, and operate an in-building coverage system for use with Verizon Wireless Services at the M.C. Blanchard Judicial Building, located at 357 South Baylen Street, for the benefit of the County and at no cost to the County; and

B. Authorize the Interim County Administrator to sign the Agreement.

BACKGROUND:

Through this Agreement, the in-building equipment will provide the Facilities Management Department, within the M. C. Blanchard Judicial Building, the benefit of enhanced (Verizon) wireless coverage.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve all Agreements.

IMPLEMENTATION/COORDINATION:

The Facilities Management Department Director will direct implementation/coordination of the services associated with the agreement.

Attachments

Verizon Agreement for the Judicial Building

Verizon Wireless In-building Agreement

This In-building Agreement ("Agreement") between Cellco Partnership, d/b/a Verizon Wireless, a Delaware General Partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of itself and for the benefit of its affiliates ("Verizon Wireless") and Escambia County Facilities Management at 100 East Blount Street, Pensacola, FL 32501 ("Customer ") governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless Service pursuant to the Agreement.

1. In-building Equipment is defined as follows:
Radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices, provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Unless specifically stated otherwise, references to Equipment throughout the Agreement shall include In-Building Equipment.
2. Customer grants Verizon Wireless a license ("License"), during the Term to install, maintain and operate In-building Equipment in the buildings where premises owned or leased by Customer are located ("Premises"). The Premises are further identified in Attachment 1 as may be amended from time to time. The License may be terminated only as provided in this Agreement or Amendment. For purposes of this Agreement, "Term" shall be defined as that period of time when the customer continues to occupy the space which is the subject of this Agreement and continues to utilize Verizon Wireless services there in accordance with the terms of this Agreement or Amendments thereto.
3. Customer will provide Verizon Wireless access to or use of facilities and services in the Premises, as required by Verizon Wireless for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to, exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. Customer grants Verizon Wireless access to premises 24 hours per day, seven days per week as necessary to install, test, upgrade, maintain and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless' network or services. Customer acknowledges that in the event that such 24 hour access cannot be provided, there may be instances where service may be interrupted or adversely effected because of delays in authorizing access for emergency repairs/maintenance.
5. Verizon Wireless will deliver, install, test, operate and maintain the In-building Equipment. Verizon Wireless may act under this Agreement either directly or using such subcontractors or representatives as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days prior written notice and shall make all arrangements with the landlord, or other tenants necessary for Verizon Wireless to remove the In-building Equipment from the Premises being vacated.
6. Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Premises; (ii) Customer owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein; (iii) Customer has or will obtain all required building permits, inspections or other approvals; (iv) Customer does not have any other radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices installed on the Premises, (v) Customer has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises that may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment, until such time as Customer corrects any condition that would be a breach of the above representations and warranties.
7. In consideration of this License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under separate Agreement. In the event that Customer ceases to be a Verizon Wireless Subscriber, Customer shall immediately discontinue all use of In-building Equipment and shall promptly allow its removal by Verizon Wireless. In-building Equipment remains Verizon Wireless property, shall be operated and maintained solely by Verizon Wireless, and shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future Party in Interest.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which its services are provided. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless' network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove In-building Equipment or to require Customer to remove customer provided equipment.

9. This Agreement shall become effective when signed by both Parties.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

By: _____

Name: Todd Loccisano

Title: Exec. Dir. – E&G Contract MGMT

Date: _____

**ESCAMBIA COUNTY
FACILITIES MANAGEMENT –
PENSACOLA, FL**

By: _____

Name: George Touart

Title: Interim County Administrator

Date: _____

This document approved as to form
and legal sufficiency.

By: 

Title: ACM

Date: 4/4/13

ATTACHMENT 1 to In-building Agreement

Customer Name:

Escambia County Facilities Management
100 East Blount Street
Pensacola, FL 32501

Premises Address:

357 South Baylen Street
Pensacola, FL 32501

IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

PART NUMBER	DESCRIPTION	QTY
CELLMAX-O-CPUSE	Antenna: In-Building Direction: Omni	31
CSI-AY/746-896/11	Yagi Antenna / 746 & 896 MHz / 11 dBi	2
CSI-AY/1.85-1.99/10	Yagi Antenna / 1710 & 1990 MHz / 10 dBi	1
CW12P-SM-ARM	12-Strand, Plenum Armored Tight Buffer Fiber Cabling, Strength Member	1,200
JFAD1119-02	SC/APC 2m Duplex Jumper with 3mm jacket	6
JFAD1119-03	SC/APC 3m Duplex Jumper with 3mm jacket	6
WAC1X000SP121	Tray for 12 fusion splices type 2S	6
CCH-CP12-6C	SM SC/APC 12 pos panel	2
C211781 - B	19" Rack Mount	1
5-A-MFN-3D	Attenuator - 30dB - 5 W - DC-3000 MHz - Type-N	3
LDF4-50A	1/2" Air Dielectric, Non-Plenum Rated (CATVP), HL Series - 50-ohm	400
APC012150/AP6012150	50 ohms - 1/2" AirCell Plenum Cable	4,850
L4TNM-PSA	N Male for LDF4-50A & HL4RP50, Low Density Foam & Air Dielectric Cable	5
L4TNF-PSA	N Female for LDF4-50A & HL4RP50, Low Density Foam & Air Dielectric Cable	5
NMP01250	Connector N-male for APC012150 and AQC012150 - Plenum Cables	80
NFP01250	Connector N-female for APC012150 and AQC012150 - Plenum Cables	7
DSXL-MA-BF	700-2700 MHz Lightning DC Blocked Filter Protectors - N Male / N Female Connectors	1
SG12-06B2A	Andrew Corporation SG12-06B2A Clip-On Ground Kits	1
FRM238SP5	Non-Penetrating Roof Mount	1
DuraComm RM1248	RM1248 12 Amps, 48 VOLTS, SWITCHING, RACK MOUNT, POWER SUPPLY	1
CXTA42B-3	Jumper Cable 3' RG142 N-Male / N-Female - Dual Silver Shields - Brown Tinted FEP Jacketed	11
CXTA42A-3	Jumper Cable 3' RG142 N-Male / N-Male - Dual Silver Shields - Brown Tinted FEP Jacketed	17
CXTA42K-6	Jumper Cable 6' RG142 N-Male / SMA-Male - Dual Silver Shields - Brown Tinted FEP Jacketed	7
CSI-CBC/698-2.3k/N	Cross Band Coupler 698-900/1700-2300MHz	1
CBC31/740-1990/N	Cellular Specialties 3-way cross band combiner, 740-1990 MHz for LTE UC	1
D2-69FN	Microlab 2 way power divider N Connectors	6
D3-69FN	Microlab 3 way power divider N Connectors	5
D4-69FN	Microlab 4 way power divider N Connectors	2
CSI-415-BS91-006	Diplexer, LTE Upper C band, 50W	1
CSI-415-1532-003	Diplexer, PCS Full Band, 50W	1
CSI-415-1541-002	Diplexer, Cellular Full Band, 50W	1
CK-51N	Microlab Directional Coupler 5 dB	4

March 21, 2013

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Verizon Wireless Matter 850-148352-2013

CSI-DSP85-250-P	D1:D1, Frequency Programmable Repeater, 27dBm, PCS, Rack or Wall Mountable	1
CSI-DSP85-250-U7C/C	D1:D2, Frequency Programmable Repeater, 27dBm, U7C/Cell, Rack or Wall Mountable	1
CSI DSPMOD-CP-S/CDMA	CDMA Modem Kit, CradlePoint IBR650E Modem Kit With 5-Port Ethernet Switch	1
BIU C	Base Station Interface Unit	1
MDBU_850C_700LTE	850MHz & 700MHz LTE Upper Band Input Module for the BIU	1
MDBU_1900P	1900MHz Input Module for the BIU	1
BIU_B (BIU Blank)	Blank BIU Module for the BIU	2
ODU C	Optical Distribution Unit Chassis	1
ODU OM 4	4 Port Optical Module	2
ODU_B (ODU Blank)	Blank Optical Module for the ODU	1
RDU_850C_700LTE	850MHz & 700MHz LTE Upper Band Amplifier Module (comes with cavity filters)	5
RDU_1900P_AWS	1900MHz & 2100/1700MHz AWS Amplifier Module	5
RPSU (AC)	ROU AC Power Supply	5
LFKIT-DAS-1	19" rack	1
LFKIT-DAS-1	Misc. installation hardware	1
LFKIT-DAS-1	Fiber Misc. hardware	1
LFKIT-DAS-1	Misc. electrical and Grounding supplies	1
LFKIT-DAS-1	Fire stop putty	2
LFKIT-DAS-1	UNIVERSAL KIT - Tie Wraps, Weatherization, Grounding, J Hooks, Fire Stop, etc.	1
	42.5 lb Concrete Block (Purchase Locally)	16

March 21, 2013

Verizon Wireless Matter 850-148352-2013

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4143

County Administrator's Report 10. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 05/02/2013

Issue: Schedule a Public Hearing Regarding Vacation of a Portion of a Park Parcel in Shady Terrace Subdivision

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Park Parcel, Shady Terrace Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for June 10, 2013, at 5:31 p.m., to consider the Petition to Vacate a portion of park parcel, Shady Terrace Subdivision (approximately 0.07 acres), as petitioned by Robert R. and Darleen L. Johnson.

The Petitioners own property located at 3708 Pompano Drive, which abuts a County park parcel as shown on the Plat of Shady Terrace Subdivision, recorded in Plat Book 6, at Page 14, of the Public Records of Escambia County, Florida. The Petitioners' property line does not abut the right-of-way of Pompano Drive. The Petitioners have been utilizing a portion of the park parcel as access to their property for a number of years. However, a recent title search and boundary survey performed by the Petitioners indicated that the area they have been using for access into their property from Pompano Drive is part of a platted park of Shady Terrace Subdivision. The Petitioners are requesting that the County vacate the portion of the park parcel (approximately 0.07 acres) lying between their property line and Pompano Drive right-of-way. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

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

BACKGROUND:

The Petitioners own property located at 3708 Pompano Drive, which abuts a County park parcel as shown on the Plat of Shady Terrace Subdivision, recorded in Plat Book 6, at Page 14, of the Public Records of Escambia County, Florida. The Petitioners' property line does not abut the right-of-way of Pompano Drive. The Petitioners have been utilizing a portion of the park parcel as access to their property for a number of years. However, a recent title search and boundary survey performed by the Petitioners indicated that the area they have been using for access into

their property from Pompano Drive is part of a platted park of Shady Terrace Subdivision. The Petitioners are requesting that the County vacate the portion of the park parcel (approximately 0.07 acres) lying between their property line and Pompano Drive right-of-way. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request confirms vesting or return of title to the land to the Petitioners or to any other interested party.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioners will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

It is the responsibility of the Petitioners to advertise the Notice of Public Hearing.

Attachments

Petition

Plat Book 6. Page 14

Aerial_View

RE 3708 Pomano Drive Vacation / Backup Memo

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

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

park parcel

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

1. That the Petitioner(s), Robert R. and Darleen L. Johnson presently do own(s) ~~do not own~~ an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

Please, see attached.

2. That the Petitioner(s), Robert R. and Darleen L. Johnson desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 7 Township 1 SOUTH, Range 29 West and recorded in Plat Book 6 at page 14 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Robert R. and Darleen L. Johnson
Petitioner(s) Name

3708 Pompano Drive
Street Address

Pensacola Florida
City State

850-478-8466
Phone Number

Agent's Name

Agent's Phone Number

March 8, 2013
Date:

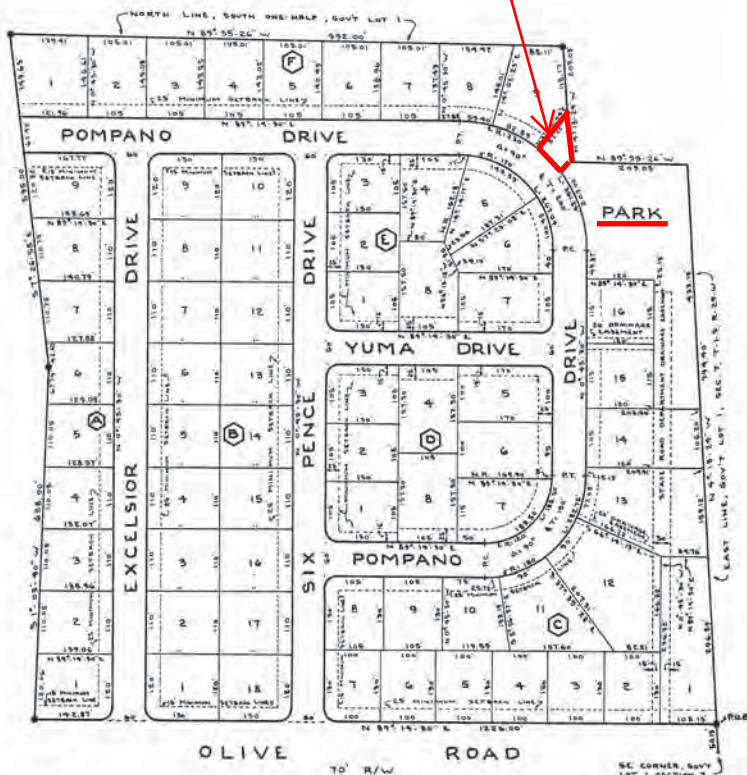
**Legal Description
Shady Terrace Park – Out Parcel**

February 22, 2013

A parcel of land lying and being in Section 7, Township 1 South, Range 29 West, Escambia County, Florida, also being a portion of the Park parcel as depicted on the plat of Shady Terrace Subdivision as recorded in Plat Book 6 at page 14 of the public records of said county and being more particularly described as follows:

Begin at the Southeast corner of Lot 9, Block “F” of said Shady Terrace Subdivision thence go North 37°10’44” East for a distance of 82.22 feet; thence go South 04°18’24” East for a distance of 90.86 feet; thence go South 51°01’41” West for a distance of 21.46 feet to a point on circular curve concave to the Southwest having a radius of 230.00 feet and a central angle of 13°50’57”; thence go in a Northwesterly direction along the arc of said curve for a distance of 55.59 feet (Chord Bearing North 45°53’47” West ~ Chord Distance 55.46’) to the Point of Beginning, containing 3003 square feet and 0.07 acres, more or less.

Requested Vacation Area



SHADY TERRACE

A SUBDIVISION OF A PORTION OF SECTION T, T-1-S, R-29-W
ESCAMBIA COUNTY, FLORIDA

MAY, 1962

SCALE = 1" = 100'

THOMAS F. BENSON
ENGINEER & SURVEYOR
PENSACOLA, FLORIDA



DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 1 SOUTH, RANGE 29 WEST; THENCE RUN NORTH 41°18'24" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 8215 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OLIVE ROAD (STATE ROAD NO. 5-290, RIGHT-OF-WAY WIDTHS TO BE SET) FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 41°18'24" WEST ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 3940 FEET; THENCE RUN NORTH 87°55'18" WEST FOR A DISTANCE OF 1075 FEET; THENCE RUN NORTH 41°18'24" WEST FOR A DISTANCE OF 2093 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID GOVERNMENT LOT 1; THENCE RUN NORTH 87°55'18" WEST ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 782 FEET TO THE EAST LINE OF AN EXISTING ROAD; THENCE RUN SOUTH 71°55'58" EAST ALONG THE SAID EAST LINE OF AN EXISTING ROAD FOR A DISTANCE OF 485.0 FEET; THENCE RUN S 17°05'40" W ALONG THE SAID EAST LINE OF AN EXISTING ROAD FOR A DISTANCE OF 82.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF OLIVE ROAD; THENCE RUN NORTH 89°14'30" EAST ALONG THE SAID NORTH LINE OF OLIVE ROAD FOR A DISTANCE OF 1826.0 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 7, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE LAND SHOWN AND DESCRIBED HEREON, THAT PERMANENT REFERENCE MONUMENTS (PRM) HAVE BEEN PLACED AS REQUIRED BY THE PLAT ACT (CHAPTER 10075 OF THE 1965 ACTS OF THE LEGISLATURE OF FLORIDA); THAT THE MAP AND SURVEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Thomas F. Benson
REGISTERED FLORIDA SURVEYOR #1041

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, J. A. FLOWERS, COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 29th DAY OF May, 1962, WAS APPROVED FOR FILING BY SAID BOARD AND I, CLERK OF SAID BOARD, WAS INSTRUCTED BY IT TO SO CERTIFY HEREON.

J. A. Flowers
COUNTY CLERK, ESCAMBIA COUNTY, FLORIDA
By *Walter C. Spivey, Jr.* D.C.

COUNTY CLERK'S CERTIFICATE

I, J. A. FLOWERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 10275 OF THE 1965 ACTS OF THE LEGISLATURE OF FLORIDA) AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK 6 OF SAID COUNTY AT PAGE 14 ON THE 11th DAY OF September, 1962.

J. A. Flowers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
By *Walter C. Spivey, Jr.* D.C.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT EDWARD N. AND MARY L. JERNIGAN, HUSBAND AND WIFE; FREDERICK C. AND GERALDINE M. JERNIGAN, HUSBAND AND WIFE, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON; AND THE FIRST BANK & TRUST COMPANY OF PENSACOLA, FLORIDA, AS TRUSTEES, HEREBY APPROVE AND ADMIT THIS PLAT AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS INDICATED HEREON.

IN WITNESS OF THESE PRESENTS AND EXECUTED ON THIS 28th DAY OF May, 1962.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
R. B. D. Dault
Earl Hauffe

Edward N. Jernigan
Mary L. Jernigan
Fredrick C. Jernigan
Geraldine M. Jernigan
FIRST BANK & TRUST COMPANY OF PENSACOLA, FLA.
W. H. Johnson
VICE PRESIDENT



STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED EDWARD N. AND MARY L. JERNIGAN, FREDERICK C. AND GERALDINE M. JERNIGAN, AND DE. HOFMANN, VICE PRESIDENT OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, FLORIDA, THE INDIVIDUALS WHO SO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL ON THIS 28th DAY OF May, 1962.

R. B. D. Dault
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 12-31-1963

GENERAL NOTES:

- B. INDICATES PRM
- ALL CORNER LOTS ARE BOUND BY A 25' RADIUS UNLESS OTHERWISE NOTED
- ALL SIDE LOT LINES ARE RADIAL OR PERPENDICULAR TO STREET LINES UNLESS OTHERWISE NOTED
- N.B. INDICATES NON-RADIAL
- ALL DISTANCES ALONG CURVES ARE ARC LENGTHS UNLESS OTHERWISE NOTED.

THE MINIMUM SETBACK LINE SHOWN ON THIS PLAT REFERS TO THE FRONT OF A BUILDING TO BE LOCATED ON THE PLOT. THE MINIMUM SETBACK LINE ON ANY SIDE STREET IN WHICH THE FRONT OF THE HOUSE DOES NOT FACE IS TO BE 10 FEET.

PB 6 PG 14

VACATE PORTION PARK PARCEL, SHADY TERRACE SUBDIVISION

Petitioner: Robert R. & Darleen L. Johnson



ESCAMBIA COUNTY PUBLIC
 WORKS DEPARTMENT
 JCC 04/15/13 DISTRICT 4

- - - - Portion of County Park Requested to be Vacated
- County Park
- Robert R. & Darleen L. Johnson Property

From: Alison A. Perdue
Sent: Tuesday, February 05, 2013 1:03 PM
To: Larry W. Goodwin
Cc: Dianne C. Simpson
Subject: RE: 3708 Pompano Dr.

Correct, we are on the same page. They are interested in a vacation as step one of a two-step process. If the vacation request is successful, then they will use a private attorney to pursue a quiet title action in court. The vacation would likely be an element of their case as well as the years of open and obvious use of the property. True, we cannot guarantee how it would play out.

From: Larry W. Goodwin
Sent: Tuesday, February 05, 2013 12:59 PM
To: Alison A. Perdue
Subject: RE: 3708 Pompano Dr.

Alison,

I have been following the e-mails relative to this. We can certainly initiate the vacation process, but as you know we have no control over how vacated properties are divided up and conveyed to "adjacent owners". The owners requesting the access are not the only property abutting this triangle area and I do not have a clue as to how the Property Appraiser would divide this property and assign to the adjacent owners. That said, I do not know if the vacation process would accomplish what the owners need or want. I am attaching an aerial view map showing the County property and the adjacent owners.

We will process this however you think it should be done.

Thanks

Larry G

Larry Goodwin
Real Estate Acquisition Manager
Escambia County Public Works Department
850-595-3426
3363 West Park Place
Pensacola, FL 32505

From: Alison A. Perdue
Sent: Tuesday, February 05, 2013 9:58 AM
To: Rick S. Colocado; Joy D Blackmon; Wesley J Moreno; Michael E. Rhodes
Cc: Larry W. Goodwin; Dianne C. Simpson; Dianne C. Simpson
Subject: RE: 3708 Pompano Dr.

If Rick is willing to do the legal description and the sketch, I would like to send these folks over to commence the vacation request process for the triangle piece they have used for decades as access, as well as their relative on the adjoining parcel.

From: Rick S. Colocado
Sent: Monday, February 04, 2013 3:17 PM
To: Alison A. Perdue; Joy D Blackmon; Wesley J Moreno; Michael E. Rhodes

Cc: Larry W. Goodwin; Dianne C. Simpson

Subject: RE: 3708 Pompano Dr.

Alison,

Attached is a copy of a Boundary and Topographic survey by 360 Surveying (Rob Working) that was part of a group of parks that were surveyed by local firms for the County a couple of years ago.

The survey shows the driveway as of 2011. The driveway also appears to access 3708A Pompano (Juanita J Lewis – separate parcel) as shown on the tax appraiser's website.

A legal description and sketch would be needed to convey that portion of the Park. I can create the legal and sketch if the County wants to go that way or we could furnish the survey to the parties involved and have them contact the surveyor that certified the Boundary survey.

Also, in regards to the park not being dedicated to the County, Chapter 177.081(3) doesn't specifically mention parks but it does mention public areas for what that is worth.

Let me know what direction we intend to go.

Rick Colocado, P.S.M.

County Surveyor

Escambia County Public Works Department, Engineering Division

3363 West Park Place

Pensacola, FL 32505

Office: 850-595-3427

Cell: 850-554-3056

rscoloca@co.escambia.fl.us

From: Alison A. Perdue

Sent: Monday, February 04, 2013 2:20 PM

To: Joy D Blackmon; Wesley J Moreno; Michael E. Rhodes

Cc: Larry W. Goodwin; Rick S. Colocado; Dianne C. Simpson

Subject: 3708 Pompano Dr.

Commissioner Robinson referred Robert and Darleen Johnson to me regarding access and tree issues at this address. We have looked at the plat and I met with them earlier today. Their primary goal is to tidy up ownership of a small triangle of property between their house and a property next door that has been used as a county park. It looks like their best bet would be to get the county to vacate any interest it may have (which is an issue because the plat did not dedicate the park to the county even though we've been using it as a park) in the triangle they need and have been openly using as their driveway for decades. In order to do this, they need a survey of the piece they claim. They say the County did a survey within the last two years. If so, can we easily partition out their claimed triangle and send them through the vacation process?

Their next question is about some diseased trees on the triangle they would like to see cut down. I would say that if done now, the County could cut them down OR if they are granted a vacation, they could then cut them down.

So, my primary questions are whether we have a sufficient survey that could be easily used to partition out their triangle? If not, I need to tell them to get their own survey. Also, what interest, if any, does Parks have in the triangle they've been using as access or would Parks be okay with a vacation?

Alison



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4200

County Administrator's Report 10. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: SBA#134 - SRIA Reimbursements for Landscaping on Pensacola Beach

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #134 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #134, Bob Sikes Toll Fund (167) in the amount of \$500,000, to recognize reimbursements from the Santa Rosa Island Authority (SRIA), and to appropriate these funds to be used for landscaping improvements on Pensacola Beach per Interlocal Agreement.

BACKGROUND:

Escambia County has entered into an Inter local Agreement with the SRIA for landscaping improvements on Pensacola Beach, this SBA recognizes those reimbursements for expenditure by the Board of County Commissioners in the amount of \$500,000.

BUDGETARY IMPACT:

This amendment will increase Fund 167 by \$500,000.

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
R2013-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County has received a reimbursement from the Santa Rosa Island Authority (SRIA) and these revenues must be recognized and appropriated in the current Fiscal Year's Budget for landscaping improvements on Pensacola Beach per Interlocal Agreement.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

Fund Name	Fund Number		
Bob Sikes Toll Fund	167		
Revenue Title	Fund Number	Account Code	Amount
Reimbursements	167	369401	\$500,000
Total			\$500,000

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	167/140302	53401	\$500,000
Total			\$500,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#134



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4212

County Administrator's Report 10.2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Supplemental Budget Amendment #137 - LAP Agreement for Construction of Myrtle Grove Elementary School Sidewalk Project

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #137 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #137, Local Option Sales Tax III Fund (352) in the amount of \$975,000, to recognize proceeds from a State of Florida Department of Transportation (FDOT) Local Agency Program Agreement (LAP), and to appropriate these funds for construction of the Myrtle Grove Elementary School Sidewalk Project.

BACKGROUND:

Escambia County is entering into a LAP agreement with the FDOT and will be reimbursed up to \$975,000. The funds are for construction of the Myrtle Grove Elementary School Sidewalk Project.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$975,000.

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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4226

County Administrator's Report 10.3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Supplemental Budget Amendment #143 - 2011 State Homeland Security Grant

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #143 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #143, Other Grants and Projects Fund (110) in the amount of \$37,471, to recognize proceeds from a State of Florida Homeland Security Grant Program, and to appropriate these funds to be used for continued training and upkeep of equipment for the Urban Search and Rescue (USAR) Teams and Hazardous Materials Response Team.

BACKGROUND:

On August 23, 2012, the Board approved the 2011 State Homeland Security Grant Program Sub-recipient Agreement. The grant provides funds for continued training and equipment for the Urban Search and Rescue and Hazmat Teams.

BUDGETARY IMPACT:

This amendment will increase Fund 110 by \$37,471.

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# 143

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

**Resolution Number
R2013-**

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 a grant from the State of Florida Department of Financial Services, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
2011 State Homeland Security Grant	110	331274 (new)	37,471
Total			\$37,471

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Overtime	110/330233 (new)	51401	5,000
Travel & Per Diem	110/330233 (new)	54001	5,000
Repair & Maintenance	110/330233 (new)	54601	14,688
Operating Supplies	110/330233 (new)	55201	7,535
Training & Registration	110/330233 (new)	55501	5,248
Total			\$37,471

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

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

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
143



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4183

County Administrator's Report 10. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Contract Award Architect & Engineering Services for MC Blanchard Shell Space Build Out, PD 12-13.020

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Architect and Engineering Services for the M.C. Blanchard Shell Space Build-Out - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract to Hatch Mott MacDonald Florida, LLC, per the terms and conditions of PD 12-13.020, Architect & Engineering Services for the M.C. Blanchard Shell Space Build-Out, in the amount of \$194,275.

[Funding: Fund 352, LOST III, Cost Center 410149, Project Number 13JS2332]

BACKGROUND:

The County Court System has budgeted \$2,194,000 for the build out of the remaining 12,000 square feet of shell space in the third, fourth, and fifth floors of the MC Blanchard Judicial building. These shell spaces will be converted into new Courtrooms and Judges' Chambers.

Request for Letters of Interest, PD 12-13.020, Architect & Engineering Services for MC Blanchard Shell Space Build Out were publicly noticed on Monday, February 11, 2013 to 81 known firms. Responses were received from 11 firms on Tuesday, February 26, 2013.

BUDGETARY IMPACT:

Fund 352 LOST III, Cost Center 410149, Project Number 13JS2332

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract "Form G", Consulting Services for Stand-Alone Services will be used.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Fee Proposal



Hatch Mott MacDonald

Hatch Mott MacDonald

5111 North 12th Ave
Pensacola, FL 32504
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783

April 12, 2013

Mr. David Wheeler
Department Director
Escambia County Facilities Management
100 East Blount Street
Pensacola, Florida 32501

Re: Professional Services Proposal
M.C. Blanchard Shell Space Build Out
Escambia Co. Solicitation PD 12-13.020

Dear Mr. Wheeler:

Hatch Mott MacDonald (HMM) is pleased to submit this proposal to provide professional services for the design and construction administration of the shell space located within the M.C. Blanchard Courthouse. The proposed work is to be provided under the Agreement between Escambia County and Hatch Mott MacDonald Florida, LLC for Professional Service as Governed by Florida Statute 287.005 (PD 02-03.79).

HMM proposes to provide complete architectural and engineering services with documentation to include programming, meeting minutes, drawings and specifications for bidding, permitting, construction administration. Existing facility analysis, as built documents, and reproduction/ printing costs are included in this proposal.

The disciplines involved for Basic Services will be architectural design, mechanical, electrical, plumbing engineering.

Services additional to Basic Services will include programming, supplemental construction administration, security coordination, voice/ data communications, audio/ visual, and acoustical design services. Interior air quality assessments during the construction phase will also be provided.

Structural engineering services are not included in this proposal, nor anticipated as being a part of this project. Likewise, there are no reimbursable expenses anticipated in this project. A hazardous materials survey, if required will be provided by the County.

Services related to FF&E have been removed from the scope of this project and will be provided by others. HMM will provide color boards as a part of our services.

Our current understanding of this project is that Escambia County wishes to construct new courtrooms within the existing structure on the third and fourth floors based on the original design documentation for the addition to the courthouse conducted in 1997. The fifth floor shell space will involve a programming phase prior to the preparation of bid documents. HMM will conduct all necessary meetings and maintain continual communications and coordination with both County staff and the First Judicial Circuit Court of Florida administrative staff.



HMM's Fee for basic services is based upon the latest State of Florida Department of Management Services (DMS) "Fee Schedule for Architectural and Engineering Services" as per County guidelines.

The average of the percentages for the Type "B" (for projects of more than average complexity) and Type "C" (for repairs and renovations) has been utilized to establish a percentage of 8.355 resulting in an architectural and engineering fee of \$128,105 for basic services. Additional Services for the itemized scope listed below are \$66,170.

HMM proposes to provide these services for a total lump sum fee of \$194,275.

SCOPE OF SERVICES

The following tasks are to be performed based upon our understanding of the anticipated scope of work:

Task 1 – Programming: HMM will provide programming, or a pre-design phase for the fifth floor shell space to prepare an outline reflecting the client's needs by identifying the basic spatial criteria based on information from the users and interviews with key decision makers.

Deliverables will include diagrammatic studies indicating internal functions, general space allocations, circulation flows, and adjacencies. An architectural brief will be submitted identifying the opportunities assessed, constraints identified and needs for further investigation clarified.

Task 2 – Schematic Design: Schematic design will include analyzing, confirming, and organizing the factors that will influence the development of the design, then to review alternative approaches. The programming of the fifth floor will be continuously reappraised as the requirements become more clear.

HMM will present sketches of the possibilities and options available within the given area of the fifth floor shell space. All design disciplines will have input into arriving at the most appropriate solution to ensure that all necessary parameters are met.

Task 3 – Design Development:

HMM will provide further development of the plans and interior elevations plus reflected ceiling plans, wall sections and room finish schedules. Preliminary mechanical, electrical, and plumbing designs including schematic lighting, power, plumbing and mechanical layouts. Meetings will include a Design Review at 35% project completion with County and Court Administration staff.

Task 4 – Design Documents: HMM will provide complete construction documentation for permitting including preparation of the Project Manual with technical specifications for bidding and construction. This task also includes design coordination of all engineering disciplines. Meetings will include Design Reviews following 50%, 95% and 100% project completion submittals.



RS Means and prices obtained from similar HMM projects will be utilized as sources for establishing a probable construction cost for the project. The opinion of costs will be provided to the County prior to the bidding process. Please note that HMM does not guarantee that proposals, bids, or actual costs will not vary from its opinion of costs. HMM does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding/ market conditions. Therefore, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of HMM's experience as a professional familiar with the industry.

Task 5 - Bidding Services, Printing, Permits/ Approvals: Coordinate and prepare the advertisement for bid of the project, to be published by the County. Attend one (1) prebid conference. Respond to bidders' inquiries during the advertisement period and issue any Addenda related to clarification or additional information on project design only. Attend the bid opening and assist in opening of the bids. Review all bid proposals for the project and make recommendations to the County for award of the construction contract.

HMM will provide three (3) full-size and three (3) 11-inch by 17-inch prints for each submittal. It is our understanding that compact disks will be provided to general contractors for the bidding phase. This is included in HMM's basic services.

HMM will coordinate and assist in obtaining the required approvals for construction of the facilities from the Escambia County Building Inspections Department. Preparation of formal responses to review comments received by the building department are a part of this proposal.

Task 6 - Construction Administration: Attend the preconstruction conference as scheduled by Facilities Management. Review and process properly prepared product and shop drawing submittals for the project. Make visits to the site during active project construction to review the progress of the work for the contractor's monthly pay request and make recommendations for payment. Address requests for information and issue supplemental instructions arising during construction. HMM will also review properly prepared and documented change order requests by the County or Contractor.

HMM will provide supplementary construction administration as an additional service as described in the following tasks.

The Court Administrator has suggested that a courtroom mock-up be provided by the general contractor prior to preparation of casework submittals, if deemed necessary. It has been our experience that only minimal adjustments in heights of courtroom features such as a jury box or witness stand would be affected and these modifications can be easily made in the field.

The estimate of effort for this task is based upon construction administration services during normal business hours of the work week and the Contractor's progress of work with the assumption that he is knowledgeable of the work required as presented in the contract documents.



Construction administration services required beyond the 300 anticipated calendar days to finally complete the project will be provided as additional services at our hourly rates with the County upon its authorization.

Task 7 – Supplemental Construction Administration: HMM will provide a level of service by the architect which exceeds that which is typically required during the field review and contract administration phase for this project.

HMM will provide an architect to photo-document and report findings of at least one (1) site visit per week with the understanding that some of the contractors work may be conducted after hours including weekends. These reports will thoroughly document observations and decisions to properly report relevant information to the County.

A written report to Facilities Management and the Court Administration will be provided on a biweekly basis and coordination will be conducted on site to ensure that the various user groups are apprised of the current status and operations being performed.

As a part of this task, HMM will utilize the information provided by the Contractor to prepare a set of as-built drawings indicating the actual facilities as constructed and furnish Facilities Management with AUTOCAD 2010 electronic files (CD) of as-built drawings.

Task 8 – Electronic Security: Electronic security systems will include controlled entry access, panic/duress alarm, and surveillance cameras. The new components serving the areas encompassed by this project will tie into the existing systems serving the overall facility, but will incorporate newer and more advanced technologies when so directed by the Owner. The design will be closely coordinated with the Facilities Project Manager, the Administrative Services Manager, the Court Technology Officer, the manufacturer of the existing systems, and others as appropriate. All cabling will be run continuously in conduit. Panic/duress alarm devices will be wireless unless otherwise directed. The drawings will be “turn-key”, and will include all conduit and other cable pathways required to support the electronic security systems.

Task 9 – Voice/ Data: We will provide a detailed design for a communications structured cabling system that supports voice (telephone), data and other future services and technologies. The structured cabling system will support Power Over Ethernet (POE) and Voice Over IP (VOIP) services should the Owner choose to move in that direction. The design will be in accordance with established Escambia County standards with modifications or updates as directed by the Owner’s Project Manager. The structured cabling system will be fed from existing communications closets. The existing closet for Level 5 will be built out under this project. All cabling will be run continuously in conduit. The drawings will be “turn-key”, and will include all conduit and other cable pathways required to support the structured cabling system.

Task 10 – Audio/ Visual and Acoustical: HMM’s consultant will review owner’s desires and needs in regards to Audio-Video and Control technical systems. Provide a letter of programming outlining system requests and projected budget requirements. Design and document audio, video and control systems in regards to budget estimates. Coordinate



AV disciplines with architect and engineers. Assist in developing locations for major equipment items including the control system and equipment racks. Provide construction documents for reference and coordination and specifications suitable for competitive bidding by qualified AV integrators.

HMM will provide recommendations for room finish materials including seating, floors, walls and ceiling. Provide recommendations for room shaping to provide beneficial sound reflections and to avoid acoustical problems, which might otherwise result. Provide design guidance to control system noise to comply with the target noise criteria (NC). Make recommendations in the form of written guidelines and print mark-ups, regarding quantity and location of acoustical products for use by the architect and engineers in developing construction documents.

Task 11 – Air Quality Assessments: The scope of services for this work will include monitoring for airborne silica and respirable dust. HMM's consultant will provide an industrial hygienist to perform monitoring in general accordance with National Institute for Occupational Safety and Health (NIOSH), OSHA and/or Environmental Protection Agency (EPA) sampling procedures. The hygienists work under the guidance of a Principal Consultant, Certified Industrial Hygienist (CIH), Certified Indoor Environmentalist (CIE), and/or Certified Hazardous Materials Manager(CHMM).

Pre-construction indoor air quality testing will be conducted before construction begins to establish a background reading of the conditions that currently exist in the building.

PSI will conduct indoor air quality testing during construction on a biweekly basis for the first 4 months of the project. It is proposed that monitoring be conducted on a monthly basis for the next four month and on an as needed basis from that point forward.

Compensation for these services shall be as follows. Please note that the architectural portion schematic, design development, and design documents fees have been reduced by approximately 30%:

Task 2-Schematic Design	\$18,310
Task 3-Design Development	\$24,415
Task 4-Design Documents	\$48,830
Task 5-Bidding Services, Printing, Permits/ Approvals	\$7,310
Task 6-Construction Administration.....	\$29,240
Total Lump Sum Fee (not including Tasks 1, 7-11).....	\$128,105

Additional Services Tasks:

Task 1-Programming.....	\$8,000
Task 7-Supplemental Construction Administration	\$22,580
Task 8-Security	\$8,820
Task 9-Voice/ Data.....	\$5,250
Task 10-Audio/ Visual and Acoustical	\$16,250
Task 11-Air Quality Assessments.....	\$5,270



Hatch Mott
MacDonald

MC Blanchard Shell Space Build Out
Professional Services Fee Proposal
April 12, 2013

Total Additional Services Tasks..... \$66,170

A design schedule has been attached indicating the approximate time frame for accomplishing the above noted tasks.

Hatch Mott MacDonald again appreciates the opportunity to provide Professional Design Services for this project. We look forward to working with you and your staff. Please do not hesitate to call should you have any questions of need additional information.
Sincerely,

HATCH MOTT MACDONALD

A handwritten signature in blue ink, appearing to read "Tom Jarman".

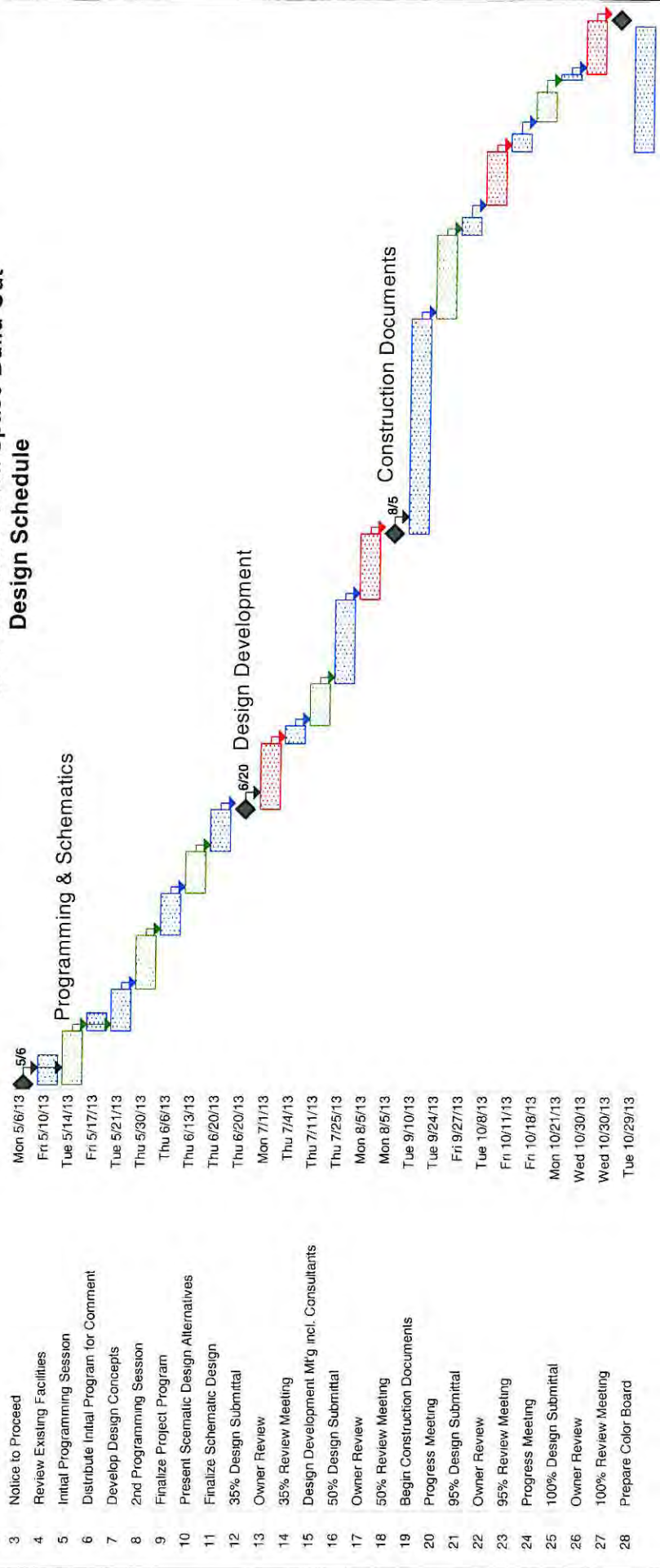
Tom Jarman, RA
Architectural Manager

A handwritten signature in blue ink, appearing to read "Charles G. Baxley".
Charles G. Baxley
Executive Vice President

cc: File

attachment

M.C. Blanchard Shell Space Build-Out Design Schedule





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4234

County Administrator's Report 10. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Out-of-County Travel

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Out-of-County Travel for Commissioner Gene M. Valentino - George Touart, Interim County Administrator

That the Board authorize out-of-County travel for Commissioner Gene M. Valentino, Chairman, to attend an Economic Development Trip to Panama City, Panama, June 2, 2013, through June 8, 2013, including any County-related communication charges associated with his Verizon cell phone while in Panama City, Panama.

[Funding: Fund 102, Economic Development Fund, Cost Center 360704, Object Code 54001, Travel]

BACKGROUND:

Commissioner Gene Valentino was invited to attend an Economic Development Trip to Panama City, Panama, by Representative Doug Broxson. This trip is scheduled for June 2, 2013, through June 8, 2013. During this trip, the Economic Development Group will meet with the Department of Ministry of Commerce and Industry to promote our area. The Economic Development Group will visit the Manzanillo International Terminal, the Gatun Locks Expansion project, and tour the Panama Canal Authority Administration Building.

BUDGETARY IMPACT:

The cost of this trip is not expected to exceed \$5,000 which will be charged to Economic Development, Fund 102, Cost Center 360704, Object Code 54001.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This request is in compliance with the Board's policy on out-of-County Travel, Section 1, Part C, Item Number 4.

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will coordinate all travel arrangements with Representative Doug Broxson's Office and Commissioner Gene M. Valentino.

Attachments

Panama Itinerary

2013 Trip to Panama

Hotel Bristol Panama

DRAFT AGENDA

Date	Start Time	Event Title
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Monday, June 03, 2013

10:38 AM ARRIVE AT TOCUMEN INTERNATIONAL AIRPORT

Copa Airlines Flight No. 435E

11:30 AM Depart to Hotel

12:00 PM ARRIVE AT HOTEL. CHECK-IN

7:30 PM Depart Hotel to Restaurante 1985

7:45 PM DINNER AT RESTAURANTE 1985

9:00 PM Return to Hotel

Tuesday, June 04, 2013

7:00 AM Breakfast

8:30 AM PANAMCHAM BRIEFING - Location TBD

10:00 AM COMMERCIAL BRIEFING - Location TBD

11:00 AM Depart to Panama Pacifico

11:30 AM VISIT TO THE PANAMA PACIFICO SPECIAL ZONE

12:30 PM Depart to Miraflores Locks

1:30 PM LUNCH AT THE MIRAFLORES LOCKS, PANAMA CANAL

3:00 PM BRIEFING AT THE MIRAFLORES LOCKS/UPDATE ON THE PANAMA CANAL EXPANSION

4:30 PM **Depart to Hotel**

5:30 PM **Arrive at Hotel**

7:50 PM **Depart to Las Tinajas Restaurant**

8:00 PM **DINNER AT LAS TINAJAS RESTAURANT**

10:00 PM **Depart to Hotel**

Wednesday, June 05, 2013

7:00 AM **Breakfast**

8:00 AM **Depart to Gamboa Resort**

12:00 PM **Lunch**

1:15 PM **Depart Hotel to the Panama Ports**

2:00 PM **TOUR OF THE PANAMA PORTS**

3:15 PM **Depart to the Ministry of Commerce and Industry**

4:00 PM **VISIT TO THE MINISTRY OF COMMERCE AND INDUSTRY**

5:00 PM **Depart to Hotel**

7:00 PM **Dinner**

Thursday, June 06, 2013

6:00 AM **Breakfast**

7:15 AM **Depart to Colon via Panama Canal Railway**

9:00 AM VISIT TO THE MANZANILLO INTERNATIONAL TERMINAL AND LUNCH (no host)

11:00 AM VISIT TO THE GATUN LOCKS EXPANSION

2:30 PM Return to Panama

3:30 PM Arrive at Hotel

7:00 PM Dinner

Friday, June 07, 2013

7:30 AM Breakfast

9:00 AM Depart to Panama Canal Railway

11:00 AM TOUR PANAMA CANAL AUTHORITY ADMINISTRATION BUILDING

12:00 PM Lunch at Balboa Yacht Club

3:00 PM DEPARTURES (depending on individual schedules)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4214

County Administrator's Report 10. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Contract Award for Design Services for Campbell Road DRP And Drainage Improvements, PD 12-13.023

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Design Services for the Campbell Road DRP and Drainage Improvements - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to HDR Engineering, Inc., per the terms and conditions of PD 12-13.023, Design Services for the Campbell Road DRP and Drainage Improvements, in the amount of \$149,876.61.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 10EN0575]

BACKGROUND:

Request for Letters of Interest, PD 12-13.023, Design Services for Campbell Road DRP and Drainage Improvements were publicly noticed on Tuesday, February 19, 2013 to 121 known firms. Responses were received from 9 firms on Thursday, March 7, 2013.

BUDGETARY IMPACT:

Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Number 10EN0575

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract "Form G", Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Fee Proposal

Scope of Work:

Campbell Road DRP and Drainage Improvements PD# 12-13.023

Project Limits:

The existing dirt roadways to be paved for this project include:

1. Approximately 7,465 feet of Campbell Road from State Road 4 to Old Flomaton Road.
2. Approximately 945 feet of Flossie Road from Campbell Road to the end of Escambia County maintenance.
3. Approximately 260 feet of Boat Ramp Road from Campbell Road to the end of Escambia County maintenance.
4. Approximately 1,345 feet of Old Ferry Road from Campbell Road to the end of Escambia County maintenance.
5. Approximately 435 feet of Hagan Road from Campbell Road to the end of Escambia County maintenance.

Introduction:

HDR services consist of design and analysis required to provide a paved roadway in the project limits. HDR tasks include project coordination, roadway design, plans production, permitting, bid assistance and construction assistance. Subconsultant tasks include geotechnical investigation to be performed by Larry M. Jacobs & Associates, Inc. and drainage design to be performed by Gulf Civil Engineering, LLC. Subsurface Utility Exploration (SUE) will be provided by Southeastern Surveying & Mapping Corp., if required. Topographic Survey data will be provided by Escambia County.

Assumptions and Conditions:

1. County standard details will be utilized where applicable.
2. References to FDOT Standard Indexes will be utilized for detailed construction drawings.
3. Escambia County tree permits are not anticipated for this project.
4. Escambia County will support the project by providing any available survey data, flooding data, area design data, and previous public involvement data.
5. HDR will communicate construction easement and/or right-of-way needs to Escambia County and assist Escambia County with discussing these needs with property owners. Escambia County will acquire rights necessary for construction of the project. Optional services have been included in this scope should the project require additional survey and legal descriptions.
6. There are no known contaminated sites within the limits of this project.
7. There are no permitting fees anticipated for this project.
8. There will be no FDOT connection permit required for SR 4 since Campbell Road appears to be paved to the FDOT R/W line.
9. Although HDR will provide utility coordination services and render relocations in the plans, design of any required utility relocations is not part of this contract.
10. The project plans will be developed in AUTOCAD format.
11. The following design standards in this governing order shall be used on the project:

Exhibit "A"

- a. AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT \leq 400), 2001
 - b. Florida Greenbook, 2007
 - c. Florida Department of Transportation Design Standards, 2013
12. The following specifications as amended by the contract documents shall be used on the project in the following order:
- a. Escambia County General Paving and Drainage Technical Specifications, Effective 10/01/2011.
 - b. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013
13. Construction Observation and Inspection is not included in this scope and fee. HDR will provide limited construction assistance and record drawings, as described herein.

HDR Tasks

Task 1 Project Coordination

Subtask 1-1: County Staff Meetings

Subtask 1-2: Project Management

Subtask 1-3: Utility Coordination

Task 2 Roadway Design Analysis

Subtask 2-1: Geotechnical Investigation

Subtask 2-2: Pavement Design

Subtask 2-3: Preliminary Design

Subtask 2-4: Horizontal and Vertical Alignment Design

Subtask 2-5: Drainage Design

Task 3 Plans Production

Task 4 Optional Services

Subtask 4-1: Public Involvement

Subtask 4-2: Optional Data Collection

Subtask 4-3: Permitting

Subtask 4-4: Bid & Construction Assistance

Task 1 Project Coordination

Subtask 1-1: County Staff Meetings

Objective:

Staff meetings between HDR and Escambia County personnel will establish communication protocol, strategies, and action plans.

HDR Activities:

- Conduct a Kickoff Meeting with Escambia County to discuss project objectives and purposes, establish communication linkages among the project team, establish the schedule for regular project status meetings, and discuss the format of deliverables.
- Conduct a meeting per major project deliverable to coordinate project design, project deliverables, and project bidding. Assume four major deliverables.

HDR Deliverables:

- Meeting Minutes

Subtask 1-2: Project Management

Objective:

HDR will maintain communication, coordination, and documentation with the Escambia County Project Manager.

HDR Activities:

- Provide County PM with a monthly status report to accompany invoices.
- Develop and update project schedules.

HDR Deliverables:

- Monthly Status Reports

Subtask 1-3: Utility Coordination

Objective:

HDR will coordinate proposed improvements with utility owners.

HDR Activities:

- Prepare letter and plans each phase submittal for utility owners. Assumes 30%, 60%, 90%, and final plans.
- Conduct one-on-one utility coordination meetings with utility owners during design. All meetings will be held in the Century, FL area.
- Conduct onsite utility meetings as necessary. Prepare and distribute meeting minutes.

HDR Deliverables:

- Distribute each phase submittal to utility owners (includes CD's, electronic, or hardcopy)
- Minutes documenting conversations with utility owners.

Task 2 Roadway Design Analysis

Subtask 2-1: Geotechnical Investigation

Objective:

Provide geotechnical investigation and testing and provide a recommendations report.

Activities:

The following services are to be performed under the direction of HDR by Larry M. Jacobs & Associates:

- Site visits by geotechnical engineering staff.
- Locate the proposed borings at the site.
- Clear registered utilities at the site with the Sunshine locate service.
- Obtain an Escambia County Right-Of-Way permit for work in the R.O.W.
- Mobilize a truck mounted drill rig and drill team to the site.
- Drill twenty-three Standard Penetration Test (SPT) borings in the roadway at an approximate 500 foot spacing. Four borings will be drilled to a depth of 10 feet where the cross drains are located. The remaining borings are planned to be drilled to a depth of 6 feet, continuously sampling with 2-foot split spoons.
- Drill five to six SPT borings in the areas where erosion/steeper slopes are present to a depth of 15 feet below grade.
- Obtain bulk samples of the existing roadbed for Limerock Bearing Ratio (LBR) testing. The existing roadbed appears to include four different materials, and we have allowed for four LBR tests on the existing roadbed. An additional 1-2 LBR tests are included in the budget to evaluate the possibility of improving the existing roadbed by adding gravel to construct the base.
- Perform a visual classification by our engineering staff of the soil samples obtained in the borings.
- Run five to six LBR tests to evaluate the existing roadbed and different blends for the base.
- Perform basic laboratory properties testing including natural moisture content, grain-size, and wash #200 sieve testing to evaluate and document basic soil properties and assist in soil classification.
- Analyze the test data to develop geotechnical engineering recommendations for the project.

The results of the exploration will be presented in a report that will address the following:

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Depth to groundwater at the time of drilling.
- A discussion of laboratory test results.
- Subgrade recommendations including design LBR value(s) for the existing roadbed soils, recommended subgrade preparation and compaction, and recommendations for subgrade moisture control/drainage if needed.
- Recommended base materials, material strengths (LBR values), and material compaction requirements including alternative base recommendations using a blend of the existing roadbed material and gravel.

Exhibit "A"

- A discussion of other recommended construction procedures including removal of unsuitable materials if applicable, soil workability, dewatering, compaction testing, etc.
- Recommendations for bedding and backfilling cross drains.
- If needed, recommendations for rigid pavement design including a recommended modulus of subgrade reaction (k) for the existing roadbed.
- If needed, an analysis of the stability of embankment slopes and recommendations for constructing safe embankment slopes.

Deliverables:

- Geotechnical Investigation Report

Subtask 2-2: Pavement Design

Objective:

Provide pavement designs which meet the facility needs for a 20-year design life.

HDR Activities:

- Use recommendations from the geotechnical investigation to prepare up to four pavement designs.
- Pavement designs will consider reuse of in-situ material and loading associated with the Campbell Dirt & Gravel Company truck scales area.

HDR Deliverables:

- Pavement Design Report in the Roadway Design Documentation Report

Subtask 2-3: Preliminary Design

Objective:

Design typical sections which fit the existing topography and provide adequate safety in accordance with acceptable standards.

HDR Activities:

- Establish lane width, shoulder width, max cross slopes, and ditch/swale design for each roadway segment using the appropriate design criteria.
- Incorporate the appropriate pavement design into typical sections by roadway segment.
- Assume up to 6 typical section variations.

HDR Deliverables:

- Typical Section plan sheets.

Subtask 2-4: Horizontal and Vertical Alignment Design

Objective:

Design horizontal and vertical alignments which fit the existing topography in order to minimize earthwork, wetland impacts, and drainage infrastructure while meeting the appropriate design and safety criteria.

HDR Activities:

- Design horizontal alignments for the five dirt roadway segments in the project limits utilizing prior design on Campbell Road as applicable.
- Design vertical alignments for the five dirt roadway segments in the project limits utilizing prior design on Campbell Road as applicable.

HDR Deliverables:

- Alignment reports in the Roadway Design Documentation Report

Subtask 2-5: Drainage Design

Objective:

Provide drainage design for the project according to permitting agency regulations and standard design practice.

Activities:

The following services are to be performed under the direction of HDR by Gulf Civil Engineering, LLC.:

- Provide drainage basin delineation
- Evaluate existing cross drains/drainage structures/outfalls
- Provide ditch design
- Provide cross drain analysis
- Provide design for miscellaneous drainage structures
- Prepare Design Documentation for the stormwater management plan
- Provide erosion control design for construction plans
- Prepare stormwater pollution prevention plan

Deliverables:

- Drainage Design Documentation Report

TASK 3 Plans Production

Objective:

HDR will prepare detailed construction plans for the project area. Plan sheets shall be 1:20 scale full size (24x36) reproducible to 1:40 scale half size (11x17).

HDR Activities:

Components of the plans are as follows:

- Prepare Key Sheet
- Prepare Summary of Pay Items Sheet
- Prepare Drainage Map Sheets
- Prepare Typical Section Sheets
- Prepare General Notes Sheet
- Prepare Project Layout Sheet
- Prepare Plan & Profile Sheets
- Prepare Cross Section Sheets
- Prepare SWPPP Sheet
- Prepare Traffic Control Plan (MOT, utilizing FDOT standard details)
- Prepare Roadway Design Documentation Report consisting of:
 - Design Reports
 - Design Decisions
 - Cost Estimate

All design for utilities, erosion control, signing, pavement markings, and miscellaneous details will utilize the plan & profile sheets. Any drainage structures or driveway profiles will be located in the cross section sheets.

HDR Deliverables:

- 30% Plans & Documentation, CD Submittal (PDF's & modeling), 1 hard copy (11x17)
- 60% Plans & Documentation, CD Submittal (PDF's, modeling, & permits), 1 hard copy (11x17)
- 90% Plans & Documentation, CD Submittal (PDF's, modeling, & permits), 1 hard copy (11x17)
- Contract Plans, 2 hard copies (1-24x36, 1-11x17), 1 Bid CD, CD Final Submittal (PDF's, modeling, permitting, & CADD files)
- Construction: Will provide signed & sealed plans as required.

TASK 4 Optional Services

Subtask 4-1: Public Involvement Meetings and Coordination

Objective:

HDR will provide support to Escambia County during meetings with the public in order to address area issues related to design.

HDR Activities:

- Meet with and solicit information from individual property owners. Prepare meeting minutes.
- Prepare for 1 public meeting. Includes preparation of displays, attendance, and coordination with the County.

HDR Deliverables:

- Public Meeting Boards
- Meeting Minutes

Subtask 4-2: Optional Data Collection

Objective:

Provide SUE, additional survey, and legal descriptions as required during design.

Activities:

The following services are to be performed under the direction of HDR by Southeastern Surveying & Mapping Corporation:

- Provide Sunshine One Call of Florida as required by law before commencing work effort.
- Obtain SUE test hole (borings) from plans provided by HDR and review for clarity.
- Provide mobilization to perform prescribed work effort to project site (1 mobilization).
- Perform up to ten (10) SUE test holes at locations provided and prepare a Test Hole Report for each site showing complete findings. Each report will be referenced to a minimum of three (3) existing improvements.
- Restore each site in kind upon completion.
- Provide up to two (2) crew days of supplemental surveying services to supplement the survey of the project limits supplied by Escambia County, in accordance with Chapter 5J-17 F.A.C. including the following:
 - Utilize all existing control for services to be performed which was established by Escambia County's survey of the project limits
 - Provide additional survey services as needed
 - Prepare up to five (5) legal descriptions as needed

Deliverables:

- Test Hole Reports
- Additional Topographic Survey
- Legal Descriptions

Subtask 4-3: Permitting

Objective:

Obtain permits based on agency requirements.

HDR Activities:

- Conduct wetland delineation by an environmental scientist utilizing methods acceptable to FDEP and USACE. Assume 1 field visit, 2 attendees.
- Conduct pre-application meetings with FDEP and USACE to discuss the overall work effort and obtain comments on potential environmental impacts. Determine project requirements based on these meetings.
- Prepare 8.5x11 permit plans for the USACE Nationwide Permit.
- Complete permit exemption and application and submit to NFWFMD and USACE respectively.

HDR Deliverables:

- Wetland delineation lines displayed in Plans.
- Draft meeting minutes and distribute.
- Nationwide Permit application for signature by County Engineer
- Permits

Subtask 4-4: Bid & Construction Assistance

Objective:

HDR will assemble bid documents and assist with the bidding process. HDR will assist Escambia County and the contractor with issues during construction.

HDR Activities:

- Prepare portions of county bid package including the project narrative, bid form, project specific special terms and conditions (if needed), and estimated construction days.
- Prepare responses to contractor questions during advertisement.
- Attend pre-bid meeting
- Attend bid opening
- Prepare a bid tabulation
- Attend preconstruction conference
- Attend onsite meetings during construction as requested by Escambia County. Provide recommendations to Escambia County during construction.
- Address Contractor questions regarding contract plans during construction and provide plans revisions as necessary.
- Review Contractor's shop drawings.
- Provide record drawings CD based on data obtained from County Inspector and Contractor. CD should contain .pdf of plans and CADD (.dwg) files
- Provide permitting agency close-out documentation.

HDR Deliverables:

- Bid CD
- Addenda
- Bid Tabulation
- Plans Revisions
- Approved shop drawings
- Record Drawings CD (PDF's & DWG's)

Exhibit "B"

Campbell Road Schedule
4/16/13

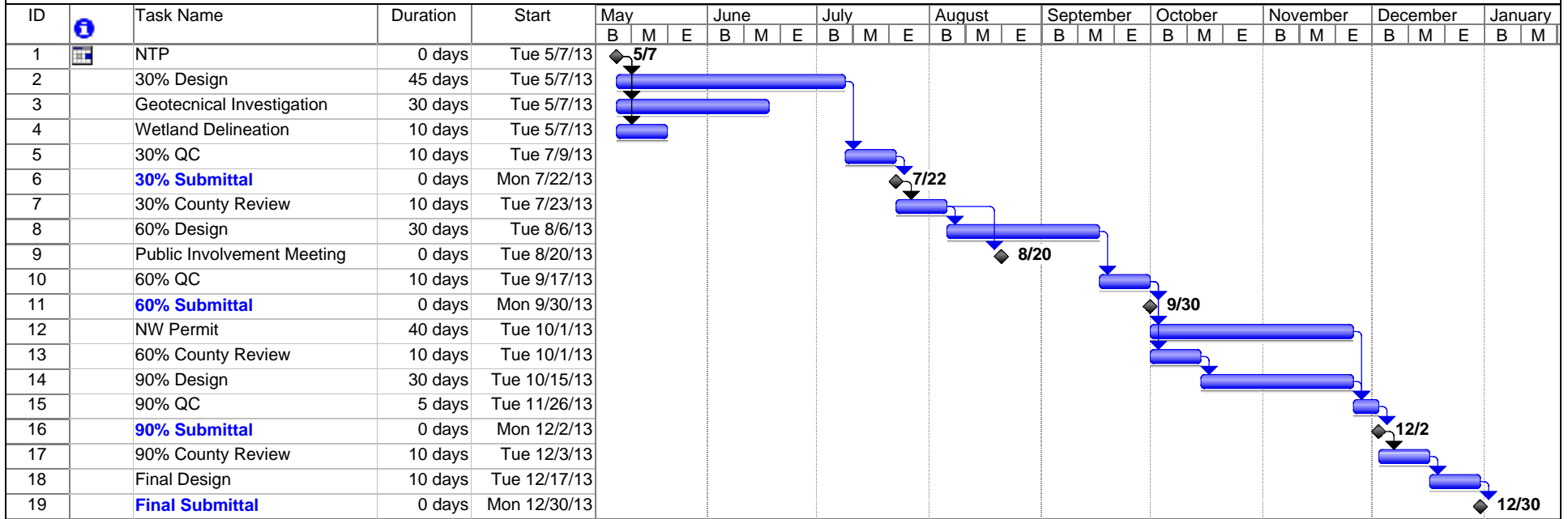


Exhibit "C"

Escambia County Design, Engineering and Inspection Services		
Audited Rate Calculation for HDR Engineering, Inc.		
Audited Rates	HDR	Contract Maximum
Overhead	164.57%	166%
FCCM	0.29000%	1.60%
Direct Expense Rate	10.91%	n/a
Contract Profit	10.00%	10%

Appendix A
Fee Breakdown for:
Larry M. Jacobs & Associates, Inc.

Figure #1

LMJ COST BREAKDOWN

CLIENT: Mr. Allen Vinson w/ HDR Engineering, Inc.
PROJECT: Campbell Road Paving, Escambia County, FL

UNIT FEE	EST. QTY	EST. COST RANGE
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FIELD TESTING/DRILLING SERVICES

MOBILIZATION	0-25 MI	\$350.00 /EA			
	26-75 MI	\$425.00 /EA			
	76-125 MI	\$475.00 /EA	1	475.00	475.00
STANDARD PENETRATION TEST BORINGS 5-6@15', 4@10' and 19@6'	0-40 FT	\$13.00 /LF	229 - 244	2,977.00	3,172.00
	41-80 FT	\$16.00 /LF			
	81-120 FT	\$18.00 /LF			
TRIPOD BORINGS	0-30 FT	\$19.00 /LF			
	31-60 FT	\$21.00 /LF			
AUGER/PROBE BORINGS		\$12.50 /LF			
2-MAN CREW MILEAGE		\$0.75 /MI	270 - 360	202.50	270.00
DIFFICULT MOVING TIME ALLOWANCE		\$125.00 /HR			
OBTAIN UNDISTURBED/SHELBY TUBE/BULK SAMPLE		\$78.00 /EA	5 - 6	390.00	468.00
ENGINEERING TECHNICIAN (LOCATE BORINGS & CLEAR UTILITIES)		\$53.00 /HR	8	424.00	424.00
ENGINEERING TECHNICIAN MILEAGE		\$0.50 /MI	90	45.00	45.00
FIELD TESTING/DRILLING TOTAL				\$4,513.50	\$4,854.00

LABORATORY TESTING SERVICES

WATER CONTENT		\$16.00 /EA			
SIEVE ANALYSIS		\$53.00 /EA	5 - 6	265.00	318.00
WASH #200 SIEVE		\$37.00 /EA			
PERMEABILITY (INCL. UNIT WEIGHT & MOISTURE CONTENT)		\$100.00 /EA			
ATTERBERG LIMITS TEST		\$90.00 /EA			
LIMEROCK BEARING RATIO (LBR) TEST		\$450.00 /EA	5 - 6	2,250.00	2,700.00
BASIC PROPERTIES TESTING ALLOWANCE				1,000.00	1,000.00
LABORATORY TESTING TOTAL				\$3,515.00	\$4,018.00

ENGINEERING SERVICES

SENIOR PRINCIPAL GEOTECHNICAL ENGINEER		\$125.00 /HR			
PRINCIPAL GEOTECHNICAL ENGINEER		\$100.00 /HR	45 - 55	4,500.00	5,500.00
PROJECT ENGINEER		\$95.00 /HR			
PROJECT MANAGER		\$90.00 /HR			
CAD TECHNICIAN		\$53.00 /HR	6	318.00	318.00
ENGINEERING TOTAL				\$4,818.00	\$5,818.00

TOTAL ESTIMATED COST RANGE

\$12,846.50	\$14,690.00
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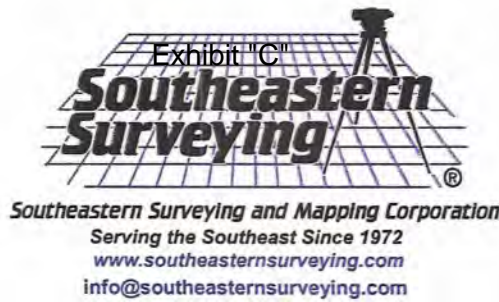


Appendix B
Fee Breakdown for:
Gulf Civil Engineering, LLC

Exhibit "C"

Appendix C
Fee Breakdown for:
Southeastern Surveying & Mapping Corporation

Steven L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Russell G. Daly, PSM, PLS
 Michael L. Dougherty, PSM
 Bruce C. Ducker, PSM
 James M. Dunn, II, PSM
 Mark J. Efrid, PSM
 Thomas F. Ferguson, PSM
 Tate B. Flowers, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE
 Jennings E. Griffin, PSM
 Daniel J. Henry, PSM, PLS
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM



James E. Mazurak, PSM
 Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM
 James L. Petersen, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 John S. Thomas, PSM
 Rick J. Travis, PSM
 Catherine E. Galgano, GISP
 Patrick J. Phillips, GISP
 Donna L. Canney, CST IV
 Kirk R. Hall, EI
 Frank B. Henry, CST IV
 David M. Rentfrow, CST IV
 Steve D. Smith, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

April 10, 2013

Via E-Mail: Allen.Vinson@hdrinc.com

Mr. Allen Vinson, PE
 HDR Engineering, Inc.
 25 Cedar Street, Suite 200
 Pensacola, FL 32502

**RE: Campbell Road DRP Project, Century, FL
 Section 4, Township, 5 North, Range 30 West, Escambia County, Florida**

Dear Mr. Vinson,

We are pleased to submit our proposal for Subsurface Utility Verification on the above referenced project.

SCOPE OF WORK:

1. Provide call in to Sunshine One Call of Florida as required by law before commencing work effort.
2. Obtain SUE test hole (borings) from plans provided by HDR, Inc. and review for clarity.
3. Provide mobilization to perform prescribed work effort to project site (one (1) time activity).
4. Perform ten (10) SUE test holes at locations provided and prepare a Test Hole Report for each site showing complete findings. Each report will be referenced to a minimum of three (3) existing improvements.
5. Restore each site in kind upon completion.
6. No conventional survey is included with this effort.

The fee for the above referenced work will be as follows:

Mobilization	\$ 257.54
Ten (10) Test Holes @ \$309.04 each	\$3,090.40
QA/QC Review	\$ 600.00
Total	\$3,947.94

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6500 All American Blvd.
 Orlando, FL 32810
 407.292.8580
 407.292.0141 Fax

1130 Highway 90,
 Chipley, FL 32428
 850.638.0790
 850.638.8069 Fax

Cypress Business Center
 8301 Cypress Plaza
 Drive, Suite 104,
 Jacksonville, FL. 32256
 904.737.5990

119 West Main Street,
 Tavares, FL 32778
 352.343.4880
 352.343.4914 Fax

10 East Lake Street,
 Kissimmee, FL 34744
 407.944.4880
 407.944.0424 Fax

3941 68th Avenue
 Pinellas Park, FL 33781
 727.525.6945
 727.522.1403 Fax

Steven L. Anderson, Jr., PSM, PLS
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 James M. Dunn, II, PSM
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 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM



Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

James E. Mazurak, PSM
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 Steve D. Smith, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

April 16, 2013

Via E-Mail: Allen.Vinson@hdrinc.com

Mr. Allen Vinson, PE
 HDR Engineering, Inc.
 25 Cedar Street, Suite 200
 Pensacola, FL 32502

**RE: Campbell Road DRP Project, Century, FL - Supplemental Survey and Descriptions
 Section 4, Township, 5 North, Range 30 West, Escambia County, Florida**

Dear Mr. Vinson,

We are pleased to submit our proposal for Supplemental Surveying Services on the above referenced project.

SCOPE OF WORK:

Provide Surveying Services in accordance with Chapter 5J-17 F.A.C. to include the following:

1. Utilize all existing control established on project for all services performed.
2. Provide additional survey services as needed upon the request of HDR Engineering, Inc.
3. Prepare five (5) new Descriptions as needed upon the request of HDR Engineering, Inc.

The fee for the above referenced work will be as follows:

Survey Services	2 Days x \$1,500.00	=	\$3,000.00
Supervision (Project Management) (Cadd Support)	16 Hours x \$85.00	=	\$1,360.00
New Descriptions	5 Descriptions x \$400	=	\$2,000.00
TOTAL			\$6,360.00

All services will be charged against the unit rate.

We anticipate completion of the above described work within your schedule after receipt of written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

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6500 All American Blvd. Orlando, FL 32810 407.292.8580 407.292.0141 Fax	1130 Highway 90, Chipley, FL 32428 850.638.0790 850.638.8069 Fax	Cypress Business Center 8301 Cypress Plaza Drive, Suite 104, Jacksonville, FL. 32256 904.737.5990 904.737.5995 Fax	119 West Main Street, Tavares, FL 32778 352.343.4880 352.343.4914 Fax	10 East Lake Street, Kissimmee, FL 34744 407.944.4880 407.944.0424 Fax	3941 68th Avenue Pinellas Park, FL 33781 727.525.6945 727.522.1403 Fax
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4215

County Administrator's Report 10.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Approval of Amendment #1 to Special Needs Housing Rental Development Agreement (Clinton Cox Residence)

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Amendment #1 to the Special Needs Housing Rental Development Agreement for the Clinton Cox Residence - Keith Wilkins, Community & Environment Department Director

That the Board take the following action regarding Amendment #1 to the Special Needs Housing Rental Development Agreement (Transitional Housing), providing funding for development of a 12-unit transitional (rental) housing facility, known as the Clinton Cox Residence:

A. Approve Amendment #1 to the Special Needs Housing Rental Development Agreement (Transitional Housing) with Community Enterprise Investments, Inc. (CEII), Pathways for Change, Inc. (Pathways), and The Escambia Coalition on the Homeless, Inc. (ECOH), formally committing an additional \$25,000 in HOME Community Housing Development Organization (CHDO) set-aside funds (increasing total Grant funding from \$490,000 to \$515,000), to ensure adequate financing for development of the 12-unit transitional housing facility, known as the Clinton Cox Residence; and

B. Authorize the Chairman to execute Amendment #1 to the Special Needs Housing Rental Development Agreement (Transitional Housing) and all related documents required to fully implement the Agreement and to complete all provisions thereof.

[Funding: Fund 147, HOME, Cost Center 220408]

BACKGROUND:

Community Enterprise Investments, Inc. (CEII) responded to the 2011 HOME Community Housing Development Organization (CHDO) request for proposals to develop a 12-unit transitional housing facility (known as the Clinton Cox Residence) for ultimate use by Pathways for Change, Inc. (Pathways). The County entered a development Agreement with the parties on June 21, 2011, providing for investment of \$490,000 of HOME CHDO and State Housing Initiatives Partnership (SHIP) matching funds into the Special Needs Facility/Clinton Cox Residence (see **Exhibit I** for Board resume). Since that date, as Developer, CEII has been working with all parties to move the project to construction (including securing additional required gap "loan" financing from Florida Community Loan Fund). Though all required financing

is now in place for the special needs development and construction work has been initiated, there is some concern that the debt coverage is inadequate to ensure that the units can be continually rented and properly maintained at lower monthly rents prescribed by the HOME Program (the primary funding source for this development). CEII has now updated the aggregate project pro-forma to reflect needs that will ensure positive cash flow, after debt coverage and reserves for maintenance, which is desired given the low income targeting required by the HOME Program. Data collection and reporting functions as required for the project are performed by EscaRosa Coalition on the Homeless, Inc. (ECOH) through the Homeless Management Information System (HMIS).

To better position the development for success over the 20 year HOME affordability period, approval of this recommendation will provide an additional \$25,000 in HOME CHDO funds for the project bringing the total investment from \$490,000 to \$515,000. An Amendment to the existing June 2, 2011 Agreement is required to accomplish this (see **Exhibit II** for a copy of Amendment #1). Total projected cost for this project from all sources, including equity and developer fees, exceeds \$1,000,000, of which \$515,000 will be financed with HOME and SHIP resources.

The development site on West Blount Street is controlled by CEII and Pathways through a 50 year lease with Baptist Health Care Corporation, with option to extend for an additional 25 years. The site is on the south side of Blount Street just east of Pace Boulevard in the vicinity of Baptist Hospital (see **Exhibit III** for location map).

BUDGETARY IMPACT:

The additional \$25,000 in HOME funding is currently available in the County's FY 2013 budget in Fund 147/HOME Cost Center 220408.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been reviewed and approved by Kristin Hual, Assistant County Attorney. The Agreement has also been reviewed by CEII, Pathways and ECOH.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Amendment must be approved by the Board as a prerequisite to providing the additional HOME funds for the Special Needs Facility.

IMPLEMENTATION/COORDINATION:

The County's involvement with the project will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with CEII, Pathways and ECOH. Long term monitoring requirements associated with the HOME and/or SHIP investment will be managed by NEFI. All parties are aware of this recommendation and the schedule for consideration by the Board. All project related payments from HOME and/or SHIP funds will be processed by the County through the Finance Division.

Attachments

Exhibit I

Exhibit II

Exhibit III

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued7. Rebate to NFCU ►

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried 4-0, with Commissioner Robertson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), approving a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Ordinance 2007-56 and approved by the Board on September 16, 2010; NFCU has completed year two of the criteria established as noted in the Economic Development Agreement dated April 2, 2009 (funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations).

10. Special Needs Housing ►

Motion made by Commissioner Valentino, seconded by Commissioner Young, and carried 4-0, with Commissioner Robinson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), taking the following action concerning the Escambia Consortium HOME Investment Partnership Act (HOME) and State Housing Initiatives Partnership (SHIP)-supported 12-unit Transitional (Rental) Housing Development Agreement for the facility to be known as the Clinton Cox Residence (Funding: Fund 147/2007 and 2009 HOME, Cost Centers 220500 and 220408, and Fund 120/2010 SHIP, Cost Center 220430):

- A. Approving the *Special Needs Housing Rental Development Agreement (Transitional Housing)* with Community Enterprise Investments, Inc. (CEII), Pathways for Change, Inc. (Pathways), and EscaRosa Coalition on the Homeless, Inc. (ECOH), formally committing \$490,000, comprised of \$355,000 in HOME Community Housing Development Organization (CHDO) set-aside funds and \$135,000 in SHIP funds, to financially support the cost of constructing a 12-unit transitional housing facility, including nine HOME set-aside units, to be known as the Clinton Cox Residence, on property controlled by CEII and Pathways, through a 50-year Lease from Baptist Health Care Corporation, located on Blount Street just east of Pace Boulevard (Parcel Reference #302S301001001030), in accordance with the long-term occupancy requirements of the HOME and SHIP Programs; and

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued...

- B. Authorizing the Chairman to execute the *Special Needs Housing Rental Development Agreement (Transitional Housing)* and all related documents required to fully implement the Agreement and to complete all provisions thereof.

For Information: The Board heard Commissioner Young disclose that she serves on the CEII Board and is involved with Baptist Hospital; however, because she is not paid for this service, she is not precluded from voting on this issue.

11. Project "Sugar" 

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning Project "Sugar," as amended to adjust the (*average annual*) wage number, per the State schedule, from \$43,000 to \$40,745, the (*50-job total*) payroll number (*from \$2,150,000*) to \$2,037,250, and the 100-job (*payroll*) level (*from \$4.3 million*) to \$4,074,500, and to provide a Resolution, instead of a letter:

- A. Adopting a Resolution (*R2011-86*) of support for Project "Sugar"; and
- B. Approving to establish the Board's intent of support to approve an Economic Development Agreement with Project "Sugar", an economic development prospect; Project "Sugar" is a maker of confectionery products and is expected to bring over 100 full-time jobs to the area, with an average (*annual*) wage of \$40,745, exclusive of benefits, and a minimum capital investment of \$6 million; the total maximum possible incentive would be \$250,000, payable as follows (funds are available in Fund 102, Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations):
- (1) \$125,000 when Project "Sugar" reaches 50 jobs, \$2,037,250 in total payroll, and a capital investment of \$6 million; and
 - (2) \$125,000 when Project "Sugar" reaches 100 jobs and \$4,074,500 in payroll.

AMENDMENT #1
Special Needs Housing Rental Development Agreement
(Transitional Housing)

THIS AMENDMENT is made and entered into this 2nd day of May, 2013, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, ("County"), FID# 59-6000598, **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a non profit corporation organized under the laws of the State of Florida, ("CEII" and "Developer"), FID #591586520, **PATHWAYS FOR CHANGE, INC.**, a non profit corporation organized under the laws of the State of Florida, ("Pathways"), FEIN #900591724, and **THE ESCAMBIA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida ("ECO"), FID #592909065), for the express purpose of providing HOME Investment Partnerships Program ("HOME") Community Housing Development Organization ("CHDO") and State Housing Initiatives Partnership ("SHIP") matching funds to partially finance completion of transitional housing units for homeless or formerly homeless persons in conjunction with the development of the facility to be known as the Clinton Cox Residence (the "Project").

WITNESSETH:

WHEREAS, a portion of said HOME grant funding has been prioritized for use in providing affordable rental housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

WHEREAS, CEII's organizational structure fulfills the requirements for designation as a local CHDO, and

WHEREAS, Pathways is a Florida not for profit corporation established for the purpose of mentoring, assisting and rehabilitating incarcerated persons facing imminent release from a penal institution and/or formerly incarcerated persons facing homelessness in order to reduce recidivism and homelessness within the targeted lower income special needs population, and

WHEREAS, on June 2, 2011, the County entered an agreement with CEII, Pathways and ECOH for the purpose of implementing the Project and construction of said Project is currently underway the ("Agreement"); and

WHEREAS, the HOME and SHIP funding initially provided through the Agreement, combined with conventional loan financing secured by CEII, have proven inadequate to fully cover the total Project development costs of the special needs facility based upon the final Project pro-forma; and

WHEREAS, the County, CEII, Pathways and ECOH now wish to amend the original Agreement to provide additional HOME funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County, CEII, Pathways and ECOH hereby agree to amend the Agreement as follows:

1. **ARTICLE II, Section 2.0** of the Agreement is hereby amended to read as follows:

ARTICLE II, Section 2.0 of the Agreement is hereby amended to increase the funding provided through the Agreement from **\$490,000 to \$515,000** to recognize additional HOME funding to be provided by the County for the Project and to make corresponding revisions to the sources and uses summary incorporated in **Exhibit III** of the Agreement. Said additional HOME funds shall be solely available from 2009 HOME Investment Partnerships Program Grant M-09-DC-12-0225.

2. **ARTICLE IV, Sections 4.6 and 4.7** of the Agreement are hereby amended to read as follows:

ARTICLE IV, Section 4.6 of the Agreement is hereby amended to increase the amount of the referenced HOME/SHIP Deferred Payment Loan from **\$480,000 to \$505,000**.

ARTICLE IV, Section 4.7 of the Agreement is hereby amended to increase the amount of the referenced HOME/SHIP Deferred Payment Loan from **\$480,000 to \$505,000**.

3. **EXHIBIT III** of the Agreement, as attached, is hereby amended to reflect the additional HOME funding to be provided through the Agreement as referenced in Section 1 above and other conforming revisions.

4. By executing this Amendment to the existing Agreement, CEII agrees to record, within 30 days of the effective date of this Amendment, a HOME/SHIP Mortgage with respect to the Project development site located at 1601 West Blount Street to reflect the aggregate amount of funding provided for the Project.

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

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties have set their hands and seals this day and year first written above.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida, by and through its
BOARD OF COUNTY COMMISSIONERS**

By: _____
Gene M. Valentino, Chairman

BCC Approved: May 2, 2013

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Escambia County Legal Department Approval:

This document approved as to form
and legal sufficiency.

By: _____
Title: _____
Date: 9/10/13

Community Enterprise Investments, Inc., a not for profit corporation chartered in the State of Florida

By: _____
_____, President

ATTEST:

Corporate Secretary
(SEAL)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who is President of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

___ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

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

Pathways for Change, Inc., a not for profit corporation chartered in the State of Florida

By: _____
_____, President

ATTEST:

Corporate Secretary
(SEAL)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who is President of Pathways for Change, Inc., a not for profit corporation, who did not take an oath and who:

- _____ is/are personally known to me.
- _____ produced current Florida driver's license as identification.
- _____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

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

The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation chartered in the State of Florida

By: _____
_____, President

ATTEST:

Corporate Secretary

(SEAL)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who is President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:

_____ is/are personally known to me.

_____ produced current Florida driver's license as identification.

_____ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

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

EXHIBIT III
(REVISED: May 2, 2013)

CHDO SPECIAL NEEDS HOUSING DEVELOPMENT

**CLINTON COX RESIDENCE
PROJECT BUDGET
AND SOURCES/USES STATEMENT**

REVISED PROJECT PROFORMA

Clinton Cox Transition Housing Project

Project Name: Clinton Cox Transitional Housing Project
Developer: Community Enterprise Investment Green Cells are User Input
Address: 302 N Barcelona Street White Cells are Automatically Calculated Values
 Pensacola, FL 32502

Uses

Acquisition Costs:

Acquisition: Land	\$	100,000	Land donated by Baptist Hosp
Acquisition: Modular Building	\$	489,298	Affinity Building Systems
Total Acquisition:	\$	589,298	

Construction:

Contract with GC (incl profit, OH, gen conditions)	\$	234,135	
Bond Premium	\$	-	
Construction Contingency	\$	35,000	
Total Construction:	\$	269,135	

Soft Costs:

Building Permit, License & Fees	\$	15,742	
Architect or Rehab Specialist - Specs/Estimates	\$	34,848	
Engineering	\$	6,291	
Environmental: Site-Specific Review	\$	1,900	
Acquisition Closing - Legal and Recording Fees			
Title Search & Title Insurance			
Survey			
Appraisal & Analysis of Rent Comparables			
Builder's Risk and/or Casualty Insurance			
Carrying Costs - Real Estate Taxes			
Carrying Costs - Utilities			
Carrying Costs - Site Security			
Carrying Costs - Grounds Maintenance			
Furniture Fixtures & Equipment	\$	8,800	
Prefunded Replacement Reserve	\$	-	
Prefunded Operating and/or Rental Loss Reserves	\$	-	
Seller Legal and Recording Costs			
Land Clearing	\$	9,325	
Easement	\$	1,400	
Other	\$	4,500	
Soft Cost Contingency	\$	20,234	
Developer Fee	\$	50,000	
Total Soft Costs:	\$	153,040	

Total Development Cost:	\$	1,011,473	
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Sources

Supportable Debt (see Operating Budget)	\$	396,473	
Additional Sources of Funds:			
CHDO Grant	\$	515,000	
Owner/Investor Equity	\$	100,000	
Other	\$	-	
Total Development Sources:	\$	1,011,473	
Gap/(Or Excess Sources):	\$	-	

Revised Sources reflects an increase in the HOME CHDO/SHIP funding from \$490,000 to \$515,000

Operating

Project Name Clinton Cox Transitional Housing Project Green Cells are User Input
Address: White Cells are Automatically Calculated

12

Income:

Monthly Income

Rent:	# Units	Monthly Rent	Annual Rent	
Efficiency	9	\$ 518	\$ 55,944	\$ 4,662
One Bedroom	3	\$ 645	\$ 23,220	
Two Bedroom	0	\$ -	\$ -	
Three Bedroom	0	\$ -	\$ -	
Total Units	12			
Gross Rent			\$ 79,164	
Less:				
Vacancy		8.0%	\$ (6,333)	
Bad Debt		2.0%	\$ (1,583)	
Gross Effective Income:			\$ 71,248	

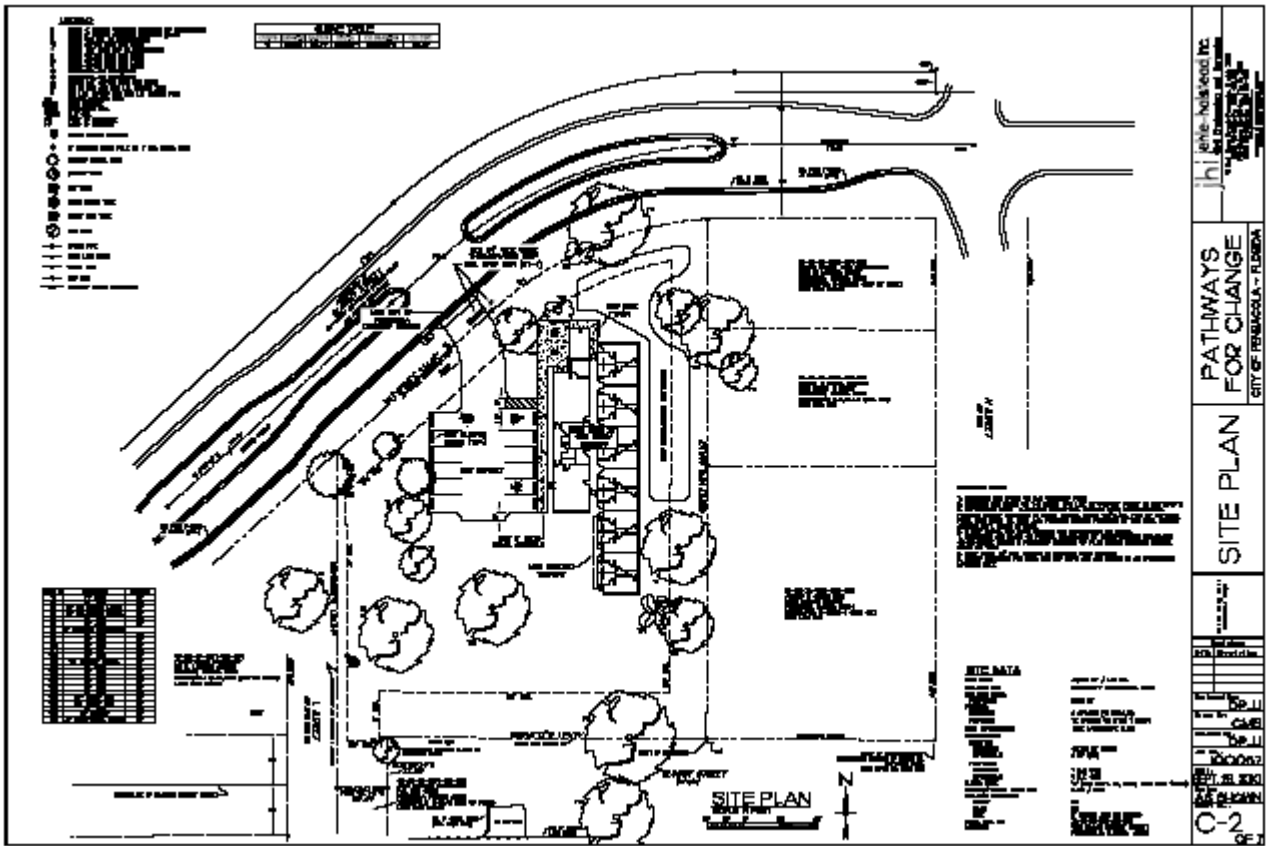
Expenses:

Administrative		Annual	Average Per Unit
Advertising & Marketing		\$ 50	\$ 4
Mgmt Fee (% of collections)	8.0%	\$ 5,700	\$ 475
Administrative		\$ -	\$ -
Legal		\$ 327	\$ 27
Accounting		\$ -	\$ -
Office Supplies		\$ 100	\$ 8
Credit Checks		\$ -	\$ -
Leasing Fees		\$ 100	\$ 8
Other		\$ 30	\$ 3
Total Administrative:		\$ 6,307	\$ 526
Payroll			
Administrative Payroll		\$ 2,880	\$ 240
Maintenance Payroll		\$ 300	\$ 25
Fringe	15.0%	\$ 477	\$ 40
Payroll Taxes	7.65%	\$ 243	\$ 20
Total Payroll:		\$ 3,900	\$ 325
Maintenance			
Decorating (unit make ready)		\$ 350	\$ 29
Repairs		\$ 500	\$ 42
Security		\$ -	\$ -
Grounds (landscaping, mowing)		\$ 1,260	\$ 105
Building supplies		\$ 80	\$ 7
Service contracts (HVAC)		\$ 150	\$ 13
Other		\$ -	\$ -
Total Maintenance:		\$ 2,340	\$ 195
Operating:			
Fuel (heating & hot water)		\$ -	\$ -
Electric		\$ 1,800	\$ 150
Water/Sewer		\$ 10,800	\$ 900

Sample Pro Forma Single Family Rentals

Trash removal	\$	6,000	\$	500
Janitorial	\$	-	\$	-
Exterminating	\$	1,440	\$	120
Telephone	\$	-	\$	-
Other	\$	-	\$	-
Total Operating Costs:	\$	20,040	\$	1,670
Taxes & Insurance:				
Real Estate Taxes	\$	-	\$	-
Insurance	\$	6,000	\$	500
Other Taxes, Licenses, Fees	\$	80	\$	7
Total Taxes:	\$	6,080	\$	507
Total Annual Operating Expenses:	\$	38,667	\$	3,222
			\$	-
			\$	-
NOI Before Reserves & Debt Svc:	\$	32,580	\$	2,715
			\$	-
			\$	-
			\$	-
Reserves:				
		Per Unit	Annual	
Replacement Reserve	\$	125	\$	1,500
Operating Reserve	\$	-	\$	-
Cashflow Before Debt Service:	\$		\$	31,080
Debt Service (See Terms Below)			\$	28,524.00
Cashflow After Debt Service			\$	2,556.33

DEVELOPMENT SITE FACILITY LAYOUT (PLANNED)



SITE PLAN	PATHWAYS FOR CHANGE <small>CITY OF TAMPA - FLORIDA</small>	<small>INTEGRATED DESIGN</small> <small>ARCHITECTURE</small> <small>PLANNING</small> <small>LANDSCAPE ARCHITECTURE</small> <small>INTERIOR DESIGN</small> <small>ENVIRONMENTAL DESIGN</small> <small>CONSTRUCTION MANAGEMENT</small>	C-2 <small>9/1/2011</small>
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4082

County Administrator's Report 10. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Acquisition of Real Property Located at 3810 Frontera Circle

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 3810 Frontera Circle - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the acquisition of real property located at 3810 Frontera Circle within the Brownsville Community Redevelopment Area:

A. Authorize the purchase of real property (totaling approximately 0.06 acres) from George E. Thomas, for the negotiated amount of \$19,900, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of the parcel of real property located at 3810 Frontera Circle; and

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

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

BACKGROUND:

Frontera Circle is a small neighborhood located in the Brownsville Redevelopment Area. Many of the Units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean-sweeps" through the neighborhood; there have been numerous code violations with current outstanding liens. The neighborhood is a rampant focal point for illegal activities including drug offenses, prostitution, robbery and assault. As part of a Community Revitalization Plan, at the August 18, 2011 meeting the Board passed a recommendation authorizing the expenditure of funds to acquire and assemble 32 specific properties within the neighborhood. The property specified within this recommendation are a part of that plan.

BUDGETARY IMPACT:

Funds for this project are available in the Community Redevelopment Agency Fund 151 / Cost Center 220515 CRA Brownsville / Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of the property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney.

PERSONNEL:

All work associated with the request is in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract

Aerial

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between **GEORGE E. THOMAS**, whose address is 10129 Ferry Farm Lane, Frisco, Texas 75035 ("Seller"), and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____. Prior to closing, Seller may remove and retain the heating, ventilating and air conditioning system and other fixtures and personal property; upon closing, Seller shall relinquish all of its right, title and interest to any fixtures or other personal property remaining on the Property.
2. **PURCHASE PRICE; PAYMENT.** The purchase price is Nineteen Thousand Nine Hundred Dollars (\$19,900.00), payable to Seller at closing.
3. **TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE.** If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.
4. **TITLE EVIDENCE.** Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.
5. **SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS.** Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Sellers' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).
7. **BROKERS.** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to a licensed real estate broker other than Sell Florida Homes, Inc. which is the agent of the Buyer and shall be compensated at closing by the Buyer.
8. **TAXES AND ASSESSMENTS.** All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.
9. **CONVEYANCE AND TRANSFER OF TITLE.** Seller shall convey title to the Property by Warranty Deed.
10. **CLOSING.** This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before December 31, 2013, unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.
11. **CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE.** At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.
12. **FAILURE OF PERFORMANCE.** If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.
13. **ATTORNEYS' FEES; COSTS.** Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.
14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or

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

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

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

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

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

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

TO BUYER:

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

TO SELLER:

George E. Thomas
10129 Ferry Farm Lane
Frisco, Texas 75035

WITH A COPY TO:

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

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

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

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

and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. **ACCESS.** Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. **OCCUPANCY AND POSSESSION.** Seller warrants delivery of possession of the Property to Buyer at closing.

26. **CONDEMNATION.** Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. **FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT.** Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk
BCC Approved: _____

Date: _____ This document approved as to form
and legal sufficiency.

By Shel
Title Asst. County Attorney
Date April 10, 2013

SELLER:

GEORGE E. THOMAS

Date: 3/11/13

Witness
Daniel A. Diaz
Print Name

Mary DeLaughter
Witness
Mary DeLaughter
Print Name

STATE OF Texas
COUNTY OF Collin

The foregoing instrument was acknowledged before me this 11th day of March, 2013,
by George E. Thomas, who () is personally known to me, (X) produced current Texas Driver License
as identification.

Signature of Notary Public
Virginia M Rosado
Printed Name of Notary Public

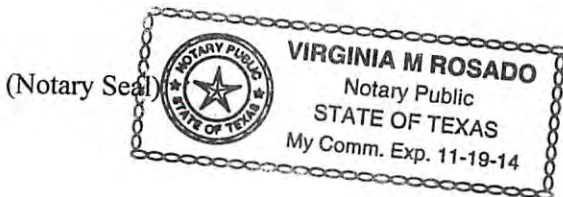



EXHIBIT A

Lot 22, Block C, WHISPERING OAKS, according to the Plat thereof, recorded in Plat Book 8, Page 36, of the Public Records of ESCAMBIA County, Florida.

Parcel Identification Number: 34-2S-30-0295-022-003

Tax Account Number: 07-0544-375


Signature


Date

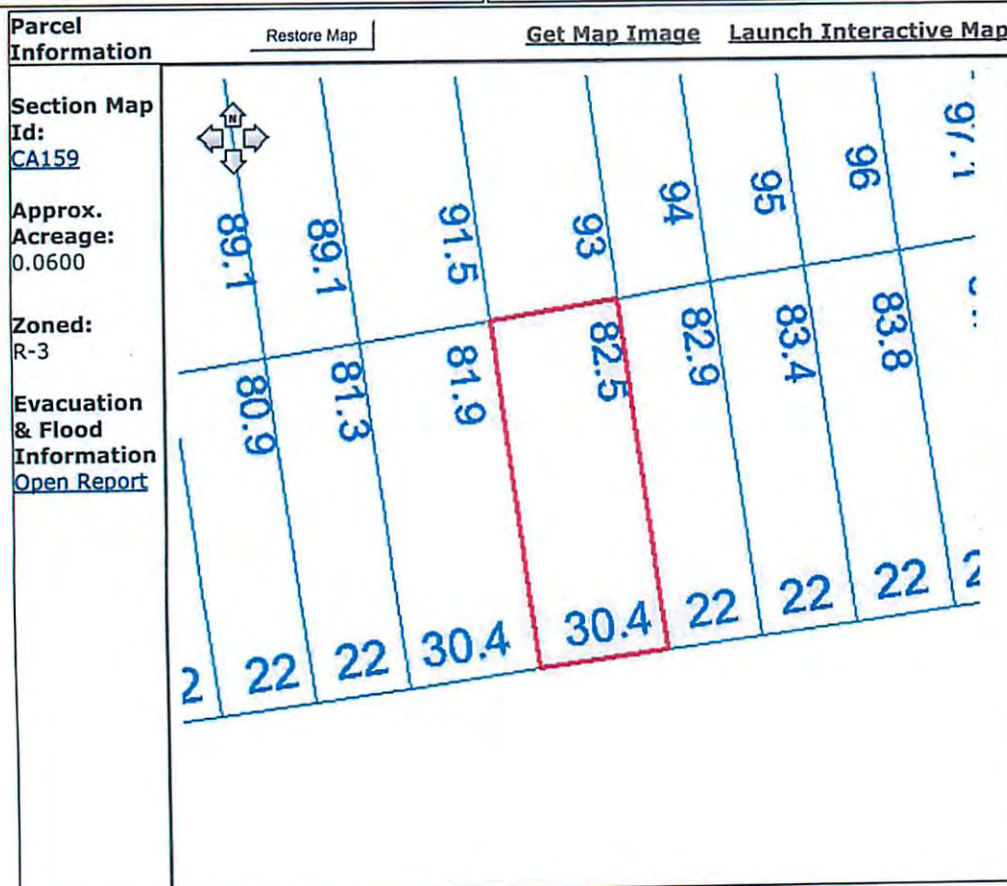
[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	342S300295022003	Improvements:	\$0
Account:	070544375	Land:	\$3,040
Owners:	THOMAS GEORGE E	Total:	\$3,040
Mail:	10129 FERRY FARM LN FRISCO, TX 75035	Save Our Homes:	\$0
Situs:	3810 FRONTERA CIR 32505	Disclaimer	
Use Code:	SINGLE FAMILY RESID	Amendment 1 Calculations	
Taxing Authority:	ESCAMBIA COUNTY		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data					2012 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None
02/04/2008	6297	1748	\$22,000	WD	View Instr	Legal Description LOT 22 BLK C WHISPERING OAKS PB 8 P 36 OR 6297 P 1748 CA 159
04/2007	6129	1183	\$100	CT	View Instr	
12/1999	4509	248	\$28,500	WD	View Instr	
08/1998	4342	1758	\$8,500	WD	View Instr	
05/1997	4142	1537	\$100	QC	View Instr	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court						Extra Features
						None



Buildings

Building 1 - Address:3810 FRONTERA CIR, Year Built: 1973, Effective Year: 1973

Structural Elements FOUNDATION-SLAB ON GRADE EXTERIOR WALL-BRICK-FACE NO. PLUMBING FIXTURES-5.00 DWELLING UNITS-1.00 EXTERIOR WALL-SIDING-SHT.AVG. ROOF FRAMING-GABLE ROOF COVER-COMPOSITION SHG INTERIOR WALL-DRYWALL-PLASTER NO. STORIES-2.00 FLOOR COVER-CARPET DECOR/MILLWORK-AVERAGE HEAT/AIR-CENTRAL H/AC STRUCTURAL FRAME-WOOD FRAME	
Areas - 1518 Total SF BASE AREA - 660 PATIO - 91 UPPER STORY FIN - 704 UTILITY FIN - 63	

Images



1/14/11



2/18/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3810 Frontera Circle PRN# 342S300295022003

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCCARO
 Date: 01-29-13
 Comments: REQUIRED BOUNDARY SURVEY

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



LEGAL DESCRIPTION: (O.R. BOOK 6297, PAGE 1748)

LOT 22, BLOCK "C", WHISPERING OAKS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK, PAGE 36, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LEGEND:

(D)	DEED MEASUREMENT
(F)	FIELD MEASUREMENT
R/W	RIGHT-OF-WAY
BSL	BUILDING SETBACK LINE
	1" PIPE
	1/2" IRON ROD
	4x4 CONCRETE MONUMENT #475
	1/2" CAPPED IRON ROD - ILLEGIBLE
	L.E. SHONTZ
	SET 1/2" CAPPED IRON ROD #7612
	1/2" CAPPED IRON ROD #6112
	5/8" CAPPED IRON ROD #5863
	5/8" CAPPED IRON ROD
	BELL SOUTH PEDESTAL
	WATER METER
	LIGHT POLE

NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 3-14-12.
2. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF FRONTERA CIRCLE AS S 79°14'00" W.

CERTIFICATIONS:

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

Rob L. Working

ROB L. WORKING P.L.S. FLORIDA REGISTRATION NO. 5878

NOT VALID UNLESS
SEALED WITH AN
EMBOSSSED SEAL

4/12/12



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 3810 Frontera Circle / PRN # 342S300295022003

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: Maintenance Division
 Date: January 29, 2013
 Comments: No inspection performed due to the permanent structures and improvements being demolished

Director's Signature *David W. Wheeler*
 David W. Wheeler, CFM

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

3810

Commitment for Title Insurance
(with Florida Modifications)



File No. 013612

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.


This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.


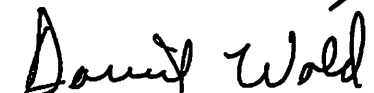
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

Escamosa Land Research, LLC

Continued on back page

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory

By  President
Attest  Secretary



Schedule A

COMMITMENT

1. Effective Date: 2/21/12 at 8:00 A.M.

File No 013612

2. Policy or Policies to be issued:

Proposed Amount of Insurance:

a. 2006 ALTA Owner's Policy with Florida Modifications: \$ TBD

Proposed Insured: Escambia County, Florida

b. 2006 ALTA Loan Policy with Florida Modifications: \$ _____

Proposed Insured:

Premium: \$

3. The estate or interest in the land described or referred to in this Commitment is fee simple interest.

4. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

George E. Thomas, a married man by Warranty Deed in OR 6297 Page 1748.

5. The land referred to in this Commitment is described as follows:

Lot 22, Block "C", Whispering Oaks Subdivision, Escambia County, Florida, according to the Plat thereof recorded in Plat Book 8, at Page 36, of the public records of said County.

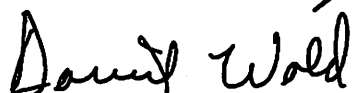
TA#34-2S-30-0295-022-003, Frontera Circle

Escarosa Land Research, LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Signatory

By  President

Attest  Secretary

Schedule B-1

COMMITMENT



Requirements:

File No. 013812

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - A. Secure and Record Warranty Deed from George E. Thomas, a married man to Escambia County, Florida, covering property as described in Schedule "A" herein.
NOTE: Require joinder of spouse or non homestead recital.
3. Other instruments which must be properly executed, delivered and duly filed for record and/or other matters which must be furnished to the company:

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Escambia County, Florida, unless otherwise noted.

Schedule B-II

COMMITMENT



File No. 013612

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

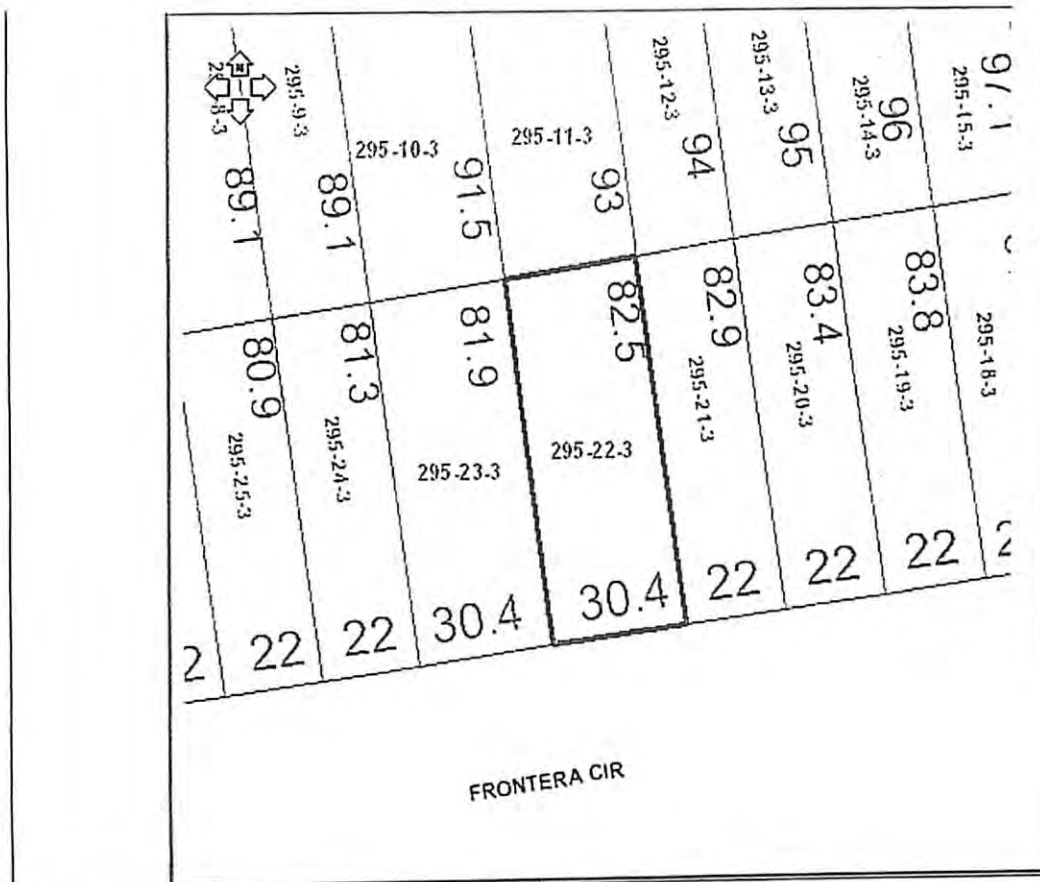
1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land."
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2012 and subsequent years.
7. Anything to the contrary notwithstanding, this Policy does not attempt to set out the manner in which all the minerals in, on or under the property described in Schedule "A" are now vested, nor any right or easements in connection therewith, and any and all minerals and mineral rights are specifically excepted herein.
8. Restrictive Covenants in OR 677 Page 800 and OR 2681 Page 602.
9. Easement to Gulf Power Company in OR 656 Page 411 and OR 680 Page 667.
10. Plat Conditions recorded in Plat Book 8 at Page 36.
11. Right of Way of Frontera Circle.
12. Subject to party wall agreement in OR 677 Page 798.
13. Subject to restriction prohibiting the sale of alcoholic beverages in Deed Book 293 Page 62.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

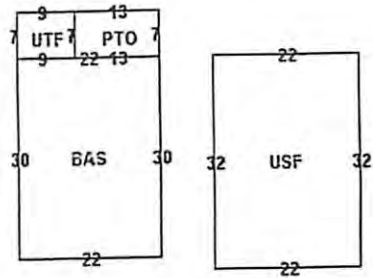


FRONTERA CIR

Buildings

Building 1 - Address: 3810 FRONTERA CIR, Year Built: 1973, Effective Year: 1973

Structural Elements
 FOUNDATION-SLAB ON GRADE
 EXTERIOR WALL-BRICK-FACE
 NO. PLUMBING FIXTURES-5.00
 DWELLING UNITS-1.00
 EXTERIOR WALL-SIDING-SHT.AVG.
 ROOF FRAMING-GABLE
 ROOF COVER-COMPOSITION SHG
 INTERIOR WALL-DRYWALL-PLASTER
 NO. STORIES-2.00
 FLOOR COVER-CARPET
 DECOR/MILLWORK-AVERAGE
 HEAT/AIR-CENTRAL H/AC
 STRUCTURAL FRAME-WOOD FRAME



Areas - 1518 Total SF
 BASE AREA - 660
 PATIO - 91
 UPPER STORY FIN - 704
 UTILITY FIN - 63

Images



1/14/11



2/18/03

Escambia County Tax Collector

generated on 1/23/2012 10:47:20 AM CST

Tax Record

Last Update: 1/23/2012 10:47:20 AM CST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number 07-0544-375		Tax Type REAL ESTATE		Tax Year 2011	
Mailing Address THOMAS GEORGE E 10129 FERRY FARM LN FRISCO TX 75035		Property Address 3810 FRONTERA CIR		GEO Number 342S30-0295-022-003	
Exempt Amount See Below		Taxable Value See Below			
Exemption Detail NO EXEMPTIONS		Millage Code 06		Escrow Code	
Legal Description (click for full description) 342S30-0295-022-003 3810 FRONTERA CIR LOT 22 BLK C WHISPERING OAKS PB 8 P 36 OR 6297 P 1748 CA 159					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	3,040	0	\$3,040	\$21.21
PUBLIC SCHOOLS					
By Local Board	2.2480	3,040	0	\$3,040	\$6.83
By State Law	5.5730	3,040	0	\$3,040	\$16.94
SHERIFF	0.6850	3,040	0	\$3,040	\$2.08
WATER MANAGEMENT	0.0400	3,040	0	\$3,040	\$0.12
Total Millage		15.5215	Total Taxes		\$47.18
Non-Ad Valorem Assessments					
Coda	Levyng Authority				Amount
NFP	FIRE (CALL 595-4960)				\$80.00
Total Assessments					\$80.00
Taxes & Assessments					\$127.18
If Paid By					Amount Due
					\$0.00
Date Paid	Transaction	Receipt	Item	Amount Paid	
12/13/2011	PAYMENT	251460.0001	2011	\$123.36	

NO DELINQUENT PAID

Prepared by and return to:
Nathan Cote
Van Ness Law Firm, P.A.
1239 East Newport Center Drive Suite 110
Deerfield Beach, FL 33442
954-571-2031
File Number: VA4689-07
Will Call No.: 8000523079

[Space Above This Line For Recording Data]

Special Warranty Deed

This Indenture made this 4th day of February, 2008 between Secretary of Veterans Affairs, an Officer of the United States of America and Secretary of Veterans Affairs, an Officer of the United States of America whose post office address is Department of Veterans Affairs, Washington DC 20420, grantor, and George E Thomas, a married man whose mailing address is 10129 Ferry Farm Lane Frisco, TX 75035, 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 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:

Lot 22, Block C, WHISPERING OAKS, according to the Plat thereof, recorded in Plat Book 8, Page 36, of the Public Records of ESCAMBIA County, Florida.

Parcel Identification Number: 07-0544-375

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 claiming by, through or under grantors.

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:

Pursuant to provisions of 38 U.S.C. 3720 (a) (6) the Secretary of Veterans Affairs does not seek to exercise exclusive jurisdiction over the within described property.

[Signature]
Witness Name: **JAMES LANZERIO**
[Signature]
Witness Name: Rich W. Alster

Secretary of Veterans Affairs, an Officer of the United States of America
[Signature]
MICHAEL MORELAND
By: Director, VA REO
Its: Ocwen Loan Servicing L.L.C.
Pursuant to delegation of authority contained in 38 C.F.R. § 36.4342 (f)



(Corporate Seal)

State of Florida
County of Orange

MICHAEL MORELAND
Director, VA REO

On this date, before me personally appeared _____ Pursuant to delegation of authority contained in 38 C.F.R. § 36.4342 (f), to me known to be the person who executed the foregoing instrument on behalf of Secretary of Veterans Affairs, and acknowledged that he executed the same as the free act and deed of said Secretary.

In Witness Whereof, I have hereunto set my hand affixed my official seal in the State of Florida aforesaid, this 7 day of March, 2008

[Notary Seal]

NOTARY PUBLIC-STATE OF FLORIDA
Jim Lanzerio
Commission # DD535566
Expires: APR. 02, 2010
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]
Notary Public
Printed Name: **JAMES LANZERIO**
My Commission Expires: _____

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property* Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

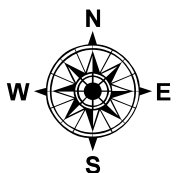
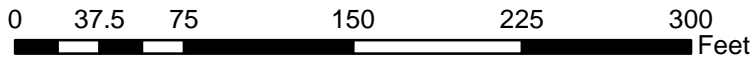
9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

8/18/2011

Page 15 of 34

dch

3810 Frontera Circle





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4219

County Administrator's Report 10. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Write-Off Accounts Receivable

From: Mike Weaver

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

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

That the Board adopt the Resolution authorizing the write-off of \$479,040 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

BACKGROUND:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of the debt. This Resolution includes write-offs from EMS Ambulance Billings for the second quarter of Fiscal Year 2012-2013 for 945 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing, pre-collection letter(s), and/or referral to the secondary collection agency. All accounts have been with the secondary collection agency for at least 120 days. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney Alison P. Rogers has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Q2 FY12-13 BDWO Resolution

RESOLUTION R2013-_____

WHEREAS, certain accounts totaling \$479,040.00 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – Q2 FY12/13 BDWO" and made part hereof by reference; and

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

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

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

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

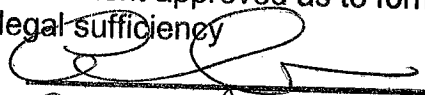
Board of County Commissioners
Escambia County, Florida

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

This document approved as to form
and legal sufficiency

By 

Title County Attorney

Date 4/18/13

ATTACHMENT A - Q2 FY12/13 BDWO

Trip Date	Run #	Customer	Due
2007-11-19	32570		\$150.00
2008-08-24	22362		\$84.46
2008-10-08	26542		\$84.46
2009-07-18	19357		\$88.78
2009-10-20	28644		\$88.78
2010-03-15	6887		\$83.67
2010-12-19	33311		\$75.00
2011-04-16	10285		\$555.00
2011-08-16	22745		\$565.00
2011-10-22	29233		\$572.00
2011-10-23	29231		\$222.00
2011-11-04	30447		\$121.00
2011-11-05	30524		\$530.00
2011-12-02	32947		\$279.49
2011-12-15	34543		\$81.60
2011-12-21	34800		\$98.89
2011-12-23	34975		\$70.09
2011-12-25	35133		\$795.00
2011-12-31	35682		\$417.90
2012-01-05	392		\$73.35
2012-01-27	2544		\$77.57
2012-02-05	3412		\$861.00
2012-02-20	4892		\$929.00
2012-02-22	5137		\$597.00
2012-02-27	5601		\$41.55
2012-03-04	6186		\$585.00
2012-03-04	6226		\$100.00
2012-03-06	6486		\$69.55
2012-03-14	7386		\$92.55
2012-03-15	7402		\$100.00
2012-03-18	7709		\$1,081.00
2012-03-18	7757		\$537.00
2012-03-20	7978		\$150.00
2012-03-22	8183		\$697.00
2012-03-24	8293		\$573.00
2012-03-26	8564		\$681.00
2012-03-26	8565		\$78.27
2012-03-26	8571		\$681.00
2012-03-28	8834		\$104.05
2012-03-30	8990		\$576.60
2012-03-30	10961		\$520.90
2012-03-31	9036		\$795.00
2012-04-01	9117		\$537.00
2012-04-01	9211		\$585.00
2012-04-03	9435		\$646.00
2012-04-03	9437		\$535.00
2012-04-04	9497		\$718.00
2012-04-05	9638		\$116.00
2012-04-06	9743		\$685.00
2012-04-07	9775		\$633.00
2012-04-07	9787		\$102.50
2012-04-07	9808		\$549.00
2012-04-07	9836		\$86.47
2012-04-07	9840		\$83.38
2012-04-08	9888		\$56.67
2012-04-09	10003		\$200.00
2012-04-09	10052		\$513.34
2012-04-11	10197		\$87.88
2012-04-11	10204		\$99.13

ATTACHMENT A - Q2 FY12/13 BDWO

2012-04-11	10213		\$84.08
2012-04-12	10250		\$845.00
2012-04-12	10263		\$131.40
2012-04-12	10281		\$789.97
2012-04-12	10325		\$537.00
2012-04-13	10406		\$869.00
2012-04-15	10625		\$821.00
2012-04-16	10676		\$126.60
2012-04-17	10843		\$797.00
2012-04-18	10916		\$150.00
2012-04-20	11059		\$445.44
2012-04-20	11077		\$891.00
2012-04-20	11104		\$81.97
2012-04-20	11125		\$795.00
2012-04-20	11143		\$615.00
2012-04-20	11160		\$82.54
2012-04-21	11241		\$845.00
2012-04-22	11412		\$759.00
2012-04-23	11455		\$537.00
2012-04-24	11486		\$781.00
2012-04-24	11517		\$645.00
2012-04-24	11519		\$549.00
2012-04-25	11674		\$456.24
2012-04-26	11692		\$809.00
2012-04-27	11785		\$458.55
2012-04-27	11827		\$193.00
2012-04-27	11830		\$941.00
2012-04-29	12101		\$90.13
2012-04-30	12119		\$759.00
2012-04-30	12226		\$100.00
2012-05-01	12259		\$697.00
2012-05-01	12263		\$44.74
2012-05-02	12304		\$697.00
2012-05-04	12534		\$561.00
2012-05-04	12651		\$741.00
2012-05-05	12661		\$673.00
2012-05-07	12904		\$119.87
2012-05-07	12906		\$819.00
2012-05-09	13134		\$797.00
2012-05-09	13152		\$150.00
2012-05-09	13167		\$953.00
2012-05-09	13183		\$869.00
2012-05-10	13292		\$805.00
2012-05-11	13433		\$633.00
2012-05-12	13435		\$150.00
2012-05-12	13514		\$90.97
2012-05-14	13674		\$573.00
2012-05-14	13683		\$105.13
2012-05-15	13750		\$191.13
2012-05-15	13791		\$150.00
2012-05-15	13806		\$89.99
2012-05-15	13854		\$154.20
2012-05-16	13868		\$833.00
2012-05-17	13905		\$845.00
2012-05-17	13910		\$869.00
2012-05-17	13929		\$845.00
2012-05-17	13979		\$200.00
2012-05-17	13992		\$85.63
2012-05-17	14020		\$98.50
2012-05-20	14299		\$949.00

ATTACHMENT A - Q2 FY12/13 BDWO

2012-05-20	14320		\$133.80
2012-05-21	14345		\$922.00
2012-05-21	14351		\$85.00
2012-05-21	14390		\$893.00
2012-05-21	14404		\$91.67
2012-05-21	14428		\$547.00
2012-05-21	14432		\$65.53
2012-05-21	14444		\$90.55
2012-05-21	17200		\$819.00
2012-05-22	14482		\$82.25
2012-05-22	14483		\$747.00
2012-05-22	14521		\$771.00
2012-05-23	14529		\$869.00
2012-05-24	14644		\$77.57
2012-05-24	14671		\$200.00
2012-05-24	14685		\$621.00
2012-05-24	14691		\$833.00
2012-05-25	14829		\$953.00
2012-05-26	14877		\$100.00
2012-05-26	14948		\$845.00
2012-05-27	15010		\$697.00
2012-05-28	15071		\$561.00
2012-05-28	15073		\$807.00
2012-05-28	15099		\$793.00
2012-05-29	15137		\$537.00
2012-05-29	15185		\$84.08
2012-05-29	15205		\$573.00
2012-05-30	15224		\$87.18
2012-05-30	15245		\$76.02
2012-05-30	15263		\$82.07
2012-05-30	15330		\$621.00
2012-05-30	15342		\$84.93
2012-06-01	15469		\$150.00
2012-06-01	15531		\$807.00
2012-06-02	15577		\$82.69
2012-06-02	15589		\$893.00
2012-06-02	15597		\$771.00
2012-06-02	15621		\$145.80
2012-06-02	15636		\$124.93
2012-06-03	15631		\$82.11
2012-06-03	15637		\$721.00
2012-06-03	15656		\$71.52
2012-06-03	15667		\$819.00
2012-06-03	15697		\$319.47
2012-06-03	15751		\$511.00
2012-06-03	15757		\$69.41
2012-06-04	15752		\$85.21
2012-06-04	15804		\$84.22
2012-06-04	15831		\$585.00
2012-06-05	15892		\$597.00
2012-06-05	15909		\$150.00
2012-06-07	16132		\$699.00
2012-06-07	16137		\$807.00
2012-06-08	16176		\$633.00
2012-06-08	16224		\$280.00
2012-06-09	16213		\$150.00
2012-06-09	16226		\$200.00
2012-06-09	16282		\$549.85
2012-06-09	16286		\$130.00
2012-06-09	16293		\$609.00

ATTACHMENT A - Q2 FY12/13 BDWO

2012-06-11	16404		\$599.00
2012-06-11	16538		\$76.02
2012-06-12	16524		\$150.00
2012-06-12	16560		\$279.60
2012-06-12	16600		\$86.89
2012-06-12	16614		\$200.00
2012-06-13	16650		\$585.00
2012-06-13	16700		\$917.00
2012-06-13	16705		\$881.00
2012-06-14	16761		\$43.13
2012-06-14	16772		\$759.00
2012-06-14	16857		\$657.00
2012-06-14	16862		\$1,013.00
2012-06-15	16871		\$280.00
2012-06-15	16944		\$549.00
2012-06-15	16956		\$370.20
2012-06-15	16990		\$633.00
2012-06-16	17014		\$20.00
2012-06-16	17021		\$809.00
2012-06-17	17084		\$79.68
2012-06-17	17089		\$150.00
2012-06-18	17223		\$597.00
2012-06-18	17243		\$910.00
2012-06-18	17250		\$757.00
2012-06-18	17262		\$100.00
2012-06-18	17284		\$819.00
2012-06-19	17299		\$595.00
2012-06-19	17313		\$531.00
2012-06-19	17329		\$70.40
2012-06-19	17346		\$70.26
2012-06-19	17395		\$917.00
2012-06-20	17406		\$487.00
2012-06-20	17421		\$809.00
2012-06-20	17434		\$280.00
2012-06-20	17447		\$20.00
2012-06-20	17455		\$100.00
2012-06-20	17459		\$100.00
2012-06-21	17512		\$830.00
2012-06-21	17601		\$585.00
2012-06-22	17615		\$537.00
2012-06-22	17642		\$537.00
2012-06-22	17645		\$81.97
2012-06-22	17656		\$150.00
2012-06-22	17707		\$573.00
2012-06-23	17686		\$603.00
2012-06-23	17718		\$85.00
2012-06-23	17728		\$903.00
2012-06-23	17783		\$741.00
2012-06-24	17816		\$793.00
2012-06-24	17922		\$267.30
2012-06-25	17915		\$561.00
2012-06-25	18046		\$95.33
2012-06-25	18047		\$857.00
2012-06-26	18059		\$581.80
2012-06-26	18080		\$85.00
2012-06-26	18084		\$200.00
2012-06-26	18109		\$20.00
2012-06-26	18113		\$20.00
2012-06-26	18121		\$388.61
2012-06-27	18180		\$88.30

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2012-06-27	18205		\$74.05
2012-06-27	18209		\$869.00
2012-06-27	18239		\$38.55
2012-06-28	18261		\$280.00
2012-06-29	18418		\$150.00
2012-06-29	18424		\$881.00
2012-06-30	18456		\$102.10
2012-06-30	18484		\$200.00
2012-06-30	18502		\$74.76
2012-06-30	18508		\$75.10
2012-06-30	18525		\$79.26
2012-07-01	18552		\$669.00
2012-07-01	18555		\$729.00
2012-07-01	18619		\$141.98
2012-07-01	18628		\$821.00
2012-07-02	18645		\$100.00
2012-07-02	18649		\$893.00
2012-07-02	18690		\$75.46
2012-07-02	18697		\$983.26
2012-07-02	18700		\$153.00
2012-07-03	18796		\$100.00
2012-07-03	18809		\$85.00
2012-07-03	18826		\$487.00
2012-07-03	18850		\$611.00
2012-07-04	18865		\$124.20
2012-07-04	18901		\$645.00
2012-07-04	18918		\$733.00
2012-07-04	18921		\$537.00
2012-07-04	18923		\$85.00
2012-07-04	18928		\$663.00
2012-07-04	18937		\$733.00
2012-07-04	18938		\$819.00
2012-07-04	18956		\$200.00
2012-07-04	18957		\$444.01
2012-07-04	18964		\$125.00
2012-07-04	18968		\$573.00
2012-07-04	18969		\$537.00
2012-07-04	18977		\$151.40
2012-07-04	18989		\$845.00
2012-07-05	18973		\$585.00
2012-07-05	19008		\$843.00
2012-07-05	19035		\$280.00
2012-07-05	19038		\$150.00
2012-07-05	19043		\$25.00
2012-07-05	19077		\$645.00
2012-07-05	19102		\$627.00
2012-07-05	19103		\$627.00
2012-07-06	19126		\$693.00
2012-07-06	19155		\$280.00
2012-07-06	19159		\$845.00
2012-07-06	19173		\$705.00
2012-07-06	19203		\$857.00
2012-07-06	19204		\$85.00
2012-07-06	19205		\$769.00
2012-07-07	19185		\$819.00
2012-07-07	19227		\$855.00
2012-07-07	19235		\$759.00
2012-07-07	19236		\$25.00
2012-07-07	19240		\$633.00
2012-07-07	19246		\$280.00

ATTACHMENT A - Q2 FY12/13 BDWO

2012-07-07	19259		\$917.00
2012-07-07	19264		\$597.00
2012-07-07	19273		\$805.00
2012-07-07	19276		\$121.80
2012-07-07	19277		\$85.00
2012-07-07	19301		\$125.00
2012-07-07	19310		\$668.49
2012-07-07	19319		\$747.00
2012-07-07	19322		\$627.00
2012-07-08	19349		\$633.00
2012-07-08	19363		\$633.00
2012-07-08	19368		\$280.00
2012-07-08	19387		\$645.00
2012-07-09	19390		\$661.00
2012-07-09	19396		\$537.00
2012-07-10	19519		\$491.82
2012-07-10	19540		\$100.00
2012-07-10	19559		\$280.00
2012-07-10	19565		\$83.24
2012-07-10	19574		\$280.00
2012-07-10	19596		\$857.00
2012-07-11	19615		\$83.80
2012-07-11	19628		\$833.00
2012-07-11	19638		\$100.00
2012-07-11	19648		\$745.00
2012-07-11	19709		\$771.00
2012-07-12	19724		\$797.00
2012-07-12	19727		\$771.00
2012-07-12	19737		\$975.00
2012-07-12	19742		\$929.00
2012-07-12	19748		\$139.40
2012-07-12	19755		\$561.00
2012-07-12	19758		\$116.66
2012-07-12	19761		\$100.95
2012-07-12	19765		\$845.00
2012-07-12	19773		\$645.00
2012-07-12	19776		\$92.52
2012-07-12	19779		\$487.00
2012-07-12	19789		\$150.00
2012-07-12	19799		\$99.27
2012-07-12	19802		\$160.00
2012-07-12	19803		\$609.00
2012-07-12	19808		\$585.00
2012-07-12	19820		\$99.27
2012-07-13	19796		\$783.00
2012-07-13	19810		\$110.60
2012-07-13	19815		\$94.06
2012-07-13	19819		\$280.00
2012-07-13	19823		\$857.00
2012-07-13	19833		\$178.60
2012-07-13	19836		\$341.00
2012-07-13	19841		\$809.00
2012-07-13	19851		\$833.00
2012-07-13	19855		\$87.46
2012-07-13	19874		\$855.00
2012-07-13	19876		\$833.00
2012-07-13	19880		\$747.00
2012-07-13	19881		\$585.00
2012-07-13	19882		\$537.00
2012-07-13	19883		\$90.97

ATTACHMENT A - Q2 FY12/13 BDWO

2012-07-13	19891		\$200.00
2012-07-13	19903		\$867.00
2012-07-13	19910		\$669.00
2012-07-13	19914		\$657.00
2012-07-13	19919		\$627.00
2012-07-13	19924		\$747.00
2012-07-13	19933		\$965.00
2012-07-13	19934		\$833.00
2012-07-14	19900		\$83.00
2012-07-14	19901		\$821.00
2012-07-14	19915		\$783.00
2012-07-14	19926		\$929.00
2012-07-14	19938		\$150.00
2012-07-14	19950		\$759.00
2012-07-14	19956		\$869.00
2012-07-14	19957		\$657.00
2012-07-14	19960		\$645.00
2012-07-14	19962		\$807.00
2012-07-14	19963		\$809.00
2012-07-14	19964		\$953.00
2012-07-14	19970		\$843.00
2012-07-14	19976		\$697.00
2012-07-14	19977		\$697.00
2012-07-14	19998		\$585.00
2012-07-14	20003		\$150.00
2012-07-14	20010		\$84.64
2012-07-14	20031		\$905.00
2012-07-14	20032		\$561.00
2012-07-15	19992		\$537.00
2012-07-15	19993		\$793.00
2012-07-15	19996		\$793.00
2012-07-15	20001		\$807.00
2012-07-15	20012		\$80.94
2012-07-15	20027		\$85.00
2012-07-15	20028		\$549.00
2012-07-15	20034		\$1,011.00
2012-07-15	20035		\$549.00
2012-07-15	20037		\$753.00
2012-07-15	20046		\$81.97
2012-07-15	20047		\$1,038.00
2012-07-15	20049		\$857.00
2012-07-15	20056		\$280.00
2012-07-15	20060		\$98.30
2012-07-15	20063		\$523.00
2012-07-15	20070		\$781.00
2012-07-15	20072		\$1,013.00
2012-07-15	20078		\$280.00
2012-07-15	20083		\$805.00
2012-07-15	20091		\$124.20
2012-07-15	20096		\$549.00
2012-07-15	20101		\$91.82
2012-07-15	20228		\$946.00
2012-07-15	21794		\$573.00
2012-07-16	20117		\$289.00
2012-07-16	20150		\$597.00
2012-07-16	20158		\$855.00
2012-07-16	20160		\$20.00
2012-07-16	20165		\$857.00
2012-07-16	20167		\$51.07
2012-07-16	20179		\$597.00

ATTACHMENT A - Q2 FY12/13 BDWO

2012-07-16	20180		\$280.00
2012-07-16	20181		\$843.00
2012-07-16	20225		\$280.00
2012-07-16	22319		\$961.00
2012-07-17	20220		\$597.00
2012-07-17	20224		\$831.00
2012-07-17	20230		\$771.00
2012-07-17	20261		\$69.13
2012-07-17	20269		\$1,239.00
2012-07-17	20273		\$573.00
2012-07-17	20279		\$94.21
2012-07-17	20289		\$561.00
2012-07-17	20297		\$597.00
2012-07-17	20298		\$893.00
2012-07-17	20299		\$797.00
2012-07-17	20303		\$82.54
2012-07-17	20305		\$597.00
2012-07-17	20321		\$753.00
2012-07-17	20327		\$783.00
2012-07-17	20330		\$78.55
2012-07-17	20338		\$747.00
2012-07-17	20341		\$697.00
2012-07-18	20324		\$821.00
2012-07-18	20325		\$571.00
2012-07-18	20326		\$867.00
2012-07-18	20329		\$112.20
2012-07-18	20333		\$102.97
2012-07-18	20339		\$609.00
2012-07-18	20346		\$120.15
2012-07-18	20348		\$573.00
2012-07-18	20358		\$537.00
2012-07-18	20372		\$681.00
2012-07-18	20374		\$86.89
2012-07-18	20378		\$150.00
2012-07-18	20379		\$549.00
2012-07-18	20389		\$125.00
2012-07-18	20390		\$741.00
2012-07-18	20410		\$831.00
2012-07-18	20412		\$893.00
2012-07-18	20414		\$745.00
2012-07-18	20428		\$85.00
2012-07-18	20434		\$857.00
2012-07-18	20435		\$597.00
2012-07-19	20419		\$857.00
2012-07-19	20423		\$869.00
2012-07-19	20442		\$74.34
2012-07-19	20446		\$149.40
2012-07-19	20460		\$917.00
2012-07-19	20462		\$467.45
2012-07-19	20463		\$511.00
2012-07-19	20465		\$845.00
2012-07-19	20467		\$280.00
2012-07-19	20473		\$807.00
2012-07-19	20496		\$537.00
2012-07-19	20521		\$829.00
2012-07-19	20528		\$88.58
2012-07-19	20529		\$869.00
2012-07-19	20536		\$941.00
2012-07-20	20510		\$113.33
2012-07-20	20519		\$549.00

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2012-07-20	20523		\$621.00
2012-07-20	20546		\$633.00
2012-07-20	20548		\$100.00
2012-07-20	20553		\$1,093.00
2012-07-20	20555		\$95.19
2012-07-20	20557		\$795.00
2012-07-20	20561		\$893.00
2012-07-20	20562		\$81.97
2012-07-20	20568		\$757.00
2012-07-20	20570		\$845.00
2012-07-20	20575		\$85.49
2012-07-20	20576		\$809.00
2012-07-20	20577		\$807.00
2012-07-20	20579		\$627.00
2012-07-20	20580		\$567.00
2012-07-20	20595		\$681.00
2012-07-20	20597		\$549.00
2012-07-20	20599		\$819.00
2012-07-20	20606		\$487.00
2012-07-20	20616		\$573.00
2012-07-20	20620		\$271.50
2012-07-20	20631		\$891.00
2012-07-20	20633		\$83.80
2012-07-20	20635		\$893.00
2012-07-20	20646		\$833.00
2012-07-20	20652		\$549.00
2012-07-20	20666		\$90.55
2012-07-21	20650		\$621.00
2012-07-21	20655		\$561.00
2012-07-21	20657		\$641.86
2012-07-21	20694		\$1,025.00
2012-07-21	20695		\$124.20
2012-07-21	20696		\$124.20
2012-07-21	20700		\$85.91
2012-07-21	20702		\$833.00
2012-07-21	20739		\$280.00
2012-07-21	20745		\$537.00
2012-07-21	20759		\$537.00
2012-07-21	20760		\$681.00
2012-07-22	20717		\$797.00
2012-07-22	20720		\$771.00
2012-07-22	20721		\$150.00
2012-07-22	20734		\$597.00
2012-07-22	20747		\$963.00
2012-07-22	20757		\$633.00
2012-07-22	20790		\$86.33
2012-07-22	20792		\$879.00
2012-07-22	20793		\$124.20
2012-07-22	20798		\$681.00
2012-07-22	20801		\$715.00
2012-07-22	20803		\$57.80
2012-07-22	20805		\$621.00
2012-07-22	20811		\$232.53
2012-07-22	20818		\$100.00
2012-07-22	20821		\$119.49
2012-07-22	20823		\$99.83
2012-07-22	20827		\$299.40
2012-07-22	20831		\$69.98
2012-07-22	20832		\$867.00
2012-07-22	20850		\$807.00

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2012-07-22	20853		\$783.00
2012-07-23	20847		\$609.00
2012-07-23	20854		\$573.00
2012-07-23	20873		\$492.83
2012-07-23	20875		\$573.00
2012-07-23	20876		\$597.00
2012-07-23	20886		\$86.89
2012-07-23	20892		\$150.00
2012-07-23	20896		\$657.00
2012-07-23	20900		\$985.00
2012-07-23	20904		\$85.07
2012-07-23	20908		\$597.00
2012-07-23	20913		\$843.00
2012-07-23	20918		\$795.00
2012-07-23	20925		\$733.00
2012-07-23	20930		\$697.00
2012-07-23	20932		\$106.72
2012-07-23	20934		\$92.10
2012-07-23	20937		\$83.24
2012-07-23	20940		\$929.00
2012-07-23	20951		\$696.00
2012-07-23	20952		\$403.58
2012-07-23	20954		\$511.00
2012-07-23	20957		\$621.00
2012-07-23	20975		\$85.00
2012-07-23	20977		\$821.00
2012-07-23	20979		\$783.00
2012-07-23	20981		\$745.00
2012-07-24	20974		\$645.00
2012-07-24	20980		\$150.00
2012-07-24	21003		\$855.00
2012-07-24	21006		\$789.00
2012-07-24	21007		\$747.00
2012-07-24	21009		\$153.24
2012-07-24	21010		\$941.00
2012-07-24	21014		\$821.00
2012-07-24	21023		\$549.00
2012-07-24	21025		\$821.00
2012-07-24	21037		\$81.97
2012-07-24	21044		\$83.24
2012-07-24	21045		\$87.88
2012-07-24	21049		\$783.00
2012-07-25	21065		\$150.00
2012-07-25	21078		\$609.00
2012-07-25	21101		\$783.00
2012-07-25	21107		\$615.00
2012-07-25	21108		\$609.00
2012-07-25	21113		\$917.00
2012-07-25	21131		\$857.00
2012-07-25	21138		\$280.00
2012-07-25	21164		\$549.00
2012-07-25	21169		\$777.00
2012-07-25	21175		\$561.00
2012-07-25	21177		\$150.00
2012-07-26	21153		\$623.00
2012-07-26	21163		\$621.00
2012-07-26	21178		\$833.00
2012-07-26	21188		\$150.00
2012-07-26	21196		\$657.00
2012-07-26	21209		\$903.00

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2012-07-26	21210		\$819.00
2012-07-26	21213		\$879.00
2012-07-26	21220		\$200.00
2012-07-26	21221		\$831.00
2012-07-26	21231		\$597.00
2012-07-26	21232		\$973.00
2012-07-26	21243		\$82.11
2012-07-26	21244		\$881.00
2012-07-26	21256		\$103.60
2012-07-26	21267		\$977.00
2012-07-26	21286		\$48.25
2012-07-27	21274		\$597.00
2012-07-27	21275		\$53.02
2012-07-27	21281		\$585.00
2012-07-27	21282		\$633.00
2012-07-27	21283		\$621.00
2012-07-27	21313		\$581.00
2012-07-27	21316		\$869.00
2012-07-27	21318		\$893.00
2012-07-27	21333		\$807.00
2012-07-27	21339		\$1,109.00
2012-07-27	21345		\$168.60
2012-07-27	21346		\$139.40
2012-07-27	21353		\$150.00
2012-07-27	21366		\$150.00
2012-07-27	21367		\$150.00
2012-07-27	21369		\$537.00
2012-07-27	21370		\$905.00
2012-07-27	21379		\$88.16
2012-07-27	21393		\$561.00
2012-07-27	21396		\$362.27
2012-07-27	21402		\$685.00
2012-07-27	21403		\$597.00
2012-07-28	21395		\$891.00
2012-07-28	21401		\$597.00
2012-07-28	21415		\$150.00
2012-07-28	21424		\$81.97
2012-07-28	21427		\$88.44
2012-07-28	21428		\$79.54
2012-07-28	21429		\$623.00
2012-07-28	21432		\$879.00
2012-07-28	21433		\$597.00
2012-07-28	21435		\$597.00
2012-07-28	21437		\$103.48
2012-07-28	21444		\$129.00
2012-07-28	21449		\$621.00
2012-07-28	21455		\$150.00
2012-07-28	21472		\$89.00
2012-07-28	21478		\$1,045.00
2012-07-28	21482		\$549.00
2012-07-28	21483		\$150.00
2012-07-28	21490		\$213.86
2012-07-28	21491		\$93.92
2012-07-28	23309		\$561.00
2012-07-29	21459		\$89.14
2012-07-29	21465		\$597.00
2012-07-29	21469		\$573.00
2012-07-29	21470		\$745.00
2012-07-29	21473		\$280.00
2012-07-29	21474		\$807.00

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2012-07-29	21495		\$711.00
2012-07-29	21511		\$573.00
2012-07-29	21517		\$857.00
2012-07-29	21520		\$609.00
2012-07-29	21521		\$597.00
2012-07-29	21523		\$843.00
2012-07-29	21525		\$857.00
2012-07-29	21528		\$561.00
2012-07-29	21531		\$747.00
2012-07-29	21539		\$74.48
2012-07-29	21543		\$958.00
2012-07-29	21547		\$633.00
2012-07-29	21551		\$77.57
2012-07-29	21552		\$150.00
2012-07-29	21554		\$951.00
2012-07-29	21562		\$633.00
2012-07-29	21572		\$633.00
2012-07-29	21575		\$150.00
2012-07-29	21576		\$874.00
2012-07-29	21580		\$573.00
2012-07-29	21581		\$783.00
2012-07-29	21594		\$561.00
2012-07-30	21574		\$597.00
2012-07-30	21579		\$697.00
2012-07-30	21590		\$150.00
2012-07-30	21602		\$805.00
2012-07-30	21615		\$867.00
2012-07-30	21618		\$893.00
2012-07-30	21620		\$79.54
2012-07-30	21623		\$793.00
2012-07-30	21624		\$48.00
2012-07-30	21633		\$857.00
2012-07-30	21634		\$67.50
2012-07-30	21650		\$597.00
2012-07-30	21662		\$82.68
2012-07-30	21670		\$379.05
2012-07-30	21671		\$759.00
2012-07-30	21673		\$783.00
2012-07-30	21684		\$709.00
2012-07-30	21690		\$537.00
2012-07-31	21687		\$585.00
2012-07-31	21701		\$821.00
2012-07-31	21728		\$150.00
2012-07-31	21729		\$708.00
2012-07-31	21753		\$368.43
2012-07-31	21758		\$747.00
2012-07-31	21760		\$573.00
2012-07-31	21766		\$982.00
2012-07-31	21771		\$585.00
2012-07-31	21782		\$759.00
2012-08-01	21806		\$869.00
2012-08-01	21811		\$857.00
2012-08-01	21815		\$717.00
2012-08-01	21831		\$165.00
2012-08-01	21833		\$697.00
2012-08-01	21844		\$953.00
2012-08-01	21849		\$80.66
2012-08-01	21857		\$82.25
2012-08-01	21860		\$881.00
2012-08-01	21864		\$857.00

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2012-08-01	21870		\$869.00
2012-08-01	21871		\$857.00
2012-08-01	21882		\$88.58
2012-08-01	21975		\$841.00
2012-08-02	21874		\$809.00
2012-08-02	21887		\$833.00
2012-08-02	21892		\$98.00
2012-08-02	21909		\$757.00
2012-08-02	21927		\$110.00
2012-08-02	21929		\$783.00
2012-08-02	21935		\$869.00
2012-08-02	21941		\$85.00
2012-08-02	21946		\$75.60
2012-08-02	21950		\$881.00
2012-08-02	21953		\$549.00
2012-08-02	21968		\$685.00
2012-08-02	21973		\$280.00
2012-08-02	21979		\$85.00
2012-08-02	21981		\$696.00
2012-08-02	21985		\$160.00
2012-08-02	21993		\$30.84
2012-08-02	22012		\$833.00
2012-08-03	21992		\$499.00
2012-08-03	21997		\$745.00
2012-08-03	22018		\$90.69
2012-08-03	22034		\$661.00
2012-08-03	22044		\$547.00
2012-08-03	22045		\$893.00
2012-08-03	22055		\$124.20
2012-08-03	22059		\$672.00
2012-08-03	22061		\$150.00
2012-08-03	22064		\$881.00
2012-08-03	22068		\$387.86
2012-08-03	22074		\$747.00
2012-08-03	22075		\$657.00
2012-08-03	22078		\$549.00
2012-08-03	22082		\$709.00
2012-08-03	22083		\$1,042.00
2012-08-03	22096		\$855.00
2012-08-03	22105		\$368.43
2012-08-03	22112		\$92.80
2012-08-03	22117		\$72.51
2012-08-03	22118		\$633.00
2012-08-03	22180		\$81.93
2012-08-04	22102		\$821.00
2012-08-04	22115		\$759.00
2012-08-04	22116		\$225.90
2012-08-04	22138		\$561.96
2012-08-04	22139		\$537.00
2012-08-04	22146		\$81.97
2012-08-04	22147		\$143.40
2012-08-04	22148		\$797.00
2012-08-04	22149		\$150.00
2012-08-04	22155		\$929.00
2012-08-04	22156		\$777.00
2012-08-04	22168		\$661.00
2012-08-04	22181		\$98.00
2012-08-04	22182		\$611.00
2012-08-04	22199		\$709.00
2012-08-04	22209		\$609.00

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2012-08-05	22206		\$150.00
2012-08-05	22208		\$934.00
2012-08-05	22220		\$615.00
2012-08-05	22236		\$855.00
2012-08-05	22237		\$549.00
2012-08-05	22239		\$645.00
2012-08-05	22243		\$867.00
2012-08-05	22250		\$1,013.00
2012-08-05	22254		\$747.00
2012-08-05	22259		\$645.00
2012-08-05	22264		\$869.00
2012-08-05	22265		\$821.00
2012-08-05	22267		\$905.00
2012-08-05	22268		\$807.00
2012-08-05	22269		\$92.24
2012-08-05	22271		\$150.00
2012-08-05	22275		\$729.00
2012-08-05	22280		\$537.00
2012-08-05	22281		\$645.00
2012-08-05	22285		\$150.00
2012-08-05	22298		\$881.00
2012-08-05	22302		\$561.00
2012-08-05	22309		\$585.00
2012-08-05	22315		\$633.00
2012-08-06	22287		\$573.00
2012-08-06	22326		\$103.20
2012-08-06	22336		\$82.25
2012-08-06	22339		\$267.68
2012-08-06	22344		\$549.00
2012-08-06	22349		\$150.00
2012-08-06	22351		\$759.00
2012-08-06	22354		\$150.00
2012-08-06	22361		\$645.00
2012-08-06	22368		\$585.00
2012-08-06	22375		\$813.00
2012-08-06	22379		\$200.00
2012-08-06	22395		\$561.00
2012-08-06	22412		\$20.00
2012-08-06	22414		\$633.00
2012-08-06	22436		\$771.00
2012-08-06	22437		\$879.00
2012-08-07	22403		\$211.60
2012-08-07	22410		\$537.00
2012-08-07	22432		\$523.00
2012-08-07	22450		\$87.60
2012-08-07	22456		\$68.48
2012-08-07	22463		\$561.00
2012-08-07	22466		\$573.00
2012-08-07	22470		\$821.00
2012-08-07	22475		\$91.67
2012-08-07	22488		\$697.00
2012-08-07	22498		\$965.00
2012-08-07	22528		\$869.00
2012-08-07	22537		\$747.00
2012-08-08	22505		\$150.00
2012-08-08	22506		\$535.00
2012-08-08	22519		\$669.00
2012-08-08	22534		\$585.00
2012-08-08	22547		\$1,006.00
2012-08-08	22569		\$79.82

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2012-08-08	22570		\$795.00
2012-08-08	22573		\$795.00
2012-08-08	22583		\$609.00
2012-08-08	22623		\$795.00
2012-08-08	22626		\$150.00
2012-08-08	22631		\$819.00
2012-08-08	22644		\$110.60
2012-08-08	22649		\$585.00
2012-08-08	22650		\$929.00
2012-08-08	22657		\$709.00
2012-08-08	22667		\$185.80
2012-08-09	22669		\$96.74
2012-08-09	22670		\$69.70
2012-08-09	22691		\$857.00
2012-08-09	22693		\$845.00
2012-08-09	22697		\$84.08
2012-08-09	22703		\$100.00
2012-08-09	22714		\$821.00
2012-08-09	22726		\$857.00
2012-08-09	22727		\$82.96
2012-08-09	22729		\$783.00
2012-08-09	22744		\$1,023.00
2012-08-09	22756		\$807.00
2012-08-09	22779		\$52.03
2012-08-10	22765		\$609.00
2012-08-10	22783		\$92.10
2012-08-10	22796		\$82.25
2012-08-10	22797		\$549.00
2012-08-10	22800		\$807.00
2012-08-10	22805		\$511.00
2012-08-10	22806		\$72.37
2012-08-10	22828		\$879.00
2012-08-10	22829		\$869.00
2012-08-10	22847		\$55.69
2012-08-10	22849		\$71.24
2012-08-10	22863		\$797.00
2012-08-10	22865		\$845.00
2012-08-10	22890		\$905.00
2012-08-10	22913		\$857.00
2012-08-10	23786		\$989.00
2012-08-10	23787		\$645.00
2012-08-11	22853		\$88.86
2012-08-11	22856		\$905.00
2012-08-11	22857		\$829.00
2012-08-11	22860		\$845.00
2012-08-11	22871		\$537.00
2012-08-11	22876		\$1,049.00
2012-08-11	22877		\$573.00
2012-08-11	22878		\$769.00
2012-08-11	22886		\$88.02
2012-08-11	22931		\$809.00
2012-08-11	22986		\$70.54
2012-08-11	22987		\$1,011.00
2012-08-11	22994		\$150.00
2012-08-12	23019		\$150.00
2012-08-12	23040		\$200.00
2012-08-13	23070		\$150.00
2012-08-13	23097		\$706.35
2012-08-13	23113		\$759.00
2012-08-13	23124		\$597.00

ATTACHMENT A - Q2 FY12/13 BDWO

2012-08-13	23172		\$150.00
2012-08-13	23183		\$669.00
2012-08-13	23191		\$549.00
2012-08-14	23216		\$125.00
2012-08-14	23233		\$150.00
2012-08-14	23259		\$609.00
2012-08-14	23278		\$150.00
2012-08-14	23281		\$807.00
2012-08-15	23284		\$705.00
2012-08-15	23330		\$657.00
2012-08-15	23342		\$150.00
2012-08-16	23454		\$783.00
2012-08-16	23491		\$821.00
2012-08-17	23523		\$833.00
2012-08-17	23528		\$697.00
2012-08-17	23612		\$573.00
2012-08-18	23628		\$150.00
2012-08-18	23685		\$573.00
2012-08-18	23721		\$150.00
2012-08-19	23737		\$633.00
2012-08-19	23754		\$150.00
2012-08-20	23831		\$150.00
2012-08-21	24003		\$88.30
2012-08-23	24109		\$537.00
2012-08-23	24189		\$80.49
2012-08-24	24186		\$81.22
2012-08-27	24579		\$855.00
2012-08-27	24631		\$561.00
2012-08-28	24695		\$561.00
2012-08-31	25052		\$833.00
2012-09-04	25391		\$809.00
2012-09-05	25570		\$72.51
2012-09-06	25647		\$611.00
2012-09-06	25667		\$150.00
2012-09-08	25829		\$915.00
2012-09-10	26079		\$734.00
2012-09-12	26265		\$611.00
2012-09-15	26608		\$845.00
2012-09-19	26988		\$759.00
2012-09-20	27091		\$809.00
2012-09-20	27101		\$537.00
2012-09-22	27226		\$537.00
2012-09-22	27285		\$537.00
2012-09-27	27757		\$733.00
2012-10-03	28447		\$621.00
2012-10-16	29643		\$845.00
# Transports = 945	total Requested Write-Off		\$479,040.00



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4123

County Administrator's Report 10. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Motorola Services Agreement for the P25 and Microwave Systems Equipment

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Services Agreement with Motorola Solutions, Inc., for Maintenance of the County's P25 Digital UHF Radio System, Microwave Systems, and Fixed Equipment – Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Services Agreement, Contract Number S00001018872, with Motorola Solutions, Inc., for maintenance of the County's P25 Digital UHF Radio system, microwave systems, and fixed equipment, in the amount of \$435,487.20, for the period June 1, 2013, through September 30, 2014:

A. Approve and authorize the Chairman to sign the Services Agreement; and

B. Authorize the issuance of a Purchase Order, in the amount of \$108,871.80, to Motorola Solutions, Inc., for four months of service, for the period June 1, 2013, through September 30, 2013.

[Funding: Fund 001, General Fund, Cost Center 330403, Communications, Object Code 54601, Repairs & Maintenance]

BACKGROUND:

In October 2010, the Board approved a project to upgrade the County-wide emergency communications system (P25), which included replacement of much of the County's microwave system equipment. The contract (PD 08-09.047) awarded to Motorola for repair and maintenance of the microwave system and fixed equipment was terminated once manufacturer warranty commenced following completion of the P25 project. The warranty for the P25 System is due to expire at midnight May 31, 2013. As the original equipment manufacturer, systems engineer and installation team, Motorola has been approved as the "Single Source" vendor for this purpose.

BUDGETARY IMPACT:

Funds for such maintenance was approved, and is available, in the FY13 budget of Fund 001, General Fund; Cost Center 330403, Communications; Object Code 54601, Repairs & Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the Services Agreement and Service Terms and Conditions and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policies require agreements and purchase orders in excess of \$50,000 be approved by it.

IMPLEMENTATION/COORDINATION:

The Services Agreement has been signed by the Motorola representative and Single Source determination approved by Claudia Simmons, Purchasing Manager. Upon approval by the Board and document execution, the Public Safety Department will issue a purchase requisition for processing by the Office of Purchasing.

Attachments

Motorola Services Agreement



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001018872
 Contract Modifier:

Date: 02/13/2013

Company Name:	Escambia County
Attn:	
Billing Address:	6575 N "W" St
City, State, Zip:	Pensacola,FL,32505
Customer Contact:	
Phone:	

Required P.O.: No
 Customer #: 1000960155
 Bill to Tag #: 0001
 Contract Start Date: 06/01/2013
 Contract End Date: 09/30/2014
 Anniversary Day: May 31st
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL		
	SVC051AD	ASTRO25 MASTER SITE	\$3,479.83	\$55,677.28
2	SVC060AD	ASTRO25 DISPATCH SITE	\$192.50	\$3,080.00
	SVC01SVC1102C	DISPATCH SERVICE		
1	SVC076AD	ASTRO25 MASTER SITE	\$296.13	\$4,738.08
20	SVC079AD	ASTRO25 REMOTE SITE	\$656.28	\$10,500.48
2	SVC084AD	ASTRO25 DISPATCH SITE	\$36.26	\$580.16
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
1	SVC032AD	ASTRO25 MASTER SITE	\$3,155.75	\$50,492.00
20	SVC035AD	ASTRO25 REMOTE SITE	\$353.60	\$5,657.60
2	SVC040AD	ASTRO25 DISPATCH SITE	\$0.00	\$0.00
	SVC01SVC1108C	INFRASTRUCTURE REPAIR		
20	SVC068AD	ASTRO25 REMOTE SITE	\$1,443.06	\$23,088.96
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE		
1	SVC085AD	ASTRO25 MASTER SITE	\$4,155.69	\$66,491.04
20	SVC088AD	ASTRO25 REMOTE SITE	\$11,379.00	\$182,064.00
2	SVC093AD	ASTRO25 DISPATCH SITE	\$634.48	\$10,151.68
	SVC04SVC0016C	SECURITY UPDATE SERVICE		
1	SVC973AE	SUS MASTER SITE STANDARD	\$700.37	\$11,205.92
2	SVC976AE	SUS DISPATCH STANDARD	\$735.00	\$11,760.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$27,217.95	\$435,487.20
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$27,217.95	\$435,487.20
	Taxes	-	-
	Grand Total	\$27,217.95	\$435,487.20
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			
Subcontractor(s)		City	State

MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBU RG	IL
COMMUNICATIONS ENGINEERING SERVICES INC	PENSACOL A	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

SEE BELOW

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
SEE BELOW		

CUSTOMER (PRINT NAME)		
<i>Thomas Slaughter</i>	<i>CSM</i>	<i>2/25/2013</i>
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE

Thomas Slaughter	803-417-4349
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name: Escambia County
 Contract Number: S00001018872
 Contract Modifier:
 Contract Start Date: 06/01/2013
 Contract End Date: 09/30/2014

Board of County Commissioners
 Escambia County, Florida

 Gene M. Valentino, Chairman

ATTEST: Pam Childers
 Clerk of the Circuit Court

 Deputy Clerk

This document approved as to form and legal sufficiency.
 By: *[Signature]*
 Title: *ACF*
 Date: *3/1/13*

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3. Under this agreement, all EXISTING microwave equipment on the Escambia County System will be covered by Motorola and CES Team One Communications Inc. Once any new microwave equipment is purchased by Escambia County, a new Microwave Agreement will need to be negotiated by Motorola and Escambia County, FL.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all legally imposed property taxes, sales and use taxes, excise taxes, and other legally imposed taxes or

assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing

specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. THIS AGREEMENT MAY RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



MOTOROLA SOLUTIONS

MOTOROLA CUSTOMER SUPPORT PLAN

Prepared For :

ESCAMBIA COUNTY

6575 N "W" ST

PENSACOLA, FL 32505

REVISION HISTORY

The following table lists the revision history of this document. The information contained in this document is subject to revision and is intended to be reviewed and updated periodically.

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- 2. Overview of Services**
- 3. Warranty and/or Service Information**
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- 7. Glossary of Terms**
- 8. Severity Level Definitions**
- 9. Customer Contacts**
- 10. Site Summary**

1. Introduction

Your Customer Support Plan contains everything you need to know in order to take advantage of the services provided in your contract. This support plan was designed to help transition you from the pre-sales, staging, and installation phases to the delivery of life cycle support services for your system. Motorola Service professionals share a single, simple commitment - to deliver the most optimal and efficient solutions, made operational with attention to quality and measurable against key metrics. Motorola's Services organization is ready with the right combination of innovation, experience, process discipline and resources to provide you with the best support for your network.

You can be confident that you will receive the highest level of service, as you would expect from the world's communication leader. Our attention to quality and security has its roots in Motorola's storied pioneering of Six Sigma and dedication to best practices frameworks including ISO9001, TL9000, ITIL and FM with a future direction to move towards LEAN. Motorola has also received two Malcolm Baldrige National Quality Awards. Our commitment to quality assures our customers of the very finest and most timely service available.

Motorola has a corporate-wide standard in place which we refer to as 5NINES: SYSTEM AVAILABILITY. Our ability to provide highly available, easy-to-use systems is critical to our fundamental objective of total customer satisfaction and our position as a communications industry leader. 5NINES, or 99.999% availability (no more than 5 minutes total downtime per year), is the telephony standard to which all Motorola wireless systems aspire. We are committed to a new design culture, ease of use and operational simplicity, robustness metrics, and common platforms and network architecture.

The Terms and Conditions of your Agreement and all its other Exhibits will take precedence over this Customer Support Plan. In case of any contradiction, please contact the Motorola representative(s) below.

Please take a moment to review your Customer Support Plan. Your Account Executive or Customer Support Manager can answer any further questions you may have.

Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of your support contract (maintenance or warranty) by serving in the role of customer advocate. They serve as a point of contact for issue resolution and escalation, monitoring of our contractual performance, providing review and analysis of process metrics and fostering a relationship for continuous improvement with customers.

Any changes to the information in this document should be communicated to your Customer Support Manager as soon as possible.

Your Customer Support Manager is:	Thomas Slaughter
Phone:	803-417-4349
Email:	krnc74@motorolasolutions.com

Account Manager

Your Account Manager serves as your contact for information on new products and services, expansion of communications to meet growth needs for your organization, and ensure your satisfaction

Your Account Manager is:	Richard Shelby
Phone:	251-583-1071
Email:	richard.shelby@motorolasolutions.com

2. Overview of Services

This section briefly describes the services ESCAMBIA COUNTY will receive under your contract. For further details, on the terms of your contract or your contracted Statement of Work, please contact your Customer Support Manager or Account Executive.

Dispatch Service

The System Support Center's (SSC) Call Center Operations is the central point of contact for all your technical customer service requests. Their function is to manage all calls so the request will be tracked and monitored from beginning to end, via the Case management process. With detailed accounts of each customer system at our fingertips, Customer Support Representatives are trained to prompt the caller for information necessary to understand the situation and determine the next steps to be taken. The team tracks the status of your Case and ensures that all personnel involved have access to your information. If a problem is experienced during the Case management process, the Customer Support Representative may escalate the issue to the appropriate service management team. Appropriate action will be taken to resolve the issue and ensure customer satisfaction and Motorola compliance to our contracted commitments.

Onsite Infrastructure Response

If the Call Center Operations determines that hands-on support is needed to resolve the problem, they will dispatch the appropriate Motorola Local Service Provider to perform repairs, such as exchange frus, or take other appropriate action.

OnSite Infrastructure Response provides for on-site Motorola Local Service Provider response as determined by pre-defined severity levels and response times in Section 7 of this document. Severity 1 issues are dispatched twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

The standard Response time is 4 hours or less for Severity 1 events.

Infrastructure Repair

In the event the Motorola Local Service Provider finds a malfunctioning board/unit at the site location, the Motorola Local Service Provider will contact the System Support Center's Call Center to request a return authorization (RA) number. The Motorola Local Service Provider will remove the malfunctioning board/unit and ship to the Infrastructure Depot Operations Center (IDO) in Elgin, IL for repair.

Upon receipt of malfunctioning equipment, the Infrastructure Depot Operations (IDO) will fully system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. A system test is performed to ensure that all software and hardware is set to current customer configuration. If the unit is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) for repair or other third party vendor for repair. Motorola will coordinate and track third-party equipment sent to the original equipment manufacturer or third party vendor for service.

Once the equipment is received from the IDO, the Motorola Local Service Provider will either re-install the equipment or return to the customer's spare inventory.

Advanced Replacement

Upon availability, Motorola will send via overnight delivery service an advanced field replacement unit(s) (FRU)

in exchange for your malfunctioning unit(s). Motorola's IDO will provide new or reconditioned units as FRU. Malfunctioning unit(s) are evaluated and repaired by the IDO and returned to the IDO's FRU inventory upon completion of repair. Non-standard configurations and Customer-modified units are excluded from this service.

Technical Support

Technical Support is available 7 days a week, 24 hours a day for Severity 1 issues, as defined in Section 7. The Motorola System Support Center's (SSC) staff will work with your local service organization or technicians to handle questions related to your Motorola 2-way communications system. The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan. If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products for resolution.

Pre-Tested Software Subscription

Pre-Tested Software Subscription provides updates of the latest anti-virus definition, intrusion signature files and OS Patches that have been pre-tested on a Motorola test system to ensure they do not interfere with radio system functionality. Pre-tested updates will be made available as necessary, however, an outbreak of malicious code that is deemed a significant threat to the Astro 25 radio network will cause a priority test cycle to occur which will release anti-virus definition updates within 24 hours.

3. Warranty and/or Service Agreement Information

Customer Number: 1000960155

Billing Tag: 0001

Service Agreement Information

Infrastructure Service Agreement number: S00001018872

Fixed equipment Service Agreement start date: 01-JUN-13

Fixed equipment Service Agreement end date: 30-SEP-14

4. How To Obtain Services

How To Obtain Dispatch Service

Action	Information
Call the System Support Center	1-800-323-9949
Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at this time. Time available for call back Email address
Standard Response Time	<u>RESPONSE</u> Severity 1: 4 hours Severity 2 * 4 hours Severity 3 * 1 day <i>*Standard Business Days/See Section 7 for Severity Level definitions.</i>
Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at. 1-800-323-9949
Case Number Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Notification of CASE Activity	The following persons at ESCAMBIA COUNTY will

	<p>be notified when the following events occur on a Case: Open, Closure</p> <p>Both Severity 1 and Severity 2 Notifications will be sent 7 x 24</p> <p>The people will be notified via pager or email as indicated below:</p> <p>Name: Mike Moring Text Msg: Email: mtmoring@co.escambia.fl.us</p>
<p>Coordination of Repair</p>	<p>The Motorola Local Service Provider will exchange FRUs/components/assemblies, or take other appropriate action to restore the system.</p> <p>If the problem is found to be power related, ESCAMBIA COUNTY will be responsible to coordinate the resolution.</p> <p>If the problem is found to be antenna, or telco related, ESCAMBIA COUNTY will be responsible to coordinate the resolution.</p> <p>If the problem is found to be telco related, ESCAMBIA COUNTY will be responsible to coordinate the resolution.</p>
<p>Verification</p>	<p>Once the issue is resolved, the Motorola Local Service Provider will call the SSC Call Center to request verification.</p>
<p>Case Number Closure</p>	<p>Once the issue has been verified, the Motorola Local Service Providers repair notes will be documented in the Case and the Case will be closed.</p>

How to Obtain Technical Support

Action	Information
Call the System Support Center	1-800-323-9949
Case created	Caller will receive a Case number
Technical Support Response Times	<p><u>RESPONSE*</u></p> <p>Severity 1: Within 1 hour Severity 2: Within 2 hours Severity 3: Within 24 hours</p> <p>* Severities Defined in Section 7</p>
Problem Diagnosis & Issue Resolution	<p>The SSC's System Technologists may dial into a system to more clearly define a problem and determine the area of failure in order to decide on the most suitable action plan.</p> <p>If the problem is beyond the scope of the SSC's staff, they will contact key personnel who are involved with the design, development, and manufacture of your communication products.</p>
Case Closed	Upon resolution of the issue, the SSC will close the Case.

How to Obtain Infrastructure Repair

Action	Information
Retrieval of Equipment	The procedures for Dispatch Services will be followed and the Motorola Local Service Provider will retrieve the malfunctioning equipment.
Ship to IDO	The Motorola Local Service Provider will obtain a Return Authorization (RA) number, and ship the equipment to the IDO for repair.
Repair of Equipment	The IDO will receive the equipment, system test and repair malfunctioning Motorola manufactured boards/units down to the component level utilizing automated test equipment. If the equipment is not manufactured by Motorola, the unit may be returned to the Original Equipment Manufacturer (OEM) or third party vendor for repair.

Return of Equipment	IDO will return repaired equipment via FedEx or UPS' 2 day delivery service. Return delivery is paid by Motorola.
Re-install of Equipment	The Motorola Local Service Provider will either re-install the serviced unit or return the equipment to your spare inventory.

How to Obtain Advanced Replacement Service

Action	Information
The procedures for Dispatch Service will be followed.	If during the delivery of Dispatch and OnSite Infrastructure Response services, the Motorola Local Service Provider identifies the need for an advanced replacement unit(s) FRU, the Motorola Local Service Provider will call the SSC and request an exchange board.
Provide Information	<p>The Motorola Local Service Provider will provide the component description, model number, serial number, type of system and firmware version, and site location FRU is to be delivered.</p> <p>Customer must provide a purchase order number for billing for any additional costs. Typical charges are for components not returned, or shipments and handling charges outside of normal business hours.</p>
FRU shipment	<p>FRU will be programmed to customer's template, if provided. If no template is provided or is not usable, a generic template will be used.</p> <p>FRU are shipped next day air via Federal Express Priority Overnight or UPS Red unless otherwise requested. Shipments other than these programs, NFO (next flight out), are subject to additional charges.</p> <p>Motorola pays shipping and handling charges during normal operating hours of Monday through Friday 7:00am to 7:00pm CST. Anything outside of these hours are subject to additional shipping and handling charges.</p> <p>Motorola will provide a return air bill with the FRU for return the malfunctioning unit.</p>
Ship Malfunctioning Unit to IDO	After receiving the IDO's FRU, the Motorola Local Service Provider will package the malfunctioning unit and ship it to the

	<p>IDO within 5 days.</p> <p>Please reference the return air bill to ensure proper tracking of the return.</p>
Install the Exchange FRU	The Motorola Local Service Provider will install the FRU or replenish spare inventory.

How to Obtain Pre-Tested Software Subscription

Action	Information
Weekly Updates	Motorola will pre-test the latest security software updates and make them available on the Motorola website every Tuesday or upon successful completion of testing.
High Priority Updates	Motorola will pre-test urgent anti-virus updates and make them available on the Motorola website within 24 hours of commercial supplier's updates being available.
Notification	<p>Email notification confirming availability of updates will be sent to:</p> <p>Security Contact: Mike Moring</p> <p>Email:</p> <p>Phone #: mtmoring@co.escambia.fl.us</p> <p>Mobile/Pager #:</p>
Download Updates	<p>Log into Motorola Website at https://compass.motorola.com</p> <ol style="list-style-type: none"> 1.) Enter User ID 2.) Enter Your Password <p>Download pre-tested updates from the website (instructions for downloading or obtaining updates are available on the website)</p>

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How to Obtain Reports

Dispatch Services Reporting

Your Customer Support Manager will provide Activity Reports on a periodic basis.

5. Above Contract Services

Services that need to be performed that are not covered by the Agreement are considered 'above contract' and are billable to ESCAMBIA COUNTY. Any above contract work must be authorized or work will not be billable and cannot be performed. Please refer to your Agreement for the Statements of Work and Terms and Conditions for the services that ESCAMBIA COUNTY has purchased

The following person will be contacted for approval on above contract work:

Above Contract Customer P.O. Authorization:

Name: Mike Weaver

Phone: (850) 471-6411

Fax:

6. Glossary of Terms and Acronyms

CASE NUMBER: The number assigned to a customer's request for service. The SSC Call Center electronically tracks all Case Numbers to assure customer satisfaction.

CSM: Customer Support Manager

CSP: Customer Support Plan

ETA: Estimated time of arrival is an estimate of when the field technician will arrive at the customer's site.

FRU (Field Replaceable Unit): A FRU is a Field Replaceable Unit which is any module or board which can be removed from a piece of fixed equipment and exchanged with an identical module or board.

IDO: Infrastructure Depot Operations

MOTOROLA LOCAL SERVICE PROVIDER: A Motorola authorized service provider or a Motorola Field Technical Representative.

RA: Return Authorization needed by the System Support Center prior to sending equipment in for repair.

RESPONSE: Response times are defined as having an on-site technician, a remote systems technologist or a remote network specialist having taken assignment of the issue and working on the system.

RSC: Radio Support Center

RSS: Radio Service Software

SEVERITY: Each incoming call is assigned a severity level of Severity One, Two, or Three. Severity levels determine the Response Time Commitments. See Section 7 for your Severity Level definitions.

SSC: System Support Center

7. Severity Level Definitions

Severity Level Matrix	
Severity Level	Problem Type (If applicable)
Severity 1	Major System Failure Dispatched 7 x 24 x 365 days. 33% degraded
Severity 2	Significant System Impairment Dispatched 8 x 5 Monday - Friday, standard business days
Severity 3	Technical Question = Upgrades or intermittent problems, System problems presently being monitored Parts Question Technician is not on site, has questions concerning a problem. Work to be performed at a later time. 8 x 5 Monday - Friday, standard business hours
Severity 4	Scheduled Maintenance, Scheduled upgrades

NOTE: The above severity level definitions do NOT apply to the Managed ISSI service. Please refer to the Managed ISSI Statement of Work (SOW) for applicable severity definitions

8. CUSTOMER CONTACTS

Please contact CSM if any of the information provided below has changed.

Customer Information

Customer:

ESCAMBIA COUNTY
6575 N "W" ST
PENSACOLA, FL 32505
US

Above Contract PO Authorization:

Mike Weaver
mdweaver@co.escambia.fl.us
Phone: (850) 471-6411

Contact for Service Escalations:

Larry Sims
larrysims@cesteamone.com
Work: (850) 698-0245

Customer Communications Director

Mike Moring
Work: (850) 471-6315
mtmoring@co.escambia.fl.us

Network Preventative Maintenance Schedule

Site ID	NPM Date
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**SIDE 1**

Call Center Operations 1-800-323-9949

ESCAMBIA COUNTY Service Call Procedure for Fixed Infrastructure

To Place a Service Call...

Step	What you need to do:	Information to Provide
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your Customer Name	ESCAMBIA COUNTY
3	Type of Request	"I would like to open a service call."
4	Provide System & Site ID #	See Side 2 of this card
5	Identify the Severity Level	See Severity Table below
6	Your Name and Telephone Number	
7	Description of the Problem/Failure	As detailed as possible.
8	Record the Service Case Number provided to you by Motorola Call Center Operations for service call tracking purposes.	
	If on site support is required to resolve the service request, the Motorola Call Center Operations will dispatch the appropriate local field service provider.	
To inquire on the Status of a Service Call...		
1	Call Motorola Call Center Operations	1-800-323-9949
2	Provide Your ?Customer? Name	ESCAMBIA COUNTY
3	Provide Type of Request	"I would like to check on the status of a service call."
4	The Service Case number assigned at the time the service call was opened.	The number you documented in Step #8

SEVERITY LEVELS

Standard Severity & Response Times

Level	Response	Definition
Severity 1	4 hour Response	System/site down or extremely degraded
Severity 2	4 hour Response*	Degraded system/site

Severity 3	1 day Response*	Non emergency, non user effecting
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*Standard Business Days, Mon-Fri 8:30 a.m. - 4:30 p.m.. Local Time, excluding Motorola holidays.

**SIDE 2**

Call Center Operations 1-800-323-9949

SmartZone/OmniLink Sites

SYSTEM ID# SITE NAME & ADDRESS

SZ045A1	EOC Master 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV03	4H 4810 W 9 MILE RD , PENSACOLA, FL 32526
SZ045A1CV19	Big Lagoon 12950 GULF BEACH HIGHWAY , PENSACOLA, FL 32507
SZ045A1CV15	Don Sutton 2340 CRABTREE CHURCH RD , MOLINO, FL 32577
SZ045A1CV18	Englewood 1218 W CROSS ST , PENSACOLA, FL 32501
SZ045A1CV02	ECSO 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1CV11	Exchange Park 3200 E LAKEVIEW AVE , PENSACOLA, FL 32503
SZ045A1CV09	Fire Station 200 W GREGORY ST , PENSACOLA, FL 32502
SZ045A1CV16	North 7955 BRATT RD , CENTURY, FL 32535
SZ045A1CV12	Pipeline 5725 PIPELINE RD , PENSACOLA, FL 32505
SZ045A1CV07	Scenic Heights 1522 WOODCHUCK AVE , PENSACOLA, FL 32504
SZ045A1CV04	Walnut Hill 5026 ARTHUR BROWN RD , WALNUT HILL, FL 32568
SZ045A1CV10	Warrington 590 W WINTHROP AVE , PENSACOLA, FL 32507
SZ045A1CV08	Gulf Breeze 311 FAIRPOINT DR , GULF BREEZE, FL 32561
SZ045A1CV14	Gonzalez 390 90 9 RANCH RD , CANTONMENT, FL 32533

SZ045A1CV06	Molino 3470 N HIGHWAY 29 , CANTONMENT, FL 32533
SZ045A1CV05	Century 6800 BLACKMONST , CENTURY, FL 32535
SZ045A1CV13	PS Tower 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV17	WSRE 1295 W FAIRFIELD DR , PENSACOLA, FL 32505
SZ045A1D1	EOC Dispatch 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1D2	ECSO Dispatch 1700 W LEONARD ST , PENSACOLA, FL 32501
SZ045A1CV01	EOC 6575 NORTH "W" ST , PENSACOLA, FL 32505
SZ045A1CV20	Monapole 1700 W LEONARD ST , PENSACOLA, FL 32501

SITE SUMMARY					SITE SERVICES																
Site ID	Site Name	Site Address	Additional Sites	On-Site Service Provider	M	D	C	T	S	N	S	N	A	O	O	I	A	S	O	O	
				PENSACOLA, FL (850) 432-7787																	
SZ045A1CV09	Fire Station	200 W GREGORY ST , PENSACOLA, FL 32502		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV10	Warrington	590 W WINTHROP AVE , PENSACOLA, FL 32507		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV11	Exchange Park	3200 E LAKEVIEW AVE , PENSACOLA, FL 32503		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV12	Pipeline	5725 PIPELINE RD , PENSACOLA, FL 32505		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV13	PS Tower	6575 NORTH "W" ST , PENSACOLA, FL 32505		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV14	Gonzalez	390 90 9 RANCH RD , CANTONMENT, FL 32533		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV15	Don Sutton	2340 CRABTREE CHURCH RD , MOLINO, FL 32577		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV16	North	7955 BRATT RD , CENTURY, FL 32535		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				
SZ045A1CV17	WSRE	1295 W FAIRFIELD DR , PENSACOLA, FL 32505		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X						X			X				

SITE SUMMARY					SITE SERVICES															
Site ID	Site Name	Site Address	Additional Sites	On-Site Service Provider	M S	D I S	C T D	T S	N M	N S M	A H N M	O I R	O I R P	O I R L	I R	A S S A	O I R W / L D	O I R W / L D P	O I R W / L L	
SZ045A1CV18	Englewood	1218 W CROSS ST , PENSACOLA, FL 32501		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X				X			X					
SZ045A1CV19	Big Lagoon	12950 GULF BEACH HIGHWAY , PENSACOLA, FL 32507		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X				X			X					
SZ045A1CV20	Monapole	1700 W LEONARD ST , PENSACOLA, FL 32501		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X				X			X					
SZ045A1D1	EOC Dispatch	6575 NORTH "W" ST , PENSACOLA, FL 32505		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X				X			X	X				
SZ045A1D2	ECSO Dispatch	1700 W LEONARD ST , PENSACOLA, FL 32501		COMMUNICATIONS ENGINEERING SERVICES INC PENSACOLA, FL (850) 432-7787	N	X		X				X			X	X				

- MS Monitored Site
- DIS Dispatch
- CTD Customer Technician Dispatch
- TS Technical Support
- NM Network Monitoring
- AHNM After Hours Network Monitoring
- OIR Onsite Infrastructure Response
- OIRP Onsite Infrastructure Response Premier
- OIRL Onsite Infrastructure Response Limited
- NPM Network Preventive Maintenance
- IR Infrastructure Repair

AR	Advance Replacement
SSA	Software Subscription Agreement
OIRW/LD	Onsite Infrastructure Response W/ Local Dispatch
OIRW/LDP	Onsite Infrastructure Response W/ Local Dispatch Premier
OIRW/LL	Onsite Infrastructure Response W/Local Dispatch Limited



MOTOROLA SOLUTIONS

Statement of Work

Prepared For :

ESCAMBIA COUNTY

6575 N "W" ST

PENSACOLA, FL 32505



Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

- 1.1. **Box Unit Test:** Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
- 1.2. **Case:** Electronic tracking document for requests for service through the System Support Center.
- 1.3. **Case Status:** Identifier of the status of a Case from beginning to end.
- 1.4. **Component(s):** Motorola new or refurbished parts of equal quality.
- 1.5. **Configuration Change Support:** A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
- 1.6. **Connectivity:** Establishment of remote access to the System via dial up or fixed dedicated links.
- 1.7. **Continuously/Continuous:** Seven (7) days per week, twenty-four (24) hours a day, including holidays.
- 1.8. **Customer:** The end-user Customer as identified in the Agreement.
- 1.9. **Customer Support Plan:** A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
- 1.10. **Elements:** Those device types present on the Customer's System whose status may be communicated to the SSC.
- 1.11. **Equipment:** The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
- 1.12. **Enhanced System Support (ESS) Period:** The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
- 1.13. **Event:** An alarm or informational notification received by Motorola through the Network Management tools.
- 1.14. **Feature:** A Software functionality
- 1.15. **Federal Technical Center:** A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
- 1.16. **Firmware:** Software in object code form that is implanted or embedded in hardware.
- 1.17. **FRU:** Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
- 1.18. **Infrastructure:** The fixed Equipment excluding mobiles, portables, and accessories.
- 1.19. **Infrastructure Depot Operations (IDO):** A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
- 1.20. **Loaner:** Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
- 1.21. **Maintenance:** The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components, and placing the Equipment back into operation.
- 1.22. **MCNS:** Mission Critical Network Services
- 1.23. **Motorola Software:** Software whose copyright is owned by Motorola or its affiliated company
- 1.24. **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company.
- 1.25. **Notification:** The point in time when the Customer contacts Motorola and requests service.
- 1.26. **Optional Feature:** An additional Feature issued with a System Release that is available to Customer at additional cost.
- 1.27. **Radio Support Center (RSC):** A Motorola facility which serves as Motorola's centralized location for radio repair.
- 1.28. **Response:** The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
- 1.29. **Restore/Restoration/Restoral:** The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 1.30. **Service:** A Motorola Authorized Service Station or Motorola Field Service personnel.

- 1.31. Severity Level: The degree of adverse impact of an issue or Event.
- 1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.
- 1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.
- 1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.
- 1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release
- 1.37. Start Date: Effective start date as listed on the Agreement.
- 1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.
- 1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.
- 1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources
- 1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.
- 1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.
- 1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.
- 1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.
- 1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment
- 1.46. Verification: Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.
- 1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.
- 1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Definitions

Approved by Motorola Contracts & Compliance 10-31-2006



Statement of Work

OnSite Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. For Mesh system a Servicer will be dispatched only to the central site where the Mobile Integrated System Controller (MISC) is located. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Continuously receive service requests.
- 2.2 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3 Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4 Ensure the required personnel have access to Customer information as needed.
- 2.5 Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9 Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10 Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola, as necessary, to request service continuously.
- 3.2 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair Verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer

Support Manager.

- 3.3 Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4 Allow Servicicers access to Equipment.
- 3.5 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7 Maintain and store in an easily accessible location proper System backups.
- 3.8 For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9 Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Standard Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	8 hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 hours	Time provided by Servicer *

Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

*OnSite Infrastructure Response and Dispatch Service
Approved by Motorola Contracts and Compliance 1/30/08*



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced replacement FRU.
 - 2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5 Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7 Perform the following service on Motorola Infrastructure:
 - 2.7.1 Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.7.2 Replace malfunctioning FRU or Components.

- 2.7.3 Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
- 2.7.4 Perform a Box Unit Test on all serviced Infrastructure.
- 2.7.5 Perform a System Test on select Infrastructure.
- 2.8 Provide the following service on select third party Infrastructure:
 - 2.8.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9 Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10 Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11 Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
 - 3.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2 Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3 Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4 Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
 - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
 - 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in

for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.

3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

ASTRO@ 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all

	286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System ? including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Astro25 Infrastructure Repair cont	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers.

	Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptr
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya DFINITY PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System ? including headset jacks, dual

	footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSETs: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

Approved by Contract and Compliance 11/20/09
Motorola Solutions
1303 E. Algonquin Road, Schaumburg, IL 60196 U.S.A.
Version 1.9 1/12/12



Statement of Work

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; and (ii) does not include Customer training (iii) is only available for those system types supported and approved by Technical Support Operations, (iv) limited to Infrastructure currently supported by Motorola.

Technical Support is applicable to the following system types: ASTRO®, ASTRO® 25 , ARC 4000, SmartZone® v2.0.3 and higher, SmartZone®/OmniLink®, E911, Private Data v2.0.3 and higher, SmartNet®, Conventional Two-Way, and Wireless Broadband.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
 - 2.1.1. If Infrastructure is no longer supported by Motorola, Technical Support will diagnosis the System but may not be able to resolve the issue without the Customer replacing the Infrastructure.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following Responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.
- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Remove video from Digital In-Car Video equipment prior to contacting Motorola. If Technical Support assists the Customer in removing video, the Customer acknowledges, understands and agrees that Motorola does not guarantee or warrant that it will be able to extract any captured video or that any captured video will not be damaged, lost or corrupted.

- 3.7 Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.8 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

Approved by Legal 11-20-09



Statement of Work

Pre-Tested Software Subscription

1.0 Definitions

Terms that are capitalized but not defined in this Statement of Work shall have the definition given to such terms in the Service Terms and Conditions, the Communications System Agreement or other applicable agreement. The following terms have the following meanings:

- 1.1 **Non-Motorola Software:** Software whose copyright is owned by a party other than Motorola or its affiliated company, including but not limited to the anti-virus definitions, operating system software patches and signature files that will be pre-tested pursuant to this Statement of Work.
- 1.2 **System:** The Motorola ASTRO® 25 radio system and ARC4000 Master Site system.
- 1.3 **Supported System Release:** Pre-Tested Software Subscription supports the current ASTRO 25 ARC4000 Master Site System, 6.X and 7.X System Releases and 3 previous System Releases.

2.0 Description of Services

With Pre-Tested Software Subscription ("Service"), Motorola pretests the updated commercial anti virus definitions for the Microsoft Windows based boxes on a System. This Service will also include pre-testing operating system software patches and signature files for intrusion detection sensors (IDS), if supplied by Motorola and present on the Customer's System. Motorola will receive anti-virus definitions for the Microsoft Windows boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates from commercial suppliers. When anti-virus definitions classified as Category 4 (Severe, difficult to contain) and Category 5 (Very Severe, very difficult to contain) by the commercial supplier are released, Motorola will assess the potential impact of the anti-virus definitions and determine if a high-priority release is necessary. In addition, Motorola will determine the impact of the operating system software patches to Motorola's ASTRO 25 System and will determine which will be pre-tested and certified. Motorola will pre-test these anti-virus definitions, intrusion detection sensor signatures and operating system patches on a dedicated test System. Motorola will perform testing only on standard configurations certified by Motorola System Integration Testing (SIT) prior to making an update available to Customers. Once the latest anti-virus definitions, intrusion detection sensor signatures, and operating system patches are successfully tested on the System, Motorola will make them available to Customers. Non-Motorola Software associated with this Service will be governed by the terms in the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

Motorola will issue a release that provides any updated anti-virus definitions and intrusion detection sensor signature files for Motorola supplied IDS weekly or as Motorola determines appropriate. Updates may occur more frequently if a high-priority release is required for anti-virus definitions as determined at Motorola's discretion. For Category 4 & 5 anti-virus definitions determined to be high-priority by Motorola, Customer will be notified of high-priority release within 24 hours from Motorola selected commercial supplier's certified definitions being available or at Motorola's discretion. Operating system software patches will be released upon successful completion of pre-testing and Motorola certification.

Inclusions: Pre-Tested Software Subscription will include pre-testing of anti-virus definitions for Microsoft Windows based boxes, intrusion detection sensor signatures for Motorola supplied IDS, Microsoft and Solaris operating system security patches/updates on Motorola's current ASTRO 25 ARC4000 Master Site System, 6.x and 7.x System and 3 previous System Releases.

Exclusions: Systems that have non-standard configurations that have not been certified by Motorola SIT are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system updates for IDS solutions not purchased through Motorola.

The terms and conditions of this Statement of Work are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

3.0 Motorola has the following responsibilities:

- 3.1 Obtain anti-virus definitions for the Microsoft Windows platform, intrusion detection sensor signatures

for Motorola supplied IDS and operating system software patches from Motorola selected commercial suppliers.

- 3.2 Evaluate anti-virus definitions classified as Category 4 and 5 by Motorola selected commercial supplier to determine if a high-priority release is required. Motorola in its discretion will determine the urgency of the update based on the impact to the System.
- 3.3 Prioritize and select operating system software patches for pre-testing. Motorola in its discretion will determine the selection, frequency and priority of the pre-testing.
- 3.4 Test selected anti-virus definitions, intrusion detection sensor signatures, and operating system patches by deploying them on a dedicated test System with the standard supported configurations, which include Motorola's then current approved cohabitated applications.
- 3.5 Confirm that tested anti-virus definitions, intrusion detection sensor signatures, and operating system software patches do not degrade or compromise System functionality on dedicated test System within the standard supported configurations.
- 3.6 Address issues identified during testing to support functionality under the procedures specified in 3.4 above by working with Motorola selected commercial supplier or Motorola product development engineering team.
- 3.7 Release pre-tested anti-virus definitions and intrusion detection sensor signatures electronically on a weekly basis upon successful completion of the weekly test cycle to be completed one week after release by commercial supplier unless an issue is detected or within 24 hours from Motorola selected commercial supplier's Category 4 & 5 certified virus definitions being available or at Motorola's discretion if determined by Motorola to be a high-priority release. Release may include the anti-virus definition file, intrusion detection sensor signatures, updated configuration files, instructions and other information deemed pertinent by Motorola.
- 3.8 Release and notify Customer when Microsoft and Solaris operating system security patches/updates are certified and available with instructions for obtaining patch/update for Customer deployment on the Customer system. Microsoft operating system security updates will be released monthly as available from Motorola selected commercial supplier upon successful completion of monthly test cycle. Solaris operating system security patches will be released quarterly upon successful completion of quarterly test cycle or at Motorola's discretion.
- 3.9 Notify Customer when the latest release is available with instructions on where to obtain latest release.
- 3.10 Maintain annual Customer subscriptions for anti-virus definitions and intrusion detection sensor signatures, with Motorola selected commercial supplier.

4.0 Customer has the following responsibilities:

- 4.1 Provide means for accessing pre-tested files electronically.
- 4.2 Deploy pre-tested files on Customer System.
- 4.3 Upgrade System to a Supported System Release as necessary to continue Service.
- 4.4 Identify one point of contact for issues specific to Pre-Tested Software Subscription.
- 4.5 Cooperate with Motorola and perform all acts that are reasonable and/or necessary to enable Motorola to provide Pre-Tested Software Subscription to Customer.
- 4.6 Comply with the terms of the applicable license agreement between Customer and the Non-Motorola Software copyright owner.

5.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service. Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service.

During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the tested Software updates, the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the

Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRE-TESTED ANTI-VIRUS DEFINITIONS, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Pre-Tested Software Subscription

Approved by Contracts & Compliance 03/14/08



Statement of Work

NICE Gold Maintenance

Overview

Motorola utilizes NiceLog to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE. NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE Logging Equipment integrated within a Motorola network or Vortex console.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number.
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number.
- 3.3 Provide a contact name and contact phone number.

4.0 NICE has the following responsibilities:

- 4.1 Provide repair return authorization numbers to Customer.
- 4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.
- 4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 4.4 Perform the following service on NICE hardware:
 - 4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging; or
 - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.
- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 4.6 On-site reporting, the NICE service provider (SP) will:
 - 4.6.1. Arrive at the Customer site and go directly to the Customer contact
 - 4.6.2. When SP is ready to leave, notify the Customer contact
 - 4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE



- 4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
- 4.7 Provide to the Customer contact within one (1) week of the on-site visit a follow-up report on any outstanding issues
- 4.8 Contact Motorola System Support Center to close the case
- 4.9 Perform services according to NICE service priorities

Table 1

This option is available to customers where the location of the equipment is within 4-hour drive time to most major metropolitan areas (identified at the time of purchase).

Support Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinate to coincide.*

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

- 4.10 Software Upgrades- NICE’s standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE’s sole discretion, are necessary to ensure efficient operation of the products (“NICE Software Updates”). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software



Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed and shall, unless otherwise set forth herein, be governed by the terms and conditions of the software license for the NICE Software executed by both parties ("NICE Software License").

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE's installation site specifications ("Installation Site Specifications"); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE's specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions named in Section 7.0 of the Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure over seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE logging Recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4155

County Administrator's Report 10. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Change Order #3 to Purchase Order 130739-2 to Caldwell Associates Architects, Inc. for the Central Booking and Detention Facility (CBDF) Restoration

From: David Wheeler, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning A&E Services for the Central Booking and Detention Facility Restoration Project - David W. Wheeler, CFM, Facilities Management Department Director

That the Board approve and authorize the Interim County Administrator to execute Change Order #3, which will provide for additional architectural and engineering fees for the Central Booking and Detention Facility (CBDF) Restoration:

Department:	Facilities Management
Division:	DCAT (Design and Construction Administration Team)
Type:	Addition
Amount:	\$79,367.18
Vendor:	Caldwell Associates Architects, Inc. (CAA)
Project Name:	CBDF Restoration
Contract:	PD 11-12.049
PO#:	130739-2
Original Award Amount:	\$264,827.00
Cumulative Amount of Change Orders through CO #3:	\$79,367.18
New PO Amount:	\$344,194.18

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56201, Project Number 6FL00155]

BACKGROUND:

On November 12, 2012, the Board awarded Caldwell Associates Architects, Inc. (CAA) a contract for architectural and engineering services for the Central Booking and Detention Facility (CBDF) basement flood restoration project. Their scope of services is to prepare the construction documents and specifications for restoring the basement back to its June 9, 2012 pre-flood conditions.

All architectural and engineering costs associated with restoring the basement to pre-flood conditions will be reimbursed by the County's insurance carriers.

Within days after the June 9, 2012 flood event, the County's insurance carriers dispatched J.S. Held Inc. and Chad Foster and Associates, LLC to document and prepare the scope of damages. The reports estimated \$1,395,000 of repair and restoration services to the affected areas. These reports were used to define the scope of work for CAA and as the basis for negotiating their fee.

Once the design was underway, CAA discovered significant areas of restoration work that was not captured in the insurance's scope of damage reports, and some of the recommended methods of repair were not the proper course of action required to restore the basement back to its original condition. To assist the County in defining this additional work, CAA prepared a detailed evaluation that was submitted to the County's insurance carriers in March 2013. This report established a new estimated restoration cost of \$2,266,500. On April 17, 2012 an on-site meeting was held with the County's insurance adjusters, CAA and County staff. The insurance adjusters are in agreement with the increased estimated restoration cost and the additional scope of damages identified in this evaluation.

On April 18, 2012, County staff met with CAA to renegotiate a new basic services fee based on this new estimated restoration cost of \$2,266,500.

This Change Order will increase the CAA contract by \$79,367.18. Both County staff and CAA consider this to be a fair and equitable increase to this contract.

The previous two change orders were administrative changes only.

BUDGETARY IMPACT:

Funds for this change order are available in Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56201, Project Number 6FL00155

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Facilities Management staff will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

Attachments

CAA CO#3 BU



CALDWELL ASSOCIATES ARCHITECTS, INC.

ARCHITECTURE ♦ PLANNING ♦ INTERIOR DESIGN ♦ DESIGN BUILD

18 April 2013

David Wheeler
Escambia County Facilities Management
Director
100 East Blount
Pensacola, Florida 32501

RE: Escambia County Sheriff's Office CBDF Renovations - #3212 FC
PD # 11-12.049 / PO #130739

Mr. Wheeler,

As requested, we herewith provide our cost of services for the expanded scope of work for the above referenced project. As you know, Escambia County utilized the report by JS Held and the Chadd Foster Report to define the scope of work that currently is the basis of our contract for services with Escambia County. Once underway we along with County personnel began to find significant areas of work that were not addressed in the above two reports.

To assist the county with defining the additional work needed to restore the CBD Facility to pre-flood conditions we prepared and have turned in our Insurance Evaluation dated March 04, 2013. This evaluation is the basis for establishing the cost of the increased scope of work.

The total opinion of probable cost is \$2,266,500.48. This work does not include any added items such as Fire Protection which may be required by code.

We therefore are requesting the following:

Basic Service Increase -	\$ 68,251.00
Add Service – Insurance Analysis -	\$ 11,116.18
Total Increase	\$ 79,367.18

We appreciate being of service to the County and if you have any questions, please do not hesitate to contact me.

Sincerely,

H. Miller Caldwell, Jr., AIA
Principal

Cc: Accounting; FC File



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4202

County Administrator's Report 10. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Acquisition of Property Located on Ashland Avenue from Chavers Construction, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located on Ashland Avenue from Chavers Construction, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (2,750 square feet or approximately 0.06 acres), located on Ashland Avenue, from Chavers Construction, Inc.:

A. Authorize the purchase of a parcel of real property located on Ashland Avenue, (2,750 square feet or approximately 0.06 acres), for the negotiated purchase price of \$5,500, from Chavers Construction, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located on Ashland Avenue (2,750 square feet or approximately 0.06 acres); and

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

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #09EN0093, "Maplewoods"]

The County has a Project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area. Due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the Project. Chavers Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of their property (2,750 square feet or approximately 0.06 acres) to facilitate the road, bridge, and drainage improvement project. The owners have requested that the property be conveyed by means of a Public Road and Right-of-Way Easement document.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Chavers

Construction, Inc., to acquire a portion of their property located along Ashland Avenue. Pursuant to Board Policy, if the property is valued less than \$20,000 an appraisal is not required, so Staff negotiated a purchase price of \$5,500 (\$2 per square foot). The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the negotiated amount of \$5,500, with the owners/sellers being responsible for payment of documentary stamps and other closing costs, and the property be conveyed by means of a Public Road and Right-of-Way Easement document. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BACKGROUND:

The County has a project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area. Due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the project. Chavers Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of their property (2750 square feet or approximately 0.06 acres) to facilitate the road, bridge, and drainage improvement project. The owners have requested that the property be conveyed by means of a Public Road and Right-of-Way Easement document.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Chavers Construction, Inc., to acquire a portion of their property located along Ashland Avenue. Pursuant to Board Policy, if the property is valued less than \$20,000 an appraisal is not required, so Staff negotiated a purchase price of \$5,500.00 (\$2.00 per square foot). The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the negotiated amount of \$5,500.00, with the owners/sellers being responsible for payment of documentary stamps and other closing costs, and the property be conveyed by means of a Public Road and Right-of-Way Easement document. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352 "LOST III", Cost Center 210107, Object Code 56101/56301, Project #09EN0093 "Maplewoods".

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on April 11, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract for Sale and Purchase

Checklist

Parcel Information

Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract") between CHAVERS CONSTRUCTION, INC., a Florida corporation, by Ryan K. Chavers, President, whose address is 211 West Detroit Boulevard, Pensacola, Florida 32534 ("Seller") and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy a public road and right-of-way easement ("Easement") over the real property described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2013.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Five Thousand Five Hundred Dollars (\$5,500.00), payable to Seller at closing.

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

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

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

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

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

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

8. **TAXES AND ASSESSMENTS.** Seller shall be responsible for all taxes and assessments on the Property. Buyer is immune from ad valorem taxes and assessments and will not pay ad valorem taxes or assessments on the Property.

9. **CONVEYANCE AND TRANSFER OF EASEMENT.** Seller shall convey to Buyer an Easement in the form shown on the attached Exhibit B.

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

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

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

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

14. **SURVIVAL.** All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Easement, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

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

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

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

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

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

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

TO SELLER:

Chavers Construction, Inc.
211 West Detroit Boulevard
Pensacola, FL 32534

WITH A COPY TO:

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

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

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

22. **SURVEY.** Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. **INSPECTION OF PROPERTY.** Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental

audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Easement over the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Easement for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

BCC Approved: _____

Date: _____ This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney

GRANTOR: Date April 11, 2013

CHAVERS CONSTRUCTION, INC.

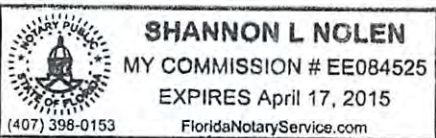
Witness [Signature]
Print Name THOMAS M SWISZACKI

By: [Signature]
Ryan K. Chavers, President

Witness [Signature]
Print Name Waller Johnston

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of February, 2013, by Ryan K. Chavers, as President of Chavers Construction, Inc. He is personally known to me, or has produced current _____ as identification.



[Signature]
Signature of Notary Public

SHANNON L NOLEN
Printed Name of Notary Public

(Notary Seal)

**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6681
Email: pgasurvey@bellsouth.net

SHEET 1 OF 1

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

P.O.C. - NORTHWEST CORNER
SECTION 23, T-1-S, R-30-W

12

10

DETROIT BOULEVARD R/W VARIES

S 87°34'44" E 25.00'

13

23

SOUTH R/W PER
O.R. 3570, PAGE 440

LEGEND:

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- O.R. Official record book

THOMAS H. DAVIS, JR.
TAX #23-15-30-1201-001-060
O.R. 3570, PAGE 440

NORTH SCALE 1" = 100'

WEST LINE SECTION 23

ASHLAND AVENUE R/W VARIES R/W VARIES

EAST R/W PER O.R. 3570, PAGE 440
S 02°57'47" W 275.00'

N 02°57'47" E 275.00'

SOUTH LINE O.R. 3570, PAGE 440

10.00'
S 87°34'44" E

Parcel 23-15-30-1201-001-060
LEGAL DESCRIPTION:

Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 of the public records of said County for the point of beginning.

Thence South 02 degrees 57'47" West along said east right of way line and the west line said parcel described in Official Record Book 3570, at page 440 of the public records of said County for a distance of 275.00 feet to the south line of parcel described in Official Record Book 3570 at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said south line for a distance of 10.00 feet; thence North 02 degrees 57'47" East for a distance of 275.00 feet to said south right of way line; thence North 87 degrees 34'44" West along said south right of way line for a distance of 10.00 feet the point of beginning.

All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.06 acres, more or less (2750 +/- square feet).

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY

Source of Information: KENNETH HORNE & ASSOCIATES, INC.

Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Date of Plat 10-11-12
Date of Survey --
Elevation Reference --
Encroachments --

NOT VALID UNLESS
IMPRINTED WITH
EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

Bearing Reference NORTH BASED ON STATE
PLANE COORDINATE SYSTEM

Ordered By: MR. CHARLIE KRASNOSKY
Scale: 1" = 100' Job No. 35227-12
FB PG File No. A-14,179
FB PG Drawn By PMJ

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190

Exhibit "B"

This document prepared by:
Stephen G. West, Senior Assistant County Attorney
221 Palafox Place, Suite 430
Pensacola, FL 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this ____ day of _____ 2013, by and between CHAVERS CONSTRUCTION, INC., a Florida profit corporation, whose address is 211 West Detroit Boulevard, Pensacola, Florida 32534 (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:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida, more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridge and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

CHAVERS CONSTRUCTION, INC.

Witness _____
Print Name _____

By: _____
Ryan K. Chavers, President

Witness _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Ryan K. Chavers, as President of Chavers Construction, Inc. He () is personally known to me, or () has produced current _____ as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Public Road and Right-of-Way Easement is accepted by Escambia County, Florida on the ____ day of _____, 2013, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

SHEET 1 OF 1

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not located.

P.O.C. - NORTHWEST CORNER
SECTION 23, T-1-S, R-30-W

P.O.B.

DETROIT BOULEVARD R/W VARIES

10.00' N 87°34'44" W

S 87°34'44" E 25.00'

SOUTH R/W PER
O.R. 3570, PAGE 440

LEGEND:

- R/W Right of way
- P.O.B. Point of beginning
- P.O.C. Point of commencement
- O.R. Official record book

THOMAS H. DAVIS, JR.
TAX #23-15-30-1201-001-060
O.R. 3570, PAGE 440

SOUTH LINE O.R. 3570, PAGE 440

10.00'
S 87°34'44" E

Parcel 23-15-30-1201-001-060

LEGAL DESCRIPTION:

Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 of the public records of said County for the point of beginning.

Thence South 02 degrees 57'47" West along said east right of way line and the west line said parcel described in Official Record Book 3570, at page 440 of the public records of said County for a distance of 275.00 feet to the south line of parcel described in Official Record Book 3570 at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said south line for a distance of 10.00 feet; thence North 02 degrees 57'47" East for a distance of 275.00 feet to said south right of way line; thence North 87 degrees 34'44" West along said south right of way line for a distance of 10.00 feet to the point of beginning.

All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.06 acres, more or less (2750 +/- square feet).

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Measurements made in accordance to United States Standards.

LB No. 7073

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Date of Plat 10-11-12
Date of Survey --
Elevation Reference --
Encroachments --

NOT VALID UNLESS
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EMBOSSSED SEAL
AND SIGNED BY
SURVEYOR

Bearing Reference NORTH BASED ON STATE
PLANE COORDINATE SYSTEM

Ordered By MR. CHARLIE KRASNOSKY
Scale 1" = 100' Job No. 35227-12
FB PG File No. A-14,179
FB PG Drawn By PMJ

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2012) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Ryan K. Chavers, as President
of Chavers Construction, Inc.,
do hereby attest and affirm:

1. That the address for Chavers Construction, Inc. is
211 West Detroit Boulevard
PENSACOLA, FL 32534

2. That the following entity or individuals have an interest in the real property described in Exhibit A:

A. Ryan K Chavers 3760 Hwy 196 Molino FL 32577
(Name) (Address)

Relationship/Interest: Owner 100%

B. _____
(Name) (Address)

Relationship/Interest: _____

C. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Witness Thomas M Swiencki
Print Name THOMAS M SWIENCKI

Chavers Construction, Inc.

Witness Waller Johnston
Print Name Waller Johnston

By: [Signature] Pres
Ryan K. Chavers, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of February, 2013 by Ryan Chavas as President of Chavas Construction, a _____ on behalf of the _____. He/She is personally known to me, or has produced current _____ as identification.



(Notary Seal)

Shannon L Nolen

Signature of Notary Public

SHANNON L NOLEN

Printed Name of Notary Public

**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



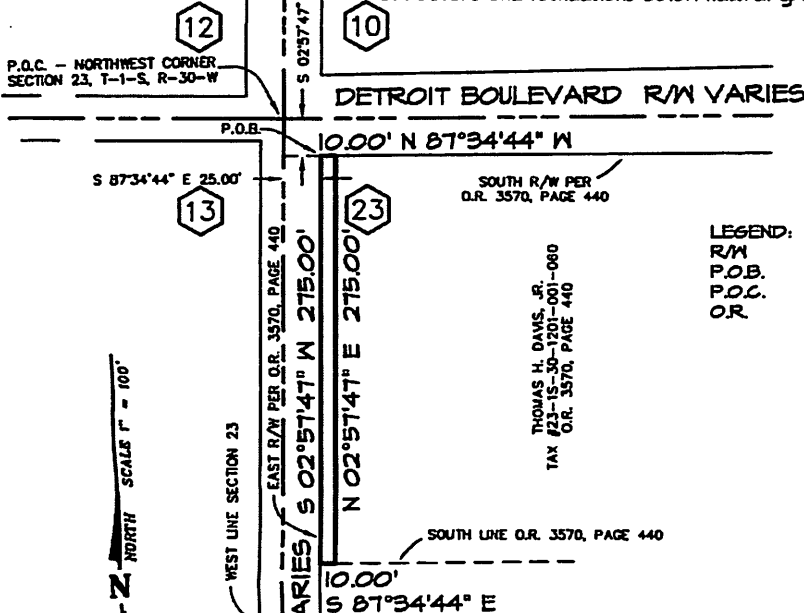
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SHEET 1 OF 1

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5. Footers and foundations below natural grade not located.



LEGEND:
R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
O.R. Official record book

THOMAS H. DAVIS, JR.
TAX #23-15-30-1201-001-080
O.R. 3570, PAGE 440

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LB No. 7073

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Date of Plat 10-11-12
Date of Survey --
Elevation Reference
Encroachments

NOT VALID UNLESS
IMPRINTED WITH
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Bearing Reference NORTH BASED ON STATE
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Ordered By MR. CHARLIE KRASNOSKY
Scale 1" = 100' Job No. 35227-12
FB PG File No. A-14,179
FB PG Drawn By PMJ

David D. Glaze
PSM #5605

Walter J. Glaze
PSM #6190



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: **Chavers Construction, LLC** parcel 23-1S-30-1201-001-060/ account # 030483000

County Administrator (or designee) - Appraisals

Appraiser (1): N/A _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: Valued less than \$20,000

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: JANUARY 11, 2013
 Received by: *Doyle Butler*
 Comments: TRANSACTIONAL SCREENING PERFORMED ON SITE
NO RECOGNIZABLE AREAS OF ENVIRONMENTAL CONCERN NOTED
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: Vacant Property; no inspection required

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: Vacant Property; no inspection required

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Ryan Chavers Construction Co.
Davis, Thomas H JR/parcel 23-1S-30-1201-001-060/ account # 030483000

County Administrator (or designee) - Appraisals

Appraiser (1): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

Appraiser (2): _____
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
 Received by: _____
 Comments: _____

Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCCADO
 Date: 01-07-13
 Comments: REVIEWED LEGAL DESCRIPTIONS AND SKETCHES

Office of Management and Budget - Verification of Funding Source

Funding source: Fund 352 LOST III
 Verified by: R Lambert
 Date: 4-15-13
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	231S301201001060
Account:	030483000
Owners:	DAVIS THOMAS H JR
Mail:	8160 ASHLAND AVE PENSACOLA, FL 32534
Situs:	1795 DETROIT BLVD 32534
Use Code:	OFFICE, 1 STORY
Taxing Authority:	ESCAMBIA COUNTY
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2012 Certified Roll Assessment	
Improvements:	\$32,302
Land:	\$32,086
Total:	\$64,388
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

This property is now owned by Ryan Chavers. Property appraiser has not changed the role yet.

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/1994	3570	440	\$50,000	WD	View Instr
09/1988	2609	302	\$29,500	WD	View Instr
08/1985	2103	147	\$60,000	WD	View Instr
08/1985	2013	505	\$100	QC	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2012 Certified Roll Exemptions	
None	
Legal Description	
BEG AT NW COR OF SEC ELY ALG SD N LI 25 FT DEFLECT 90 DEG RT 25 FT TO INTER OF S R/W OF DETROIT BLVD (50...	
Extra Features	
None	

Parcel Information

[Restore Map](#)

[Get Map Image](#)

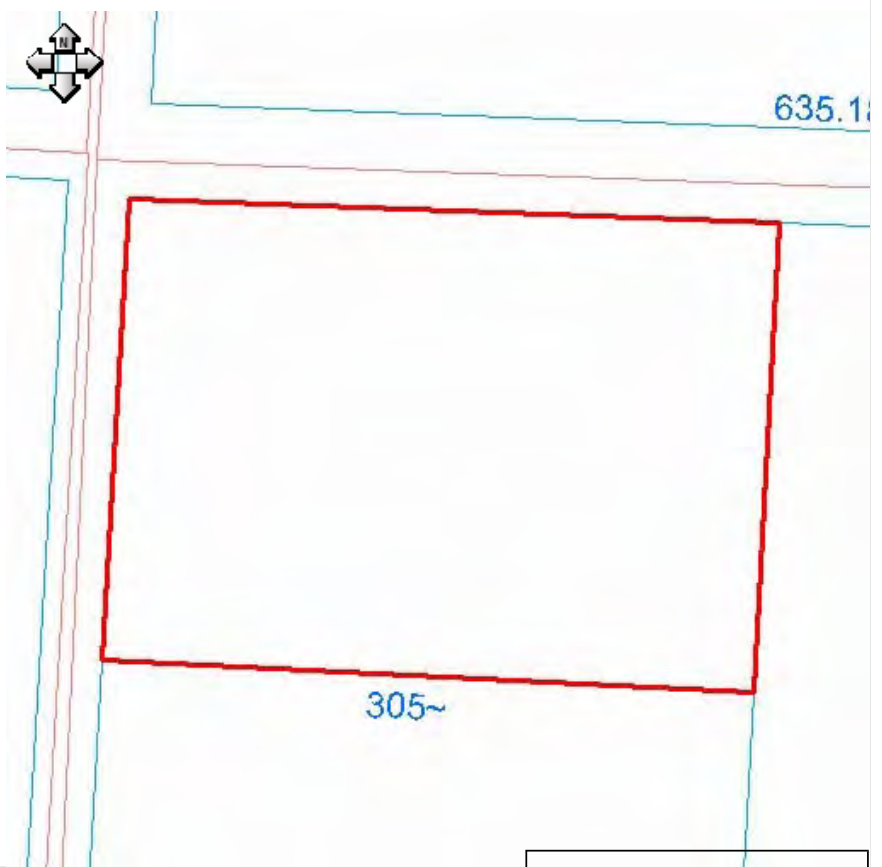
[Launch Interactive Map](#)

Section Map Id:
[23-1S-30-1](#)

Approx. Acreage:
1.9200

Zoned:
ID-1

Evacuation & Flood Information
[Open Report](#)



Buildings

Building 1 - Address: 1795 DETROIT BLVD, Year Built: 1987, Effective Year: 1987

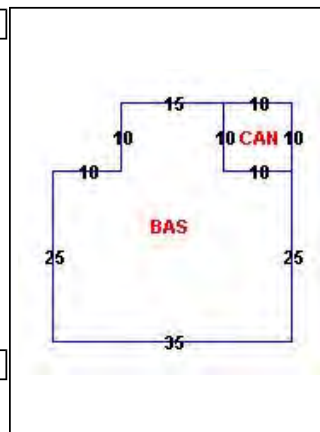
Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-SIDING-SHT.AVG.
NO. PLUMBING FIXTURES-4.00
ROOF FRAMING-HIP-HI PITCH
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-CARPET
NO. STORIES-1.00
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD BEAMS&COL

Areas - 1125 Total SF

BASE AREA - 1025

CANOPY - 100



Images



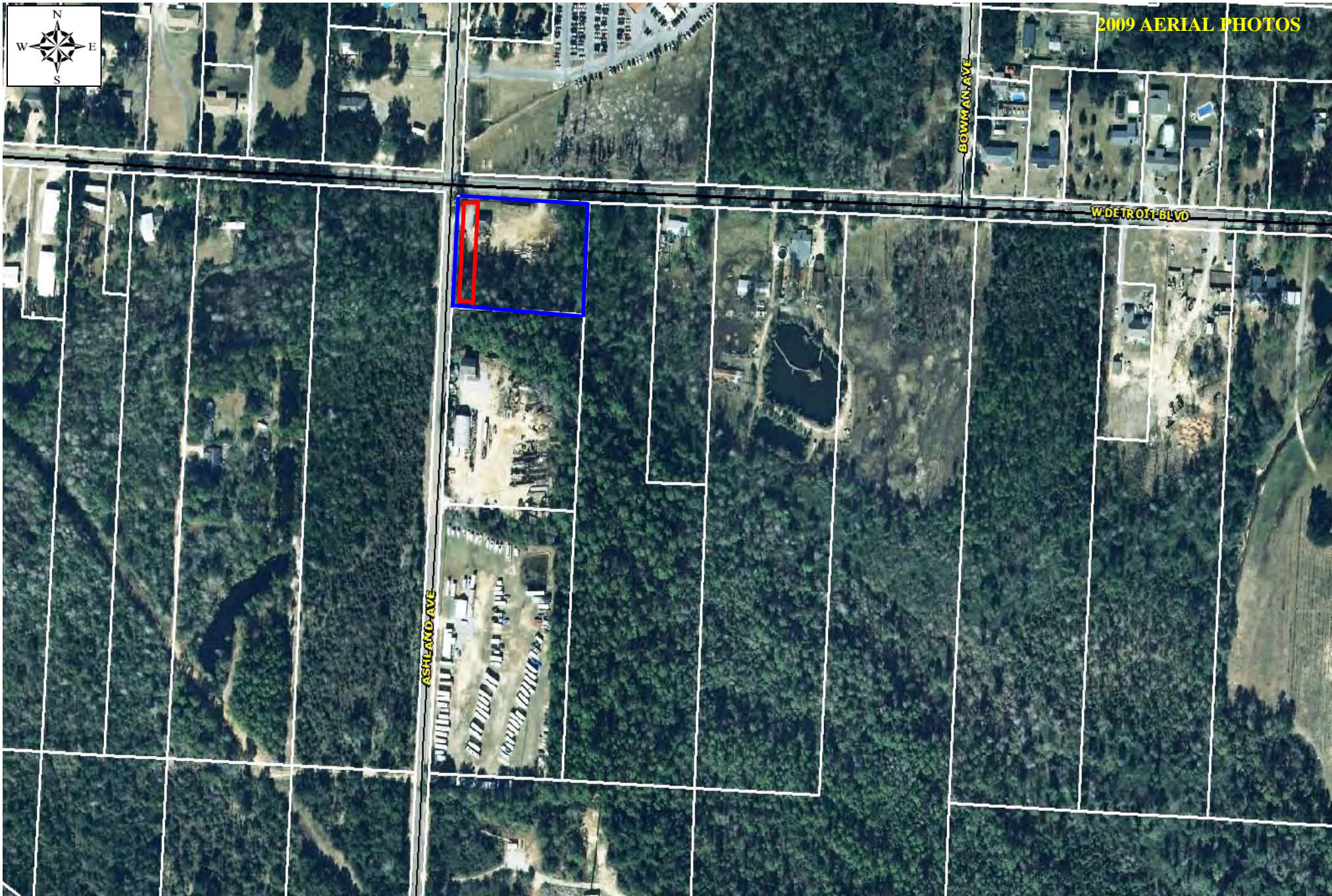
6/13/02



7/10/07

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.

ACQUISITION OF PROPERTY FOR ASHLAND AVE. BRIDGE REPLACEMENT PROJECT



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 07/15/12 DISTRICT 3

 RYAN CHAVERS PROPERTY / PARCEL 23-1S-30-1201-001-060

 PORTION OF CHAVERS PROPERTY COUNTY IS REQUESTING



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4131

County Administrator's Report 10. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Interlocal Agreement with Santa Rosa Island Authority (SRIA) for Summer Mass Transit Service

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement with the Santa Rosa Island Authority Relating to Transportation Services on Pensacola Beach for Summer 2013 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Interlocal Agreement with the Santa Rosa Island Authority (SRIA) relating to transportation services on Pensacola Beach for summer 2013:

A. Approve the Interlocal Agreement between Escambia County and the SRIA Relating to Transportation Services on Pensacola Beach, via Escambia County Area Transit (ECAT) trolleys, from May 24, 2013, through September 2, 2013, with the SRIA reimbursing the County for all operating costs; and

B. Authorize the Chairman or Vice Chairman to sign the Interlocal Agreement.

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beach-goers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

[Funding: Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs]

BACKGROUND:

For the last several years, SRIA and ECAT have cooperatively arranged for trolley service on Pensacola Beach during the busy summer beach season. The trolley service route travels along Fort Pickens Road and Via De Luna Drive, allowing beachgoers, both tourist and local, an opportunity to visit more of the beach, and subsequently, more of the beach businesses.

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach. The trolley service route runs seven days a week during the contract period.

BUDGETARY IMPACT:

Santa Rosa Island Authority (SRIA) will reimburse the County for all operating costs.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Interlocal Agreement as to form and legal sufficiency.

PERSONNEL:

Additional personnel will not be required by ECAT as a result of this Interlocal Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, the Transportation & Traffic Operations Division and ECAT staff will continue to coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

Attachments

Interlocal Agreement

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING
TO TRANSPORTATION SERVICES ON PENSACOLA BEACH**

THIS AGREEMENT is made this ____ day of May, 2013, 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 are authorized by Sections 163.01, Florida Statutes, et seq. 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 desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

WHEREAS, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

WHEREAS, the County has a Management Service Agreement with First Transit, INC. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

WHEREAS, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

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.

(a) The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

(b) Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

Section 2. Scope of Service.

The County, through ECAT, shall provide the following transportation service:

(a) Hours of Service. ECAT will provide transportation services during the service period on a weekly basis according to the following schedule:

Monday - Fridays (73 days): Two (2) trolleys between the hours of 4:00 p.m. and 12:00 a.m.

Saturdays and Sundays (29 days): Two (2) trolleys between the hours 4:00 p.m. and 12:00 a.m.

(b) Service Period. The service period will commence on **May 24, 2013**, and end on **September 2, 2013**.

(c) Service Route. The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Assistant General Manager - Operations.

(d) Operators and Uniforms. ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) Service Review. ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties.

Section 3. Compensation and Method of Payment

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.

Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

Section 4. Insurance.

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

Section 5. Term of Agreement.

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

Section 6. 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 7. 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 tortuous 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 Section 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 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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:
County Administrator
Escambia County
Post Office Box 1591
Pensacola, Florida 32591

SRIA:
Chairman
Santa Rosa Island Authority
Post Office Drawer 1208
Pensacola Beach, Florida 32562

Payments to the County shall be sent to:

ECAT
1515 West Fairfield Drive
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

SRIA
1 Via De Luna
Pensacola Beach, FL 32561

Section 16. 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 17. 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 18. 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 19. 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.

-The rest of this page intentionally left blank-

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

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 4/2/13

SRIA:
Santa Rosa Island Authority, a dependent
special district created under the Laws of
Florida, signing by and through its Chairman.

By: Thomas Campanella
Thomas Campanella, Chairman

Date: 4-10-13

ATTEST:

[Signature]
Secretary

(SEAL)

EXHIBIT A

The service route is depicted on map below.

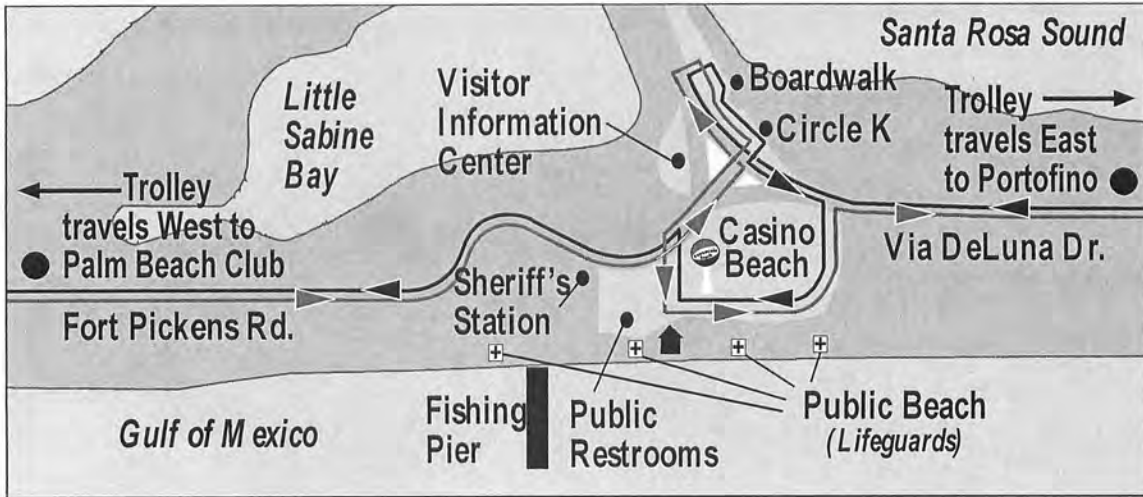


EXHIBIT B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

Operating costs for Fiscal 2013 are budgeted as follows:

Operations	\$71,393
Maintenance	\$68,593
Insurance	\$5,351
General Administration.....	\$5,327
Other G&A	0
Management Fee *	\$21,203
Total	\$171,867

Fixed Costs

Management Fee.....	\$21,203
General Administration	\$5,327
Insurance.....	\$5,351
Total.....	\$31,881
(Service months).....	4
Fixed Costs per Month	\$7,970.25

Variable Costs

Operations.....	\$71,393
Maintenance.....	\$68,593
Total	\$139,986
(Trolley hours)	2,020
Variable Costs per Hour	\$69.30



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4177

County Administrator's Report 10. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Local Agency Program Agreement for the Myrtle Grove Elementary School Sidewalk Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Local Agency Program Agreement for the Myrtle Grove Elementary School Sidewalk Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Local Agency Program Agreement (LAP) with the State of Florida Department of Transportation (FDOT), for funding not to exceed \$975,000, for the Myrtle Grove Elementary School Sidewalk Project:

A. Approve the State of Florida Department of Transportation, Local Agency Program (LAP) Agreement, between the State of Florida Department of Transportation (FDOT) and Escambia County, for design and construction (Design/Build) of the Myrtle Grove Elementary School Sidewalk Project; and

B. Adopt the Resolution authorizing the Chairman to sign the LAP Agreement and any subsequent related Supplemental Agreements and/or documents for this Project.

This Project was submitted to FDOT's Safe Routes To School Grant Program in an effort to obtain funding. The Project was selected based on criteria that include its proximity to schools and with providing connectivity with existing sidewalks (recently installed with local funds on 65th Avenue, from Flaxman Street to Lillian Highway). The next phase of the submittal process requires the submittal package to include the Board's approval to submit and a Resolution supporting the Project.

The Myrtle Grove Elementary School Sidewalk Project is a design-build project and consists of adding sidewalks along North 65th Avenue, Flaxman Street, and North 61st Avenue in Pensacola, Escambia County.

[Funding: A Supplemental Budget Amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement. FDOT will reimburse the County up to \$975,000]

BACKGROUND:

This project was submitted to FDOT's Safe Routes To School Grant Program in an effort to obtain funding. The project was selected based on criteria that include its proximity to schools and with providing connectivity with existing sidewalks (recently installed with local funds on 65th Avenue from Flaxman Street to Lillian Highway). The next phase of the submittal process requires the submittal package to include the BCC's approval to submit and a Resolution supporting the project.

The Myrtle Grove Elementary School Sidewalk Project is a design-build project and consists of adding sidewalks along N. 65th Avenue, Flaxman Street, and N. 61st Avenue in Pensacola, Escambia County.

BUDGETARY IMPACT:

A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement. FDOT will reimburse the County up to \$975,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the LAP Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon execution of the LAP Agreement, FDOT will issue a Notice to Proceed. Escambia County will then advertise a Request for Proposals for engineering services and construction (design/build).

Transportation & Traffic Operations staff will continue to coordinate this project with Dustin Castells, FDOT, and will coordinate with the Purchasing Department regarding procurement of design/build services.

Attachments

LAP Agreement

Resolution

Aerial View

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>433768-1-58-01</u>	Fund: _____	FLAIR Approp: _____
Federal No: <u>SRTS-311-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>433768-1-68-01</u>	Fund: _____	FLAIR Approp: _____
Federal No: <u>SRTS-311-A</u>	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>(48) Escambia</u>	Contract No: _____	Vendor No: <u>VF596000598154</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>07-507-9673</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, 2013 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and Escambia County B.O.C.C. hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design and construction of the Myrtle Grove Elementary School sidewalk project and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A,B,C, & 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently that on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2014. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 975,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) 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 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 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the project out to bid thirty (30) days from the date the Department issues the NTP to advertise the project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, 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/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Department's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department 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. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
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.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department 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, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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) (d), 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have 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. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Dustin Castells, District 3 LAP Administrator
Florida Department of Transportation
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Dustin Castells, District 3 LAP Administrator
Florida Department of Transportation
1074 Highway 90 • Post Office Box 607

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Chipley, Florida 32428-0607

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Dustin Castells, District 3 LAP Administrator
Florida Department of Transportation
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Dustin Castells, District 3 LAP Administrator
Florida Department of Transportation
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

- b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

- a) The Department at each of the following address(es):

Dustin Castells, District 3 LAP Administrator
Florida Department of Transportation
1074 Highway 90 • Post Office Box 607
Chipley, Florida 32428-0607

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and 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 for audits done in accordance with OMB Circular A-133, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial 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 at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for

the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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 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.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency 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 Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 433768-1-58-01 & 433768-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

This is a design-build project to add sidewalks along N 65th Avenue, Flaxman Street, and N 61st Avenue in Pensacola, Escambia County. The project is also referred to as the Myrtle Gove Elementary School Sidewalk Project.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

All improvements shall be constructed within the existing right of way.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction to be completed by December 31, 2014.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will reimburse the Agency for the eligible costs directly related to the Design, Construction, and Construction Engineering and Inspection (CEI) activities on this project **not to exceed \$975,000**.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS Escambia County B.O.C.C. P.O. Box 1591 Pensacola, FL 32591	FPN: 433768-1-58-01 & 433768-1-68-01
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PROJECT DESCRIPTION

Name: Myrtle Grove Elementary School Sidewalk Project Length: 1.649 miles
 Termini: N 65th St from Jackson St to Lillian Hwy; N 61st Ave from Jackson Street to Fairfield Drive; Flaxman St from N 61st Ave to N 65th St

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: 2013 FY: 2014 FY: 2015 Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Project Development & Environment (PD&E) FY: 2013 FY: 2014 FY: 2015 Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Design FY: 2013 FY: 2014 FY: 2015 Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Right-of-Way FY: 2013 FY: 2014 FY: 2015 Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Construction FY: 2013 FY: 2014 FY: 2015 FY: 2016 Total Construction Cost	\$877,500 _____ _____ _____ \$877,500	\$0.00 _____ _____ _____ \$0.00	\$877,500 _____ _____ _____ \$877,500
Construction Engineering and Inspection (CEI) FY: 2013 FY: 2014 FY: 2015 Total CEI Cost	\$97,500 _____ _____ \$97,500	\$0.00 _____ _____ \$0.00	\$97,500 _____ _____ \$97,500
Total Construction and CEI Costs	\$975,000	\$0.00	\$975,000
TOTAL COST OF THE PROJECT	\$975,000	\$0.00	\$975,000

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

**RESTRICTION ON CONSULTANT'S ELIGIBILITY TO COMPETE FOR
DEPARTMENT ASSISTED CONTRACTS**

FPN: 433768-1-58-01 & 433768-1-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Escambia County B.O.C.C.

EXISTING CONSULTANT CONTRACTS:

Existing consultant or professional services contracts shall not be used in the development and delivery of this project, doing so will federalize the existing contract. All consultant and professional services contracts associated with this project shall be advertised and selected in accordance with the Consultants Competitive Negotiations Act(CCNA). Consult the District LAP Administrator for the appropriate federal language that must appear in each consultant contract.

CONSULTANT CEI CONTRACTS:

A consultant firm or its affiliate that was the engineer of record(EOR) on a project shall not be considered for construction engineering and inspection(CEI) services, as a prime, on the same project.

A consultant firm or its affiliate who was the EOR on a project may only be considered for CEI services as a sub consultant to the prime CEI firm with the approval of the Department prior to submittal of letters of response.

A consultant firm or its affiliate who was the sub to the EOR on a project may only be considered for CEI services, as prime, on the same project, with the approval of the Department prior to submittal of letters of response.

The Department's approval shall be based on the extent of the firm's involvement in the design of the project or CEI services, as the case may be, and the potential of hindrance of any objective decision making.

A consultant or its affiliate who performed geotechnical services for the EOR shall not be considered as a sub to the firm providing CEI services on the same project, in any capacity.

DESIGN-BUILD CONTRACTS:

The contractor or design professional cannot team, as a prime, with other firms to submit more than one bid per project. The secondary member (i.e., designer or contractor) of the design-build team cannot change, after award, without the written approval of the Department.

A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the EOR or is sub to the EOR.

A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to develop the RFP for a Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or a sub consultant. A consultant firm, its affiliate, or sub consultant that is under contract with the Local Agency to provide CEI services on the Design-Build contract cannot be part of a Design-Build Team proposing on that contract as a prime or sub consultant.

A consultant or its affiliate, who was the prime EOR on a Design-Bid-Build project, where the project is switched to Design-Build, may participate on a Design-Build contract with the approval of the Department. The Department shall consider level of design (% completed) by the EOR, the number of component design plans by different EOR's, etc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: 433768-1-58-01 & 433768-1-68-01 \$975,000

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

RESOLUTION NUMBER R2013- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF THE MYRTLE GROVE ELEMENTARY SCHOOL SIDEWALK PROJECT; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of constructing sidewalks along portions of 61st Avenue, 65th Avenue, and Flaxman Street in Escambia County, Florida, as part of the County's Safe Routes To School program (FPID 433768-1-58-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$975,000 (nine hundred and seventy-five thousand dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board hereby supports the proposed Project for sidewalk construction.

SECTION 3. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

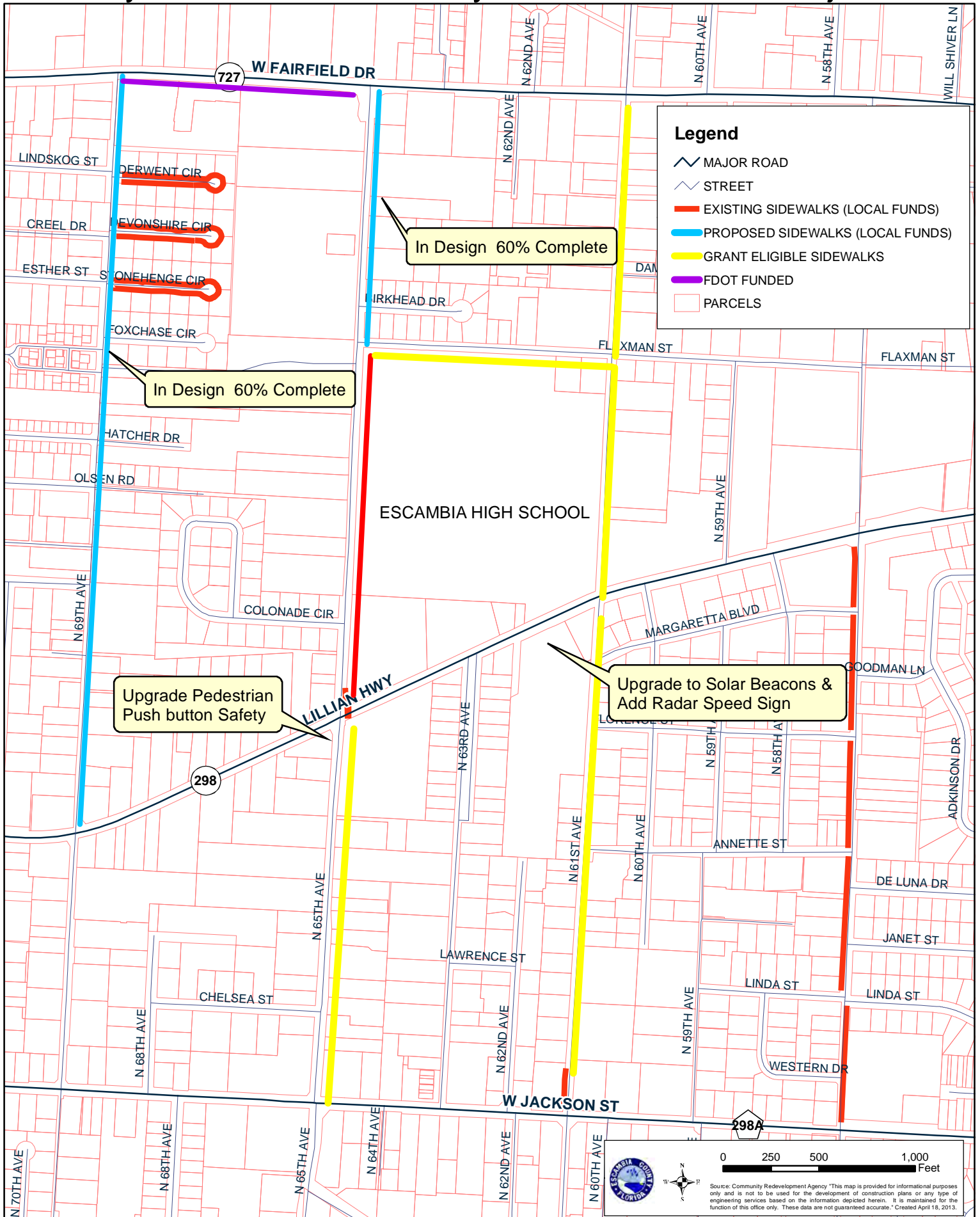
By: _____
Deputy Clerk

(SEAL)

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: ACF
Date: 4/23/13

Myrtle Grove Elementary School Sidewalk Project





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4176

County Administrator's Report 10. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: State Road 742 (Burgess Road) - Transfer Project from Escambia County to Florida Department of Transportation

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Road 742 (Burgess Road) - Transfer of Project from Escambia County to Florida Department of Transportation - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the transfer of State Road (SR) 742 (Burgess Road) Project from Escambia County, Florida, to the Florida Department of Transportation (FDOT):

- A. Approve the Amendment to Joint Participation Agreement (JPA) between the State of Florida Department of Transportation and Escambia County, Financial Project #218429-1-38-01;
- B. Approve the State of Florida Department of Transportation Assignment Agreement;
- C. Approve the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County, Project #218429-1-38-01; and
- D. Adopt the Resolution supporting the transfer and authorizing the Chairman to sign the Agreements.

[Funding: Fund 352, "LOST III," Account 210107/56301, Project #11EN1643]

On March 6, 2012, Escambia County and FDOT entered into a Joint Participation Agreement (JPA) for Design Work, as described in the Agreement, for capacity improvements to SR 742 (Burgess Road) from SR 95 (US Highway 29) to Hilburn Road.

On March 23, 2010, Escambia County and Hatch Mott MacDonald Florida, LLC, entered into an Agreement to perform these design services for the SR 742 (Burgess Road) Project.

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with Hatch Mott MacDonald Florida, LLC, from Escambia County to FDOT, essentially reversing the Contract Agreements.

BACKGROUND:

On March 6, 2012, Escambia County and FDOT entered into a Joint Participation Agreement (JPA) for Design Work, as described in the Agreement, for capacity improvements to SR 742 (Burgess Road) from SR 95 (US Highway 29) to Hilburn Road.

On March 23, 2010 Escambia County and Hatch Mott MacDonald Florida, LLC, entered into an Agreement to perform these design services for the SR 742 (Burgess Road) Project.

Escambia County and FDOT have agreed that it is in the best interest of all concerned to transfer all duties under the Agreement with Hatch Mott MacDonald Florida, LLC, from Escambia County to FDOT, essentially reversing the Contract Agreements.

BUDGETARY IMPACT:

Escambia County will, within fourteen days of the execution of this Agreement, furnish FDOT an advance deposit in the amount of \$323,382 for full payment of the County's share of the estimated project cost.

Funding Source: Fund 352 "LOST III", Account 210107/56301, Project #11EN1643.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents have been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval of this recommendation, the Chairman will need to sign five original copies of each Agreement. The Clerk's office will then need to certify a copy of the Resolution for FDOT and retain the original for the official records. Transportation and Traffic Operations staff will forward the five original, signed copies of all Agreements and a certified copy of the Resolution to FDOT for final signature and for their files.

Attachments

Amendment to JPA

Assignment Agrmnt

LFA

Resolution

Financial Project No.: 218429-1-38-01
AMENDMENT TO
JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY

This Amendment to Joint Participation Agreement is made and effective this ____ day of _____, 2013, between the State of Florida Department of Transportation (“Department”) and Escambia County, Florida (“County”).

1. County and Department entered a Joint Participation Agreement on March 6, 2012 (“Agreement”) for Design Work, as described in the Agreement, for capacity improvements to SR 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road, and the parties desire to amend the same.

Therefore, County and Department agree as follows:

2. The recital in paragraph 1 is true and correct and incorporated in this First Amendment.

3. With respect to the Design Work described in the Agreement, Department shall have no obligation to pay or reimburse County for any services performed by or for County on and after February 1, 2013.

4. County acknowledges that it shall be paid under the Agreement for that work satisfactorily performed before the date in paragraph 3 above for which costs can be substantiated, and that the amount paid 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 the Agreement. All work in progress will become the property of the Department, and will be turned over promptly by the County.

IN WITNESS WHEREOF, COUNTY has caused this Amendment to the Agreement to be executed in its behalf by the Chair, of the Escambia County Board of County Commissioners,

Financial Project No. 218429-1-38-01
Escambia County

as authorized by Resolution Number _____ on the ____ day of _____, 2013, and Department has executed this Amendment through its District Secretary, for District Three, Florida Department of Transportation, on the date set forth below.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Gene M. Valentino, Chairman

By: _____
James T. Barfield, P.E.
District Secretary, District Three

Date: _____

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

Attest: _____
Executive Secretary (SEAL)

Deputy Clerk

(SEAL)

Legal Review:

Office of the General Counsel

This document approved as to form and legal sufficiency.

By: _____

Title: _____

Date: 4/17/13

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ASSIGNMENT AGREEMENT**

Assignment and Amendment for the Agreement to perform Design Services for capacity improvements to SR 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road in Escambia County entered into on March 6, 2012.

Hereinafter known as Contract AQJ67
Financial Project I.D. 218429-1-38-01
Vendor No. VF96000598007

This Agreement of Assignment made and effective this ___ day of _____, 2013, among Escambia County, a political subdivision of the State of Florida ("AGENCY") ("ASSIGNOR"), Hatch Mott MacDonald Florida LLC ("CONSULTANT"), and the State of Florida Department of Transportation ("DEPARTMENT") ("ASSIGNEE"),

1. AGENCY and DEPARTMENT entered into a Joint Participation Agreement (hereinafter "the JPA") on March 6, 2012 to perform Design Work, as described in the JPA, for capacity improvements to SR 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road (the "PROJECT").
2. AGENCY, as an agent of DEPARTMENT, and CONSULTANT entered into an Agreement dated March 23, 2010 to perform these Design services for the PROJECT.
3. Interest in the JPA is, by its terms, assignable only upon written consent of DEPARTMENT.
4. AGENCY desires to assign the Agreement with CONSULTANT to DEPARTMENT, and CONSULTANT is willing to perform all remaining obligations and duties occurring on or after the effective date of this Assignment Agreement.

NOW, THEREFORE, the parties hereto do agree as follows:

5. The aforementioned recitations in paragraphs 1 through 4 are true and are by reference made part of this agreement.
6. AGENCY hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire duties under the Agreement with CONSULTANT to DEPARTMENT subject to the covenants and conditions herein mentioned.
7. AGENCY hereby assumes responsibilities and obligations under the Agreement for payment of services rendered prior to the effective date of this Assignment Agreement. DEPARTMENT hereby assumes AGENCY'S responsibilities and obligations on and after the effective date of this Assignment Agreement and will hereafter perform faithfully all of the covenants, stipulations and agreements contained therein.

8. The CONSULTANT hereby consents to the assignment of the Agreement to the DEPARTMENT.

9. DEPARTMENT consents to and accepts the assignment of the Agreement to DEPARTMENT; provided, however, DEPARTMENT'S consent to this matter will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments and will not constitute a release of CONSULTANT under the contract to the extent of CONSULTANT'S responsibilities to the AGENCY up to the effective date of this assignment or to the extent of CONSULTANT'S failure to perform under the Agreement hereafter, it being understood that this assignment will not be deemed to effect a novation. This Assignment Agreement will not release AGENCY from liabilities incurred prior to the effective date of this assignment.

10. The DEPARTMENT has established State of Florida Department of Transportation Contract Number AQJ67 for continuation of the services required for this project. All sums which become payable by DEPARTMENT for services rendered on and after the date of this Assignment Agreement will be made to CONSULTANT, as between DEPARTMENT and CONSULTANT. CONSULTANT and DEPARTMENT hereby agree that, when the DEPARTMENT will have made payments pursuant to the Agreement, regardless of whether such payments have heretofore been made by AGENCY or hereafter by DEPARTMENT, which in the aggregate are equal to the total sums payable under the Agreement, such payment will constitute satisfaction in full of AGENCY'S and DEPARTMENT'S obligation to pay the sums which it is obligated to pay pursuant to the Agreement. The balance available under said contract for the remaining services is equal to \$323,382.

11. CONSULTANT specifically acknowledges and agrees that no time extension or requests for additional compensation or supplemental agreements will be granted due to this assignment or the duplication of any services provided by CONSULTANT to DEPARTMENT, it being understood that DEPARTMENT will stand in the place of AGENCY as though no assignment has occurred.

12. AGENCY and CONSULTANT hereby represent, and DEPARTMENT hereby accepts, that there are no claims or demands against DEPARTMENT arising out of or related to the performance under the Agreement prior to the effective date hereof. DEPARTMENT will not be responsible for contractual compensation for services or claims which occurred prior to this assignment. DEPARTMENT is hereby released from such liability under this Agreement.

13. The CONSULTANT shall:

Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

Expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system

to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ASSIGNOR:

ASSIGNEE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Gene M. Valentino, Chairman

By: _____
James T. Barfield, P.E.,
District Three Secretary

Date: _____

Date: _____

Attest: Pam Childers
Clerk of the Circuit Court

Attest: _____
Executive Secretary (Seal)

Deputy Clerk

(SEAL)

Legal Review:

Approved as to form and legal
sufficiency.

By/Title: _____
Date: _____

Office of the General Counsel

CONSULTANT: _____

By: _____

Name: _____

Its: _____

Date: _____

Attest: _____
Secretary/Assistant Secretary

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ESCAMBIA COUNTY**

Project # 218429-1-38-01

This Locally Funded Agreement ("AGREEMENT") is between the State of Florida, Department of Transportation ("DEPARTMENT"), and Escambia County, Florida ("COUNTY").

1. COUNTY and DEPARTMENT entered into a Joint Participation Agreement (AQJ69) (hereinafter "the JPA") on March 6, 2012 to perform a Design Phase for capacity improvements to SR 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road.
2. DEPARTMENT will now undertake and administer the PROJECT, and COUNTY and DEPARTMENT have amended the JPA so that DEPARTMENT shall have no further obligation to pay or reimburse COUNTY for any services performed by or for COUNTY under the provisions of the JPA.
3. In furtherance of DEPARTMENT's assumption of the PROJECT, COUNTY has assigned its agreement with the consultant performing Design Services for the PROJECT to the DEPARTMENT.
4. COUNTY is desirous of sharing in the funding of the PROJECT until completion by contributing a lump sum amount to be applied against PROJECT costs.
5. The DEPARTMENT is authorized to enter into this AGREEMENT by § 339.12, Fla. Stat., and other sections of the Florida Transportation Code.

Therefore, the DEPARTMENT and the COUNTY agree as follows:

6. The facts stated in the recitals in paragraphs 1 through 5 above are true and correct and are incorporated into and made a part of this AGREEMENT.
7. The COUNTY agrees that it will, within fourteen (14) calendar days after the execution of this AGREEMENT, furnish the DEPARTMENT a contribution in the amount of **THREE HUNDRED TWENTY THREE THOUSAND THREE HUNDRED EIGHTY TWO and 00/100 DOLLARS** (\$323,382.00) to be used for a portion of the estimated project cost for project number 218429-1-38-01. The DEPARTMENT may utilize this contribution for payment of the costs of the PROJECT.
8. The DEPARTMENT may, in its discretion, decide to delay or cancel the PROJECT without liability to the DEPARTMENT if the COUNTY fails to furnish the advance deposit as provided for in paragraph seven (7).
9. The payment of funds under this AGREEMENT will be made directly to the DEPARTMENT for deposit.

10. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following:

FOR THE COUNTY:

Escambia County
Public Works Department/Engineering Division
Attn: Joy D. Blackmon, P.E.
3363 West Park Place
Pensacola, Florida 32505

FOR THE DEPARTMENT

Florida Department of Transportation
Attn: District Program Development Manager
P. O. Box 607
Chipley, Florida 32428

11. The following provisions of § 339.135(6)(a), Fla. Stat., are incorporated:

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this AGREEMENT shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this AGREEMENT shall be effective unless contained in a written properly-executed document.

13. This AGREEMENT shall not be more strictly construed against either party because one party drafted or prepared any or all of the terms and provisions.

14. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Florida.

15. This AGREEMENT may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one agreement.

16. The COUNTY:

(a). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

RESOLUTION NUMBER R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE TRANSFER OF THE SR 742 (BURGESS ROAD) PROJECT FROM ESCAMBIA COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN TO SIGN THE FIRST AMENDMENT TO JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ASSIGNMENT AGREEMENT, AND THE LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY FOR PROJECT # 218429-1-38-01; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Escambia County and the Florida Department of Transportation (FDOT) have determined that it is in the best interest of all concerned to transfer all duties associated with SR 742 (Burgess Road) from SR 95 (US 29) to Hilburn Road, FPID 218429-1-38-01, (hereinafter referred to as the "Project") from Escambia County to the Florida Department of Transportation; and

WHEREAS, Escambia County will, within fourteen days of execution of this Agreement, furnish the FDOT an advance deposit in the amount of \$323,382 for full payment of the County's share of the estimated Project cost; and

WHEREAS, the completion of the proposed Project will provide mutual benefits to Escambia County and the FDOT.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the proposed transfer of the SR 742 (Burgess Road) Project from Escambia County to Florida Department of Transportation.

SECTION 3. That the Board authorizes the Chairman to sign the First Amendment to the Joint Participation Agreement between the State of Florida Department of Transportation and Escambia County, the State of Florida Department of Transportation Assignment Agreement, and the Locally Funded Agreement between the State of Florida Department of Transportation and Escambia County for Project # 218429-1-38-01.

SECTION 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2013.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: ACH

Date: 4/16/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4196

County Administrator's Report 10. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/02/2013

Issue: Acquisition of Property Located on Ashland Avenue from Davis Marine Construction, Inc.

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located on Ashland Avenue from Davis Marine Construction, Inc. - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the acquisition of a parcel of real property (2,050 square feet or approximately 0.05 acres), located on Ashland Avenue, from Davis Marine Construction, Inc.:

- A. Authorize the purchase of a parcel of real property located at 8160 Ashland Avenue (2,050 square feet or approximately 0.05 acres), for the negotiated purchase price of \$4,100, from Davis Marine Construction, Inc., in accordance with the terms and conditions contained in the Contract for Sale and Purchase;
- B. Approve the Contract for Sale and Purchase for the acquisition of a parcel of real property located at 8160 Ashland Avenue (2,050 square feet or approximately 0.05 acres); and
- C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice-Chairman to execute, any documents necessary to complete the acquisition of this property without further action of the Board.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Codes 56101/56301, Project #09EN0093, "Maplewoods"]

The County has a Project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area. Due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the Project. Davis Marine Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of their property (2,050 square feet or approximately 0.05 acres) to facilitate the road, bridge, and drainage improvement project. Board approval is required for the Board's purchase of the property.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Davis Marine

Construction, Inc., to acquire a portion of their property located at 8160 Ashland Avenue. Pursuant to Board Policy, if the property is valued less than \$20,000 an appraisal is not required, so Staff negotiated a purchase price of \$4,100 (\$2 per square foot). The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the negotiated amount of \$4,100, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BACKGROUND:

The County has a project in design to make road, bridge, and drainage improvements in the Ashland Avenue/Detroit Boulevard area. Due to limited right-of-way within this area, it was determined that additional property would be required to facilitate the project. Davis Marine Construction, Inc., owner of the property located on the east side of Ashland Avenue, has agreed to sell a portion of their property (2050 square feet or approximately 0.05 acres) to facilitate the road, bridge, and drainage improvements project. Board approval is required for the Board's purchase of the property.

Pursuant to the Board's adoption of the Policy for Real Property Acquisitions Related to Roads and Drainage Projects, dated April 21, 2011, staff entered into negotiations with Davis Marine Construction, Inc., to acquire a portion their property located at 8160 Ashland Avenue. Pursuant to Board Policy, if the property is valued less than \$20,000 an appraisal is not required, so Staff negotiated a purchase price of \$4,100.00 (\$2.00 per square foot). The owners indicated that they were amenable to accepting this amount. Staff prepared, and the property owners agreed to, the terms and conditions contained in the Contract for Sale and Purchase, with the understanding that this acquisition requires final Board approval. The Contract for Sale and Purchase includes an offer to purchase the property for the negotiated amount of \$4,100.00, with the owners/sellers being responsible for payment of documentary stamps and other closing costs. Staff is requesting Board approval of this acquisition and the Contract for Sale and Purchase.

BUDGETARY IMPACT:

Fund 352 "LOST III", Cost Center 210107, Object Code 56101/56301, Project #09EN0093 "Maplewoods".

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase was approved as to form and legal sufficiency by Stephen West, Assistant County Attorney, on April 9, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Contract for Sale and Purchase

BCC policy - 4/21/11

Checklist

Parcel Information

Aerial Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between DAVIS MARINE CONSTRUCTION, INC., a Florida corporation, by Thomas H. Davis, Jr., President, whose address is 8160 Ashland Avenue, Pensacola, FL 32534 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. **AGREEMENT.** Seller agrees to sell and Buyer agrees to buy the real property and improvements described in Exhibit A (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2013.

2. **PURCHASE PRICE; PAYMENT.** The purchase price is Four Thousand One Hundred Dollars (\$4,100.00), payable to Seller at closing.

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

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

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

6. **COSTS AND EXPENSES.** Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey

(Buyer); Title Insurance (Buyer); Recording of Deed (Seller); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

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

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

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

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

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

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

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

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

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

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

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

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

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

TO BUYER:

Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32501

TO SELLER:

Davis Marine Construction, Inc.
8160 Ashland Avenue
Pensacola, FL 32534

WITH A COPY TO:

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

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

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

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers Clerk of the Circuit Court

Gene M. Valentino, Chairman

Deputy Clerk

BCC Approved:

Date: This document approved as to form and legal sufficiency.

By [Signature]

Title Asst. County Attorney

Date April 9, 2013

SELLER:

Davis Marine Construction, Inc.

By: Thomas H. Davis, Jr

Thomas H. Davis, Jr

Title: President

Date 3-25-2013

[Signature] Lawrence C Davis

Witness

Lawrence C Davis

Print Name

[Signature] Bernie W Manning

Witness

Bernie W Manning

Print Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of March, 2013, by Thomas H. Davis, Jr., President of Davis Marine Construction, Inc. He () is personally known to me, () produced current Florida Driver License as identification.

(Notary Seal)

Bernie W. Manning Notary Public-State of FL Comm. Exp. May 31, 2014 Comm. No. DD967622

[Signature] Bernie W Manning Signature of Notary Public

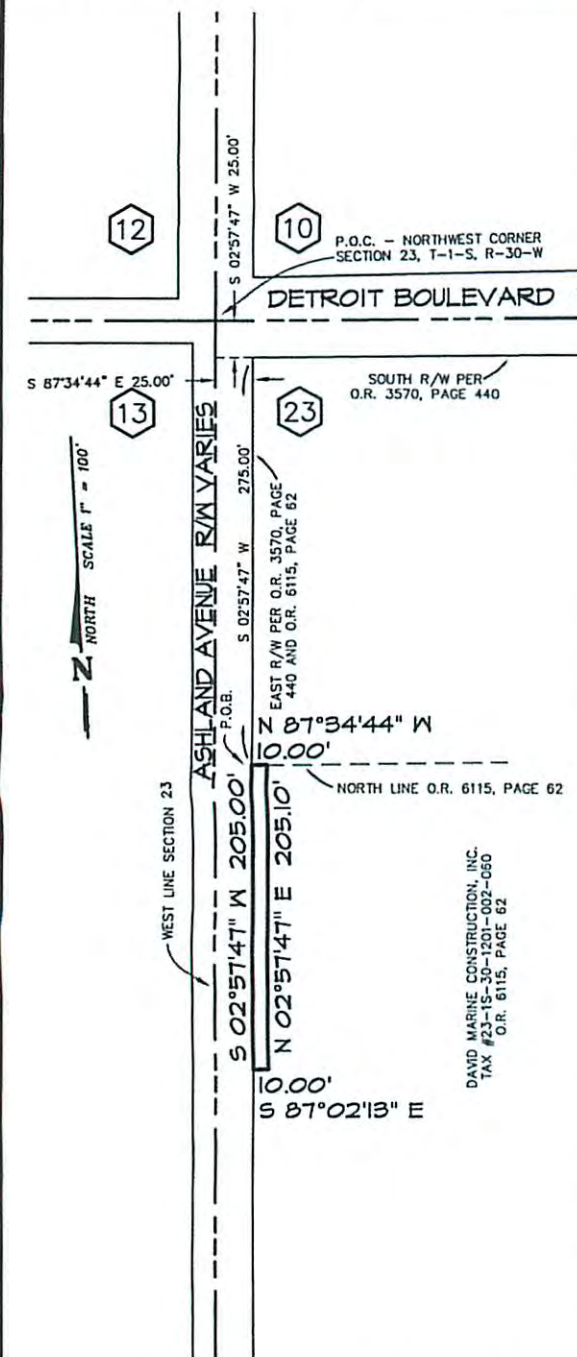
**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgsurvey@bellsouth.net

SHEET 1 OF 1



- LEGEND:**
 R/W Right of way
 P.O.B. Point of beginning
 P.O.C. Point of commencement
 O.R. Official record book

- SURVEYOR'S NOTES:**
 1. Subject to setbacks, easements and restrictions of record.
 2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
 3. This sketch does not reflect or determine ownership.
 4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
 5. Footers and foundations below natural grade not

Parcel 23-15-30-1201-002-060
LEGAL DESCRIPTION:
 Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 and Official Record Book 6115, page 62 of the public records of said County; thence South 02 degrees 57'47" West along said east right of way line for a distance of 275.00 feet for the point of beginning.
 Thence continue South 02 degrees 57'47" West along said east right of way line for a distance of 205.00 feet; thence South 87 degrees 02'13" East for a distance of 10.00 feet; thence North 02 degrees 57'47" East for a distance of 205.10 feet to the north line of parcel described in Official Record Book 6115 at page 62 of the public records of said County; thence North 87 degrees 34'44" West along said north line for a distance of 10.00 feet the point of beginning.
 All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.05 acres, more or less (2050 +/- square feet).

DAVID MARINE CONSTRUCTION, INC.
 TAX #23-15-30-1201-002-060
 O.R. 6115, PAGE 62

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY
 Source of Information: KENNETH HORNE & ASSOCIATES, INC.
 Measurements made in accordance to United States Standards.

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 Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
David D. Glaze
 PSM #5605

Walter J. Glaze
Walter J. Glaze
 PSM #6190

Date of Plat 10-11-12
 Date of Survey --
 Elevation Reference _____
 Encroachments _____

LB No. 7073
 NOT VALID UNLESS
 IMPRINTED WITH
 EMBOSSED SEAL
 AND SIGNED BY
 SURVEYOR

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM
 Ordered By MR. CHARLIE KRASNOSKY
 Scale 1" = 100' Job No. 35227-12
 FB _____ PG _____ File No. A-14,180
 FB _____ PG _____ Drawn By PMJ

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2012) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Thomas H. Davis, Jr, as President
of Davis Marine Construction, Inc,
do hereby attest and affirm:

1. That the address for Davis Marine Construction, Inc. is
8160 Ashland Avenue
PENSACOLA, FL 32534

2. That the following entity or individuals have an interest in the real property described in Exhibit A:

A. Thomas Davis, Jr 8160 Ashland Ave., Pensacola, Fl. 32534
(Name) (Address)

Relationship/Interest: Brother - 50%

B. Alex L. Davis Same as above
(Name) (Address)

Relationship/Interest: Brother - 50%

C. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described in Exhibit A, to Escambia County, Florida.

Witness Lawrence C. Davis
Print Name Lawrence C. Davis

Davis Marine Construction, Inc.

Witness Bernie W Manning
Print Name Bernie W Manning

By: Thomas H. Davis, Jr
Thomas H. Davis, Jr., President

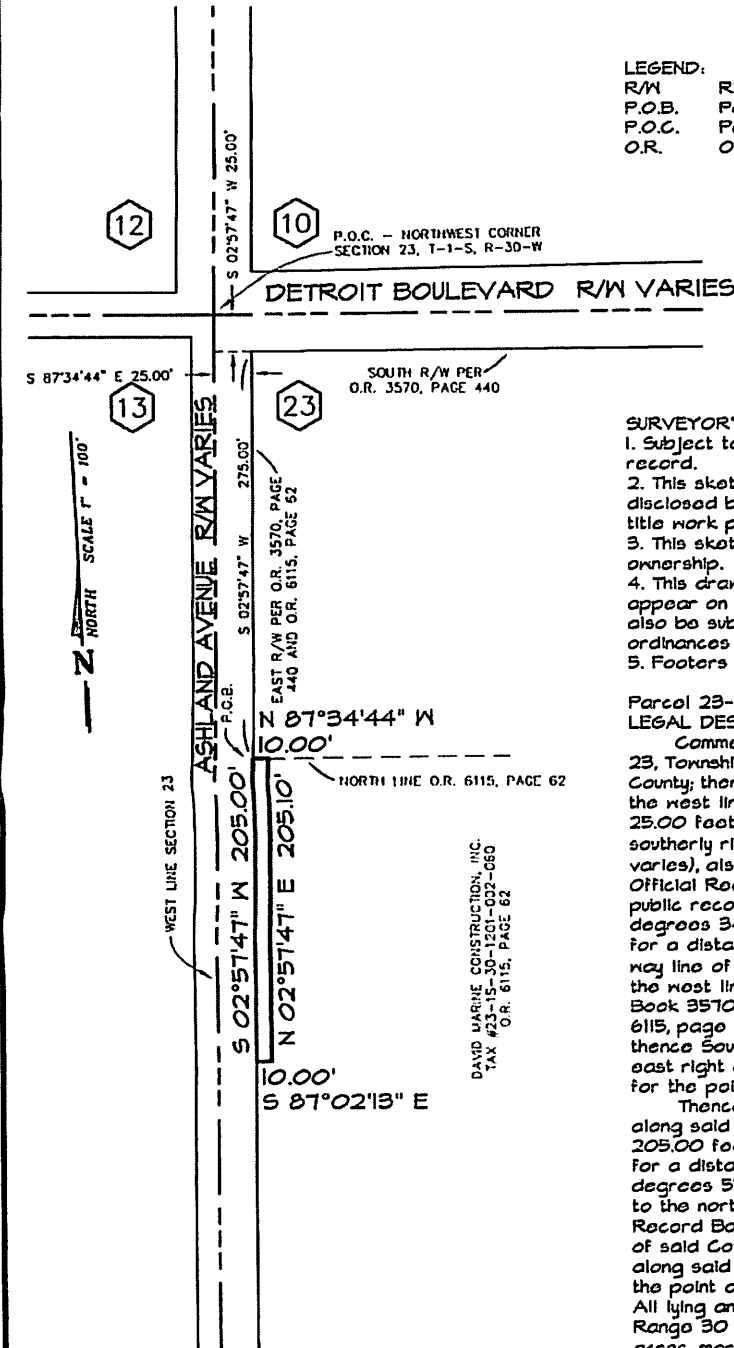
**PITTMAN,
GLAZE AND
ASSOCIATES, INC.**



**A LEGAL DESCRIPTION
AND SKETCH OF A
PORTION OF
SECTION 23, T-1-S, R-30-W**

LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

SHEET 1 OF 1



LEGEND:
R/W Right of way
P.O.B. Point of beginning
P.O.C. Point of commencement
O.R. Official record book

SURVEYOR'S NOTES:
1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.
5. Footers and foundations below natural grade not

Parcel 23-15-30-1201-002-060
LEGAL DESCRIPTION:

Commence at the northwest corner of Section 23, Township 1 South, Range 30 West, Escambia County; thence South 02 degrees 57'47" West along the west line of said Section 23 for a distance of 25.00 feet to the westerly extension of the southerly right of way line of Detroit Boulevard (R/W varies), also being the north line parcel described in Official Record Book 3570, at page 440 of the public records of said County; thence South 87 degrees 34'44" East along said westerly extension for a distance of 25.00 feet to the east right of way line of Ashland Avenue (R/W varies), also being the west line parcel described in Official Record Book 3570, at page 440 and Official Record Book 6115, page 62 of the public records of said County; thence South 02 degrees 57'47" West along said east right of way line for a distance of 275.00 feet for the point of beginning.

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All lying and being in Section 23, Township 1 South, Range 30 West, Escambia County. Containing 0.05 acres, more or less (2050 +/- square feet).

DAVID MARINE CONSTRUCTION, INC.
TAX #23-15-30-1201-002-060
O.R. 6115, PAGE 62

TAX MAPS; PUBLIC RECORDS; SURVEYS BY THIS FIRM; DRAWINGS BY
Source of Information: KENNETH HORNE & ASSOCIATES, INC.
Measurements made in accordance to United States Standards.

LB No. 7073

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
 PSM #5605

Walter J. Glaze
 PSM #6190

Date of Plat	10-11-12	NOT VALID UNLESS IMPRINTED WITH EMBOSSSED SEAL AND SIGNED BY SURVEYOR
Date of Survey	--	
Elevation Reference		
Encroachments		
Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM		
Ordered By	MR. CHARLIE KRASNOSKY	
Scale	1" = 100'	Job No. 35227-12
FB	PG	File No. A-14,180
FB	PG	Drawn By PMJ

Board of County Commissioners
Escambia County, Florida

Title: Real Property Acquisitions Related to Road and Drainage
Projects Exempt from Board of County Commissioners
Authorization Requirement for Staff to Initiate the
Acquisition Process

Date Adopted:
Effective Date: April 21, 2011
Reference:
Policy Amended:

OBJECTIVE

Board approval is not required to authorize staff to initiate the process to acquire real property, pursuant to Section 46.139, Escambia County Code of Ordinances. Real property acquisitions relating to road and drainage projects will not require Committee of the Whole or Board of County Commissioners authorization to proceed with the acquisition process.

Real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or regular Board meeting, for authorization to initiate the acquisition process.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

6. Approving the two *Request for Disposition of Property* Forms for a hand-held trim ball and Dell Precision computer for the reasons for disposition stated on each, with the items to be sent for recycling, since they are in bad condition and unusable.
7. Adopting the *Real Property Acquisitions Related to Road and Drainage Projects Exempt from Board of County Commissioners Authorization Requirement for Staff to Initiate the Acquisition Process Policy*; under this Policy, real property acquisitions related to road and drainage projects will not require authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition process; however, Board approval will be required prior to the final acquisition of property; staff will maintain compliance pursuant to Section 46.139 of the Escambia County Code of Ordinances; real property acquisitions not related to a road or drainage project will continue to be presented to the Committee of the Whole or at a Regular Board Meeting for authorization to initiate the acquisition process.
8. Dropping the recommendation that the Board authorize the scheduling of a Public Hearing for May 19, 2011, at 5:31 p.m., to consider the proposed vacation of a portion of Valle Escondido Drive, Creekside Oaks Subdivision (approximately 4,138.2 square feet, or 0.095 acre), on the Board's own motion; Valle Escondido Drive (R/W varies), is a paved, County-maintained road, dedicated to the County pursuant to the Plat of Creekside Oaks Subdivision, as recorded in Plat Book 15, Page 41, of the Public Records of Escambia County; the portion of Valle Escondido Drive proposed to be vacated (approximately 4,138.2 square feet, or 0.095 acre), lies at the southwest terminus of Valle Escondido Drive, as shown on Exhibit "A" (of the recommendation).
9. Dropping the recommendation that the Board approve the reduction of a vacant Division Manager position to a Senior Urban Planner; the duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department; due to the level of additional responsibility placed upon those individuals, the upgrade to a higher level Senior Planner is warranted; the reduction of the vacant Division Manager position and the abolishment of the Urban Planner I position will be a total annual savings of \$80,232.



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: **Davis Marine Construction**/Parcel: 23-1S-30-1201-002-060/Account #:030483100

County Administrator (or designee) - Appraisals

Appraiser (1): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Engineering Department - Review of Survey or Boundary Map

Completed by: RICK COLOCCADO
Date: 01-07-13
Comments: REVIEWED LEGAL DESCRIPTIONS AND SKETCHES.

Office of Management and Budget - Verification of Funding Source

Funding source: 352 LOST ISL
Verified by: [Signature]
Date: 04-15-2013
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____

MY



Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: Davis Marine Construction/Parcel: 23-1S-30-1201-002-060/Account #:030483100

County Administrator (or designee) - Appraisals

Appraiser (1): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: Property Valued at less than \$20,000

Appraiser (2): N/A
 Date of appraisal: _____
 Appraised value: _____
 Received by: _____
 Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: JANUARY 11, 2013
 Received by: Doyle Butler
 Comments: TRANSACTIONAL Screening performed
NO RECOGNIZED AREAS OF ENVIRONMENTAL CONCERN NOTED
 Date of Phase II: _____
 Received by: _____
 Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: Vacant Property; no review required

Risk Management Department - Property Inspection

Inspected by: _____
 Date: _____
 Comments: Vacant Property; no review required

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
 Date: _____
 Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: _____
 Verified by: _____
 Date: _____
 Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at \$20,000 or more)

Reviewed by: _____
 Date: _____
 Comments: _____



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#) |
 [Tangible Property Search](#) |
 [Amendment 1 Calculations](#)

[Back](#)

Navigate Mode
 Account
 Reference

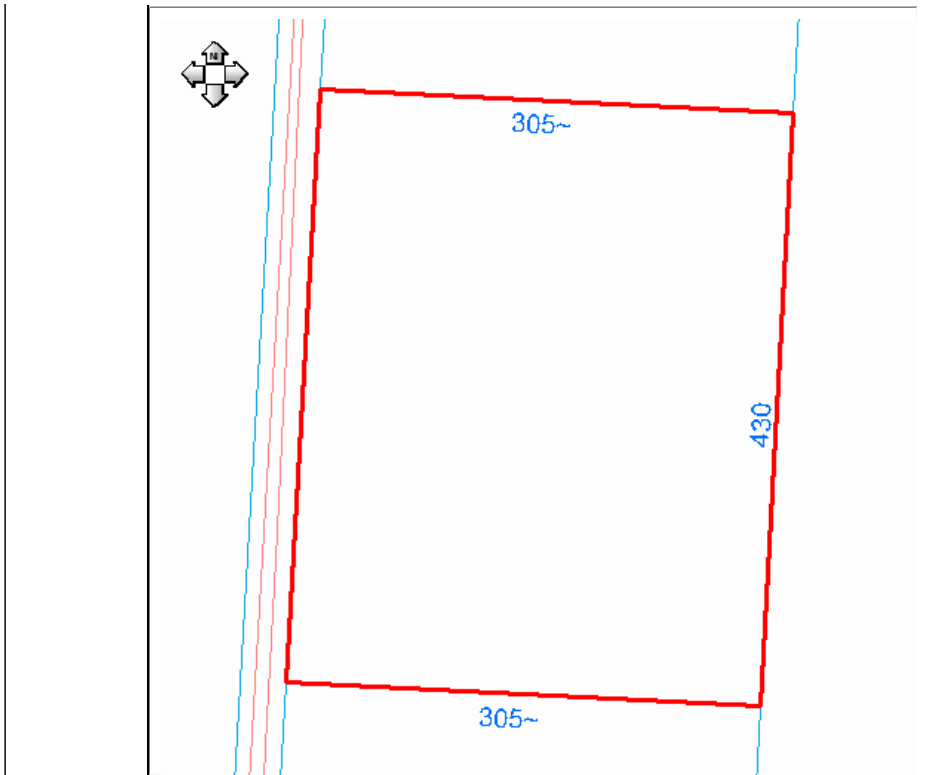
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="background-color: #f2f2f2;">General Information</td></tr> <tr><td>Reference:</td><td>231S301201002060</td></tr> <tr><td>Account:</td><td>030483100</td></tr> <tr><td>Owners:</td><td>DAVIS MARINE CONSTRUCTION INC</td></tr> <tr><td>Mail:</td><td>8160 ASHLAND AVE PENSACOLA, FL 32534</td></tr> <tr><td>Situs:</td><td>8160 ASHLAND AVE 32534</td></tr> <tr><td>Use Code:</td><td>WAREHOUSE, DISTRIBUT </td></tr> <tr><td>Taxing Authority:</td><td>COUNTY MSTU</td></tr> <tr><td>Tax Inquiry:</td><td>Open Tax Inquiry Window</td></tr> <tr><td colspan="2">Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</td></tr> </table>	General Information		Reference:	231S301201002060	Account:	030483100	Owners:	DAVIS MARINE CONSTRUCTION INC	Mail:	8160 ASHLAND AVE PENSACOLA, FL 32534	Situs:	8160 ASHLAND AVE 32534	Use Code:	WAREHOUSE, DISTRIBUT	Taxing Authority:	COUNTY MSTU	Tax Inquiry:	Open Tax Inquiry Window	Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="background-color: #f2f2f2;">2012 Certified Roll Assessment</td></tr> <tr><td>Improvements:</td><td style="text-align: right;">\$97,962</td></tr> <tr><td>Land:</td><td style="text-align: right;">\$57,190</td></tr> <tr><td>Total:</td><td style="text-align: right;">\$155,152</td></tr> <tr><td>Save Our Homes:</td><td style="text-align: right;">\$0</td></tr> <tr><td colspan="2" style="text-align: center;">Disclaimer</td></tr> <tr><td colspan="2" style="text-align: center;">Amendment 1 Calculations</td></tr> </table>	2012 Certified Roll Assessment		Improvements:	\$97,962	Land:	\$57,190	Total:	\$155,152	Save Our Homes:	\$0	Disclaimer		Amendment 1 Calculations	
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Parcel Information

 [Get Map Image](#)
 [Launch Interactive Map](#)

<p>Section Map Id: 23-1S-30-1</p> <p>Approx. Acreage: 3.3900</p> <p>Zoned: ID-1</p>	
---	--



Buildings

Building 1 - Address: 8160 ASHLAND AVE, Year Built: 1970, Effective Year: 1970

Structural Elements

FOUNDATION- SLAB ON GRADE
EXTERIOR WALL- CORRUGATED METL
ROOF FRAMING- RIGID FRAME/BAR
ROOF COVER- CORRUGATED METL
INTERIOR WALL- UNFINISHED
FLOOR COVER- CONCRETE-FINISH
NO. STORIES- 1.00
DECOR/MILLWORK- MINIMUM
HEAT/AIR- NONE
STRUCTURAL FRAME- RIGID FRAME

Areas - 1200 Total SF

BASE AREA - 1200



Building 2 - Address: 8160 ASHLAND AVE, Year Built: 2000, Effective Year: 2000

Structural Elements

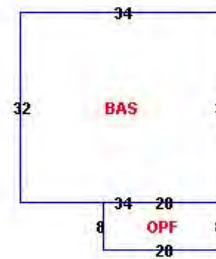
FOUNDATION- SLAB ABOVE GRDE
EXTERIOR WALL- SIDING-SHT.AVG.
NO. PLUMBING FIXTURES- 7.00
ROOF FRAMING- GABLE
ROOF COVER- COMPOSITION SHG
INTERIOR WALL- DRYWALL-PLASTER
STORY HEIGHT- 9.00
NO. STORIES- 2.00
FLOOR COVER- CARPET
FLOOR COVER- TILE/STAIN CONC/BRICK
DECOR/MILLWORK- AVERAGE
HEAT/AIR- CENTRAL H/AC
STRUCTURAL FRAME- WOOD FRAME

Areas - 2336 Total SF

BASE AREA - 1088

OPEN PORCH FIN - 160

UPPER STORY FIN - 1088



Images



6/13/02



7/10/07



7/10/07

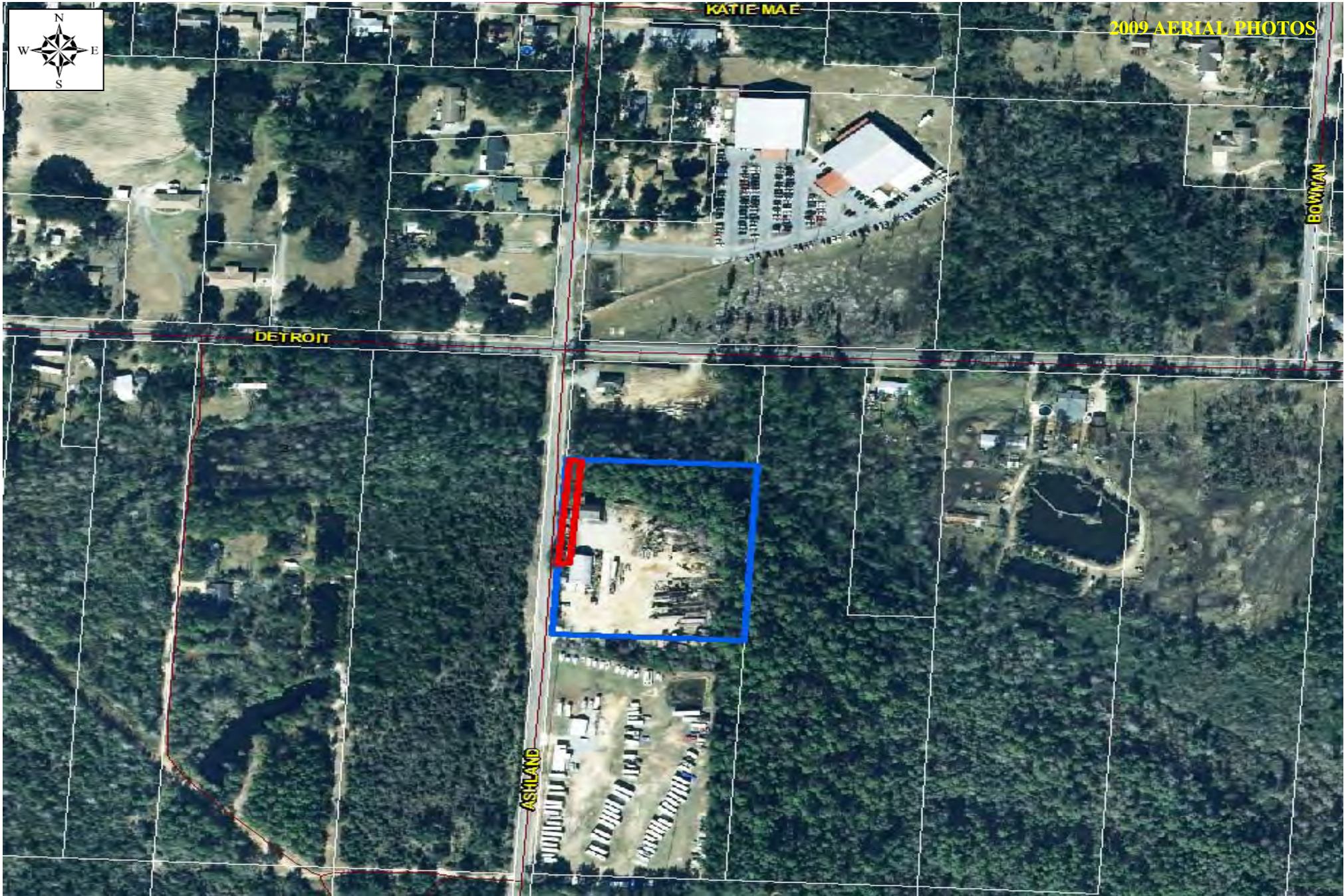


3/26/12

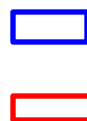
The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 09/25/2012 (tc.2270)

ACQUISITION OF PROPERTY FOR ASHLAND AVE. BRIDGE REPLACEMENT PROJECT



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
SSW 09/25/12 DISTRICT 3



DAVIS MARINE CONSTRUCTION, INC. PROPERTY /
PARCEL 23-1S-30-1201-002-060

PORTION OF DAVIS PROPERTY COUNTY IS REQUESTING



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4253

County Administrator's Report 10.1.

BCC Regular Meeting

Discussion

Meeting Date: 05/02/2013

Issue: Purchase of Bollards/Reimbursement to City of Pensacola

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Purchase Order to the City of Pensacola for the Purchase of Bollards - Amy Lovoy, Director, Management & Budget Services

That the Board approve the issuance of a Purchase Order to the City of Pensacola in the amount not to exceed \$50,000 to reimburse the City for the actual cost associated with the purchase of bollards.

[Funding Source: Fund: Local Option Sales Tax III (352), cost center 110267, project number 13PF2452]

BACKGROUND:

This purchase order will be used to reimburse the City of Pensacola for the actual cost of bollards purchased for use in the downtown area per the Board direction given on April 18, 2013.

BUDGETARY IMPACT:

A total of \$50,000 will be moved from the LOST reserves leaving a balance of \$4,457,921.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4227

County Attorney's Report 10. 1.

BCC Regular Meeting

Action

Meeting Date: 05/02/2013

Issue: Schedule a Public Hearing to Consider Repealing the County Investment Advisory Committee

From: Kristin Hual, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing on May 16, 2013, at 5:33 p.m., for Consideration of Repealing Chapter 46, Article V, Division 2, of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

That the Board authorize scheduling a Public Hearing for May 16, 2013, at 5:33 p.m., to consider repealing Chapter 46, Article V, Division 2 of the Escambia County Code of Ordinances establishing a County Investment Advisory Committee.

BACKGROUND:

The County has retained an investment advisor to perform the duties of the County Investment Advisory Committee, and the County's ordinances establishing the committee require repeal.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, drafted the proposed amendment. It will be advertised in the Saturday edition of the Pensacola News Journal on May 4, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

Draft Ordinance



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4223

County Attorney's Report 10.2.

BCC Regular Meeting

Action

Meeting Date: 05/02/2013

Issue: Amendment to Settlement Agreement Between Escambia County and Heron's Forest

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment to Settlement Agreement Between Escambia County and Heron's Forest

That the Board authorize the Chairman to execute the attached Amendment to the Settlement Agreement between Escambia County and Heron's Forest.

BACKGROUND:

On December 8, 2005, the Board approved the Settlement Agreement between Escambia County and Heron's Forest Development Company. The Developer transferred dwelling unit rights to Devine Farms, LLC (200 dwelling units) and Briar Ridge, LLC (252 dwelling units) for a total of 452 total dwelling units authorized by the Settlement Agreement. As owners of the transferable dwelling units and pursuant to Article 8.2 of the Settlement Agreement, they wish to extend the term of the Agreement an additional 10 years, through and including December 8, 2025.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Alison Rogers, County Attorney, has reviewed and signed off on the amendment to the Settlement Agreement prepared by Robert Emmanuel, Attorney for Heron's Forest Development Company.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Amendment to Settlement Agreement

Settlement Agreement dated Dec. 8, 2005

Correction to Settlement Agreement dated Nov. 1, 2007

Amendment to Settlement Agreement dated May 15, 2008

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AMENDMENT TO SETTLEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013.

WHEREAS, ESCAMBIA COUNTY, a political subdivision of the State of Florida ("County"), and HERON'S FOREST DEVELOPMENT COMPANY, a Florida corporation ("Developer"), entered into that certain Settlement Agreement dated December 8, 2005, which Settlement Agreement is recorded in Official Record Book 6246, at pages 1563 – 1574 of the public records of Escambia County, Florida; and

WHEREAS, pursuant to the rights granted Developer under said Settlement Agreement, Developer transferred all rights relating to 200 dwelling units to Devine Farms, LLC (hereinafter "Devine"); and

WHEREAS, pursuant to the rights granted Developer under said Settlement Agreement, Developer transferred all rights relating to 252 dwelling units to Briar Ridge, LLC ("Briar"); and

WHEREAS, Devine and Briar own all of the development rights transferred to them relating to said dwelling units; and

WHEREAS, said 452 total dwelling units comprise all of the transferable dwelling units authorized by the above-referenced Settlement Agreement, and as a result Devine and Briar are the successors in interest to Developer under said Settlement Agreement; and

WHEREAS, the County, and Devine and Briar as the owners of all of said transferable dwelling units, pursuant to Article 8.2 of said Settlement Agreement, wish to extend the term of same for an additional 10 years, through and including December 8, 2025;

NOW, THEREFORE, the above premises considered, the parties agree as follows:

1. All of the above recitals are true and correct.
2. Pursuant to Article 8.2 of that above-referenced certain Settlement Agreement by and between County and Developer dated December 8, 2005, the term of said Agreement is extended by agreement of the parties for a period of an additional 10 years, through and including December 8, 2025.
3. All other terms and conditions of said Settlement Agreement remain in full force and effect.

4. All of the terms and conditions reflected in the Declaration of Transfer of Development Rights from Developer to Devine, attached hereto as Exhibit "A," and from Developer to Briar, attached hereto as Exhibit "B," also remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

This document is approved as to form and legal sufficiency.

By: 
Alison P. Rogers, County Attorney

Dated: 4/22/13

DEVINE FARMS, LLC

By: _____
Printed name: _____
Its: _____

ATTEST:

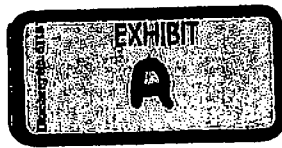
By: _____
Printed name: _____
Its: _____

BRIAR RIDGE, LLC

By: _____
Printed name: _____
Its: _____

ATTEST:

By: _____
Printed name: _____
Its: _____



DECLARATION OF TRANSFER OF DEVELOPMENT RIGHTS

THIS DECLARATION OF TRANSFER OF DEVELOPMENT RIGHTS is made as of the date set forth below by HERON'S FOREST DEVELOPMENT COMPANY, a Florida corporation (hereinafter "Developer"), and DEVINE FARMS, LLC ("Transferee"), whose principal place of business is located at 23 South "A" Street, Pensacola, Florida 32501, for the following purposes and pursuant to the following terms:

RECITALS:

WHEREAS, Developer and Escambia County, Florida ("County") entered into that certain Settlement Agreement dated December 8, 2005, such Agreement being attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, Pursuant to Paragraph 2.2 of said Settlement Agreement, Developer has the authority to transfer certain of its development rights in the form of dwelling units to third parties, to allow such parties to utilize the transferred dwelling units for development pursuant to the terms and conditions contained in the attached Settlement Agreement; and

WHEREAS, Developer has agreed to transfer two hundred (200) dwelling units to Devine Farms, LLC (hereinafter "Transferee"), in order for Transferee to be able to utilize said dwelling units in the manner authorized in the attached Settlement Agreement; and

WHEREAS, Transferee agrees to accept said dwelling units and utilize them within the terms of the authorizations and limitations contained in the attached Settlement Agreement; and County recognizes the authority of Developer to transfer said dwelling units to Transferee, and by its execution of this Agreement acknowledges the transfer of such dwelling units to Transferee to be utilized according to the terms and conditions of the attached Settlement Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties declare and covenant as follows:

1. The above recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.
2. Developer, for itself and its successors and/or assigns, hereby transfers to Transferee two hundred (200) dwelling units with all of the rights attached to said dwelling units under the terms of Developer's Settlement Agreement with the County, attached hereto as Exhibit "A" and incorporated by reference herein.
3. Transferee accepts said dwelling units, and shall be entitled to all rights of use of such dwelling units under the terms and conditions of the Settlement Agreement reference herein. Transferee shall also be entitled to further transfer said dwelling units or a portion of them, to any third party to be utilized under the terms and conditions of the Settlement Agreement incorporated by reference herein.

4. Upon execution by both Developer and Transferee, this document shall become effective upon its filing with the Escambia County Department of Planning and Zoning.

5. Should Transferee at any time in the future wish to transfer any of the dwelling units acquired by Transferee herein, Transferee agrees to execute a Transfer Declaration similar in form and content to this Declaration, to be executed by Transferee, the third party acquiring any development units from Transferee, and filed with the Escambia County Department of Planning and Zoning. Transferee recognizes and acknowledges that no transfer of any development rights shall be effective by Transferee until the execution of such Declaration, and the filing of same with the Department.

6. Transferee agrees that the use of all or a portion of the dwelling units obtained by Transferee through this Agreement shall be referenced upon the plat and application for Development Order in conjunction with which the dwelling units are utilized.

IN WITNESS WHEREOF, the parties have executed this Declaration this 16th day of March, 2006.

WITNESSES:

Jennifer Pigby
Print Name: Jennifer Pigby
Evelyn Powe
Print Name: Evelyn Powe

HERON'S FOREST DEVELOPMENT COMPANY

By: *Richard R. Bazar*

Print Name: Richard R. Bazar
Its Vice President

Kelli Williams
Print Name: Kelli Williams

DEVINE FARMS, LLC

Denise D. Bleach
Print Name: Denise D. Bleach

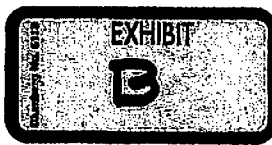
By: *Ray W. [Signature]*
Transferee
its Managing Member

ACKNOWLEDGMENT

RECEIPT OF executed copy of the above Declaration is hereby acknowledged by the Escambia County Department of Planning and Zoning on this 16th day of March, 2006.

ESCAMBIA COUNTY DEPARTMENT
OF PLANNING AND ZONING

By: *Karen [Signature]*
Chief Long Range Planner



DECLARATION OF TRANSFER OF DEVELOPMENT RIGHTS

THIS DECLARATION OF TRANSFER OF DEVELOPMENT RIGHTS is made as of the date set forth below by HERON'S FOREST DEVELOPMENT COMPANY, a Florida corporation (hereinafter "Developer"), and BRIAR RIDGE, LLC ("Transferee"), whose principal place of business is located at 520 E. Zaragoza Street, Pensacola, Florida 32502, for the following purposes and pursuant to the following terms:

RECITALS:

WHEREAS, Developer and Escambia County, Florida ("County") entered into that certain Settlement Agreement dated December 8, 2005, such Agreement being attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, Pursuant to Paragraph 2.2 of said Settlement Agreement, Developer has the authority to transfer certain of its development rights in the form of dwelling units to third parties, to allow such parties to utilize the transferred dwelling units for development pursuant to the terms and conditions contained in the attached Settlement Agreement; and

WHEREAS, Developer has agreed to transfer two hundred fifty-two (252) dwelling units to Transferee, in order for Transferee to be able to utilize said dwelling units in the manner authorized in the attached Settlement Agreement; and

WHEREAS, Transferee agrees to accept said dwelling units and utilize them within the terms of the authorizations and limitations contained in the attached Settlement Agreement; and County recognizes the authority of Developer to transfer said dwelling units to Transferee, and by its execution of this Agreement acknowledges the transfer of such dwelling units to Transferee to be utilized according to the terms and conditions of the attached Settlement Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties declare and covenant as follows:

1. The above recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

2. Developer, for itself and its successors and/or assigns, hereby transfers to Transferee two hundred fifty-two (252) dwelling units with all of the rights attached to said dwelling units under the terms of Developer's Settlement Agreement with the County, attached hereto as Exhibit "A" and incorporated by reference herein. As noted in paragraph 2.2 of Exhibit "A," Developer acquired 452 dwelling units (plus 71 dwelling units, not here pertinent but contemplated therein to be used in connection with a project described as Emerald Lakes land), and Developer heretofore transferred 200 of said 452 dwelling units to another pursuant to Exhibit "B" attached hereto and incorporated herein by reference. Developer represents and warrants to the Transferee that other than the 200 dwelling units transferred pursuant to Exhibit "B," Developer has not heretofore transferred or used any of the remaining 252 dwelling units transferred hereby, and does hereby represent and warrant to Transferee, its successors and assigns, that Developer has good, free and transferable title to the 252 dwelling units transferred hereby, free and clear of any lien, mortgage or any other type of encumbrance.

3. Transferee accepts said dwelling units, and shall be entitled to all rights of use of such dwelling units under the terms and conditions of the Settlement Agreement reference herein. Transferee shall also be entitled to further transfer said dwelling units or a portion of them, to any third party to be utilized under the terms and conditions of the Settlement Agreement incorporated by reference herein.

4. Upon execution by both Developer and Transferee, this document shall become effective upon its filing with the Escambia County Department of Planning and Zoning.

5. Should Transferee at any time in the future wish to transfer any of the dwelling units acquired by Transferee herein, Transferee agrees to execute a Transfer Declaration similar in form and content to this Declaration, to be executed by Transferee, the third party acquiring any development units from Transferee, and filed with the Escambia County Department of Planning and Zoning. Transferee recognizes and acknowledges that no transfer of any development rights shall be effective by Transferee until the execution of such Declaration, and the filing of same with the Department.

6. Transferee agrees that the use of all or a portion of the dwelling units obtained by Transferee through this Agreement shall be referenced upon the plat and application for Development Order in conjunction with which the dwelling units are utilized.

IN WITNESS WHEREOF, the parties have executed this Declaration this 8th day of February, 2008.

WITNESSES:
[Signature]
Print Name: James A. Young Jr.
[Signature]
Print Name: Brian Hoffman

HERON'S FOREST DEVELOPMENT COMPANY
By: [Signature]
Print Name: GARRETT W. WALTER
Its President

[Signature]
Print Name: JAMES A. YOUNG JR.
[Signature]
Print Name: Brian Hoffman

BRIAR RIDGE, LLC
By: [Signature]
Print Name: _____
Transferee
Its _____

ACKNOWLEDGMENT

RECEIPT OF executed copy of the above Declaration is hereby acknowledged by the Escambia County Department of Planning and Zoning on this 9th day of February, 2008.

ESCAMBIA COUNTY DEPARTMENT
OF PLANNING AND ZONING

By: J. Z. Felton

2005-001490 BCC
Dec. 08, 2005 Page 4

SETTLEMENT AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
HERON'S FOREST DEVELOPMENT COMPANY

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into this ^{del} 8th day of ~~June~~ ^{September}, 2005, between ESCAMBIA COUNTY, a political subdivision of the State of Florida ("County"), and HERON'S FOREST DEVELOPMENT COMPANY, a Florida corporation ("Developer"), its successors and assigns.

RECITALS

WHEREAS Developer owns certain property in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto (hereinafter sometimes referred to as the "Emerald Lakes Land"); and

WHEREAS, Developer submitted a claim to the County pursuant to the Florida Land Use and Environmental Dispute Resolution Act (§ 70.51, Florida Statutes) relating to certain rezoning and related regulatory actions of the County affecting the Emerald Lakes Land; and

WHEREAS, pursuant to said Dispute Resolution Act, Louis F. Ray, Jr. was appointed Special Master, who pursuant to said statute convened a Mediation/Special Master proceeding involving the County, Developer, and the Special Master; and

WHEREAS, as a result of such Mediation/Special Master proceeding, Louis F. Ray, Jr. as Special Master issued to the Board of County Commissioners of County his Special Master's Report and Recommendation, dated October 8, 2004, a copy of which is attached as Exhibit "B" and incorporated by reference herein; and

WHEREAS, after receipt of such Report and Recommendation, the Board of County Commissioners of Escambia County, Florida, voted to accept, with certain modifications, said Special Master's Report; and

WHEREAS, pursuant to said decision of the Board of County Commissioners of Escambia County, Florida on November 4, 2004, County and Developer have negotiated the terms of a Settlement Agreement to confirm Developer's rights to develop the Emerald Lakes Land, as well as to further delineate Developer's rights to develop certain other future properties located in Escambia County, Florida;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS OF FACT, the mutual benefits and burdens contained herein and other considerations, the value and adequacy of which are hereby acknowledged by County and Developer, the parties agree as follows:

Not Agenda Backup
Attorney 12/12/05

2005-001490 BCC
Dec. 08, 2005 Page 5

ARTICLE I. PARTIES AUTHORITY TO ENTER INTO AGREEMENT

The County and Developer represent the following:

- 1.1 The above recitals are true and correct and shall be incorporated by reference herein.
- 1.2 Escambia County, a political subdivision of the State of Florida, has authority to enter into this Agreement, and the legal authority to do and perform all matters referenced herein.
- 1.3 Developer warrants that it has the authority to enter into this Agreement, and that Developer is the fee simple owner of the property in Exhibit "A" attached hereto.
- 1.4 It is the intent of County and Developer to be bound by the terms of this Agreement.
- 1.5 The relationship between the County and Developer is contractual only. The Developer is not affiliated with the County in any manner, nor an agent of the County.

**ARTICLE II. PERMITTED USE OF PRESENT
AND FUTURE PROPERTY BY DEVELOPER**

- 2.1 **Emerald Lakes Land:** County and Developer agree that Developer's use and development of the Emerald Lakes Land, shall be limited to "C-1" commercial use, (as currently defined in the County's Land Development Code), single family detached residential use, or some combination thereof. If developed residentially, the overall density of the Emerald Lakes Land may equal, but shall not exceed seventy-one (71) dwelling units. So long as such density is not exceeded, there shall be no minimum lot size requirement, with density to be fairly evenly distributed over the entire site. In order to facilitate the development of the property with this permitted density, and perhaps shift more of these dwelling units further from the more sensitive airport environs, the County authorizes Developer, without any further permits required from the County, to move the man made lake on the property, so long as Developer complies with any requirements of the Florida Department of Environmental Protection. In addition, Developer shall have three years to apply for a Development Order for said property pursuant to these development limitations.
- 2.2 **Transfer of Development Rights:** The County and the Developer agree that in addition Developer, pursuant to Section 70.51(19)(b)(3) of the Florida Land Use and Environmental Dispute Resolution Act, may transfer 452 dwelling units plus any of the 71 dwelling units not used on the Emerald Lakes Land, to other land owned or to be acquired by Developer in certain designated areas of the County, so long as the total developed density (the total of the dwelling unit density

inherently allowable on such Receiving Land Parcel, plus any dwelling units transferred thereto by Developer pursuant hereto) on the "Receiving Land Parcel" does not exceed three dwelling units per acre (based upon gross acreage of the Receiving Land Parcel to be platted). Such density may be transferred to one or more Receiving Land Parcels, which may be anywhere in Escambia County South of the line shown on the partial map of Escambia County attached hereto as Exhibit "B" and incorporated by referenced herein, other than within any incorporated municipality, any airport environs (as currently defined in the County's Land Development Code) or on a barrier island. **Developer shall be limited to designating, at any time or times during the duration of this Agreement, no more than six Receiving Land Parcels, plus that certain Receiving Land Parcel described on Exhibit "C" attached hereto and incorporated herein by reference as if set forth in full herein.**

- 2.3 Development Processes: The development of the Emerald Lakes Land and the Receiving Land Parcels shall be subject to normal subdivision approval processes contained in the County's Land Development Code, but shall not be subject to the PUD ("Planned Unit Development") approval processes (i.e. no Planning Department, Planning Board or Board of County Commissioner approval shall be required in the event Developer submits a PUD application) unless the PUD variances requested exceed the density or performance standards described herein. The residential development permitted in the Emerald Lakes Land and the Receiving Land Parcels shall be subject to R-6 Residential Performance Standards, or if lesser, the following Residential Performance Standards.

Lot coverage – 20% pervious
Lot width at front of building line – 40 ft.
Lot width at right-of-way – 30 ft.
Front yard setback – 15 ft.
Rear yard setback – 10 ft.
Side (and side street) setback – 5 ft. (or 10%, if less)
Height – 35 ft. (or 2 ½ stories, if greater)
Entry sign area – 45 ft., no minimum lot size

The development processes herein described for the Emerald Lakes Land and the Receiving Land Parcels shall be a matter of right to Developer, regardless of any of such lands' present or future zoning, or Future Land Use designation, regardless of the County's Comprehensive Plan and without approval of the United States Navy, the County's Planning Department, the County's Planning Board, the County's Board of County Commissioners or others (other than the normal subdivision approval processes). No public hearing shall be required for any development or use authorized by this Agreement.

ARTICLE III. MONETARY CONSIDERATION

As additional consideration between the parties to this Agreement, County agrees to pay to Developer the sum of One Hundred Thirty-Five Thousand Six Hundred Dollars (\$135,600.00), which money shall be paid by the County to Developer within thirty (30) days of the execution of this Settlement Agreement by the County and Developer.

ARTICLE IV. TRANSFER AND ASSIGNMENT

The rights and interest provided herein to Developer are freely assignable in whole or in part by Developer to any third party, and upon such total or partial assignment of any rights under this Agreement, said assignee of Developer shall have all rights and obligations of Developer under this Agreement. County agrees to execute any documents necessary to confirm the consent and approval of County to such an assignment.

ARTICLE V. DURATION OF AGREEMENT

- 5.1 The term of this Agreement shall begin on the date last executed by the parties, and shall terminate ten (10) years thereafter (or later, if Developer is operating under a Master Plan or Preliminary Plat Approval prior to expiration of the ten year term), or when all development contemplated by Developer or its assigns under this Agreement has been completed, whichever occurs first.
- 5.2 After termination, no party shall have any further right or obligation hereunder except with respect to any obligation which should have been performed prior to termination, or with respect to any default in the performance of the provisions of this Agreement occurring prior to termination.

ARTICLE VI. DEFAULT

- 6.1 Upon default hereunder, the non-defaulting party shall have such rights and remedies as are available by law or equity, including the right to enforce the terms of this Agreement through specific performance. Should any dispute arise by the parties concerning performance or failure of performance under this Agreement, each party shall bear its own attorneys' fees and costs in pursuing resolution of same.

ARTICLE VII. ESTOPPEL CERTIFICATE

- 7.1 At any time during the duration of this Agreement, either party may, at any time, and from time to time, deliver written notice to the other party requesting certification in writing that, to the knowledge of the certifying party (i) this Agreement is in full force and effect and a binding obligation of the party; (ii) this Agreement has not been modified or amended either orally or in writing, or if amended, identifying the amendment; and (iii) the requesting party is not in

default, or if in default, to describe therein the nature and amounts of any such defaults. The certifying party shall provide to the requesting party the written certification within ten (10) days following receipt of the written notice requesting same.

ARTICLE VIII. COURT APPROVAL,
AMENDMENTS AND CANCELLATION,
MODIFICATION OR REVOCATION

- 8.1 Upon execution of this Agreement, the parties agree that it shall be submitted to the Circuit Court In and For Escambia County, Florida, in that certain case styled Heron's Forest Development Company, Petitioner, vs. Escambia County, Florida, Through Its Board of County Commissioners, Respondent, Case Number 2004-CA-000046 - Division "F", along with a stipulation executed by counsel for the parties requesting the Court to enter a Stipulated Final Judgment confirming the legal validity and enforceability of this Agreement. The Court shall retain jurisdiction to enforce this Agreement.
- 8.2 This Agreement may be amended in accordance with Florida law, or canceled by mutual consent of County and Developer.
- 8.3 If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties compliance with the terms of the Agreement, the County and Developer agree to modify this Agreement as is necessary to comply with relevant state or federal laws. Any modification shall be the minimum necessary to comply with the state or federal law. Such modifications shall to the extent possible be tailored to preserve the intent of the Agreement.

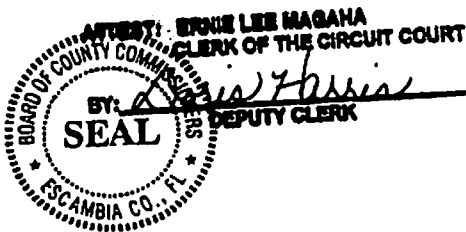
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

ESCAMBIA COUNTY

By: [Signature]
Chairman, Board of County Commissioners

BCC APPROVED December 8, 2005

DATE EXECUTED December 8, 2005



HERON'S FOREST DEVELOPMENT COMPANY

By: [Signature]
Name
Printed: Richard R. Baker
Title: Vice President

ATTEST:

By: Doris Harris
Name Printed: DORIS HARRIS
Title: Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: County Attorney
Date: 12/09/05

Description of Property Surveyed
(Prepared at Client's Request)
HMM Project NO. C02085AA01
February 13, 2003

A parcel of land lying in Section 19, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Begin at the most Southeast corner of Emerald Shores Subdivision as recorded in Plat Book 15 at Page 87 of the public records of said County; thence (the following 4 calls are along the South line of said Emerald Shores Subdivision) North 48°45'30" West for 208.01 feet (Plat Bearing and Distance North 49°35'19" West ~ 208.00 feet); thence North 43°14'33" East for 86.01 feet (Plat Bearing and Distance North 40°24'41" West ~ 86.00 feet); thence North 48°45'12" West for 221.01 feet (Plat Bearing and Distance North 49°35'19" West ~ 221.00 feet); thence North 82°49'46" West for 122.99 feet (Plat Bearing and Distance North 65°39'45" West ~ 123.00 feet); thence continue (the following 2 calls are along the South line of Emerald Shores 3rd Addition Subdivision as recorded in Plat Book 17 at page 4 of said County) North 82°49'46" West for 40.44 feet (Plat Bearing and Distance North 65°39'45" West ~ 40.17 feet); thence North 86°35'30" West for 587.01 feet (Plat Bearing and Distance North 89°26'16" West ~ 587.00 feet) to the Southwest corner of said Emerald Shores 3rd Addition Subdivision; thence South 02°56'41" West for 503.49 feet to the Southerly right-of-way line of a County Road (60' R/W) as recorded in Official Records Book 926 at page 196 of the public records of said County; thence South 88°28'57" West along said right-of-way line for 354.12 feet; thence departing said right-of-way line South 02°57'59" West for 665.94 feet to the South line of said Section 19; thence South 86°35'28" East along said South line for 562.11 feet to the West right-of-way line of Gulf Beach Highway ~ County Road No. 292-A (66' R/W); thence North 43°14'39" East along said West right-of-way line for 1187.58 feet to the Point of Beginning. Containing 26.37 acres, more or less.

Subject to a 40' Drainage Easement recorded in Official Records Book 4201 at page 630 of the public records of Escambia County, Florida.

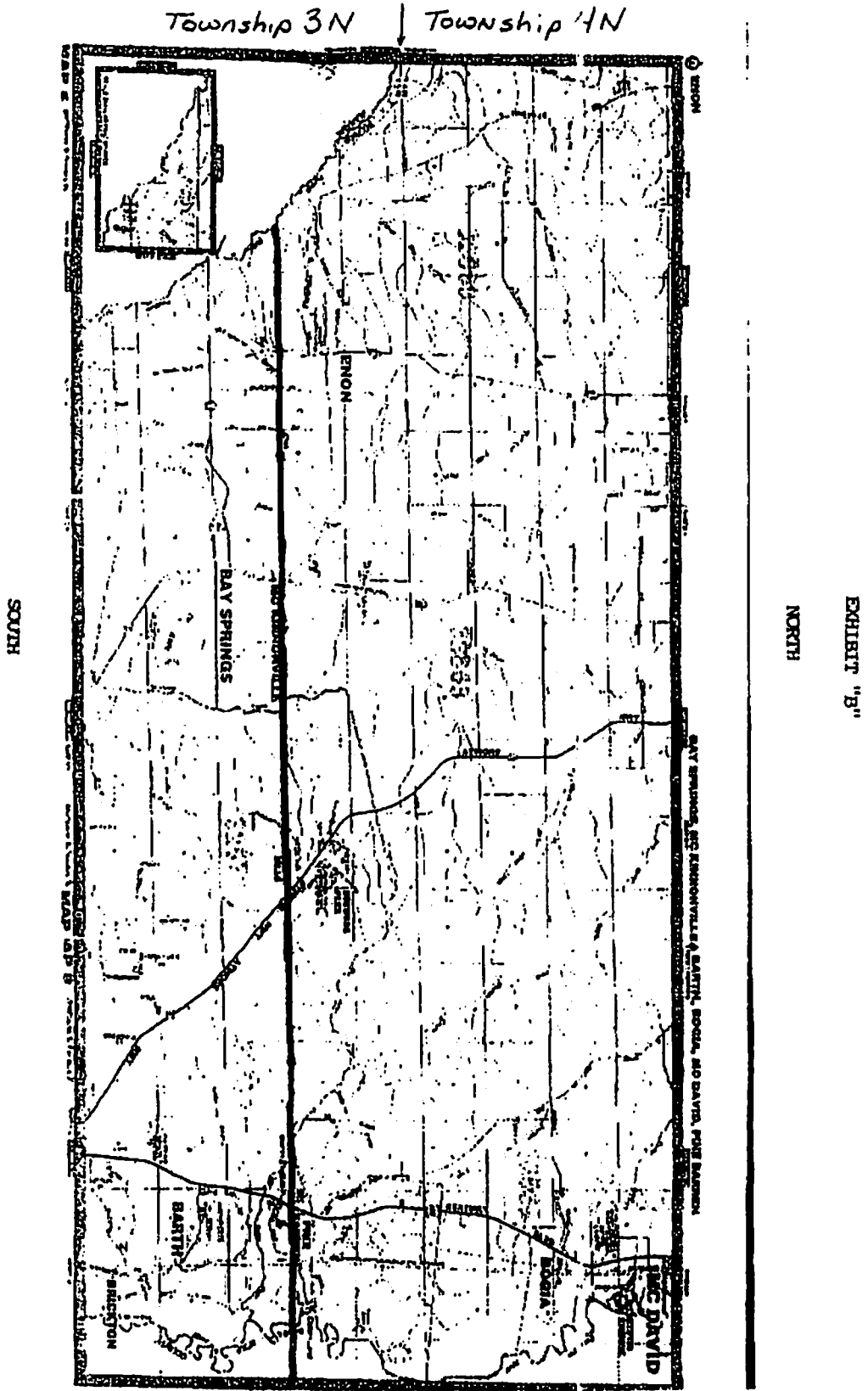
2005-001490 BCC
Dec. 08, 2005 Page 11

The northernmost boundary line of the following sections all lying and being in Township 3 North, Escambia County, Florida;

Sections 13, 14, 15, 16, 17 and 18, Range 31 West
Sections 13, 14, 15, 16, 17 and 18, Range 32 West
Sections 13, 14, 15 and 16, Range 33 West

EXHIBIT "B"

2005-001490 BCC
Dec. 08, 2005 Page 12



2007-001481 BCC
Nov. 01, 2007 Page 17

CORRECTION TO
SETTLEMENT AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND
HERON'S FOREST DEVELOPMENT COMPANY,
RECORDED IN O.R. BOOK 5796, PAGES 533 et.seq.
DATED DECEMBER 8, 2005

WHEREAS, ESCAMBIA COUNTY, FLORIDA and HERON'S FOREST DEVELOPMENT COMPANY entered into that certain Settlement Agreement, dated December 8, 2005, which Settlement Agreement was recorded in O. R. Book 5796, at Page 533-541, in the public records of Escambia County, Florida; and

WHEREAS, inadvertently Exhibit "C" to said Settlement Agreement was not attached thereto when said Settlement Agreement was recorded; and

WHEREAS, it is therefore appropriate to record a correction to the Settlement Agreement in order to place in the public records the complete Settlement Agreement, including the inadvertently omitted Exhibit "C";

NOW, THEREFORE, the undersigned, as counsel for ESCAMBIA COUNTY, FLORIDA and HERON'S FOREST DEVELOPMENT COMPANY, hereby record this Correction To said Settlement Agreement attaching hereto a copy of the Settlement Agreement as originally recorded, and in addition attaching thereto the referenced Exhibit "C" that inadvertently was not originally recorded with same.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Kevin W. White
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Christi Harris
Deputy Clerk

(SEAL)
BCC Approved: 11-01-07
Date Executed

11-1-2007

This document approved as to form and legal sufficiency

By: [Signature]
Title Deputy County Attorney
Date 10/24/07

[Signature]
Robert A. Emmanuel, of
EMMANUEL, SHEPPARD & CONDON
30 South Spring Street
Post Office Drawer 1271
Pensacola, Florida 32591-1271
Attorneys for Heron's Forest
Development Company

Verified By: Ernie Lee Magaha

Date: 11/2/2007

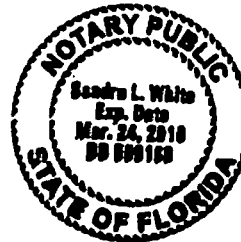
THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

2007-001481 BCC
Nov. 01, 2007 Page 18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of ~~October~~ ^{November}, 2007, by Robert A. Emmanuel. He personally appeared before me and is personally known or who has produced _____ as identification.

Sandra L. White
(print or type name)
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____
(SEAL)



Prepared by and Return to:
EMMANUEL, SHEPPARD & CONDON
ATTN: Robert A. Emmanuel
30 South Spring Street
Post Office Drawer 1271
Pensacola, Florida 32591-1271

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

2007-001481 BCC
Nov. 01, 2007 Page 19

Recorded in Public Records 12/12/2005 at 04:20 PM OR Book 5796 Page 533,
Instrument #2005454585, Ernie Lee Magaha, Clerk of the Circuit Court Escambia
County, FL Recording \$78.00

SETTLEMENT AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
HERON'S FOREST DEVELOPMENT COMPANY

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into this ^{del} 8th day of ~~JUNE~~ 2005, between ESCAMBIA COUNTY, a political subdivision of the State of Florida ("County"), and HERON'S FOREST DEVELOPMENT COMPANY, a Florida corporation ("Developer"), its successors and assigns.

RECITALS

WHEREAS Developer owns certain property in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto (hereinafter sometimes referred to as the "Emerald Lakes Land"); and

WHEREAS, Developer submitted a claim to the County pursuant to the Florida Land Use and Environmental Dispute Resolution Act (§ 70.51, Florida Statutes) relating to certain rezoning and related regulatory actions of the County affecting the Emerald Lakes Land; and

WHEREAS, pursuant to said Dispute Resolution Act, Louis F. Ray, Jr. was appointed Special Master, who pursuant to said statute convened a Mediation/Special Master proceeding involving the County, Developer, and the Special Master; and

WHEREAS, as a result of such Mediation/Special Master proceeding, Louis F. Ray, Jr. as Special Master issued to the Board of County Commissioners of County his Special Master's Report and Recommendation, dated October 8, 2004, a copy of which is attached as Exhibit "B" and incorporated by reference herein; and

WHEREAS, after receipt of such Report and Recommendation, the Board of County Commissioners of Escambia County, Florida, voted to accept, with certain modifications, said Special Master's Report; and

WHEREAS, pursuant to said decision of the Board of County Commissioners of Escambia County, Florida on November 4, 2004, County and Developer have negotiated the terms of a Settlement Agreement to confirm Developer's rights to develop the Emerald Lakes Land, as well as to further delineate Developer's rights to develop certain other future properties located in Escambia County, Florida;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS OF FACT, the mutual benefits and burdens contained herein and other considerations, the value and adequacy of which are hereby acknowledged by County and Developer, the parties agree as follows:

Not Agenda Backup
D. H. ...

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ARTICLE I. PARTIES AUTHORITY TO ENTER INTO AGREEMENT

The County and Developer represent the following:

- 1.1 The above recitals are true and correct and shall be incorporated by reference herein.
- 1.2 Escambia County, a political subdivision of the State of Florida, has authority to enter into this Agreement, and the legal authority to do and perform all matters referenced herein.
- 1.3 Developer warrants that it has the authority to enter into this Agreement, and that Developer is the fee simple owner of the property in Exhibit "A" attached hereto.
- 1.4 It is the intent of County and Developer to be bound by the terms of this Agreement.
- 1.5 The relationship between the County and Developer is contractual only. The Developer is not affiliated with the County in any manner, nor an agent of the County.

ARTICLE II. PERMITTED USE OF PRESENT AND FUTURE PROPERTY BY DEVELOPER

- 2.1 Emerald Lakes Land: County and Developer agree that Developer's use and development of the Emerald Lakes Land, shall be limited to "C-1" commercial use, (as currently defined in the County's Land Development Code), single family detached residential use, or some combination thereof. If developed residentially, the overall density of the Emerald Lakes Land may equal, but shall not exceed seventy-one (71) dwelling units. So long as such density is not exceeded, there shall be no minimum lot size requirement, with density to be fairly evenly distributed over the entire site. In order to facilitate the development of the property with this permitted density, and perhaps shift more of these dwelling units further from the more sensitive airport environs, the County authorizes Developer, without any further permits required from the County, to move the man made lake on the property, so long as Developer complies with any requirements of the Florida Department of Environmental Protection. In addition, Developer shall have three years to apply for a Development Order for said property pursuant to these development limitations.
- 2.2 Transfer of Development Rights: The County and the Developer agree that in addition Developer, pursuant to Section 70.51(19)(b)(3) of the Florida Land Use and Environmental Dispute Resolution Act, may transfer 452 dwelling units plus any of the 71 dwelling units not used on the Emerald Lakes Land, to other land owned or to be acquired by Developer in certain designated areas of the County, so long as the total developed density (the total of the dwelling unit density

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Inherently allowable on such Receiving Land Parcel, plus any dwelling units transferred thereto by Developer pursuant hereto) on the "Receiving Land Parcel" does not exceed three dwelling units per acre (based upon gross acreage of the Receiving Land Parcel to be platted). Such density may be transferred to one or more Receiving Land Parcels, which may be anywhere in Escambia County South of the line shown on the partial map of Escambia County attached hereto as Exhibit "B" and incorporated by reference herein, other than within any incorporated municipality, any airport environs (as currently defined in the County's Land Development Code) or on a barrier island. Developer shall be limited to designating, at any time or times during the duration of this Agreement, no more than six Receiving Land Parcels, plus that certain Receiving Land Parcel described on Exhibit "C" attached hereto and incorporated herein by reference as if set forth in full herein.

2.3 Development Processes: The development of the Emerald Lakes Land and the Receiving Land Parcels shall be subject to normal subdivision approval processes contained in the County's Land Development Code, but shall not be subject to the PUD ("Planned Unit Development") approval processes (i.e. no Planning Department, Planning Board or Board of County Commissioners approval shall be required in the event Developer submits a PUD application) unless the PUD variances requested exceed the density or performance standards described herein. The residential development permitted in the Emerald Lakes Land and the Receiving Land Parcels shall be subject to R-8 Residential Performance Standards, or if lesser, the following Residential Performance Standards.

- Lot coverage - 20% pervious
- Lot width at front of building line - 40 ft.
- Lot width at right-of-way - 30 ft.
- Front yard setback - 15 ft.
- Rear yard setback - 10 ft.
- Side (and side street) setback - 5 ft. (or 10%, if less)
- Height - 35 ft. (or 2 1/2 stories, if greater)
- Entry sign area - 45 ft., no minimum lot size

The development processes herein described for the Emerald Lakes Land and the Receiving Land Parcels shall be a matter of right to Developer, regardless of any of such lands' present or future zoning, or Future Land Use designation, regardless of the County's Comprehensive Plan and without approval of the United States Navy, the County's Planning Department, the County's Planning Board, the County's Board of County Commissioners or others (other than the normal subdivision approval processes). No public hearing shall be required for any development or use authorized by this Agreement.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

ARTICLE III. MONETARY CONSIDERATION

As additional consideration between the parties to this Agreement, County agrees to pay to Developer the sum of One Hundred Thirty-Five Thousand Six Hundred Dollars (\$135,600.00), which money shall be paid by the County to Developer within thirty (30) days of the execution of this Settlement Agreement by the County and Developer.

ARTICLE IV. TRANSFER AND ASSIGNMENT

The rights and interest provided herein to Developer are freely assignable in whole or in part by Developer to any third party, and upon such total or partial assignment of any rights under this Agreement, said assignee of Developer shall have all rights and obligations of Developer under this Agreement. County agrees to execute any documents necessary to confirm the consent and approval of County to such an assignment.

ARTICLE V. DURATION OF AGREEMENT

- 5.1 The term of this Agreement shall begin on the date last executed by the parties, and shall terminate ten (10) years thereafter (or later, if Developer is operating under a Master Plan or Preliminary Plat Approval prior to expiration of the ten year term), or when all development contemplated by Developer or its assigns under this Agreement has been completed, whichever occurs first.
- 5.2 After termination, no party shall have any further right or obligation hereunder except with respect to any obligation which should have been performed prior to termination, or with respect to any default in the performance of the provisions of this Agreement occurring prior to termination.

ARTICLE VI. DEFAULT

- 6.1 Upon default hereunder, the non-defaulting party shall have such rights and remedies as are available by law or equity, including the right to enforce the terms of this Agreement through specific performance. Should any dispute arise by the parties concerning performance or failure of performance under this Agreement, each party shall bear its own attorneys' fees and costs in pursuing resolution of same.

ARTICLE VII. ESTOPPEL CERTIFICATE

- 7.1 At any time during the duration of this Agreement, either party may, at any time, and from time to time, deliver written notice to the other party requesting certification in writing that, to the knowledge of the certifying party (I) this Agreement is in full force and effect and a binding obligation of the party; (II) this Agreement has not been modified or amended either orally or in writing, or if amended, identifying the amendment; and (III) the requesting party is not in

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS

default, or if in default, to describe therein the nature and amounts of any such defaults. The certifying party shall provide to the requesting party the written certification within ten (10) days following receipt of the written notice requesting same.

**ARTICLE VIII. COURT APPROVAL,
AMENDMENTS AND CANCELLATION,
MODIFICATION OR REVOCATION**

- 8.1 Upon execution of this Agreement, the parties agree that it shall be submitted to the Circuit Court In and For Escambia County, Florida, in that certain case styled Heron's Forest Development Company, Petitioner, vs. Escambia County, Florida, Through Its Board of County Commissioners, Respondent, Case Number 2004-CA-000048 - Division "F", along with a stipulation executed by counsel for the parties requesting the Court to enter a Stipulated Final Judgment confirming the legal validity and enforceability of this Agreement. The Court shall retain jurisdiction to enforce this Agreement.
- 8.2 This Agreement may be amended in accordance with Florida law, or canceled by mutual consent of County and Developer.
- 8.3 If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties compliance with the terms of the Agreement, the County and Developer agree to modify this Agreement as is necessary to comply with relevant state or federal laws. Any modification shall be the minimum necessary to comply with the state or federal law. Such modifications shall to the extent possible be tailored to preserve the intent of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

ESCAMBIA COUNTY

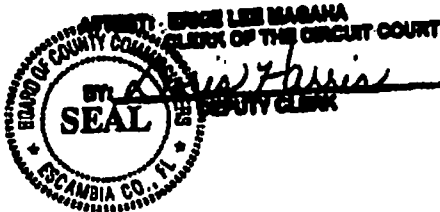
By: [Signature]
Chairman, Board of County Commissioners

BCC APPROVED December 8, 2005

DATE EXECUTED December 8, 2005

HERON'S FOREST DEVELOPMENT COMPANY

By: [Signature]
Name
Printed: Richard R. Baker
Title: Vice President



2007-001481 BCC
BK: 5796 PG: 538 Nov. 01, 2007 Page 24

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ATTEST:
By: *Doris Harris*
Name Printed: DORIS HARRIS
Title: Deputy Clerk

This document approved as to form and legal sufficiency.

By: *Just Under*
Title: *County Attorney*
Date: 12/09/05

2007-001481 BCC
Nov. 01, 2007 Page 25

BK: 5796 PG: 539

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DOCUMENT IS REFLECTED IN THE
IMAGE AND IS NOT THE FAULT OF
THE MICROFILMING PROCESS

Description of Property Surveyed
(Prepared at Client's Request)
HMM Project NO. CO2085AA01
February 13, 2003

A parcel of land lying in Section 19, Township 3 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Begin at the most Southeast corner of Emerald Shores Subdivision as recorded in Plat Book 15 at Page 87 of the public records of said County; thence (the following 4 calls are along the South line of said Emerald Shores Subdivision) North $46^{\circ}45'30''$ West for 208.01 feet (Plat Bearing and Distance North $49^{\circ}35'19''$ West \sim 208.00 feet); thence North $43^{\circ}14'33''$ East for 88.01 feet (Plat Bearing and Distance North $40^{\circ}24'41''$ West \sim 88.00 feet); thence North $46^{\circ}45'12''$ West for 221.01 feet (Plat Bearing and Distance North $49^{\circ}35'19''$ West \sim 221.00 feet); thence North $82^{\circ}49'46''$ West for 122.99 feet (Plat Bearing and Distance North $65^{\circ}39'45''$ West \sim 123.00 feet); thence continue (the following 2 calls are along the South line of Emerald Shores 3rd Addition Subdivision as recorded in Plat Book 17 at page 4 of said County) North $82^{\circ}49'46''$ West for 40.44 feet (Plat Bearing and Distance North $65^{\circ}39'45''$ West \sim 40.17 feet); thence North $86^{\circ}35'30''$ West for 587.01 feet (Plat Bearing and Distance North $89^{\circ}26'15''$ West \sim 587.00 feet) to the Southwest corner of said Emerald Shores 3rd Addition Subdivision; thence South $02^{\circ}56'41''$ West for 503.49 feet to the Southerly right-of-way line of a County Road (60' R/W) as recorded in Official Records Book 928 at page 188 of the public records of said County; thence South $88^{\circ}28'57''$ West along said right-of-way line for 354.12 feet; thence departing said right-of-way line South $02^{\circ}57'59''$ West for 555.94 feet to the South line of said Section 19; thence South $86^{\circ}35'28''$ East along said South line for 582.11 feet to the West right-of-way line of Gulf Beach Highway \sim County Road No. 292-A (66' R/W); thence North $43^{\circ}14'39''$ East along said West right-of-way line for 118'.58 feet to the Point of Beginning. Containing 28.37 acres, more or less.

Subject to a 40' Drainage Easement recorded in Official Records Book 4201 at page 630 of the public records of Escambia County, Florida.

2007-001481 BCC
Nov. 01, 2007 Page 26

BK: 5796 PG: 540

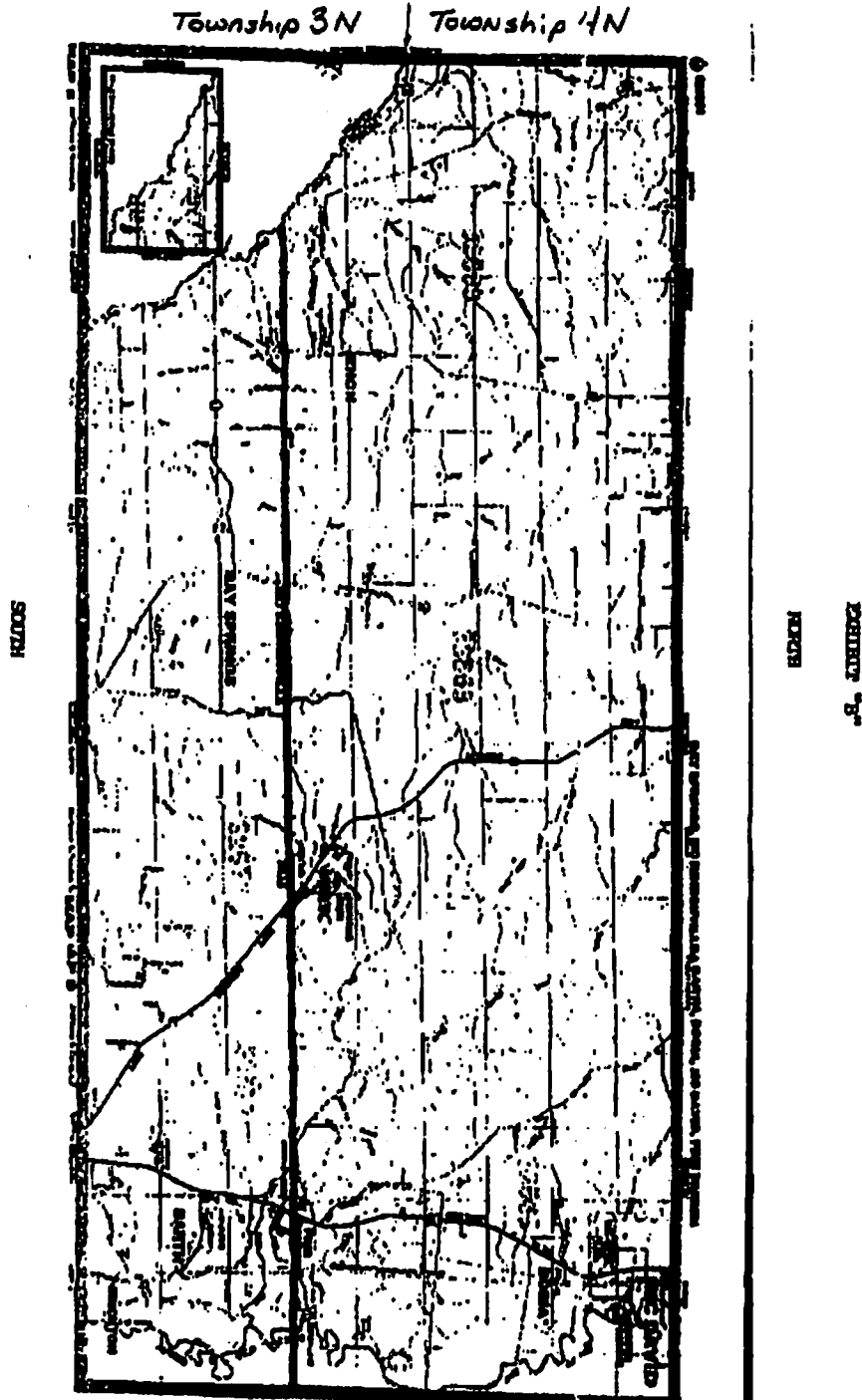
THE CONDITION OF THE ORIGINAL
DOCUMENT IS REFLECTED IN THE
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THE MICROFILMING PROCESS

The northernmost boundary line of the following sections all lying and being in Township 3 North, Escambia County, Florida;

Sections 13, 14, 15, 16, 17 and 18, Range 31 West
Sections 13, 14, 15, 16, 17 and 18, Range 32 West
Sections 13, 14, 15 and 16, Range 33 West

EXHIBIT "B"

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2007-001481 BCC
Nov. 01, 2007 Page 28

**EXHIBIT 'C' TO SETTLEMENT AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND
HERON'S FOREST DEVELOPMENT COMPANY,
DATED DECEMBER 8, 2008**

All of that portion of the following described property lying Southerly of Interstate 10 right-of-way: the N 1/4 of the NW 1/4, the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 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 O.R. Book 492, Page 764, Public Records of Escambia County, Florida.

2008-000654 BCC
May. 15, 2008 Page 17

AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN ESCAMBIA COUNTY, FLORIDA AND HERON'S FOREST
DEVELOPMENT COMPANY, DATED DECEMBER 8, 2005

WHEREAS, ESCAMBIA COUNTY, FLORIDA and HERON'S FOREST DEVELOPMENT
COMPANY entered into that certain Settlement Agreement, dated December 8, 2005, which
Settlement Agreement was recorded in O. R. Book 5796, at Pages 533-541, in the public
records of Escambia County, Florida, and was re-recorded in O. R. Book 6246, at Pages 1563-
1574, in the public records of Escambia County, Florida; and

WHEREAS, ESCAMBIA COUNTY, FLORIDA and HERON'S FOREST DEVELOPMENT
COMPANY wish to amend said Settlement Agreement as reflected herein;

NOW, THEREFORE, said Settlement Agreement is amended as follows:

The last sentence of Section 2.1 of said Settlement Agreement is revised to read as
follows:

In addition, Developer shall have eight (8) years to apply for a
Development Order for said property pursuant to these
development limitations.

Except as revised herein, all of the other terms and provisions of said Settlement
Agreement remain in full force and effect between the parties.

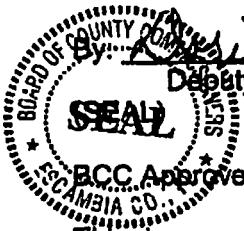
IN WITNESS WHEREOF, the parties have executed this Amendment to Settlement
Agreement.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
D. M. "Mike" Whitehead, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



BCC Approved: 5-15-2008

This document approved as to form and
legal sufficiency.

By: [Signature]
Allison Rogers, County Attorney

Date: 5/7/08

Date Executed

5-21-2008

Verified By: [Signature]
Date: 5/21/2008

2008-000654 BCC
May. 15, 2008 Page 18

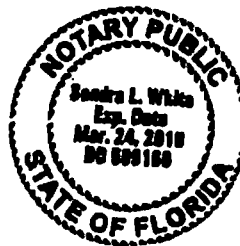
HERON'S FOREST DEVELOPMENT
COMPANY

By: Garrett W. Walter
Print Name: GARRETT W. WALTER
Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2008, by Garrett W. Walter, as President of Heron's Forest Development Company, on behalf of said company. He personally appeared before me and is personally known or who has produced _____ as identification.

Sandra L. White
(print or type name) Sandra L. White
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____
(SEAL)



Prepared by and Return to:
EMMANUEL, SHEPPARD & CONDON
ATTN: Robert A. Emmanuel
30 South Spring Street
Post Office Drawer 1271
Pensacola, Florida 32591-1271



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4225

County Attorney's Report 10.3.

BCC Regular Meeting

Action

Meeting Date: 05/02/2013

Issue: Settlement of Workers' Compensation Claim Involving William V. Brandenburg

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving William V. Brandenburg

That the Board approve an additional \$35,292.80 for a previously-approved washout workers' compensation settlement for William Brandenburg based on additional Medicare set-aside requirements, increasing the total approved settlement amount to \$250,292.80, inclusive of attorney's fees and costs.

BACKGROUND:

On January 17, 2013, the Board of County Commissioners approved a washout workers' compensation settlement for William Brandenburg in the amount of \$215,000.00, inclusive of attorney's fees and costs. A copy of the recommendation and background is attached. Subsequent to Board approval of the original settlement amount, the Center for Medicare and Medicaid Services informed the parties that it would require a greater amount to provide for reimbursement of certain Medicare expenditures as required by federal law. Accordingly, the County's third-party adjuster and its attorney are requesting that the Board increase the total settlement amount by \$35,292.80 to meet its Medicare set-aside requirements. The new settlement amount still represents substantial savings from the projected future costs of benefits and medical treatment.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Jan. 17, 2013 Resume and Recommendation

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-3. Approval of Various For Action Items ►

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, approving For Action Items 1 through 3, as follows:

1. Approving a washout Workers' Compensation settlement, in the amount of \$105,000, for former Equipment Operator Claudette Patton, inclusive of attorney's fees and costs; in exchange for the settlement, Ms. Patton shall execute a general release of liability on behalf of Escambia County.
2. Approving a washout Workers' Compensation settlement to former Corrections Officer Lloyd Bryan, in the amount of \$215,000, inclusive of attorney's fees and costs; in exchange for the settlement amount, Mr. Bryan will execute a general release of liability on behalf of Escambia County.
3. Approving a washout Workers' Compensation settlement for former employee William Brandenburg, in the amount of \$215,000, inclusive of attorney's fees and costs; in exchange for this settlement, Mr. Brandenburg shall execute a general release of liability on behalf of Escambia County.



ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON IV

1. Scheduling of a Public Hearing ►

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, authorizing the scheduling of a Public Hearing on February 7, 2013, at 5:31 p.m., for consideration of *(adopting an Ordinance)* amending *(the Escambia) County (Code of) Ordinances (Article I, Section 10-11, relating to Animal Control, creating Section 10-25, to establish two public parks)* allowing dogs on certain portions of Pensacola Beach.

Speaker(s):

E. G. "Ed" Southworth



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3763

County Attorney's Report 14. 3.

BCC Regular Meeting

Action

Meeting Date: 01/17/2013

Issue: Settlement of Workers' Compensation Claim Involving William V. Brandenburg

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving William V. Brandenburg

That the Board of County Commissioners approve a washout Workers' Compensation settlement for former employee William Brandenburg, in the amount of \$215,000.00, inclusive of attorney's fees and costs. In exchange for this settlement, Mr. Brandenburg shall execute a general release of liability on behalf of Escambia County.

BACKGROUND:

William Brandenburg is a 55 year-old former Escambia County employee. During the course of his employment, he suffered multiple injuries as a result of accidents in 1992 and 2006. He continues to receive medical treatment for these injuries. (A detailed description of these injuries is available through Assistant County Attorney Ryan Ross.) Mr. Brandenburg also suffers from additional conditions that are not work-related but could be compensable under Florida law if the Judge of Compensation Claims determines that they hinder his recovery from his work-related injuries. Because of the significant future exposure for this claim, an attorney for the County's third-party adjuster has negotiated a washout settlement in the amount of \$215,000.00, inclusive of attorney's fees and costs. The County's adjuster states that this settlement amount represents substantial savings from the anticipated future cost of this claim (approximately \$400,000.00) and recommends acceptance of the settlement. In exchange for this settlement, Mr. Brandenburg shall execute a general release of liability on behalf of Escambia County.

BUDGETARY IMPACT:

Reserves are coordinated through Risk Management and the County's third-party carrier, Preferred Governmental Claims Solutions. Monies are paid out of Fund 501, Account 239898.

LEGAL CONSIDERATIONS/SIGN-OFF:

This agreement was reviewed by Ryan E. Ross, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4192

County Attorney's Report 10. 1.

BCC Regular Meeting

Information

Meeting Date: 05/02/2013

Issue: Coastal Airport, LLC v. Escambia County, FL; Case No. 2013 CA 000711

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Coastal Airport, LLC v. Escambia County, FL*, Case No. 2013 CA 000711.

That the Board accept the following informational report concerning *Coastal Airport, LLC v. Escambia County, FL*, Case No. 2013 CA 000711.

BACKGROUND:

Coastal Airport, LLC had become embroiled in a dispute with the FDOT concerning its airport license and the height of trees abutting its runway, impeding flight paths. On March 12, 2013, Coastal Airport, LLC filed a lawsuit against Escambia County, Florida contending that it was entitled to a writ of mandamus to compel the County to enforce § 333.03, Fla. Stat. (2012) which provides that local governments shall adopt, administer, and enforce ordinances and zoning regulations in airport hazard areas. Through Article 11, Land Development Code, the County had enacted an ordinance defining an airport hazard as any tree which obstructs the airspace required for aircraft taking off or landing. Coastal Airport asserted that this ordinance required the County to cite landowners abutting its runway to remove trees and, if the landowners refused, that the County was required to expend monies to cut down offending trees. County had previously declined to cite abutting landowners for tree obstruction because of the enormous costs involved if the landowners refused to abate the obstruction of the trees.

Coastal Airport set an ex parte hearing on its request for a writ of mandamus. Prior to the hearing, this office provided to the attorney for Coastal Airport relevant Florida case law, including two Florida Supreme Court decisions, which stood for the proposition that local governments have the flexibility when and how to enforce its ordinances. Case law further held that because Escambia County is imbued with this discretion, it cannot be subject to a writ of mandamus. Having reviewed this case law, the attorney for Coastal Airport cancelled the ex parte hearing.

Coastal Airport has resolved its licensure issue between it and FDOT without further intervention by the Circuit Court. It had previously received a letter from FDOT stating that either the trees had to be cut or it could displace its runway (in other words, shorten it) by 46 feet and thereby become compliant with FDOT regulations. Accordingly, the Coastal Airport voluntarily dismissed its complaint for a writ of mandamus, a copy of which is attached.

This means that Coastal Airport has dropped its request for mandamus relief against Escambia County and will not pursue the claim any further. Because the dismissal is without prejudice, there is always a possibility that Coastal Airport may later file a similar claim against the County. Should it do so, this office will vigorously defend the County's interests.

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

Voluntary Dismissal Notice

IN THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA

COASTAL AIRPORT, LC, V,
a Florida Limited Liability Company,

Plaintiff,

v.

Case # 2013 CA 000711
Division: J

COUNTY OF ESCAMBIA,
a political subdivision of the
State Of Florida,

Defendant.

_____ /

PLAINTIFF'S NOTICE OF VOLUNTARY
DISMISSAL WITHOUT PREJUDICE

Plaintiff voluntarily dismisses this action without prejudice.

CERTIFICATE OF SERVICE

The Defendant in this action has not yet been served with process and has not otherwise made an appearance in this case, however, its attorney's office has received a courtesy copy of the Complaint. I certify that a courtesy copy of this notice has been furnished to Charles Pepler, Deputy County Attorney for Defendant, County Of Escambia, by E-mail to cpepler@co.escambia.fl.us this 12th day of April, 2013.

/s/Thomas M. Brady
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