

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 – September 5, 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 Robertson.
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 two Proclamations:

A. The Proclamation commending and congratulating Carrie Seals on her selection as the "Employee of the Month" for September 2013; and

B. The Proclamation joining United Cerebral Palsy of Northwest Florida in recognizing and offering sincere appreciation to the many individuals of Zelica Grotto who contribute their time, service, and resources with extraordinary kindness, compassion, and insight to all members of our community.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following three Retirement Proclamations:

A. The Proclamation commending and congratulating Judith C. Cantrell, Real Estate Acquisition Specialist, Public Works Department, on her retirement after 35 years of service;

B. The Proclamation commending and congratulating Kenneth F. Castleberry, Corrections Officer, Corrections Department, on his retirement after 31 years of service; and

C. The Proclamation commending and congratulating Ruth E. Strader, Senior Office Support Assistant, Corrections Department, on her retirement after 23 years of service.

8. Written Communication.

August 12, 2013 - Email communication from Brandon Vinyard, Sellstate Gulf Coast Realty, requesting the Board forgive a Code Enforcement Lien attached to property located at 33 Archer Avenue.

Recommendation: That the Board review and consider lien relief request made by Brandon Vinyard against property located at 33 Archer Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

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

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

10. 5:31 p.m. Public Hearing for consideration of adopting an Ordinance to remove the allocation of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 90, Article II, Division 2, Section 90-57(4), of the Escambia County Code of Ordinances, to remove the allocation of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center.

11. 5:32 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating the Wilde Lake Estates Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Wilde Lake Estates 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.

12. 5:33 p.m. TEFRA Public Hearing for Consideration of Adopting a Resolution Authorizing Wisconsin Public Finance Authority to Issue Revenue Bonds.

Recommendation: That the Board take the following action concerning the issuance by the Public Finance Authority, a Wisconsin bond issuing Commission (the "Authority"), of not-to-exceed \$5,000,000 Revenue Bonds (herein, the "Bonds"), on behalf of Methodist Home for the Aging, an Alabama nonprofit corporation authorized to transact business in the State of Florida (the "State"), or one or more of its affiliates (as applicable, the "Borrower"), for financing or refinancing the Borrower's interest in the 120-bed skilled nursing facility known as the Haven of Our Lady of Peace located at the intersection of Summit Boulevard and 12th Avenue in the City of Pensacola, Escambia County, Florida, and a 7.72-acre parcel of land (and currently containing an unoccupied single family dwelling), located at 7920 Hilburn Road, in the unincorporated Ensley community, Escambia County, Florida, on which there is expected to be constructed approximately 50 to 75 units of independent living facilities for low income or elderly residents (the "Project"):

A. Ratify the scheduling of the 5:33 p.m. Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds by the Authority and advertising of the Notice of Public Hearing; and

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Bonds by the Authority upon the terms established therein.

The Bonds are not issued by the County and will not obligate the credit of the County or pose any obligation or liability for the County.

13. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of Gas Distribution Franchise Ordinance by the City of Gulf Breeze

That the Board accept, for filing with the Board's Minutes, the August 26, 2013, letter from Beverly H. Zimmern, Mayor, City of Gulf Breeze, as received in the Clerk to the Board's Office on August 28, 2013, advising that the Gulf Breeze City Council, at its meeting on August 19, 2013, formally accepted Escambia County Ordinance Number 2013-23.

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

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

A. Approve the Minutes of the Regular Board Meeting held August 20, 2013;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 20, 2013; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held August 15, 2013.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on August 5, 2013

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 5, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-07 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.:	Z-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-2NA, General Commercial and Light Manufacturing District (cumulative), Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Buddy Page, Agent for Robertson and Brazwell, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page

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 August 5, 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 Final Plat Pale Moon Estates Permit #110800008

That the Board take the following action concerning the recording of the Final Plat of Pale Moon Estates, (a private 8-lot single family residential subdivision), located in the Perdido Key/Innerarity Community on Pale Moon Drive. It is owned and developed by Pale Moon Estates, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Accept the public drainage improvements within the Public Drainage and Access Easement "A", as depicted upon the final plat for permanent County maintenance. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit).

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

October 3, 2013

A. 5:45 p.m.- A Public Hearing to amend the official Zoning map to include the following Rezoning Cases to be heard by the Planning Board on September 9, 2013.

Case No.: **Z-2013-17**

Address: 900 Jacks Branch Road

Property 05-1N-31-1100-000-000

Reference No.:

Property Size: 801.11 (+/-) acres

From: VAG-1, Villages Agriculture Districts, Gross Density (five du/100 acres on one-acre parcels)

To: R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre) and; C-1, Retail Commercial District (cumulative) (25 du/acre) and; V-5, Villages Clustered Residential District, Gross Density (four du/acre, if sewerred and clustered) Gross Density (one du/acre, if unsewered) and; R-3, One-Family and Two-Family District, (cumulative) Medium Density (ten du/acre)

FLU Category: AG/RC, Agriculture and Recreation

Commissioner 5

District

Requested by: Brad McLaughlin, Agent for DDJ Land Company, LLC, Owners

B. 5:46 - A Public Hearing - CIE Annual Report

C. 5:47 - A Public Hearing - Article 12 - Coastal Management

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing for the Consideration of Amendments to the Code of Ordinances, Article II, Chapter 46, Purchases and Contracts for Local Preference - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the scheduling of a Public Hearing for September 16, 2013, at 5:31 p.m., to consider amending the Code of Ordinances, Article II, Chapter 46, Purchases and Contracts, Sections 46-82, Sealed Bid Process, and Section 46-110 - Local Preference, establishing a local preference in the competitive sealed bid process.

2. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate an Unnamed Right-of-Way in the Pensacola Home Orchards Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for October 3, 2013, at 5:31 p.m., to consider the Petition to Vacate an unnamed right-of-way in the Pensacola Home Orchards Subdivision (20 feet by 315 feet = 6,300 square feet or approximately 0.14 acres), as petitioned by Southern District of the Christian and Missionary Alliance, Inc.

3. Recommendation Concerning a Resolution Supporting an Application to the Florida Department of Environmental Protection for State Funds for the 2014-2015 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State Funds for the 2014-2015 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project:

A. Adopt the Resolution supporting an application to FDEP for State Funds under Section 161.091, Florida Statutes, for the 2014-2015 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project; and

B. Authorize the Chairman to sign the Resolution.

[Funding: No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key Nourishment Project is constructed and for continued maintenance of the Project post-construction to maximize eligibility for Federal Emergency Management Agency (FEMA) funds in the event of a declared disaster. Construction is projected to be in the Fall of 2015 pending identification of a local funding source]

4. Recommendation Concerning the Request for Disposition of Property for the Tax Collector's Office - Janet Holley, Tax Collector

That the Board approve the six Request for Disposition of Property Forms for the Tax Collector's Office 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 the items be auctioned as surplus or properly disposed of.

5. Recommendation Concerning the West Florida Regional Library Blue Ribbon Task Force Committee - Darlene Howell, Library Administrator

That the Board take the following action concerning sunsetting the West Florida Regional Library Blue Ribbon Task Force Committee (Committee), since the mission of the Committee has been completed:

A. Rescind the Board's Action of June 28, 2012, adopting the Resolution (R2012-85) creating the West Florida Regional Library Blue Ribbon Task Force Committee and approving to appoint the following members, selected by the County Commissioner of their residing district, for a one-year term, with an effective date of August 1, 2012, through July 31, 2013:

1. District 1 - LisaMarie Bartusik;
2. District 2 - Terri Church;
3. District 3 - Robin Reshard;
4. District 4 - Margaret Henderson; and
5. District 5 - Ruth Gordon; and

B. Accept for filing with the Board's Minutes the five-year plan titled "A Strategic Plan for the West Florida Public Library System 2013-18," provided by the Committee and approved by the West Florida Public Library Board of Governance at a regular meeting held on August 21, 2013.

6. Recommendation Concerning the Memorandum of Understanding and the Detailed Specific Area Plan - Larry M. Newsom, Assistant County Administrator

That the Board amend its action of September 15, 2011, requiring the Development Group to pay in full the \$156,000 due, pursuant to the Memorandum of Understanding between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, DDJ Land Company, LLC, prior to issuance of any County Development Order, Land Disturbance Permit, Building Permit, or any other County approval or Permit for any of their property within the Sector Plan Area and allow the Development Group to rezone properties within the Sector Plan Area prior to payment in full of the \$156,000. The Board shall still require payment in full of the \$156,000 prior to issuance of any Development Orders, Land Disturbance Permits, Building Permits, or County Permits or approvals other than rezonings.

7. Recommendation Concerning the County Administrator's Appointment to the Escambia County Animal Services Advisory Committee - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Dr. Andrew "Andy" Hillman as a County Administrator at-large appointee, to serve as the Veterinarian Representative to the Escambia County Animal Services Advisory Committee (ASAC), with the term of appointment to be effective September 5, 2013, through September 4, 2016, or at the County Administrator's discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #223 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #223, Civic Center Fund (409) in the amount of \$20,852, to recognize insurance proceeds from a water line leak at the facility, and to appropriate these funds for the necessary repairs at the Pensacola Bay Center.

2. Recommendation Concerning Budget Amendment #230 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #230, County Administration, General Fund (001) in the amount of \$105,500, to cover a shortage in personnel funds due to the former County Administrator's payout at separation of employment from the Board of County Commissioners. The additional personnel funding will come from Reserves for Operating and is one-time monies in the current Fiscal Year's Budget.

3. Recommendation Concerning Reduction of Minimum Sales Price of Real Properties Due to the Property Appraiser's 2013 Assessed Values - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum sales price required for real properties, due to the Property Appraiser's 2013 Certified Roll Assessed Values:

A. Authorize the sale of the following real properties to the bidder with the highest offer received at or above the reassessed minimum bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board;

1. Property located at 2 Utah Court, Account Number 05-5883-000, Reference Number 15-2S-30-6200-580-010, is now assessed at \$4,500; and

2. Property located at 110 North Merritt Street, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, is now assessed at \$5,700; and

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

4. Recommendation Concerning Maintenance of Street and Navigation Lights - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13-048, "Maintenance of Street and Navigation Lights," to Ingram Signalization, Inc., effective October 1, 2013, ending September 30, 2016, and approve annual expenditures up to \$150,000.

[Funding: Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601, \$50,000]

[Funding: Fund 175, Transportation Trust Fund, Cost Center, 211201, Object Code 54601, \$100,000]

5. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055:

A. Award Task Order-based Continuing Contracts to Constantine Engineering, Inc., per PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

6. Recommendation Concerning Signal Response Maintenance and Construction - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13.049, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., and approve annual expenditures up to \$300,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601]

7. Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division for Fiscal Year 2013-2014 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2013-2014 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

B. Authorize the Chairman to sign the Annual Certified Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds]

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

That the Board adopt the Resolution authorizing the write-off of \$1,422,352.10 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.

9. Recommendation Concerning the Agreement Relating to Civil Legal Services for Inmates at the Escambia County Jail with Northwest Florida Legal Services, Inc. - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning an Agreement relating to civil legal services for inmates at the Escambia County Jail with Northwest Florida Legal Services, Inc.:

- A. Approve the Agreement Relating to Civil Legal Services; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

10. Recommendation Concerning the Conveyance of a Parcel of Property in the Deerfield Estates Subdivision to Emerald Coast Utilities Authority - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a portion of County-owned property (approximately 0.014 acres) located in the Deerfield Estates Subdivision to Emerald Coast Utilities Authority (ECUA) for a sanitary sewer lift station site:

- A. Approve the conveyance of a portion of County-owned property (approximately 0.014 acres) located in the Deerfield Estates Subdivision to ECUA for a sanitary sewer lift station site; and
- B. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance without further action of the Board.

11. Recommendation Concerning the Acquisition of Property for a Multi-Use Facility Located on West DeSoto Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize staff to make an offer to Brownsville Assembly of God Church to purchase two parcels of real property (separated by West Gonzales Street), with structures, (totaling approximately 3.81 acres), located on West DeSoto Street, for an agreed upon sales price of \$2,300,000, for a multi-use facility, subject to completion of the due diligence process. The owner has 30 days to accept the offer in writing.

[Funding Source: Fund 352, "LOST III," Cost Center 110267/56201, Project # 13PF2503]

12. Recommendation Concerning Approval of Agreements with Independent Contractors Providing General Services for Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with independent contractors providing general services for inmates at the Escambia County Jail:

A. Approve the following Agreements with independent contractors providing general services for inmates at the Escambia County Jail:

1. The Agreement for Barbering Services with Leron Burnett;
2. The Agreement for Services with Velma Cannon for beautician services;
3. The Agreement for Services with Yvonne Pelzer for beautician services;
4. The Agreement for Services with Carolyn Stallworth, M.S.Ed., relating to computer training; and
5. The Agreement with Sybil Sahuque relating to the "Captured Art Program"; and

B. Authorize the Chairman to sign the Agreements.

[Funding: Fund 001, General Fund, Detention, Cost Center 290401; Fund 001, General Fund, Library & Social Programs, Cost Center 290403]

13. Recommendation Concerning Approval of the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve, subject to Legal sign-off, the final Cooperative Agreement with the Escambia County School Board; and

B. Authorize the Chairman to sign the final Agreement, subject to Legal sign-off.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

14. Recommendation Concerning Approval of a Subscription Agreement with Advent Financial Systems, LLC, Relating to the PayMyJailer Program for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Subscription Agreement with Advent Financial Systems, LLC, relating to the PayMyJailer Program for the Escambia County Jail:

- A. Approve the Agreement with Advent Financial Systems, LLC; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 001, Detention, Cost Centers 290401 and 290403]

15. Recommendation Concerning Approval of Agreements with Independent Contractors Providing Medical Services for Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with independent contractors providing medical services for inmates at the Escambia County Jail:

A. Approve the following Agreements with independent contractors providing medical services for inmates at the Escambia County Jail:

- 1. The Agreement for Advanced Registered Nurse Practitioner Services (ARNP) with Tammy Jernigan, ARNP;
- 2. The Agreement for Advanced Registered Nurse Practitioner Services with Iris Demarcus Tatom, ARNP;
- 3. The Agreement for General Dental Services with Chris W. Jones, D.M.D.;
- 4. The Agreement for Psychiatric Services with Lawrence Edward Mobley, M.D.; and
- 5. The Letter of Agreement with Barbara H. Wade, M.D.; and

B. Authorize the Chairman to sign the Agreements.

[Funding: Fund 001, Medical, Cost Center 290402]

16. Recommendation Concerning a Letter of Agreement with the State of Florida's Agency for Health Care Administration on behalf of Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following actions concerning the Agency for Health Care Administration (AHCA):

A. Approve and authorize the Chairman to sign the Letter of Agreement between AHCA and Escambia County, in the amount of \$70,550, allowing the County to participate in the Low Income Pool for dental services and providing matching dollars to the Escambia Community Clinics (ECC);

B. Decrease the Fiscal Year 2012/2013 allocation to ECC by \$17,639 and increase the allocation to AHCA by the same amount; and

C. Decrease the proposed Fiscal Year 2013/2014 allocation to ECC by \$52,911 and increase the allocation to AHCA by the same amount.

17. Recommendation Concerning Supplemental Budget Amendment #242 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, General Fund (001) in the amount of \$32,984, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for Law Enforcement activities in Escambia County.

18. Recommendation Concerning Supplemental Budget Amendment #238 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #238, General Fund (001) in the amount of \$1,083, to recognize a rebate check from Central Life Sciences, and to appropriate these funds in the current year's Budget for mosquito spraying.

19. Recommendation Concerning Workers' Compensation Insurance Renewal - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the continued participation with the Florida Municipal Insurance Trust for the renewal of the workers' compensation insurance for Escambia County, effective October 1, 2013, through September 30, 2014, in the amount of \$1,164,913.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

20. Recommendation Concerning Workers' Compensation, General Liability, Public Officials Liability, Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice Insurance for the Jail Transfer - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning insurance required for the transfer of the jail to the Board of County Commissioners:

A. Approve the payment to the Florida Municipal Insurance Trust for the workers' compensation insurance for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$389,739;

B. Approve the payment to Whitman and Whitman Insurance Company for the General Liability, Public Officials Liability, and Professional Liability insurance through Brit Global Specialty USA for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$310,009;

C. Approve the payment to Whitman and Whitman Insurance Company for the Catastrophic Inmate Medical Insurance through Hunt Insurance Group, LLC/Willis, for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$41,963, and

D. Approve the payment to Whitman and Whitman Insurance Company for the Medical Malpractice Insurance through Bliss & Glennon - Lake Mary for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$58,148.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501, \$389,739; Fund 501, Internal Service, Cost Center 140835, Object Code 54501, \$410,120]

21. Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 721 West Lee Street, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 721 West Lee Street, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 14-4014-000, Reference Number 00-0S-00-9050-009-033, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$23,940, which is the land value only, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

22. Recommendation Concerning the Perdido Landfill Section 4 Gas Collection System Expansion - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, per the terms and conditions of PD 12-13.055, Perdido Landfill Section 4 Gas Collection System Expansion to American Environmental Group, Ltd, LLC, in the amount of \$411,380.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

23. Recommendation Concerning an Agreement between Enterprise Florida, Inc., and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County:

A. Acknowledge, for the Board's Record, the Infrastructure Grant Agreement between Enterprise Florida, Inc. and Escambia County, in the amount of \$200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

B. Ratify the Chairman's signature on the Infrastructure Grant Agreement; and

C. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects, new Cost Center - no matching funds required]

24. Recommendation Concerning the Request for Disposition and Sale of Surplus Voting Equipment for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Disposition and Sale of Surplus Voting Equipment for the Escambia County Supervisor of Elections Office:

A. Approve the Request for Disposition of Property Form for the Escambia County Supervisor of Elections Office, for surplus voting equipment as described and listed on the Disposition Form, to be sold to the Santa Rosa County Supervisor of Elections and the Suwannee County Supervisor of Elections; and

B. Approve the Agreements for the Sale of Equipment to the Santa Rosa County Supervisor of Elections and the Suwannee County Supervisor of Elections, as executed by the respective Supervisors of Elections.

[Proceeds from the sales will go into Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

25. Recommendation Concerning the Lease of an Outdoor Advertising Sign Site - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Lease Agreement, PD 12-13.053, with Bill Salter Advertising, Inc., for a period of 12 months, for monthly lease payments to Escambia County of \$250, for a total annual amount of \$3,000, for property to be used for outdoor advertising.

[Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases]

26. Recommendation Concerning the State-Funded Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 14-CP-11-01-27-01-XXX:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$8,228, to update the Hazardous Materials Facility Analysis Data, for the period of July 1, 2013, through June 30, 2014; and

B. Authorize the Chairman or Vice Chairman to execute the Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

27. Recommendation Concerning the Agreement with Embarq Payphone Services, Inc., d/b/a CenturyLink Relating to Inmate Telephone Services for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning an Agreement with Embarq Payphone Services, Inc., d/b/a CenturyLink relating to inmate telephone services for the Escambia County Jail:

A. Approve the Agreement Relating to Inmate Telephone Services; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

28. Recommendation Concerning the Purchase of Networking, Server, and Storage Equipment from PC Specialist, Inc., d/b/a Technology Integration Group - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of Cisco UCS Blade Servers, EMC VNX Storage System, ASA Firewall, 4500X Network Switch, and IP Multicast License from PC Specialist, Inc., d/b/a Technology Integration Group (TIG), in the amount of \$177,296, under Florida State Contract 250-000-09-1 to accomplish the Escambia County Jail Transition.

[The funds are available in the current Budget, General Fund, Fund 001, Cost Centers 270102, 270103, 270109, 270110, 270111]

29. Recommendation Concerning the Grand Opening of the Perdido Key Fire Station - George Touart, Interim County Administrator

That the Board approve \$2,000 to provide refreshments for the Grand Opening of the Perdido Key Fire Station on Wednesday, September 25, 2013, at 9:00 a.m.

III. For Discussion

1. Recommendation Concerning the Acquisition of a Parcel of Real Property Located at 3601 North Pace Boulevard for Stormwater Retention - Joy D. Blackmon, P.E., Public Works Department Director

That the Board, regarding the acquisition of a parcel of real property for stormwater retention purposes on Pace Boulevard, authorize staff to make an offer to Robina Mehmood, to purchase a parcel of real property (approximately 2.00 acres) located at 3601 North Pace Boulevard for the purchase price of \$335,000, which is the average of two appraisals acquired by staff, and subject to completion of the due diligence process. The owner has 30 days to accept the offer in writing.

[Funding Source: Fund 352, "LOST III," Account 210107/56101/56301, Project Number 12EN1763]

2. Recommendation Concerning the Acquisition of Two Parcels of Real Property on Olive Road and Johnson Avenue for Stormwater Retention and Road Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize staff to make an offer to White Cedar Gardens, Inc. (Donald S. Brantley, President), as to Parcel "A" (Olive Road parcel), and Donald S. and Robbie S. Brantley as to Parcel "B" (Johnson Avenue parcel), to purchase Parcel "A" (approximately 3.05 acres) for the appraised value of \$137,000, and Parcel "B" (approximately 0.41 acres) for the appraised value of \$40,000, for a total of \$177,000 for both parcels for stormwater retention and roadway improvement purposes on Olive Road and Johnson Avenue, and subject to completion of the due diligence process. The owner has 30 days to accept the offer in writing.

[Funding Source: Fund 352, "LOST III," Account 210109/56101/56301, Project Number 10EN0363]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning *Escambia County, FL v. GFD Construction, Inc. and Anthony J. Green, Sr.* (Case No. 2011 CA 001778).

That the Board authorize the County Attorney's Office to:

A. File a Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt for Violating the Injunction of December 14, 2011 and to request any other appropriate relief to ensure compliance; and

B. File a Petition for Injunctive Relief against any successors in interest to the subject property, if necessary.

2. Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Ellis McGlothren

That the Board approve a washout workers' compensation settlement in the amount of \$240,000.00, inclusive of attorney's fees and costs. An excess workers' compensation insurance carrier shall reimburse Escambia County for 100% of this settlement cost.

3. Recommendation Concerning Settlement of Workers' Compensation Claim – Patricia Kelley-Hammond

That the Board approve a washout workers' compensation settlement for former employee Patricia Kelley-Hammond in the amount of \$527,109.50, inclusive of attorney's fees and costs. This settlement fully resolves claims based on two separate dates of accident. Excess workers compensation carriers shall reimburse Escambia County for \$355,112.35 of this settlement amount.

II. For Information

1. Recommendation Concerning *Town of Repton, AL, et al. v. Conecuh County Commission, et al.* (Case No. 21-CV-900033.00, Conecuh County, AL Circuit Court).

That the Board accept the following informational report concerning *Town of Repton, AL, et al. v. Conecuh County Commission, et al.* (Case No. 21-CV-900033.00, Conecuh County, AL Circuit Court).

14. Items added to the agenda.
15. Announcements.
16. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4832

Proclamations 6.

BCC Regular Meeting

Meeting Date: 09/05/2013

Issue: Adoption of Proclamations

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation commending and congratulating Carrie Seals on her selection as the "Employee of the Month" for September 2013; and

B. The Proclamation joining United Cerebral Palsy of Northwest Florida in recognizing and offering sincere appreciation to the many individuals of Zelica Grotto who contribute their time, service, and resources with extraordinary kindness, compassion, and insight to all members of our community.

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, Carrie Seals, a Workers' Compensation Specialist in the Risk Management Division of the Management and Budget Services Department, began her employment with the County on August 7, 2012, and is selected for "Employee of the Month" for September 2013, for the standards of excellence that she has displayed in the performance of her duties; and

WHEREAS, Ms. Seals is Escambia County's workers' compensation liaison. On a day-to-day basis, Ms. Seals is required to take all the first notice of injury reports for any on-the-job injuries; and

WHEREAS, as a Workers' Compensation Specialist, Ms. Seals main duties and responsibilities include ensuring any required drug testing is performed following an on-the-job injury, authorizing needed medical treatment, and monitoring the progress and status of existing workers' compensation claims; and

WHEREAS, currently Ms. Seals is working with the Escambia County Clerk's Office to determine the status of many ancient workers' compensation cases with some dating back decades with very little documentation. This task has total outstanding receivables greater than \$3,000,000; and

WHEREAS, even for a veteran employee this would be a daunting task, but Ms. Seals has performed all her tasks with enthusiasm and competence. She can be trusted to perform this task and all routine tasks to complete satisfaction.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ms. Carrie Seals on her selection as the "Employee of the Month" for September 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: September 5, 2013

PROCLAMATION

WHEREAS, *United Cerebral Palsy of Northwest Florida and its affiliates, Children's Services Center and Capstone Academy, provide educational, therapeutic, and supportive programs and services in our local community, including assistive technology training, early intervention programs, early education, individual and family support, socialization programs, community living, employment assistance, career development, and advocacy and community awareness; and*

WHEREAS, *United Cerebral Palsy of Northwest Florida has been providing services to infants, children, youth, and adults of all abilities in our local community since 1953, and the Zelica Grotto has been providing support to United Cerebral Palsy clients and their mission since that time; and*

WHEREAS, *the Zelica Grotto is a vital part of our community, is committed to helping all of its citizens enjoy the benefits of our community, and has continually worked to support United Cerebral Palsy of Northwest Florida with dedication and compassion; and*

WHEREAS, *Zelica Grotto members have worked diligently to sustain the Grotto's commitment to people with developmental disabilities and especially to those served by United Cerebral Palsy of Northwest Florida for 60 years; and*

WHEREAS, *Zelica Grotto has contributed to the quality of life of those served by United Cerebral Palsy of Northwest Florida by providing specialized equipment, social activities such as dances, cook-outs, and outdoor activities, and financial resources.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, joins United Cerebral Palsy of Northwest Florida in recognizing and offering sincere appreciation to the many individuals of Zelica Grotto who contribute their time, service, and resources with extraordinary kindness, compassion, and insight to all members of our community.*

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: *September 5, 2013*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4867

Proclamations 7.

BCC Regular Meeting

Meeting Date: 09/05/2013

Issue: Adoption of Retirement Proclamations

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following three Retirement Proclamations:

A. The Proclamation commending and congratulating Judith C. Cantrell, Real Estate Acquisition Specialist, Public Works Department, on her retirement after 35 years of service;

B. The Proclamation commending and congratulating Kenneth F. Castleberry, Corrections Officer, Corrections Department, on his retirement after 31 years of service; and

C. The Proclamation commending and congratulating Ruth E. Strader, Senior Office Support Assistant, Corrections Department, on her retirement after 23 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

090513 Ret Procs

PROCLAMATION

WHEREAS, Judith C. Cantrell worked as a County employee very faithfully for 35 years, retiring as a Real Estate Acquisition Specialist with the Public Works Department, Engineering Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Judith C. Cantrell for 35 years of faithful and dedicated service as a County employee.

**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: September 5, 2013

PROCLAMATION

WHEREAS, Kenneth F. Castleberry worked as a County employee very faithfully for 31 years, retiring as a Corrections Officer with the Corrections Department, Road Prison Division.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Kenneth F. Castleberry for 31 years of faithful and dedicated service as a County employee.

**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: September 5, 2013

PROCLAMATION

WHEREAS, Ruth E. Strader worked as a County employee very faithfully for 23 years, retiring as a Senior Office Support Assistant with the Corrections Department, Community Corrections Division, Pre-Trial Diversion Program.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Ruth E. Strader for 23 years of faithful and dedicated service as a County employee.

**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: September 5, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4831

Written Communication 8.

BCC Regular Meeting

Meeting Date: 09/05/2013

Issue: Environmental Enforcement Lien Forgiveness Request for 33 Archer Avenue

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

August 12, 2013 - Email communication from Brandon Vinyard, Sellstate Gulf Coast Realty, requesting the Board forgive a Code Enforcement Lien attached to property located at 33 Archer Avenue.

Recommendation: That the Board review and consider lien relief request made by Brandon Vinyard against property located at 33 Archer Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all request for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness, in accordance with the Board's policy.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within any of the criteria that would allow the County Administrator to deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

The owner has no other recourse but to appeal before the Board under Written Communication.

BACKGROUND:

Received complaint for overgrowth, trash and debris and unsafe structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail. Notice of violation received and signed for by Sharon Thomas.

December 15, 2010 Officer reinspected property and violations remain. Photos were taken. No contact from Bank.

January 19, 2011 Another inspection conducted and violations remain. Photos taken. Refer for special magistrate.

Notice for Hearing sent to bank and signed for by Sharon Thomas.

July 12, 2011 The hearing was held. \$1,100 court cost, \$100.00 per day fine with a deadline of

August 27, 2011.

Copy of Order mailed to owner both regular and certified mail. Received by Sharon Thomas.

September 1, 2011 A re-inspection was conducted. Violations remained. Affidavit of non-compliance filed by officer.

Letter of Non-compliance sent to owner. Received by Sharon Thomas.

Property put out for bid and abated by Escambia County in the amount of \$5,500.00.

May 14, 2012 Lori Hamilton, Service Link, requested lien forgiveness for current owner and violators. Request was denied and County Administrator Charles R. "Randy" Oliver sent owner denial letter.

BUDGETARY IMPACT:

The itemized costs shown in the code enforcement for lien:

Court Cost \$1,100.00

Abatement Cost \$5,500.00

Fines(one time fine) \$17,400.00

TOTAL \$24,00.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

33 Archer Avenue

Sandra F Slay

From: Brandon Vinyard [bvinyard@sellstategcr.com]
Sent: Monday, August 12, 2013 11:11 AM
To: Sandra F Slay
Subject: case # CE 10-11-06534
Attachments: Code Violation.PDF; Magistrate Order.pdf

Hi Sandra,

Here is the info requested. This is to have the case placed on the next possible meeting for possible reduction in lien amount.

CASE # : CE 10-11-06534
LOCATION: 33 ARCHER WAY
PR# 162S30-4000-090-003

thanks again,

--

Brandon Vinyard
Sellstate Gulf Coast Realty
Broker/Owner
NRBA Master Broker Florida
DMS (Default Management Specialist), CDPE, A-REO, CDSP, CREO
5705 N. Davis Hwy
Pensacola, FL 32503
850.472-2500 office
850.472-2525 fax
Member - NRBA (CREO), REOMAC, REOBroker
www.SellstateGCR.com

DOWNLOAD OUR [SELLSTATE GCR APP](#) TODAY FOR YOUR IPHONE OR ANDROID

Please visit our website for more REO training...<http://www.sellstategcr.com/default.asp.pg-Training>

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Office of Environmental Enforcement



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

Property Address: 33 Archer Avenue
Property Owner: Fannie Mae C/O Suntrust Mortgage, Inc.
Original Complaint: Overgrowth, trash, debris and unsafe structure
EE Case #: CE 101106534

- 11/17/10** Received complaint for overgrowth, trash and debris and unsafe structure. Officer investigated the complaint and posted a notice of violation. Notice of violation was sent both regular and certified mail.
- 11/19/10** Notice of violation received and signed for by Sharon Thomas.
- 12/15/10** Reinspection conducted. Violations remained. Photos taken. No contact from Bank.
- 01/19/11** Violations remain. Photos taken. Refer for special magistrate.
- 07/07/11** Notice for Hearing sent to bank and signed for by Sharon Thomas.
- 07/12/11** Hearing held. \$1,100 court cost, \$100.00 per day fine with a deadline of August 27, 2011.
- 07/18/11** Copy of Order mailed to owner both regular and certified mail. Received by Sharon Thomas.
- 09/01/11** Reinspection conducted. Violations remained. Affidavit of non-compliance filed by officer.
- 09/13/11** Letter of Non-compliance sent to owner. Received by Sharon Thomas.
- 10/05/11** Property put out for bid by Escambia County.
- 02/17/12** Property abated by Escambia County in the amount of \$5,500.00.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Abatement Cost	\$5,500.00
Fines(one time fine)	<u>\$17,400.00</u>

TOTAL

\$24,00.00

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

Commitment Number: 2999100
Seller's Loan Number: 1510002331_157749

After Recording Return To:
ServiceLink Hopewell Campus
4000 Industrial Boulevard
Aliquippa PA 15001
(800) 439-5451

PROPERTY APPRAISAL (TAX/APN) PARCEL IDENTIFICATION NUMBER
06-0685-000

**This property was inadvertently conveyed to the Federal National Mortgage Association
and the Federal National Mortgage Association did not accept the deed.**

QUITCLAIM DEED

Federal National Mortgage Association c/o Suntrust Mortgage Inc., whose mailing address is 14221 Dallas Parkway Suite 1000 Dallas TX. 75254, hereinafter grantor, for \$ 10.00, (Ten Dollars and no Cents) in consideration paid, remise, release and quitclaim to Self Help Ventures Fund, hereinafter grantee, whose tax mailing address is 301 West Main Street, Durham, NC 27701, , all right, title, interest and claim to the following land in the following real property:

All that certain parcel of land situate in the County of Escambia, State of Florida, being known and designated as follows: Lot Nine (9), Block "C", Laurel Park, a subdivision of a portion of Section 16, Township 2 South, Range 30 West, Escambia County, Florida, according to plat thereof, as recorded in Plat Book 4, at Page 15, of the Public Records of Escambia County, Florida.

Property Address is: 33 Archer Ave, Pensacola, FL 32505-5450

Executed by the undersigned on July 13, 2012:

Federal National Mortgage Association

By: [Signature]

Name: Sheryl Court

Its: AVP

Witness Grantor's hand this 13th day of July, 2012.

Signed, Sealed and Delivered
in the presence of these Witnesses
(one of whom may be the Notary):

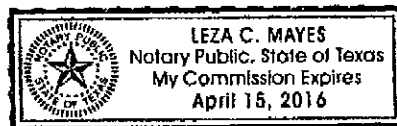
<u>[Signature]</u> Witness (signature on above line)	<u>Salene Tran</u> Printed Name
<u>Salene Tran</u>	
<u>Carol G. Daniel</u> Witness (signature on above line)	<u>Carol G. Daniel</u> Printed Name

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me on July 13, 2012 by Sheryl Court its AVP on behalf of **Federal National Mortgage Association** who is personally known to me or has produced _____ as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.

[Signature]
Notary Public

This instrument prepared by:



Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 7367A E. Kemper Road,
Cincinnati, Ohio 45249 (513) 247-9605 Fax: (866) 611-0170.

Sandra F Slay

From: Hamilton, Lori [Lori.Hamilton@servicelinkfnf.com]
Sent: Monday, May 14, 2012 9:30 AM
To: Sandra F Slay
Subject: Reduction Request Property: 33 Archer Ave - Order/Loan #157749
Attachments: 157749.pdf

Hi Sandra,

ServiceLink would like to request a reduction/waiving of fines for the property located at 33 Archer Ave. The property was foreclosed on 5/12/2008, but the lender did not take physical control of the property until 5/10/2012 when it became legally vacant. All charges were assessed prior to the lender having physical control. Please let me know if you need anything else. My contact information is below.

Thank you,

Lori Hamilton
Code Violation Specialist
Reporting to Heather Summers

ServiceLink, FNF's National Lender Platform
500 Eldorado Boulevard Suite 2300 | Broomfield, CO 80021
(303) 253-3151 (office) (866) 306-8374 (fax)

lori.hamilton@ServiceLinkFNF.com



Click to like us!



In case of concern or emergency, I report to Laura Owen, Shared Services Supervisor. She may be reached via email at laura.owen@servicelinkfnf.com or by telephone at 303.253.3138

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-11-06534
Location: 33 Archer Avenue
PR# 162S30-4000-090-003

Fannie Mae
c/o Suntrust Mortgage Inc.
1001 Semmes Avenue
Richmond, VA 23224


ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of July 12, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d), and 30-203 (o). Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. Escambia County having given the Respondent notice of the fines and abatement costs and the Respondent having failed to timely object thereto. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that in addition to the costs of \$1,100.00 imposed by the Order of Special Magistrate dated July 12, 2011, the following itemized fines and abatement fees are hereby imposed as follow:

Itemized	Cost
a. Fines (8/27/2011-2/17/2012 @ \$100.00 per day)	\$ 17,400.00
b. County Abatement Fees	<u>\$ 5,500.00</u>
Total	\$ 22,900.00 which

together with the previously imposed costs of \$1,100.00 makes a total of \$24,000.00.

DONE AND ORDERED at Escambia County, Florida, this ____ day of _____, 2012.



Special Magistrate
Office of Environmental Enforcement

Sandra F Slay

From: Stephen G. West
Sent: Friday, May 18, 2012 3:45 PM
To: Sandra F Slay
Cc: Brenda J. Spencer
Subject: RE: 33 Archer Ave Lien forgiveness request

Sam:

This one can be denied by Randy. The request is being made by the owner/violator, who acquired title via foreclosure in 2008. I'll have my assistant prepare the standard form letter for Randy's signature.

-----Original Message-----

From: Sandra F Slay
Sent: Friday, May 18, 2012 9:57 AM
To: Stephen G. West
Subject: FW: 33 Archer Ave Lien forgiveness request

Steve,

Please review and let me know how to proceed.

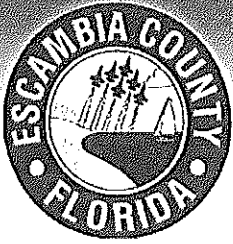
Thanks
Sam

-----Original Message-----

From: code_copier@myescambia.com [mailto:code_copier@myescambia.com]
Sent: Friday, May 18, 2012 9:47 AM
To: Sandra F Slay
Subject:

This E-mail was sent from "MPC5000" (Aficio MP C5000).

Scan Date: 05.18.2012 10:47:08 (-0400)
Queries to: code_copier@myescambia.com



Board of County Commissioners • Escambia County, Florida

Charles R. "Randy" Oliver
County Administrator

May 29, 2012

Lori Hamilton (Lori.Hamilton@servicelinkfnf.com)
Code Violator Specialist
Servicelink, FNF's National Lender Platform
500 Eldorado Boulevard, Suite 2300 I
Broomfield, CO 80021

Re: Your Request for Relief from a County Code Enforcement Lien Against Property
Located at 33 Archer Avenue

Dear Ms. Hamilton:

In accordance with Section III, H2, of the Escambia County Board of County Commissioners Policy Manual, I have reviewed your request for relief from the County code enforcement lien described in your email dated May 14, 2012. Regrettably, I must deny your request for relief for the following reason:

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

If you have any questions or require any additional information, please contact Gordon Pike, Department Director, Environmental Code Enforcement, or Sandra Slay, Manager, Environmental Code Enforcement, at 595-1824.

Very truly yours,

A handwritten signature in cursive script that reads "Charles R. Oliver".

Charles R. "Randy" Oliver
County Administrator

cc: Gordon Pike, Department Director, Environmental Code Enforcement
Sandra Slay, Manager, Environmental Code Enforcement



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4804

Public Hearings 10.

BCC Regular Meeting

Meeting Date: 09/05/2013

Issue: 5:31 p.m. Public Hearing to Amend Volume 1, Chapter 90, Article II, Section 90-57(4) Providing for Allocations of Tourist Development Tax

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance to remove the allocation of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center.

Recommendation: That the Board adopt an Ordinance amending Volume 1, Chapter 90, Article II, Division 2, Section 90-57(4), of the Escambia County Code of Ordinances, to remove the allocation of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center.

BACKGROUND:

The Board discussed this issue at the July 18, 2013, Committee of the Whole and directed the Tourist Development Tax Ordinance be amended so that \$200,000 of tourist development tax is not required toward Pensacola Bay Center maintenance.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was prepared by Assistant County Attorney, Kristin D. Hual, and was advertised in the Saturday Edition of the Pensacola News Journal on August 24, 2013.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME 1, CHAPTER 90, ARTICLE II, DIVISION 2, SECTION 90-57(4) OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO ALLOCATIONS OF TOURIST DEVELOPMENT TAX REVENUES PURSUANT TO THE TOURIST DEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners finds that the County's ordinance relating to allocations of Tourist Development Tax Revenues pursuant to the Tourist Development Plan for the renewal and replacement fund for the Pensacola Civic Center requires amendment whereby the allocation of said revenues has been revised; and

WHEREAS, the Board of County Commissioners further finds that the proposed amendment of Chapter 90, Article II, Division 2, Section 90-57(4) providing allocations of Tourist Development Tax Revenues for the renewal and replacement fund for the Pensacola Civic Center serves an important public purpose.

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

Section 1. That Volume I, Chapter 90, Article II, Division 2, Section 90-57(4) of the Escambia County Code of Ordinances is hereby amended as follows:

Sec. 90-57. Tourist development plan adopted.

The tax revenues received pursuant to this article shall be used to fund the county tourist development plan, which is hereby adopted as follows:

- (1) *Anticipated revenue.* Each one percent of the tourist development tax levied by this article is anticipated to annually produce approximately \$996,446.00 in revenue.
- (2) *Tax district.* The tax district in which the tourist development tax is proposed is the entire area of the county.
- (3) *Components.* The components of the tourist development plan are as follows, in order of priority:
 - a. The acquisition, construction, extension, enlargement, remodeling, repair, improvement, maintenance, operation or promotion of one or more publicly owned and operated civic arenas/sports-cultural-convention complexes within the boundaries of the county.
 - b. The financing of beach improvement, maintenance, renourishment, restoration and erosion control, including shoreline protection, enhancement, cleanup or restoration of tourist facilities at Pensacola Beach and Perdido Key.
 - c. The promotion, development and advertisement of county tourism in the state and nationally and internationally.
 - d. The additional uses set forth in F.S. § 125.0104(3)(1) and 5(a), (b) or (c).

A portion of the tax revenues shall be allocated to each of these components, according to the relative need for emphasis upon and among the components. The tourist council shall conduct a continuing review of the progress of the plan, the effectiveness of the current allocation of tax revenues and the problems and

deficiencies of the plan in order to make recommendations to the board of county commissioners for changes in the plan, including the addition of new components or the redefinition of the existing components.

(4) Allocations. The tourist development tax revenues will be allocated and applied only in order of priority as follows:

- a. The acquisition, construction, extension enlargement, remodeling, repair, improvement, maintenance, operation, and promotion directly through county ownership or management or indirectly through service contracts and leases with public or private owners or managers, civic arenas-sports/cultural/convention complexes within the boundaries of the county, including any payments required in respect of debt service on obligations incurred for such purposes. Except to the extent required to make up any deficiencies in the payment of the costs of operation or maintenance of the civic arena from the tourist development tax, any operating revenues from the civic center shall be remitted to the county and used for any lawful purpose.
 1. Pursuant to Laws of Fla., ch. 91-310, which redefined the boundaries between the county and Santa Rosa County and provided for the continued collection of the tourist development tax in the county as it existed prior to the enactment until existing bond obligations have been satisfied, and pursuant to a final order upon stipulation in as much as the county refinanced the original bond obligations, 32 percent of the taxes generated in that portion of Santa Rosa County known as Navarre Beach, which lay in the county prior to Laws of Fla., ch. 91-310, but not to exceed \$60,000.00, will be allocated and applied to pay debt service on the tourist development tax revenue bonds. Subject to subsection (4)a.2 of this section, all revenues collected from Navarre Beach remaining thereafter will be distributed to Santa Rosa County based on net receipts after payment of the cost of collection.
 2. Notwithstanding subsection (4)a.1 of this section, in the event the tourist development tax revenues generated within the county are insufficient to pay debt service on the tourist development tax revenue bonds, the tourist development tax revenues generated from Navarre Beach shall be applied to the extent necessary to pay debt service on the tourist development tax revenue bonds.
- b. The financing of beach improvement, maintenance, renourishment, restoration and erosion control, including shoreline protection, enhancement, cleanup or restoration of tourist facilities at Pensacola Beach and Perdido Key.
- c. For the promotion, development, and advertisement of county tourism in the state and nationally and internationally, a minimum of 30 percent net of the collected tourist development tax remaining after payments in respect of any debt service and other authorized allocations under subsection (4)a of this section and after distributions to Santa Rosa County pursuant to subsection (4)a.1 and subsection (4)a.2 of this section and after any allocations under subsection (4)b of this section.
- d. ~~Allocate a minimum of \$200,000.00 annually (but not exceeding the tourist development tax remaining after payments provided for in subsections (4)a., b. and c. of this section) to the renewal and replacement fund for the Pensacola~~

~~Civic Center financed from the tourist development tax revenues. Notwithstanding the requirements of section 90-58, these funds may be used by the county for any capital project or equipment at the Pensacola Civic Center without review or approval of the tourist development council.~~

e.—Any unspent and unencumbered tourist development tax revenues at the end of any fiscal year will be transferred to the development account as provided in section 90-58 and used for any lawful purpose for tourist development tax revenues.

- (5) *Amendment of plan.* The plan created and established in this section may not be amended except by an ordinance enacted by an affirmative vote of a majority plus one additional member of the board of county commissioners.
- (6) *Use of fourth cent tax revenues.* Notwithstanding the foregoing list of priorities, any unspent and unencumbered funds from the fourth cent tax may be used for any purpose expressly set forth in F.S. § 125.0104(3)(l) or (5)(a), (b) and (c) and include in the tourist development plan.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Escambia County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. 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 to the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Enacted:

Filed with Department of State:

Effective:

This document approved as to form and legal sufficiency.

By: [Signature]

Title: HC

Date: 8/12/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4853

Public Hearings 11.

BCC Regular Meeting

Meeting Date: 09/05/2013

Issue: 5:32 p.m. Public Hearing to Adopt the Wilde Lake Estates Subdivision Street Lighting MSBU Ordinance

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating the Wilde Lake Estates Subdivision Street Lighting MSBU.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Wilde Lake Estates 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 Wilde Lake Estates Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for 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 31 properties, and of these, 77% 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 \$42.30 for the first assessment which covers 12 months and a 10% reserve.

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

Wilde Lake Ordinance

ORDINANCE NUMBER 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE WILDE LAKE ESTATES 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 Wilde Lake Estates 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 Wilde Lake Estates 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 31 properties in this proposed district and the property owners in the Wilde Lake Estates 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 Wilde Lake Estates 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 Wilde Lake Estates 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 Wilde Lake Estates 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 Wilde Lake Estates Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Wilde Lake Estates Subdivision Street Lighting District shall include the following:

A subdivision of a portion of Section 14, T-1-S, R-31-W, Escambia County, classified by the Property Appraiser's records in Plat Book 8, Page 99, all properties benefitting from street lights, 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 Wilde Lake Estates 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 Wilde Lake Estates 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**

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

This document approved as to form and legal sufficiency.

By: [Signature]

Title: Chairman

Date: 8/20/13

EXHIBIT A

Description:

Commencing at the Northeast Corner of Section 14, T-1-S, R-31-W, Escambia County, Florida; thence run North $90^{\circ}00'$ West and along the North line of said Section 14 for 1339.38 feet; thence run South $00^{\circ}26'24''$ West for 40.0 feet to a point of the South right-of-way line of Detroit Blvd, said point being the point of beginning; thence continue South $00^{\circ}26'24''$ West for 1271.72 feet; thence run South $89^{\circ}22'35''$ West for 667.96 feet; thence run South $00^{\circ}28'10''$ West for 988.98 feet; thence run South $88^{\circ}45'03''$ West for 616.92 feet to a point on the East right-of-way line of Millview Cut-off Road extension (66'R/W); thence run North $0^{\circ}18'$ East and along said right-of-way line for 2281.59 feet to the South right-of-way line of Detroit Blvd. (80'R/W); thence run North $90^{\circ}00'$ East and along said right-of-way line for 317.59 feet; thence run South $00^{\circ}16'$ West for 197.0 feet; thence run North $90^{\circ}00'$ East for 337.0 feet; thence run North $00^{\circ}16'$ East for 197.0 feet to the South right-of-way line of Detroit Blvd; thence run North $90^{\circ}00'$ East along said right-of-way line for 300.0 feet; thence run South $00^{\circ}26'24''$ West for 218.0 feet; thence run North $90^{\circ}00'$ East for 198.87 feet; thence run North $00^{\circ}26'24''$ East for 218.0 feet to the South right-of-way line of Detroit Blvd; thence run North $90^{\circ}00'$ East along said right-of-way line for 135.0 feet to the point of beginning, containing 30.51 acres more or less.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4864

Public Hearings 12.

BCC Regular Meeting

Meeting Date: 09/05/2013

Issue: 5:33 p.m. TEFRA Public Hearing for adoption of Resolution authorizing Wisconsin Public Finance Authority to issue Revenue Bonds.

From: Richard Lott, Partner

Organization: McGuireWoods LLP

CAO Approval:

RECOMMENDATION:

5:33 p.m. TEFRA Public Hearing for Consideration of Adopting a Resolution Authorizing Wisconsin Public Finance Authority to Issue Revenue Bonds.

Recommendation: That the Board take the following action concerning the issuance by the Public Finance Authority, a Wisconsin bond issuing Commission (the "Authority"), of not-to-exceed \$5,000,000 Revenue Bonds (herein, the "Bonds"), on behalf of Methodist Home for the Aging, an Alabama nonprofit corporation authorized to transact business in the State of Florida (the "State"), or one or more of its affiliates (as applicable, the "Borrower"), for financing or refinancing the Borrower's interest in the 120-bed skilled nursing facility known as the Haven of Our Lady of Peace located at the intersection of Summit Boulevard and 12th Avenue in the City of Pensacola, Escambia County, Florida, and a 7.72-acre parcel of land (and currently containing an unoccupied single family dwelling), located at 7920 Hilburn Road, in the unincorporated Ensley community, Escambia County, Florida, on which there is expected to be constructed approximately 50 to 75 units of independent living facilities for low income or elderly residents (the "Project"):

A. Ratify the scheduling of the 5:33 p.m. Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for consideration of authorizing the issuance of the Bonds by the Authority and advertising of the Notice of Public Hearing; and

B. Adopt, and authorize the Chairman to execute, the Resolution authorizing the issuance of the Bonds by the Authority upon the terms established therein.

The Bonds are not issued by the County and will not obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

The Public Finance Authority is a Wisconsin bond issuing commission created under Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes (collectively the "Act") and is empowered pursuant to the Act to issue revenue bonds for the purpose of providing funds to pay all or any part of the cost of the Project. The Borrower has requested the Authority issue the above-referenced Bonds for the purpose of financing or refinancing all or a portion of the Project (the "Plan of Finance"). Section 147(f) of the Internal Revenue Code of 1986, as amended, requires public approval of bonds by an applicable elected representative of the governmental unit where the project is to be located, and any plan of finance therefor, following a public hearing. Accordingly, a public hearing has been scheduled to be held on September 5, 2013, following published notice as required by federal law. Under the terms of the standard financing documents, the Borrower is responsible for use and operation of the Project, and the Bonds will not obligate the credit of the County or pose any obligation or liability for the County. Johnston Barton Proctor & Rose LLP, Birmingham, Alabama, is bond counsel for the financing.

BUDGETARY IMPACT:

The Authority does not receive funds from the County, and no funds of the County are expended in connection with the Project or the Bonds. The County will not issue any bonds pursuant to this requested approval.

LEGAL CONSIDERATIONS/SIGN-OFF:

Richard I. Lott, McGuireWoods LLP, bond counsel for the County, will review the documents on behalf of the County to insure that the County does not have any liability or obligation under the Bonds.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Project in the community improves the prosperity and welfare of the State of Florida and its inhabitants; improves education, living conditions, and health care; increases opportunities for gainful employment and otherwise contributes to the welfare of the State and its inhabitants.

IMPLEMENTATION/COORDINATION:

None needed. The approval by the County of the Bonds of the Wisconsin Public Finance Authority will not affect the obligation of the Project to conform to all County zoning, development, land use and other permitting requirements. The County will be fully entitled to address such issues in the normal course of development of the Project.

Attachments

TEFRA Resolution

Affidavit Proof of Publication

RESOLUTION NO. R2013 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE WISCONSIN PUBLIC FINANCE AUTHORITY OF ITS REVENUE BONDS FOR THE PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE; PROVIDING FOR OTHER RELATED MATTERS

WHEREAS, the Public Finance Authority, a Wisconsin bond issuing commission (the “Issuer”) proposes to issue not exceeding \$5,000,000 of its revenue bonds (the “Bonds”), the proceeds of which will be loaned to Methodist Home for the Aging, an Alabama nonprofit corporation authorized to transact business in the State of Florida, or one or more of its affiliates (as applicable, the “Borrower”) for the purpose of financing or refinancing the Borrower’s interest in the 120-bed skilled nursing facility known as the Haven of Our Lady of Peace located at the intersection of Summit Boulevard and 12th Avenue in the City of Pensacola, Escambia County, Florida and a 7.72-acre parcel of land (and currently containing an unoccupied single family dwelling) located at 7920 Hilburn Road in the unincorporated Ensley community, Escambia County, Florida on which there is expected to be constructed 50 to 75 units of independent living facilities for low income or elderly residents (the “Local Facilities”) within the jurisdiction of Escambia County, Florida (the “County”) following approval by the County, for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”); and

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

Section 1. Having considered any and all comments and concerns expressed at the public hearing, the Board of County Commissioners (the “Board”) hereby approves the issuance of the Bonds by the Issuer to finance costs of the Local Facilities for purposes of Section 147(f) of the Code.

Section 2. The Issuer is hereby authorized to take all action necessary to do all things necessary to issue the Bonds for the Local Facilities located in the County.

Section 3. The County shall have no obligation with respect to the Bonds and the approval given herein shall not be deemed to create any obligation or liability, pecuniary or otherwise, of the County in any respect whatsoever. The general credit or taxing power of the County and the State of Florida or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the County that any particular action or proposed action is required, authorized or permitted under the laws of the State of Florida or the United States.

Section 4. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Local Facilities, (ii) a recommendation to any prospective purchaser of the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) an approval of any necessary zoning applications nor for any development plan approvals or other regulatory permits relating to the Local Facilities and the County shall not be construed by reason of its adoption of this resolution to have made any such endorsement, finding or recommendation or to have waived any of the County's rights or estopping the County from asserting any rights or responsibilities it may have in that regard.

Section 5. This instrument shall take effect immediately upon its adoption this 5th day of September, 2013.

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

(SEAL)

By: _____
Gene M. Valentino, Chairman

ATTEST:

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

By: _____
Deputy Clerk

Approved as to form and legality:

By:  _____
County Attorney

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Anna Hammes** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

Notice of Public Hearing

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

August 21, 2013

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

Sworn to and subscribed before me this **21st Day of August, 2013**, by **Anna Hammes**, who is personally known to me.

Anna Hammes Affiant

Carol S. Corbin Notary Public

CAROL S. CORBIN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #EE847370
MY COMMISSION EXPIRES OCT. 29, 2016

NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that a public hearing will be held at 5:33 p.m. on September 5, 2013, in the meeting room of the Board of County Commissioners of Escambia County, Florida (the "County"). The meeting room is located at 221 Palafox Place, Pensacola, Florida 32502. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Public Finance Authority, a Wisconsin bond issuing commission (the "Authority"), to Methodist Home for the Aging, an Alabama nonprofit corporation authorized to transact business in the State of Florida (the "State"), or one or more of its affiliates (as applicable, the "Borrower") for financing or refinancing the Borrower's interest in the 120-bed skilled nursing facility known as the Haven of Our Lady of Peace located at the intersection of Summit Boulevard and 12th Avenue in the City of Pensacola, Escambia County, Florida and a 7.72-acre parcel of land (and currently containing an unoccupied single family dwelling) located at 7920 Hilburn Road in the unincorporated Ensley community, County of Escambia, State of Florida (the "Project").

The plan of finance contemplates that the Authority will issue, in respect to such Project, not exceeding \$5,000,000 in aggregate principal amount of its revenue bonds pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, (the "Bonds"), in one or more installments or series, and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Project will be owned by the Borrower.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and the Authority will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds will not constitute (i) a debt, liability or obligation of the Authority, the County, the State, or any political subdivision, public agency or municipality thereof, (ii) a pledge of the full faith and credit of the Authority, the County, the State, or any political subdivision, public agency or municipality thereof, or (iii) a pledge of the taxing power of the County, the State, or any political subdivision or municipality thereof. The Authority has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the Clerk of the Circuit Court, ex officio Clerk to the Board of County Commissioners, at the Escambia County Courthouse, 221 Palafox Place, Pensacola, Florida 32502.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact Angela Crawley, Program Coordinator, County Administration (850) 595-4900 at least seven days prior to the date of hearing.

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

August 21, 2013

Legal No. 1606479 1T August 21, 2013



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-4890

Clerk & Comptroller's Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 09/05/2013

Issue: Acceptance of Gas Distribution Franchise Ordinance by City of Gulf Breeze

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of Gas Distribution Franchise Ordinance by the City of Gulf Breeze

That the Board accept, for filing with the Board's Minutes, the August 26, 2013, letter from Beverly H. Zimmern, Mayor, City of Gulf Breeze, as received in the Clerk to the Board's Office on August 28, 2013, advising that the Gulf Breeze City Council, at its meeting on August 19, 2013, formally accepted Escambia County Ordinance Number 2013-23.

Background:

On July 11, 2013, the Board of County Commissioners adopted Ordinance Number 2013-23, granting unto the City of Gulf Breeze, Florida, an exclusive franchise to construct, maintain, and operate a natural gas distribution system on the portion of Santa Rosa Island located in Escambia County. Section 11 of the Ordinance requires Franchisee to file its acceptance of the Ordinance as a condition precedent to the Ordinance taking effect.

Attachments

Gulf Breeze Acceptance of Gas Franchise



City of Gulf Breeze

OFFICE OF THE MAYOR

August 26, 2013

Gene M. Valentino, Chairman
Board of County Commissioners
Escambia County, Florida
221 Palafox Place, Suite 400
Pensacola, Florida 32502

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 AUG 28 P 4:45
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

RE: Acceptance of Escambia County Ordinance No. 2013-23

Dear Chairman Valentino:

On July 11, 2013, your Board of County Commissioners enacted Escambia County Ordinance Number 2013-23 in which it conferred certain exclusive franchise rights and privileges unto the City of Gulf Breeze to provide natural gas utility service to those portions of Santa Rosa Island which exist within the unincorporated areas of Escambia County. The Ordinance was filed with the Florida Department of State on July 17, 2013. Section 11 of the Ordinance provides that as a condition precedent to it taking effect, the City of Gulf Breeze shall file its acceptance thereof with the Escambia County Clerk of the Court within sixty days after its enactment and filing with the Department of State.

I am pleased to advise that at its meeting on August 19, 2013, the Gulf Breeze City Council formally accepted Escambia County Ordinance Number 2013-23. By copy of this letter to the Escambia County Clerk of Court, the City of Gulf Breeze is hereby filing with her office this acceptance of Escambia County Ordinance Number 2013-23.

The City appreciates the opportunity to provide natural gas utility service to the residents, businesses, and general public at Pensacola Beach.

Gene M. Valentino, Chairman
Board of County Commissioners
August 26, 2013
Page 2

Thank you for your attention to and consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Beverly H. Zimmern". The signature is written in a cursive style with a large, stylized initial "B".

Beverly H. Zimmern, Mayor

BHZ:sdl

cc: Pam Childers, Escambia County Clerk of Court
Edwin A. Eddy, City Manager
Matt E. Dannheisser, City Attorney
George Touart, County Administrator
Alison P. Rogers, County Attorney
Ryan E. Ross, Assistant County Attorney



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-4851

Clerk & Comptroller's Report 13.2.

BCC Regular Meeting

Consent

Meeting Date: 09/05/2013

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 August 20, 2013;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 20, 2013; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole (C/W) Workshop held August 15, 2013.

Attachments

August 20, 2013, Agenda Work Session Report

August 15, 2013, CW Workshop Report

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD AUGUST 20, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 11:08 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
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., August 20, 2013, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the agenda cover sheet;
 - 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. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office; Interim County Administrator Touart; Keith Wilkins, Director, Community & Environment Department; Wesley J. "Wes" Moreno, Director, Infrastructure Branch, Public Works Department; Amy Lovoy, Director, Management and Budget Services Department; and Thomas "Tom" Turner, Director, Human Resources Department; reviewed the County Administrator's Report;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and

(Continued on Page 2)

REPORT OF THE AGENDA WORK SESSION – Continued

1. Continued...

F. Commissioner Valentino, County Attorney Rogers, Interim County Administrator Touart, and Marilyn Wesley, Director, Community Affairs Department, reviewed Commissioner Valentino's add-on item (*the recommendation from the August 15, 2013, Committee of the Whole Workshop*), and Scott Luth, Greater Pensacola Chamber of Commerce, commented concerning Item B of the recommendation.

2. FOR INFORMATION: Commissioner Valentino commented concerning the flooding at Forest Creek Apartments due to the heavy rain event this past weekend.

NAME

DEPARTMENT/AGENCY

1	Doris Harris	Clerk to the Board
2	Paul Childers	Clerk
3	GEO TOWANT	CA
4	Julie Witterstaeter	CAO
5	Gene M. Valenti	Bcc
6	Lumon Mary	B C C
7	Grever Robinson	BCC
8	Steven Gray	BCC
9	Wilson Robertson	Bcc
10	AL	City Atty
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NAME

DEPARTMENT/AGENCY

1	<i>Dean Lehman</i>	BCC-2
2	<i>Bekky Asgilton</i>	BCC D4
3	<i>J. Brantzell</i>	BCC D1
4	<i>Dignina Simpson</i>	Co. Atty Office
5	<i>Wanda Jacobs</i>	BCC Ditt's
6	<i>[Signature]</i>	PW
7	<i>Yvette Area</i>	BCC 3
8	<i>Lloyd Kern</i>	DSD
9	<i>H. Jones</i>	DSD
10	<i>Keith Wilkins</i>	C+E
11	<i>Tim Day</i>	C+E
12	<i>Ann Robertson</i>	Cit
13	<i>Pat Johnson</i>	DSWM
14	<i>Jed Thomas</i>	BP
15	<i>TC [Signature]</i>	AG 1
16	<i>Ron Ellington</i>	Cit
17	<i>Michael Rhodes</i>	Parks & Rec
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NAME

DEPARTMENT/AGENCY

1	Alan Miller	PBA
2	Richard Cotton	PBA
3	Wes Morcuo	P/W
4	Amy Lowrey	MBS
5	Nate Monroe	PNJ
6	Bill Pearson	PIO
7	Brandi Ziglar	PIO
8	Wendell Mayo	BID
9	Claudia Simmons	Ouch
10	DAVID Mussekute	IT
11	CARRY Newsom	Admin
12	Tom Turner	AK
13	Adrian Fain	Adrian Fain
14	Bob	LEGAL
15	John	PK
16	Chris	PK
17	Lelan Steen Asker	Bethel A.M.E. Church
18	John L. M ^{rs} Avey III	BETHEL AME Church
19	Flora C. Wilkins	Member of Bethel A.M.E. Church
20	Lily Dickens Hyde	member of Bethel A.M.E. Church
21	John B. Valentine	B A M E Church
22	Shirley Malden	Bethel A.M.E Church
23	Mike Weaver	PS
24	Don M. Bear	ACE
25	ALAN McMILLAN	CITIZEN @ PK
26	John	SOLF
27	Daniel Cummings Jr	
28	Robin Cummings	citizen-ECCO
29	Randy Wheeler	NEET
30	Scott Luth	Chamber

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD AUGUST 15, 2013
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:05 a.m. – 12:45 p.m.)

Present: Commissioner Gene M. Valentino, Chairman, District 2
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
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
Doris Harris, Deputy Clerk to the Board
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Wilson B. Robertson, District 1

AGENDA NUMBER

1. Call To Order

Chairman Valentino called the Committee of the Whole (C/W) Workshop to order at 9:05 a.m.

2. Was the Meeting Properly Advertised?

The C/W was advised by Doris Harris, Deputy Clerk to the Board, that the Meeting was advertised in the Pensacola News Journal on August 10, 2013, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule August 12-August 16, 2013, Legal No. 1605582.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Jail Transition Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Jail Transition Update August 15*, presented by Amy Lovoy, Director, Management and Budget Services Department, and the C/W:

(1) Was advised by Interim County Administrator Touart that the Jail Transition Committee has had three productive meetings last week and this week, the Sheriff's Office is requesting a Memorandum of Understanding (MOU) relative to the Internal Services Fund and a second MOU relative to the operation of the Jail, and the transfer is on schedule for October 1, 2013;

(2) Was advised by Ms. Lovoy that:

(a) The County Attorney:

- 1) Is drafting contracts for independent contractors employed by the Sheriff at the Jail, specifically in the health services industry
- 2) Is working on a global MOU to address remaining issues, has circulated a preliminary draft to staff, and is working through staff's comments
- 3) Is researching various Human Resource and Risk Management issues
- 4) Continues to work with the Department of Justice

(b) Human Resources:

- 1) Began open enrollment meetings with Detention system employees on August 12, 2013,
- 2) Successfully completed discussions with the PBA (*Police Benevolent Association*)
- 3) Will provide the terms and conditions of employment for Detention employees at the next Board Meeting

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

(2) Continued...

- (c) Community Corrections is preparing to issue a Purchase Order for new uniforms (shirts only), at an estimated cost of \$65,000;
- (d) Sheriff and Board staff met on Monday and Tuesday of this week to discuss budget issues, and:
 - 1) The majority of the personnel issues have been resolved
 - 2) The cost for approximately 15 positions involved in the transfer is between \$150,000 and \$200,000
 - 3) Operating costs for items such as drug testing, tuition reimbursement, and insurance premiums have been or are in the process of being resolved
- (e) Information Technology (IT) is compiling the operating costs associated with the Jail Transition, and reports that the Sheriff's Office is committed to the October 1 transition date, but believes work cannot begin on the IT transition until the MOU is completed, which will create a significant time compression issue for IT; and
- (f) Remaining Issues are as follows:
 - Facilities Space
 - Local Option Sales Tax Proceeds
 - One time costs for HR and IT
 - CJIS (*Criminal Justice Information Services*) background checks on staff and contractors
 - IT recurring operating costs
 - Retirees
 - Claims

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Continued...

A. Continued...

- (3) Was further advised by Interim County Administrator Touart that the County Attorney's Office might need an additional attorney and additional support staff, and, since the Sheriff's Office has a very small legal staff, the additional funds cannot be taken from that budget;
- (4) Was advised by County Attorney Rogers, in response to Commissioner May's inquiry, that Court Administration has indicated an interest in the Mental Health Court; however, Court Administration can only fund one of the two required positions and has requested that the County fund the second; and
- (5) Was advised by Commissioner Valentino that he supports Commissioner May's concern to develop a more "formidable" plan on how to mitigate some of the issues of the DOJ Report; e.g., mental health; and

B. Board Direction – None.

4. Rural Work Program Transportation Projects (West Florida Regional Planning Council)

- A. Board Discussion – The C/W viewed the maps for the Rural Work Program Transportation Projects (West Florida Regional Planning Council), and heard an update from Mary Beth Washnock, West Florida Regional Planning Council, concerning the *FDOT Five Year Work Program FY 2014-2018 Rural Escambia County and Rural Work Program Requests Escambia County, FY 2013 - 2017*, and was advised by Ms. Washnock that Escambia County has 18 Projects in the Five Year Work Program; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Pensacola Yacht Club USODA Southeast Championship

A. Board Discussion – The C/W heard the request from Alan McMillan that the Board provide \$8,000 in Tourist Development Tax (TDT) funds for the USODA (*United States Optimist Dinghy Association*) Southeast Championship to be hosted by the Pensacola Yacht Club from September 20-22, 2013, and the C/W:

- (1) Was advised by Mr. McMillan that the USODA Championship will bring world-class sailing events to Pensacola Bay and enhance the image of Escambia County and Pensacola Bay as one of America's finest sailing venues;
- (2) Was advised by Interim County Administrator Touart that the Pastor of Bethel AME Church (*Reverend Charles A. Morris*) has requested \$5,000 for a nationwide convention that Bethel AME is hosting in September, and heard his request that the Board set aside \$100,000 from the 4th Cent TDT allocated to the VIC (*Visitor Information Center*), to be used at the Board's discretion to fund events that do not meet the established criteria for funding through VIC;
- (3) Was advised by Amy Lovoy, Director, Management and Budget Services Department, that a request is also pending for Frank Brown (*International Songwriters' Festival [FBISF]*);
- (4) Was advised by Commissioner May that he supports the ability for the Board to allocate 4th Cent TDT funds to assist with these type events, provided that everyone is treated consistently;
- (5) Heard comments from Lewis Bear, Arts, Culture & Entertainment (ACE), who suggested that the \$40,000 allocated to ACE for the FBISF be returned to the Board, since the maximum an organization can receive from ACE is 10% of its operating budget, and the maximum FBISF would receive through ACE is \$10,000, based on its total budget of \$100,000; and

(Continued on Page 6)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

(6) Was advised by Commissioner Barry that changes to the established process should be scheduled for discussion at a Budget Workshop so that all interested parties can be involved; and

B. Board Direction – None.

6. Tech Park

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

(1) Heard the request from Scott Luth, Senior Vice President of Economic Development, Greater Pensacola Chamber, that the Board adopt the *Amended Interlocal Agreement (Development of Downtown Technology Park)*, regarding which the City of Pensacola (*Colleen M. Castille, City Administration*) has provided a letter of support; and

(2) Was advised by County Attorney Rogers that the proposed *Amended Interlocal Agreement* is a significant amendment that (1) removes the requirement that the property be sold through a competitive bid process; (2) removes the requirement for businesses to be technology based; (3) removes the number of jobs and associated salary/wage and benefits from the criteria for Eligible Buyers of Technology Park lots; and (4) will allow the lots to be given away or sold for a nominal amount; and

B. Board Direction – The C/W recommends that the Board approve the *Amended Interlocal Agreement (Development of Downtown Technology Park)*.

Recommended 4-0, with Commissioner Robertson absent

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

7. Economic Development Project/Navy Super Site

- A. Board Discussion – The C/W discussed Economic Development Project/Navy Super Site *(a proposed land swap that would allow the County to purchase and develop 640 acres in Santa Rosa County for use by NAS Whiting Field, then exchange that property for the Navy's OLF-8 [Outlying Landing Field], located near Navy Federal Credit Union in Beulah), and the C/W:*
- (1) Heard comments from Scott Luth, Senior Vice President of Economic Development, Greater Pensacola Chamber, who advised that:
 - (a) The "OLF-8 project" is an opportunity to locate property to support missions connected to NAS Whiting Field, and the Chamber is under contract to purchase property in Santa Rosa County, consisting of approximately one square mile, which can be developed as a Navy OLF in closer proximity to Whiting Field; and
 - (b) OLF-8 is located approximately 22 miles from NAS Whiting Field, while the new OLF, which has no environmental issues, is located approximately 11 miles from Whiting Field, and the Chamber is asking the County to assume this project, and to retain the services of a consultant to allow the project to proceed through the second phase of due diligence;
 - (2) Heard the request from Interim County Administrator Touart that the Board authorize a Request for Proposals (RFP) for engineering services, and allocate \$200,000 for the project, which will be sufficient to reimburse the Chamber for the earnest money deposit and complete the due diligence; and
 - (3) Was advised by County Attorney Rogers that Legal will need to review, and bring back to the Board for adoption, the contract for sale; and
- B. Board Direction – The C/W recommends that the Board adopt, as a Board project, the Economic Development Project/Navy Super Site, assume the place in the assignable contract and pay off the private party, to be funded from the Economic Development Fund, and approve the transfer of \$200,000 from the Economic Development Fund to a separate project fund for this endeavor.

Recommended 4-0, with Commissioner Robertson absent

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Perdido Key Eminent Domain

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Perdido Key Easements Eminent Domain*, presented by County Attorney Rogers, and the C/W:

(1) Was advised by County Attorney Rogers that the following are issues for which Board Direction is sought:

(a) Option 1 – Duration and Scope of easement

- 1) Permanent
- 2) Re-notice all property owners who have agreed to a 15-year easement
- 3) Scope: Grantor retains the right to exclude general public, but gives County right to enter property for beach restoration and nourishment, erosion control, and environmental monitoring

(b) Option 2 – Eminent Domain

- 1) Slow take: County only entitled to easement after compensation decided
- 2) Quick take: County takes easement upon deposit with Court of good faith estimate of compensation; up to parcel owners to object to good faith estimate

(c) Option 3 – Extent of Easement Takings

- 1) Entire Key
- 2) Phases, with east first, then west sides of the Key

(d) Option 4 – Potential Costs

- 1) Appraiser's fees for County
- 2) Compensation to be paid to parcel owners
- 3) Retain Eminent Domain Counsel for County
- 4) Statutory costs: parcel owner's appraiser and engineering expert fees; attorney's fees if benefits obtained are greater than that offered by County

(Continued on Page 9)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Continued...

A. Continued...

(2) Was further advised by County Attorney Rogers that:

- (a) Staff, including the District 2 Commissioner's Aide, has accomplished approximately 20% compliance with the provision of 15-year easements for beach re-nourishment on Gulf-front properties on Perdido Key; and
- (b) Board direction is needed regarding the options outlined in the PowerPoint Presentation (*see Item A [1]*);

(3) Heard the suggestion from Commissioner Valentino that:

- (a) The County acquire permanent easements, as opposed to 15-year easements, through the quick take process, and in phases, beginning with the east side, from the center point east to Johnson Beach; and
- (b) The Commission bring forward a Resolution for the August 20, 2013, Regular Board Meeting to authorize the County Attorney to establish language for permanent easements, through quick take eminent domain, for the eastern half of the Key;

(4) Was advised by Commissioner Robinson that he cannot support eminent domain based on the granting of easements by only a minority of the property owners;

(5) Was advised by Keith Wilkins, Community & Environment Department Director, that the process included multiple public meetings, public notices, condominium association meetings, and mail-outs to all property owners, from which only one negative response was received, while the remainder were either positive or the owners were non-responsive;

(Continued on Page 10)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Continued...

A. Continued...

- (6) Was advised by Dean Kirschner, District 2 Commissioner's Aide, that the challenge is that some condominium association boards have been granted the authority to make the decision on behalf of the owners, while others have not and the individual unit owners make the decision;
- (7) Was advised by County Attorney Rogers that she can provide the statistics for only the owners on the eastern end of the Key who have provided easements, which might result in a higher percentage rate than the overall 20% rate;
- (8) Was advised by Commissioner Barry that he has a serious concern supporting eminent domain unless the percentages are dramatically shifted by moving to the east end of the island, based on a 20% minority response;
- (9) Was advised by Tim Day, Environmental Manager, Community & Environment Department, that the DEP (*Department of Environmental Protection*) permit for Perdido Key nourishment will expire in February 2014; therefore, the permit will need to be renewed; and
- (10) Heard the request from Interim County Administrator Touart that the Board allocate funds to engage a firm to attempt to reach, and acquire easements from a majority of, the non-responsive owners; and

B. Board Direction – None.

9. Sector Plan

A. Board Discussion – The C/W was advised by Commissioner Valentino that this item was pulled from the agenda; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

10. Local Preference Procurement

- A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Local Preference Procurement*, presented by Amy Lovoy, Director, Management and Budget Services Department, and Claudia Simmons, Purchasing Manager, and was advised by Commissioner Barry that the majority of the County's capital purchases, especially heavy equipment and vehicles, are planned purchases; therefore, he would request that the specifications be posted on the County's website for 30 days, as opposed to 10 days, with the exception of purchases required during emergency situations; and
- B. Board Direction – The C/W recommends that the Board authorize staff to prepare a draft Ordinance that provides for planned capital purchases to be posted on the County's website for 30 days, language that the Board can waive that (30-day) policy relative to emergency purchases, and "pull from other counties that have a small business preference."

Recommended 3-0, with Commissioner Robertson absent and Commissioner Valentino temporarily out of Board Chambers

11. Donation of a Parcel of Land at the Mouth of Weekly Bayou

- A. Board Discussion – The C/W discussed Donation of a Parcel of Land at the Mouth of Weekly Bayou, and the C/W:
 - (1) Was advised by Interim County Administrator Touart that the Weekly Bayou Improvement Association has approved donating the property to the County for future dredging of the navigable waters: and
 - (2) Was advised by Keith Wilkins, Community & Environment Department Director, that this is a possible NRDA (*Natural Resource Damage Assessment*) project for sediment management; and
- B. Board Direction – The C/W recommends that the Board authorize staff to pursue due diligence necessary to accept the donation of a parcel of land at the mouth of Weekly Bayou.

Recommended 3-0, with Commissioner Robertson and Commissioner May absent

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

12. Property Assessed Clean Energy (PACE) Program

A. Board Discussion – The C/W discussed Property Assessed Clean Energy (PACE) Program, and the C/W:

- (1) Was advised by County Attorney Rogers that:
 - (a) The PACE Program includes certain defined green energy programs, such as wind resistance or solar panels, for which commercial entities could choose to finance the improvements for inclusion on their property tax bills;
 - (b) Local governments that wish to participate in the Program would have to adopt such a Program by Ordinance or Resolution, and would need an entity to assist with financing the Program;
 - (c) The improvements are included on the tax bill, for repayment over a period of time, which would involve the Property Appraiser's Office and the Tax Collector's Office;
 - (d) A number of problems were identified by Fannie Mae (*Federal National Mortgage Association [FNMA]*) and Freddie Mac (*Federal Home Loan Mortgage Corporation [FHLMC]*), which resulted in some legal challenges; and
 - (e) Because repayment takes priority over other obligations; e.g., mortgages, there has been some "kick back" in other parts of the state, and very few counties are actively participating in the Program, although a number of municipalities are participating;
- (2) Was advised by Commissioner Robinson that he believes the Program is a worthwhile option for large commercial and industrial users who wish to improve their properties and Simon Properties would like to take advantage of the Program for both of its Escambia County properties (*Cordova Mall and University Mall*);

(Continued on Page 13)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

12. Continued...

A. Continued...

- (3) Was advised by Keith Wilkins, Community & Environment Department Director, that:
 - (a) West Palm Beach County, Flagler County, and Nassau County participate in the Program, Lee County is in negotiations, and 20 to 25 cities in Florida have enacted the Program;
 - (b) Financing sources vary, and include the Florida Green Energy Works Program, the Green Corridor Program, and the Florida PACE Funding Agency, with varying financing terms; and
 - (c) Simon Properties has submitted a Letter of Interest for retrofitting its properties through the Program, and one of the entities has met with the Tax Collector;
- (4) Heard comments from the Honorable Janet Holley, Tax Collector, who advised that:
 - (a) The Program should be thoroughly vetted before the Board makes a final decision, and that she wishes to be included in the process; and
 - (b) The Osceola County Board of Commissioners recently voted this measure down; therefore, she would like to speak to colleagues in other counties to determine how the Program is working and in what stage those counties are in the process;

(Continued on Page 14)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

12. Continued...

A. Continued...

- (5) Heard comments from the Honorable Chris Jones, Property Appraiser, who advised that:
 - (a) He does not include any non-ad valorem assessments on the TRIM (*Truth in Millage*) Notice and he is not willing to do so for this non-ad valorem assessment; and
 - (b) He is concerned about the interest rate, and it seems counterproductive for an entity to finance improvements in this manner because the entity can potentially lose its property if it is unable to pay its tax bill;
- (6) Heard the suggestion from Commissioner Valentino that staff, inclusive of the Tax Collector and Property Appraiser, further study the Program, and, if warranted and merited as a Program for the Board's consideration, agenda the issue for further discussion at a future C/W Workshop;
- (7) Was advised by Commissioner Barry that if the Property Appraiser is unwilling to include the non-ad valorem assessment on the TRIM Notice, the Board might not wish to pursue the Program; and
- (8) Was advised by Commissioner May that the Program has not been adequately vetted and he agrees with Commissioner Valentino that further study is needed; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

13. Animal Services Policy Issues

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Animal Services Policy Items Department of Community Affairs Animal Services Division*, presented by Marilyn Wesley, Director, Community Affairs Department, and Delphi Messinger, Manager, Animal Services Division, which contains the following Animal Services Advisory Committee (ASAC) and staff recommendations:

(1) ASAC recommends that the Board:

(a) Amend Resolution R2009-152, Section 4, to increase the composition of the ASAC members from seven to eight, and the number of at-large members appointed by the County Administrator from two to three, and amend Section 8 to increase the quorum from four members to five and the majority vote from seven to eight;

(b) Approve that all animals spayed or neutered at the Shelter receive pain medication either pre- or post-surgery, with the time and type of medication given to be determined by the Shelter Veterinarian, for implementation no later than October 1, 2013; and

(c) Approve that, in qualifying Military Service members for the Low Cost Spay/Neuter Program, the following proofs of income (*will*) be accepted:

- 1) W-2
- 2) IRS Form 1040 Tax Return
- 3) Military Leave and Earnings Statement (LES); if using the LES, then only the Base Pay portion of the statement should be utilized to qualify the individual

(2) Staff recommendation – That the Board support and adopt the Resolution to amend the (ASAC) composition (the NW FL Veterinary Society has expressed a desire and willingness to serve and participate with this committee and have inclusiveness with animal issues and decisions that may impact the Escambia County community); and

(Continued on Page 16)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

13. Continued...

B. Board Direction – The C/W recommends that the Board take the following action concerning Animal Services Policy Issues:

- (1) Approve keeping the composition of the Animal Services Advisory Committee (ASAC) at seven members, and make the Sheriff's Department member an ex officio member and require the seventh member to be a Veterinarian position;
- (2) Approve that all animals spayed or neutered at the Animal Shelter will receive pre- or post-surgery pain medication, at an estimated cost of \$40,000, with no increase in the cost for adoption; and
- (3) Approve that active Military Service members can participate in the Low Cost Spay/Neuter Program, and that eligibility is based on gross annual income (*not to exceed \$35,000 [on June 28, 2012, the Board adopted the income limit of \$35,000 as eligibility criteria for persons applying for services under the Program]*).

Recommended 3-0, with Commissioner Robertson and Commissioner May absent

ITEMS ADDED TO THE AGENDA IN THE MEETING

1. FOR INFORMATION: The C/W was advised by Interim County Administrator Touart that he is meeting with Colleen Castille, Acting City Manager, to discuss the possibility of a functional consolidation of the County's and City of Pensacola's Building Inspections Departments.

AGENDA NUMBER – Continued

14. Adjourn

Chairman Valentino declared the C/W Workshop adjourned at 12:45 p.m.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4790

Growth Management Report 13. 1.

BCC Regular Meeting

Meeting Date: 09/05/2013

Issue: Review of Rezoning Cases Heard by the Planning Board on August 5, 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 August 5, 2013

That the Board take the following action concerning the rezoning case heard by the Planning Board on August 5, 2013:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendation for Rezoning Case Z-2013-07 or remand the case back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that was reviewed.

Case No.: **Z-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-2NA, General Commercial and Light Manufacturing District (cumulative), Bars, Nightclubs, and Adult Entertainment are Prohibited Uses (25 du/acre)
FLU Category: MU-U, Mixed-Use Urban
Commissioner District: 1
Requested by: Buddy Page, Agent for Robertson and Brazwell, LLC, Owner
Planning Board Recommendation: Approval
Speakers: Buddy Page

BACKGROUND:

The above case was owner initiated and heard at the August 5, 2013, Planning Board Meeting. 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 case. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based 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-2013-07

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1 MR. BRISKE: Ms. Flowers, if you would,
 2 please come forward and be sworn in.
 3 (Eleanor Flowers sworn.)
 4 MR. BRISKE: Please state your name and
 5 address for the record.
 6 MS. FLOWERS: I'm Eleanor Flowers and my
 7 address is 1333 Eagle Drive, Cantonment.
 8 MR. TATE: Ms. Flowers, this is totally up
 9 to you, but after reviewing the staff's
 01:18 10 Findings-of-Fact, if you are in agreement with
 11 all of them, I'm ready to act if
 12 there's no one else that has anything to give
 13 input.
 14 MS. FLOWERS: That sounds good to me.
 15 MS. DAVIS: I'm ready to make a motion.
 16 MR. BRISKE: Let me get a couple
 17 housekeeping things out since we are
 18 quasi-judicial.
 19 Ms. Flowers, did you receive a copy of the
 01:18 20 staff's Findings-of-Fact?
 21 MS. FLOWERS: Yes, I did.
 22 MR. BRISKE: Do you understand that it is
 23 your responsibility to provide substantial
 24 competent evidence that the rezoning is
 25 consistent with the plan, furthers the goals,
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VOID

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1 MS. DAVIS: I'm ready to make a motion.
 2 (Motion by Ms. Davis.)
 3 MS. DAVIS: I move to recommend approval
 4 of Z-2013-06 of the rezoning application by
 5 petitioner, Ms. Eleanor Flowers, to the Board
 6 of County Commissioners and adopt the
 7 Findings-of-Fact presented by the staff.
 8 MR. WINGATE: Second.
 9 MR. BRISKE: A motion and a second. Any
 01:20 10 discussion?
 11 MR. WOODWARD: No question.
 12 MR. BRISKE: No question?
 13 MR. WOODWARD: No.
 14 MR. BRISKE: I thought you had a question.
 15 MR. WOODWARD: I don't have a question at
 16 all.
 17 MR. BRISKE: All those in favor, say aye.
 18 (Board members vote.)
 19 MR. BRISKE: Opposed?
 01:20 20 (None.)
 21 MR. BRISKE: The motion carries
 22 unanimously.
 23 (The motion passed unanimously.)
 24 (Conclusion of Case Z-2013-06. The
 25 transcript continues on Page 68.)
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1 objectives, and policies of the Comprehensive
 2 Plan and is not in conflict with any portion
 3 of the Land Development Code?
 4 MS. FLOWERS: Yes, I do.
 5 MR. BRISKE: Now, it's up to you. At this
 6 point you can say that you can accept the
 7 staff's Findings-of-Fact if you're in
 8 agreement with them and then I believe we have
 9 someone who can make a motion just to
 01:19 10 expedite the process, if you're okay with
 11 that.
 12 MS. FLOWERS: Yes, I accept that. The
 13 only one on here that I don't have any
 14 knowledge of is natural environment where they
 15 said there were hydric soils. I have not had
 16 a soil test and I think that would be
 17 something that when I sell the property if
 18 someone wants to build on it I'm assuming that
 19 test would then be done.
 01:19 20 MR. BRISKE: They would have to go through
 21 that process, that's correct.
 22 MS. FLOWERS: Other than that, I'm fine
 23 with everything.
 24 MR. BRISKE: Okay. Did you say you were
 25 ready to make a motion?
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VOID

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1 * * *
 2 CASE NO: Z-2013-07
 Location: 2755 Fenwick Road
 3 Parcel: 42-1S-30-3001-001-003
 From: R-5, Urban Residential/Limited
 4 Office District, (cumulative)
 High Density (20 du/acre)
 5 To: C-2, General Commercial and Light
 Manufacturing District (cumulative)
 6 (25 du/acre)
 FLU Category: MU-U, Mixed-Use Urban
 7 Overlay District: N/A
 BCC District: 1
 8 Requested by: Wiley C. "Buddy" Page, Agent for
 Robertson and Brazwell, LLC, Owner
 9
 01:20 10 MR. BRISKE: Our next case is Z-2013-7.
 11 Buddy Page is acting as the agent for
 12 Robertson and Brazwell, LLC, 2755 Fenwick
 13 Road, from R-5, Urban Residential, to a C-2,
 14 General Commercial.
 15 Once again, Members of the Board, any
 16 ex parte communication between you and the
 17 applicant's agents, attorneys, witnesses,
 18 Planning Board members or general public? I
 19 would ask that you respond if you visited the
 01:21 20 property and if you are a relative or business
 21 associate of the applicant or agents.
 22 Ms. Oram.
 23 MS. ORAM: No to all.
 24 MR. BRISKE: Thank you.
 25 Mr. Goodloe.
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1 MR. GOODLOE: No to all, but I have
 2 visited the site.
 3 MR. WOODWARD: No to all.
 4 MR. BRISKE: The Chairman. No to all.
 5 MR. TATE: No to all.
 6 MS. DAVIS: No to all the above.
 7 MR. WINGATE: I have visited the site.
 8 MR. BRISKE: Thank you.
 9 Staff, was notice of this hearing sent to
 01:21 10 all interested parties?
 11 MS. MEADOR: Yes, sir.
 12 MR. BRISKE: Did we also post a hearing
 13 notice on the subject property?
 14 MS. MEADOR: Yes, sir.
 15 MR. BRISKE: Mr. Page, do you have any
 16 objections to the photography and maps being
 17 shown? Okay. Staff, if you would, please.
 18 (Presentation of Maps and Photographs.)
 19 MR. JONES: You have the locational --
 01:21 20 it's Case Number Z-2013-07. The Future Land
 21 Use is Mixed Use Urban. The current zoning is
 22 R-5. They are requesting a C-2 zoning. So
 23 you have the locational criteria map. You've
 24 got the 500-foot radius zoning map. You have
 25 the Mixed Use Urban Future Land Use Map. You
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1 have the existing land use map. You have the
 2 aerial map.
 3 That's our public hearing sign that is
 4 posted. Looking east along the roadway.
 5 Looking north across. Looking south into the
 6 site. Looking south into the site again.
 7 Looking west along the site. The 500-foot
 8 radius map.
 9 Also there will be some additional
 01:22 10 information that staff may need to get
 11 presented in evidence when it comes to that
 12 part, some historical background analysis. We
 13 want to make sure that gets in the evidence,
 14 as well.
 15 MR. BRISKE: Is that an additional item
 16 that's not in the findings?
 17 MR. JONES: Yes.
 18 MR. BRISKE: Is it a handout?
 19 MR. JONES: It's PDF.
 01:23 20 MR. BRISKE: Mr. Page. Mr. Page, I'll
 21 remind you that you're still under oath from
 22 our previous items. Please state your name
 23 and address for the record.
 24 MR. PAGE: Buddy Page, 5337 Hamilton Lane,
 25 Pace, Florida.
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1 MR. BRISKE: On this case, Mr. Page, have
 2 you received a copy of the staff's
 3 Findings-of-Fact?
 4 MR. PAGE: I have.
 5 MR. BRISKE: Do you understand that it is
 6 your burden to provide substantial competent
 7 evidence that the rezoning is consistent with
 8 the plan, furthers the goals, objectives and
 9 policies of the Comprehensive Plan, and is not
 01:23 10 in conflict with the Land Development Code?
 11 MR. PAGE: I do.
 12 MR. BRISKE: Please proceed, sir.
 13 (Presentation by Buddy Page, previously
 14 sworn.)
 15 MR. PAGE: Mr. Chairman, this request for
 16 C-2 is for a piece of property that has a
 17 historical use as probably even an industrial
 18 one that started back in the early 1950s. It
 19 represented an area that had undergone a
 01:24 20 mining type of operation, which is present
 21 today. Several years back the mining
 22 operation offices and their lay-down area and
 23 their fenced frontage along Fenwick was sold
 24 separating it out from the industrial type use
 25 of the clay pit mining operation next door.
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1 I believe we will have at some point some
 2 aerial photography to show -- this is
 3 probably, Mr. Chairman, the first case I think
 4 I've ever had any experience with where a
 5 historical use of the property being
 6 nonresidential was actually infill with
 7 residential all around it, much like I would
 8 propose the airport over time with nearby
 9 residencies. But in any event, the historical
 01:25 10 use of the property has been tied with this
 11 industrial mining operation right next door.
 12 Also, looking at the aerial or the zoning
 13 map or the land use map, either one of those,
 14 this particular map here, I think, would be
 15 sufficient or if we have the zoning map that
 16 might be a little better because it goes out a
 17 little further. I think we can see here,
 18 Mr. Chairman. The red area and the R-5 area
 19 just below it are the two parcels that I speak
 01:25 20 of that started out in 1951, 2 or 3, as a
 21 single piece in the red recently sold off.
 22 The R-5 area as shown on this zoning map
 23 is actually the clay pit, mining sand and
 24 gravel type operation that's been underway for
 25 some period of time. It's certainly not an
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1 R-5 use. It's an ID-1, perhaps even an ID-2
 2 type of use.
 3 You also will note in this aerial down at
 4 the bottom where the boxes are where it says
 5 500-foot radius zoning, there's a red area.
 6 That particular piece of property is zoned
 7 C-1. I believe it's C-1. And it actually is
 8 the rear portion of a truss manufacturing
 9 facility that's been on Michigan Avenue. The
 01:26 10 property goes back this far, but it fronts on
 11 Michigan Avenue, and the best of our record
 12 keeping or review shows that it, too, predated
 13 the 1988-89 zoning that came into effect for
 14 the County.
 15 Moving north momentarily, Mr. Chairman, in
 16 the area that is within the circled area, but
 17 designated on the map as R-2, that particular
 18 site has been a Gulf Power transmission yard,
 19 if you will. I'm not sure what they're called
 01:26 20 other than there's a considerable amount of
 21 heavy electrical activity that goes on at that
 22 particular site. Access to that site for the
 23 cabling and the wires and so forth that are
 24 associated with it go down the westerly side
 25 of the R-5 property. You will see it actually
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1 is property that is split in color. The
 2 easterly portion of it is R-5. The westerly
 3 portion looks like it's zoned R-3, but all of
 4 that is the transmission line right-of-way
 5 that Gulf Power owns up this side property to
 6 this large Gulf Power yard and R-3.
 7 The R-5 activity or the area in the R-5
 8 activity as I indicated has had since the
 9 early fifties a considerable amount of truck
 01:27 10 traffic in and out. It continued back then
 11 even until this day to operate a sand mining
 12 operation.
 13 The property that we see outlined in red
 14 is now occupied by an industrial type use
 15 activity that's associated with laying heavy
 16 cable for Gulf Power and others as we
 17 understand it. They have a large lay-down
 18 area, as the aerials will show. They have
 19 large pieces of equipment, large trucks. They
 01:28 20 have large spools of wire and what have you.
 21 They have been the tenant there for many years
 22 and it's hoped that they will be a tenant
 23 there for many more years. The bank
 24 repossessed the property sometime back from
 25 the previous owner and in the selling of the
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1 property to the new owner a review of the
 2 existing zoning was part of the examination in
 3 their due diligence period and they found out
 4 that the property is not even closely zoned to
 5 what the property has been used for all of
 6 these years.
 7 So, Mr. Chairman, we are suggesting that
 8 we're doing a housekeeping effort here with
 9 the goal of trying to make those two things
 01:29 10 consistent. Our argument as far as that
 11 consistency goes is closely associated with
 12 the adjacent use, the three uses that I just
 13 outlined, Gulf Power to the north, the mining
 14 operation to the south, and the truss building
 15 operation even further south. This represents
 16 a corridor of activity that has a long
 17 historical use in that area, certainly as well
 18 as the piece of property that we're attempting
 19 to rezone and requesting to rezone before you
 01:29 20 today.
 21 Mr. Chairman, under Criterion (1), as far
 22 as consistency with the Comprehensive Plan, we
 23 concur with the staff's findings that it is
 24 compatible.
 25 Under Criterion (2), consistency with the
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1 Land Development Code, we think that the
 2 findings on that show that it is inconsistent,
 3 but we hope to be able to show you through use
 4 of photography and our narrative here today
 5 that we think that it is consistent in the
 6 sense of all the historical activity that's
 7 taken place.
 8 Criterion Number (3), compatibility with
 9 surrounding uses. The staff finds that the
 01:30 10 amendment to C-2 is not compatible with the
 11 existing uses, but it's been a use in that
 12 area such that the residential units that have
 13 been built next door to it, even when they
 14 cleared the lots, Mr. Chairman, back then you
 15 could look over and see that you were buying a
 16 lot next to an up and running operation for
 17 sand and gravel and so forth. So we think if
 18 we have a conundrum here before us it's a
 19 reverse one that we normally deal with in that
 01:30 20 this particular piece of property was ahead of
 21 all the residential areas for the most part
 22 that you will see in the aerials here very
 23 shortly.
 24 Changed conditions. We are unaware of
 25 anything significant out that way that's
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1 happened. There were four platted residential
 2 subdivisions, as we say, after all this
 3 started.
 4 Under Criterion (5), the effect on the
 5 natural environment, we see no effect because
 6 we see no change. We hopefully will be able
 7 to get a multi year lease with these people
 8 perfected once all of the zoning issues are
 9 taken care of.
 01:31 10 Mr. Chairman, finally under Criterion (6),
 11 development patterns, again, the staff, not
 12 surprisingly, would find it would not, if it
 13 were new today, result in a logical and
 14 orderly development pattern. But again, it
 15 predates our zoning. It predates our Land
 16 Development Code, Comprehensive Plan and the
 17 majority of the construction that surrounds it
 18 all the way around.
 19 So we would ask, Mr. Chairman, that the
 01:31 20 Board consider this use. As I say, it's
 21 somewhat unlike a lot of the cases before you
 22 where we have commercial encroaching on
 23 residential. This is a residential activity
 24 that came into play probably 20 or 30 years
 25 after the holes were starting to be dug, and
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1 the location of Gulf Power electrical yard,
 2 whatever that term might be.
 3 So, Mr. Chairman, that represents our
 4 case. I'll be happy to stand by for
 5 questions.
 6 MR. WOODWARD: Let me ask you a question.
 7 MR. PAGE: Yes, sir.
 8 MR. WOODWARD: What you're suggesting is
 9 that the residential development is under the
 01:32 10 moot to the nuisance sort of approach.
 11 MR. PAGE: Yes, sir.
 12 MR. WOODWARD: Secondly, let me ask you is
 13 the mining operation still up and running or
 14 is it dormant at this time?
 15 MR. PAGE: It's up and running, yes, sir.
 16 MR. WOODWARD: Do they access around that
 17 little corridor that's left; is that how they
 18 get back there?
 19 MR. PAGE: Mr. Chairman, yes, they do.
 01:32 20 They access it down, as you will see, down
 21 that left-hand side, the westerly red line.
 22 You will also see a dark line, some type of
 23 asphalt operation that they come in on. And
 24 in the lower right-hand corner you can see
 25 what's left of a large circular area that is
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1 probably either current or maybe a historical
 2 quarry.
 3 MR. WOODWARD: There was one more question
 4 I wanted to ask but you led me astray. I'll
 5 come back to it.
 6 MR. BRISKE: Any other questions for
 7 Mr. Page at this time?
 8 MS. DAVIS: I do have a question. So what
 9 we're saying is that this has been
 01:33 10 grandfathered in during all these years;
 11 there's never been a break in time?
 12 MR. PAGE: There has not.
 13 MR. BRISKE: Mr. Wingate.
 14 MR. WINGATE: Would you say that this
 15 particular area is an isolated commercial
 16 industrial type district?
 17 MR. PAGE: Mr. Chairman, in response to
 18 that question, I would have to say that. It
 19 started out and pretty well exists now as an
 01:33 20 isolated type of activity, but access to that,
 21 Mr. Wingate, has always been down the road in
 22 front of the residential subdivision to the
 23 west. Trucks to and from that operation
 24 generally turn mostly west to go down and turn
 25 again to the south to come down and access
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1 Michigan Avenue at the traffic light, so it is
 2 historical, yes, sir.
 3 MR. WOODWARD: I remembered my question.
 4 What you're telling me -- let's see if this is
 5 what precipitated the issue. The land was
 6 leased from an owner who had it mortgaged to a
 7 financial institution which resulted in a
 8 foreclosure?
 9 MR. PAGE: Yes, sir.
 01:34 10 MR. WOODWARD: It's gone to sale. There's
 11 a new owner. The new owner is having
 12 difficulty getting title insurance is what I
 13 hear you say.
 14 MR. PAGE: Precisely.
 15 MR. WOODWARD: Because of the issues
 16 arising out of the zoning; is that correct?
 17 MR. PAGE: That's correct.
 18 MR. WOODWARD: So what we're doing is
 19 cleaning up their title issues?
 01:35 20 MR. PAGE: To an extent, yes, sir.
 21 MR. BRISKE: Mr. Tate.
 22 MR. TATE: To ask it in a different way,
 23 there's no threat of not being able to do the
 24 work that's there today by the new owner?
 25 MR. PAGE: That's correct. That is
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1 correct.
 2 MR. TATE: Without a change?
 3 MR. PAGE: That's correct.
 4 MR. BRISKE: Any other questions at this
 5 point? Okay. Stand by. We will probably
 6 have more.
 7 Mr. Wingate, did you have one?
 8 MR. WINGATE: Mr. Chairman, you know,
 9 sometimes it's really educational to visit
 01:35 10 these sites and in visiting this site with
 11 more kind of like education, you see all those
 12 Gulf Power lines and the Gulf Power utility
 13 coming in through there, and you saw an old
 14 pit was there, and then you saw where there
 15 was storage. That was probably the cleanest
 16 part of the whole operation where they're
 17 storing but getting changed now. But the
 18 other area at some point it looked like it
 19 needs to be -- to protect that community it
 01:36 20 needs to be changed or rectified because
 21 that's been there, I mean, for years.
 22 MR. WOODWARD: Mr. Wingate, the reason I
 23 asked Mr. Page the question I did is that when
 24 somebody buys a piece of property at
 25 foreclosure you're usually getting a handful
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1 of mess from a legal point of view and so this
 2 is part of their cleaning up the title so that
 3 they can do whatever they want to do with it,
 4 whatever it is, because they're hamstrung at
 5 this point with an inconsistent zoning.
 6 MR. BRISKE: We'll come back to Mr. Page
 7 with further questions. We'll have the staff
 8 presentation at this point. I would ask that
 9 the staff please make sure that you clearly
 01:36 10 identify Criterion (4) and the position.
 11 We're typically used to seeing that there are
 12 or are not changed conditions as an
 13 affirmative statement. That's not in this
 14 one. It just discusses some of the stuff in
 15 the background, so I would like to have on the
 16 record whether it is or is not a changed
 17 condition. So, if you would, please.
 18 (Presentation by Horace Jones, previously
 19 sworn.)
 01:37 20 MR. JONES: Again, my name is Horace
 21 Jones. As stated earlier, the applicant is
 22 requesting from R-5 zoning to C-2 zoning. The
 23 issue at hand is Criterion (2).
 24 Criterion (1), as Mr. Page stated, is
 25 consistent and staff concurs with that
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1 particular finding.
 2 Criterion (2), which is the one that --
 3 basically is one of the ones that may be
 4 challenging. As you can see in the findings,
 5 the proposed amendment to C-2 is not
 6 consistent with the intent and purpose of the
 7 Land Development Code as it would create spot
 8 zoning and requires exemption of the roadway
 9 requirements. While the proposed zoning
 01:38 10 category and the existing commercial use are
 11 not consistent, the use is a legal
 12 nonconforming use. Mr. Page definitely said
 13 that and staff will go further in the criteria
 14 later and present some evidence to that fact.
 15 That use predates the Land Development
 16 Code and much of the surrounding uses. The
 17 rezoning is being sought as a precaution in
 18 the sale of the property and meant to bring
 19 the zoning into compliance with the existing
 01:38 20 use, as presented by Mr. Page, as well.
 21 The location and the nature of the site
 22 present significant difficulties for
 23 commercial development and would preclude many
 24 of allowable C-2 uses.
 25 Land Development Code Article 7.20.03
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1 provides for exemptions to the locational
 2 criteria in cases where more than 50 percent
 3 of the block is either zoned or used for
 4 commercial development. Staff identifies the
 5 block in this case to be the properties
 6 fronting the south side of Fenwick Road
 7 between Memphis Avenue and Sondu Avenue. Just
 8 over 53 percent of the block is commercial
 9 development and has been for many years. The
 01:39 10 proposed amendment does meet the requirements
 11 for this exemption.
 12 The next criterion is Criterion (3), and
 13 we may want to pull up the PDF to highlight
 14 some points in this.
 15 MR. BRISKE: Let me stop you right there.
 16 MR. JONES: Yes, sir.
 17 MR. PAGE: Mr. Page, have you received a
 18 copy of this additional information that's
 19 being added to the findings?
 01:39 20 MR. PAGE: I have reviewed it, yes, sir.
 21 MR. BRISKE: All right. Go ahead.
 22 MR. JONES: Do we need to accept this in
 23 evidence?
 24 MR. BRISKE: It was not presented as part
 25 of the original package, so it would probably
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1 be a good idea to bring it in. The Chair will
2 entertain a motion to accept this in as
3 additional staff findings.

4 MR. WOODWARD: So moved.

5 MR. GOODLOE: Second.

6 MR. BRISKE: A motion and a second. Any
7 discussion? All those in favor, say aye.

8 (Board members vote.)

9 MR. BRISKE: Opposed?

01:39 10 (None.)

11 MR. BRISKE: We'll bring that in as an
12 addition to the staff's Findings-of-Fact.

13 (The motion passed unanimously.)

14 MR. JONES: Compatible with the
15 surrounding uses. That was one of the issues
16 that Mr. Page did talk about, so I want to --
17 before we get to it, I want to read the first
18 paragraph.

19 The proposed amendment is not compatible
01:40 20 with the surrounding and existing uses in the
21 area. Within the 500-foot radius impact area,
22 staff observed properties with zoning
23 districts R-2, R-3 and R-5. There are 44
24 single-family residences. This property is
25 surrounded by subdivisions and homes clearly.

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1 Now, from the background analysis, an
2 historical analysis of the parcel in question,
3 there have been commercial operations
4 associated with this site prior to the R-5
5 zoning classification. As you can see in just
6 flipping through some maps, that's 1964, 1976,
7 1980, predating zoning, 1986. That's all. So
8 you can see where that commercial operation,
9 that landfill, as offered by Mr. Page, as
01:41 10 well, has been there. That mining operation
11 has been there.

12 But it is evident from the zoning and the
13 existing land use map that the parcel is
14 surrounded by residential development.

15 If you can pull up the existing zoning and
16 existing land use map. You can see that it's
17 surrounded by residential homes. That's why
18 we have to put that into perspective with the
19 information that Mr. Page presented, as well.

01:41 20 MR. WOODWARD: Mr. Jones, let me ask you a
21 question. Is it at all possible that when
22 this zoning plan was put in somebody made a
23 mistake?

24 MR. JONES: I wasn't there, so I can't
25 really address that question.

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1 MR. WOODWARD: Because that's what it
2 looks like to me. Somebody didn't go look at
3 the land when they did the zoning.

4 MR. JONES: Again, Mr. Woodward, I refuse
5 to address that question.

6 MR. WOODWARD: It is possible? We're not
7 going to put you in jail. Is it possible
8 there's historical data in this office that
9 would reveal that?

01:42 10 MR. JONES: Well, we do have the maps, but
11 I still don't know how they did the zoning
12 back then. We've heard that there were some
13 things that may not have been done as they
14 should have been. Again, I wasn't there, so I
15 cannot speak.

16 MR. WOODWARD: It looks like we're
17 straining at straws here.

18 MR. JONES: Okay. Anything else,
19 Mr. Woodward?

01:42 20 MR. BRISKE: Mr. Wingate, did you have a
21 question?

22 MR. WINGATE: Mr. Chairman, I think to
23 clear up what Mr. Jones is kind of going at,
24 back before his day, when zoning first came
25 in, it got to be very political. Everybody

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1 wanted their piece of property zoned a certain
2 way to their opinion, and it was an election
3 year. So certain people just didn't get
4 bothered. So a lot of zoning and the way
5 things were, that's how a lot of the things
6 that we're having nightmares on some of these
7 zoning changes right now and the Comprehensive
8 Plan and all come in and it got mapped. So we
9 get a box that sometime -- that some of the
01:43 10 areas that -- I see it all the time -- that
11 sometimes we need to relook at the whole
12 county in some areas, because some things just
13 wasn't done right during that time, but it was
14 political and how do you correct political?

15 MR. TATE: Can I ask Mr. Wingate to
16 clarify, not specifically who or what, but at
17 the time were you involved in the Planning
18 Board?

01:43 20 MR. WINGATE: I was on the Planning Board
from day one.

21 MR. TATE: I'm saying from his
22 perspective, that's what I wanted to get, that
23 perspective that Mr. Wingate was there and did
24 it and done it and he's not just saying it
25 because he lives here, was actually part of

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1 the process. And other Planning Board members
 2 that you can talk with at the time would just
 3 tell you some amazing stories. That's all I
 4 wanted to show is Mr. Wingate's perspective is
 5 from actually being part of this Board, not
 6 just because he was a resident of the County.
 7 MR. WOODWARD: Let me suggest that a lot
 8 of people get excited about things that happen
 9 after they move to the nuisance. You know,
 01:44 10 they put these subdivisions, according to what
 11 you've told us, in after this pit, this quarry
 12 was there. It's called due diligence. You
 13 look out the back window and see what's there.
 14 It's like the people in Valparaiso raising
 15 hell about Eglin Air Force Base. Eglin Air
 16 Force Base was there before there ever was a
 17 Valparaiso and people moved to Valparaiso and
 18 they turn around and bitch and moan about loud
 19 airplanes. It's just like we -- I don't
 01:44 20 understand the people over on Summit Boulevard
 21 live right by the airport and build big
 22 houses. It makes no sense to me, but
 23 nevertheless it appears to me that this may
 24 well have been a mistake at the time the
 25 zoning came around. I think we should do
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1 whatever we need to do to sort it out.
 2 MR. BRISKE: Mr. Jones, would you, just as
 3 a refresher to everyone, I think there's three
 4 key years, was it '89, '93 and '96, that the
 5 zoning and the regulations came in?
 6 MR. JONES: Yes, sir. From my looking at
 7 some of the old zoning, layouts of some of the
 8 historical documents, '86, '89, '93, that's
 9 when the zoning was coming to Escambia County.
 01:45 10 Basically it was told to me -- and I think
 11 some of our records indicate -- that the
 12 State, which was the former DCA, had to
 13 really, really tell Escambia County to do it.
 14 And I think at the time there was some
 15 reluctance, because this area had been zoned
 16 and people had been doing what they wanted for
 17 such a long time until zoning came in. And we
 18 still have that same problem today. But '89,
 19 '87 -- between '86 and 1993.
 01:46 20 MR. WOODWARD: There is an interesting
 21 thing about quarries and oil wells. You have
 22 to build them where the stuff is. You don't
 23 go drill for oil in my back yard because there
 24 isn't any, but you go to Jay and you might
 25 find some. The same thing about gravel pits
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1 and clay pits. They're where they are. This
 2 is the way it started. I think that we're in
 3 the posture of correcting a former error.
 4 MR. BRISKE: Mr. Jones, you're on
 5 Criterion (3), I believe.
 6 MR. JONES: Again, while these are
 7 disparate uses, the effects of the commercial
 8 use can be alleviated through design
 9 standards. Any new development, if the
 01:46 10 proposed zoning designation is approved, will
 11 be governed by a codified set of screening and
 12 buffering standards specific to the use and
 13 intensity proposed. These requirement shall
 14 be required to lessen the severity of any
 15 potential adverse impacts, as well as foster
 16 and promote a harmonious relationship for a
 17 broad range of commercial uses.
 18 Criterion (4), changed conditions. This
 19 is to address some of your concerns,
 01:47 20 Mr. Briske.
 21 Staff research of the historical area
 22 photographs shows the rezoning site and
 23 adjacent pit, as we've just seen, as an active
 24 concern as far back as 1976. While there are
 25 four platted residential subdivisions within
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1 the 500-foot radius, the commercial activity
 2 on the subject site predates at least one plat
 3 and many homes in the other subdivisions.
 4 Then we go to Criterion (5), which is
 5 that's not an issue per se.
 6 Then Criterion (6), while the proposed
 7 amendment would not result in an orderly
 8 zoning pattern and would create spot zoning,
 9 it would resolve the legal nonconforming
 01:48 10 status of the site and the existing use.
 11 It's in your hands.
 12 MR. BRISKE: It's currently classified as
 13 a legal nonconforming use. It would stay that
 14 way. If the Board changes it, then anything
 15 that would be allowed in the C-2 would be
 16 allowable on that property.
 17 MR. JONES: Yes, sir.
 18 MR. BRISKE: Just to clarify.
 19 Mr. Goodloe, do you have a question?
 01:48 20 MR. GOODLOE: I still have a question on
 21 Criterion (4). Mr. Jones, are you stating now
 22 in the staff findings that there would not be
 23 any changed conditions?
 24 MR. JONES: As you can see from all the
 25 maps, there's definitely some changed
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1 conditions because the homes came around the
 2 pit or the mining operations, so if you want
 3 to say the subdivisions came after, you can
 4 call that a changed condition, as well. But
 5 as far the site, the site has always been in
 6 existence as is from that time.

7 MR. BRISKE: So really, staff is finding
 8 on four of the six criterion that it's not
 9 consistent?

01:49 10 MR. JONES: Right.

11 MR. BRISKE: Four out of the six. Okay.
 12 Mr. Page, do you have cross-examination of
 13 the staff presentation or do you want to wait
 14 until the end?

15 MR. PAGE: I'll wait.

16 MR. BRISKE: We do have some folks signed
 17 up from the public that wish to speak. I
 18 would remind everyone from the public who
 19 wishes to speak, please note that we base our
 01:50 20 decision only on the criteria and exceptions,
 21 the six criteria described in Section
 22 2.08.02.D of the Land Development Code. We
 23 don't consider general statements of support
 24 or opposition and we ask that you limit your
 25 testimony to just those criteria or
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1 the street. My son has to walk all the way to
 2 the end of Fenwick, at the corner of Memphis
 3 and Fenwick, to catch a bus and walk home.

4 Now, I know Mr. Page has said that that
 5 business has been there for a long time and it
 6 has. But the amount of heavy equipment being
 7 brought in and the truck traffic being brought
 8 in and out has only been happening for the
 9 last several years, so it's grown as far as
 01:51 10 the amount of traffic going in and out of
 11 there. I'm not sure where they went in and
 12 out before when I first moved in, but it's
 13 only been in the last several years. So we
 14 have kids that ride their bikes.

15 And regardless of past mistakes in zoning,
 16 all I want to say is you can't change the fact
 17 that all the way around that is nothing but
 18 residential, so past mistakes are not -- you
 19 can't -- there's homes everywhere. There's
 01:52 20 kids everywhere, and they are building up in
 21 there. Just at my bus stop alone on Neshota
 22 and Windstone, there's 18 elementary kids, 18,
 23 that just catch that bus alone just at that
 24 one stop. So they're coming from Sondu and
 25 Neshota, and some of them down here in this
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1 exceptions. Please also remember that only
 2 people who are here today speaking in front of
 3 this Board will be allowed to speak in front
 4 of the Board of County Commissioners.

5 Our first speaker is Robin Foster. Please
 6 come forward. Good morning, Ms. Foster.
 7 Please be sworn in.

8 (Robin Foster sworn.)

01:50 9 MR. BRISKE: Please state your name and
 10 address for the record.

11 MS. FOSTER: My name is Robin Foster. I
 12 live at 2366 Windstone Drive.

13 MR. BRISKE: Good morning. Go ahead,
 14 please.

15 MS. FOSTER: I just want to speak about
 16 Criterion (3), the surrounding uses. I live
 17 right there off of Windstone. Can we go back
 18 to that map? It's the one with the -- yeah,
 19 that one.

01:51 20 I live right there. It's just on the
 21 outer circle of the 500-foot circle, right
 22 there on Windstone, where Neshota meets. I've
 23 been there for 14 years and we've had five
 24 kids, and there's kids all in that
 25 neighborhood that ride bikes, walk up and down
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1 other residential are coming that way, going
 2 past Danella, or whatever they're called,
 3 Danella, and all those heavy trucks and all
 4 that heavy equipment and they go all the way
 5 down into that cul-de-sac down there.

6 So I just want to speak from a resident
 7 standpoint that it has grown in the last
 8 several years as far as the amount of traffic,
 9 vehicle traffic, the trucks. The roads are --
 01:53 10 all of Fenwick is tore up because of their
 11 heavy traffic and stuff like that, and their
 12 heavy equipment that they've brought in.

13 That's what I wanted to say. That's all I
 14 have to say.

15 MR. WOODWARD: I have a question. Was the
 16 operation there when you moved there?

17 MS. FOSTER: Well, there was a building
 18 there.

19 MR. WOODWARD: It's a yes or no question.

01:53 20 MS. FOSTER: Yes, but they've expanded
 21 that.

22 MR. BRISKE: Any other questions of
 23 Ms. Foster? Mr. Page, do you have any cross?

24 MR. PAGE: No, sir.

25 MR. BRISKE: Jennifer Suarez.

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1 (Jennifer Suarez sworn.)
 2 MR. BRISKE: Good morning.
 3 MS. SUAREZ: Good morning.
 4 MR. BRISKE: Please state your name and
 5 address for the record.
 6 MS. SUAREZ: I'm nervous and talk fast. I
 7 apologize. I would like to start with some
 8 clarification from Mr. Page. He has talked
 9 about --
 01:53 10 MR. BRISKE: Just a moment, Ms. Suarez.
 11 Go ahead and just state your name and address
 12 for the court reporter.
 13 MS. SUAREZ: Jennifer Suarez, 2371
 14 Windstone Drive.
 15 MR. BRISKE: That's just in case you want
 16 to come speak in front of the Board of County
 17 Commissioners we have it on record that you
 18 were here.
 19 MS. SUAREZ: Absolutely.
 01:54 20 MR. BRISKE: Go ahead.
 21 MS. SUAREZ: Again, I'm a resident in the
 22 area so I have a personal stake in this. But
 23 I have -- you mentioned due diligence. It's
 24 zoned R-5. When you drive by Fenwick, the
 25 little parcel of land, you can't tell there's
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1 a pit back there. This is where we're getting
 2 off track. Mr. Page is asking specifically
 3 about what's in the red area. The quarry or
 4 whatever is in the other -- it's not even a
 5 property that's being in question right now.
 6 There's no mining on the property in question,
 7 so I feel we're getting out of scope there, so
 8 we need to focus on what's happening there.
 9 He also stated that the current tenant has
 01:54 10 been there for many many years. Absolutely
 11 not. In 2007 it was Fountain Engineering.
 12 Then after that it was South End Contractors
 13 that bought it. They went into foreclosure.
 14 And Danella has been in there for a couple of
 15 years maybe. They're a very large national
 16 corporation, lots of trucks in the
 17 neighborhood, lots of disruption. And they do
 18 not exit on West Fenwick. They drive through
 19 our neighborhood, large trucks with telephone
 01:55 20 poles, semi trucks, clearly not intended for a
 21 residential area. So we have that, the size
 22 of trucks. I have so many notes. I'm sorry.
 23 I realize they're trying to get the zoning
 24 because they have not purchased the property
 25 yet. One thing also I want to mention. In
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1 2007, I started calling Wilson Robinson, one
 2 of the purchasers, and obviously in 2007 I
 3 called him when there were problems with the
 4 area, and again in May 2008. They were
 5 driving on the back of my property, causing
 6 divots in my land. This has been a problem in
 7 our community, which my neighbor and I, many
 8 of the neighbors and I, we've discussed.
 9 So, yes, they have been there, but the new
 01:56 10 tenant Danella -- he stated he wants to create
 11 a multi year lease, and if it's rezoned it's
 12 going to allow them to grow bigger and do more
 13 in the community. We can't have that. I
 14 realize we built around it, but if you drive
 15 by there, which I thank you, Mr. Wingate, for
 16 investigating, you do not see the quarry pit
 17 back there. And again we're focusing only on
 18 the property in question today, not the quarry
 19 pit, it's just the building and the trucks
 01:56 20 that park there.
 21 I think that's really about some of the
 22 biggest things I could talk about. Any
 23 questions?
 24 MR. WOODWARD: Let me ask you a question.
 25 Was there an operation in that space when you
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1 moved there?
 2 MS. SUAREZ: Not in the capacity in which
 3 it is now.
 4 MR. WOODWARD: That's not my question and
 5 you didn't answer my question. I move to
 6 strike. It's a yes or no answer, ma'am. It's
 7 a yes or no answer.
 8 MS. SUAREZ: Mr. Woodward, I don't
 9 understand why you're getting so emotional and
 01:56 10 upset with me.
 11 MR. WOODWARD: Just answer my question.
 12 MS. SUAREZ: There was a building there in
 13 operation, yes.
 14 MR. WOODWARD: The answer is yes or no.
 15 MS. SUAREZ: Yes, there was.
 16 MR. WOODWARD: Now, would you like to
 17 explain?
 18 MS. SUAREZ: As I've said, it was not the
 19 capacity in which it is now. It's changed
 01:57 20 hands several times and it's getting bigger
 21 and bigger. I started calling our County
 22 Commissioner to stop this and now he's going
 23 and buying it, so I just see issues with that.
 24 MR. WOODWARD: Well, that's not a concern
 25 of ours. The fact that it's been there --
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1 MS. SUAREZ: Yes. And we're protecting
 2 our best interest.
 3 MR. WOODWARD: Ma'am, may I finish?
 4 MS. SUAREZ: Sure.
 5 MR. WOODWARD: It's been there long before
 6 you came; is that correct?
 7 MS. SUAREZ: That is correct.
 8 MR. WOODWARD: And long before those
 9 subdivisions were built?
 01:57 10 MS. SUAREZ: That is correct.
 11 MR. WOODWARD: Thank you.
 12 MS. SUAREZ: And I know it was planning
 13 with it being an R-5.
 14 MS. DAVIS: I do have a question. You
 15 mentioned that there were power trucks going
 16 by.
 17 MS. SUAREZ: Not power trucks, large
 18 trucks that were --
 19 MS. DAVIS: With telephone poles?
 01:57 20 MS. SUAREZ: Yes. And they were part of
 21 the tenant at Fenwick. It is not Gulf Power.
 22 MS. DAVIS: North of this property in R-2
 23 there is a property that says utility. Do you
 24 know what that property is?
 25 MS. SUAREZ: Yes, it's Gulf Power and they
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1 rarely have trucks there. They did some
 2 remodeling recently, which caused some trucks
 3 to be there, but they did not drive into our
 4 neighborhood.
 5 MR. TATE: The Gulf Power site is a static
 6 site.
 7 MS. SUAREZ: Absolutely, yes, there's not
 8 people coming and going.
 9 MS. DAVIS: Thank you.
 01:58 10 MS. SUAREZ: Any other questions?
 11 MR. BRISKE: Thank you, Ms. Suarez.
 12 Horace, I have a question. Ms. Suarez
 13 brought up a good point which is that the
 14 subject parcel to our rezoning is that parcel
 15 there at the front which is the commercial
 16 parcel and not necessarily the operation of
 17 the pit. You said that it is a legal
 18 nonconforming use. However, it sounds like
 19 there's been change of ownership over some
 01:58 20 course of time. Wouldn't that exclude --
 21 MR. JONES: The change in ownership does
 22 not impact the legal nonconforming status. It
 23 has to do with the commercial operations on
 24 the site, not the change of ownership.
 25 MR. TATE: And a follow-up to that same
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1 question, if this parcel was dormant for over
 2 a year, then no operation of any commercial
 3 type could take place on it.
 4 MR. JONES: Right, except for whatever is
 5 allowed in the zoning category.
 6 MR. TATE: Within an R-5 zoning.
 7 MR. JONES: Yes.
 8 MR. TATE: With that in mind, we're saying
 9 that this same operation has continued? I
 01:59 10 mean, Fountain Engineering is definitely not
 11 the commercial use that's there today.
 12 MR. JONES: As far as the commercial
 13 operation, that property has always been used
 14 as a commercial operation. Many times when --
 15 it not quite typical. If you don't increase a
 16 certain size, a similar use, you can go back
 17 in without coming to see us, so these are some
 18 things that could have happened, but the
 19 commercial operation, from a historical
 01:59 20 analysis, there has always been a commercial
 21 use on that particular site. Even with the
 22 neighbors, they stated that, as well.
 23 MR. BRISKE: So let's just clarify for the
 24 public's concern. As long as these
 25 individuals continue to operate the same way
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1 that they have been they're not in violation
 2 because they are a legal nonconforming use.
 3 MR. JONES: Based upon what is presented
 4 to us under the code.
 5 MR. BRISKE: So we're not going to stop
 6 this operation from happening. We're not
 7 going to stop any of that from happening at
 8 this Board. It will continue as a legal
 9 nonconforming use.
 02:00 10 MR. JONES: Yes.
 11 MR. BRISKE: By changing the zoning,
 12 though, we do open up to allow additional uses
 13 which are not there. I would like to point
 14 out, if we could bring that up, the difference
 15 between how it's being treated now as an R-5.
 16 It's commercial at this point, but what other
 17 uses could potentially be on the site? I
 18 think that's something that we need to bring
 19 into record.
 02:00 20 MR. JONES: Yes, sir, even as in other
 21 cases, C-2, as in the past zoning case, C-2 is
 22 very very extensive, extremely. It allows
 23 for -- and it's on the record. It allows for
 24 bars, it allows for night clubs, it allows
 25 for --
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PLANNING BOARD REZONING HEARINGS - MAY 6, 2013

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1 MR. BRISKE: Can we have that brought up
 2 on the screen, please?
 3 MR. JONES: Just in a nutshell, it's very
 4 very -- it's general, open outdoor sales,
 5 manufacturing. It even allows for borrow
 6 pits. It's very very open. It even allows
 7 for light industrial activities with outside
 8 use, manufacturing. Adult entertainment.
 9 Those are some of the intense uses that could
 02:01 10 be problematic within the area.
 11 MR. BRISKE: Mr. Wingate.
 12 MR. WINGATE: If this zoning were
 13 approved, everything that they're doing there
 14 right now would become legal.
 15 MR. JONES: Let me put it this way, it
 16 would be conforming to the Land Development
 17 Code.
 18 MR. WOODWARD: It's legal now.
 19 MR. BRISKE: It's a nonconforming use now.
 02:02 20 MR. JONES: Right.
 21 MR. BRISKE: Which is basically
 22 grandfathered in.
 23 MR. WINGATE: And if it's changed -- I
 24 have this hangup about barriers. If this is a
 25 commercial site and all the subdivisions have
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1 built in around it, couldn't that become a
 2 fenced isolated protective requirement to
 3 protect the business from the neighborhood by
 4 a fence or barrier? I know when you build a
 5 subdivision and it's residential and then
 6 there's C-2, most of the developers now they
 7 will put up a barrier behind it and then
 8 there's other stuff there, you know.
 9 MR. JONES: If it was a new site per se,
 02:03 10 there would be some buffering standards as far
 11 as screening and buffering and vegetation.
 12 Yet, with the site as is, the only thing that
 13 basically could be done is minimum, very very
 14 light buffering and screening standards. It's
 15 not a new lot, so we won't require them to
 16 come back in and put more buffering in, if
 17 it's not necessary.
 18 MR. WINGATE: If a person wanted a buffer,
 19 the owner of the adjoining property would have
 02:03 20 to put the buffer.
 21 MR. JONES: It will be strictly upon them
 22 to do that.
 23 MR. BRISKE: Mr. Goodloe.
 24 MR. GOODLOE: Mr. Chairman, one
 25 observation, if you go out to the area along
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1 Memphis Avenue there are numerous speed bumps
 2 on that road, which would in effect cause any
 3 commercial development or commercial activity
 4 to focus on Fenwick for most of their
 5 throughway, so I would suggest that they
 6 probably are not using Memphis as it's been
 7 briefly discussed and they're restricting most
 8 of their traffic to Fenwick.
 9 MR. BRISKE: Any additional questions?
 02:04 10 Mr. Page, closing statement? I'm sorry.
 11 Let me go back to the public comments.
 12 Is there anyone else that wishes to speak
 13 on this matter? I hereby close the public
 14 comment portion.
 15 Mr. Page, your closing statements, please.
 16 MR. WOODWARD: Let me ask Mr. Page another
 17 question. What specifically are the
 18 exceptions in the title that's giving these
 19 people a rash?
 02:04 20 MR. PAGE: My understanding is that it's
 21 inconsistency between the zoning and the use.
 22 MR. WOODWARD: Well, Mr. Jones has just
 23 now told us that it's a legal nonconforming
 24 use.
 25 MR. PAGE: But not zoning.
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1 MR. WOODWARD: I understand that.
 2 MR. PAGE: It is a legal nonconforming use
 3 now. We're attempting to straighten out the
 4 use with the zoning category.
 5 Mr. Chairman, I would add to that a couple
 6 of items. We heard comments regarding
 7 traffic. I can assure you traffic leaving the
 8 site goes to Michigan for the benefit of the
 9 traffic light. We witnessed that on the site
 02:05 10 at least on two occasions in spite of the
 11 speed bumps.
 12 We heard comments about children in the
 13 area. I would think that speed bumps would
 14 certainly assist that. Certainly that's a
 15 concern.
 16 We heard about a long laundry list of
 17 about 22 items that I recall that are allowed
 18 under C-2 and one of which does include the
 19 selling of alcohol. All things being equal,
 02:06 20 I'm not sure if there are churches within a
 21 certain distance or kindergartens or so forth.
 22 But my point being we would certainly not
 23 object to the Board considering the newer C-2
 24 category that doesn't allow the night clubs
 25 and the alcohol sales and those type of
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1 things. We certainly do not have a problem
 2 with that because that's not the intent of
 3 what we're after.
 4 Mr. Chairman, I would suggest again that
 5 this was first and it itself has been
 6 encroached upon by the residential
 7 development.

8 And I also would go back to try to clarify
 9 just very briefly. Alvin is exactly right.

02:06 10 He was here from day one on the Planning
 11 Board. And I can also add that at that
 12 particular time I was the director of Planning
 13 and Engineering here when the County went
 14 after a contract to have all of this work
 15 done. So when you see the staff over here
 16 smile a little bit when someone says well,
 17 somebody a long time ago could have
 18 straightened that out, well, that probably
 19 could have been me. However, his analogy of
 02:07 20 our public meetings was exactly correct.

21 We had a County Commissioner from out in
 22 this area, I'll leave it at that, that was
 23 present at some of these meetings. We had
 24 maps up on the wall and he invited anyone
 25 there who wanted their particular piece of
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1 property or area zoned or categorized in a
 2 certain area, to come on down. Those were the
 3 very words.

4 So there's been a lot to try to straighten
 5 up. And a lot of things that were zoned as
 6 far as a heavier use back then, it's a little
 7 difficult for the County to be in a position
 8 now to downzone that and not risk being sued
 9 from one side of Escambia County to the other.

02:07 10 But all of that was done under contract
 11 with an individual out of Destin, Florida,
 12 that did five western counties, developing the
 13 Land Development Code and the Comprehensive
 14 Plan.

15 That individual reported to the County
 16 Commissioners, not through staff and not
 17 through the Planning Board that we had at that
 18 time, so the Planning Board had a very
 19 difficult time in trying to get a handle on

02:08 20 what was going on. And this individual from
 21 out this way was elected chairman and things
 22 went pretty fast from that point on and I'll
 23 leave it, Mr. Chairman, at that.

24 We could have done a better job if we had
 25 had an opportunity to be able to raise our
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1 hands and ask questions and so forth, but such
 2 was not the case at the time.

3 Mr. Chairman, Ms. Suarez, I think,
 4 probably would have a small amount of
 5 consolation in knowing that we're not
 6 attempting to ask for a consideration of an
 7 industrial category here, which certainly this
 8 particular piece before it was carved out was
 9 all part of that type of activity. We're
 02:09 10 asking for something considerably less than
 11 that, C-2, as it is. We think it's a fair
 12 request. We think that it is something, given
 13 the information and the aerial photography
 14 that has been presented to you here, has
 15 support and we ask the Board for their
 16 consideration. Thank you.

17 MR. BRISKE: Board members, any questions
 18 of Mr. Page or the staff?

19 MS. DAVIS: Mr. Chairman, I'm going to
 02:09 20 have to recuse myself. I know both owners
 21 very well.

22 MR. BRISKE: Okay. We'll pull out the
 23 form and have you fill out one of the forms.

24 MR. TATE: Ms. Davis, you're referring to
 25 the owners of the current property?

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1 MS. DAVIS: Yes. Brazwell and Robertson.

2 MR. BRISKE: You are still permitted to
 3 participate in the discussion. You just won't
 4 be allowed to vote on the item.

5 Discussion among the Board?

6 MR. TATE: I don't have any questions, but
 7 as a matter of discussion, the use of this
 8 just really kind of sticks with me. I mean,
 9 from Fountain Engineering to where they are
 02:10 10 today, they're night and day. I just don't
 11 see it as -- yeah, I can see it as a continued
 12 commercial use, but Fountain Engineering could
 13 have operated in an R-6 environment, if I
 14 remember -- I mean, right, in a little office
 15 setting?

16 MR. JONES: Yes.

17 MR. TATE: So, you know, that's consistent
 18 with an R-5 neighborhood. Now, we're jumping
 19 way ahead. And my personal opinion is it's
 02:10 20 not the Board's business to fix title issues.

21 The use -- we can't stop what's on the ground.
 22 It's there. It can continue. It can be sold
 23 a dozen times and continue. But the change
 24 allows when it's sold, and I state that when,
 25 I'm not saying that there's some magic plan to

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1 buy it today and sell it tomorrow for
 2 increased value. The value is there because
 3 it's a commercial site. Then it really
 4 becomes a problem in the area. I mean, you've
 5 got to deal with what's there now. We just
 6 can't get around that. That's just my
 7 opinion.
 8 MR. PAGE: Mr. Chairman, if I might be
 9 allowed?
 02:11 10 MR. BRISKE: Mr. Page. And then
 11 Mr. Wingate.
 12 MR. PAGE: Mr. Chairman, earlier on when
 13 we talked about correcting an issue regarding
 14 title, we're not here simply to do that
 15 particular part and I think things stopped at
 16 that particular subject matter. That's just
 17 simply not the case. We're here to correct
 18 and update something that has been incorrectly
 19 classified over a period of time.
 02:12 20 The aerial photography shows this
 21 particular piece of property was a lay-down
 22 area for heavy equipment. They had skid
 23 mounted diesel tanks back in those particular
 24 times. They're clearly visible on the aerial,
 25 so to think that this was just a little office
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1 up front where the bookkeeper came in, I
 2 think, is inconsistent with the evidence that
 3 we've produced here today. It was an outside
 4 storage C-2 type of use. We've been able, I
 5 thought, to document that as best we could.
 6 And the notion that, gosh, we're just here to
 7 straighten out something having to do with
 8 title, I think, is misdirected.
 9 We're here for a larger issue. We simply
 02:12 10 would like to have the property considered to
 11 be today what it always and historically has
 12 been used for, and that's heavy commercial.
 13 Thank you.
 14 MR. BRISKE: Mr. Wingate.
 15 MR. WINGATE: Mr. Chairman, I just had
 16 one thought. We're looking at how do you
 17 protect the neighborhood that has moved in
 18 since this was there and that's not going to
 19 change. You know, developers came in and
 02:13 20 built in around it.
 21 And when then you look at if this was
 22 zoned ID-1, that would eliminate any
 23 residential development, but that still
 24 wouldn't solve the problem.
 25 I think the way we're going right now
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1 sometimes we have to look at the horse is
 2 already out of the barn and we've just got to
 3 keep him in the fence.
 4 MR. WOODWARD: But is there a fence?
 5 MR. BRISKE: Any other discussion?
 6 The Chair will entertain a motion on this
 7 item.
 8 MR. GOODLOE: I have a motion,
 9 Mr. Chairman, so we can continue in the
 02:14 10 discussion.
 11 (Motion by Mr. Goodloe.)
 12 MR. GOODLOE: I recommend denial of the
 13 zoning application Z-2013-07, denial of the
 14 application to the Board of County
 15 Commissioners and adopt the Findings-of-Fact
 16 that were provided in the hearing.
 17 MR. BRISKE: Do we have a second?
 18 MR. TATE: Second.
 19 MR. BRISKE: We have a second.
 02:14 20 Discussion? Further discussion?
 21 Hearing none, I'll call the question. All
 22 those in favor of denial of Z-2013-07, say
 23 aye.
 24 (Board members vote.)
 25 MR. BRISKE: And opposed to the motion?
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1 MR. WOODWARD: Nay.
 2 MR. WINGATE: No.
 3 MR. BRISKE: Two opposed and Ms. Davis is
 4 recused. So the motion carries for denial.
 5 There's three in favor of denial and two
 6 opposed, with Ms. Davis recusing herself. So
 7 the motion is to deny the request.
 8 (The motion passed three to two; Ms. Davis
 9 recused.)
 02:15 10 Mr. Page, I'm sure you're aware of your
 11 rights as far as moving on if you have an
 12 appeal to the case, so.
 13 (Conclusion of Case Z-2013-07. The
 14 transcript continues on Page 117.)
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Planning Board-Rezoning

5. D.

Meeting Date: 05/06/2013
CASE : Z-2013-07
APPLICANT: Wiley C. Page, Agent for Robertson Brazwell, LLC, Owner
ADDRESS: 2755 Fenwick Rd.
PROPERTY REF. NO.: 42-1S-30-3001-001-003
 MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 06/20/2013

SUBMISSION DATA:

REQUESTED REZONING:

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)

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 Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent

land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

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 **C-2 is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. MU-U is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development. In this case, the existing commercial use on site pre-dates much of the surrounding uses, and the residential uses are the compatible infill development.

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.

6.05.12. R-5 Urban Residential/Limited Office District, (cumulative) high density.

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development.

6.05.16. C-2 General Commercial and Light Manufacturing District (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.).

7.01.06. Buffering between zoning districts and uses. A. Zoning districts. The following spatial relationships between zoning districts require a buffer: 3. C-1, C-1PK, **C-2** GBD or GMD districts, where they are adjacent to single-family or two-family districts (RR, SDD, R-1, R-1PK, R-2, R-2PK, R-3, V-1, V-2, V-3, V-5, VR-1, VR-2, PUD) or multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), or agricultural districts (AG and VAG). 4. ID-P, ID-1, ID-2, GID districts, where adjacent to residential, commercial, agricultural or SDD districts. **B. Land uses.** The following relationships between land uses require a buffer: 1. Multiple-family, zero lot line or office uses, where they are adjacent to single-family or two-family uses. **2. Commercial land uses**, where they are adjacent to residential uses. 3. Industrial land uses, where they are adjacent to residential, office, agricultural or commercial uses.

7.20.03. Exemptions. Exemptions to the roadway requirements may be granted by the DRC or RHE if one or more of the following conditions are met:

B. Infill development. In areas where over 50 percent of a block is either zoned or used for commercial development, new commercial development or zoning may be considered without being consistent with the roadway requirements. The intensity of the proposed development or new zoning district must be of a comparable intensity of the zoning and development on the surrounding parcels. Typically, a block is defined as the road frontage on one side of a street between two public rights-of-way. Exceptions will be considered on a case-by-case basis and must be supported by competent and substantial evidence that the proposed rezoning will accomplish infill development. The evidence must show that the proposed development or rezoning will promote compact commercial development and will not promote ribbon commercial development.

FINDINGS

The proposed amendment to **C-2 is not consistent** with the intent and purpose of the Land Development Code as it would create spot zoning and require exemption to the roadway requirements. While the proposed zoning category and the existing commercial use are not consistent, the use is a legal non-conforming use. That use predates the LDC and much of the surrounding uses. The rezoning is being sought as a precaution in the sale of the property, meant to bring the zoning into compliance with the existing use. The location and nature of the site present significant difficulties for commercial development and would preclude many allowable C-2 uses.

LDC Article 7.20.03 provides for exemptions to the locational criteria in cases where more than 50% of the block is either zoned or used for commercial development. Staff identifies the block in this case to be the properties fronting the South side of Fenwick Rd. between Memphis Ave. and Sondu Ave. Just over 53% of that block is commercial development and has been for many years. The proposed amendment **does meet** the requirements for this exemption.

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 to C-2 **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-2, R-3 and R-5. There are 44 single-family residences, 10 mobile homes, 2 vacant properties, 1 utility site, and 2 commercial properties.

From the background and historical analysis of the parcel in question, there have been commercial operations associated with the site prior to the R-5 zoning classification; regardless of that, it is evident from the zoning and existing land use maps that the parcel is surrounded by residential development. While these are disparate uses, the effects of the commercial use can be alleviated through design standards. Any new development, if the proposed zoning designation is approved, will be governed by a codified set of screening and buffering standards specific to the use and intensity proposed. These requirements shall be required to lessen the severity of any potential adverse impacts as well as foster and promote a harmonious relationship for a broad range of commercial uses.

CRITERION (4)

Changed conditions.

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

FINDINGS

Staff research of historical aerial photography shows the rezoning site and adjacent pit as an active concern as far back as 1976. While there are 4 platted residential subdivisions within the 500' radius, the commercial activity on the subject site pre-dates at least one plat and many homes in the other subdivisions.

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 **not** indicated on the subject property. The Escambia County Soil Survey classifies the site as an existing open excavation pit. 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

While the proposed amendment **would not** result in an orderly zoning pattern and would create spot zoning, it **would** resolve the legal non-conformity status of the site and existing use.

Attachments

Z-2013-07

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1 MR. GOODLOE: Second.
 2 MR. TATE: All those in favor, say aye.
 3 (Board members vote.)
 4 MR. TATE: Opposed?
 5 (None.)
 6 MR. TATE: The motion carries.
 7 The rezoning hearing package with staff's
 8 Findings-of-Fact and the legal advertisement will be
 9 marked and included in the record as Composite
 08:42 10 Exhibit A for all of today's case.
 11 (Composite Exhibit A Rezoning Hearing Package
 12 and Legal Advertisement, was identified and
 13 admitted.)
 14 MR. TATE: There are two cases to be heard
 15 today.
 16 (The transcript continues on Page 10.)
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1 * * *
 2 **CASE: Z-2013-07**
 3 Location: 2755 Fenwick Road
 4 Parcel: 42-1S-30-3001-001-003
 5 From: R-5 Urban Residential/Limited Office
 6 District, (cumulative) High Density
 7 (20 du/acre)
 8 To: C-2, General Commercial and Light
 9 Manufacturing District (cumulative)
 10 (25 du/acre)
 11 FLU Category: MU-U, Mixed-Use Urban
 12 BCC District: 1
 13 Overlay: N/A
 14 Requested by: Wiley C. Page, Agent for Robertson
 15 Brazwell, LLC, Owner
 16 MR. TATE: The first rezoning application for
 17 consideration is Case Number Z-2013-07, which has
 18 been remanded back to the Board. Before we go any
 19 further, I need to ask a legal question in reference
 08:42 20 to remanding of the case. Are we rehearing the
 21 case? Are we dealing with what is already on the
 22 record that we have dealt with and can new evidence
 23 be presented, new testimony, et cetera, et cetera?
 24 MR. WEST: Yes, to all that. We've got the
 25 record from the previous hearing plus whatever is
 presented today.
 MR. TATE: Great. Members of the Board, have
 there been any ex parte communication between you,
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1 the applicant, the applicant's agents, attorneys or
 2 witnesses, with fellow Planning Board members or
 3 anyone from the general public prior to this
 4 hearing? Have you visited the subject property?
 5 Please also disclose if you are a relative or
 6 business associate of the applicant or the
 7 applicant's agents.
 8 We'll go ahead and start with Mr. Wingate and
 9 work this way.
 08:43 10 MR. WINGATE: I did visit the site and then
 11 when it came back I did walk the site.
 12 MS. DAVIS: The only thing I did, I have
 13 visited the site.
 14 MR. TATE: I have visited the site, however, I
 15 have had no ex parte communication with anybody else
 16 involved with the ownership of the site or its
 17 agents.
 18 MR. WOODWARD: Mr. Chairman, no to all.
 19 MR. GOODLOE: No ex parte, but I have visited
 08:44 20 the site.
 21 MR. TATE: Thank you.
 22 Staff, was notice of the hearing sent to all
 23 interested parties?
 24 MS. MEADOR: Yes, sir.
 25 MR. TATE: We resent communication?
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1 MS. MEADOR: Yes.
 2 MR. TATE: Was notice of the hearing posted on
 3 the subject property?
 4 MS. MEADOR: Yes, sir.
 5 MR. TATE: Staff will now present the maps and
 6 photographs for Case Z-2013-07.
 7 (Presentation of Maps and Photographs.)
 8 MR. JONES: Again, Horace Jones, Division
 9 Manager, Planning Board Department. Again, this is
 08:44 10 2755 Fenwick Road. The applicant is requesting to
 11 go from R-5 to C-2. You can see the locational map.
 12 You see the 500-foot radius zoning map, the Future
 13 Land Use Map and the existing land use map. You see
 14 the aerial map, and the public hearing sign that was
 15 posted on the site.
 16 This is looking east along Fenwick. Looking
 17 north across Fenwick. Looking south into the site.
 18 And looking south into the site again. Looking west
 19 along Fenwick. And that's the 500-foot radius
 08:45 20 notification map to the citizens.
 21 MR. TATE: Is that all?
 22 MR. JONES: That's all.
 23 MR. TATE: Mr. Page. Mr. Page, would you
 24 please be sworn in.
 25 (Buddy Page sworn.)
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1 MR. TATE: Please state your full name and
 2 address for the record.
 3 MR. PAGE: Mr. Chairman, Buddy Page, 5337
 4 Hamilton Lane in Pace, Florida.
 5 MR. TATE: Have you received a copy of the
 6 rezoning hearing package with the staff's
 7 Findings-of-Fact?
 8 MR. PAGE: I have.
 9 MR. TATE: And do you understand that you have
 08:46 10 the burden of providing substantial competent
 11 evidence that the proposed rezoning is consistent
 12 with the Comp Plan, furthers the goals, objectives
 13 and policies of the Comp Plan and is not in conflict
 14 with any portion of the County's Land Development
 15 Code?
 16 MR. PAGE: I do.
 17 MR. TATE: Please proceed with your
 18 presentation.
 19 MR. PAGE: Mr. Chairman, thank you. The
 08:46 20 application remanded back this morning has to do
 21 with our original request of C-2 for this particular
 22 site on Fenwick Road. Mr. Chairman, we are at this
 23 point asking that rather than C-2, inasmuch as we
 24 had one comment last time you might recall about the
 25 ability of C-2 to allow for the sale of alcohol,
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1 possible adult entertainment and that type of thing,
 2 we would like to modify our application. Rather
 3 than go to C-2, General Commercial, to go to C-2NA,
 4 Nonalcohol. I think that would address the question
 5 raised by one of the two speakers that we had last
 6 time.
 7 Mr. Chairman, with regard to the presentation,
 8 here and to the County Commission, my understanding
 9 from what I could glean from the County Commission
 08:47 10 meeting, the Commissioners were concerned that there
 11 appeared to be a fair amount of credible, and I
 12 guess in our language of today, competent and
 13 substantial evidence that this particular site had
 14 been around since the early seventies.
 15 There was a fair amount of aerial photography
 16 that was documenting all that. It showed that this
 17 probably was one of the first cases to ever come
 18 before this Board where an industry actually got
 19 encroached upon by residential rather than typically
 08:48 20 the other way around, and that a lot of things, sa
 21 this Board is aware, I deal with have to do with
 22 commercial trying to get into a residential area.
 23 We all know that generally speaking commercial
 24 follows roofs. So in this particular instance the
 25 roofs came after a fairly sizable operation was up
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1 and running.
 2 The Board will recall further the adjacent land
 3 uses in this area. Right across the Fenwick Street
 4 to the north is a very large Gulf Power complex,
 5 which I think by anyone's definition represents
 6 something that is considerably on the far end of the
 7 yardstick with residential on one end and this type
 8 of heavy duty equipment and what have you on the
 9 other, certainly ID-1, if not an ID-2 type of
 08:49 10 activity right across the street.
 11 We further pointed out to the Board that
 12 adjacent to this site -- and, of course, this site
 13 used to be part of this overall piece and it
 14 represented the management, the administration, the
 15 lay down area for the heavy equipment that was used
 16 to dig with and so forth, and it was sold off and is
 17 now being used by a company who specializes in
 18 placing AT&T heavy cable under ground. So it's got
 19 tractors that can run along and put a piece of line
 08:49 20 under the ground two or three feet deep almost
 21 without the tractor stopping, so it, too, is
 22 continuing the use that previously that property was
 23 used for at the clay pit or the mining area.
 24 And adjacent and south of that, Mr. Chairman,
 25 we also pointed out that there is a large truss
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1 operation that has been backed up to this property
 2 and actually facing on Michigan Avenue for at least
 3 25 to 35 years. These types of uses are certainly
 4 compatible with the type of use and classification
 5 that we are asking this Board to consider this
 6 morning.
 7 In taking a look at the written record, I
 8 noticed in the minutes of the County Commission
 9 meeting that this had been remanded back,
 08:50 10 Mr. Chairman, in lieu of the evidence. I think that
 11 that was supposed to read in view, at least I hope,
 12 in view of the evidence. We certainly couldn't do
 13 anything without evidence, so we hope that that was
 14 a typo.
 15 With regard to the criteria, thinking now that
 16 we are C-2NA, Nonalcohol, we still think the staff's
 17 findings under Criterion (1) being consistent with
 18 the Comprehensive Plan would certainly be more
 19 compatible and acceptable under the new
 08:51 20 classification than the old.
 21 Under Criterion (2), consistency with the Land
 22 Development Code, the original finding was it was
 23 not consistent, Mr. Chairman, and it was based upon
 24 two findings of staff thereunder. One, it would
 25 create spot zoning, and the second would be that it
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1 would have a locational criteria hurdle to clear.
 2 As you read further in the findings of the
 3 staff, the locational criteria that we prepared and
 4 submitted showed that the block is considerably more
 5 nonresidential than it is residential. The staff
 6 calculation was 53 percent of the block. We thought
 7 all four of the lots that fronted on Fenwick on our
 8 side were all commercial. We were of the opinion it
 9 was 90 to 100 percent. You have Gulf Power. You
 08:51 10 had the sand operation. You had this particular
 11 piece of property and then the property next door to
 12 that, the fourth piece, is being used by an
 13 extermination company. So we thought all four lots
 14 were nonresidential, but at least the staff found
 15 53 percent which clears the minimum standard of 50.
 16 With regard to spot zoning, Mr. Chairman, based
 17 upon the County's own definition and the adopted
 18 definition by the State of Florida, we don't see
 19 this as being spot zoning at all. Spot zoning
 08:52 20 basically says you're doing something that is almost
 21 totally inconsistent with anything that surrounds
 22 you. As I indicated, all the things that are around
 23 us are certainly at least as heavy duty in terms of
 24 its intensity and density of use as we are. So the
 25 finding or the assertion here that it would create
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1 spot zoning, I think, is a fairly strong statement
 2 in view of the County's adopted definition of the
 3 same thing, Mr. Chairman.
 4 With regard to compatibility with surrounding
 5 uses, the staff found in their findings written here
 6 that the C-2 is not compatible. We would hope that
 7 the C-2NA, nonalcohol, would move more toward the
 8 center of the road in terms of compatibility. I
 9 remind you that the aerial photography dating back
 08:53 10 to the early seventies showing this heavy type of
 11 activity, there has to be some type of compatibility
 12 out there because it's been there for 50 years. I
 13 don't think there have been any, at least none to
 14 our knowledge, any complaints. I don't think
 15 there's been any code enforcement activity. We
 16 think that what's there now, which we're asking a
 17 continuation of, has been compatible for 50 years.
 18 So we're not sure how a recent finding is that it is
 19 no longer compatible.
 08:54 20 The second portion of that, Mr. Chairman, says
 21 that while these are a disparity of uses, the effect
 22 on the commercial can be alleviated through design
 23 standards, and certainly the applicant is willing to
 24 take a look at any design standards to make it more
 25 compatible, such as landscaping, buffering with
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1 fencing and so forth. The property is fenced now,
 2 but on the residential side there are a few areas
 3 where it is a wooden type fence, but a few areas
 4 where it is chain link, so certainly they would take
 5 a look at that.
 6 Under changed conditions, there is a citation
 7 again to the aerials that I mentioned earlier
 8 starting in '76 and four platted residential
 9 subdivisions. This particular piece of property has
 08:54 10 been encroached upon by the residents. They knew
 11 what was there. They could go back a long time and
 12 see that this was an operation that was mining for
 13 gravel, sand and red clay and that there was a
 14 considerable amount of vacant land still available
 15 so it was going to actually enlarge in size. That's
 16 somewhat akin to building a house toward the airport
 17 or near the airport and then saying that you don't
 18 like the sound of jet engines, noise and so forth.
 19 Mr. Chairman, under Criterion (5), effect on
 08:55 20 the natural environment, all of the issues dealing
 21 with soils, any type of perhaps hydric soils, any
 22 wetlands, any jurisdictional wetlands, we're not
 23 aware of any on this particular site. Once you move
 24 beyond the parameters, the land does fall and that's
 25 where doing they've been doing the digging in the
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1 lower area. So we're not aware of any effect on the
 2 natural environment that would be affected by this
 3 request before you this morning.
 4 Then under development patterns, again it talks
 5 about a pattern of development, not a zoning of
 6 development. The pattern of development is as I
 7 outlined earlier. It is cheek to jaw, if you will,
 8 and adjacent to heavier uses than what's being
 9 requesting here this morning. So we feel that the
 08:56 10 development pattern as you move from something like
 11 a borrow pit, which is an ID-1 type of use, and then
 12 you move into C-2NA, and then as you move further to
 13 the east or to the west you have residential, that
 14 conceptually could be a tiered view of the zoning.
 15 The closer you get to the industrialized type of
 16 things the heavier intensity and density of uses
 17 will be. We feel like the development pattern, not
 18 the listing of zonings out that way, but as it says,
 19 the pattern is consistent and we do, Mr. Chairman,
 08:57 20 feel like that we comply with that.
 21 So we feel like that out of these findings,
 22 based upon our review and presentation here this
 23 morning and our request to drop this down to from a
 24 C-2 to a C-2NA, would certainly make it more
 25 palatable. And I don't guess anyone from the area,
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1 even though it was all mailed out again, has shown
 2 up to express any concerns here this morning.
 3 One other thing that we found difficult last
 4 time, Mr. Chairman, is the voting pattern that
 5 occurred. We understand that there was an
 6 application turned in indicating a conflict of
 7 interest because that was the advice given only to
 8 find out after the meeting that that individual
 9 could have, in fact, voted for or voted period,
 08:57 10 whether for or against would remain to be seen. We
 11 presume all members this morning will be able to
 12 vote on this, Mr. Chairman, and we respectfully
 13 request consideration of C-2NA.
 14 MR. TATE: Thank you, Mr. Page.
 15 Staff, do you have any examination of Mr. Page?
 16 Do you have anything further to present to the
 17 Board?
 18 MR. PAGE: No, sir.
 19 MR. TATE: Staff, go ahead with your
 08:58 20 presentation now.
 21 (Presentation by Horace Jones, previously
 22 sworn.)
 23 MR. JONES: Again, Board members, as you know,
 24 as Mr. Page stated, this was remanded back to you
 25 for reconsideration. And as far as Mr. Page
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1 requests to C-2NA, staff has no problem with that
 2 request. It will yet comply with (1) and (2) as
 3 being consistent with the Future Land Use category,
 4 and the remaining standards, the remaining criteria
 5 that are listed below as far as Criterion (2), we
 6 still consider it spot zoning based upon the
 7 definition of spot zoning. Yes, the locational
 8 criteria is exempt from that, as Mr. Page stated.
 9 Criterion (3). It's not compatible with the
 08:59 10 surrounding uses. If you take a look at the
 11 existing land use map, yet with the understanding
 12 that from the background and historical analysis
 13 that was presented at the last meeting -- also, I
 14 would like to get that historical analysis submitted
 15 into evidence again showing there was a development
 16 prior to those parcels, those other areas coming out
 17 there. Mr. Page is correct on that. But with the
 18 literal application of the Land Development Code,
 19 which we have to base upon what the Land Development
 08:59 20 Code says. The historical analysis, that may be a
 21 point that you want to consider. We want to get
 22 those in as evidence.
 23 MR. GOODLOE: Mr. Chairman, a question before
 24 we go further to Mr. Jones. Mr. Page indicated it
 25 was remanded back to us because of some new
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1 evidence.
 2 MR. JONES: The evidence that was presented, as
 3 Mr. Page stated earlier, the primary evidence, we
 4 want to make sure that all of the Planning Board
 5 members get an opportunity to vote.
 6 MR. WOODWARD: Is there any new or different
 7 evidence Mr. Jones; is it all the same?
 8 MR. JONES: All the evidence is the same. The
 9 only thing we made a different Findings-of-Fact
 09:00 10 because he's requested the C-2NA.
 11 MR. WOODWARD: Mr. Chairman, I still think this
 12 is a perfect example of moving to the nuisance, and
 13 if you move to the nuisance, you can't complain.
 14 When I was a kid my parents bought a house that sat
 15 right next to the railroad and we couldn't complain
 16 about L&N because the trains came in at one o'clock
 17 in the morning. So I move that this be approved.
 18 MR. TATE: I have to ask that you hold until we
 19 complete the entire quasi-judicial process. We're
 09:00 20 still within the staff presentation.
 21 MR. WOODWARD: I thought Mr. Jones said there
 22 was no difference in this presentation than the
 23 past.
 24 MR. TATE: They have new evidence that they are
 25 presenting.
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1 MR. JONES: The historical evidence. I want to
 2 get that back into evidence again. That was in your
 3 packet. I want to make sure that just in case that
 4 comes up at the next BCC meeting, they will be able
 5 to take a look at that.
 6 MS. DAVIS: The Gulf Power, in doing this
 7 historical analysis, how long have they been there?
 8 That's quite a long time.
 9 MR. JONES: Quite a long time.
 09:01 10 MR. TATE: The Gulf Power property as a utility
 11 site obviously is zoned R-2, is its use considered
 12 public?
 13 MR. JONES: I guess, if you look at the use,
 14 it's a public use.
 15 MR. TATE: I think sometimes, and we've had
 16 this on major corridor issues where we look at
 17 zoning when it specifically says uses and, you know,
 18 how it's used. Yes, it is a utility site, but how
 19 should it be zoned if zone properly is part of the
 09:02 20 question, as well.
 21 MR. JONES: Those utility sites, they can be
 22 brought in with conditional use approval from the
 23 Board of Adjustment in any zoning category.
 24 MR. TATE: They can exist in any zoning
 25 category.
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1 MR. JONES: Yes. They can come in with BOA
2 approval. That's a different body, but the Board of
3 Adjustment has to grant conditional use for those in
4 those residential zoning district.

5 MR. TATE: Would you please back up on this
6 historic -- one more. One more. I think when you
7 look at it from that perspective you see where the
8 growth occurred.

9 MR. WOODWARD: Step through them, if you would.

09:03 10 MR. TATE: This is the beginning. He's going
11 to go back through these real quick.

12 MR. JONES: You see 1950 -- 1964, 1976. As
13 Mr. Page concluded, it was part of the whole parcel,
14 but it was there. 1980, again, you see that it was
15 there. That's the point that Mr. Page was making.
16 Staff does agree with that position.

17 MR. WOODWARD: Is that the Gulf Power site
18 coming online as we look at it? It's kind of fuzzy
19 and it's hard to tell.

09:03 20 MR. TATE: It looked like in '76 there may have
21 been activity there, as well.

22 MR. JONES: Yeah, it looked like there was some
23 activity there.

24 MR. WOODWARD: They don't have the big
25 transformers.

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1 MR. LEMOS: It's a Gulf Power transfer station.
2 You can see the lines, if you look to the north
3 portion of that parcel.

4 MR. WOODWARD: I see the lines coming down
5 there.

6 MR. TATE: Can you go back to the prior year?
7 I'm sorry, '76. I think this is about the same.

8 MR. JONES: I do want to emphasize again the
9 utility company, they can go in any zoning category
09:04 10 with BOA approval. So it still has some type of
11 scrutiny. I don't know if they did that or not back
12 then, but currently they would have to have BOA
13 approval.

14 MR. TATE: This is part of the packet, correct?

15 MR. JONES: We want to get that included.

16 MS. CAIN: It was already.

17 MR. TATE: This is already in the packet as
18 evidence.

19 MR. WINGATE: Mr. Wingate, you had a question.

09:04 20 MR. WINGATE: Yeah, I had a comment. My
21 question and comment or confusion, I'm kind of
22 familiar with this property from way back during the
23 time when a developer was first developing it
24 because I was just beginning being a beginning
25 Realtor in that particular area and those Gulf Power

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1 lines were all there. That was a major network
2 connection from north to south, east to west kind of
3 coming through that still goes through there. I
4 said, why would you want to live with Gulf Power
5 lines and all this voltage coming through your area?
6 And some of the people complained that in old days
7 their TV didn't work right because they had rabbit
8 ears because of the waves from the power lines, but
9 it went through.

09:05 10 Then back on that back side it was a borrow pit
11 and they were hauling dirt like wild. I took the
12 pleasure the other day to drive the whole area
13 looking at the whole parameter within the acres
14 around and there's a pit that backs up to the east,
15 to the east/southeast of this and there's a house
16 about 20 feet from the end of that pit. There's a
17 downgrade about an estimated 50 feet plus.

18 And then I was saying, well, look at that. The
19 code, you know, you have isolated districts that,
09:06 20 you know, this would be -- if it does something
21 there, maybe it would be spot zoning, but the way it
22 is now, who would want to build -- it's zoned R-5.

23 You could never build a subdivision in a 20-acre
24 borrow pit and the borrow pit is dug down. You've
25 got concrete in there and water stands in some

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1 areas.

2 So all around it only would be -- it kind of
3 reminds you of Saufley Field, Rolling Hills. And
4 kind of looking at other areas all around this town
5 from Monsanto all around there, it's big industry
6 and massive residential. It seems like when massive
7 construction of industrial commercial, then
8 residential clams in on it, just like the airport,
9 just like out near Saufley Field, out near Monsanto,
09:07 10 out near Wedgewood.

11 So in other words, in the code it does have
12 where there's regulations in there if you build
13 something here you can put a barrier fence and all
14 these borrow pits has got a big monitor around the
15 subdivision and there's a hole, 80, 90 feet deep.

16 I don't see this particular parcel any
17 different from any other of those. And then later
18 somebody goes in here and does something, the
19 community complains and we end up spending two or
09:08 20 three million dollars fixing it because we allowed
21 this to happen.

22 But the code does look at it. I'm looking at
23 from Michigan Avenue all the way over to Bellview
24 subdivision, that's a lot of -- it seems like that
25 particular area, we just didn't do our job right

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1 when they were coming in. Even though the power
 2 lines are there and the residential is there, we
 3 can't change what's already there because you can't
 4 catch a horse once it's got out of the barn because
 5 he's done run away. I see there could be major
 6 problems from those power lines.

7 I know the times when we had planning directors
 8 that it was mandatory when the Planning Board first
 9 used to do planning and zoning it was mandatory that
 09:09 10 every Board member had to go out and look at the
 11 site so we got in a van and rode around and looked,
 12 but we didn't discuss it. I just think that there's
 13 industrial -- there's a high intense commercial use
 14 for that corridor that's coming right in there and
 15 who would ever build anything other than something
 16 that would be something that would create jobs for
 17 somebody.

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

19 Mr. Jones, do you have anything further to
 09:09 20 present from staff?

21 MR. JONES: Again, that was Criterion (2).
 22 Compatibility with surrounding uses -- again,
 23 staff considers this is spot zoning based upon the
 24 literal application of the Land Development Code.

25 Compatible with surrounding uses. Again, you
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1 can take a look at the existing land use map. It is
 2 surrounded by residential homes and mobile homes and
 3 there's a subdivision right there. So based upon
 4 the existing land use map, staff again find it's not
 5 compatible with the surrounding uses.

6 Criterion (4). It talks about the historical
 7 analysis again that you just discussed.

8 Criterion (5), development patterns. Again, if
 9 you look at the existing land use map, there is a
 09:10 10 pattern of residential homes, a predominate pattern
 11 of residential uses in that vicinity and in that
 12 area.

13 MR. TATE: Thank you.

14 Mr. Page, do you have any direct examination of
 15 staff?

16 MR. PAGE: No, sir.

17 MR. TATE: Could I ask a favor of you, if you
 18 would. For the sake of the Board, could you please
 19 go into a little more detail in reference to the
 09:10 20 specific topic of spot zoning and your comments in
 21 reference to the state law and our Comp Plan?

22 MR. PAGE: Mr. Chairman, the spot zoning
 23 generally speaks to an issue where a parcel of
 24 property has a zoning change that is made to it that
 25 is totally unrelated to anything else in the area.

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1 I don't have -- perhaps Mr. Jones has the verbatim
 2 copy of that, but the Florida Statute originally was
 3 adopted by Escambia County through Chapter 163 and
 4 the 9.J.5 as far as definitions go.

5 Spot zoning is a very very difficult thing to
 6 prove one way or the other. But it does relate to a
 7 completely independent and nonexistent adjacent use
 8 that is completely different from what you are
 9 asking for. What we're asking for, we think, is
 09:11 10 compatible with the largest type of commercial
 11 industrial type of activities going on in that area.
 12 It's less intensive than the two that are present or
 13 the three counting the truss operation headed south.
 14 But it in our view is not spot zoning as could be
 15 competed in a court situation. If we could read
 16 that, Horace, if you have the definition of it?

17 MR. WEST: This is a defined term. I'll remind
 18 the Board you did amend this definition not too long
 19 ago and it's a little bit narrower than the one
 09:12 20 that's generally accepted under Florida law, but
 21 here spot zoning is defined as rezoning of a lot or
 22 a parcel of land that will create an isolated zoning
 23 district that may be incompatible with the adjacent
 24 and nearby zoning districts and uses or as spot
 25 zoning is otherwise defined by Florida law.

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1 MR. TATE: In our local definition?

2 MR. WEST: That's your local definition. I
 3 think, if I remember correctly, the Board wanted to
 4 be able to take into consideration not just
 5 surrounding zoning districts, but also the
 6 surrounding uses.

7 MR. TATE: I think that's actually consistent
 8 with what we ask for here when we ask for -- in the
 9 six criteria where we use the word uses and not
 09:13 10 zoning, so I think that's consistent, I mean, what
 11 you're saying.

12 Mr. Page, thank you.

13 MR. PAGE: Thank you.

14 MR. TATE: My struggle with spot zoning is that
 15 there is not a house sitting here with a nice lawn
 16 and garage and a little pool and the owners are
 17 asking us to make this a C-2 property, the
 18 residential owners of this property, residentially
 19 zoned property. So that's just my personal
 09:14 20 conundrum, how I feel about that.

21 We'll go into public comment. Anybody? Going,
 22 going, going. Yes? Gone. All right. Public
 23 comment is hereby closed.

24 Board members, do you have any questions for
 25 the applicant, staff or members of the public?

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1 Let me say, Mr. Page, I should have asked you
 2 at this point for that input on spot zoning. I
 3 apologize for bringing it up earlier.
 4 Do any other Board members have any other
 5 questions for the applicant, staff or members of the
 6 public? All right.
 7 Is there anything further from staff?
 8 Nothing further from the applicant?
 9 MR. WOODWARD: Mr. Chairman, has staff moved to
 09:14 10 have those historic aerials.
 11 MR. TATE: They are already in the package.
 12 MR. WOODWARD: I didn't see them.
 13 MR. TATE: Yes, they're already in the existing
 14 package.
 15 If not, the Chair will entertain a motion, and
 16 please let me express to the Board as you consider a
 17 motion that you consider that your motion must
 18 contain the areas where we either agree or disagree
 19 with staff. If you disagree with staff, you must
 09:15 20 have a standing to support your change in the
 21 findings.
 22 MR. WEST: Mr. Chairman, if I could just add
 23 one more thing for whoever makes the motion. In
 24 Criterion (2) there's actually two issues you will
 25 have to address. One is spot zoning and the second
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1 is whether or not there's grounds for granting a
 2 waiver for the locational criteria.
 3 MR. TATE: Thank you. I would expect that both
 4 staff and Mr. Page agree we would agree with their
 5 findings.
 6 MR. JONES: Also, Mr. Tate, he did change his
 7 request to C-2NA.
 8 MR. TATE: Before we go any further let me ask
 9 you that. I know you're dealing with identical
 09:16 10 zoning other than the restriction on alcohol. From
 11 an application perspective, do we have any issues?
 12 MR. JONES: No. No. There's no problem.
 13 MR. TATE: This is a downzone. I would
 14 consider it's a less intensive use of a C-2.
 15 MR. JONES: No, not really. The only thing is
 16 it does not allow for adult entertainment, bars and
 17 nightclubs. Less intense, yes.
 18 MR. TATE: That's why I would say it's less
 19 intense.
 09:16 20 All right, Board, it's up to you.
 21 MS. CAIN: Mr. Tate, one quick thing, with the
 22 C-2NA the applicant will need to give us a letter in
 23 writing that he does understand the C-2NA, this is
 24 his choice to select the C-2NA.
 25 MR. JONES: It stays with the property.
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1 MS. CAIN: It stays with the property and if
 2 someone wants to go back and rezone it to C-2, they
 3 would have to come back to a rezoning. He will have
 4 to give us a letter stating that he does understand
 5 it is his choice to select the C-2NA.
 6 MR. TATE: We have some great examples of that
 7 close at hand.
 8 MR. GOODLOE: Mr. Chairman, could we get the
 9 staff to go ahead and show us again what's allowed
 09:17 10 in C-2NA.
 11 MR. WINGATE: Mr. Chairman, C-2NA, there's a
 12 church within 1000 feet.
 13 MR. TATE: It has nothing to do with a church.
 14 It's totally restricted. It's already restricted by
 15 the use of the church.
 16 MR. WOODWARD: There's not a church anywhere.
 17 MR. TATE: The church restriction is not
 18 1000 feet anymore. It's a school.
 19 MS. DAVIS: If it's a school, it's closer, 500.
 09:17 20 MR. JONES: If it's a school it's disallowed.
 21 The church is 2,000, if that was an issue, but
 22 that's not.
 23 MR. TATE: There's been a change in that.
 24 (Viewing PowerPoint presentation.)
 25 MR. TATE: Is it in our package for the next
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1 rezoning hearing?
 2 MS. DAVIS: I think it is.
 3 MR. JONES: But if you look at C-2, it's very
 4 very intense. It's still intense. It's still
 5 intense, but it does not allow for bars and
 6 nightclubs, but it's still intense, the uses are
 7 still intense.
 8 MR. TATE: Does anybody have any questions on
 9 these uses?
 09:19 10 MR. JONES: Also in C-2 you can have outside
 11 storage.
 12 MR. TATE: Thank you.
 13 MS. DAVIS: Call the question.
 14 MR. TATE: Board members.
 15 MR. WOODWARD: I'm not sure exactly how I would
 16 couch the motion.
 17 MR. TATE: We can discuss it. I mean, we just
 18 go through each point.
 19 MR. WOODWARD: The end result is I want to
 09:20 20 recommend that the Board grant the relief sought.
 21 MR. TATE: Let's go up to staff's
 22 Findings-of-Fact.
 23 Generally speaking, number one we would accept.
 24 I don't want to speak for you, but would you
 25 accept's staff's Findings-of-Fact, it is consistent?
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. WOODWARD: Okay.
 2 MR. TATE: Criterion (1)?
 3 MR. WOODWARD: It does appear to be consistent,
 4 yes.
 5 MR. TATE: Criterion (2). There's two issues.
 6 Staff states that it is not consistent because it's
 7 spot zoning. We would have to find that it is not
 8 spot zoning and state a reason why and then we would
 9 have to accept as well that they do meet the
 09:21 10 locational or the exemption for the locational
 11 criteria.
 12 MR. WOODWARD: I would suggest that it's not
 13 spot zoning because it's historically consistent
 14 with the previous uses.
 15 MR. TATE: Is somebody writing these down if
 16 you're going to make a motion?
 17 MR. WOODWARD: It's historically consistent.
 18 It's consistent with the historical uses, hence not
 19 spot zoning.
 09:22 20 MR. TATE: That's number 2.
 21 Number three, compatibility with surrounding
 22 uses. Staff indicates that it's not compatible with
 23 the surrounding and existing uses. Both zoning and
 24 uses are described here.
 25 MR. WOODWARD: I'm going to suggest the finding
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1 that it's a preexisting use to the surrounding area
 2 and therefore it is consistent with the concept of
 3 grandfathering.
 4 MR. TATE: The converse of that is that while
 5 it may not be consistent with the zoning, it is
 6 consistent --
 7 MR. WOODWARD: Consistent with the historical
 8 use.
 9 MR. TATE: On the ground.
 09:23 10 MR. WOODWARD: On the ground, yes.
 11 MS. CAIN: Did you do the second part of number
 12 two where you did the spot zoning and then you did
 13 the exemption part?
 14 MR. TATE: We haven't made a motion yet.
 15 MS. CAIN: I'm trying to write it down.
 16 MR. TATE: The second half of Criterion (2)
 17 would be, my opinion, that we agree with staff's
 18 Findings-of-Fact for the locational criteria, staff
 19 and the applicant.
 09:23 20 MR. WOODWARD: Do we have any problem with
 21 number four? Again, it's a preexisting use.
 22 MR. TATE: I have never -- let me rephrase
 23 that. I understand Criterion (4). I don't ever
 24 understand how it affects.
 25 MR. JONES: We do understand that you don't
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 understand.
 2 MS. DAVIS: I understand what his question is.
 3 If I may, exactly is that a pro or a con, that
 4 number four?
 5 MR. TATE: Whichever way we want to read it.
 6 MS. DAVIS: Exactly. I've read it four times.
 7 Are you saying you're using this because it isn't?
 8 MR. JONES: I'm reading it as it. Staff
 9 research of the historical aerial photography shows
 10 the rezoning site and adjacent pit as an
 11 active concern as far back as 1976. While there are
 12 four platted residential subdivisions within the
 13 500' radius, the commercial activity on the subject
 14 site pre-dates at least one plat and many
 15 homes in the other subdivisions.
 16 That's the facts.
 17 MS. DAVIS: So there are no changed conditions.
 18 MR. GOODLOE: Is the staff saying that?
 19 MR. JONES: We're saying that the site research
 09:25 20 indicates that this site -- this use was already
 21 there.
 22 MS. DAVIS: So there are no changes?
 23 MR. GOODLOE: No changed conditions.
 24 MS. DAVIS: So that one we don't have to touch.
 25 MR. WOODWARD: Number five. That's a nonissue,
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 too.
 2 MR. TATE: Number six would be basically your
 3 wrap up.
 4 MR. WOODWARD: We agree with that.
 5 MR. GOODLOE: No.
 6 MR. WOODWARD: We do not agree with six. It's
 7 consistent with the historical use again.
 8 MR. GOODLOE: It would resolve a legal
 9 nonconforming status.
 09:25 10 MS. DAVIS: So we're only talking about (2),
 11 (3) and (6), those are the only ones.
 12 MR. TATE: But you need to go through all six.
 13 MR. WOODWARD: Have you got it down? I'll let
 14 you do it.
 15 MS. DAVIS: No. I want you to do it the legal
 16 way.
 17 MR. WOODWARD: Thanks a lot. I don't have a
 18 typewriter or a computer.
 19 MR. TATE: You didn't say the old way.
 09:26 20 MR. WOODWARD: The old way, the typewriter.
 21 (Motion by Mr. Woodward.)
 22 MR. WOODWARD: I move that we depart from the
 23 findings of the staff in the following way. We
 24 agree with number one of their findings.
 25 We disagree with number two because it appears
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 that the use sought is consistent with the
 2 historical use of the property and predates the,
 3 quote, existing circumstances.
 4 Number three, that we find it is consistent
 5 with the historical use of the property and that the
 6 surrounding area is a subsequent and later
 7 modification.
 8 Number four, that we find that there are no
 9 changed conditions as regard to this particular
 09:27 10 piece of property and its adjacent properties.
 11 Number six, it is not going to further impact
 12 or do violence to orderly zoning patterns nor would
 13 it create spot zoning. It will resolve the legal
 14 issues consistent with this piece of property.
 15 Is that okay?
 16 MS. DAVIS: The only thing I would change, I
 17 think, in number three I would say the amendment is
 18 compatible.
 19 MR. WOODWARD: That's fine. Somebody is going
 09:27 20 to have to clean this motion up.
 21 MR. WEST: You also need to address in number
 22 two that it meets the criteria for a waiver of the
 23 locational criteria.
 24 MR. WOODWARD: We do that. Incorporate that
 25 into the motion. I think I understand my motion.
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1 Does anyone else?
 2 MR. TATE: The opportunity that this Board has
 3 as a corporate zoning board, which is much different
 4 than the prior zoning board, is that that gentleman
 5 had the opportunity to leave the public forum and
 6 formulate his thoughts in private and come back with
 7 a finding, where we have to do it in public in
 8 pretty much --
 9 MR. WOODWARD: In the Sunshine.
 09:29 10 MS. DAVIS: In the Sunshine. I like it.
 11 MR. WOODWARD: I solicit a second to my motion.
 12 MR. GOODLOE: I second it.
 13 MR. TATE: We have a motion and we have a
 14 second. Do we have any questions?
 15 All of those in favor?
 16 (Board members vote.)
 17 MR. TATE: All those opposed?
 18 (None.)
 19 MR. TATE: Thank you. The motion carries.
 09:29 20 (The motion carried unanimously.)
 21 MR. PAGE: Thank you, Board.
 22 (Conclusion of Z-2013-07. Transcript continues
 23 on Page 47.)
 24 * * *
 25 TAYLOR REPORTING SERVICES, INCORPORATED

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1 * * *
 2 CASE NO: Z-2013-16
 3 Location: 2640 West Michigan Avenue
 4 Parcel: 42-15-30-3004-000-003
 5 From: C-1, Retail Commercial District
 (cumulative)(25 du/acre)
 6 To: C-2NA, General Commercial and
 7 Light Manufacturing District
 (cumulative), Bars, Nightclubs
 8 and Adult Entertainment are
 Prohibited Uses (25 du/acre)
 9 FLU Category: MU-U, Mixed-Use Urban
 10 BCC District:
 11 Overlay:
 12 Requested by: Thomas Arnett, President for
 13 Crystal Beach Homes, Inc., Owner
 14 MR. TATE: Our applicant for the next rezoning
 15 case is not present in the room.
 16 MS. CAIN: No. Evidently one of the
 17 applicants, the vice president, the applicant, was
 18 not able to come. He had to go to Indiana for an
 19 emergency, so there is no one here to present his
 09:29 20 case.
 21 MR. TATE: So do we table?
 22 MR. WOODWARD: I move we continue it.
 23 MR. TATE: When you say continue, you mean to
 24 the next meeting?
 25 MR. WOODWARD: To the next meeting.
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 MR. JONES: My question is do we have to
 2 readvertise because this is not our -- that's the
 3 thing. This is not our fault at all. As a matter
 4 of fact, I spoke to them last week and they were
 5 quite aware that somebody would be here. If we
 6 table it, we have to readvertise.
 7 MS. CAIN: It would be a costly fee to
 8 readvertise.
 9 MR. JONES: Would it be on our part or -- we
 09:30 10 have to pay all fees?
 11 MR. TATE: That is a non-Planning Board slash
 12 zoning board issue. I don't know. -- this is me. I
 13 MR. JONES: -- this is me. I
 14 prefer as a representative of staff that if it is
 15 table or continued, that they be made to pay all the
 16 fees and not us because notification was sent. They
 17 were aware. We spoke to the brother as well as the
 18 gentleman it about last week.
 19 MR. TATE: Let me ask you this. What is the
 09:30 20 implication of handling it with no one here?
 21 MR. WEST: You really couldn't handle it.
 22 Since there's no one here -- again, the applicant
 23 always has the burden of going forward in at least
 24 establishing they've met the first three criteria
 25 and if there's no one here they can't do that. You
 TAYLOR REPORTING SERVICES, INCORPORATED

Planning Board-Rezoning

6. B.

Meeting Date: 08/05/2013
CASE : Z-2013-07
APPLICANT: Wiley C. Page, Agent for Robertson Brazwell, LLC, Owner
ADDRESS: 2755 Fenwick Rd.
PROPERTY REF. NO.: 42-1S-30-3001-001-003
 MU-U, Mixed-Use
FUTURE LAND USE: Urban
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 09/05/2013

SUBMISSION DATA:

REQUESTED REZONING:

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)

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 Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of adjacent

land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal agricultural activities.

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 **C-2 is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. MU-U is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development. In this case, the existing commercial use on site pre-dates much of the surrounding uses, and the residential uses are the compatible infill development.

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.

6.05.12. R-5 Urban Residential/Limited Office District, (cumulative) high density.

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development.

6.05.16. C-2 General Commercial and Light Manufacturing District (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.).

7.01.06. Buffering between zoning districts and uses. A. Zoning districts. The following spatial relationships between zoning districts require a buffer: 3. C-1, C-1PK, **C-2** GBD or GMD districts, where they are adjacent to single-family or two-family districts (RR, SDD, R-1, R-1PK, R-2, R-2PK, R-3, V-1, V-2, V-3, V-5, VR-1, VR-2, PUD) or multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), or agricultural districts (AG and VAG). 4. ID-P, ID-1, ID-2, GID districts, where adjacent to residential, commercial, agricultural or SDD districts. **B. Land uses.** The following relationships between land uses require a buffer: 1. Multiple-family, zero lot line or office uses, where they are adjacent to single-family or two-family uses. **2. Commercial land uses**, where they are adjacent to residential uses. 3. Industrial land uses, where they are adjacent to residential, office, agricultural or commercial uses.

7.20.03. Exemptions. Exemptions to the roadway requirements may be granted by the DRC or RHE if one or more of the following conditions are met:

B. Infill development. In areas where over 50 percent of a block is either zoned or used for commercial development, new commercial development or zoning may be considered without being consistent with the roadway requirements. The intensity of the proposed development or new zoning district must be of a comparable intensity of the zoning and development on the surrounding parcels. Typically, a block is defined as the road frontage on one side of a street between two public rights-of-way. Exceptions will be considered on a case-by-case basis and must be supported by competent and substantial evidence that the proposed rezoning will accomplish infill development. The evidence must show that the proposed development or rezoning will promote compact commercial development and will not promote ribbon commercial development.

FINDINGS

The proposed amendment to **C-2 is not consistent** with the intent and purpose of the Land Development Code as it would create spot zoning and require exemption to the roadway requirements. While the proposed zoning category and the existing commercial use are not consistent, the use is a legal non-conforming use. That use predates the LDC and much of the surrounding uses. The rezoning is being sought as a precaution in the sale of the property, meant to bring the zoning into compliance with the existing use. The location and nature of the site present significant difficulties for commercial development and would preclude many allowable C-2 uses.

LDC Article 7.20.03 provides for exemptions to the locational criteria in cases where more than 50% of the block is either zoned or used for commercial development. Staff identifies the block in this case to be the properties fronting the South side of Fenwick Rd. between Memphis Ave. and Sondu Ave. Just over 53% of that block is commercial development and has been for many years. The proposed amendment **does meet** the requirements for this exemption.

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 to C-2 **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts R-2, R-3 and R-5. There are 44 single-family residences, 10 mobile homes, 2 vacant properties, 1 utility site, and 2 commercial properties.

From the background and historical analysis of the parcel in question, there have been commercial operations associated with the site prior to the R-5 zoning classification; regardless of that, it is evident from the zoning and existing land use maps that the parcel is surrounded by residential development. While these are disparate uses, the effects of the commercial use can be alleviated through design standards. Any new development, if the proposed zoning designation is approved, will be governed by a codified set of screening and buffering standards specific to the use and intensity proposed. These requirements shall be required to lessen the severity of any potential adverse impacts as well as foster and promote a harmonious relationship for a broad range of commercial uses.

CRITERION (4)

Changed conditions.

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

FINDINGS

Staff research of historical aerial photography shows the rezoning site and adjacent pit as an active concern as far back as 1976. While there are 4 platted residential subdivisions within the 500' radius, the commercial activity on the subject site pre-dates at least one plat and many homes in the other subdivisions.

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 **not** indicated on the subject property. The Escambia County Soil Survey classifies the site as an existing open excavation pit. 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.

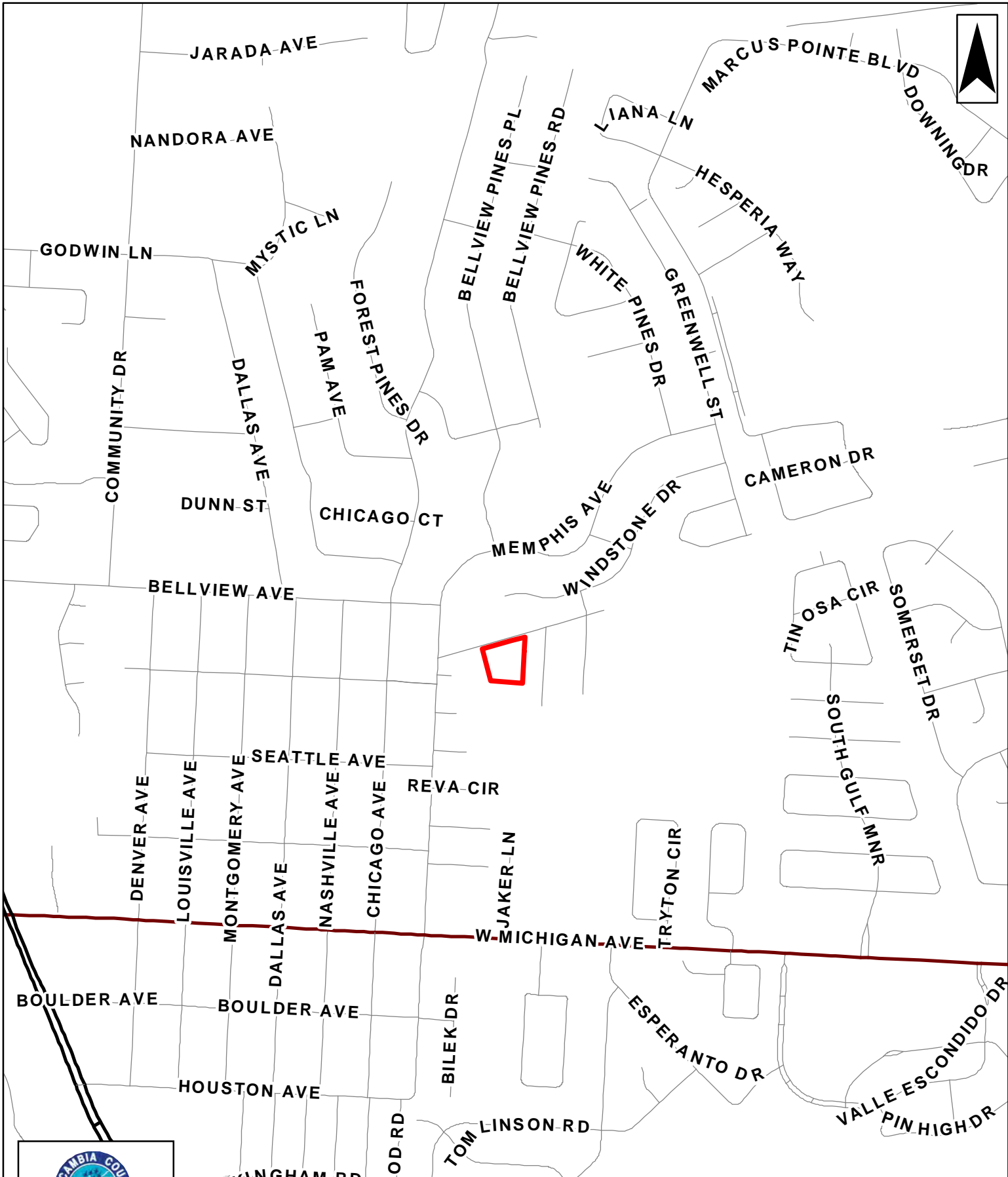

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

While the proposed amendment **would not** result in an orderly zoning pattern and would create spot zoning, it **would** resolve the legal non-conformity status of the site and existing use.

Attachments

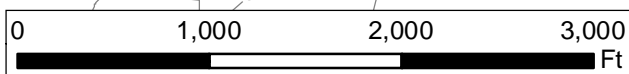
Z-2013-07

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Andrew Holmer
Planning and Zoning Dept.

Z-2013-07 LOCATION MAP



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



MEMPHIS AVE

R-2

R-2

WINDSTONE DR

BELLVIEW AVE

R-2

MEMPHIS AVE

FENWICK RD

R-5

SONDU AVE

NESHOTA AVE

TUPELO AVE

R-3

R-5

WEYLAND CIR

R-3

R-5

SEATTLE AVE

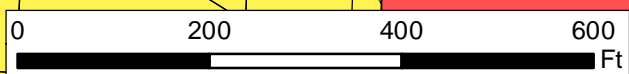
REVA C



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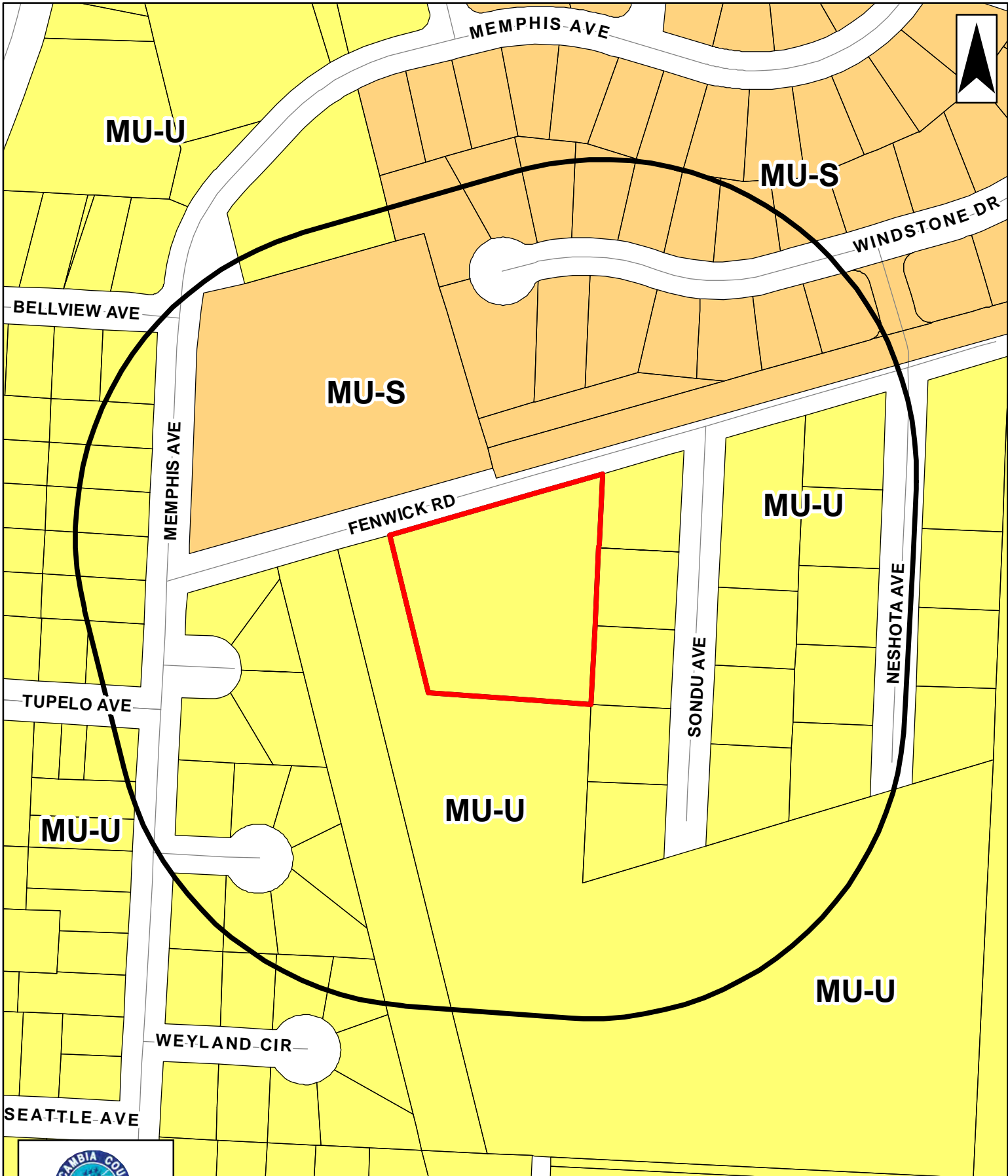

Andrew Holmer
Planning and Zoning Dept.

Z-2013-07 500' RADIUS ZONING



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

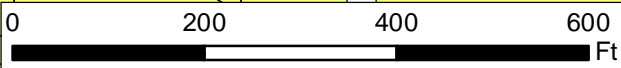
C-1









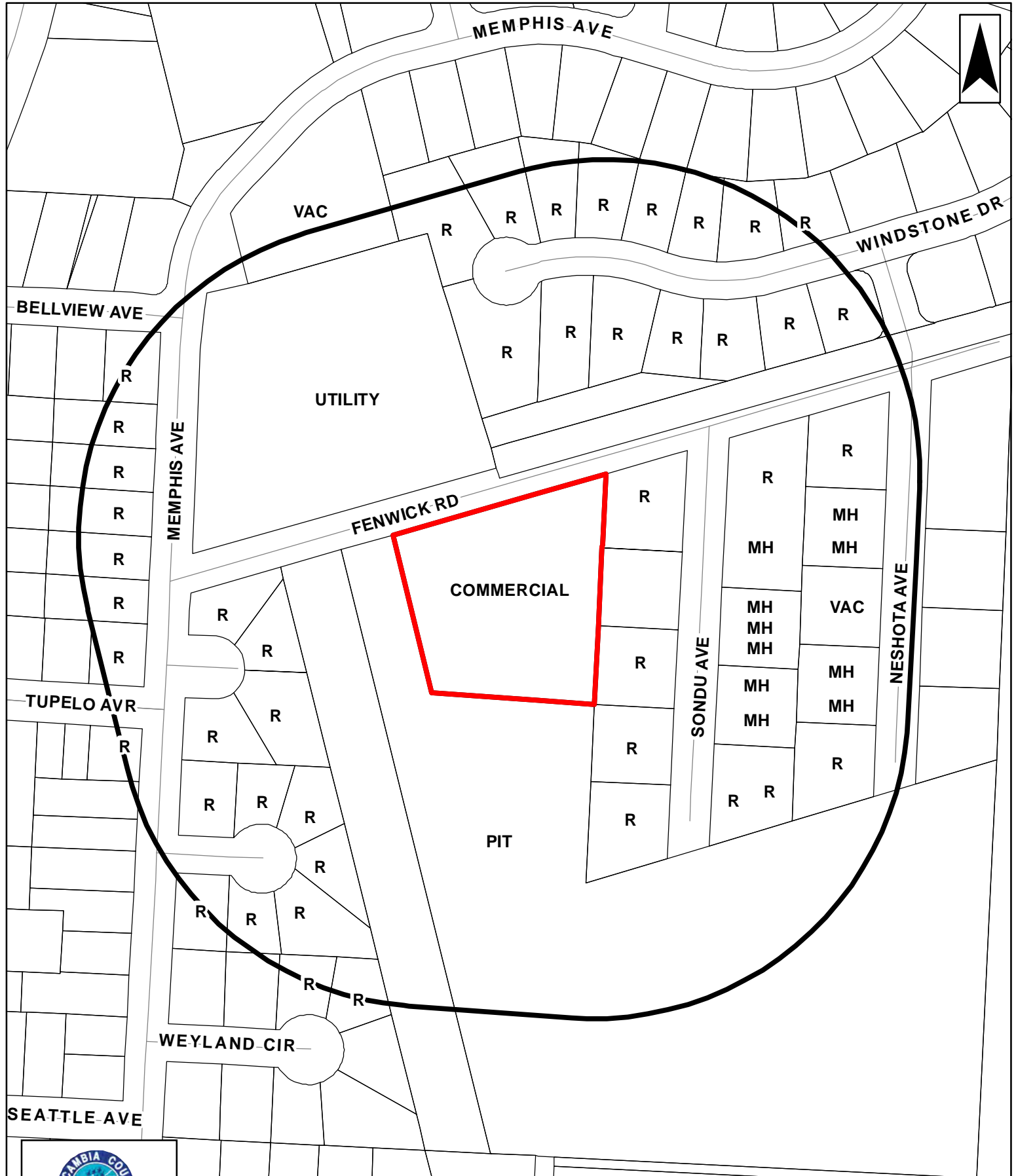
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


Andrew Holmer
Planning and Zoning Dept.

Z-2013-07 FUTURE LAND USE

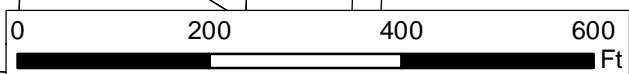







-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD




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 Andrew Holmer
 Planning and Zoning Dept.

**Z-2013-07
 EXISTING LAND USE**




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



FENWICK RD

SONDU AVE



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Andrew Holmer
Planning and Zoning Dept.

Z-2013-07 AERIAL MAP



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



Public Hearing Sign



Looking East along Fenwick



Looking North across Fenwick



Looking South into Site



Looking South into Site



Looking West along Fenwick

Wiley C. "Buddy" Page, MPA, APA
Professional Growth Management Services, LLC

5337 Hamilton Lane
Pace, Florida 32571
Office 850.994.0023 Cell 850.232.9853
budpage1@mchsi.com

April 2, 2013
VIA HAND DELIVERY

Ms. Allyson Cain, Planner III
Escambia County Planning Dept.
3363 West Park Place
Pensacola, Florida 32505

RE: Rezoning From R-5 to C-2
Property Parcel 42-1S-30-3001-001-003
Address: 2755 Fenwick Road - Pensacola, FL

Dear Ms. Cain:

The subject property has been in commercial use for over 25 years and is currently zoned as Residential R-5. By default, the property was taken into possession of Mortgagor Hancock Bank on July 23, 2012 and placed for sale in January 2013. The property was sold to Robinson & Brazwell who now seek to rezone the property to reflect its historic and current commercial use.

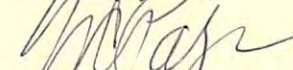
The tenant is a heavy cable installer for AT&T and he stores spools of wire, cable and required tractors, trucks and related equipment on site, thus the request for C-2 zoning. It is important to note that the use is not changing, only ownership. If granted, the change will not increase traffic or have negative impacts on existing utilities or the surrounding natural environment.

A narrative is included to support our request for a roadway requirement waiver (LDC 7.20.03.B) demonstrating that over 80% of the affected block frontage property is being used for commercial activities.

The request is consistent with the LDC and the adopted Comprehensive Plan, has no environmental impact and is not located within an Area of Critical State Concern.

Please contact me if you have any questions or need additional information. Thank you.

Sincerely yours,



Wiley C. "Buddy" Page

Copy: Robertson & Brazwell, LLC

Planning • Zoning • Site Selection • Litigation Support



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:	<input type="checkbox"/> Conditional Use Request for: _____
<input type="checkbox"/> Administrative Appeal	<input type="checkbox"/> Variance Request for: _____
<input type="checkbox"/> Development Order Extension	<input type="checkbox"/> Rezoning Request from: <u>R-5</u> to: <u>C-2</u>

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

Owner(s) Name: Robertson Brazwell Phone: 393-8565

Address: 2814A Copter Road Pensacola, Florida 32514 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: 2755 Fenwick Road Pensacola

Property Reference Number(s)/Legal Description: 42-1N-30-3001-001-003

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.

Robertson Brazwell
Signature of Owner/Agent

Robertson Brazwell
Printed Name Owner/Agent

3-28-13
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 28 day of March 20 13 by _____.

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

Diana Davis
Signature of Notary
(notary seal must be affixed)

Diana Davis
Printed Name of Notary
Diana Davis
Notary Public - State of Florida
My Commission # EE 68785

My Commission # Exp May 9, 2015

FOR OFFICE USE ONLY	CASE NUMBER: <u>Z-2013-07</u>
Meeting Date(s): <u>PB May 6</u>	Accepted/Verified by: <u>A. Cain</u> Date: <u>4/4/13</u>
Fees Paid: \$ <u>1,155.00</u> Receipt #: _____	Permit #: <u>PR2 13020001</u>

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



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 42-1N-30-3001-001-003

Property Address: 2755 Fenwick Road Pensacola, Florida 32526

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 28 DAY OF March, YEAR OF 2017.

[Signature]
Signature of Property Owner

Robertson Brazwell
Printed Name of Property Owner

3-28-17
Date

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2257 Fenwick Road Pensacola, Florida, Florida, property reference number(s) 42-1N-30-3001-001-003

I hereby designate Wiley C. "Buddy" Page for the sole purpose of completing this application and making a presentation to the:

[X] Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.

[] Board of Adjustment to request a(n) on the above referenced property.

This Limited Power of Attorney is granted on this day of the year of, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

[Signature of Property Owner]

Robertson Brazwell
Printed Name of Property Owner

3-28-13
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 28 day of March 2013 by

Personally Known [] OR Produced Identification []. Type of Identification Produced:

[Signature of Notary]

Diana Davis
Printed Name of Notary

(Notary Seal)

Diana Davis
Notary Public - State of Florida
My Commission # EE 68785
My Commission # Exp May 9, 2015

Applicant Response to Required Criteria

Proposed Rezoning at 2755 Fenwick Road

CRITERION (1)

Consistency with the Comprehensive Plan

Whether the proposed rezoning is consistent with the Comprehensive Plan.

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).

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).

FLU 1.3.1 Future Land Use Categories. Intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential uses include Retail and Services, Professional Office, Recreational Facilities and Public and Civic uses.

Applicant Findings

This parcel is currently classified as Mixed Use - Urban which allows the requested change to C-2 Commercial.

CRITERION (2)

Consistent with the Land Development Code

Whether the proposed rezoning is in conflict with any portion of the Code and is consistent with the stated purpose and intent of the Code.

APPLICANT FINDINGS

The rezoning request is consistent with the intent and purpose of the Land Development Code as stated in 6.05.19. The parcel is located between two other road frontage parcels, one of which is an ongoing clay pit mining operation and the other a commercial pest control service with outside storage activities.

CRITERIA (3)

Compatible and the extent to which the proposed rezoning is compatible with existing and proposed uses in the area of the subject property.

APPLICANT FINDINGS

The proposed rezoning is for a parcel that has been in a commercial use for over 25 years. While the ownership has changed, the tenant and use will remain the same. The twenty five year history suggests that the use has been and will continue to be compatible with the neighborhood.

CRITERIA (4)

Changed conditions.

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

APPLICANT FINDINGS

There are no recent changed conditions in the area.

CRITERIA (5)

Effect on natural environment.

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

APPLICANT FINDINGS

No changes of use are anticipated in that the tenant's operation will not change.

CRITERIA (6)

Development Patterns

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

APPLICANT FINDINGS

The proposed rezoning would result in a logical and orderly development pattern. The site abuts a large open mining operation on the west side and an existing pest control service located on the



Development Services Department
Building Inspections Division
 3363 West Park Place
 Pensacola, Florida, 32505
 (850) 595-3550
 Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **577082**

Date Issued. : 04/04/2013

Cashier ID : KLHARPER

Application No. : PRZ130200001

Project Name : Z-2013-07

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	2915	\$1,155.00	App ID : PRZ130200001
		\$1,155.00	Total Check

Received From : ROBERTSON BRAZWELL, LLC

Total Receipt Amount : **\$1,155.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ130200001	669519	1,155.00	\$0.00	2755 FENWICK RD, PENSACOLA, FL, 32526

Total Amount :	1,155.00	\$0.00	Balance Due on this/these Application(s) as of 4/5/2013
-----------------------	-----------------	---------------	---

east side. The intensity of existing uses, then, increases from east to west.

OTHER

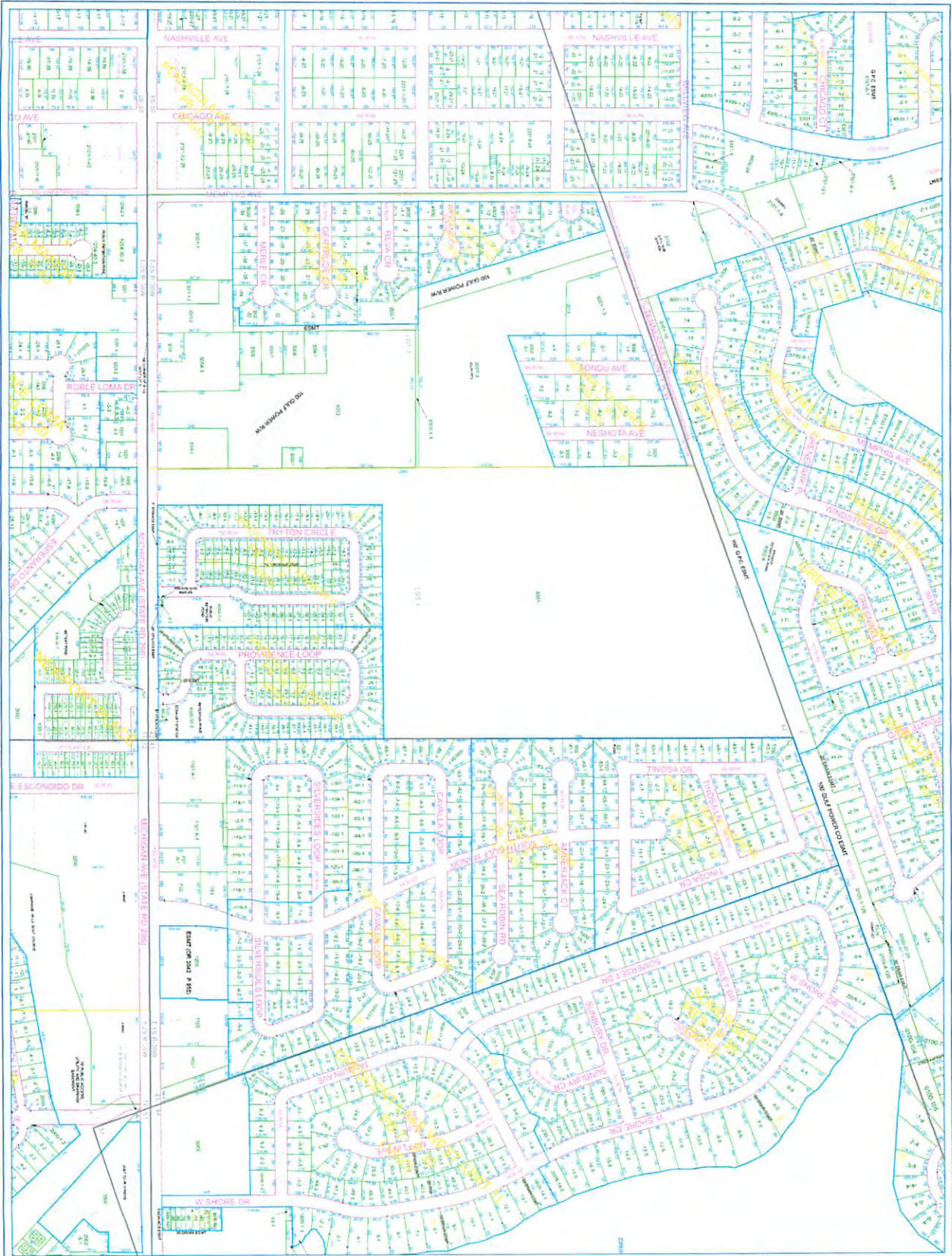
A waiver to the roadway requirements at **LDC 7.20.03.B** is requested based upon the following:

1- The site is located within the 2700 block of Fenwick Road. The block is bounded on the east by Sondu Avenue and on the west by Memphis Avenue. This 2700 block of Fenwick Road measures some 822 feet between Sondu and Memphis as shown on the attached county section map.

2- The 822 feet which makes up the 2700 block of Fenwick Road is made up of 5 parcels of property, 4 of which have existing non-residential uses and one parcel that is a residential site with frontage dimensions as follows:

1- Pest control lot	134 feet frontage	
2- Subject parcel	352	
3- Barrow pit	80	
4- Gulf Power	<u>100</u>	
Total Non-Residential Use Frontage	666	666 feet Comm. Use
5- Residential lot	156	<u>156</u> feet Res. Use
Total Frontage		822 Feet

Therefore **$666 \div 822 = 81\%$** of the block frontage has existing commercial uses which exceeds the 50% minimum standard required at **LDC 7.20.03.B**.














 OFFICE OF COUNTY AUDITOR
 SECTION 42
 T-1S R-30-W
 DATE: 08/11/2011
 SCALE: 3/8" = 1'

SHEET 1 OF 3

This plat was prepared by the Office of County Auditor
 under the authority of the Auditor General of the State of
 Ohio, and is subject to the provisions of the Public
 Access to Records Act, Chapter 149, of the Revised
 Code.

-  Easement
-  City Limits Boundary
-  Subdivision Boundary
-  Property Line
-  Right of Way Line
-  Mascold
-  Right of Way Line
-  Easement
-  Property Line
-  City Limits Boundary
-  Subdivision Boundary
-  Easement
-  City Limits Boundary
-  Subdivision Boundary



2013 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000033447

Entity Name: ROBERTSON BRAZWELL, L.L.C.

FILED
Feb 04, 2013
Secretary of State

Current Principal Place of Business:

2814-A COPTER ROAD
PENSACOLA, FL 32514

Current Mailing Address:

2814-A COPTER ROAD
PENSACOLA, FL 32514

FEI Number: 11-3719184

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROBERTSON, WILSON B
2814-A COPTER ROAD
PENSACOLA, FL 32514 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Manager/Member Detail Detail :

Title	MGRM	Title	MGRM
Name	ROBERTSON, WILSON B	Name	BRAZWELL, JOSEPH LSR
Address	P.O. BOX 7548	Address	P. O. BOX 7548
City-State-Zip:	PENSACOLA FL 32534	City-State-Zip:	PENSACOLA FL 32534

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSEPH L. BRAZWELL, SR.

MANAGING MEMBER

02/04/2013

Electronic Signature of Signing Manager/Member Detail

Date

AGREEMENT TO PURCHASE AND SELL
(Florida Property)

THIS AGREEMENT is made and entered into by and between HANCOCK BANK organized and existing under the laws of the State of Mississippi (hereinafter referred to as "Seller") and ROBERTSON BRAYWELL, L.L.C., a Florida limited liability company, whose principal address is: 2814-A Copley Road, Pensacola, FL 32514, (hereinafter referred to as "Purchaser"), and is effective on the date that the last of the parties hereto have executed this Agreement (hereinafter the Effective Date).

WITNESSETH

1. CONVEYANCE.

(a) In consideration of the mutual obligations undertaken herein, Seller does hereby agree to sell and Purchaser does hereby agree to buy, subject to the terms and conditions hereinafter set forth, the property known as 2755 Fenwick Road, Pensacola, FL 32526, ESCAMBIA COUNTY, FLORIDA, as shown by EXHIBIT "A" attached hereto, and all improvements thereon (hereinafter referred to as the "Property").

(b) Purchaser agrees to purchase the Property subject to all zoning and land use restrictions, title restrictions, reservations, servitudes, easements, rights-of-ways, all documents of record, and all unrecorded documents and other matters affecting title to the Property.

(c) Seller has not made and shall make no representation or warranty concerning the condition, or the suitability for any purpose, of the Property, or any improvements thereon, and the act of sale shall include the following provisions, together with any other provisions that Seller may require in this regard:

"The Property, including all of the buildings and improvements thereon, is sold by Seller and accepted by Purchaser in its present "AS-IS, WHERE-IS" condition with all faults and without any warranties whatsoever."

"As a material and integral consideration for the execution of this act of sale by Seller, Purchaser waives and releases Seller from any and all claims or causes of action to which Purchaser may have or hereafter may otherwise be entitled, based on vices or defects in the Property herein sold, or any improvements or component parts thereof, whether in the nature of implied warranty of fitness or merchantability, reduction of the purchase price, concealment, or any other theory of law. The Purchaser further assumes the risk of all vices and defects in the Property, and all improvements and component parts thereof, whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Purchaser from making this purchase."

"Purchaser further acknowledges that Purchaser (a) had ample opportunity to fully inspect the Property, including, but not limited to the environmental condition of the Property, (b) has inspected the Property to the extent Purchaser deemed necessary, (c) does hereby purchase the Property in its present condition, and (d) does hereby purchase the Property subject to any physical encroachments on the Property and any physical encroachments onto adjacent property by improvements located on the Property."

"Purchaser further waives and releases Seller from and agrees to protect, defend and indemnify Seller from and against any and all claims, demands, causes of action, liens, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees, court costs, remediation, clean up or other response costs) of any and every kind or character, known or unknown, fixed or contingent, involving or relating to the Property, arising under or in connection with any federal, state or local law, rule, regulation, order, permit, or ordinance pertaining or relating to the environment including, but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9607 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.), the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as they now exist or may subsequently be modified, supplemented or amended."

2. TIME. Time being of the essence, the transfer of title of the Property (the "Closing") shall be effected at the office of the attorney or closing agent ("Closing Agent"). Place of closing to be chosen by Seller and shall take place no later than May 25, 2013. The sale shall be via a special warranty deed form provided by Seller.

3. PURCHASE PRICE. The purchase price shall be Two Hundred Eighty Five Thousand and no/100 Dollars (\$285,000.00) (the "Purchase Price"), which shall be paid to Seller in cash.

4. DEPOSIT.

(a) Purchaser, upon acceptance hereof, shall immediately, and not later than 72 hours after the Effective Date, deliver to Escrow & Title Agent: First American Title attention Teri Kitchen at 810 Scenic Highway, Pensacola, FL 32503, 850-473-0044, (X) Seller's escrow, the issuing and closing agent, the sum of Five Thousand and no/100 (\$5,000.00) Dollars as a deposit. The deposit(s) furnished by Purchaser pursuant to this Agreement shall hereinafter sometimes collectively be referred to as the "Deposit". If Purchaser terminates this Agreement prior to expiration of the Due Diligence Period (defined *infra*), then the Deposit furnished by Purchaser pursuant to

this Paragraph 4(a) hereof shall be returned immediately to Purchaser. If Purchaser does not terminate this Agreement prior to expiration of the Due Diligence Period, then the Deposit shall (subject to the provisions of Paragraph 6(b) and Paragraph 8 hereof) become the property of Seller and non-refundable, but will be credited to the Purchase Price upon closing.

(b) Seller agrees to allow Purchaser access to the Property for all reasonable purposes during reasonable business hours after the Effective Date hereof, provided, however, that Purchaser indemnifies and holds Seller harmless from and against any and all losses or liability as a result of Purchaser, its agents, contractors or employees entering on the Property and further agrees to defend Seller from any claim made as a result thereof.

5. **DUE DILIGENCE.** Purchaser shall have until May 13, 2013 to inspect the Property, and to check zoning and environmental considerations regarding the Property (the "Due Diligence Period"). At any time during the Due Diligence Period, Purchaser may terminate this Agreement by notifying Seller in writing by mail or facsimile if Purchaser feels for any reason whatsoever that the Property is unmerchantable or is unsatisfactory for the intended purposes of Purchaser. Unless Purchaser notifies Seller in writing prior to the expiration of the Due Diligence Period that Purchaser elects to terminate this Agreement, Purchaser will (subject to the provisions of Paragraph 6(b) hereof) become unconditionally bound to purchase the Property pursuant to the terms set forth in this Agreement. Within ten (10) days of written request of Seller, any and all environmental reports regarding the Property shall be provided to Seller.

6. **FINANCING.** This is a cash sale which is not contingent upon any matter including, but not limited to, the ability of purchaser to obtain financing for this purchase.

7. **CLOSING.** At Closing the following shall apply:

(a) Taxes for the calendar year in which the sale is completed shall be prorated as of the date of execution of the act of sale. Seller is obligated for the payment of taxes and assessments that became due and payable prior to the Closing. Purchaser shall be obligated for the payment of all taxes due and assessments payable after the Closing. Any rents and income accruing from the Property shall be prorated as of the date of the execution of the act of sale. All of Seller's Interest in any security deposits shall be transferred to Purchaser at the Closing. Purchaser shall assume all liabilities and obligations in connection with any leases affecting the Property, including the return of deposits. Purchaser shall purchase the Property subject to any leases of record or otherwise, if any.

(b) All Closing costs including, without limitation, costs of any certificates, tax researches, survey, recordation costs, transaction tax, sales tax, or other registration fees and charges shall be paid by Purchaser, except that Seller will pay for Realtor fees, title insurance and documentary stamp taxes on the deed executed in connection with the sale of the Property.

(c) Seller shall convey title by Special Warranty Deed, subject to the matters listed in Paragraph 1(b) of this Agreement. The act of sale shall contain any provisions that Seller may require in this regard.

(d) Seller shall deliver possession at Closing.

(e) Seller shall apply the Deposit to the Purchase Price.

(f) Purchaser and Seller shall each be responsible for their own attorneys' fees incurred in connection with the Closing.

(g) All aspects of closing, recording, and documentary stamps shall be controlled by the laws of the State of Florida, and Escambia County.

8. **DEFAULT.** If Seller fails to perform any of Seller's obligations hereunder within the time stipulated herein, Purchaser shall have the right either to demand the return of the Deposit, or alternatively, Purchaser may demand specific performance. If Purchaser fails to perform any of Purchaser's obligations hereunder, within the time stipulated herein, Seller shall have the right to declare the Deposit forfeited, without formality beyond tender of title to Purchaser, or alternatively, Seller may demand specific performance.

9. **ENERGY EFFICIENCY.** Purchaser may, at Purchaser's expense, have the Property's energy efficiency rating determined.

10. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Purchaser may, at Purchaser's expense, have an appropriately licensed person test the Property for radon.

11. **PROPERTY TAX DISCLOSURE SUMMARY.** PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION

12. **COMMISSIONS.** Seller shall pay a real estate broker's commission of (6%) of the sales price to be allocated as to Listing/Selling Agent, Don Neal of Neal and Company LLC, (850). The commission shall be earned and payable only at closing of the sale of the Property and upon receipt by Seller of the sale proceeds.

No other parties are entitled to commissions relating to the sale of the Property.

13. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understanding and negotiations with respect to the subject matter hereof.

14. **ATTORNEYS FEES.** If any party fails to comply with the terms of this Agreement, if accepted, then such defaulting party is obligated to and agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its respective rights.

15. **COUNTERPART.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

16. **NOTICES.** All notices or communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered in person or when received by the party being notified by notice deposited in the United States mail, postage prepaid, certified mail, overnight courier, return receipt requested, addressed to the party being notified at its address shown below, or at such other address as may be indicated through proper written notice.

17. **SURVIVAL.** All obligations relating to the conveyance of the Property as set forth in this Agreement shall survive any closing on the Property. Additionally, Purchaser's obligations to indemnify Seller shall survive any closing on the sale of the Property, and any other termination of this Agreement.

18. **ASSIGNABILITY.** If Purchaser intends to assign this Agreement to a related entity, Purchaser must do so, in writing, prior to the expiration of five (5) calendar days from the effective date of this agreement. Purchaser may not assign its interest in the Agreement to any other person or entity without Seller's written consent, which shall not be unreasonably withheld by Seller.

19. **EXECUTION.** This Agreement has been signed by Seller on this 13th day of March, 2013, and shall stand as an offer which, if accepted by Purchaser by 5:00 p.m.(CST) on the 16th day of March, 2013, shall constitute an Agreement to Purchase and Sell as provided herein. This offer shall be considered to have been accepted upon the execution by all parties hereto and upon the delivery of notice thereof by Purchaser to Seller. If Purchaser does not accept Seller's offer within the required time and in the required manner, then this instrument shall become null and void, and the parties shall have no further obligation to each other hereunder. This Agreement, the Buyers and the relating purchase are subject to regulatory compliance to requirements of the Dodd-Frank Act.

Purchaser acknowledges that nothing contained in this Agreement, shall constitute or be construed as an acceptance by Seller as lender of any of the financing terms that may be set forth herein. This Agreement does not constitute an agreement to make any financial accommodations whatsoever to Purchaser, does not constitute an approval of a loan to Purchaser, and does not constitute a commitment to lend any funds to Purchaser on the terms set forth herein or on any terms whatsoever. If Purchaser desires to request financing from Seller, Purchaser understands and agrees that Purchaser must make a written application, separate from this Agreement, to Seller, as lender, and submit said application for approval to the appropriate bank officer/department. At the time of making such application for the loan, Purchaser must meet all of Seller's financing requirements as lender. Seller's entering into this Agreement does not mean that Purchaser has met any of Seller's financing requirements as lender.

This provision shall apply to this Agreement and is expressly incorporated by reference herein into any and all amendments, endorsements, addenda, or modifications to this Agreement.

This Agreement is effective as of the date of execution by Purchaser and Seller.

PURCHASER:

ROBERTSON BRASWELL, LLC

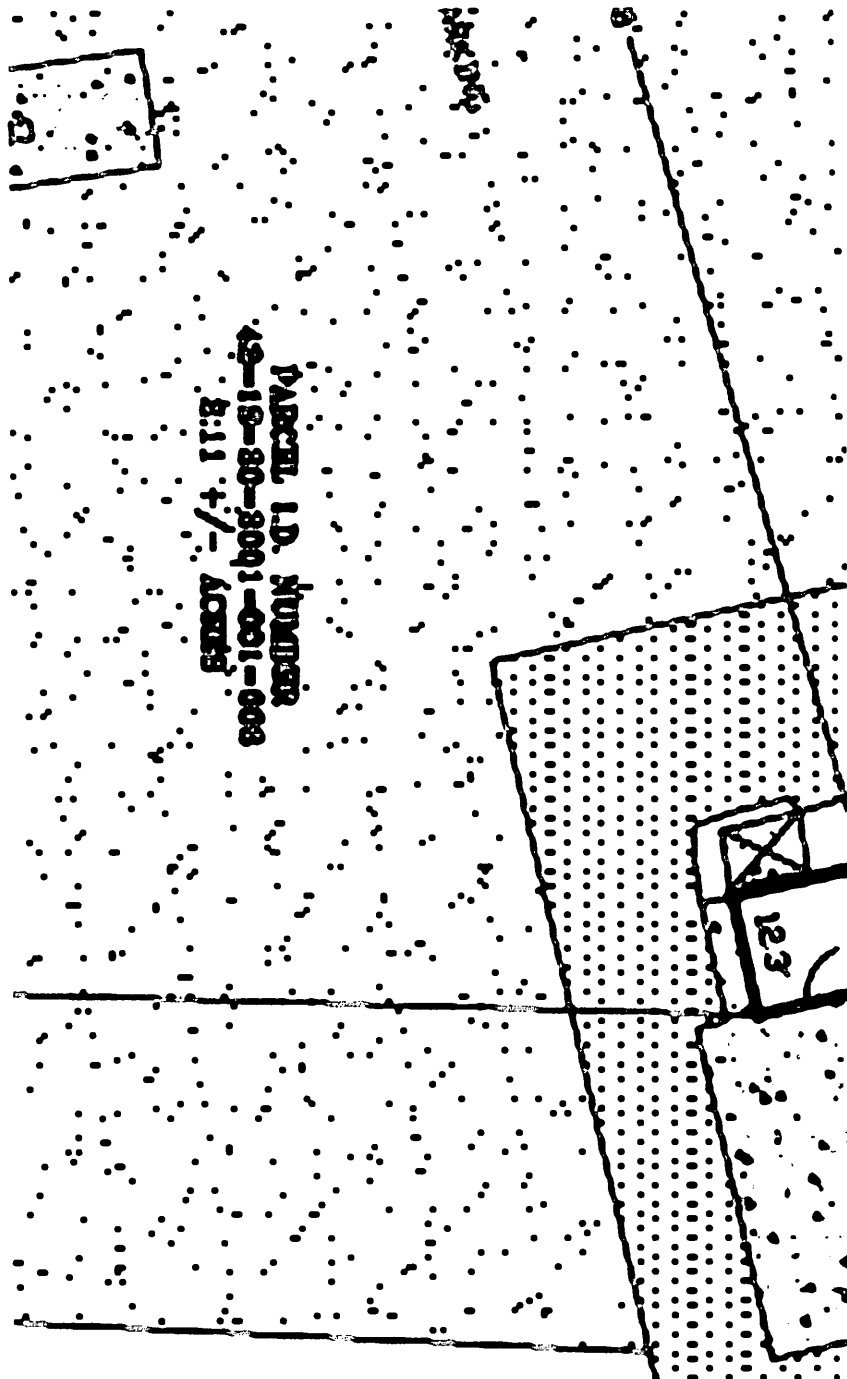
J. Lamar Braswell
By: J. LAMAR BRASWELL
Date: 3/14/13
Address: 2014-A COPIER RD
PENSACOLA, FL 32514

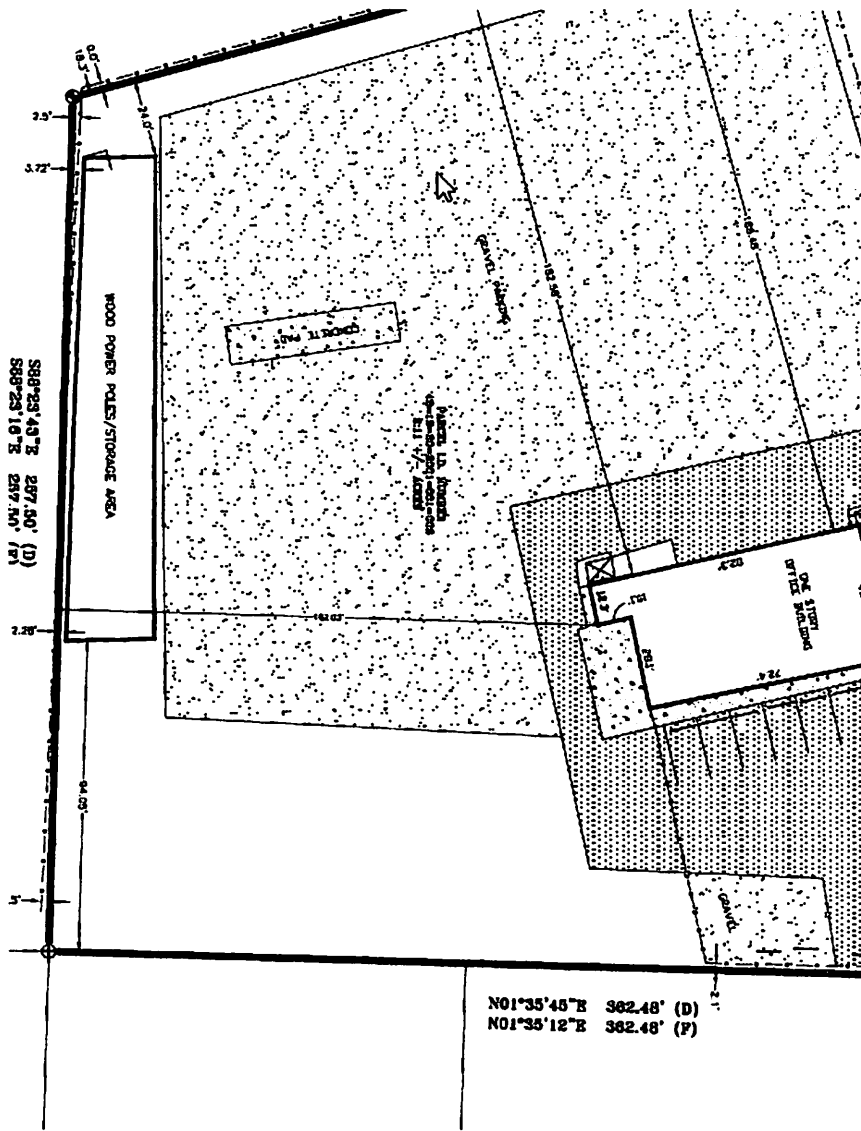
SELLER: HANCOCK BANK

Deborah Hunt
By: Deborah Hunt
Title: VICE-PRESIDENT
Date: March 13, 2013
Address: 1022 W. 23rd Street-2nd floor
Panama City, FL 32405

EXHIBIT "A"

Commence at the Northeast corner of Section 42, Township 1 South, Range 30 West, Escambia County, Florida; thence $S72^{\circ}33'49''W$ along the North line of the said Section 42 for a distance of 2081.42 feet; thence $S01^{\circ}35'45''W$ for a distance of 34.90 feet to the point of beginning and the Northwest corner of Lot 1, Block 1, HENRIETTA ACRES, according to the plat as recorded in Plat Book 5 at Page 2 of the Public Records of Escambia County, Florida, said point lying on the Southerly right-of-way line of Fenwick Road (60' R/W) previously known as Tennessee Avenue; thence $S72^{\circ}33'45''W$ along the Southerly right-of-way line of Fenwick Road (60' R/W) a distance of 382.31 feet; thence departing said right-of-way line go $S15^{\circ}21'15''E$ along a line being 80.00 feet Easterly and perpendicular to the East line of the Gulf Power Company Easement (100' R/W) a distance of 258.79 feet; thence go $S88^{\circ}23'43''E$ a distance of 257.60' to the West line of Block 1 of the aforesaid HENRIETTA ACRES; thence go $N01^{\circ}35'45''E$ along said Westerly line a distance of 382.48 feet to the point of beginning; the above described parcel of land is lying and being in a portion of Government Lot 3, Section 42, Township 1 South, Range 30 West, Escambia County, Florida.





S88°23'43"E 297.80' (D)
 S88°23'18"E 287.18' (D)

N01°35'45"E 362.48' (D)
 N01°35'12"E 362.48' (P)



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: 5-6-2013

Rezoning Quasi-judicial Hearing

Rezoning Case #: 2013-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: Buddy Page

*Address: 5337 Hamilton *City, State, Zip: Pace

Email Address: budp@page1@mchsi.com Phone:

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

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: 5/6/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [X] Against

*Name: Robin Foster

*Address: 226 Windstone Dr. *City, State, Zip: Pensacola, FL 32526

Email Address: swimmer1.rf@gmail.com Phone: 850 5256212

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).
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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

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: 5/6/13

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2013-07

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

In Favor [checked] Against

*Name: Jennifer Suarez

*Address: 2371 Windstro Dr *City, State, Zip: Pensacola FL 32524

Email Address: jennifer9892@yahoo.com Phone: 293-4993

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.

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.
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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.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME DAVIS, DOROTHY MESSIER	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE PLANNING ZONING
MAILING ADDRESS 8300 Wildelake Rd.	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY Pensacola FL Escambia	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 5-6-2013	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Dorothy M. Davis, hereby disclose that on May 6, 2013:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows: -

I am acquainted with the owners of the property being rezoned 2-2013 (Robertson and Brazwell, LLC)

5-6-2013

Date Filed

D.M. Davis

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 2013-07

OR

Agenda Item Number/Description:

In Favor Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton *City, State, Zip: Pace

Email Address: budpage1@nchs.net Phone: 232 9853

Please indicate if you:

- would like to be notified of any further action related to the public hearing item.
do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4791

Growth Management Report 13. 2.

BCC Regular Meeting

Public Hearing

Meeting Date: 09/05/2013

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 August 5, 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-2013-07 was heard by the Planning Board on August 5, 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-2013-07
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-2NA, General Commercial District and Light Manufacturing District (cumulative), Adult Entertainment, Bars, and Nightclubs are Prohibited Uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (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-4727

Growth Management Report 13. 1.

BCC Regular Meeting

Action

Meeting Date: 09/05/2013

Issue: Pale Moon Estates - Final Plat

From: T. Lloyd Kerr, AICP, Department Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Pale Moon Estates Permit #110800008

That the Board take the following action concerning the recording of the Final Plat of Pale Moon Estates, (a private 8-lot single family residential subdivision), located in the Perdido Key/Innerarity Community on Pale Moon Drive. It is owned and developed by Pale Moon Estates, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Director and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 4.02.07.E, of the Escambia County Land Development Code. Also, prior to recording, the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

A. Approve the final plat for recording; and

B. Accept the public drainage improvements within the Public Drainage and Access Easement "A", as depicted upon the final plat for permanent County maintenance. The cost of maintenance for drainage improvements are to be funded through the establishment of a stormwater management MSBU (Municipal Services Benefit Unit).

BACKGROUND:

The preliminary plat was approved on January 12, 2005. Construction plans were approved on August 10, 2006. The Escambia County Development Services Department inspected the improvements on July 19, 2013, and found improvements substantially complete and in accordance with applicable County requirements. An executed Covenants and Restrictions will be recorded with the final plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Escambia County Road Department budgets will reflect additional costs to maintain drainage and access improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the Escambia County Land Development Code – (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-offs given by the Escambia County Engineer, Escambia County Surveyor and Development Services Director, it shall be transmitted to the Escambia County Clerk of Court's Office for recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

County staff has been in contact with the developer's engineer/surveyor, Escambia County Road Department, County Building Inspections and Development Services Department.

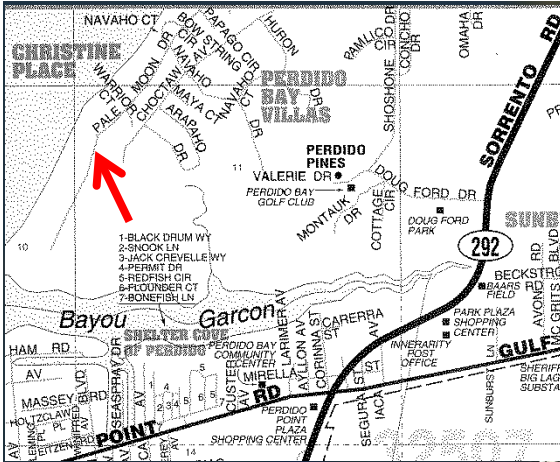
Attachments

Location Map

Final Plat

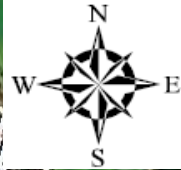
PALE MOON ESTATES

Final Plat



VICINITY MAP

PERDIDO BAY



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 08/01/13 DISTRICT 1



Pale Moon Estates

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: *[Signature]* Date: 6/7/13
 Director, Development Services Department - T. Lloyd Kerr, AICP

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



PREPARED BY
 ROB L. WORKING
 PROFESSIONAL SURVEYOR AND MAPPER
 1801 CREIGHTON ROAD
 PENSACOLA, FLORIDA 32504
 (850)857-4400

ENGINEER
 JERRY W. MCGUIRE AND ASSOCIATES, PA
 JMA ENGINEERING SERVICES, INC
 P O BOX 4348
 MILTON, FLORIDA 32572-4348
 (850)993-7323

OWNER AND DEVELOPER
 PALE MOON ESTATES, LLC
 A FLORIDA LIMITED LIABILITY COMPANY
 4 PARKDALE DRIVE
 NORTH BABYLON, NEW YORK 11703
 (516)672-2322

PALE MOON ESTATES

ESCAMBIA COUNTY, FLORIDA
 FRACTIONAL SECTIONS 10 & 11, TOWNSHIP 3 SOUTH, RANGE 32 WEST,
 ZONED: R-1/SDD FLU: MU-S
 8 LOT RESIDENTIAL SUBDIVISION
 JUNE 2013

DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT PALE MOON ESTATES, LLC A FLORIDA LIMITED LIABILITY COMPANY & A HOLDING COMPANY AND P & M DEVELOPERS OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON KNOWN AS PALE MOON ESTATES HEREBY DEDICATE DRAINAGE AND ACCESS EASEMENT A AS SHOWN ON SAID PLAT TO THE PUBLIC EXCEPT AS EXPRESSLY PROVIDED HEREIN IT IS NOT THE INTENT OF THE UNDERSIGNED BY ADOPTING AND RECORDING THIS PLAT TO DEDICATE TO THE GENERAL PUBLIC ANY RIGHTS RETENTION AREA PARCEL A COMMON AREAS OR ADJACENTS ON THIS PLAT IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED PURSUANT TO DUE AND PROPER AUTHORIZATION
 THIS _____ DAY OF _____ 2013 SIGNED IN THE PRESENCE OF

WITNESS _____
 PRINT NAME: PALE MOON ESTATES LLC OWNER

WITNESS _____
 PRINT NAME: NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. _____
 MY COMMISSION EXPIRES: _____

WITNESS _____
 PRINT NAME: P&M DEVELOPERS LLC MORTGAGEE

WITNESS _____
 PRINT NAME: NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. _____
 MY COMMISSION EXPIRES: _____

WITNESS _____
 PRINT NAME: J&A HOLDING COMPANY MORTGAGEE

WITNESS _____
 PRINT NAME: NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. _____
 MY COMMISSION EXPIRES: _____

STATE OF FLORIDA, COUNTY OF ESCAMBIA
 BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____ OF PALE MOON ESTATES, LLC A FLORIDA LIMITED LIABILITY COMPANY KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH THEY DID NOT TAKE AN OATH AND THEY ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED IDENTIFICATION GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2013

NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF COUNTY CLERK
 I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____ 2013 IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY

PAM CHILDERS
 CLERK OF COURTS
 ESCAMBIA COUNTY FLORIDA

SURVEYORS CERTIFICATE
 THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT PRESENTATION OF THE LAND DESCRIBED HEREIN THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177 OF THE FLORIDA STATUTES AND THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J 17 OF THE STATE OF FLORIDA ADMINISTRATIVE CODE SIGNED THIS _____ DAY OF _____ 2013

ROB L. WORKING PS# 69878
 300 SURVEYING SERVICES LDR#712
 1801 CREIGHTON ROAD
 PENSACOLA, FLORIDA 32504
 850-857-4400

APPROVAL, BOARD OF COUNTY COMMISSIONERS
 I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN THEIR MEETING HELD ON THE _____ DAY OF _____ 2013 WAS APPROVED FOR FILING BY SAID BOARD AND I WAS INSTRUCTED TO SO CERTIFY HEREOF

PAM CHILDERS
 CLERK OF COURTS

APPROVED
 T. LLOYD KERR AICP DEVELOPMENT SERVICES DIRECTOR
 ESCAMBIA COUNTY FLORIDA

DATE: _____

APPROVED
 JOY BLACKMON P.E. COUNTY ENGINEER & PUBLIC WORKS DIRECTOR ESCAMBIA COUNTY FLORIDA

DATE: _____

CERTIFICATE OF PLAT REVIEW
 THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177 PART 1 PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS DAY OF _____ 2013

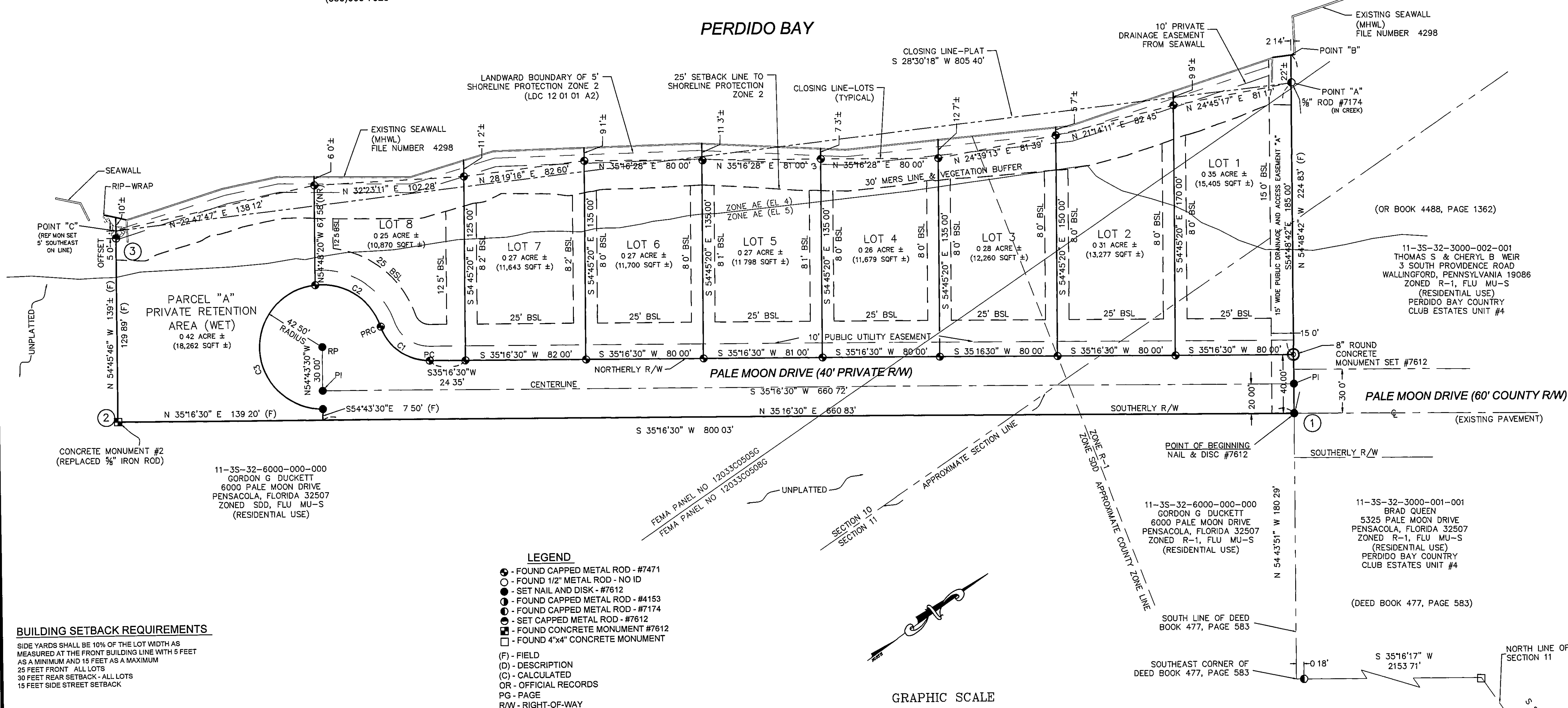
R. S. COLOCAO PSM
 COUNTY SURVEYOR
 FLORIDA CERTIFICATION NO. 6049

ENGINEERS CERTIFICATE
 I, JERRY W. MCGUIRE HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR PALE MOON ESTATES AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE AND OTHER IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT RESTRICTIONS
 SIGNED THIS _____ DAY OF _____ 2013

JERRY W. MCGUIRE P.E. FLORIDA ENGINEERING #39572
 JERRY W. MCGUIRE AND ASSOCIATES
 P O 4348
 MILTON FLORIDA 32572-4348

CERTIFICATE OF ATTORNEY
 I, STEPHEN B. SMELL, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE AS AMENDED
 SIGNED THIS _____ DAY OF _____ 2013

STEPHEN B. SMELL ATTORNEY
 228 PALAFOX PLACE, 9th FLOOR
 PENSACOLA, FLORIDA 32502

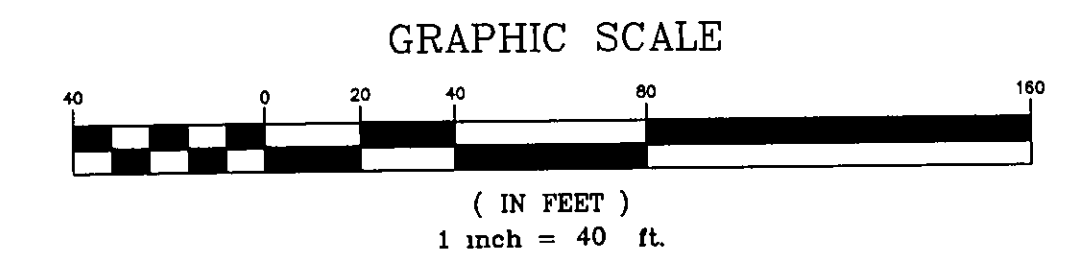


BUILDING SETBACK REQUIREMENTS
 SIDE YARDS SHALL BE 10% OF THE LOT WIDTH AS MEASURED AT THE FRONT BUILDING LINE WITH 5 FEET AS A MINIMUM AND 15 FEET AS A MAXIMUM
 25 FEET FRONT - ALL LOTS
 30 FEET REAR SETBACK - ALL LOTS
 15 FEET SIDE STREET SETBACK

GENERAL NOTES

- THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO SOUTH 35°16'30" WEST ALONG THE SOUTHERLY R/W LINE OF PALE MOON DRIVE (40' PRIVATE R/W)
- ALL LOT LINES ARE RADIAL TO STREET RIGHT-OF-WAY EXCEPT AS NOTED BY (NR)
- ANY PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE GAS OR OTHER PUBLIC UTILITY IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE SECTION 177.091(28)
- ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS
- THE SIGN (°) MEANS "DEGREES" THE SIGN (') MEANS "MINUTES" OR "FEET", AND THE SIGN (") MEANS "SECONDS"
- THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY
- MEAN HIGH WATER SURVEY FILE NUMBER 4298
- ALL LANDSCAPING, FENCING, RETAINING WALL OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PUBLIC DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH THE SAID DRAINAGE EASEMENT. ALL DRAINAGE EASEMENTS SHALL REMAIN ACCESSIBLE AT ALL TIMES

- LEGEND**
- - FOUND CAPPED METAL ROD - #7471
 - - FOUND 1/2" METAL ROD - NO ID
 - - SET NAIL AND DISK - #7612
 - - FOUND CAPPED METAL ROD - #4153
 - - FOUND CAPPED METAL ROD - #7174
 - - SET CAPPED METAL MONUMENT #7612
 - - FOUND CONCRETE MONUMENT #7612
 - - FOUND 4"x4" CONCRETE MONUMENT
- (F) - FIELD
 (D) - DESCRIPTION
 (C) - CALCULATED
 OR - OFFICIAL RECORDS
 PG - PAGE
 R/W - RIGHT-OF-WAY
 PC - POINT OF CURVATURE
 RP - RADIUS POINT
 PI - POINT OF INTERSECTION
 PRC - POINT OF REVERSE CURVATURE
 ECUA - EMERALD COAST UTILITY AUTHORITY
 FDEP - FLORIDA DEPARTMENT OF ENVIRONMENT PROTECTION
 RCP - REINFORCED CONCRETE PIPE
 SQFT - SQUARE FEET
 MERS - MARINE, ESTUARY, RIVERINE SETBACK
 MHWL - MEAN HIGH WATER LINE
 NR - NON-RADIAL



LEGAL DESCRIPTION
 COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 3743 35 FEET TO A 4"x4" CONCRETE MONUMENT, THENCE SOUTH 35 DEGREES 16 MINUTES 17 SECONDS WEST A DISTANCE OF 2153 71 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 477, AT PAGE 583 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 54 DEGREES 43 MINUTES 51 SECONDS WEST A DISTANCE OF 180 29 FEET TO A 5/8" NAIL AND DISK # 7612 AND THE POINT OF BEGINNING, THENCE CONTINUE NORTH 54 DEGREES 46 MINUTES 42 SECONDS WEST A DISTANCE OF 224 83 FEET TO A 5/8" IRON ROD #7174 HEREAFTER REFERRED TO AS POINT "A", THENCE CONTINUE ON AN EXTENSION OF THE LINE LAST DESCRIBED 22 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF PERDIDO BAY AND A POINT HEREAFTER REFERRED TO AS POINT "B", THENCE RETURNING TO THE POINT OF BEGINNING GO SOUTH 35 DEGREES 16 MINUTES 30 SECONDS WEST A DISTANCE OF 800 03 FEET TO A 4" x 4" CONCRETE MONUMENT #7612, THENCE NORTH 54 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 129 89 FEET TO A 1/2" IRON ROD #7612 HEREAFTER REFERRED TO AS POINT "C" WHICH BEARS SOUTH 28 DEGREES 30 MINUTES 18 SECONDS WEST A DISTANCE OF 805 40 FEET FROM POINT "A", THENCE CONTINUE ON AN EXTENSION OF THE LINE LAST DESCRIBED 10 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF PERDIDO BAY, THENCE ALONG THE MEAN HIGH WATER LINE OF PERDIDO BAY TO POINT "B" AND THE END OF THIS DESCRIPTION, CONTAINING 3 40 ACRES, MORE OR LESS

THE PARCEL SHOWN FOR DEVELOPMENT IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE(S) AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DESCRIBED BELOW

FLOOD ZONES	COMMUNITY NUMBER	MAP NUMBER	PANEL NUMBER	SUFFIX	MAP REVISION DATE
AE (EL 4)	120090	12033C	0505 & 0508	G	SEPTEMBER 29, 2006
AE (EL 5)	120090	12033C	0505 & 0508	G	SEPTEMBER 29, 2006

NOTE
 -TIES TO THE ESCAMBIA COUNTY GPS NETWORK WERE MADE IN ACCORDANCE WITH THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE

STATE PLANE COORDINATE TABLE

PT #	NORTHING	EASTING
①	495041 88	1042113 35
②	494415 65	1041615 47
③	494496 42	1041513 75

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	35 00'	71°10'51"	43.48'	40.74'	N70°51'54"E
C2	42 50'	77°14'35"	57.30'	53.05'	S87°50'02"W
C3	42 50'	174°02'34"	129.10'	84.89'	S57°42'15"E



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4801

Growth Management Report 13. 1.

BCC Regular Meeting

Consent

Meeting Date: 09/05/2013

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:

October 3, 2013

A. 5:45 p.m.- A Public Hearing to amend the official Zoning map to include the following Rezoning Cases to be heard by the Planning Board on September 9, 2013.

Case No.: **Z-2013-17**

Address: 900 Jacks Branch Road

Property 05-1N-31-1100-000-000

Reference No.:

Property Size: 801.11 (+/-) acres

From: VAG-1, Villages Agriculture Districts, Gross Density (five du/ 100 acres on one-acre parcels)

To: R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre) and; C-1, Retail Commercial District (cumulative) (25 du/acre) and; V-5, Villages Clustered Residential District, Gross Density (four du/acre, if sewerred and clustered) Gross Density (one du/acre, if unsewered) and; R-3, One-Family and Two-Family District, (cumulative) Medium Density (ten du/acre)

FLU Category: AG/RC, Agriculture and Recreation

Commissioner 5

District

Requested by: Brad McLaughlin, Agent for DDJ Land Company, LLC, Owners

B. 5:46 - A Public Hearing - CIE Annual Report

C. 5:47 - A Public Hearing - Article 12 - Coastal Management



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4829

County Administrator's Report 13. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/05/2013

Issue: Scheduling of Public Hearing to consider amending Article II, Chapter 46 Purchases and Contracts for Local Preference

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Consideration of Amendments to the Code of Ordinances, Article II, Chapter 46, Purchases and Contracts for Local Preference - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the scheduling of a Public Hearing for September 16, 2013, at 5:31 p.m., to consider amending the Code of Ordinances, Article II, Chapter 46, Purchases and Contracts, Sections 46-82, Sealed Bid Process, and Section 46-110 - Local Preference, establishing a local preference in the competitive sealed bid process.

BACKGROUND:

The Board of Commissioners directed staff to pursue changes in the sealed bid process to allow for a preference for local businesses at the Committee of the Whole on August 15, 2013 and ratified the decision at the regular meeting of the Board of Commissioners on August 20, 2013.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendments to the Code of Ordinance will be prepared by the County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with the code of ordinance of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4802

County Administrator's Report 13. 2.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/05/2013

Issue: Schedule a Public Hearing Concerning Vacating an Un-Named Right-of-Way in Pensacola Home Orchards 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 an Unnamed Right-of-Way in the Pensacola Home Orchards Subdivision - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for October 3, 2013, at 5:31 p.m., to consider the Petition to Vacate an unnamed right-of-way in the Pensacola Home Orchards Subdivision (20 feet by 315 feet = 6,300 square feet or approximately 0.14 acres), as petitioned by Southern District of the Christian and Missionary Alliance, Inc.

BACKGROUND:

Petitioners own a parcel of property in the Pensacola Home Orchards Subdivision, at 4918 Mobile Highway. The parcel has a 20' wide un-named right-of-way bisecting the parcel as shown on the plat of said Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524, of the public records of Escambia County, Florida. Petitioners are requesting that the Board vacate any interest the County has in the un-named right of way (20' x 315' = 6300 square feet or approximately 0.14 acres), as shown on the plat of said subdivision, lying between Lot 1, Block E and Lot 40, Block S, Pensacola Home Orchards Subdivision. Staff has expressed no opinion on the title to the vacated area if petitioner's request were approved.

Engineering staff and concerned utility companies have reviewed this request and none have any objection to the proposed 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 used 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 or Petitioners' agent 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 or Petitioners' agent to advertise the Notice of Public Hearing.

Attachments

Petition

Plat Deed Book 87 at Page 524

Aerial View

**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

20 Foot Strip of land (see attached Exhibit)

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

All of that certain un-named right-of-way (20' x 330') as shown on the plat of Pensacola Home Orchards Subdivision as recorded in Plat Deed Book 87 at Page 524 of the public records of Escambia County, Florida, lying between Lot 1, Block 'E' and Lot 40, Block 'S' of said Pensacola Home Orchards Subdivision. All lying and being in Section 14, Township 2 South, Range 30 West, Escambia County, Florida.

1. That the Petitioner(s), **Southern District of the Christian and Missionary Alliance, Inc.** Presently own 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:

**That 20' strip of land that divides parcel
14-2S-30-2001-001-005
See Exhibit Below**

2. That the Petitioner(s), **Southern District of the Christian and Missionary Alliance, Inc.** desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 14 Township 2 South Range 30 West and recorded in Plat Deed Book 87 at Page 524 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.

Southern District of the Christian and Missionary Alliance, Inc.
Corporation of Company Name

Rev. Fred King
Petitioner(s) Name

5998 Deerfoot Pkwy
Street Address

Trussville, AL
City State

(205) 661-9585 (Off) / (205) 266-3959 (Cell)
Phone Number

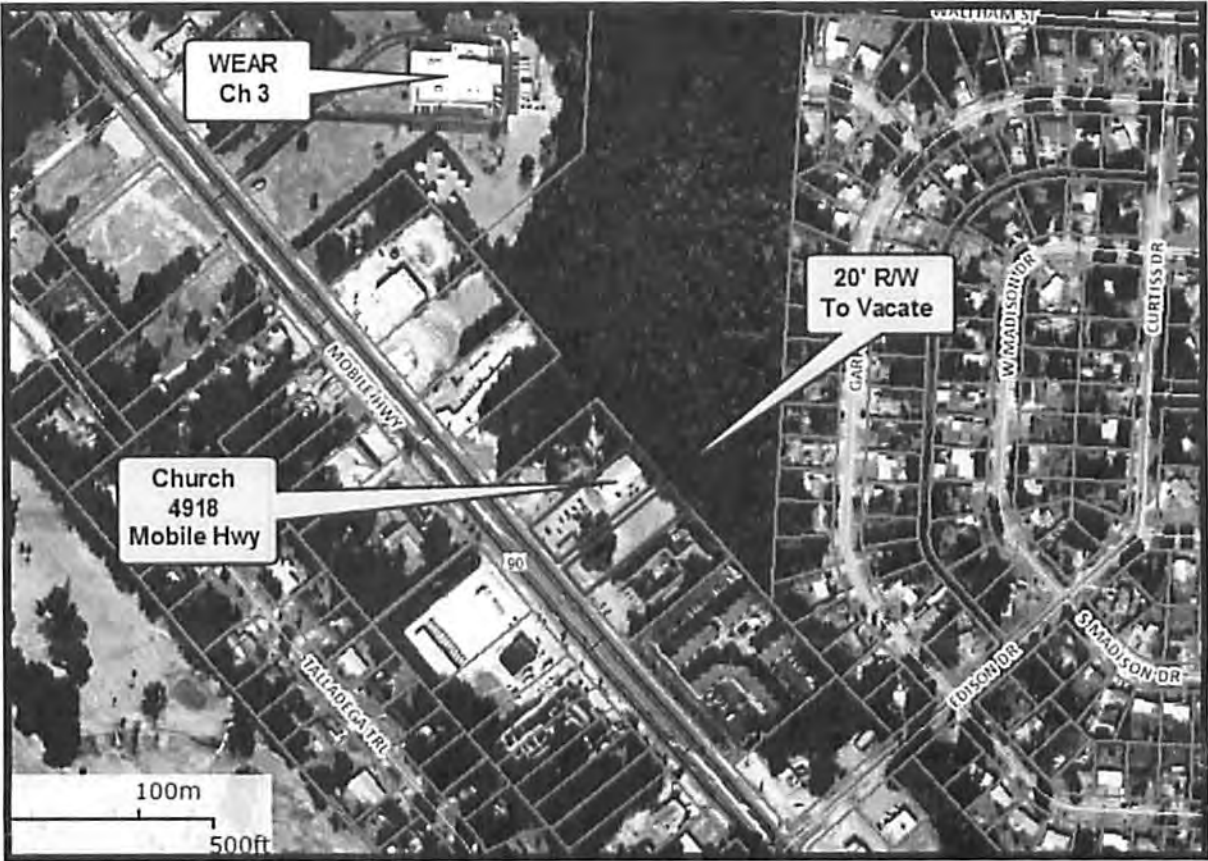
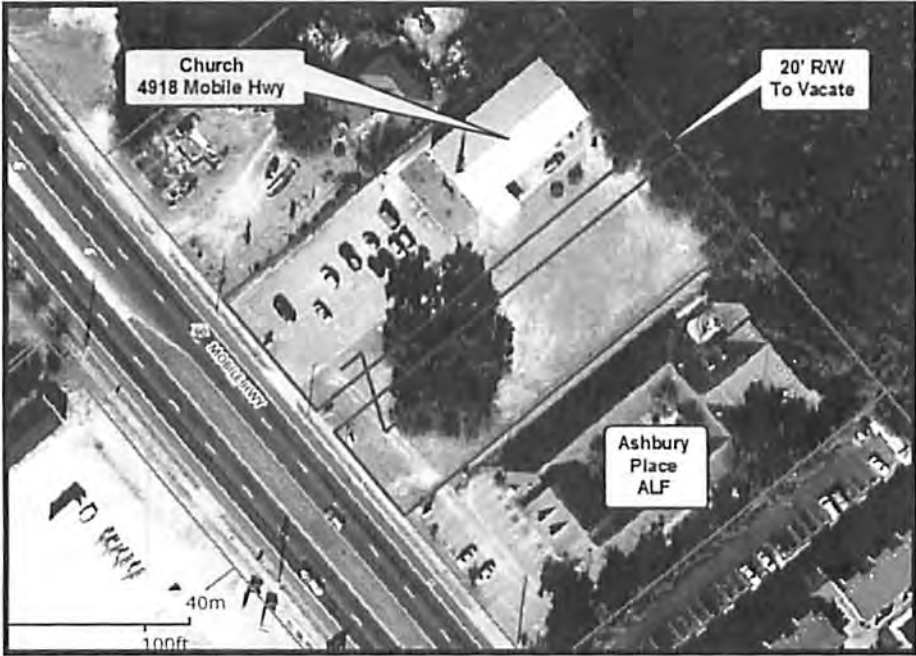
Gary Watson
Agent's Name

(850) 232-7576
Agent's Phone Number

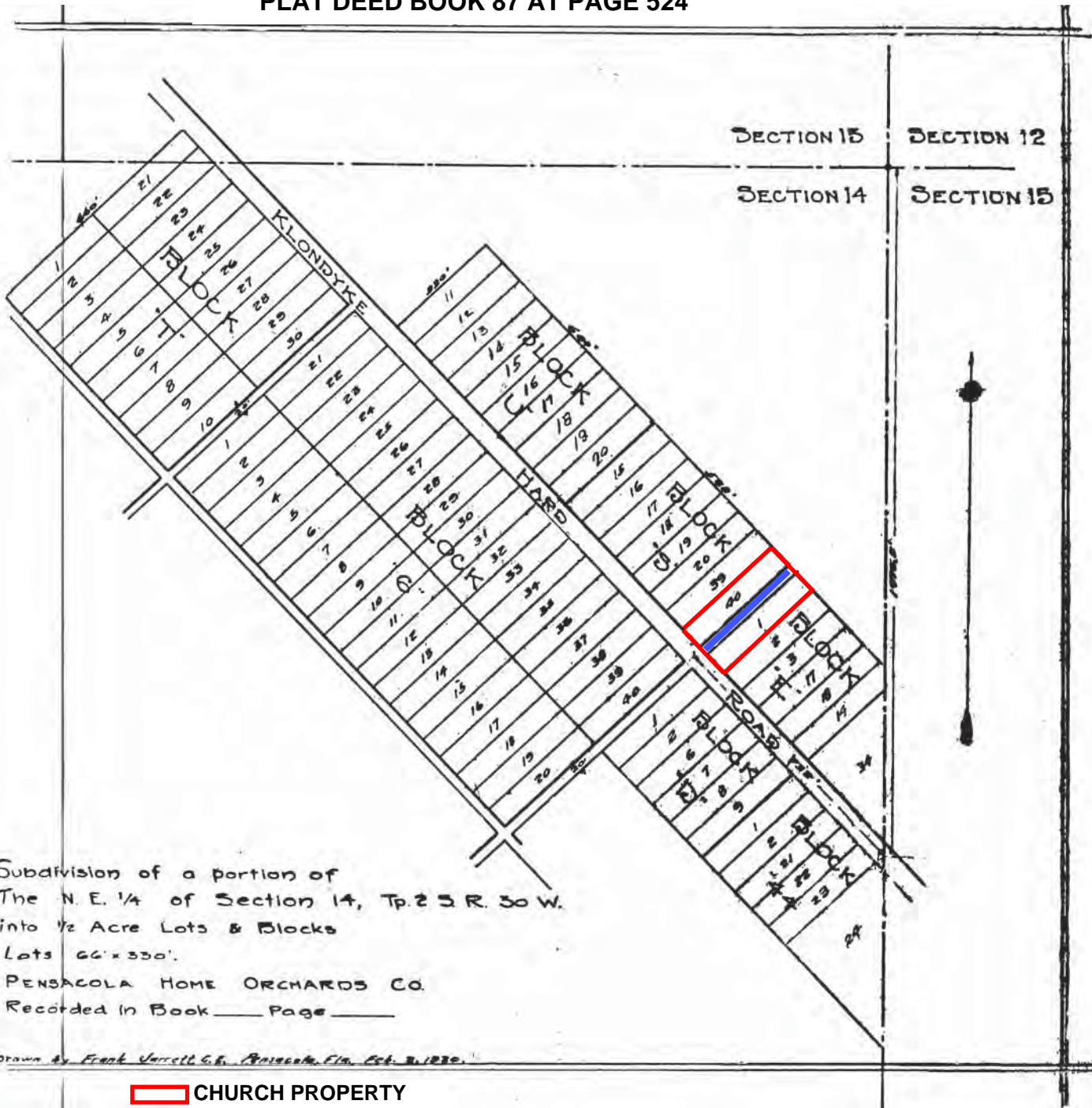
March 19, 2013
Date:

See Exhibits Next Pages

Exhibit
4918 Mobile Hwy



PENSACOLA HOME ORCHARDS SUBDIVISION
 PLAT DEED BOOK 87 AT PAGE 524



SHEET 250

Subdivision of a portion of
 The N. E. 1/4 of Section 14, Tp. 23 R. 30 W.
 into 1/2 Acre Lots & Blocks
 Lots 66' x 330'.
 PENSACOLA HOME ORCHARDS CO.
 Recorded in Book _____ Page _____

Drawn by Frank Verrett, C.E., Pensacola, Fla., Feb. 3, 1930.

CHURCH PROPERTY

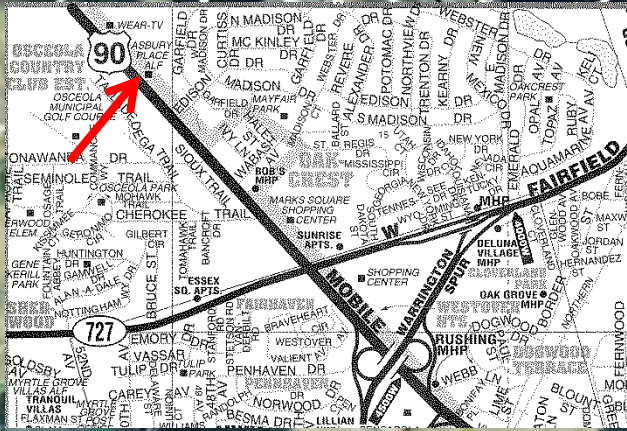
20' WIDE UN-NAMED RIGHT-OF-WAY

20' RIGHT-OF-WAY, PENSACOLA HOME ORCHARDS SUBDIVISION

Petitioner: Southern District of the Christian and Missionary Alliance Inc.



VICINITY MAP



ESCAMBIA COUNTY
PUBLIC WORKS DEPARTMENT

JCC 03/26/13 DISTRICT 2



20' ROW, Pensacola Home Orchards Subdivision requested to be vacated



Southern District of the Christian and Missionary Alliance Inc.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4838

County Administrator's Report 13. 3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/05/2013

Issue: Resolution Supporting Application for 2014-2015 Florida Beach Erosion Control Budget - Perdido Key Nourishment Project

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Supporting an Application to the Florida Department of Environmental Protection for State Funds for the 2014-2015 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning a Resolution supporting an application to the Florida Department of Environmental Protection (FDEP) for State Funds for the 2014-2015 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project:

A. Adopt the Resolution supporting an application to FDEP for State Funds under Section 161.091, Florida Statutes, for the 2014-2015 Florida Beach Erosion Control Program Budget for the Perdido Key Nourishment Project; and

B. Authorize the Chairman to sign the Resolution.

[Funding: No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key Nourishment Project is constructed and for continued maintenance of the Project post-construction to maximize eligibility for Federal Emergency Management Agency (FEMA) funds in the event of a declared disaster. Construction is projected to be in the Fall of 2015 pending identification of a local funding source]

BACKGROUND:

The impacts of Hurricanes Ivan, Dennis, and Katrina devastated the gulf front shoreline of Perdido Key. As a result, the FDEP has deemed portions of Perdido Key as "critically eroded." Since that time, Perdido Key shorelines have been further degraded from the impacts of Hurricanes Gustav and Isaac. A nourishment and dune restoration project will provide substantial protection against future storm events to mitigate damage to public infrastructures and private property.

The purpose of this resolution is to affirm local commitment to enhance and maintain the beaches of Perdido Key. This annual submittal of the resolution to FDEP is required for Perdido Key to be included in the budget for the Florida Beach Erosion Control Program. The County

has participated in this program since 2005 for Perdido Key hurricane recovery.

BUDGETARY IMPACT:

No direct budgetary impact at this time; however, there will be a local match required when the Perdido Key nourishment project is constructed and for continued maintenance of the project post-construction to maximize eligibility for FEMA funds in the event of a declared disaster. Construction is projected to be in the Fall of 2015 pending identification of a local funding source.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed by Stephen West, Assistant County Attorney, and approved as to form and legal sufficiency.

PERSONNEL:

Activities associated with this Resolution will be handled by Community & Environment Department staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's adopted Comprehensive Plan Goal to "properly manage and conserve the important natural resources of the County..."

IMPLEMENTATION/COORDINATION:

Once adopted, the Resolution will be forwarded to the FDEP for funding consideration.

Attachments

PK 2013 Beach Resolution to FDEP

RESOLUTION R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE FUNDS UNDER SECTION 161.091, FLORIDA STATUTES FOR THE 2014-2015 FLORIDA BEACH EROSION CONTROL PROGRAM BUDGET FOR THE PERDIDO KEY NOURISHMENT PROJECT CONSTRUCTION, POST CONSTRUCTION BEACH AND ENVIRONMENTAL MONITORING, AND IMPLEMENTATION OF A BEACH MANAGEMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners believes that Perdido Key needs a beach nourishment project in the wake of recent hurricanes and tropical storms; and

WHEREAS, Perdido Key also is recognized by the Department of Environmental Protection as having a critically eroded shoreline; and

WHEREAS, the Escambia County Board of County Commissioners supports the Department of Environmental Protection beach nourishment project for Perdido Key and is willing and able to serve as the local sponsor; and

WHEREAS, the Escambia County Board of County Commissioners intends to provide the full local funding share from local sources, such as pending RESTORE funds, to implement such a project as authorized by Section 161.101, Florida Statutes.

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

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

Section 2. That the Board of County Commissioners hereby supports the Perdido Key Beach nourishment program, and it is willing to serve as the local sponsor.

Section 3. That the Board also is prepared to provide the necessary local funding to implement this beach nourishment project.

Section 4. That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 5th day of September 2013.

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

By: _____
Gene M. Valentino, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____

(SEAL)

This document approved as to form and legal sufficiency.

By [Signature]
Title Asst. County Attorney
Date Aug. 21, 2013



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4852

County Administrator's Report 13. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/05/2013

Issue: Request for Disposition of Property

From: Janet Holley, Tax Collector

Organization: Tax Collector of Escambia County

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Tax Collector's Office - Janet Holley, Tax Collector

That the Board approve the six Request for Disposition of Property Forms for the Tax Collector's Office 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 the items be auctioned as surplus or properly disposed of.

BACKGROUND:

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

BUDGETARY IMPACT:

Possible recoup of funds if/when property goes to auction.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Items have minimal residual value. Recommend that Escambia County pick up items for destruction and/or auction. Please contact Jennifer Miles at 438-6500 ext.3244 for scheduling.

Attachments

RFDOP

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: TAX COLLECTOR COST CENTER NO: _____

Jennifer Miles DATE: 8-7-13
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Jennifer Miles Phone No: 438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	047978	Optiplex Gx1 Computer	4KPDU	0111450	1999	
Y	049143	Optiplex CX300 Computer	57AG-M	4300667	2000	
Y	049152	Poweredge 2300 Server	BC1FU	2300	2000	
Y	050403	Remittance Processor	32887692	7780	2001	
Y	050404	Scan Station PC	23779618	NR3334	2001	
Y	050405	Workstation Computer	DEJNDI	220	2001	

Disposal Comments: All items function, but there may not be support - they are outdated.

INFORMATION TECHNOLOGY (IT Technician): ROBERT FINDLEY
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/8/13 Information Technology Technician Signature: Robert Findley

TO: County Administration Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners
FROM: County Administration

Date: 8-20-13
George Touart
George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Jennifer Miles DATE: 8-7-13
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): J Miles Phone No: 438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	050406	Workstation Computer	CRR 8502	220	2001	
Y	052257	Poweredge 650 Server	BH3W731	650	2003	
Y	052258	Poweredge 650 Server	FH3W731	650	2003	
Y	052259	Poweredge 650 Server	HH3W731	650	2003	
Y	052260	Poweredge Server Original Train	3FD5811	650	2003	
Y	052264	Poweredge Server 1650	FK3WL11	1650	2002	

Disposal Comments: All items function, but there may not be support. They are outdated.

INFORMATION TECHNOLOGY (IT Technician): ROBERT FINDLEY
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/8/13 Information Technology Technician Signature: [Signature]

TO: County Administration Date: _____
FROM: Escambia County Department Director (Signature): _____
Director (Print Name): _____

RECOMMENDATION: Date: 8-20-13
TO: Board of County Commissioners
FROM: County Administration
George Touart
George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Jennifer Miles DATE: 8-7-13
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Jennifer Miles Phone No: 438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	052265	HP4650N Printer	JPA6-D2430	HP4650N	2003	
Y	055331	Computer			2005	
Y	056760	240 DataTame Storage Device	SHU6430272158C	DAT-176-240	2007	
Y	056761	240 DataTame Storage Device	SHU643027215A7	DAT-176-240	2007	
Y	056762	DATA Tame Storage Device	SHU643027215A5	DAT-176-240	2007	
Y	056763	240 DataTame Storage Device	SHU6430272766E	DAT-176-240	2007	

Disposal Comments: All items function, but there may not be support. They are outdated.

INFORMATION TECHNOLOGY (IT Technician): Robert Finkley
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/8/13 Information Technology Technician Signature: [Signature]

TO: County Administration Date: _____
FROM: Escambia County Department Director (Signature): _____

Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners
FROM: County Administration

Date: 8-20-13
[Signature]
George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: TAX COLLECTOR COST CENTER NO: _____

Jennifer Miles DATE: 8-7-13
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): J Miles Phone No: 438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	056764	Data frame Storage Device	S111643090272711077	DAF-1176-240	2007	
Y	056765	Data frame Storage Device	S11164309272411004	DAF-1176-240	2007	

Disposal Comments: All items function, but there may not be support. They are outdated.

INFORMATION TECHNOLOGY (IT Technician): ROBERT FINOLBY
Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/8/13 Information Technology Technician Signature: [Signature]

TO: County Administration Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners
FROM: County Administration

Date: 8-20-13
[Signature]
George Tbuart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: _____ COST CENTER NO: _____
 Jennifer Miles, CAO - Escambia County Tax Collector DATE: 8-1-13
 Property Custodian (PRINT FULL NAME)
 Property Custodian (Signature): J. Miles/pa Phone No: 438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	057985	Reader Controller Intelligent	N/A	LNL-2220	2008	Bad - Unusable

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 8/5/13 Information Technology Technician Signature: [Signature]

TO: County Administration Date: _____
 FROM: Escambia County Department Director (Signature): _____
 Director (Print Name): _____

RECOMMENDATION:
 TO: Board of County Commissioners
 FROM: County Administration
 Date: 8-20-13
[Signature]
 George Touart
 Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department; Tax Collector COST CENTER NO: _____

Jennifer Miles DATE: 8/7/13
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): J Miles Phone No: 850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	055330	Cabinet Work	N/A	N/A	10/1/2005	Bad/Unusable

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

TO: County Administration Date: _____

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): _____

RECOMMENDATION:

TO: Board of County Commissioners
FROM: County Administration

Date: 8-20-13
George Touart
George Touart
Interim County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller
By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4861

County Administrator's Report 13. 5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/05/2013

Issue: West Florida Regional Library Blue Ribbon Task Force Committee

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the West Florida Regional Library Blue Ribbon Task Force Committee - Darlene Howell, Library Administrator

That the Board take the following action concerning sunseting the West Florida Regional Library Blue Ribbon Task Force Committee (Committee), since the mission of the Committee has been completed:

A. Rescind the Board's Action of June 28, 2012, adopting the Resolution (R2012-85) creating the West Florida Regional Library Blue Ribbon Task Force Committee and approving to appoint the following members, selected by the County Commissioner of their residing district, for a one-year term, with an effective date of August 1, 2012, through July 31, 2013:

1. District 1 - LisaMarie Bartusik;
2. District 2 - Terri Church;
3. District 3 - Robin Reshard;
4. District 4 - Margaret Henderson; and
5. District 5 - Ruth Gordon; and

B. Accept for filing with the Board's Minutes the five-year plan titled "A Strategic Plan for the West Florida Public Library System 2013-18," provided by the Committee and approved by the West Florida Public Library Board of Governance at a regular meeting held on August 21, 2013.

BACKGROUND:

On June 28, 2012, the Board of County Commissioners (BCC) established the West Florida Regional Library Blue Ribbon Task Force Committee (Committee). The purpose of the Committee was to explore, research, provide technical expertise, and make recommendations to the BCC regarding the development, administration, and preservation of the West Florida Public Library system. The Committee's task was to compile and submit a five-year "Library Plan" for Escambia County and provide general and specific recommendations for the BCC to consider. The Committee was to complete its work and make its recommendations within 12 months commencing on August 1, 2012.

Members, as of July 31, 2013, appointed by the BCC and their terms of office are as follows:

LisaMarie Bartusik (District 1) 08/01/2012 – 07/31/2013
D. Auriette Hahn Lindsey (District 2) 11/01/2012 – 07-31-2013
Robin Reshard (District 3) 08/01/2012 – 07/31/2013
Rodney L. Kendig (District 4) 11/01/2012 – 07/31/2013
Ruth Gordon (District 5) 08/01/2012 – 07/31/2013

*Note: Terri Church, who was appointed at the June 28, 2012, BCC Meeting resigned. At the November 1, 2012, BCC meeting D. Auriette Hahn Lindsey was appointed to replace Ms. Church, and Rodney L. Kendig was appointed to replace Margaret Henderson.

The West Florida Regional Library Blue Ribbon Task Force convened in 2012 to develop a strategic plan to guide the West Florida Public Library system through 2018. The development of the Strategic Plan (2013 - 2018) was the product of months of community conversations, focus groups, and meetings between the Task Force and residents of Escambia County, community leaders, library staff, the Friends of the West Florida Public Library, the Library Advisory Board, and the Library Board of Governance.

Sandy Newell, Library Consultant with the Bureau of Library Development of the State Library of Florida, facilitated the process of translating the community's vision into a functional plan. The West Florida Regional Library Blue Ribbon Task Force identified six strategic goals as the basis for all other planning and activities for the next five years which will be submitted to the Florida State Library and qualify the library for state aid for 2013. An annual plan of action is submitted to the State Library each year and goals are prioritized based upon community needs.

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

June 28, 2012, Board Action

West Florida Public Library System Strategic Plan (2013-2018)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

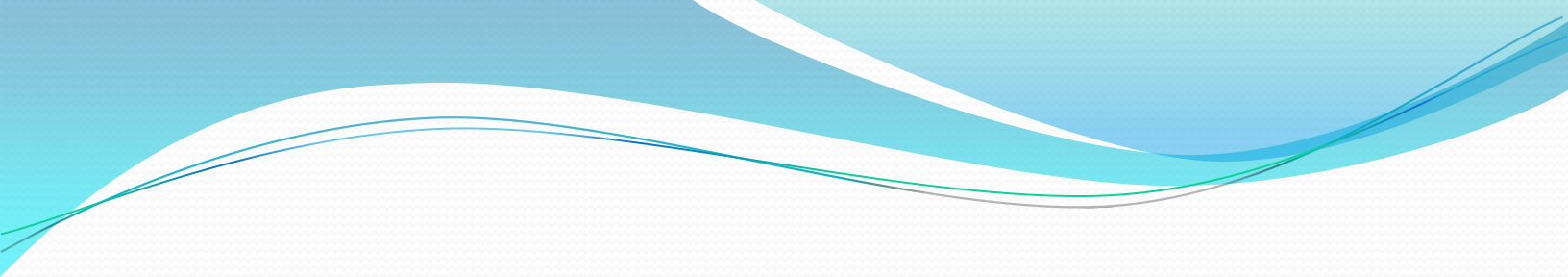
1-19. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

15. Adopting the Resolution (*R2012-85*) creating the West Florida Regional Library Blue Ribbon Task Force Committee and approving to appoint the following members, selected by the County Commissioner of their residing district, for a one-year term, with an effective date of August 1, 2012, through July 31, 2013:
 - A. District 1 – LisaMarie Bartusik
 - B. District 2 – Terri Church
 - C. District 3 – Robin Reshard
 - D. District 4 – Margaret Henderson
 - E. District 5 – Ruth Gordon
16. Confirming the appointment of Amber McCool, Executive Director, NW Florida Area Agency on Aging, Inc., to the Workforce Escarosa Board of Directors, as the permanent Senior Community Service Employment Programs representative, effective June 28, 2012, for an indefinite term.
17. Adopting, and authorizing the Chairman to sign, the (*Joint*) Resolution (*R2012-86*) (*of the Escambia County and Santa Rosa County Boards of Commissioners*) supporting the request for a (*10%*) waiver of Board membership and training expenditure requirement by Workforce Escarosa, Inc., to be forwarded to Governor Rick Scott and Workforce Florida, Inc., thusly, allowing for all four public education institutions (Escambia County School District, Santa Rosa County School District, Pensacola State College, and University of West Florida) of Region One, comprised of Escambia and Santa Rosa Counties, to be represented on the Workforce Escarosa, Inc., Board of Directors; also allowing for equal private sector business representation between each County of Region One, as stipulated in the Interlocal Agreement between the Counties and Workforce Escarosa; and finally, allowing for a 10% waiver of the 50% training services funds expenditure requirement for WIA (Workforce Investment Act) Adult and Dislocated Workers under the recently amended Florida Workforce Innovation Act.
18. Adopting, and authorizing the Chairman to sign, the Resolution (*R2012-87*) urging the Florida Legislature to recognize the date of July 27 as the Annual Korean War Veterans' Armistice Day for the State Florida.

Informing People, Empowering Lives



A Strategic Plan for the
West Florida Public Library System
2013-18



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Informing People, Empowering Lives

A Strategic Plan for the West Florida Public Library System 2013-18



Main Library



Tryon Branch



Southwest Branch



Westside Branch



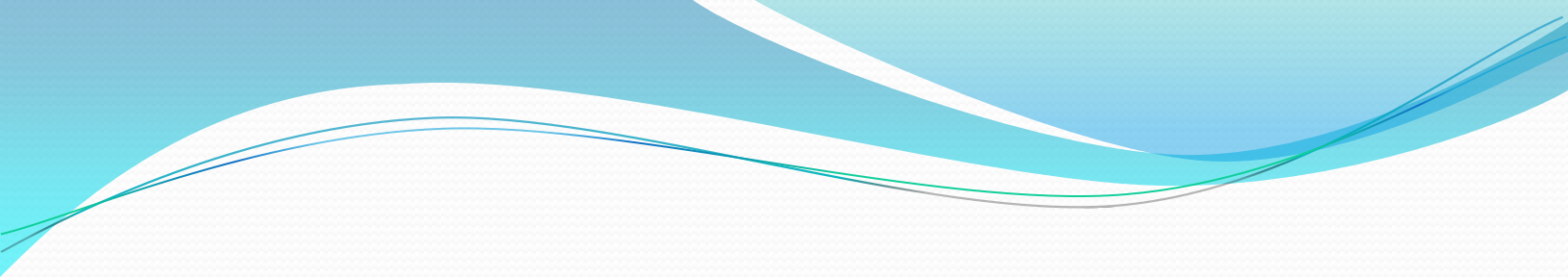
Century Branch



Molino Branch



Genealogy Branch



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- Goal 2 Create Young Readers: Early Literacy Page 15
- Goal 3 Stimulate Imagination:
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- Goal 4 Information Fluency: Understand How To Find,
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Planning Process

Since 1938, the West Florida Public Library has grown and adapted to meet the changing information needs of Escambia County. From only 3,300 books stored in Old Christ Church, WFPL has grown to fill seven locations with almost 300,000 books and audio-visual materials. Our founders could have never imagined a machine that would place a world of information at their fingertips. Yet today, 12,000 residents each month tap into the Internet on more than 100 public computers provided free of charge.

Tastes and technologies change, but WFPL remains as a place where all are welcome to share equally in opportunities to seek knowledge, exchange ideas, and engage with the world around them. In order to remain responsive to the community's needs, we rely on input from Escambia County residents and the strategic vision of library staff, consultants, and task forces. Our first long-range plan was developed in 1974 and called for the immediate expansion of library service into the suburbs. Subsequent long-range plans led to the addition of library branches to neighborhoods throughout Escambia County and the increase in the range of services we offer.

The Blue Ribbon Task Force convened in 2012 to develop a strategic plan to guide the West Florida Public Library through 2018. This document is the product of months of community conversations, focus groups, and meetings between the Task Force and residents of Escambia County, community leaders, library staff, the Friends of the West Florida Public Library, the Library Advisory Board, and the Library Governing Board. Sandy Newell, Library Consultant with the Bureau of Library Development of the State Library of Florida, graciously facilitated the process of translating the community's vision into a functional plan. WFPL will use this plan and the six identified strategic goals as the basis for all other planning and activities for the next five years. An annual plan of action is submitted to the State Library each year and goals are prioritized based upon community needs. Successful accomplishment of these goals will also be dependent upon staffing levels and financial resources available to the Library.

Statement from the Task Force

The previous Blue Ribbon Task Force study completed in 2004 concentrated on the development of new branch libraries and the expansion of the Main library. Since then a new facility for the Tryon Branch opened on Langley Avenue and the Genealogy Branch moved into the vacated space. In addition, the Century and Molino Branches have been added to the system and a new facility is under construction for the Westside Branch. The Southwest branch brings the number of libraries to seven. The renovation and expansion of the Main Library enhanced the library system offering more space and services to the patrons. The 2013 Task Force applauds the governmental officials, the Library Board, library administrators, the Friends of the Library, and library employees who were instrumental in achieving those goals.

Although aware of the need for additional facilities, especially in the Nine Mile Road and Highway 29 section, the 2013 Blue Ribbon Task Force chose to concentrate this study on improving services to the community. With the guidance of Sandra Newell, Library Program Specialist from the Florida State Library and Archives of Florida, Darlene Howell, Library Administrator of the West Florida Public Library System, and the library employees, the Task Force selected the following six Service Priorities for the West Florida Public Library System:

Satisfy Curiosity: Lifelong Learning

Create Young Readers: Early Literacy

Stimulate Imagination: Reading, Viewing and Listening for Pleasure

Information Fluency: Understand How to Find, Evaluate and Use Information

Be an Informed Citizen: Local, National, and World Affairs

Discover Your Roots: Genealogy and Local History

Statement from the Task Force Continued...

The Task Force hopes our elected officials and our new Library Board of Governance will provide the financial support needed to meet these six Service Priorities. With the cooperation and support from the Friends, the Foundation, businesses, volunteers, patrons, and library employees, the goals in this study will be achieved and enhance the future of the West Florida Public Library System.

The members of the 2013 Blue Ribbon Task Force are honored to have been chosen to participate in this study and look forward to seeing these six Service Priorities implemented over the next five years.

We respectfully submit this report to the Escambia County Board of County Commissioners, Mayor Ashton Hayward, and the Pensacola City Council.

The Blue Ribbon Task Force:

Lisa Bartusik

Larry G. Beall

Jack G. Beverly

Jane Dysart

Ruth Gordon

Rod Kendig

D. Auriette Lindsey

Robin Reshard

Frances Yeo, Library Advisory Board Liaison

Guiding Statements

Our Vision

The vision of the West Florida Library is to be a destination which serves as a civic space encompassing the roles of a public library, cultural center and a community gathering spot. The library exists to be an essential community institution serving both individual and societal needs while promoting the development of self-confident, and literate citizens through the provision of open access to informational resources. It is a safe friendly place where people can connect socially and intellectually, allowing people of all ages, backgrounds and lifestyles to live more fulfilled and productive lives.

Our Mission

The mission of the West Florida Public Library is to act as the community's independent learning center for residents of all ages who live in Escambia County, Florida. The library will strive to meet the informational, recreational, and educational needs of the community by providing free access to reading, and audio-visual materials, and serving as an information portal offering public computing, database, and Internet access technology.

Our Values

- We value and support the rights of free expression and free assembly.
- We value and protect the privacy of library users.
- We value and respect each library user and commit to treat users equitably.
- We value and respect the contributions of all library employees, regardless of position.
- We value and encourage communication and collaboration, both internally and with library partners, to meet our users' needs.
- We value and commit to continuous improvement through financial and strategic planning to ensure the quality of the resources, experiences, and connections we provide.
- We value and commit to transparency and accountability through reporting progress and achieving our strategic goals.

Summary of Strategic Goals

Lifelong Learning: Residents will find personal enrichment, be exposed to new ideas, and continue to learn throughout their lives.

Early Literacy: Children will have programs and services designed to give them experiences that will support them as they enter school ready to learn, read, write, and listen.

Reading, Viewing, and Listening for Pleasure: Residents will find the Library a vibrant community of readers, as we connect people to resources that stimulate the imagination.

Information Fluency: Residents will be empowered to improve their critical thinking skills and develop the skills they need to incorporate learning into their daily lives

Civic Engagement : Residents will find the Library a civic focal point and resource for Escambia County's communities.

Genealogy and Local History: Residents will build bridges between Escambia County's past, present, and future.

GOAL 1 SATISFY CURIOSITY: LIFELONG LEARNING

Residents will find personal enrichment, be exposed to new ideas, and continue to learn throughout their lives.

OBJECTIVES:

- Create learning opportunities with strategic partners to maximize Library and community resources.
- Develop centralized marketing/promotion and development strategies to ensure the Library's ability to achieve strategic goals.
- Develop programs to engage and connect residents across cultures and ages.
- Partner with local groups and businesses to increase awareness of library resources and activities, and research potential adult programs.
- Maximize, streamline, and invest in systems, processes, and technologies to provide each user a great Library experience.
- Promote volunteerism to increase awareness of library activities and resources.



ACTIVITIES

- Provide resources to support aspects of adult literacy initiatives.
- Maintain strong, reciprocal relationships with community partners to support literacy efforts.
- Offer technology “petting zoos” (portable technology kits) to provide patrons with hands-on experience using the latest technology.
- Supplement library collections with up-to-date information and materials on health, parenting, personal finance, and aging.
- Investigate systems (library management, inventory/security management, and other productivity enhancements) that will improve the Library’s ability to deliver timely, accurate, and relevant information.
- Re-imagine the customer service experience and revise Library policies and procedures accordingly.
- Develop staff training and continuing educational opportunities appropriate to all career stages, including orientation, refresher courses, and regularly scheduled information sessions.





ACTIVITIES CONTINUED...

- Host frequent, high-quality programs for children, adults, and seniors at all service locations covering a wide variety of interests to encourage lifelong learning.
- Highlight the Library's special-interest resources, including large-print collections and the Talking Books program, and promote complementary resources offered by community partners.
- Highlight resources and programs via subject guides, displays, web, social media outlets and public media entities.
- Inspire diversity and enrich the lives of our community by exploring opportunities for grant writing, fundraising, and direct collaboration with community partners.

GOAL 2 CREATE YOUNG READERS: EARLY LITERACY

Children will have programs and services designed to give them experiences that will support them as they enter school ready to learn, read, write, and listen.

OBJECTIVES:

- Maintain an age-appropriate pre-literacy collection for children from birth to 5 years old.
- Provide specialized computer stations and software geared toward young children.
- Expand parent-teacher collections to all circulating facilities.
- Partner with at least two community organizations per year for early literacy initiatives.
- Establish baseline data on number items in early literacy collections and number of checkouts, and adjust funding and acquisition priorities accordingly.
- Host a summit in the field for early learning inviting local organizations to discuss innovations.
- Contact schools, day care centers, and early literacy agencies to increase awareness of library resources and activities.
- Highlight early literacy resources, both in-house and online through the Library's home page and social media channels.
- Provide access to specialized public computers for children age 0-5 in each circulating service location.

Activities

- Provide weekly story times at all service locations.
- Pilot a “lap-sit” story time for toddlers and parents.
- Conduct at least one story time monthly during evening or weekend hours at each service location.
- Provide frequently updated telephone “Dial-a-Story” service.
- Stimulate imagination with frequent arts-and-crafts programs at each service location.
- Explore funding to attract high-quality programs and provide children with incentives to attend the programs.
- Continue to offer summer reading programs at each service location.
- Utilize social media, Internet, subject guides, and displays to promote early literacy activities and resources.



ACTIVITIES CONTINUED...



- Record feedback (solicited or unsolicited) for inclusion in displays, reports, and outreach/publicity materials.
- Establish an on-going relationship with coordinators of media specialists and early learning at the Escambia County School District.
- Maintain solid reciprocal relationships with community partners to support early literacy efforts.
- Solicit feedback from parents and educators to determine priorities for expanding instructional collections.
- Explore programs and partnerships that reach out to doctors, hospitals, and parents of newborns to stress the importance of early literacy activities.

GOAL 3 STIMULATE IMAGINATION: READING, VIEWING, AND LISTENING FOR PLEASURE

Residents will build a vibrant community of readers by connecting people to resources that stimulate the imagination.

OBJECTIVES:

- Build diverse, updated collections of materials in a variety of media and formats.
- Create collections that are responsive to users' needs and ensure access to popular materials in a reasonably timely manner.
- Provide popular titles in e-book format for download to mobile devices by September 30, 2014.
- Maintain a productive user-friendly catalog and materials holds system.
- Investigate the purchase of a new Integrated Library System (ILS) software better suited to the library's needs.



OBJECTIVES CONTINUED...

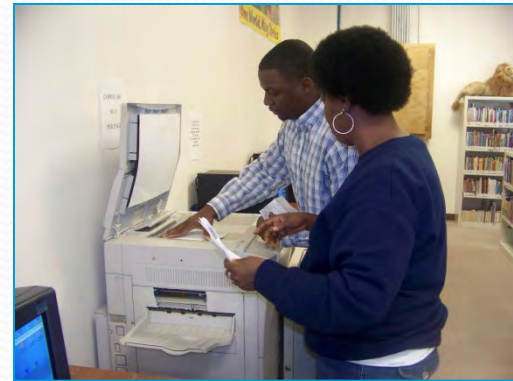


- Radio Frequency Identification System (RFID) for security and inventory purposes at the Main Library within the first year and expand to other facilities over the next four years.
- Conduct focus groups to determine patron needs and receive feedback on services offered.
- Facilitate the placement and delivery of user holds by implementing a primarily automated hold notification system (to include automatic notification via e-mail, phone, or text, and the ability to place holds while the title is still on order) by September 30, 2015.
- Verify accuracy of Library catalog records and complete materials inventory for all locations by September 30, 2015.
- Conduct or partner to provide book discussion groups nine months per year at two library locations.



ACTIVITIES

- Ensure Library's ability to meet demand for materials by prioritizing orders of high-popularity titles and subjects, and by exploring alternative methods of meeting peak demand (through short-term materials leasing, duplicate copies in low-cost formats, or securing donations.)
- Provide reader's advisory services in-house and online to connect users with the materials that will meet their needs.
- Create subject area displays, reading lists, and other resources to connect users with their interests.
- Maximize Library resources by expanding interlibrary loan requests for hard-to-find, special interest materials, allowing users to request items from other library systems.
- Determine the feasibility of an off-site kiosk system in high-traffic locations (similar to Redbox for library materials.)
- Re-imagine the role of the Bookmobile and explore opportunities for future mobile outreach to underserved community members including senior citizens.
- Utilize online Web services and social networks, like Facebook and MeetUp, to identify interest groups representing potential markets that we might otherwise overlook.



GOAL 4 INFORMATION FLUENCY: UNDERSTAND HOW TO FIND, EVALUATE, AND USE INFORMATION

Residents will be empowered to improve their critical thinking skills and develop the skills they need to incorporate learning into their daily lives

OBJECTIVES:

- Provide reliable, equitable access to public computers, software, and high-speed Internet connections.
- Assist the people of Escambia County have the skills to find, evaluate, and use information.
- Encourage discovery and promote information literacy, both in-house and through the library's website and social media channels.
- Explore improvements to create a user-friendly Library website and online catalog.



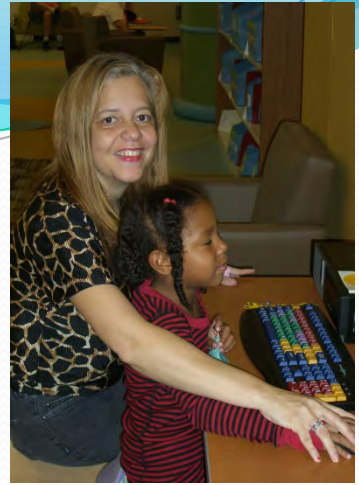
OBJECTIVES CONTINUED...



- Develop a proactive technology plan to anticipate and budget for necessary technology updates, maintenance, and established replacement cycles.
- Pilot use of automated computer reservation/print management systems at the Main Library by January 1, 2014, and implement system at all service locations by September 30, 2015.
- Include instruction on web resource evaluation and databases as part of at least one workshop per month.
- Continue ready reference service and maintain ready reference materials for librarians to get facts fast for our community.
- Conduct workshops to teach computer and other technology-related skills across a wide range of skill and interest levels.
- Expand technology instruction opportunities to all Library service locations and develop programs that can be exported to designated outreach locations.



Activities



- Promote the Library's extensive online resource collections.
- Develop and distribute self-guided print and web-based tutorials for research options, database usage, catalog usage, and website evaluation.
- Utilize social media, Internet, subject guides, and displays to promote information literacy activities and resources.
- Incorporate evaluation opportunities into all workshops and instructional sessions and collect evaluations from users each year.
- Increase the number of full-time, degreed librarians employed by the Library.
- Expand in-house reference services to at least one branch library.
- Invest in librarian training to enable full participation in the Ask-a-Librarian service.
- Highlight monthly online resource on the library's home page and social media outlets.



GOAL 5 BE AN INFORMED CITIZEN: LOCAL, NATIONAL AND WORLD AFFAIRS

Residents will find the Library as a civic focal point and resource for Escambia County's communities.

OBJECTIVES:

- Become a civic hub for the community providing residents the information and access they require to fulfill their civic duties and make informed decisions regarding their government.
- Promote civic engagement and community collaboration through frequent displays, subject guides, and postings to the Library website and social media channels.



Activities

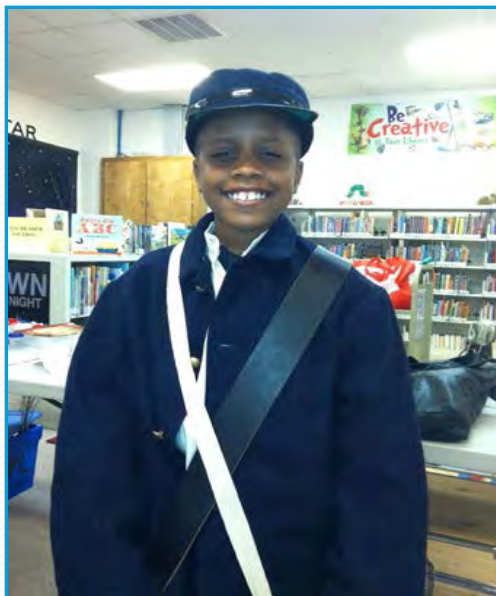
- Provide voter registration applications to the community.
- Utilize library spaces to host polling stations, public meetings, and other government activities in order to bring government to the citizens of Escambia County.
- Provide library card sign-up for individuals waiting in line at early voting.
- Create unbiased “issue guides” to direct residents to resources representing multiple points of view on important issues facing the local, national, and world community.
- Provide access to City and County governmental meetings so that the public has current and archival access to issues before the leaders of our community.
- Host programs and/or discussion groups inviting local speakers to address community issues.
- Provide no-charge meeting and conversation spaces for public use.
- Train library staff to recognize community resources and direct people to resources that will most effectively meet their needs.
- Explore potential partnerships with social service providers to connect citizens with community resources.
- Partner with AARP to provide tax-assistance at multiple service locations.
- Continue to maintain Environmental Protection Agency (EPA) collections for public access to the Escambia county superfund sites documents.

GOAL 6 DISCOVER YOUR ROOTS: GENEALOGY AND LOCAL HISTORY

Residents will build bridges between Escambia County's past, present, and future.

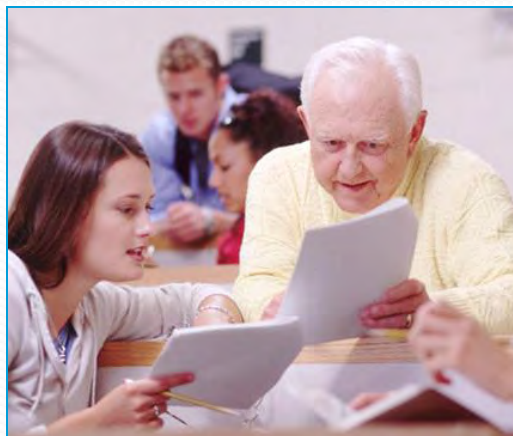
OBJECTIVES:

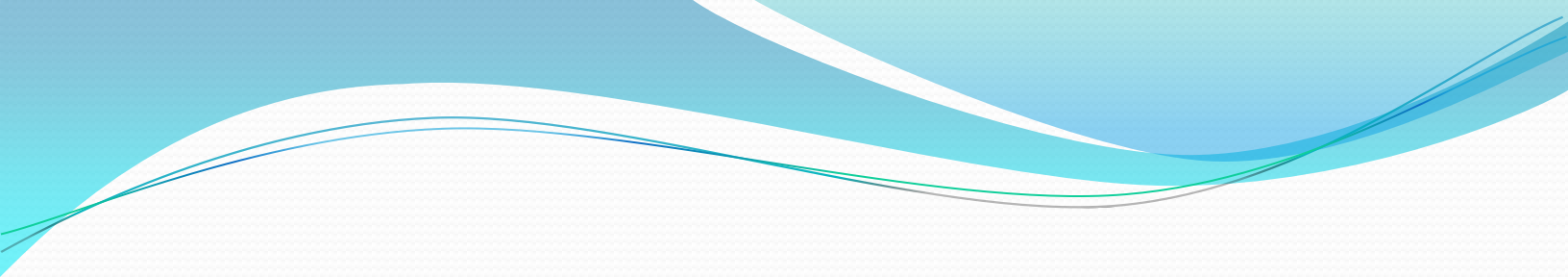
- Expand genealogical and local history collections.
- Catalog uncataloged collection at Genealogy Library.
- Develop programming to capitalize on Escambia County's unique history and culture.
- Encourage living connections between past and present.



Activities

- Identify gaps in existing collections and develop a strategy to acquire needed resources.
- Complete cataloguing of the resources in the Genealogy and Local History collections.
- Provide instruction in genealogical resources and explore hosting workshops periodically at all service locations.
- Partner with historical or genealogical groups to provide programs designed to inform and entertain.
- Investigate development of digitized collections for archival purposes.
- Publicize free access of library's databases such as Ancestry.com and Heritage Quest.
- Promote West Florida Genealogy Library as a local and national resource by increased marketing via print and online resources, ex., include library brochures at Welcome Centers; inclusion in AAA guide books, etc.





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ACKNOWLEDGEMENTS

Task Force Facilitator: Sandra Newell, Library Program Specialist, Office of Community Development, Florida State Library and Archives of Florida

West Florida Public Library System:

Darlene Howell M.L.S., Library Administrator
Cynthia Wolfe M.L.S., Senior Librarian

Task Force Members:

Lisa Bartusik
Larry G. Beall
Jack Beverly
Jane Dysart
Ruth Gordon
Rod Kendig
D. Auriette Hahn Lindsey
Robin Reshard
Frances Yeo, Library Advisory Board Liaison

Library Advisory Board Members:

Bette Hooton, President
Elizabeth Vickers, Vice-President
Dr. Alexa Canady
Dr. Neil Carter Davis
Angela Heard
Carlton Proctor
Frances Yeo

**The Staff of West Florida Public Library
Focus Group Participants
Community Leaders
WFPL Board of Governance**

Strategic Plan

West Florida Public Library System

239 N Spring St., Pensacola, FL 32502 • 850-436-5060 • mywfpl.com

Approved by the WFPL Board of Governance
on (DATE) 2013

Rodney L Kendig, Chairman
Dr. Rebecca A Temple, Vice Chairman
Dianne P Robinson, Member
Dr. Rodney P Guttman, Member
Frances Yeo, Member
Darlene Howell, M.L.S., Library Administrator

This long range plan of service was created utilizing strategic planning for results. Documentation regarding this process is available at the library upon request.

Photo credits:

Blue Angel with Boy - NorthEscambia.com

Photo rendering of Main library - TOWNES + architects & Shawn Sandusky

American Flag-(Photograph by Jnn13 (Own work) [CC-BY-SA-3.0 (<http://creativecommons.org/licenses/by-sa/3.0>)

EReaders (<http://www.georgina-library.com/>)

Voting Booths (<http://creativecommons.org/>)

Girl and Man (www.provlib.org)

All other photos taken at WFPL locations.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4870

County Administrator's Report 13. 6.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/05/2013

Issue: Memorandum of Understanding (MOU) and Detailed Specific Area Plan (DSAP)

From: Larry Newsom, Assistant County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding and the Detailed Specific Area Plan - Larry M. Newsom, Assistant County Administrator

That the Board amend its action of September 15, 2011, requiring the Development Group to pay in full the \$156,000 due, pursuant to the Memorandum of Understanding between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, DDJ Land Company, LLC, prior to issuance of any County Development Order, Land Disturbance Permit, Building Permit, or any other County approval or Permit for any of their property within the Sector Plan Area and allow the Development Group to rezone properties within the Sector Plan Area prior to payment in full of the \$156,000. The Board shall still require payment in full of the \$156,000 prior to issuance of any Development Orders, Land Disturbance Permits, Building Permits, or County Permits or approvals other than rezonings.

BACKGROUND:

The original MOU was approved on September 20, 2007 between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, DDJ Land Company, LLC. This Agreement was entered into for the following purposes: the parties desired a successful completion and adoption of an Optional Sector Plan as described in F. S. 163.3245 (2009); and, the parties desire to clarify and memorialize certain issues, terms and conditions contained in and/or related to the MOU.

The Sector Plan formal agreement was signed by the Board of County Commissioners (BCC) on April 3, 2008; a conceptual, long-term build-out overlay and the Sector Plan Goals, Objectives & Policies were incorporated into the EAR Based Amendments; the Adoption Package (Ordinance 2011-03) was approved by the BCC on January 20, 2011. The Notice of Intent of in Compliance from DCA was received on February 7, 2011. As part of the Sector Plan process, the Detailed Specific Area Plan provides defined development standards for areas that are at least 1,000 acres, such as identifying the distribution, extent, and location of future uses; public facilities, including those outside the jurisdiction and those necessary for the short term; and natural resources in the region. As with the conceptual overlay, the specific area plan includes guidelines and principles that address urban form and procedures for intergovernmental coordination.

On September 15, 2011, the Board adopted an ordinance (Number 2011-29) adopting the Jacks Branch Village and Muscogee Village Detailed Specific Area Plans (DSAP) and supporting maps, as amended to reflect "that the County withhold issuance of an Development Order (D.O.), land disturbance permit, building permit, or any other County approval or permit, for any property within the Sector Plan area, to any individual or corporate signatory to the October 4, 2007, MOU (Memorandum of Understanding) between the County and the Development Group, until payment in full, (in the amount) of \$156,000, is received by the County, as required by Paragraph 7.B of the MOU."

The September 15, 2011 action restricts Development Groups from approaching the Board on rezoning requests even if they meet the land use requirements of the Sector Plan. By rescinding the action, it will allow rezoning requests to be brought to the Board for approval. However, the existing MOU adopted in 2007, will still enforce the requirement that the Development Group will reimburse the County.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal has reviewed this recommendation.

PERSONNEL:

Additional personnel will not be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Action is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Development Services is required to accept and process rezoning applications for the Sector Plan Area. Development Services, Building Inspections, and other Departments will ensure compliance to this Board action.

Attachments

MOU

Amendment to MOU

Escambia County
Clerk's Original
9/20/2007/initial A10#13

MEMORANDUM OF UNDERSTANDING

BETWEEN

ESCAMBIA COUNTY

AND

CLASSIC HOME BUILDERS, INC., LONGVIEW PLANTATION I, LLC,
DDJ LAND COMPANY, LLC

THIS AGREEMENT is made and entered into this 4th day of October, 2007, by and between Escambia County, a political subdivision of The State of Florida (hereinafter referred to as the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 and Classic Homebuilders, Inc., organized and doing business in The State of Florida, with administrative offices at 6833 Cedar Ridge Drive, Pensacola, Florida 32526, Longview Plantation I, LLC, organized and doing business in The State of Florida, with administrative offices at 40 South Palafox, Suite 500, Pensacola, Florida 32502, and DDJ Land Company, LLC, organized and doing business in The State of Florida, with administrative offices at 7465 North Palafox, Pensacola, Florida 32503, (the previous three parties hereinafter collectively referred to as the "Development Group"). This Agreement is entered into for the purpose described within.

WITNESSETH

WHEREAS, the parties desire the successful completion and adoption of an Optional Sector Plan as described in § 163.3245, Fla. Stat. (2006); and,

WHEREAS, on May 24, 2007, the Board of County Commissioners voted by a vote of 5-0 to authorize the hiring of the Consultant (MSCW) for the purpose of the preparation the Sector Plan application and presentation of such application to the DCA; and,

Verified By: *Ottawa*

Date: *10/18/2007*

WHEREAS, on July 19, 2007, the Board of County Commissioner by a vote of 5-0 voted to amend and clarify their earlier action and voted that the County would pay for the entire MSCW contract amount; and,

WHEREAS, §§ 125.01(1)(w) and (3)(a), Florida Statutes (2006) provide for entering into such a contract; and,

WHEREAS, the Development Group has an ownership interest in certain property within the boundaries of the Sector Plan (hereinafter referred to as the "Development Group Property").

NOW, THEREFORE, in consideration of the premises and covenants set out below, and other valuable considerations received each party from the other, it is acknowledged and agreed by the parties as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Purpose.** Pursuant to the ongoing discussions between the County staff and the three above referenced companies, this Memorandum of Understanding sets forth the understanding of the agreement between Classic Homebuilders, Inc., Longview Plantation, LLC., and DDJ Land Company, Inc., (collectively referred to as the "Development Group") and Escambia County (the "County") regarding each Party's participation in the Escambia County Mid-West Sector Plan, referred to herein as the "Sector Plan".

On May 24, 2007 and as amended on July 19, 2007, the Board of County Commissioners authorized the hiring of MSCW, Inc., (the "Consultant") to assist the County in the preparation of the Sector Plan application and the presentation of the application to the D.C.A. The Development Group owns certain real property (the Development Group Property) within the

boundaries of the Sector Plan. A copy of the proposed Sector Plan boundaries including the roads proposed to be developed within the Sector Plan is attached to this Memorandum of Understanding (See Exhibit "A").

The Parties acknowledge that as consideration for the agreements and understandings set forth herein, the Development Group, has, prior to the execution of this Memorandum of Understanding, expended significant funds, in preparation of the initial engineering, planning and documentation for the Sector Plan application. The Parties also acknowledge that the County, in addition to the costs associated with the Consultant's Contract, has spent considerable time and resources on Sector Plan documentation. Both the Development Group and the County hereby acknowledge their commitment to the successful completion of the Sector Plan.

3. Development Group Responsibilities:

A. The Development Group shall provide the Consultant with copies of all the initial engineering, planning and documentation for the Sector Plan prepared by or on behalf of the Development Group. Representatives from the Development Group shall participate on the Sector Plan advisory team.

B. The Development Group shall fund and construct the roadway to be known as Woodlands Parkway (hereinafter the "Parkway") and related infrastructure on the Development Group Property. However, where possible the County shall be responsible for the construction of the section of the Parkway that crosses over real property not owned by the Development Group (Andalusia Road south of Well Line Road).

C. The Development Group shall donate to the County any and all right-of-way across Development Group Property necessary for the construction of, and/or improvement to, the County roads set forth in Paragraph 4.A., below, as well as any property required for

construction of regional storm water treatment facilities and/or ponds required by the County and located on Development Group Property. The width of the right-of-way for the roads to be donated to the County, as well as the location and dimensions of the storm water ponds, shall be determined by mutual agreement of the Parties.

D. The Development Group shall construct any storm water ponds, required to be constructed on Development Group Property, to County specifications and shall retain ownership of all materials removed as a result of the construction of regional storm water ponds; i.e., fill materials, dirt, sand, clay and gravel. The County shall, upon completion of the storm water ponds to County specifications, accept ownership and maintenance of such storm water ponds. The Development Group shall be exempt from any applicable impact fees for storm water ponds constructed on their property and subsequently donated to the County. The Development Group shall be subject to any applicable impact fees and standard requirements for ponds constructed on property owned by the County.

E. The Development Group shall donate sufficient acreage (specific amount/location to be negotiated between the Parties) for recreational parks and passive recreation.

F. The Development Group shall donate sufficient acreage (specific amount/location to be negotiated between the Parties) for storm water and utility systems.

4. County Responsibilities:

A. The County hereby confirms that, as evidenced by the recently adopted Corridor Preservation Ordinance for the area covered by the Sector Plan, it plans to construct and/or improve, as funding for such construction and/or improvement becomes available, the following roads:

1. Quintette Road (from Highway 29 to Jacks Branch Road).

2. Kingsfield Road (to Beulah Road).
3. Well Line Road (to Jacks Branch Road unless the County decides to construct a north-south expressway and determines that Well Line should terminate at said expressway rather than extend all the way to Jacks Branch Road).

B. The County, as soon as practical, shall amend the Corridor Preservation Ordinance to include “Woodlands Parkway”. The Development Group shall provide the legal description for “Woodlands Parkway” from its southern terminus north to Barrineau Park Road.

C. “Beeline” Expressway – The Development Group shall provide the necessary right of way, as delineated in the Corridor Preservation Ordinance, across any property owned by the Development Group and required for the construction of the “Beeline” Expressway. In consideration for providing this right-of-way, the County shall pay the individual, effected owners (within the Development Group), appropriate, reasonable and equitable compensation or equivalent development credits. The Parties hereby agree to conduct the negotiations for such compensation and/or equivalent development credits in good faith. Additionally, the County shall grant the Development Group access to the Beeline expressway, if and when constructed, where the Beeline intersects both Quintette Road and Kingsfield Road.

D. “Woodlands Parkway” shall to be donated to the County following completion of construction. As such, the County shall participate and assist (to the extent permitted by law) with the Development Group in the preparation of any wetland crossing permit applications for “Woodlands Parkway”, if any such crossings are required for said Parkway.

5. Development Group Bond Program (CDD):

The Parties acknowledge that it is the intent of the Development Group to fund the construction of the Parkway and related infrastructure, as well as any other roadways that are the responsibility of the Development Group, through a private bond program known as a

Community Development District ("CDD") pursuant to Florida Statutes, Chapter 190. The County shall, on a limited basis, participate in the CDD to the extent necessary to construct that portion of the Parkway and related infrastructure across the County right-of-way not owned by the Development Group. (This right-of-way is generally identified as Andalusia Road from Well Line Road south to Muskogee Road and the unimproved right-of-way south of Muskogee Road). The Parties agree that the County's participation shall not subject the County to any liability for the repayment of any portion of the bonds to be issued nor shall the County be subject to any assessments by the CDD for County right-of-way located within the CDD boundaries.

6. Future Land Use Designations and Zoning:

The Parties acknowledge that the Future Land Use designations within the Sector Plan shall be based upon the recommendations of the Consultant, County staff, and fair and equitable input and consideration of the Development Group, as well as, the approval of and any changes required by the DCA.

7. Detailed Specific Area Plan (DSAP):

A. The D.C.A. has the authority to approve a DSAP comprised of a minimum of One Thousand (1,000) acres of real property for development within the Sector Plan area. It is understood and agreed between the Parties that the "scope of work" in the Consultant's Consulting Contract includes the preparation of this initial DSAP. The acreage included in the initial DSAP application shall be comprised of between 1,000 to 3,500 acres of the Development Group's real property as determined by the Consultant with fair and equitable consideration and input from the Development Group. The Parties acknowledge that this DSAP must ultimately be approved by the D.C.A. The underlying zoning designations shall be determined by the Future Land Use Plan as amended by the Sector Plan and ultimately approved by the D.C.A. The

Development Group shall be permitted to file its rezoning application (for the Development Group Property within the initial DSAP) with the County prior to the final approval of the DSAP by the D.C.A. The timing for the filing of this rezoning application shall be based upon the advice of the Consultant and may run concurrently with the preparation of the DSAP as determined by the Consultant. The County shall consider the rezoning application for the acreage within the initial DSAP as soon as practical following the D.C.A.'s approval of the Sector Plan and initial DSAP. If ready and complete, as determined by the Consultant, the Development Group's rezoning application shall be placed on the agenda for a vote on final approval at the first regularly scheduled meeting of the Board of County Commissioners immediately following the D.C.A.'s approval of the initial DSAP.

B. The Development Group shall reimburse the County One Hundred Fifty Six Thousand Dollars (\$156,000.00) for that portion of scope of work in the Consultant's Contract that is directly attributable to the preparation of the initial DSAP.

8. **Communication, Cooperation and Commitments:**

A. The Parties agree to maintain an open and cooperative working relationship and line of communication between one another as well as with the Consultant.

B. The Parties commit to make every effort to respond to inquiries or requests in a timely manner.

C. The Parties agree that the Development Group shall have fair and equitable input into the development of the Sector Plan and with the Consultant.

D. The Parties agree to make every effort to avoid duplication of their efforts with regard to the collection and preparation of data necessary to the preparation of the Sector plan.

E. The Development Group shall have the right to designate two participating members of their choosing to the "Technical Advisory Committee" that is to be formed by the County for the purpose of working with the Consultant in the preparation of the Sector Plan application and the initial DSAP.

9. **Conditions Precedent to the Operation of this Agreement:**

The parties acknowledge and understand that before any of the obligations and commitments set forth in Paragraphs 3. B., C. D., E., and F., Paragraphs 4C and D. and Paragraph 5. this agreement, the following events must take place:

- A. The WFRPC must recommend the Sector Plan to the Department of Community Affairs;
- B. The County must enter into an Agreement with the Department of Community Affairs; and
- C. The Sector Plan must be adopted as part of the Future Land Use Element of the Escambia County Comprehensive Plan and found in compliance by the Department of Community Affairs.

10. **Liaison and Notice:**

- A. Liaison
 - 1. The Development Group designates Ricky L. Faciane of Classic Home Builders, Inc., as its contact person to facilitate this Agreement.
 - 2. The County designates the Director of Planning & Zoning, T. Lloyd Kerr, as its contact person to facilitate this Agreement.
- Should either party change their designated liaison, the party shall notify the other party in writing in a timely fashion.

B. All communication shall be addressed as follows:

To Classic Homebuilders, Inc.: Ricky L. Faciane,
Vice-President
6833 Cedar Ridge Drive
Pensacola, Florida 32526

To County: T. Lloyd Kerr, AICP
Director of Planning & Zoning
1190 W. Leonard St.
Pensacola, Florida 32501

Office number (850) 595-3475

11. **Additional Matters:**

The Development Group and the County each acknowledge that this Memorandum of Understanding sets forth the major, substantive issues that the Parties have discussed and to which the Parties have agreed to, in general. However, there may be additional substantive issues that require further negotiations between the Parties and the Parties agree to engage in any such negotiates equitably and in good faith.

12. **Public Records:** The Parties acknowledge that this Agreement and any related financial records, and its reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any fight 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.

13. **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. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. All Prior Agreement Superseded:

A. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings of the parties hereto applicable to the matters contained herein, and the Parties agree that except for the existing agreement between the County and MSCW there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

B. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

16. Further Documents: The Parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

17. No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

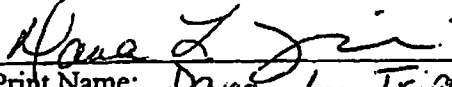
18. **Effective Date and Amendment:** This Agreement shall be effective upon execution by both parties. This Agreement may be amended with the consent of both parties.

THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the dated mentioned above.

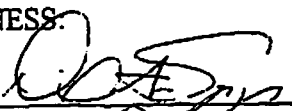
DEVELOPMENT GROUP:

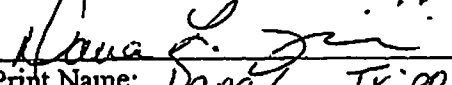
WITNESS:


Print Name: David A. Sapp



Print Name: Dana L. Tripoli

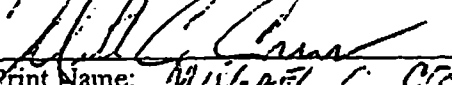
WITNESS:


Print Name: David A. Sapp


Print Name: Dana L. Tripoli

WITNESS:



Print Name: Alan S. Lee


Print Name: Michael C. Cranley

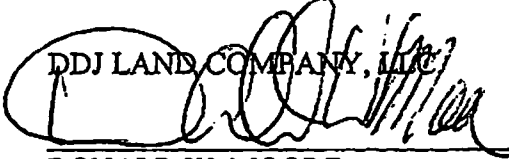
CLASSIC HOME BUILDERS, INC.


RICKY L. FACIANE
Title: Vice-President


LONGVIEW PLANTATION I, LLC.


DAVID A. BRANNEN
Title: Managing Member

DDJ LAND COMPANY, LLC



DONALD W. MOORE
Title: Managing Member

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: 
Kevin W. White, Chairman

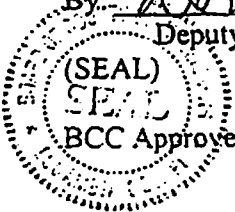
DATE EXECUTED 10-04-2007

This document approved as to form and legal sufficiency

By: 
Title Deputy County Attorney
Date 10/3/07

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: 
Deputy Clerk



BCC Approved: 9-20-2007

BCC APPROVED 09-20-2007

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT AND COMPTROLLER, and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of a Memorandum of Understanding as the same was duly approved at a Regular Meeting of the Board held on the 20th day of September, 2007, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 9th day of October, 2007.

ERNIE LEE MAGAHA, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER AND
EX-OFFICIO CLERK OF THE BOARD OF
COUNTY COMMISSIONERS OF ESCAMBIA
COUNTY, FLORIDA

By Patricia M. Cotton
Deputy Clerk



THE AMENDMENT WAS RECEIVED AND IS SHOWN ON PAGES 11-15

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

***AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
ESCAMBIA COUNTY AND CLASSIC HOME BUILDERS, INC., LONGVIEW
PLANTATION I, LLC, DDJ LAND COMPANY, LLC***

3/4/2010
GMR II-1

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME ROBINSON, Grover C., IV		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Escambia Board of County Commissioners	
MAILING ADDRESS 221 S. Palafox Place, Ste 400		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Pensacola	COUNTY Escambia	<input type="checkbox"/> CITY	<input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED March 4, 2010		NAME OF POLITICAL SUBDIVISION: Escambia County	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Grover C. Robinson, IV, hereby disclose that on March 4, 20 10:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

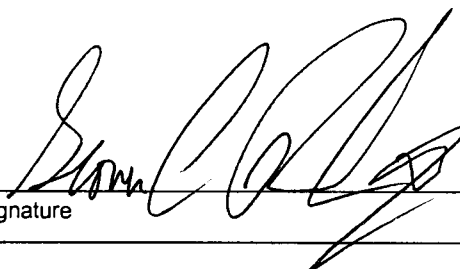
Growth Management Item II-1 - "Amendment to MOU Between Escambia County and Classic Home Builders, Inc, Longview Plantation I, LLC, DDJ Land Company, LLC"

My business, Grover Robinson and Associates, does business with Mr. Danny Speranzo, who is a partner in Classic Home Builders, Longview Plantation I, LLC, DDJ Land Company, LLC.

March 4, 2010

Date Filed

Signature



NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Development Services Bureau

FROM: T. Lloyd Kerr, AICP, Bureau Chief

DATE: February 25, 2010

ISSUE: **Action Item – Thursday, March 4, 2010** - Amendment to the Memorandum of Understanding (MOU) between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, DDJ Land Company, LLC

RECOMMENDATION:

That the Board review and approve an Amendment to the Memorandum of Understanding (MOU) between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, DDJ Land Company, LLC

BACKGROUND:

The original MOU was approved on October 4, 2007 between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, DDJ Land Company, LLC. This Agreement was entered into for the following purposes: the parties desired a successful completion and adoption of an Optional Sector Plan as described in F.S. 163.3245 (2009); and, the parties desire to clarify and memorialize certain issues, terms and conditions contained in and/or related to the MOU.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of this Agreement at this time.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Agreement has been reviewed and approved for legal sufficiency by Alison Rogers, County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

County staff will continue to work with the parties of the MOU.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The proposed Agreement is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION REQUIREMENTS:

N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

The proposed Agreement was prepared in cooperation with the Development Services Bureau and the County Attorney's Office.

Attachments: Amendment to the Memorandum of Understanding (MOU) between Escambia County and Classic Home Builders, Inc., Longview Plantation I, LLC, DDJ Land Company, LLC

TLK:mac:dvf

C: Alison P. Rogers, County Attorney

CONCUR:


Larry M. Newsom, Interim County Administrator

AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
ESCAMBIA COUNTY
AND
CLASSIC HOME BUILDERS, INC., LONGVIEW PLANTATION I, LLC,
DDJ LAND COMPANY, LLC

THIS AMENDMENT is made and entered into this ___ day of March, 2010, by and between Escambia County, a political subdivision of The State of Florida (hereinafter referred to as the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 and Classic Homebuilders, Inc., organized and doing business in The State of Florida, with administrative offices at 6833 Cedar Ridge Drive, Pensacola, Florida 32526, Longview Plantation I, LLC, organized and doing business in The State of Florida, with administrative offices at 40 South Palafox, Suite 500, Pensacola, Florida 32502, and DDJ Land Company, LLC, organized and doing business in The State of Florida, with administrative offices at 7465 North Palafox, Pensacola, Florida 32503, (the previous three parties hereinafter collectively referred to as the "Development Group") and shall amend that certain MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY AND CLASSIC HOMEBUILDERS, INC., LONGVIEW PLANTATION I, LLC, DDJ LAND COMPANY, LLC., dated October 4, 2007 (hereinafter referred to as the MOU). This Amendment is entered into for the purpose described within.

WHEREAS, the parties desire the successful completion and adoption of an Optional Sector Plan as described in § 163.3245, Fla. Stat. (2009); and,

WHEREAS, the parties desire to clarify and memorialize certain issues, terms and conditions contained in and/or related to the MOU.

NOW, THEREFORE, in consideration of the premises and covenants set forth hereinbelow, as well as other valuable considerations received each party from the other, it is acknowledged and agreed by the parties as follows:

1. The parties acknowledge that the Optional Sector Plan (OSP) and DSAP are undertakings that require a substantial financial commitment by both the County and the Development Group and, as such, the County agrees that in consideration of the Development Group's responsibilities set forth in the MOU, the County shall, in good faith, consider a Development Agreement with each individual real property owner (hereinafter referred to as "an applicant") within the boundaries of the Development Group's real property, at two public hearings, as required by law.
2. The above referenced Development Agreement(s) shall be taken under consideration following the submission of any DSAP by an applicant to the County, so long as the County has sufficient information to make the necessary determinations as to concurrency.
3. The final terms of the Development Agreement shall address all items set forth in sec. 163.3221, et seq., Fla. Stat. (2009), and shall specifically address any and all items of concurrency controlled by, and under the authority of, the County.
4. The parties, recognizing that the build out plans for the OSP and specifically each DSAP are based on a long term vision and, as such, the parties agree that a Development Agreement proposed pursuant to this Agreement is done so for the purpose of reserving

those concurrency items controlled by and under the authority of the County for a period of time as set forth in the Land Development Code.

5. Any Development Agreement considered pursuant to this Agreement may be approved prior to the approval of the DSAP (as referenced in the MOU) by the Escambia County Board of County Commissioners.
6. The parties acknowledge that OSP and DSAP are undertakings that require a substantial financial commitment by both the County and the Development Group and, as such, the members of the Development Group, have previously sold, or may in the future sell, parcels of the Development Group's real property and, as such, in order to maintain the value of the real property within the DSAP, the parties hereto agree that any Development Agreement considered pursuant to this Agreement and the concurrency that may be reserved therein shall run with the project *on the property* proposed in that Development Agreement and each Development Agreement may contain a transferability provision to allow concurrency reservation(s) to survive any transfer of ownership. The specific parcels of real property subject to this Amendment are identified in Schedule 'A' attached hereto and made a part hereof as is if specifically set forth herein.
7. The terms and conditions set forth in this Amendment shall apply to any Development Group member or any successor in interest to a Development Group member whether by sale, transfer, or otherwise, to any third party even though such third party is not a signatory to the MOU or this Amendment.
8. The Development Group acknowledges that the County does not have authority over certain items of concurrency and, as such, acknowledge that this Amendment refers only to those items over which County has authority to grant concurrency.

9. In the event the OSP is abandoned by the County or is never approved by DCA, then the Parties agree that the terms of this Agreement are no longer binding on any Party hereto.
10. The Parties agree that the Development Group shall have fair and equitable input into the development of the DSAP referenced in the MOU, as well as reasonable access to, and communications with, the County's staff and consultant, MSCW, Inc., for the purposes of developing the DSAP from preliminary concept through and the approval of the final DSAP by the Escambia County Board of County Commissioners.
11. The Development Group and the County each acknowledge that this Amendment and the original Memorandum of Understanding set forth the major, substantive issues that the Parties have discussed and to which the Parties have agreed to, in general. However, there may be additional substantive issues that require further negotiations between the Parties and the Parties agree to engage in any such negotiations equitably and in good faith.
12. Any terms, obligations, responsibilities, or other items set forth in the MOU and not specifically addressed in this Amendment, shall remain in full force and effect, as if fully set forth herein.

WHEREFORE, each party has caused this Amendment to be executed by its duly authorized representative(s) and agrees that this Amendment shall become effective on the date first mentioned above.

DEVELOPMENT GROUP:

WITNESS:

CLASSIC HOME BUILDERS, INC.

Print Name: _____

RICKY L. FACIANE
Title: Vice-President

Print Name: _____

WITNESS:

LONGVIEW PLANTATION I, LLC.

Print Name: _____

DAVID A. BRANNEN
Title: Managing Member

Print Name: _____

WITNESS:

DDJ LAND COMPANY, LLC.

Print Name: _____

DONALD W. MOORE
Title: Managing Member

Print Name: _____

ESCAMBIA COUNTY:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

This document approved as to form
and legal sufficiency

By: [Signature]
Title: County Attorney
Date: 2/26/10

AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING

BETWEEN

ESCAMBIA COUNTY

AND

CLASSIC HOME BUILDERS, INC., LONGVIEW PLANTATION I, LLC,

DDJ LAND COMPANY, LLC

THIS AMENDMENT is made and entered into this 4th day of March, 2010, by and between Escambia County, a political subdivision of The State of Florida (hereinafter referred to as the "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 and Classic Homebuilders, Inc., organized and doing business in The State of Florida, with administrative offices at 6833 Cedar Ridge Drive, Pensacola, Florida 32526, Longview Plantation I, LLC, organized and doing business in The State of Florida, with administrative offices at 40 South Palafox, Suite 500, Pensacola, Florida 32502, and DDJ Land Company, LLC, organized and doing business in The State of Florida, with administrative offices at 7465 North Palafox, Pensacola, Florida 32503, (the previous three parties hereinafter collectively referred to as the "Development Group") and shall amend that certain MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY AND CLASSIC HOMEBUILDERS, INC., LONGVIEW PLANTATION I, LLC, DDJ LAND COMPANY, LLC., dated October 4, 2007 (hereinafter referred to as the MOU). This Amendment is entered into for the purpose described within.

WHEREAS, the parties desire the successful completion and adoption of an Optional Sector Plan as described in § 163.3245, Fla. Stat. (2009); and,

Verified By: *K. W. Ward*

Date: 3/5/10

WHEREAS, the parties desire to clarify and memorialize certain issues, terms and conditions contained in and/or related to the MOU.

NOW, THEREFORE, in consideration of the premises and covenants set forth hereinbelow, as well as other valuable considerations received each party from the other, it is acknowledged and agreed by the parties as follows:

1. The parties acknowledge that the Optional Sector Plan (OSP) and DSAP are undertakings that require a substantial financial commitment by both the County and the Development Group and, as such, the County agrees that in consideration of the Development Group's responsibilities set forth in the MOU, the County shall, in good faith, consider a Development Agreement with each individual real property owner (hereinafter referred to as "an applicant") within the boundaries of the Development Group's real property, at two public hearings, as required by law.
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those concurrency items controlled by and under the authority of the County for a period of time as set forth in the Land Development Code.

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9. In the event the OSP is abandoned by the County or is never approved by DCA, then the Parties agree that the terms of this Agreement are no longer binding on any Party hereto.
10. The Parties agree that the Development Group shall have fair and equitable input into the development of the DSAP referenced in the MOU, as well as reasonable access to, and communications with, the County's staff and consultant, MSCW, Inc., for the purposes of developing the DSAP from preliminary concept through and the approval of the final DSAP by the Escambia County Board of County Commissioners.
11. The Development Group and the County each acknowledge that this Amendment and the original Memorandum of Understanding set forth the major, substantive issues that the Parties have discussed and to which the Parties have agreed to, in general. However, there may be additional substantive issues that require further negotiations between the Parties and the Parties agree to engage in any such negotiations equitably and in good faith.
12. Any terms, obligations, responsibilities, or other items set forth in the MOU and not specifically addressed in this Amendment, shall remain in full force and effect, as if fully set forth herein.


WHEREFORE, each party has caused this Amendment to be executed by its duly authorized representative(s) and agrees that this Amendment shall become effective on the date first mentioned above.

DEVELOPMENT GROUP:

WITNESS:



CLASSIC HOME BUILDERS, INC.



Print Name: Dianne Simpson
C. Schivo
Print Name: Christina Schivo

RICKY L. FACIANE
Title: Vice-President

WITNESS:

LONGVIEW PLANTATION I, LLC.

Dianne Simpson
Print Name: Dianne Simpson
C. Schivo
Print Name: Christina Schivo

David A. Brannen
DAVID A. BRANNEN
Title: Managing Member

WITNESS:

DDJ LAND COMPANY, LLC.

Marlene Dennis
Print Name: MARLENE DENNIS
Brenda J. Spencer
Print Name: BRENDA J. SPENCER

Donald W. Moore
DONALD W. MOORE
Title: Managing Member

ESCAMBIA COUNTY:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Grover C. Robinson, IV
Grover C. Robinson, IV, Chairman

ATTEST: ERNIE LEE MAGAHA
Clerk of the Circuit Court

By: Doris Harris
Deputy Clerk
(SEAL)

BCC Approved: March 4, 2010

Date Executed

3/4/10

This document approved as to form
and legal sufficiency

By: [Signature]
Title: County Attorney
Date: 2/26/10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4883

County Administrator's Report 13. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 09/05/2013

Issue: County Administrator Appointment to the Escambia County Animal Services Advisory Committee

From: Marilyn Wesley, Department Director

Organization: Community Affairs

CAO Approval:

RECOMMENDATION:

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

That the Board confirm the appointment of Dr. Andrew "Andy" Hillman as a County Administrator at-large appointee, to serve as the Veterinarian Representative to the Escambia County Animal Services Advisory Committee (ASAC), with the term of appointment to be effective September 5, 2013, through September 4, 2016, or at the County Administrator's discretion.

BACKGROUND:

The Board adopted the Resolution establishing the Escambia County Animal Services Advisory Committee on July 23, 2009 and amended the Resolution on August 20, 2013. The Resolution provides for two at-large representatives from the County Administrator, at least one of whom must be a veterinarian per the recent ASAC amendment. Dr. Andy Hillman has expressed a willingness to serve on the committee (short biography attached).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of appointments to all such established committees.

IMPLEMENTATION/COORDINATION:

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

Attachments

Biography for Dr. Andy Hillman

Dr. Andy Hillman

Dr. Andy was born to be a veterinarian. His father, Dr. Dwight Hillman began Hillman Veterinary Clinic in 1976, and Dr. Andy grew up working in every aspect of the practice.

Dr. Andy received an Animal Science degree from Auburn University. He graduated from the University Of Florida College Of Veterinary Medicine in 1989. After graduation, he joined his father at Hillman Veterinary Clinic, and is now owner and operator.

While companion animal medicine is primarily his focus and he no longer does farm calls, Dr. Andy remains one of Pensacola's experts on pot-bellied pigs, goats and horses.

Dr. Andy lives in Pensacola with his beloved wife of over twenty years and his three children. He has a miniature Dachshund named Peter Barney Bismarck and a calico cat name Daisy. In his spare time, he is an avid sportsman, who enjoys fishing and hunting.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4799

County Administrator's Report 13. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: SBA#223 - Pensacola Bay Center Insurance Reimbursement

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #223 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #223, Civic Center Fund (409) in the amount of \$20,852, to recognize insurance proceeds from a water line leak at the facility, and to appropriate these funds for the necessary repairs at the Pensacola Bay Center.

BACKGROUND:

The Pensacola Bay Center had a water line leak that caused some water damage at the facility. We have received an insurance reimbursement for those damages, funds will now be appropriated to cover the cost of repairs.

BUDGETARY IMPACT:

This amendment will increase Fund 409 by \$20,852.

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#223



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4815

County Administrator's Report 13. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: BA #230 - Personnel Funds for County Administration

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #230 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #230, County Administration, General Fund (001) in the amount of \$105,500, to cover a shortage in personnel funds due to the former County Administrator's payout at separation of employment from the Board of County Commissioners. The additional personnel funding will come from Reserves for Operating and is one-time monies in the current Fiscal Year's Budget.

BACKGROUND:

The former County Administrator's contract was not renewed earlier in Fiscal Year 2012-13, as a result of his separation of employment and all relevant terms of his contract had to be paid out. This created a shortage in personnel funds in the County Administrator's Budget. BA#230 covers this shortage from the remainder of FY12-13.

BUDGETARY IMPACT:

This amendment will increase personnel funds in Fund 001 by \$105,500.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel funds to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

**Board of County Commissioners
Escambia County
Budget Amendment Request**

**Request Number
#230**

Approval Authorities

	<u>Date Rec.</u>	<u>Date Forward</u>	<u>Approved</u>	<u>Disapproved</u>
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 001/County Administration
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Reserves for Operating		110201	59805	105,500
Total				\$105,500

Transfer To: Fund 001/County Administration
Fund/Department

<u>Account Title</u>	<u>Project Number</u>	<u>Cost Center</u>	<u>Account Code</u>	<u>Amount</u>
Regular Salaries		110302	51201	105,500
Total				\$105,500

Detailed Justification:
Funds are being reallocated to cover a shortage of personnel funds due to the former County Administrator's payout at separation of employment from the Board of County Commissioners.

OMB Analyst

Management & Budget Department Director

Budget Manager



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4805

County Administrator's Report 13. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Reduction of Sales Price due to Property Appraiser's 2013 Certified Roll Assessed Values

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of Minimum Sales Price of Real Properties Due to the Property Appraiser's 2013 Assessed Values - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum sales price required for real properties, due to the Property Appraiser's 2013 Certified Roll Assessed Values:

A. Authorize the sale of the following real properties to the bidder with the highest offer received at or above the reassessed minimum bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board;

1. Property located at 2 Utah Court, Account Number 05-5883-000, Reference Number 15-2S-30-6200-580-010, is now assessed at \$4,500; and

2. Property located at 110 North Merritt Street, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, is now assessed at \$5,700; and

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

BACKGROUND:

These property values changed with the Property Appraiser's 2013 Certified Roll Assessed Values. The County has no need for these properties.

BUDGETARY IMPACT:

Sale of these properties will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

PA 2013 Certified Roll Assessment backup

Source: Escambia County Property Appraiser

← Navigate Mode Account Reference →

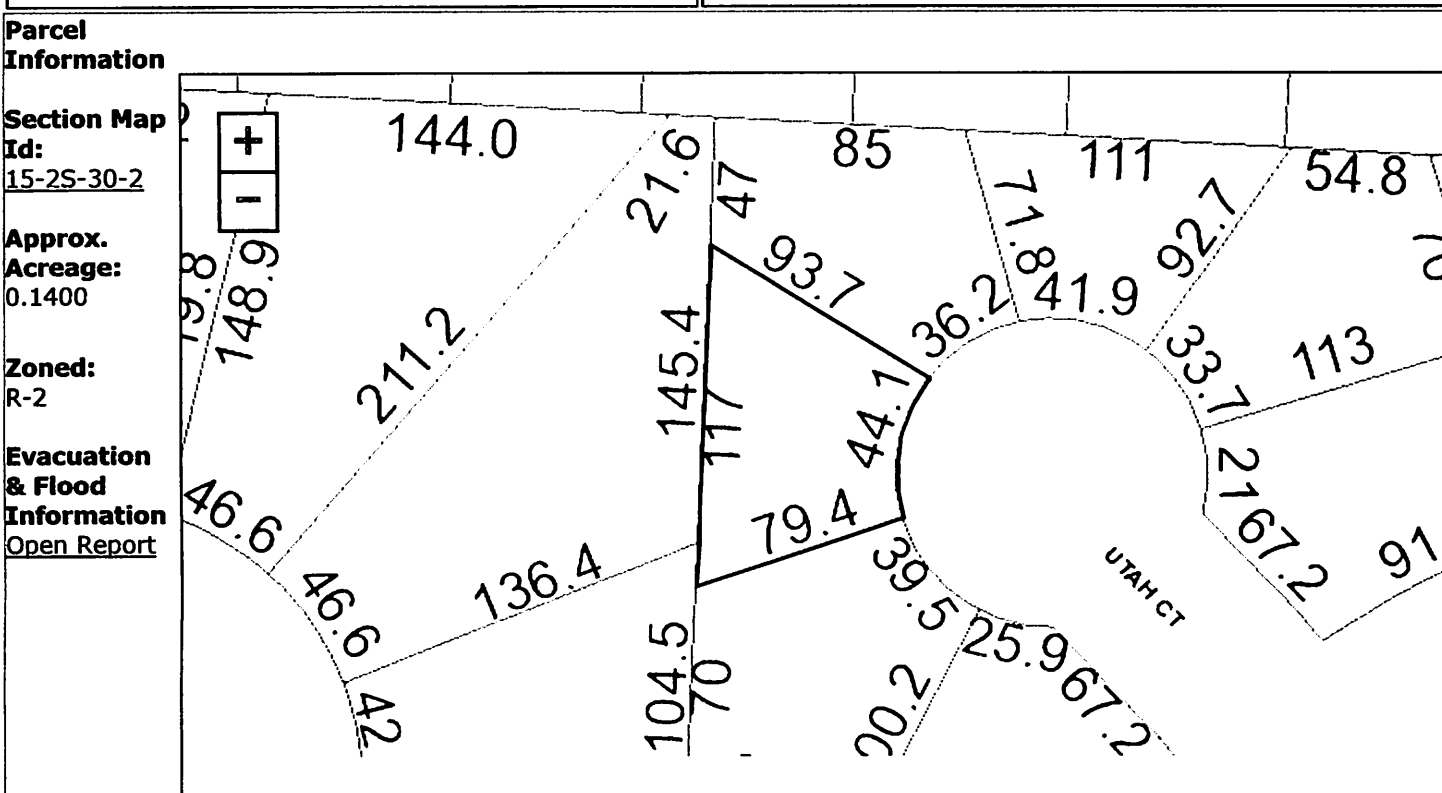
[Restore Full Page Version](#)

General Information	
Reference:	152S306200580010
Account:	055883000
Owners:	ESCAMBIA COUNTY FLORIDA
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	2 UTAH CT 32505
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2013 Certified Roll Assessment	
Improvements:	\$0
Land:	\$4,500
Total:	\$4,500
<u>Save Our Homes:</u>	\$0
Disclaimer	
Amendment 1/Portability Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2005	5768	959	\$100	CT	View Instr
07/2001	4745	1536	\$100	QC	View Instr
05/1991	2999	657	\$100	WD	View Instr
01/1972	591	638	\$7,500	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2013 Certified Roll Exemptions	
COUNTY OWNED	
Legal Description	
LT 58 BLK J 1ST ADDN TO OAKCREST PB 3 P 44 OR 2999 P 657...	
Extra Features	
None	



Buildings
Images
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones - Escambia County Property Appraiser

NORTH
R

5 MADISON DR

15-2S-30-1

ST REGIS DR

UTAH CT

15-2S-30-2

NEW YORK DR

WISCONSIN DR

50m

100ft



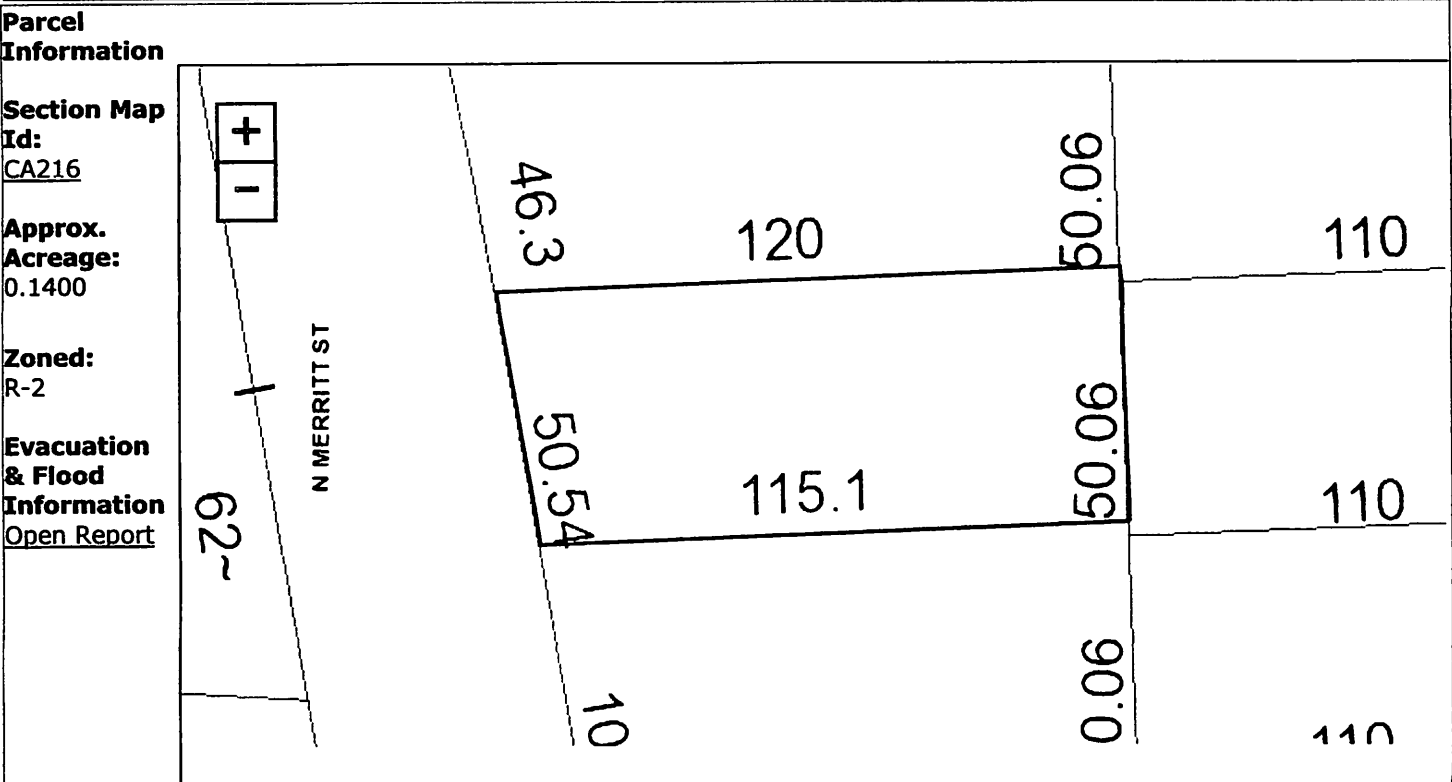
Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

General Information Reference: 502S305091011008 Account: 081454000 Owners: ESCAMBIA COUNTY Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502 Situs: 110 N MERRITT ST 32507 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	2013 Certified Roll Assessment Improvements: \$0 Land: \$5,700 <hr/> Total: \$5,700 <u>Save Our Homes:</u> \$0 <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;"><u>Amendment 1/Portability Calculations</u></p>
--	--

Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/2005</td> <td>5765</td> <td>919</td> <td>\$100</td> <td>CT</td> <td>View Instr</td> </tr> <tr> <td>01/1973</td> <td>709</td> <td>98</td> <td>\$2,500</td> <td>SC</td> <td>View Instr</td> </tr> <tr> <td>01/1969</td> <td>428</td> <td>82</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/2005	5765	919	\$100	CT	View Instr	01/1973	709	98	\$2,500	SC	View Instr	01/1969	428	82	\$100	WD	View Instr	2013 Certified Roll Exemptions COUNTY OWNED <hr/> Legal Description LT 11 BLK 8 1ST ADDN TO DURCHSLAGS S/D PB 2 P 18 OR 5765 P 919 SEC 50/51 T 2S R 30... <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
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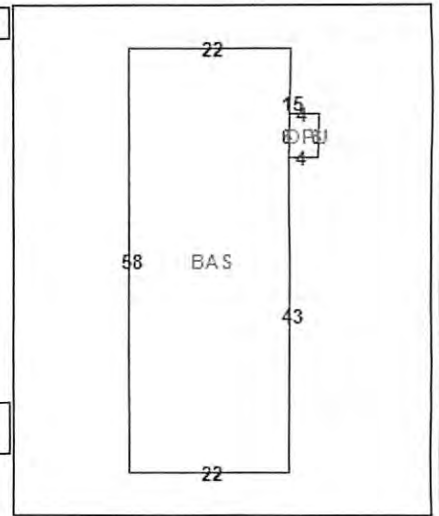


Buildings

Building 1 - Address:110 N MERRITT ST, Year Built: 1953, Effective Year: 1953

Structural Elements
FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-CONCRETE BLOCK
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
ROOF FRAMING-HIP
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-ASPHALT TILE
NO. STORIES-1.00
DECOR/MILLWORK-AVERAGE
HEAT/AIR-WALL/FLOOR FURN
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1300 Total SF
BASE AREA - 1276
OPEN PORCH UNF - 24



Images



3/22/13



3/25/13



5/2/13



4/16/03



4/12/12

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.



Chris Jones - Escambia County Property Appraiser





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4468

County Administrator's Report 13. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Maintenance On Street and Navigation Lights PD 12-13.048

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Maintenance of Street and Navigation Lights - Amy Lovoy,
Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13-048, "Maintenance of Street and Navigation Lights," to Ingram Signalization, Inc., effective October 1, 2013, ending September 30, 2016, and approve annual expenditures up to \$150,000.

[Funding: Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601, \$50,000]

[Funding: Fund 175, Transportation Trust Fund, Cost Center, 211201, Object Code 54601, \$100,000]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal and our website, July 8, 2013 and four contractors were noticed. A pre-bid was held on August 1, 2013 and three contractors were in attendance together with representatives of the County. One contractor submitted a responsive and responsible bid.

BUDGETARY IMPACT:

[Funding: Fund 167 Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601, \$50,000]

[Funding: Fund 175 Transportation Trust Fund, Cost Center, 211201, Object Code 54601, \$100,000]

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Bid Tab

Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Maintenance on Street and Navigation Lights ITB# 12-13.048						
Bid Opening Time: 10:00 a.m. CDT Bid Opening Date: 8/9/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Addendum 1	Bid Bond	Project Total
NAME OF BIDDER								
Ingram Signalization, Inc.	Y	Y	Y	Y	Y	Y	Y	\$374,522
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator				DATE: August 9, 2013			
BIDS WITNESSED BY:	Lori Kistler, SOSA				DATE: August 9, 2013			
BIDS TABULATED BY:	Lori Kistler, SOSA				DATE: August 9, 2013			

CAR
DATE 9/5/2013

BOCC
DATE 9/5/2013

The Purchasing Manager/Designee recommends to the BCC: To award a Contract Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13-48, "Maintenance on Street and Navigation Lights" to Ingram Signalization, Inc. effective October 1, 2013, ending September 30, 2016, and approve annual expenditures up to \$150,000. Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted 8/9/2013 @ 3:30p.m. CDT


JP/lk

**AGREEMENT RELATING TO
MAINTENANCE OF STREET AND NAVIGATION LIGHTS PD12-13.048**

This Agreement is made and entered into this ____ day of _____, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-087919, and whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503.

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to preventative and response maintenance of street and navigation lights throughout Escambia County (PD 12-13.048); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of pest and rodent control services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years commencing on October 1, 2013, and ending on September 30, 2016.
3. **Scope of Work**. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Maintenance of Street and Navigation Lights, Specification No. P.D. 12-13.048, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation**. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Bid Form, dated August 9, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".
5. **Method of Billing**. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
6. **Termination**. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. **Indemnification.** The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. **Insurance.** The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this

Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

15. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. **Miscellaneous.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full

force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2013, and Ingram Signalization, Inc., signing by and through its Vice President, duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/12/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

Date: _____

BCC Approved: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

By: _____
William D. Wilson, Vice President

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: _____

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
MAINTENANCE OF STREET AND NAVIGATION LIGHTS
SPECIFICATION PD 12-13.048

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY. DO NOT RETURN WITH YOUR BID**



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

MAINTENANCE OF STREET AND NAVIGATION LIGHTS

SPECIFICATION NUMBER PD 12-13.048

BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, July 24, 2013

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Gene Valentino, Chairman
Lumon May, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Steven Barry**

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

Technical Assistance:
Ken Canady, Project Manager
Contract Manager
Traffic and Transportation Operations
3363 West Park Place
Pensacola, FL 32505
Tel: (850) 595-3639
Fax: (850) 595-3405

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**MAINTENANCE OF STREET AND NAVIGATION LIGHTS
PD 12-13.048**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Joe Pillitary, CPPB, CPPB
 Purchasing Coordinator
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850)595-4878 Fax No: (850) 595-4807

Invitation to Bid

**MAINTENANCE OF STREET AND
 NAVIGATION LIGHTS**

**SOLICITATION NUMBER:
 PD 12-13.048**

SOLICITATION

MAILING DATE: Monday, July 8, 2013

PRE-BID CONFERENCE: N/A

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, July 24, 2013 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED S _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County renders final payment on the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
 (TYPED OR PRINTED)

**
 SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
 (MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____

Signature of Person Authorized to Sign

Date

WITNESS _____

Date

ATTEST: _____

Corporate Secretary

Date

WITNESS _____

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

Awarded Date _____

ATTEST: _____

Witness

Date

Effective Date _____

BID FORM
Specification Number PD12-13.048
MAINTENANCE OF STREET AND NAVIGATION LIGHTS

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Maintenance of Street and Navigation Lights as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price: _____

Company Name

GENERAL RATES			
	Bid Rate	Bid Qty	Ext
Technician – IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR		400	
Technician – IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM) /HR		25	
Technician – IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		240	
Technician – IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR		15	
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR		400	
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR		15	
Office Assistant/HR		200	
Aerial Bucket Truck (Standard)/HR		400	
Aerial Bucket Truck (Large)/HR		20	
Service Truck/ HR		240	
Maintenance of Traffic (Message Board Rental)/DA Y		10	
Utility Coordination (Sunshine Spots)/PI		5	
Subtotal			

PARTS AND MATERIALS

FIXTURE:

Cobrahead, 250W, 240V/EA		50	
Cobrahead, 400W, 480V/EA		50	
Cobrahead, 250W, 120V/EA		50	
Cobrahead, 250W, 480V/EA		50	
Cobrahead, 400W, 240V/EA		50	
Halophane, 150W, 480V/EA		50	
Subtotal			

LAMP:

High Pressure Sodium, 250W /EA		50	
High Pressure Sodium, 400W/EA		50	
Metal Halide, 70W /EA		50	
Metal Halide, 150W/EA		50	
Metal Halide, 175W/EA		50	
Subtotal			

BALLAST:	Bid Rate	Bid Qty	Ext
High Pressure Sodium, 120V, 250W/EA		50	
High Pressure Sodium, 120V, 400W/EA		50	
High Pressure Sodium, 240V, 250W/EA		50	
High Pressure Sodium, 240V, 400W/EA		50	
High Pressure Sodium, 480V, 250W/EA		50	
High Pressure Sodium, 480V, 400W/EA		50	

Metal Halide, 240V, 70W/EA		50	
Subtotal			

BALLAST:	Bid Rate	Bid Qty	Ext
Metal Halide, 240V, 150W/EA		50	
Metal Halide, 240V, 175W/EA		50	
Metal Halide, 480V, 70W/EA		50	
Metal Halide, 480V, 150W/EA		50	
Metal Halide, 480V, 175W/EA		50	
Subtotal			

PHOTO CELL:	Bid Rate	Bid Qty	Ext
Pedestal, 120V - EA		25	
Pedestal, 480V - EA		25	
Twist Lock, 120V - EA		25	
Twist Lock, 480V - EA		25	
Subtotal			

NAVIGATION LIGHTS AND MATERIALS:	Bid Rate	Bid Qty	Ext
Lantern, Red, LED - EA		10	
Lantern, Green, LED - EA		10	
Tide Gauge Light, White, 35W - EA		4	
Channel Marker Light - EA		4	
Fuse, 10 AMP - EA		50	
Surge Arrestor - EA		50	
Fuse Holder - EA		25	
Boot - EA		50	
12/2 SO Cable/LF		200	
10/2 SO Cable/LF		200	
Subtotal			

MARKUP (%) - Material Acquisition for materials not listed above:

%	\$2500	
---	--------	--

TOTAL

--

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

Escambia County Competency Board

- Building Contractor, State Certified
 - Building Contractor, State Registered
 - Building Contractor
 - Building Contractor, Escambia Co. Only
 - Demolition Contractor
 - Electrical, State Certified
 - Electrical, State Registered
 - Electrical, Escambia County Contract Only
 - General Contractor, State Certified
 - General Contractor, State Registered
 - General Contractor
 - Lawn Sprinkler & Irrigation
 - Marine Contractor
 - Mechanical Contractor, State Certified
 - Mechanical Contractor, State Registered
 - Mechanical Contractor
 - Mechanical, Escambia County Contract Only
 - Roofing, Unlimited, State Registered
 - Roofing, Unlimited, State Certified
 - Roofing, Limited
 - Roofing, Unlimited
 - Sign Electrical Contractor, State Registered
 - Sign Electrical Contractor, State Certified
 - Steam Gen. Boiler/And Piping
 - Tower/Antenna
 - Underground Utility/Excavation State Registered
 - Underground Utility/Excavation State Certified
 - Other _____
 - Other _____
 - Other _____
 - Other _____
- License # _____

Florida DBPR Contractor's License

- Building Contractor, State Certified
- Building Contractor, State Registered
- Building Contractor
- Building Contractor, Escambia Co. Only
- Demolition Contractor
- Electrical, State Certified
- Electrical, State Registered
- Electrical, Escambia County Contract Only
- General Contractor, State Certified
- General Contractor, State Registered
- General Contractor
- Lawn Sprinkler & Irrigation
- Marine Contractor
- Mechanical Contractor, State Certified
- Mechanical Contractor, State Registered
- Mechanical Contractor
- Mechanical, Escambia County Contract Only
- Roofing, Unlimited, State Registered
- Roofing, Unlimited, State Certified
- Roofing, Limited
- Roofing, Unlimited
- Sign Electrical Contractor, State Registered
- Sign Electrical Contractor, State Certified
- Steam Gen. Boiler/And Piping
- Tower/Antenna
- Underground Utility/Excavation State Registered
- Underground Utility/Excavation State Certified
- Other _____
- Other _____
- Other _____
- Other _____

Bid Form Continued
PD 12-13.048
Maintenance of Street and Navigation Lights

License # _____

Name Under Which License is Recorded

Print or Type

I certify that:
I have examined the plans and specifications

State of Florida Department of State Certificate of
Authority Document Number

Occupational License No. _____

Terms of Payment (Check one)

- Net 30 Days ___ 2% 10th Prox ___
 Other ___

County Permits/Fees required for this
project:

<u>Permit</u>	<u>Cost</u>
None Known	_____
_____	_____
_____	_____

Proposer: _____

By: _____

Signature: _____

Title: _____

Address: _____

I hold the necessary license to perform the
work indicated in the plans and specifications
My license is current and meets all of the
requirements of the Escambia Competency
Board

Original Signature

Person to contact concerning this bid:

Phone # _____

Toll Free # _____

Fax # _____

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **Five Hundred Dollars (\$500.00)** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000

Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 12-13.048, "Maintenance of Street and Navigation Lights",
Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must
mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

The scope of work under this contract involves the preventive and response maintenance of street and navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10 of the Specifications. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$500.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement Questions

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, Telephone (850) 595-4878, Fax (850) 595-4807. Technical questions may be directed to Ken Canady, Project Manager, Telephone (850) 595-3639, Fax (850) 595-3405.

4. Bid

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Transportation and Traffic Operations
Attention: Ken Canady, Project Manager
3363 West Park Place
Pensacola, FL 32505

8. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of acceptance by Escambia County, or as specified herein.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

9. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

10. **Award**

Award shall be made on an "all-or-none total" basis.

11. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

12. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

13. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy

and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

14. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

15. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal

certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at www.myescambia.com/departments/purchasing, must have ADOBE Reader, click link to On-Line Solicitations then click on the Standard Construction Contract Documents link in listing for this solicitation).

Agreement Declaration (Revised as indicated by asterisk)

- Section 1 *B. N/A sets of contract documents
- Section 2
- Section 3
- Section 4
- Section 5 *A. Substantially Complete in N/A calendar days
 Fully Complete and ready for Final Inspection in N/A calendar days
 *B. Liquidated Damages at N/A for each calendar day
- Section 6
- Section 7 *A. Traffic and Transportation Operations
 3363 W. Park Place
 Pensacola, FL 32505
 Attn: Ken Canady, Project Manager
- Section 8
- Section 9
- Section 10
- Section 11
- Section 12
- Section 13

Exhibits (Revised as indicated by asterisk)

- A. General Terms and Conditions
 *4.4 Two (2) copies of each Application for Payment
- B Form of Performance and Payment Bond
- C Insurance and Safety Requirements

MAINTENANCE OF STREET AND NAVIGATION LIGHTS

1. DEFINITIONS AND IDENTIFICATIONS:

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which allow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 ADMINISTRATOR

Whenever the term ADMINISTRATOR is used herein, it is intended to mean the County Administrator of the Escambia County Government, his deputy, or his designee. The ADMINISTRATOR is the administrative head of all departments and divisions of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the ADMINISTRATOR or his designee.

1.2 BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 CONTRACTOR

The CONTRACTOR selected to perform the services pursuant to this Agreement.

1.4 COUNTY

Escambia County, a body corporate and political subdivision of the State of Florida.

1.5 PROGRAM DIRECTOR

The PROGRAM DIRECTOR of the Transportation and Traffic Operations Division, or designee.

1.6 MAINTENANCE

Work involving inspection, adjustment, repair, and replacement of street lights, navigation lights and vertical clearance gauge lights.

1.7 STREET LIGHT

An electric power-operated device by which the surface of streets, roads, and bridges are lighted. Appurtenances such as poles, luminaries, conduit, and photoelectric cells are considered to be part of street lights for purpose of this contract.

1.8 NAVIGATION LIGHT

Electric power-operated devices by which marine traffic is warned and guided. Appurtenances such as stanchions, conduit, and photoelectric cells are considered part of a navigation light for the purpose of this contract.

1.9 VERTICAL CLEARANCE GAUGE LIGHT

An electric powered spotlight that illuminates a vertical clearance gauge for marine vessels proceeding under a bridge. Appurtenances such as support arms, conduit, and photo-electric cells are considered part of a vertical clearance gauge light for the purpose of this contract.

2. SCOPE OF WORK:

The scope of work under this contract involves the preventive and response maintenance of street and

navigation lights throughout Escambia County. A list of the lights to be maintained is presented in Section 10. The street lights on Bob Sikes Bridge are designated for bi-monthly inspection. The navigation lights on Bob Sikes Bridge are designated for monthly inspection. All the other street light maintenance/repair will be based on service calls. The number of lights to be maintained will vary as light locations are added and deleted during the term of this contract. The PROGRAM DIRECTOR will notify the CONTRACTOR, in writing, of lights to be added to and deleted from the maintenance list.

3. CONTRACTOR:

3.1 The CONTRACTOR hereby agrees or warrants in order carrying out this SCOPE OF WORK:

3.1.1 To furnish all transportation, plant, labor, materials, signs, supplies, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with, the applicable plans, specifications and addenda prepared by the PROGRAM DIRECTOR and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this contract, and shall perform all other obligations imposed by the contract. The COUNTY will not be responsible for furnishing any equipment or material to the CONTRACTOR. However, the COUNTY may choose to furnish specific parts and equipment to the CONTRACTOR. If parts and/or equipment are furnished, the CONTRACTOR may be required to sign a receipt for the equipment and safeguard the equipment until it is installed.

3.1.2 To provide 24-hour service for the repair of navigation lights. After hours servicing of navigation lights will be coordinated with the Escambia County Sheriffs' Office and Escambia County Road Department. The CONTRACTOR will provide and maintain a telephone number where he, or his designee, can be reached on a 24-hour basis during the term of this contract. In the event CONTRACTOR may anticipate in advance that he will be unavailable for any period of time, at such number, he shall so notify the PROGRAM DIRECTOR. If CONTRACTOR will be available at any other number not on file with the COUNTY, CONTRACTOR shall so notify PROGRAM DIRECTOR, it being the intent of the parties that CONTRACTOR shall, to the extent practicable, take all reasonable steps to assure his availability for services on an emergency basis.

3.1.3 That CONTRACTOR has a sufficient amount of prior satisfactory electrical experience to perform all of the work specified in this contract.

3.1.4 That persons installing, operating and maintaining such equipment be fully trained and qualified and that the CONTRACTOR shall have all work performed under the direct supervision of an electrician licensed by Escambia County or the State of Florida.

3.1.5 That workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the PROGRAM DIRECTOR shall be immediately and permanently discharged from work on this contract.

3.1.6 To keep, in stock, a sufficient number of spare luminaries, navigation beacons lenses, lamps, etc., to permit uninterrupted operation of street and navigation lights. It is important that parts and equipment be on hand or readily available to the CONTRACTOR to comply with the performance standards and to adequately insure the public safety.

3.1.7 To store, safeguard and maintain a written inventory of spare equipment, which is owned by the COUNTY. Spare equipment includes items such as luminaries and navigation beacons. The PROGRAM DIRECTOR may retrieve any County-owned equipment from the CONTRACTOR at any time during normal business hours. The PROGRAM DIRECTOR may request a copy of the current inventory list from the CONTRACTOR at any time and the CONTRACTOR shall produce the list within two working days. At the end of the contract, the PROGRAM DIRECTOR may 1) retrieve County-owned equipment from the CONTRACTOR or, 2) abandon any such equipment with the CONTRACTOR.

3.1.8 To comply with Florida Department of Transportation (FDOT) work site safety and maintenance of traffic standards. Reference documents include:

- a) FDOT, Standard Specifications for Road and Bridge Construction, Section 10 (latest edition).
- b) United States Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1e-1989), Part VI (latest edition).
- c) Where excavations occur in sidewalks or other pedestrian ways, the CONTRACTOR shall provide a safe and orderly pedestrian passage over or around the excavation area. The pedestrian pass age shall not subject pedestrians to hazards from traffic or construction operations nor cause the pedestrians to walk upon unsuitable or hazardous surfaces.
- d) At the end of each day's work and at all other times when construction operations are suspended, all equipment, materials, and other obstructions shall be removed from that portion of the right-of-way normally open to traffic.
- e) The CONTRACTOR shall assume all costs associated with the purchase or lease of materials and equipment needed to comply with safety standards, including arrow displays.

3.1.9 To coordinate and perform transfers and adjustments of electric service with Gulf Power Company. The COUNTY shall pay fees charged by Gulf Power.

3.1.10 To replace, at the Contractor's expense, sidewalk slabs, driveway slabs, and any other items, if they are damaged by maintenance activity. If damaged prior to arrival on-site, the cost of such replacement, if approved by County, may be charged to the County under time and material rates. Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work being performed and after work is performed. These photos shall be electronically submitted with the invoice.

3.1.11 The CONTRACTOR shall protect all public land corners and monuments, which may be encountered during maintenance. Corners and monuments in conflict with work and in danger of being destroyed, damaged, or covered shall be properly referenced by a Florida Registered Land Surveyor prior to beginning work at that site. The CONTRACTOR shall retain the Land Surveyor to reference and restore, upon completion of the work, all such corners and monuments. The CONTRACTOR shall assume all costs associated with the restoration of such corners and monuments.

3.2 BASE RATE SERVICES shall include the following:

3.2.1 PREVENTIVE MAINTENANCE SERVICES

The CONTRACTOR shall establish and perform a monthly/bi-monthly (once every 2 months) preventive maintenance schedule for all items included in Sections 9 and 10. Monthly service shall be performed for each navigation and vertical clearance gauge light, and a bi-monthly preventive maintenance service for the streetlights on the Bob Sikes Bridge. CONTRACTOR shall develop a preventive maintenance checklist, which includes, at a minimum, all of the issues and items listed in Sections 9 and 10. The maintenance schedule related to all items on the Bob Sikes Bridge shall be coordinated with the Bob Sikes Toll Facility Program Manager.

The checklist shall be approved by the PROGRAM DIRECTOR. An electrician, employed by the CONTRACTOR, shall complete a checklist for each light during each monthly/bi-monthly preventive maintenance service. The electrician who performs the service shall sign the checklist certifying that all specified work was completed. The checklist shall be forwarded electronically to the PROGRAM DIRECTOR with each monthly invoice. Toll fees associated with this work shall be incorporated in the base rate.

3.2.2 LOCATE LIGHTING EQUIPMENT

The CONTRACTOR shall locate (spot) lights and appurtenances whenever reasonably requested by the PROGRAM DIRECTOR, utility companies, other CONTRACTORS, and the FDOT.

3.2.3 ADJUSTMENTS AND MINOR REPAIRS

The CONTRACTOR shall perform the adjustments and minor repairs listed below as part of the Base Rate Services, if they are performed during preventive maintenance

services.

- a) Adjustments to sensors.
- b) All inspections, repairs, replacements, and adjustments, which use equipment/parts with a unit value of less than ten dollars (\$10.00).

3.3 REPAIR RATES SERVICES shall include the following:

3.3.1 Service Calls

Responses to service calls and subsequent repairs, which may be necessary, shall be charged according to the Contractor's Rate Schedule. Parts and materials shall be charged only if repairs include material and parts with a value of at least ten dollars (\$10.00). Toll fees associated with this work shall be incorporated in the service truck rate.

3.3.2 VANDALISM, STORM DAMAGE, AND VEHICLE COLLISIONS

The CONTRACTOR shall repair all damage to lights as a result of vandalism, storm damage, and vehicle collisions. Such repairs shall be considered service calls and shall be charged according to the hourly rates and part/materials rate schedule.

3.4 TERM

The term of this agreement shall be for a period of three (3) years commencing on October 1, 2013, and ending on September 30, 2016.

4. COMPENSATION AND METHOD OF PAYMENT:

COUNTY agrees to pay CONTRACTOR as compensation for its services under the terms of this Agreement, a fee to be computed as described below. The fee for maintenance services to be performed by the CONTRACTOR including all costs, expenses and fees, is to be paid as follows:

4.1 RATE SCHEDULE

The rate schedule as used herein shall mean the unit prices shown on the Rate Schedule.

4.2 METHOD OF PAYMENT

The CONTRACTOR shall be paid monthly. The CONTRACTOR shall submit an electronic invoice covering all work performed during the preceding month to the PROGRAM DIRECTOR for approval. All charges shall be clearly itemized and placed into one of two categories preventive maintenance or service calls.

4.2.1 Preventive maintenance and repairs conducted under Section 3.2 shall be charged according to the set monthly unit prices shown in the Rate Schedule.

4.2.2 Service calls shall be charged according to the hourly and parts/materials rates shown on the Rate Schedule.

4.2.3 All invoices must be submitted for payment on or before October 7th of each year for the previous fiscal year ending September 30th.

5. DOCUMENTATION:

The CONTRACTOR shall produce the documentation described below in an electronic format. Invoices will not be approved for payment unless accompanied by these reports.

5.1 The monthly preventive maintenance invoice shall be accompanied by the preventive maintenance checklist and responses to correspondence from the PROGRAM DIRECTOR.

5.2 Service call invoices shall be accompanied by the following documentation:

5.2.1 Work orders showing all labor and truck hours and/or truck trips expended, and Parts and materials used.

5.2.2 Vendor invoices showing parts, materials, and/or equipment charged.

5.2.3 All equipment, which is furnished by the COUNTY and installed by the CONTRACTOR, shall be identified as "County-furnished" on the work order for work.

5.3 Payment will be made to CONTRACTOR at:

6. RECORDS AND PERFORMANCE STANDARDS:

6.1 RECORDS

6.1.1 Maintenance and inventory records created by the CONTRACTOR shall become joint property of the COUNTY. CONTRACTOR shall furnish an electronic copy of all records requested to and by the PROGRAM DIRECTOR.

6.1.2 Maintenance Records: The CONTRACTOR shall keep neat, accurate and up-to-date records of all work performed under this contract. Maintenance records shall include, but not be limited to, the following information:

- a) Location and light identification number;
- b) Type of malfunction reported, person making notification, person responding to notification, and problem found;
- c) Dates and times of notification, arrival at the site, and completion of repairs);
- d) How problem was repaired, materials used, equipment used, and hours per employee expended;
- e) Work order number.

6.2 PERFORMANCE STANDARDS:

6.2.1 RESPONSE TIMES

The CONTRACTOR agrees to have a repairman at the site of the work to be performed, according to the schedule below, after the receipt of notice of an issue. If the CONTRACTOR is already performing maintenance work on another light covered by this contract, then the CONTRACTOR shall respond immediately upon completion of the work in progress. If the CONTRACTOR fails to respond within the times specified in the schedule, then and in that event, in addition to the charges for non-performance set forth on the schedule, the COUNTY may procure the work to be performed by another licensed electrical contractor and charge back to the CONTRACTOR the cost so incurred plus 10%.

6.2.2 RESPONSE TIME SCHEDULE

a) NAVIGATION LIGHTS

The CONTRACTOR agrees to have a repairman at the site of the work to be performed within 90 minutes, regardless of the hour, after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or service call of a malfunction or dark light.

b) VERTICAL CLEARANCE GAUGE LIGHTS

The CONTRACTOR agrees to have a repairman at the site of the work to be performed within 90 minutes, regardless of the hour, after receipt of notice from the PROGRAM DIRECTOR, Sheriff's Office, Florida Highway Patrol, Coast Guard, County staff, or service call of a malfunction or dark light.

c) STREETLIGHTS

The CONTRACTOR agrees to have a repairman at the site of the work to be performed within forty-eight (48) hours after receipt of notice from the PROGRAM DIRECTOR or a service call of a malfunction or dark light.

d) EMERGENCY

When the PROGRAM DIRECTOR determines that an emergency or dangerous situation exists, the CONTRACTOR shall respond within 30 minutes of notification, regardless of the hour.

e) RESPONSE

When location (spotting) of lighting equipment is requested, the CONTRACTOR shall respond within forty-eight (48) hours.

6.2.3 REPAIR TIMES

The CONTRACTOR agrees to complete repairs, according to the schedule below, unless the PROGRAM DIRECTOR grants an extension of time:

Problem	Emergency (1)	Final (2)
Pole knockdown	90 minutes	30 days
Lamp out (navigation light)	90 minutes	24 hours
Lamp out (vertical clearance gauge light)	90 minutes	24 hours
Lamp out (street light)	N/A	48 hours

(1) Emergency repairs - restore proper and safe operation or in case of major repairs needed - make area safe and schedule necessary repairs.

(2) Final repairs - restore to plan specifications.

CHARGES FOR NON-PERFORMANCE (Per Occurrence):

Failure to Transmit Maintenance Record Within Five (5) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500

6.2.4 REFERENCE DOCUMENTS

All materials and signal equipment furnished by the CONTRACTOR in performance of the work shall conform to the applicable requirements established by the following publications:

- a) Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.
- b) Florida Department of Transportation, Design Standards, latest edition.
- c) National Electric Code, including latest revisions.

6.2.5 CERTIFICATION AND APPROVAL OF NEW EQUIPMENT

The CONTRACTOR shall, if requested, certify that equipment meets the minimum specifications established by the FDOT prior to its use under this contract. Unless otherwise specified, all equipment and materials shall be new and of first quality.

Tideland Signal Corporation Model No. ML-155 navigation beacons shall be used unless the PROGRAM DIRECTOR specifies other equipment.

6.2.6 PULL BOXES

Where a pull box is cut into asphalt or concrete, the CONTRACTOR shall fill any gap around the pull box with the same type of material, which surrounds the pull box. This work is to minimize erosion and to eliminate gaps from which a pedestrian and/or bicyclist may trip.

6.2.7 NEW GROUNDING

The CONTRACTOR shall test each ground rod and rod assembly in accordance with FDOT standards.

6.2.8 REMOVAL OF EQUIPMENT

- (a) Equipment that is removed and deemed by the CONTRACTOR as suitable for reuse shall be delivered to the County as indicated on the construction plans or work order. Such equipment shall be labeled as County property with the location from which it is removed.
- (b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Highway 297A, Cantonment.
- (c) Parts and equipment that are removed and are not suitable for reuse and without salvage value shall be properly disposed by the Contractor at his expense.

7. MISCELLANEOUS:

7.1 TERMINATION

This Agreement may be terminated by either party for cause or upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the CONTRACTOR shall be paid its compensation for services performed up to the termination date. All COUNTY furnished software, parts and equipment, and reports prepared by CONTRACTOR shall become the property of COUNTY and shall be delivered by CONTRACTOR to COUNTY. All maintenance records in custody of CONTRACTOR shall be delivered to COUNTY.

7.2 SUBCONTRACTORS

In the event the CONTRACTOR during the course of the Work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must secure the prior written approval of the PROGRAM DIRECTOR.

7.3 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the COUNTY. However, the Agreement shall run to the Escambia County Government and its successors.

7.4 REPRESENTATIVE OF CONTRACTOR

CONTRACTOR shall inform the ADMINISTRATOR AND PROGRAM DIRECTOR in writing of the CONTRACTOR representative to whom matters involving the conduct of the Project shall be addressed.

7.5 ATTORNEY'S FEES

Should litigation or arbitration occur between the parties relating to enforcement or interpretation of this Agreement, the other party shall pay reasonable costs and attorney fees incurred by the prevailing party.

7.6 ALL 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 it is agreed that no deviation from the terms 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 or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.7 WARRANTY

The CONTRACTOR warrants his workmanship for one (1) year following installation of new materials and equipment. CONTRACTOR also agrees to correct any defect in workmanship within the repair time standards established in Article 6, paragraph 6.2 of this contract.

7.8 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States Postal Service, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to-wit:

For Escambia County:

Program Director
Escambia County
Transportation and Traffic Operations Division
3363 West Park Place
Pensacola, Florida 32505

For CONTRACTOR:

8. APPLICABLE LAWS AND REGULATIONS:

- 8.1 The CONTRACTOR shall conform to all applicable State, Federal and local laws, ordinances and regulations, including but not limited to the following:
- 8.1.1 Florida Workers' Compensation Statute 440, as amended.
 - 8.1.2 Occupational Safety and Health Act, 29 CFR 1910, General Industry Standards.
 - 8.1.3 Occupational Safety and Health Act, 29 CFR 1926, Construction Industry Standards, particularly with respect to Hazard Communications Standards and Trenching and Shoring Standards.
 - 8.1.4 Florida Administrative Code, Rules 3 8F and 3 81.
 - 8.1.5 Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 102 (2000).
- 8.2 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 contract 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.
- 8.3 The failure of the COUNTY to enforce at any time or 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.
- 8.4 Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

9. DETAIL OF PREVENTIVE MAINTENANCE SERVICES:

9.1 NAVIGATION LIGHTS (MONTHLY INSPECTIONS AND SERVICES)

9.1.1 LAMPS AND LENSES

Visually check for cleanliness, lamp outages, and broken lenses. Replace or clean as necessary.

9.1.2 PHOTO-ELECTRIC CELLS

Visually and manually check for condition and operation. Adjust or repair as necessary.

9.1.3 LIGHTS

Inspect housing, brackets, hangers, and wiring. Repair and clean as necessary.

9.1.4 ELECTRIC SERVICE

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels,

cabinets, and locks. Repair as necessary.

9.2 VERTICAL CLEARANCE GAUGE LIGHTS (MONTHLY INSPECTIONS AND SERVICES)

9.2.1 LAMPS AND LENSES

Visually check for cleanliness, lamp outages, and broken lenses. Replace or clean as necessary.

9.2.2 PHOTO-ELECTRIC CELLS

Visually and manually check for condition and operation. Adjust or repair as necessary.

9.2.3 LIGHTS

Inspect housing, brackets, hangers, and wiring. Repair and clean as necessary.

9.2.4 ELECTRIC SERVICE

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks. Repair as necessary.

9.3 STREET LIGHTS (BI-MONTHLY INSPECTIONS AND SERVICES)

9.3.1 LUMINARIES

Visually check for breakage and lamp outages. Replace or repair as necessary.

9.3.2 PHOTO-ELECTRIC CELLS

Visually and manually check for condition and operation. Adjust or repair as necessary.

9.3.3 POLES AND ARMS

Inspect for rigidity and verticality. Inspect foundation, grounding, and base plates.

9.3.4 ELECTRIC SERVICE

Inspect wires, conduit, grounding, disconnects, fuses, switches, breakers, panels, cabinets, and locks. Repair as necessary.

10. LIST OF STREET AND NAVIGATIONAL LIGHTS TO MAINTAIN:

10.1 STREET LIGHTS

Barrancas Ave./Bayou Chico Bridge/

From City Limits to West End – 27

Bob Sikes Bridge – 40

Creighton Rd./Hilburn Rd. – 3

Creighton Rd./Plantation Rd. – 4

Davis Hwy./Airport Blvd. – 4

Davis Hwy./I-10 Interchange

Between Bloodworth Ln. and Northcross Ln. – 26

Hwy. 29/Airport Blvd. – 4

Hwy. 29/Brent Ln./Beverly Pkwy. – 4

Hwy. 29/Burgess Rd. – 2

Hwy. 29/Diamond Dairy Rd. – 2

Hwy. 29/Industrial Blvd. – 3

Hwy. 29/Pinestead Rd. – 2

Hwy. 29/Stumpfield Rd./Marcus Pointe Blvd. – 3

Hwy. 29/W St. – 3

Lillian Hwy./From LaPaz St. to San Sebastian Cr. - 5
Navy Blvd./Bayou Chico Bridge - 4
Nine Mile Rd./Guidy Ln. - 3
Olive Rd/Cody Ln - 2
Palafox Hwy./Airport Blvd. - 4

University Pkwy. - 186

10.2 NAVIGATIONAL LIGHTS

Bob Sikes Bridge - 12

10.3 VERTICAL CLEARANCE LIGHTS

Bob Sikes Bridge - 2

10.4 OVERHEAD SIGN LIGHTING

Davis Hwy - 41

BID FORM
Specification Number PD12-13.048
MAINTENANCE OF STREET AND NAVIGATION LIGHTS

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: August 9, 2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Maintenance of Street and Navigation Lights as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price: Ingram Signalization, Inc.
Company Name

GENERAL RATES			
	Bld Rate	Bld Qty	Ext
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	50.00	400	20000.00
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR	65.00	25	1625.00
Technician - IMSA Level II (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	75.00	240	18000.00
Technician - IMSA Level III (Mon-Fri/4:31 PM-7:49 AM/ Sat/Sun/ Holiday)/HR	100.00	15	1500.00
Technician Assistant (Mon-Fri/8:00 AM-4:30 PM)/HR	30.00	400	12000.00
Technician Assistant (Mon-Fri/4:31 PM-7:49 AM/Sat/Sun/Holiday)/HR	45.00	15	675.00
Office Assistant/HR	30.00	200	6000.00
Aerial Bucket Truck (Standard)/HR	20.00	400	8000.00
Aerial Bucket Truck (Large)/HR	50.00	20	1000.00
Service Truck/ HR	20.00	240	4800.00
Maintenance of Traffic (Message Board Rental)/DAY	20.00	10	200.00
Utility Coordination (Sunshine Spots)/PI	200.00	5	1000.00
Subtotal			74800.00

PARTS AND MATERIALS

FIXTURE:

Cobrahead, 250W, 240V/EA	400.00	50	20000.00
Cobrahead, 400W, 480V/EA	445.00	50	22250.00
Cobrahead, 250W, 120V/EA	400.00	50	20000.00
Cobrahead, 250W, 480V/EA	400.00	50	20000.00
Cobrahead, 400W, 240V/EA	445.00	50	22250.00
Halophane, 150W, 480V/EA	1675.00	50	83750.00
Subtotal			188250.00

LAMP:

High Pressure Sodium, 250W /EA	17.50	50	875.00
High Pressure Sodium, 400W/EA	19.00	50	950.00
Metal Halide, 70W /EA	23.00	50	1150.00
Metal Halide, 150W/EA	26.00	50	1300.00
Metal Halide, 175W/EA	26.00	50	1300.00
Subtotal			5575.00



BALLAST:	Bid Rate	Bid Qty	Ext
High Pressure Sodium, 120V, 250W/EA	102.00	50	5100.00
High Pressure Sodium, 120V, 400W/EA	121.00	50	6050.00
High Pressure Sodium, 240V, 250W/EA	102.00	50	5100.00
High Pressure Sodium, 240V, 400W/EA	121.00	50	6050.00
High Pressure Sodium, 480V, 250W/EA	102.00	50	5100.00
High Pressure Sodium, 480V, 400W/EA	121.00	50	6050.00

Metal Halide, 240V, 70W/EA	75.00	50	3750.00
Subtotal			37200.00

BALLAST:	Bid Rate	Bid Qty	Ext
Metal Halide, 240V, 150W/EA	82.00	50	4100.00
Metal Halide, 240V, 175W/EA	93.00	50	4650.00
Metal Halide, 480V, 70W/EA	75.00	50	3750.00
Metal Halide, 480V, 150W/EA	82.00	50	4100.00
Metal Halide, 480V, 175W/EA	93.00	50	4650.00
Subtotal			21250.00

PHOTO CELL:	Bid Rate	Bid Qty	Ext
Pedestal, 120V - EA	15.00	25	375.00
Pedestal, 480V - EA	26.00	25	650.00
Twist Lock, 120V - EA	19.00	25	475.00
Twist Lock, 480V - EA	23.00	25	575.00
Subtotal			2075.00

NAVIGATION LIGHTS AND MATERIALS:

Lantern, Red, LED - EA	1170.00	10	11700.00
Lantern, Green, LED - EA	1170.00	10	11700.00
Tide Gauge Light, White, 35W - EA	1539.00	4	6156.00
Channel Marker Light - EA	2822.00	4	11288.00
Fuse, 10 AMP - EA	8.00	50	400.00
Surge Arrestor - EA	50.00	50	2500.00
Fuse Holder - EA	11.00	25	275.00
Boot - EA	3.00	50	150.00
12/2 SO Cable/LF	1.50	200	300.00
10/2 SO Cable/LF	2.00	200	400.00
Subtotal			44872.00

MARKUP (%) - Material Acquisition for materials not listed above: 20 % \$2500 500.00

TOTAL 374522.00

(TO BE FILLED IN)

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 7/24/13 Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

- | | |
|--|--|
| Escambia County Competency Board | Florida DBPR Contractor's License |
| <input type="checkbox"/> Building Contractor, State Certified | <input type="checkbox"/> Building Contractor, State Certified |
| <input type="checkbox"/> Building Contractor, State Registered | <input type="checkbox"/> Building Contractor, State Registered |
| <input type="checkbox"/> Building Contractor | <input type="checkbox"/> Building Contractor |
| <input type="checkbox"/> Building Contractor, Escambia Co. Only | <input type="checkbox"/> Building Contractor, Escambia Co. Only |
| <input type="checkbox"/> Demolition Contractor | <input type="checkbox"/> Demolition Contractor |
| <input type="checkbox"/> Electrical, State Certified | <input checked="" type="checkbox"/> Electrical, State Certified |
| <input type="checkbox"/> Electrical, State Registered | <input type="checkbox"/> Electrical, State Registered |
| <input type="checkbox"/> Electrical, Escambia County Contract Only | <input type="checkbox"/> Electrical, Escambia County Contract Only |
| <input type="checkbox"/> General Contractor, State Certified | <input type="checkbox"/> General Contractor, State Certified |
| <input type="checkbox"/> General Contractor, State Registered | <input type="checkbox"/> General Contractor, State Registered |
| <input type="checkbox"/> General Contractor | <input type="checkbox"/> General Contractor |
| <input type="checkbox"/> Lawn Sprinkler & Irrigation | <input type="checkbox"/> Lawn Sprinkler & Irrigation |
| <input type="checkbox"/> Marine Contractor | <input type="checkbox"/> Marine Contractor |
| <input type="checkbox"/> Mechanical Contractor, State Certified | <input type="checkbox"/> Mechanical Contractor, State Certified |
| <input type="checkbox"/> Mechanical Contractor, State Registered | <input type="checkbox"/> Mechanical Contractor, State Registered |
| <input type="checkbox"/> Mechanical Contractor | <input type="checkbox"/> Mechanical Contractor |
| <input type="checkbox"/> Mechanical, Escambia County Contract Only | <input type="checkbox"/> Mechanical, Escambia County Contract Only |
| <input type="checkbox"/> Roofing, Unlimited, State Registered | <input type="checkbox"/> Roofing, Unlimited, State Registered |
| <input type="checkbox"/> Roofing, Unlimited, State Certified | <input type="checkbox"/> Roofing, Unlimited, State Certified |
| <input type="checkbox"/> Roofing, Limited | <input type="checkbox"/> Roofing, Limited |
| <input type="checkbox"/> Roofing, Unlimited | <input type="checkbox"/> Roofing, Unlimited |
| <input type="checkbox"/> Sign Electrical Contractor, State Registered | <input type="checkbox"/> Sign Electrical Contractor, State Registered |
| <input type="checkbox"/> Sign Electrical Contractor, State Certified | <input type="checkbox"/> Sign Electrical Contractor, State Certified |
| <input type="checkbox"/> Steam Gen. Boiler/And Piping | <input type="checkbox"/> Steam Gen. Boiler/And Piping |
| <input type="checkbox"/> Tower/Antenna | <input type="checkbox"/> Tower/Antenna |
| <input type="checkbox"/> Underground Utility/Excavation State Registered | <input type="checkbox"/> Underground Utility/Excavation State Registered |
| <input type="checkbox"/> Underground Utility/Excavation State Certified | <input type="checkbox"/> Underground Utility/Excavation State Certified |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |
| License # _____ | <input type="checkbox"/> Other _____ |

Bid Form Continued
PD 12-13.048
Maintenance of Street and Navigation Lights

License # EC13004309

Name Under Which License is Recorded
William D. Wilson
Print or Type

I certify that:
I have examined the plans and specifications

State of Florida Department of State Certificate of
Authority Document Number

Occupational License No 84219

Terms of Payment (Check one)

- Net 30 Days ___ 2% 10th Prox ___
 Other ___

County Permits/Fees required for this
project:

<u>Permit</u>	<u>Cost</u>
<u>None Known</u>	_____
_____	_____
_____	_____

Proposer: Ingram Signalization, Inc.

By: William D. Wilson

Signature: 

Title: Vice-President

Address: 4522 North Davis Hwy

Pensacola, FL 32503

I hold the necessary license to perform the
work indicated in the plans and specifications
My license is current and meets all of the
requirements of the Escambia Competency
Board


Original Signature

Person to contact concerning this bid:
William D. Wilson

Phone # 850-433-8266

Toll Free # _____

Fax # 850-434-2816

All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of Five Hundred Dollars (\$500.00) is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to Escambia County, Florida
(print name of the public entity)
by William D. Wilson, Vice President
(print individual's name and title)
for Ingram Signalization, Inc.
(print name of entity submitting sworn statement)

whose business address is

4522 North Davis Hwy
Pensacola, FL 32503

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-0879719

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(signature)

Sworn to and subscribed before me this 9th day of August, 202013

Personally known ✓

Audrey Faragher

OR produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires 5-12-14

Audrey Faragher
(Printed typed or stamped commissioned name of notary public)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4788

County Administrator's Report 13. 5.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Contract Award, PD 02-03.079, Professional Services as Governed by F.S. 287.055

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning Professional Services as Governed by Florida Statute 287.055:

A. Award Task Order-based Continuing Contracts to Constantine Engineering, Inc., per PD 02-03.079, Professional Services as Governed by Florida Statute 287.055 (A&E Services), on a "Maximum Ceiling" basis fee schedule, as follows:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis]

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003. Due to the ongoing open nature of this solicitation responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form F, Consulting Services), prepared by the Legal Department.

PERSONNEL:

The Scope of Work for this project was developed by the Office of Purchasing.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts and F.S. 287.055 "Consultants' Competitive Negotiation Act".

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Contract signature the Office of Purchasing shall notify the departments. The Office of Purchasing shall work with departments in negotiating Task Orders.

Attachments

GSA SF 330 Part II

GSA SF 330 Part I

ARCHITECT - ENGINEER QUALIFICATIONS

ESCAMBIA COUNTY, FL

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Professional Services as Governed by Florida Statute 287.055 (Escambia County, Florida)

2. PUBLIC NOTICE DATE

August 22, 2003

3. PROJECT NUMBER

PD 02-03.79

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Adam C. Crotts

5. NAME OF FIRM

Constantine Engineering Inc

5a. FEDERAL EMPLOYERS'S ID (or SSN)

261308592

6. TELEPHONE NUMBER

850.912.8950

7. FAX NUMBER

8. EMAIL ADDRESS

acrotts@tcgeng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)	PRIME	J-V	PARTNER	SUBCON-	TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
X						CONSTANTINEENGINEERING INC. <input type="checkbox"/> CHECK IF BRANCH OFFICE	1988 LEWIS TURNER BLVD, UNIT 3 FORT WALTON BEACH, FL 32547	Provide Engineering support for the toll collection control system. This shall include hardware and software modifications to keep the existing control system operation.
						<input type="checkbox"/> CHECK IF BRANCH OFFICE		
						<input type="checkbox"/> CHECK IF BRANCH OFFICE		
						<input type="checkbox"/> CHECK IF BRANCH OFFICE		
						<input type="checkbox"/> CHECK IF BRANCH OFFICE		
						<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

ROLE: Project Manager

NAME: Adam Crotts, P.E.

CONTACT NUMBER: 850.291.4115

CONTACT EMAIL: acrotts@tcgeng.com

DESCRIPTION: Primary role shall be client coordination and administrative project tasks

ROLE: Project Engineer

NAME: Daniel Stevenson, P.E.

CONTACT NUMBER: 850.525.9805

CONTACT EMAIL: dstevenson@tcgeng.com

DESCRIPTION: Primary role shall be execution of project related tasks

ROLE: Electrical Designer/Technician

NAME: Shawn Stroehl

CONTACT NUMBER: 850.912.8950

CONTACT EMAIL: sstroehl@tcgeng.com

DESCRIPTION: Primary role shall be field related tasks such as hardware configuration and general troubleshooting

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Adam Crotts, P.E.		13. ROLE IN THIS CONTRACT Project Manager		14. YEARS EXPERIENCE	
				a. TOTAL 14	b. WITH CURRENT FIRM 1.5
c. TELEPHONE NUMBER 850.291.4115	d. FAX NUMBER	e. EMAIL ADDRESS acrotts@tcgeng.com			
15. FIRM NAME AND LOCATION <i>(City and State)</i> CONSTANTINE ENGINEERING INC.					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science in Electrical Engineering			17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer 65523 (Florida - Electrical)		
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> NFPA Member, IES Member, and IEEE Member					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
a. Bob Sikes Toll Collection System Upgrade		PROFESSIONAL SERVICES 2001	CONSTRUCTION <i>(If applicable)</i> 2002
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Designed and performed the system integration for the Bob Sikes Toll Collection system utilizing RF transponders. This project included the development of all new software for the toll collection interface as well as the reporting application.		<input type="checkbox"/> Check if project performed with current firm	
b. Bob Sikes Toll Facility Repairs		PROFESSIONAL SERVICES 2004	CONSTRUCTION <i>(If applicable)</i> 2005
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project focused on the storm related repairs as well as the FEMA mitigation repairs to the existng toll colleciton facility. This included moving all of the electrical and computer equipment above the flood elevation for the site as well as a new design for the toll collection booths.		<input type="checkbox"/> Check if project performed with current firm	
c. Sandy Run Creek Pollution Control Plant Improvements		PROFESSIONAL SERVICES 2012	CONSTRUCTION <i>(If applicable)</i> 2013
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Electrical and control system design for the upgrades to the existng wastewater treatment facility. This included all new power distribution and a new plant wide SCADA system.		<input checked="" type="checkbox"/> Check if project performed with current firm	
d. ECUA Pensacola Beach Disinfection Improvements Project		PROFESSIONAL SERVICES 2009	CONSTRUCTION <i>(If applicable)</i> 2010
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Electrical and control system design for the plant disinfection improvements. This included the addition of new power distribution equipment, chlorination equipment, de-chlorination equipment, and control system hardware and software.		<input type="checkbox"/> Check if project performed with current firm	
e. Decatur Gas SCADA Upgrade		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If applicable)</i> 2013
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included the system design as well as the system integration of the Gas SCADA system components. This included new RTU control panels, SCADA graphic revisions, and cellular telemetr		<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Shawn Stroehl		13. ROLE IN THIS CONTRACT Electrical Designer/Technician		14. YEARS EXPERIENCE	
				a. TOTAL	b. WITH CURRENT FIRM
c. TELEPHONE NUMBER 850.912.8950		d. FAX NUMBER	e. EMAIL ADDRESS sstroehl@tcgeng.com	30	1.5
15. FIRM NAME AND LOCATION <i>(City and State)</i> Constantine Engineering Inc					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> A.S. Drafting and Design			17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>		
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Sandy Run Creek Pollution Control Plant Improvements		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2012	2013
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Electrical and control system design for the upgrades to the existng wastewater treatment facility. This included all new power distribution and a new plant wide SCADA system.		<input checked="" type="checkbox"/> Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i> Okalosa County Mid County SCADA System Improvements		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2012	2013
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included the design and system integration of a new SCADA system for the Mid-County water system. This included new control system panel design, software, and field integration services		<input type="checkbox"/> Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i> Decatur Gas SCADA Upgrade		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2013	2013
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included the system design as well as the system integration of the Gas SCADA system components. This included new RTU control panels, SCADA graphic revisions, and cellular telemetry		<input checked="" type="checkbox"/> Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm
(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Daniel Stevenson, P.E.		13. ROLE IN THIS CONTRACT Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL	b. WITH CURRENT FIRM
c. TELEPHONE NUMBER 850.525.9805		d. FAX NUMBER	e. EMAIL ADDRESS dstevenson@tcgeng.com	7	1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Constantine Engineering Inc					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science in Electrical Engineering			17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Professional Engineer 74633 (Florida - Electrical)		
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
Sandy Run Creek Pollution Control Plant Improvements		PROFESSIONAL SERVICES 2012	CONSTRUCTION <i>(If applicable)</i> 2013
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Electrical and control system design for the upgrades to the existng wastewater treatment facility. This included all new power distribution and a new plant wide SCADA system.		
		<input checked="" type="checkbox"/>	Check if project performed with current firm
Okaloosa County Mid County SCADA System Improvements		PROFESSIONAL SERVICES 2012	CONSTRUCTION <i>(If applicable)</i> 2013
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included the design and system integration of a new SCADA system for the Mid-County water system. This included new control system panel design, software, and field integration services		
		<input checked="" type="checkbox"/>	Check if project performed with current firm
Decatur Gas SCADA Upgrade		PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(If applicable)</i> 2013
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE The project included the system design as well as the system integration of the Gas SCADA system components. This included new RTU control panels, SCADA graphic revisions, and cellular telemetry		
		<input checked="" type="checkbox"/>	Check if project performed with current firm
ECUA Pensacola Beach Disinfection Improvements Project		PROFESSIONAL SERVICES 2009	CONSTRUCTION <i>(If applicable)</i> 2010
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Electrical and control system design for the plant disinfection improvements. This included the addition of new power distribution equipment, chlorination equipment, de-chlorination equipment, and control system hardware and software.		
		<input type="checkbox"/>	Check if project performed with current firm
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		
		<input type="checkbox"/>	Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER C
21. TITLE AND LOCATION <i>(City and State)</i> Sandy Run Creek Pollution Control Plant Improvements (Warner Robins, GA)		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2012 CONSTRUCTION <i>(If applicable)</i> : 2013
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Warner Robins	b. POINT OF CONTACT Marianne Golmitz d. POINT OF CONTACT EMAIL ADDRESS mgolmitz@wrga.gov	c. POINT OF CONTACT TELEPHONE NUMBER 478.929.1903 e. POINT OF CONTACT FAX NUMBER

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Electrical and control system design for the upgrades to the existing wastewater treatment facility. This included all new power distribution and a new plant wide SCADA system.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME CONSTANTINEENGINEERING INC.	(2) FIRM LOCATION <i>(City and State)</i> Fort Walton beach, FL	(3) ROLE Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

Adam C. Crotts, P.E.

32. DATE

7/25/2013

33. NAME AND TITLE

Adam C. Crotts Project Manager



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4800

County Administrator's Report 13. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Signal Response Maintenance and Construction PD 12-13.049

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Signal Response Maintenance and Construction - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13.049, Signal Response Maintenance and Construction, to Ingram Signalization, Inc., and approve annual expenditures up to \$300,000.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601]

BACKGROUND:

The solicitation was advertised in the Pensacola News Journal and our website, July 8, 2013 and four contractors were in attendance together with representatives of the County. Two contractors submitted a responsive and responsible bid, Ingram Signalization Inc. was the low bidder.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual prepared the Contract.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County FL Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Agreement

Bid tabulation

**AGREEMENT RELATING TO
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION PD12-13.049**

This Agreement is made and entered into this ____ day of _____, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a company authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose federal identification number is 59-0879719, and whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid relating to signal response maintenance and construction services (PD 12-13.049); and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of signal response maintenance and construction services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence upon execution by both parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. **Scope of Work**. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Signal Response Maintenance and Construction Services, Specification No. P.D. 12-13.049, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation**. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid

Form, dated August 9, 2013, provided as part of the Contractor's Proposal, attached hereto as Exhibit "B".

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2013, and Ingram Signalization, Inc., signing by and through its Vice President, duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Title: K. M. ACH
Date: 8/12/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Gene M. Valentino, Chairman

Date: _____

By: _____

BCC Approved: _____

(SEAL)

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

ATTEST:

BY: _____
William D. Wilson, Vice President

By: _____
Corporate Secretary

Date: _____

(SEAL)

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION
SPECIFICATION PD 12-13.049

• HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. INCOMPLETE BIDS ARE NOT ACCEPTABLE. ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY

BEFORE YOU SUBMIT YOUR BID, HAVE YOU?

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
THE COUNTY MAY REQUIRE PAYMENT AND PERFORMANCE BONDS
HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID



**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION

SPECIFICATION NUMBER PD 12-13.049

BIDS WILL BE RECEIVED UNTIL: 3:15p.m., CDT, Wednesday, July 24, 2013

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Gene Valentino, IV, Chairman
Lumon May, Vice Chairman
Wilson B. Robertson
Grover Robinson, IV
Steven Barry**

**Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807**

**Technical Assistance:
Ken Canady, Project Manager
Project Manager
Traffic and Transportation Operations
3363 West Park Place
Pensacola, FL 32505
Tel: (850) 595-3484
Fax: (850) 595-3405**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION

PD 12-13.049

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO: ESCAMBIA COUNTY FLORIDA

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
 Office of Purchasing, 2nd Floor, Room 11.101
 213 Palafox Place, Pensacola, FL 32502
 Post Office Box 1591, Pensacola, FL 32591-1591
 Phone No: (850)595-4878 Fax No: (850) 595-4807

Invitation to Bid

SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION

SOLICITATION NUMBER: PD 12-13.049

SOLICITATION

MAILING DATE: Monday, July 8, 2013

PRE-BID CONFERENCE: NA

OFFERS WILL BE RECEIVED UNTIL: 3:15 p.m. CDT, Wednesday July 24, 2013 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____
DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.
VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____) _____
TOLL FREE NO.: (____) _____
FAX NO.: (____) _____

TERMS OF PAYMENT: _____
REASON FOR NO OFFER: _____
BID BOND ATTACHED \$ _____

I certify that this offer is made without prior understanding, agreement, or collusion, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignments shall be made and become effective at the time the County receives final payment on the offer.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
 (TYPED OR PRINTED)

**** SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER**
 (MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR
Escambia County Florida
Name and Title of Signer (Type or Print) _____
Name of Contractor _____
By _____
Signature of Person Authorized to Sign _____ **Date** _____
ATTEST: _____
Corporate Secretary _____ **Date** _____
(CORPORATE SEAL)
ATTEST: _____
Witness _____ **Date** _____
ATTEST: _____
Witness _____ **Date** _____

ESCAMBIA COUNTY FLORIDA
Name and Title of Signer (Type or Print) _____
By _____ **Date** _____
County Administrator
WITNESS _____ **Date** _____
WITNESS _____ **Date** _____
Awarded Date _____
Effective Date _____

BID FORM
Specification Number 12-13.049
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Signal Response Maintenance and Construction as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price: _____

RESPONSE MAINTENANCE			
Company Name			
	Bid Rate	Est. Qty	Ext
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR		1255	
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR		80	
Technician - IMSA Level II (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		730	
Technician - IMSA Level III (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		40	
Technician Assistant (Mon-Fri, 8:00 AM-4:30 PM)/HR		1255	
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR		40	
Office Assistant/HR		627	
Aerial Bucket Truck (Standard) /HR		1200	
Aerial Bucket Truck (Large)/HR		55	
Service Truck/HR		730	
Maintenance of Traffic (Message Board Rental)/DAY		10	
Utility Coordination (Sunshine Spots)/PI		10	
Timing Implementation/PI		5	
Timing Adjustment, Systems (Coordinated)/PI		5	
Timing Adjustment, Intersections (Non-Coordinated)/PI		5	
Bench Testing (Conflict Monitor)/EA		50	
Temporary Controller/Monitor Rental/DAY		25	
Temporary Traffic Signal Operation, Generator Rental/HR		5	
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day		5	
	Subtotal		
PARTS AND MATERIALS - FURNISH			
Markup (%) - Material Acquisition	%	5,000	
	Subtotal		

	Bid Rate	Est. Qty	Ext
620 - GROUNDING ELECTRODE:			
10 ft. 5/8" Ground Rod/EA		100	
20 ft. 5/8" Ground Rod/AS		50	
	Subtotal		
630 - CONDUIT - Schedule 40:			
1/2" 10 ft. Section/EA		100	
1" 10 ft. Section/EA		100	
Conduit, 2" (Above Ground)/LF		200	
Conduit, 2" (Underground)/LF		500	
Conduit, 2" (Under Pavement/Jacked)/LF		500	
Conduit, 1" Clamp/EA		100	
Conduit, 2" Clamp/EA		100	
Coupling, 1/2"/EA		50	
Coupling, 1"/EA		50	
Coupling, 2"/EA		200	
90 degree elbow, 1/2"/EA		100	
90 degree elbow, 1"/EA		100	
90 degree elbow, 2"/EA		100	
	Subtotal		
IMSA Signal Cable Color Code: White/Black/Green/Red/Orange/Blue/LF			
16-Conductor/LF		250	
12-Conductor/LF		250	
9-Conductor/LF		250	
7-Conductor/LF		500	
	Subtotal		
633 - INTERCONNECT CABLE:			
Interconnect Cable/FSK Wire (Overhead) - 6-22-AL-F8/LF		1000	
Interconnect Cable/6-22-AL-F8/LF		1000	
Interconnect Cable/Fiber Optic (Underground)/LF		1000	
Buried Cable Warning Marker (Per Detail)/EA		1000	
	Subtotal		
	Bid Rate	Est. Qty.	Ext.
634 - SPAN WIRE:			

Span Wire (One Wire/Perpendicular)/PI		1	
Span Wire (One Wire/Diagonal)/PI		1	
Span Wire (One Wire/Box)/PI		1	
Span Wire (Two Wire/Perpendicular)/PI		1	
Span Wire (Two Wire/Diagonal)/PI		1	
Span Wire (Two Wire/Box)/PI		1	
Adjustable Hanger/EA		25	
Disconnect Hanger/EA		25	
Extension Hanger/EA		25	
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA		25	
Span Wire Clamp/EA		25	
Sign Bracket, Mast Arm Type (1-Way)/EA		5	
Mast Arm Signal Bracket/EA		5	
Sign Bracket/Span Wire Type (1-Way)/EA		5	
Sign Bracket/Span Wire Type (2-Way)/EA		5	
Eye Bolt/EA		25	
All Thread/5/8"/LF		25	
Span Wire Insulator/12"/EA		5	
Guy Anchor, 6"/EA		5	
Guy Wire/1/4"/LF		100	
Guy Wire/3/8"/LF		500	
Span Wire Splice/1/4"/EA		25	
Span Wire Splice/3/8"/EA		25	
Guy Wire Vise/1/4"/EA		25	
Guy Wire Vise/3/8"/EA		25	
Slip fitter/4 1/2"/EA		25	
		Subtotal	
635 - PULL BOX OR JUNCTION BOX:			
Pull Box/EA		25	
Aerial Junction Box/EA		5	
Mounted Junction Box/EA		20	
Fiber Optics/EA		10	
Special/EA		1	
		Subtotal	
639 - ELECTRICAL SERVICE:			
Electrical Power Service/AS		1	
Electrical Service Wire/LF		500	
Electrical Service Disconnect/EA		1	
		Subtotal	

	Bid Rate	Est. Qty	Ext.
641 - CONCRETE STRAIN POLE:			
Concrete Strain Pole N-IV:			
20' - 26'/EA			
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
Concrete Strain Pole N-V:			
20' - 26'/EA			
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
Concrete Strain Pole N-VI:			
20' - 26'/EA			
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
Concrete Strain Pole N-VII:			
20' - 26'/EA			
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
Concrete Strain Pole N-VIII:			
20' - 26'/EA			
28' - 34'/EA		1	
36' - 42'/EA		1	
42' - 50'/EA		1	
	Subtotal		
643 - WOOD POLE:			
Class 5 Wood Strain Pole/35'/EA		1	
Wood Strain Pole/6" Top x 16'/.60 CCA SYP Pole (Treated)/EA		1	
	Subtotal		

	Bid Rate	Est. Qty.	Ext.
650 - TRAFFIC SIGNAL:			
Traffic Signal/12" (1 Section, 1 Way)/AS			
Traffic Signal/12" (2 Section, 1 Way)/AS		10	
Traffic Signal/12" (3 Section, 1 Way)/AS		5	
Traffic Signal/12" (4 Section, 1 Way)/AS		25	
Traffic Signal/12" (5 Section, 1 Way)/AS		1	
Traffic Signal/12" (1 Section, 2 Way)/AS		10	
Traffic Signal/12" (2 Section, 2 Way)/AS		1	
Traffic Signal/12" (3 Section, 2 Way)/AS		1	
Traffic Signal/12" (4 Section, 2 Way)/AS		10	
Traffic Signal/12" (5 Section, 2 Way)/AS		1	
Signal Lens/12" Plastic/EA		1	
Signal Lens/12" Glass/EA		1	
Signal Lamp Reflector/12"/EA		1	
Signal Visor/12"/EA		10	
Signal Bracket (1W)/EA		10	
Signal Bracket (2W)/EA		10	
Signal Back Plate/1 Section/EA		10	
Signal Back Plate/3 Section/EA		25	
Signal Back Plate/5 Section/EA		25	
		Subtotal	
653 - PEDESTRIAN SIGNAL :			
Pedestrian Signal (LED Countdown)/EA		25	
Pedestrian Signal Lens/EA		1	
Pedestrian Signal Housing (Ped Can)/EA		10	
Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA		25	
Concrete Pedestal/Type II (Power Service)/EA		10	
		Subtotal	
659 - 12" LED MODULE:			
Green/EA		100	
Red/EA		25	
Yellow/EA		25	
Green Arrow/EA		15	
Red Arrow/EA		15	
Yellow Arrow/EA		15	
Yellow (12v)/EA		15	
Signal Lamp (3M Optical)/EA		25	

	Subtotal		
	Bid Rate	Est. Qty.	Ext.
660 - LOOP ASSEMBLY AND DETECTOR:			
Loop Assembly/Type A/6'x20'/EA		1	
Loop Assembly/Type A/6'x 50'/EA		25	
Loop Assembly/Type B/6' x 6'/EA		25	
Loop Assembly/Type D/6'x50'/EA		1	
Loop Assembly/Type E/4'x16'/EA		1	
Loop Assembly/Type F/6'x20'/EA		1	
Loop Assembly/Type F/6'x50'/EA		25	
Loop Assembly/Type G/(4) Type "B" 6'x6'/EA		1	
Loop Detector/1 Channel/Relay Output/Shelf Mount/EA		10	
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA		10	
Loop Detector/1 Channel/Solid State/Shelf Mount/EA		10	
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA		10	
Loop Detector/2 Channel/Solid State/Shelf Mount/EA		10	
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA		10	
Loop Detector/4 Channel/Solid State/Shelf Mount/EA		1	
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA		1	
Loop Detector/2 Channel/Solid State/Rack Mount/EA		10	
Loop Detector/2 Channel/Rack Mount/Time Delay/EA		10	
Loop Detector/4 Channel/Solid State/Rack Mount/EA		1	
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA		1	
Surge Arrestor (Inductance Loop Amplifier)/EA		10	
Home Run Cable (Replacement)/LF		500	
		Subtotal	
660-4 - Vehicle Detection System-Video			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA		1	
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA		1	
16" LCD Monitor for Aldis System/EA		1	
		Subtotal	
665 - PEDESTRIAN DETECTOR (Pole Mounted Station):			
Pedestrian Detector (Station with Post)/AS		1	
Detector Sign (Pedestrian)/EA		50	
Push Button (Pedestrian Detector)/EA		50	

	Subtotal		
	Bid Rate	Est. Qty.	Ext.
670 - FLASHING BEACON ASSEMBLY/COMPONENTS (Pole Mounted Cabinet):			
School Beacon Assembly 120v RTC AP21 Complete Operational System/AS		1	
Flashing Beacon Controller Assembly/AS		1	
PB-5100 15' Aluminum Pole/EA		25	
PB-5306 Anchor Bolts/EA		100	
PB-5335 Square Aluminum Base with Aluminum Door/EA		25	
PB-5325 Collar Assembly for Square Base/EA		25	
SE-1100 4.5' OD Post Mounting Kit/EA		25	
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA		5	
SE-0513 Tri-Stud Adapters/EA		25	
SH-0206 U-Bolt Sign Assembly Kit/EA		25	
		Subtotal	
Flashing Beacon Controller Assembly/Solar Powered/Pole Mounted/Per Detail:			
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS		1	
Carmanah R820 Series Crosswalk Beacon/AS		1	
Carmanah R829 Series/Sch Zone Bcn/w/Calendar-Based Software/AS		1	
		Subtotal	
School Time Clock:			
Naztec Series 100/365 Day Programmable/EA		1	
RTC AP21/365 Day Programmable/EA		10	
ELTEC/NTC-17E/365 Day Programmable/EA		1	
AP22/Time Switch/EA		1	
CPR2102G/Pager Programmable Time Switch/EA		1	
RTC, AP22/365 Day Programmable/EA		1	
1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA		1	
1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA		1	
		Subtotal	
Fuse:			
Conflict Monitor/Fuse/1/2 Amp (Slo Blo)/EA		25	
Conflict Monitor/Fuse/2 Amp/EA		25	
Controller Fuse/3/4/ Amp/24 VDC/EA		25	

Controller Fuse/1 ¼ Amp (Slo Blo)/EA		25	
		Subtotal	
	Bid Rate	Est. Qty.	Ext.
Flashing Beacon Assembly/Components (Solar Powered/Pole Mounted)			
(Information Display Company):			
18' Aluminum Pole/EA		1	
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA		1	
Solar Panel Racking/EA		1	
Solar Pole-Mounted Battery Box/EA		1	
School Flashing Beacon Assembly – Model 1520, 12v Solar Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS		1	
School Flashing Beacon Assembly – Model 1820, 12v Solar Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18' Aluminum Pole Complete Operational System/AS		1	
		Subtotal	
670-5-121 - EMERGENCY GENERATOR POWER HOOK-UP:			
(Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT Dist 3 Spec)/AS		1	
		Subtotal	
671 - TRAFFIC SIGNAL CONTROLLERS:			
Controller (Isolated):			
Naztec/920/Nema/TS1/8 Phase/EA		1	
Peek/LMD - 9200/NEMA/TS-1/8 Phase/EA		1	
Peek/3000E/NEMA/TS-1/8 Phase/EA		1	
Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA		1	
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA		1	
Controller Type (Interconnect FSK Wire, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA		1	
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA		1	
Refurbished Controller (Closed Loop):			
Peek 3000E NEMA/8Phase/TS-1/Fiber Optic/EA		1	
Peek 3000E NEMA/8Phase/TS-1/FSK/EA		1	
Peek ATC-1000 Controller/EA			
		Subtotal	

676 - BASE MOUNTED CONTROLLER CABINET:			
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA		1	
		1	
676 - Cont.	Bid Rate	Est. Qty	Ext.
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA		1	
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA		1	
		Subtotal	
Peek Controller Cabinet:			
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA		1	
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA		1	
		Subtotal	
MISCELLANEOUS SIGNAL EQUIPMENT:			
Peek Double Diamond NEMA/TS-1/CMU/EA		1	
Conflict Monitor/Naztec/NM512/LCD/TS-1 (Used)/EA		1	
Peek ELRA Conflict Monitor (Used)/EA		1	
Loadswitch/EA		200	
Flash Transfer Relay/EA		25	
Surge Arrestor (Closed Loop Communication Line)/EA		1	
Controller/Peek VideoTrak Plus/EA		1	
Camera/Peek VPK351-B VideoTrak/EA		1	
Video System/9" Blk & Wht Camera Monitor (Arm Electronics) or Equal/EA		1	
Video System/Peek Uni Trak Detector Card (TS-1)/EA		1	
Solar System/12V Sealed Battery (Back-Up)/EA		1	
Power Supply/Peek NEMA PS 100/EA		1	
Cabinet Fan/EA		10	
Police Manual Control Button/EA		1	
Phone Modem/2400 Baud Rate/EA		1	
Phone Modem/56LK Baud Rate/EA		1	
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA		10	
¼" Nail-In Anchor/EA		200	
Blacktop Patch/EA		50	
#12 Fork Terminals/EA		1000	
Tie Wraps/EA		1000	
#6 THHN Wire/LF		100	
SEOW or "SO" 10-3, AWG Copper Cable/LF		500	
Hand Hole Cover (Mast Arm)/EA		10	
Foundation (Controller Cabinet)/EA		5	

CONSTRUCTION:

(Furnish and Install Rates Unless Otherwise Noted)

FDOT BOE Pay Item Number	Furnish and Install Rates:	Unit	Bld Rate	Est. Qty.	Extension
604-3-1	Timing Implementation - Controller	PI		5	\$
604-3-2	Timing Implementation - Controller/Coordination Unit	PI		5	\$
604-3-3	Timing Implementation - Master Clock Unit	PI		5	\$
630-1-11	Conduit - Aboveground	LF		100	\$
630-1-12	Conduit - Underground	LF		500	\$
630-1-13	Conduit - Under Pavement-Sawcut	LF		300	\$
630-1-14	Conduit - Underground - Jacked	LF		300	\$
630-1-15	Conduit - Bridge Mount	LF		400	\$
632-6-1	Cable, Signal - Furnish & Install	LF		500	\$
632-6-4	Cable, Signal - Adjust	LF		500	\$
632-7-1	Cable, Signal - New or Reconstructed - F&I	PI		2	\$
632-7-4	Cable, Signal - Adjust/Modify	PI		500	\$
632-8-111	Cable, Interconnect, Aerial (Number of pairs to be determined by contractor)	LF		500	\$
632-8-112	Cable, Interconnect, Underground (Number of pairs to be determined by contractor)	LF		500	\$
633-1-111	Cable, Fiber Optic - Overhead - Multi Mode, 2-12 Fibers	LF		500	\$
633-1-121	Cable, Fiber Optic - Underground - Multi Mode, 2-12 Fibers	LF		500	\$
633-2-31	Fiber Optic Connection - Splice	EA		5	\$
633-2-32	Fiber Optic Connection - Termination	EA		5	\$
633-112-1	Cable Fiber Optic - Aerial - Multi Mode - 1-25 Fibers	LF		500	\$
633-122-1	Cable Fiber Optic - Underground - Multi Mode - 1-25 Fibers	LF		500	\$
633-132-1	Cable Fiber Optic - Drop - Multi Mode - 1-25 Fibers	LF		500	\$
633-4-1	Cable Twisted Pair - Furnish & Install	LF		500	\$
633-4-4	Cable Twisted Pair - Relocate	LF		1	\$
634-4-111	Span Wire Assembly - Two Wire, Perpendicular	PI		1	\$
634-4-112	Span Wire Assembly - Two Wire, Diagonal	PI		1	\$
634-4-113	Span Wire Assembly - Two Wire, Box	PI		1	\$
634-4-114	Span Wire Assembly - Two Wire, Other	PI		1	\$
634-5-1	Fiberglass Insulator - Furnish/Install	LF		50	\$
634-6-1	Messenger Wire - Furnish/Install	LF		300	\$
635-1-11	Pull and Junction Boxes - Pull Box	EA		20	\$
635-1-12	Pull and Junction Boxes - Aerial Junction Box	EA		1	\$
635-1-13	Pull and Junction Boxes - Mounted Junction Box	EA		1	\$

635-1-15	Pull and Junction Boxes – Fiber Optics	EA		1	\$
635-1-16	Pull and Junction Boxes – Spacial	EA		1	\$
635-2-11	Pull & Splice Box-13x24-Standard	EA		50	\$
635-2-12	Pull & Splice Box-13x36-Large	EA		1	\$
635-3-11	Junction Box-Aerial	EA		1	\$
635-3-12	Junction Box-Mounted	EA		1	\$
635-3-13	Junction Box-Embedded	EA		1	\$
639-1-112	Electrical Power Service – Overhead-Meter Base- Purchased by Contractor From Power Company	AS		5	\$
639-1-122	Electrical Power Service-Underground-Meter Base- Purchased by Contractor From Power Company	AS		5	\$
639-2-1	Electrical Service Wire	LF		500	\$
639-3-11	Electrical Service Disconnect – Pole	EA		5	\$
639-3-12	Electrical Service Disconnect – Cabinet	EA		5	\$
639-4-1	Emergency Generator -Portable-Furnish/Install	EA		1	\$
639-4-5	Emergency Generator -Portable-Monitor and Refuel	HR		40	\$
641-1	Strain Poles Guying, Concrete	EA		1	\$
641-2-11	Prestressed Concrete Pole, F&I, Type P-II Pedestal	EA		20	\$
641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole	EA		5	\$
641-2-13	Prestressed Concrete Pole, F&I, Type P-III	EA		5	\$
641-2-14	Prestressed Concrete Pole, F&I, Type P-IV	EA		5	\$
641-2-15	Prestressed Concrete Pole, F&I, Type P-V	EA		5	\$
641-2-16	Prestressed Concrete Pole, F&I, Type P-VI	EA		5	\$
641-2-17	Prestressed Concrete Pole, F&I, Type P-VII	EA		5	\$
641-2-18	Prestressed Concrete Pole, F&I, Type P-VIII	EA		5	\$
641-2-19	Prestressed Concrete Pole, F&I, Custom Design	EA		1	\$
641-2-30	Prestressed Concrete Pole, Install	EA		1	\$
643-125	Strain Pole, Wood F&I, 25'	EA		1	\$
643-130	Strain Pole, Wood F&I, 30'	EA		1	\$
643-140	Strain Pole, Wood F&I, 40'	EA		1	\$
643-145	Strain Pole, Wood F&I, 45'	EA		1	\$
643-150	Strain Pole, Wood F&I, 50'	EA		1	\$
646-1-11	Aluminum Signal Pole, F&I, Install	EA		1	\$
649-1-10	Steel Strain Pole, F&I, Pedestal	EA		20	\$
649-1-11	Steel Strain Pole, F&I, Type PS-IV	EA		5	\$
649-1-12	Steel Strain Pole, F&I, Type PS-V	EA		5	\$
649-1-14	Steel Strain Pole, F&I, Type PS-VII	EA		5	\$

649-1-15	Steel Strain Pole, F&I, Type PS-VIII	EA	5	\$
649-1-16	Steel Strain Pole, F&I, Type PS-IX	EA	5	\$
649-31-101	Steel Mast Arm Assembly, (36')	EA	1	\$
649-31-102	Steel Mast Arm Assembly, (46')	EA	1	\$
649-31-103	Steel Mast Arm Assembly, (60')	EA	1	\$
649-31-104	Steel Mast Arm Assembly, (70.5')	EA	1	\$
649-31-105	Steel Mast Arm Assembly, (78')	EA	1	\$
649-31-108	Steel Mast Arm Assembly, (36'w/Luminaire)	EA	1	\$
649-31-107	Steel Mast Arm Assembly, (46'w/Luminaire)	EA	1	\$
649-31-108	Steel Mast Arm Assembly, (60'w/Luminaire)	EA	1	\$
649-31-109	Steel Mast Arm Assembly, (70.5'w/Luminaire)	EA	1	\$
649-31-110	Steel Mast Arm Assembly, (36'-36')	EA	1	\$
649-31-111	Steel Mast Arm Assembly, (36'-46')	EA	1	\$
649-31-112	Steel Mast Arm Assembly, (36'-60')	EA	1	\$
649-31-113	Steel Mast Arm Assembly, (36'-70.5')	EA	1	\$
649-31-114	Steel Mast Arm Assembly, (46'-46')	EA	1	\$
649-31-115	Steel Mast Arm Assembly, (46'-60')	EA	1	\$
649-31-116	Steel Mast Arm Assembly, (46'-70.5')	EA	1	\$
649-31-117	Steel Mast Arm Assembly, (60'-60')	EA	1	\$
649-31-118	Steel Mast Arm Assembly, (60'-70.5')	EA	1	\$
649-31-119	Steel Mast Arm Assembly, (70.5'-70.5')	EA	1	\$
650-1-113	Traffic Signal – 1 Section, 1 Way, Polycarbonate	AS	5	\$
650-1-313	Traffic Signal – 3 Section, 1 Way, Polycarbonate	AS	30	\$
650-1-413	Traffic Signal – 4 Section, 1 Way, Polycarbonate	AS	1	\$
650-1-513	Traffic Signal – 5 Section, 1 Way, Polycarbonate	AS	20	\$
653-191	Pedestrian Signal – LED, 1 Way, Countdown-Standard	EA	25	\$
653-192	Pedestrian Signal – LED, 2 Way, Countdown-Standard	EA	15	\$
659-1-01	Signal Head-Retrofit Auxiliaries – Backplate-Black	EA	10	\$
659-1-03	Signal Head-Retrofit Auxiliaries – Disconnect Hanger	EA	25	\$
659-1-04	Signal Head-Retrofit Auxiliaries – Pivotal Hanger Assembly	EA	25	\$
659-1-05	Signal Head-Retrofit Auxiliaries – Tunnel Visor	EA	25	\$
659-1-08	Signal Head-Retrofit Auxiliaries – 12" LED Module-Standard	EA	50	\$
660-1-101	Loop Detector – Inductive, Type 1, 1 Channel, Relay Output, Shelf Mounted	EA	10	\$
660-1-102	Loop Detector – Inductive, Type 2, 1 Channel, Relay Output, Shelf Mounted, Time Delay	EA	10	\$

660-1-103	Loop Detector – Inductive, Type 3, 1 Channel, Solid State, Shelf Mounted	EA	10	\$
660-1-104	Loop Detector – Inductive, Type 4, 1 Channel, Solid State, Shelf Mounted, Time Delay	EA	10	\$
660-1-105	Loop Detector – Inductive, Type 5, 2 Channel, Solid State, Shelf Mounted	EA	10	\$
660-1-106	Loop Detector – Inductive, Type 6, 2 Channel, Solid State, Shelf Mounted, Time Delay	EA	10	\$
660-1-107	Loop Detector – Inductive, Type 7, 4 Channel, Solid State, Shelf Mounted	EA	5	\$
660-1-108	Loop Detector – Inductive, Type 8, 4 Channel, Solid State, Shelf Mounted, Time Delay	EA	5	\$
660-1-109	Loop Detector – Inductive, Type 9, 2 Channel, Solid State, Rack Mounted	EA	5	\$
660-1-110	Loop Detector – Inductive, Type 10, 2 Channel, Solid State, Rack Mounted, Time Delay	EA	5	\$
660-1-111	Loop Detector – Inductive, Type 11, 4 Channel, Solid State, Rack Mounted	EA	5	\$
660-1-112	Loop Detector – Inductive, Type 12, 4 Channel, Solid State, Rack Mounted, Time Delay	EA	5	\$
660-2-101	Loop Assembly – Type A - (6'x50')	AS	25	\$
660-2-102	Loop Assembly – Type B - (6'x6')	AS	25	\$
660-2-106	Loop Assembly – Type F - (6'x50')	AS	25	\$
660-4-11	Vehicle Detection System-Video - Furnish & Install Cabinet Equipment	EA	1	\$
660-4-12	Vehicle Detection System-Video - Furnish & Install Above Ground Equipment	EA	1	\$
660-4-41	Vehicle Detection System-Video - Relocate Cabinet Equipment	EA	1	\$
660-4-42	Vehicle Detection System-Video - Relocate Above Ground Equipment	EA	1	\$
660-4-51	Vehicle Detection System-Video - Adjust/Modify Cabinet Equipment	EA	1	\$
665-11	Pedestrian Detector – Pole or Controller Mounted Detector Station & Sign	EA	10	\$
665-12	Pedestrian Detector – Detector Station with Post & Sign	EA	10	\$
665-13	Pedestrian Detector – Detector with Sign Only	EA	10	\$
668-11	Detector Cabinet – Type I	EA	1	\$
668-12	Detector Cabinet – Type II	EA	1	\$
668-13	Detector Cabinet – Type III	EA	1	\$
668-14	Detector Cabinet – Type IV	EA	1	\$
668-15	Detector Cabinet – Type V	EA	1	\$
668-16	Detector Cabinet – Type VI	EA	1	\$
670-5-111	Traffic Controller Assembly, NEMA, One Pre-emption Plan	AS	5	\$
670-5-112	Traffic Controller Assembly, NEMA, Two Pre-emption Plans	AS	1	\$
670-5-131	Traffic Controller Assembly, Special, One Pre-emption Plan	AS	5	\$
670-5-132	Traffic Controller Assembly, Special, Two Pre-emption Plans	AS	1	\$
671-2-11	Traffic Controller – NEMA	EA	15	\$
671-2-13	Traffic Controller – Special	EA	1	\$
671-2-41	Traffic Controller – Modify, NEMA	EA	1	\$
671-2-43	Traffic Controller – Modify, Special	EA	1	\$

678-1-101	Controller Accessories – Type 3 Conflict Monitor	EA	10	\$
678-1-102	Controller Accessories – Type 6 Conflict Monitor	EA	10	\$
678-1-103	Controller Accessories – Type 12 Conflict Monitor	EA	10	\$
678-1-104	Controller Accessories – Load switch	EA	100	\$
678-1-105	Controller Accessories – Type 3, Flasher	EA	25	\$
678-1-107	Controller Accessories – Type 1 Time Switch	EA	1	\$
678-1-108	Controller Accessories – Type 2 Time Switch	EA	1	\$
678-1-109	Controller Accessories – Type 3 Time Switch	EA	1	\$
678-1-110	Controller Accessories – Type 4 Time Switch	EA	1	\$
678-1-111	Controller Accessories – Power Reduction Assembly	EA	1	\$
678-1-112	Controller Accessories – Master Clock Unit	EA	5	\$
680-106	System Control Equipment – Communications Interface	EA	1	\$
680-111	System Control Equipment- Roadside Master	EA	1	\$
680-114	System Control Equipment- Central Modem Card	EA	1	\$
680-115	System Control Equipment- Autodial/Answer Ext Communications Modem	EA	1	\$
680-116	System Control Equipment – Fiber Optic, FSK Modem	EA	5	\$
683-107	System Communicator – System Communications Modem	LS	1	\$
684-11	System Communications Carrier – Multi-Pair Cable	LF	100	\$
684-12	System Communications Carrier – Coaxial Cable	LF	100	\$
684-14	System Communications Carrier – Fiber Optic Cable	LF	100	\$
685-105	System Auxiliaries – Master Clock Unit	EA	1	\$
685-108	System Auxiliaries – Equipment Cabinet, Type A	EA	1	\$
685-109	System Auxiliaries – Equipment Cabinet, Type B	EA	1	\$
685-110	System Auxiliaries – Equipment Cabinet, Type C	EA	1	\$
685-111	System Auxiliaries – Equipment Cabinet, Type D	EA	1	\$
685-127	System Auxiliaries – Telephone Connection Box	EA	1	\$
685-128	System Auxiliaries – Interface Panel	EA	1	\$
685-142	System Auxiliaries – Video Central Control Equipment	EA	1	\$
685-143	System Auxiliaries – Video Monitors	EA	5	\$
685-144	System Auxiliaries – Video System Support Equipment	EA	5	\$
685-155	System Auxiliaries – PLP FSK Card	EA	5	\$
685-156	System Auxiliaries – FSK Modem, Interface Panel Wall	EA	1	\$
685-157	System Auxiliaries – FSK Modem, Multiplexor Interface Panel	EA	1	\$
685-158	System Auxiliaries – FSK Modem, Interface Panel Rack	EA	1	\$

690-10	Signal Head Traffic Assembly – Removal	EA		12	\$
690-20	Signal Pedestrian Assembly – Removal	EA		8	\$
690-31	Signal Pedestal – Removal	EA		8	\$
690-32-1	Pole Removal, Shallow – Direct Burial	EA		4	\$
690-32-2	Pole Removal, Shallow – Bolt On Attachment	EA		4	\$
690-34-1	Complete Pole Removal - Deep, Direct Burial	EA		4	\$
690-34-2	Complete Pole Removal - Bolt on Attachment	EA		4	\$
690-50	Controller Assembly – Removal Complete Assembly	EA		10	\$
690-50-1	Controller Assemblies – Removal, Cabinet Assembly, Less Foundation	EA		5	\$
690-50-2	Controller Assembly – Removal, Controller Unit	EA		5	\$
690-60	Detector Vehicle Assembly – Removal	EA		15	\$
690-70	Detector Pedestrian Assembly – Removal	EA		4	\$
690-80	Span Wire Assembly – Removal	EA		2	\$
690-90	Conduit and Cabling – Removal	PI		1	\$
690-91	Signal Interconnect Cable – Removal	LF		500	\$
690-100	Signal Equipment – Miscellaneous Removal	PI		100	\$
699-1-1	Internally Illuminated Sign – Street Name, LED Edge Lit	EA		5	\$

Subtotal		
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Items not listed in the Bid Form

101-1	Mobilization	LS			\$
	Performance and Payment Bond	LS			\$

Subtotal		\$
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Project Total		
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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid

on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 12-13.049, Signal Response Maintenance and Construction, Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by

telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of 500.00 of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Bonds

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish separate performance and payment bonds/a performance bond on the forms provided by the County. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. Procurement Questions

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Phone: (850) 595-4878, Fax: (850) 595-4807. Technical questions may be directed to Ken Canady, Transportation and Traffic Operations Division Phone: (850) 595-3484, Fax: (850) 595-3405.

5. Bid

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be

submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

7. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Transportation & Traffic Operations Division
Attn: Ken Canady
3363 West Park Place
Pensacola, FL 32505

8. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

9. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor, until such time as the contract is executed by the last party to the transaction.

10. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

12. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

13. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

14. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid/proposal form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid/proposal offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

15. **Award**

Award shall be made on an "all-or-none total" basis.

Insurance Requirements

16. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a

minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits

of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101

P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

RESPONSE MAINTENANCE FOR TRAFFIC SIGNALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee (Contract Manager), or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition.
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest revisions.

1.2 DESCRIPTION OF WORK

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the Contractor to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

- a) Receive notification
- b) Secure the site
- c) Diagnose the problem
- d) Perform interim repairs
- e) Log the activity
- f) Complete final repairs

The Escambia County Transportation and Traffic Operations Division generates the list of traffic signals to be maintained. The approximate number of signals to be maintained is listed below and will vary as new traffic signals are accepted for maintenance, existing signals are removed, and maintenance for specific signals is temporarily suspended due to construction activity. The Contract Manager will notify the Contractor in writing of traffic signals added to and deleted from the maintenance list.

TRAFFIC SIGNALS

Emergency Vehicle	10
Intersection Beacon	43
Radar Speed Sign	14
School Beacon	77
Traffic Signal	182
TOTAL	326

These signals to include mast arm, span wire, pole mounted and solar powered type systems. For details of different types and configuration of equipment please contact Escambia County, Transportation and Traffic Operations.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- a) The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, other facilities, and any necessary items to fully complete the work described in this specification.
- b) The Contractor shall keep in stock a sufficient number of spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7.
- c) The Contractor shall return malfunctioning electronic equipment to the manufacturer for repair and testing to take advantage of warranty service and to update software. Contractor shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred.
- d) The Contractor shall have and operate a laptop computer capable of interfacing with video detection systems, and closed loop system software.
- e) The Contractor shall furnish certification from the equipment vendor that all new parts and equipment, when applicable, have been approved by the Florida Department of Transportation (FDOT) for use on public roads.
- f) Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work performed.

2.2 COUNTY-FURNISHED PARTS AND EQUIPMENT

- a) The County may choose to furnish parts and equipment to the Contractor for specified work or for general replacement. If parts and/or equipment are furnished by the County, the Contractor will be required to sign a receipt and safeguard the equipment until it is used or retrieved by the County.
- b) The Contractor shall keep an electronic file of the inventory sheet of County-furnished parts and equipment and shall provide a current listing of such items to the Contract Manager within two business days upon request and when items are taken from or added to inventory.
- c) The County will furnish video detection systems, and closed loop system software to the Contractor.
- d) The Contract Manager may retrieve any County-furnished parts and equipment from the Contractor at any time during normal business hours.

2.3 REMOVED PARTS AND EQUIPMENT

- a) Controllers, conflict monitors, and cabinets that are removed and are suitable for reuse shall be placed into the Contractor's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed.
- b) Parts and equipment that are removed and are deemed by the Contractor as suitable for reuse shall be placed into the Contractor's inventory of County-furnished equipment. The Contractor shall reuse such parts and equipment, when appropriate, before using new parts and equipment.
- c) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- d) Parts and equipment that are removed, and not suitable for reuse and have no salvage value, shall be properly disposed of by the Contractor at his expense.

PART 3 – EXECUTION

3.1 AVAILABILITY

- a) The Contractor shall provide 24-hour service. The contractor shall establish and maintain a telephone number where a Traffic Signal Technician, Level II or higher, can be contacted on a 24-hour basis during the term of the contract.
- b) Service calls after 4:30 PM on weekdays, during weekends, and holidays will be coordinated through the on-call Traffic Signal Technician, Level II or higher, during the aforementioned times without approval by the Contract Manager.

- c) Service calls after 4:30 PM on weekdays, during weekends, and holidays received from the general public and not classified as an emergency shall be documented and sent to the Contract Manager on the next business day.
- d) In the event the Contractor may anticipate that he will be unavailable for any period of time at the aforementioned telephone number, he shall so notify the Contract Manager. If the Contractor will be available at any other telephone number not on file with the County, the Contractor shall so notify the Contract Manager. It is intended that the Contractor shall, to the maximum extent practicable, take all reasonable steps to assure his availability for services.
- e) Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the Contract Manager shall be immediately and permanently discharged from work on this contract.

3.2 ADJUSTMENTS

- a) The Contractor shall not change signal phasing and timing from approved settings except when directed by the Contract Manager or during emergency response to a malfunction. The Contractor is encouraged, however, to suggest phasing and timing changes, as needed, to correct problems or to increase efficiency.
- b) The Contractor shall make adjustments to loop detector sensitivity, video detection zones, and time clocks, as necessary for proper operation.
- c) Any changes made to settings shall be documented. A copy of the documentation should be left in the controller cabinet and scanned and emailed to the Contract Manager.

3.3 QUALIFICATIONS

- a) The Contractor shall have a sufficient amount of prior satisfactory experience in the maintenance of all traffic signal components including, but not limited to closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall employ a minimum of three (3) persons certified "Traffic Signal, Level II", or higher. The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract. The Contractor shall employ a minimum of one (1) technician certified for video detection set-up and operation and shall provide a copy of the associated certificate to the Contract Manager prior to execution of the contract.

- **Span Wire:** check condition of span and tether wires, clevis pins, clamps and hardware, remove excessive slack.
 - **Mast Arms:** check clamps, hardware connection bolts for rust, and tightness; prime and spot paint as required.
 - The basis for this maintenance will be conducted through a work order issued by the Contract Manager. Also, the Contract Manager shall approve the complete replacement of signal heads, mast arms and span wire. The cost of such replacement shall be charged to the County under the time and material rates.
- g) Conflict monitors shall be bench tested, not field tested, by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures.**

3.5 REPORTS

- a) The Contractor shall prepare an electronic maintenance record and an electronic invoice for each trouble call received. Format shall be specified and/or approved by the Contract Manager. Each maintenance record shall contain the following information:**
- Location and signal identification number.
 - Service requested or trouble reported; name of person that made the request or report; date and time received.
 - Person that responded; date and time of arrival at the site; problem found; work completed; date and time work was completed.
 - Maintenance record number.
 - List of materials, parts, and equipment used.
 - List of man-hours by employee and classification.
 - Attach as documentation a copy of vendor invoices.
 - County-furnished parts and equipment used shall be noted as such.
 - Adjustments made to equipment in controller cabinet.
 - Serial numbers and dates of manufacture from equipment removed and new/refurbished equipment installed.
 - Photos of "before" and "after" at each location.
- b) Each maintenance record shall be completed in full and transmitted to the Contract Manager within three (3) business days of completion of work. Such record may also serve as the contractor's invoice for the work performed.**
- c) Invoices submitted separately from a maintenance record shall be transmitted to the Contract Manager within (30) calendar days of completion of work, except for work completed in the last two weeks of each fiscal year (Sept. 16th thru Sept. 30). Invoices for work completed in this time frame shall be transmitted to the Contract Manager on or before October 7th. Invoices submitted inconsistent with the time limitations stated herein may not be approved for payment.**

- d) Conflict monitor bench testing: a print-out of the original test results shall be given to the Contract Manager and a copy will remain with the unit tested.
- e) Contractor may request addendum for material pricing in the contract. Contract Manager will forward approved addendum requests to the Board of County Commissioners for approval of the contract modification.
- f) All documentation shall be submitted electronically.

3.6 RESPONSE MAINTENANCE

3.6.1 TASK PRIORITIES

The Contractor shall arrive at the work site according to the schedule outlined below. The order of priorities during initial response is (1) make the area safe to work in; (2) make the site safe for the traveling public; and (3) identify the problem and make repairs. Repairs which involve the replacement of small electrical and/or electronic parts and equipment (e.g., lamps, LEDs, loop detector amplifiers, load switches) shall be completed during the time of initial response.

3.6.2 RESPONSE TIMES

- Trouble calls during weekday hours of 8:00 AM and 4:30 PM, excluding legal holidays: One (1) hour.
 - Trouble calls at all other times: Two (2) hours.
 - Location (spotting) of signal equipment: Two (2) business days.
- a) If the Contractor fails to respond within the times specified, the County may charge for non-performance as set forth at the end of Part 3 of this contract and may procure the work to be performed by another contractor and charge back to the Contractor the cost incurred plus an administrative fee of 10%.
 - b) Response time for after-hours service calls (4:31 PM to 7:59 AM) and weekends/holidays shall be reviewed and initiated by the "Traffic Signal, Level II" technician who shall be responsible for determining the proper response time. The following are typical applications for response times:

Two-Hour Response Time:

- Intersection completely out
- Cabinet/pole knockdown
- Dual signal indications out
- Left/right turn signal indications out
- Not cycling properly

Next Day Response:

- Single signal indication out on thru phases only

- Activating without demand
- c) Severe weather conditions (included but not limited to):
- Heavy rain
 - High winds
 - Fog
 - Tornado warnings
 - Tropical storms
 - Hurricanes

Work shall commence as soon as conditions improve or warnings are lifted by National Weather Service.

- d) Conflict Monitor bench testing will be initiated only upon receipt of work orders issued by the Contract Manager.

3.7 REPAIR TIME

- a) The Contractor shall complete work, which typically cannot be finalized during initial response according to the schedule outlined below.
- Pole knockdown or damage: restore safe operation within 24 hours; order replacement pole within one (1) business day; install new pole within five (5) business days upon receipt.
 - Pedestrian pedestal knockdown: install new pedestal assembly within five (5) business days.
 - Sign knockdown or damage: advise the Contract Manager within one (1) business day; the County will furnish a new sign; install new sign within five (5) business days upon receipt.
 - Controller cabinet collision: replace cabinet with county stock or rental within eight (8) hours; order replacement equipment within one (1) business day; install new cabinet within five (5) business days upon receipt.
 - Controller, master, or conflict monitor failure: replace unit with spare within four (4) hours; order replacement unit or ship unit to manufacturer for repair within one (1) business day; install replacement unit within five (5) business days upon receipt.
 - Loop assembly failure: temporary splice if possible and install new loop assembly within five (5) business days. Test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
 - Signal assembly knockdown: install new signal assembly within 24 hours.

- Span wire knockdown or damage: notify law enforcement for traffic control; install new span wire within 24 hours.
 - Communication cable failure: If communication cable is found to be damaged, document findings and provide Contract Manager with a written repair estimate within five (5) business days. The Contract Manager will re-issue a part "B" work order for repairs.
 - Grounding failure or damage: install new grounding within five (5) business days. Test each new ground assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (RE: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
 - Conflict monitors shall be bench tested and re-installed within five (5) business days of work order issued by County .
 - All final repairs other than those listed above shall be completed within (30) calendar days after interim repairs have been performed.
- b) The Contract Manager may order service and minor design modifications (e.g., signal display adjustments, detector modifications and timing changes). The Contractor shall complete such service orders within ten (10) business days.
- c) If the Contractor fails to respond within the times specified, the County may charge penalties for non-performance as set forth in the Bid Sheet and may procure the work to be performed by another contractor and charge back to the Contractor the cost so incurred plus an administrative fee of 10%.

**CHARGES FOR NON-PERFORMANCE
(Per Occurrence):**

Failure to Transmit Maintenance Record Within Three (3) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500

Appendix "A"

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

	Loop Location/No.	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

	Rod Location	Resistance
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE
 IMSA Level II - Certified Technician

DATE

CONSTRUCTION OF TRAFFIC SIGNALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee, or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

- a) Florida Department of Transportation (FDOT), *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*, latest edition.
- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition.

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- b) FDOT, *Standard Specifications for Road and Bridge Construction*, latest edition.
- c) FDOT, *Minimum Specifications for Traffic Control Signals and Devices*, latest edition
- d) United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition.
- e) *National Electric Code*, including latest edition.

1.2 DESCRIPTION OF WORK

The work under this section involves the installation and modification of traffic signal equipment. Work will be initiated through the issuance of Work Orders which will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

- a) The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.
- b) The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction*, latest edition.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans or Work Order includes installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans or Work Order. The County will bear the costs of correcting any defects in the equipment stored prior to Contractor's start date that was found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to

the County until either final acceptance or the equipment is returned to the County.

2.3 REMOVED PARTS AND EQUIPMENT

- a) Equipment that is removed and deemed by the Contractor as suitable for reuse shall be delivered to the County as indicated on the construction plans or Work Order or placed into the Contractor's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed.
- b) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment.
- c) Parts and equipment that are removed, and are not suitable for reuse and without salvage value, shall be properly disposed by the Contractor at his expense.

PART 3 - EXECUTION

3.1 QUALIFICATIONS

- a) The Contractor shall have a sufficient amount of prior satisfactory experience in the construction of all traffic signal components including, but not limited to, closed-loop systems and video detection systems.
- b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

- a) The Contractor, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activity. If already damaged prior to arrival, the cost of such replacement may be charged to the County under the time and material rates. The Contractor shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work is performed.
- b) All public land corners and monuments encountered shall be protected by the Contractor. Corners and monuments which conflict with the work and in danger of disturbance shall be properly referenced by a Florida registered surveyor prior to beginning work at the site.

- c) The Contractor shall assume all costs associated with restoration of corners and monuments.
- d) The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.
- e) The Contractor shall remove all surplus materials from the right-of-way within 24 hours.
- f) The Contractor warrants his workmanship for one (1) year following conditional acceptance of the work.
- g) The Contractor agrees to correct any defect in workmanship within 10 business days of receipt of notice from the Contract Manager.

3.3 REPORTS

- a) The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.
- b) The Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

- a) Construct school zone flashing beacon assembly (pedestal-mount) and/or solar assembly: complete within 60 days.
- b) Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.
- c) Install signal head and/or cable to create a left-turn phase: complete within 30 days.
- d) Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.
- e) Install pedestrian detector station with or without signals: complete within 30 days.
- f) Install new loop assembly: complete within 10 business days.

**CHARGES FOR NON-PERFORMANCE
(Per Occurrence):**

Failure to Transmit Maintenance Record Within Five (5) Business Days	\$250
Failure to Respond to Trouble Call Within Specified Time	\$500
Failure to Complete Repair Within Specified Time	\$500
Failure to Comply with FDOT Maintenance of Traffic Standards	\$500

3.5 INSPECTION AND ACCEPTANCE OF WORK

Acceptance procedures described in Sections 611-2, 611-3, and 611-4 of the *FDOT Standard Specifications for Road and Bridge Construction*, latest edition, shall apply unless otherwise specified in the Work Order.

BID FORM
 Specification Number 12-13.049
SIGNAL RESPONSE MAINTENANCE AND CONSTRUCTION

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: August 9, 2013

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Signal Response Maintenance and Construction as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price: Ingram Signalization, Inc.

RESPONSE MAINTENANCE	Company Name		
	Bid Rate	Est. Qty	Ext
Technician - IMSA Level II (Mon-Fri, 8:00 AM-4:30 PM)/HR	55.00	1255	69025.00
Technician - IMSA Level III (Mon-Fri, 8:00 AM-4:30 PM)/HR	65.00	80	5200.00
Technician - IMSA Level II (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	75.00	730	54750.00
Technician - IMSA Level III (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	80.00	40	3200.00
Technician Assistant (Mon-Fri, 8:00 AM-4:30 PM)/HR	30.00	1255	37650.00
Technician Assistant (Mon-Fri, 4:31 PM-7:49AM, Sat, Sun and Holidays)/HR	40.00	40	1600.00
Office Assistant/HR	25.00	627	15675.00
Aerial Bucket Truck (Standard) /HR	20.00	1200	24000.00
Aerial Bucket Truck (Large)/HR	30.00	55	1650.00
Service Truck/HR	20.00	730	14600.00
Maintenance of Traffic (Message Board Rental)/DAY	15.00	10	150.00
Utility Coordination (Sunshine Spots)/PI	200.00	10	2000.00
Timing Implementation/PI	100.00	5	500.00
Timing Adjustment, Systems (Coordinated)/PI	150.00	5	750.00
Timing Adjustment, Intersections (Non-Coordinated)/PI	100.00	5	500.00
Bench Testing (Conflict Monitor)/EA	125.00	50	6250.00
Temporary Controller/Monitor Rental/DAY	25.00	25	625.00
Temporary Traffic Signal Operation, Generator Rental/HR	20.00	5	100.00
Temporary Traffic Signal Cabinet, During Knock-Down Rental/Day	10.00	5	50.00
	Subtotal		238275.00
PARTS AND MATERIALS - FURNISH			
Markup (%) - Material Acquisition	20 %	5,000	1000.00
	Subtotal		1000.00



	Bid Rate	Est. Qty	Ext
620 - GROUNDING ELECTRODE:			
10 ft. 5/8" Ground Rod/EA			
20 ft. 5/8" Ground Rod/AS	40.00	100	4000.00
	80.00	50	4000.00
	Subtotal		8000.00
630 - CONDUIT - Schedule 40:			
1/2" 10 ft. Section/EA	5.00	100	500.00
1" 10 ft. Section/EA	6.00	100	600.00
Conduit, 2" (Above Ground)/LF	3.00	200	600.00
Conduit, 2" (Underground)/LF	1.00	500	500.00
Conduit, 2" (Under Pavement/Jacked)/LF	3.00	500	1500.00
Conduit, 1" Clamp/EA	0.30	100	30.00
Conduit, 2" Clamp/EA	0.50	100	50.00
Coupling, 1/2"/EA	0.25	50	12.50
Coupling, 1"/EA	0.27	50	13.50
Coupling, 2"/EA	0.65	200	130.00
90 degree elbow, 1/2"/EA	1.00	100	100.00
90 degree elbow, 1"/EA	1.00	100	100.00
90 degree elbow, 2"/EA	1.25	100	125.00
	Subtotal		4261.00
IMSA Signal Cable Color Code: White/Black/Green/Red/Orange/Blue/LF			
16-Conductor/LF	2.67	250	667.50
12-Conductor/LF	2.00	250	500.00
9-Conductor/LF	1.15	250	287.50
7-Conductor/LF	1.55	500	775.00
	Subtotal		2230.00
633 - INTERCONNECT CABLE:			
Interconnect Cable/FSK Wire (Overhead) - 6-22-AL-F8/LF	2.50	1000	2500.00
Interconnect Cable/6-22-AL-F8/LF	2.50	1000	2500.00
Interconnect Cable/Fiber Optic (Underground)/LF	2.25	1000	2250.00
Buried Cable Warning Marker (Per Detail)/EA	40.00	1000	40000.00
	Subtotal		47250.00
	Bid Rate	Est. Qty.	Ext.
634 - SPAN WIRE:			

Span Wire (One Wire/Perpendicular)/PI	250.00	1	250.00
Span Wire (One Wire/Diagonal)/PI	250.00	1	250.00
Span Wire (One Wire/Box)/PI	900.00	1	900.00
Span Wire (Two Wire/Perpendicular)/PI	300.00	1	300.00
Span Wire (Two Wire/Diagonal)/PI	300.00	1	300.00
Span Wire (Two Wire/Box)/PI	900.00	1	900.00
Adjustable Hanger/EA	51.00	25	1275.00
Disconnect Hanger/EA	200.00	25	5000.00
Extension Hanger/EA	39.00	25	975.00
Span Wire Hanger (2079-S) with SS Bushing (Single Cable Support)/EA	41.00	25	1025.00
Span Wire Clamp/EA	41.00	25	1025.00
Sign Bracket, Mast Arm Type (1-Way)/EA	159.00	5	795.00
Mast Arm Signal Bracket/EA	192.00	5	960.00
Sign Bracket/Span Wire Type (1-Way)/EA	125.00	5	625.00
Sign Bracket/Span Wire Type (2-Way)/EA	130.00	5	650.00
Eye Bolt/EA	6.00	25	150.00
All Thread/5/8"/LF	1.00	25	25.00
Span Wire Insulator/12"/EA	200.00	5	1000.00
Guy Anchor, 6"/EA	150.00	5	750.00
Guy Wire/1/4"/LF	1.00	100	100.00
Guy Wire/3/8"/LF	1.00	500	500.00
Span Wire Splice/1/4"/EA	15.00	25	375.00
Span Wire Splice/3/8"/EA	23.00	25	575.00
Guy Wire Vise/1/4"/EA	12.00	25	300.00
Guy Wire Vise/3/8"/EA	28.00	25	700.00
Slip fitter/4 1/2"/EA	45.00	25	1125.00
		Subtotal	20830.00
635 - PULL BOX OR JUNCTION BOX:			
Pull Box/EA	141.00	25	3525.00
Aerial Junction Box/EA	75.00	5	375.00
Mounted Junction Box/EA	100.00	20	2000.00
Fiber Optics/EA	700.00	10	7000.00
Special/EA	1125.00	1	1125.00
		Subtotal	14025.00
639 - ELECTRICAL SERVICE:			
Electrical Power Service/AS	215.00	1	215.00
Electrical Service Wire/LF	1.00	500	500.00
Electrical Service Disconnect/EA	150.00	1	150.00
		Subtotal	865.00

	Bid Rate	Est. Qty	Ext.
641 - CONCRETE STRAIN POLE:			
Concrete Strain Pole N-IV:			
20' - 26'/EA	1011.00	1	1011.00
28' - 34'/EA	1131.00	1	1131.00
36' - 42'/EA	2500.00	1	2500.00
42' - 50'/EA	2700.00	1	2700.00
Concrete Strain Pole N-V:			
20' - 26'/EA	1526.00	1	1526.00
28' - 34'/EA	1835.00	1	1835.00
36' - 42'/EA	2535.00	1	2535.00
42' - 50'/EA	3200.00	1	3200.00
Concrete Strain Pole N-VI:			
20' - 26'/EA	1670.00	1	1670.00
28' - 34'/EA	2020.00	1	2020.00
36' - 42'/EA	2795.00	1	2795.00
42' - 50'/EA	3560.00	1	3560.00
Concrete Strain Pole N-VII:			
20' - 26'/EA	1970.00	1	1970.00
28' - 34'/EA	2500.00	1	2500.00
36' - 42'/EA	3300.00	1	3300.00
42' - 50'/EA	3770.00	1	3770.00
Concrete Strain Pole N-VIII:			
20' - 26'/EA	2150.00	1	2150.00
28' - 34'/EA	2665.00	1	2665.00
36' - 42'/EA	3425.00	1	3425.00
42' - 50'/EA	3945.00	1	3945.00
	Subtotal		50208.00
643 - WOOD POLE:			
Class 5 Wood Strain Pole/35'/EA			
	500.00	1	500.00
Wood Strain Pole/6" Top x 16/.60 CCA SYP Pole (Treated)/EA			
	200.00	1	200.00
	Subtotal		700.00

	Bid Rate	Est. Qty.	Ext.
650 - TRAFFIC SIGNAL:			
Traffic Signal/12" (1 Section, 1 Way)/AS			
Traffic Signal/12" (2 Section, 1 Way)/AS	125.00	10	1250.00
Traffic Signal/12" (3 Section, 1 Way)/AS	215.00	5	1075.00
Traffic Signal/12" (4 Section, 1 Way)/AS	225.00	25	5625.00
Traffic Signal/12" (5 Section, 1 Way)/AS	330.00	1	330.00
Traffic Signal/12" (1 Section, 2 Way)/AS	375.00	10	3750.00
Traffic Signal/12" (2 Section, 2 Way)/AS	338.00	1	338.00
Traffic Signal/12" (3 Section, 2 Way)/AS	575.00	1	575.00
Traffic Signal/12" (4 Section, 2 Way)/AS	795.00	10	7950.00
Traffic Signal/12" (5 Section, 2 Way)/AS	1025.00	1	1025.00
Signal Lens/12" Plastic/EA	1260.00	1	1260.00
Signal Lens/12" Glass/EA	15.00	1	15.00
Signal Lamp Reflector/12"/EA	15.00	1	15.00
Signal Visor/12"/EA	30.00	1	30.00
Signal Bracket (1W)/EA	25.00	10	250.00
Signal Bracket (2W)/EA	100.00	10	1000.00
Signal Back Plate/1 Section/EA	225.00	10	2250.00
Signal Back Plate/3 Section/EA	77.00	10	770.00
Signal Back Plate/5 Section/EA	100.00	25	2500.00
	168.00	25	4200.00
		Subtotal	34208.00
653 - PEDESTRIAN SIGNAL :			
Pedestrian Signal (LED Countdown)/EA	395.00	25	9875.00
Pedestrian Signal Lens/EA	28.00	1	28.00
Pedestrian Signal Housing (Ped Can)/EA	165.00	10	1650.00
Aluminum Pedestal (Pedestrian Signal, Flashing Beacon)/EA	386.00	25	9650.00
Concrete Pedestal/Type II (Power Service)/EA	386.00	10	3860.00
		Subtotal	25063.00
659 - 12" LED MODULE:			
Green/EA	66.00	100	6600.00
Red/EA	60.00	25	1500.00
Yellow/EA	64.00	25	1600.00
Green Arrow/EA	66.00	15	990.00
Red Arrow/EA	60.00	15	900.00
Yellow Arrow/EA	63.00	15	945.00
Yellow (12v)/EA	88.00	15	1320.00
Signal Lamp (3M Optical)/EA	10.00	25	250.00

		Subtotal	14105.00
	Bid Rate	Est. Qty.	Ext.
660 - LOOP ASSEMBLY AND DETECTOR:			
Loop Assembly/Type A/6'x20'/EA	200.00	1	200.00
Loop Assembly/Type A/6'x 50'/EA	300.00	25	7500.00
Loop Assembly/Type B/6' x 6'/EA	200.00	25	5000.00
Loop Assembly/Type D/6'x50'/EA	300.00	1	300.00
Loop Assembly/Type E/4'x16'/EA	100.00	1	100.00
Loop Assembly/Type F/6'x20'/EA	300.00	1	300.00
Loop Assembly/Type F/6'x50'/EA	400.00	25	10000.00
Loop Assembly/Type G/(4) Type "B" 6'x6'/EA	400.00	1	400.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/EA	140.00	10	1400.00
Loop Detector/1 Channel/Relay Output/Shelf Mount/Time Delay/EA	155.00	10	1550.00
Loop Detector/1 Channel/Solid State/Shelf Mount/EA	200.00	10	2000.00
Loop Detector/1 Channel/Solid State/Shelf Mount/Time Delay/EA	200.00	10	2000.00
Loop Detector/2 Channel/Solid State/Shelf Mount/EA	250.00	10	2500.00
Loop Detector/2 Channel/Solid State/Shelf Mount/Time Delay/EA	250.00	10	2500.00
Loop Detector/4 Channel/Solid State/Shelf Mount/EA	300.00	1	300.00
Loop Detector/4 Channel/Solid State/Shelf Mount/Time Delay/EA	300.00	1	300.00
Loop Detector/2 Channel/Solid State/Rack Mount/EA	200.00	10	2000.00
Loop Detector/2 Channel/Rack Mount/Time Delay/EA	200.00	10	2000.00
Loop Detector/4 Channel/Solid State/Rack Mount/EA	250.00	1	250.00
Loop Detector/4 Channel/Solid State/Rack Mount/Time Delay/EA	250.00	1	250.00
Surge Arrestor (Inductance Loop Amplifier)/EA	25.00	10	250.00
Home Run Cable (Replacement)/LF	2.00	500	1000.00
		Subtotal	42100.00
660-4 - Vehicle Detection System-Video			
Aldis, 360 degree 10" diameter x 9" Fisheye Camera / EA	3845.00	1	3845.00
Aldis, GRIDSMART Control Unit for TS1 and TS2 Traffic Control Cabinets/EA	13567.00	1	13567.00
16" LCD Monitor for Aldis System/EA	500.00	1	500.00
		Subtotal	17912.00
665 - PEDESTRIAN DETECTOR (Pole Mounted Station):			
Pedestrian Detector (Station with Post)/AS	200.00	1	200.00
Detector Sign (Pedestrian)/EA	22.00	50	1100.00
Push Button (Pedestrian Detector)/EA	60.00	50	3000.00

	Subtotal		4300.00
	Bid Rate	Est. Qty.	Ext.
670 - FLASHING BEACON ASSEMBLY/COMPONENTS (Pole Mounted Cabinet):			
School Beacon Assembly 120v RTC AP21 Complets Operational System/AS			
Flashing Beacon Controller Assembly/AS	3000.00	1	3000.00
PB-S100 15' Aluminum Pole/EA	565.00	1	565.00
PB-5306 Anchor Bolts/EA	358.00	25	8950.00
PB-5335 Square Aluminum Base with Aluminum Door/EA	10.00	100	1000.00
PB-5325 Collar Assembly for Square Base/EA	160.00	25	4000.00
SE-1100 4.5' OD Post Mounting Kit/EA	75.00	25	1875.00
SE-1002 Flasher Cabinet Assembly with Police Type One Lock/EA	45.00	25	1125.00
SE-0513 Tri-Stud Adapters/EA	505.00	5	2525.00
SH-0206 U-Bolt Sign Assembly Kit/EA	35.00	25	875.00
	30.00	25	750.00
		Subtotal	24665.00
Flashing Beacon Controller Assembly/Solar Powered/Pole Mounted/Per Detail:			
Carmanah R247 Series 24-Hour Flashing Warning Beacon/AS	3500.00	1	3500.00
Carmanah R820 Series Crosswalk Beacon/AS	3500.00	1	3500.00
Carmanah R829 Series/Sch Zone Bcu/w/Calendar-Based Software/AS	4200.00	1	4200.00
		Subtotal	11200.00
School Time Clock:			
Naztec Series 100/365 Day Programmable/EA	375.00	1	375.00
RTC AP21/365 Day Programmable/EA	452.00	10	4520.00
ELTEC/NTC-17B/365 Day Programmable/EA	452.00	1	452.00
AP22/Time Switch/EA	759.00	1	759.00
CPR2102G/Pager Programmable Time Switch/EA	1285.00	1	1285.00
RTC, AP22/365 Day Programmable/EA	565.00	1	565.00
1520 Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	8200.00	1	8200.00
1820 Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Options, Solar Display Board/EA	8200.00	1	8200.00
		Subtotal	24356.00
Fuse:			
Conflict Monitor/Fuse/1/2 Amp (Slo Blo)/EA	1.00	25	25.00
Conflict Monitor/Fuse/2 Amp/EA	1.00	25	25.00
Controller Fuse/3/4 Amp/24 VDC/EA	1.00	25	25.00

Controller Fuse/1 ¼ Amp (Slo Blo)/EA	1.00	25	25.00
		Subtotal	100.00
	Bid Rate	Est. Qty.	Ext.
Flashing Beacon Assembly/Components (Solar Powered/Pole Mounted) (Information Display Company):			
18" Aluminum Pole/EA	562.00	1	562.00
55 Watt, Solar Power Panel Kit Complete for Speed Check Displays/EA	700.00	1	700.00
Solar Panel Racking/EA	200.00	1	200.00
Solar Pole-Mounted Battery Box/EA	300.00	1	300.00
School Flashing Beacon Assembly – Model 1520, 12v Solar Speed Check 15" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18" Aluminum Pole Complete Operational System/AS	7015.00	1	7015.00
School Flashing Beacon Assembly – Model 1820, 12v Solar Speed Check 18" Series, Data Collection, Scheduler and SLOW DOWN Display, Concrete Footer, Frangible Base and 18" Aluminum Pole Complete Operational System/AS	7307.00	1	7307.00
		Subtotal	16084.00
670-5-121 - EMERGENCY GENERATOR POWER HOOK-UP: (Inc Pre-Assembled Harness/Gasket/Clamp/Splice/Per FDOT Dist 3 Spec)/AS	500.00	1	500.00
		Subtotal	500.00
671 - TRAFFIC SIGNAL CONTROLLERS:			
Controller (Isolated):			
Naztec/920/Nema/TS1/8 Phase/EA	2900.00	1	2900.00
Peek/LMD - 9200/NEMA/TS-1/8 Phase/EA	2500.00	1	2500.00
Peek/3000E/NEMA/TS-1/8 Phase/EA	5575.00	1	5575.00
Controller Type (Interconnect 860 NM Fiber Optic, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA	4950.00	1	4950.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	7210.00	1	7210.00
Controller Type (Interconnect FSK Wire, Closed Loop):			
Peek 3000E NEMA/TS-1/8 Phase/EA	5450.00	1	5450.00
Peek M3000 (Master) NEMA/TS-1/8 Phase/EA	7210.00	1	7210.00
Refurbished Controller (Closed Loop):			
Peek 3000E NEMA/8Phase/TS-1/Fiber Optic/EA	4925.00	1	4925.00
Peek 3000E NEMA/8Phase/TS-1/FSK/EA	4925.00	1	4925.00
Peek ATC-1000 Controller/EA	6770.00	1	6770.00
		Subtotal	52415.00

676 - BASE MOUNTED CONTROLLER CABINET:			
NEMA/SOP 10/8 Phase/TS-1 (2) Preemption Plans (Per FDOT District 3 Specifications)/EA		1	
	10754.00	1	10754.00
676 - Cont.	Bid	Est. Qty	Ext.
NEMA/SOP 10/8 Phase/TS-1/Communications/Master (Per FDOT District 3 Specifications)/EA	11233.00	1	11233.00
NEMA/SOP 10/8 Phase/TS-1/Communications/Master/Video Detection (Per FDOT District 3 Specifications)/EA	11700.00	1	11700.00
		Subtotal	33687.00
Peek Controller Cabinets:			
NEMA/SOP 10/8 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	15000.00	1	15000.00
NEMA/4 Phase/TS-1 (Per FDOT District 3 Specifications)/EA	11900.00	1	11900.00
		Subtotal	26900.00
MISCELLANEOUS SIGNAL EQUIPMENT:			
Peek Double Diamond NEMA/TS-1/CMU/EA	1265.00	1	1265.00
Conflict Monitor/Naztec/NM512/LCD/TS-1 (Used)/EA	400.00	1	400.00
Peek ELRA Conflict Monitor (Used)/EA	400.00	1	400.00
Loadswitch/EA	37.00	200	7400.00
Flash Transfer Relay/EA	62.00	25	1550.00
Surge Arrestor (Closed Loop Communication Line)/EA	100.00	1	100.00
Controller/Peek VideoTrak Plus/EA	5000.00	1	5000.00
Camera/Peek VPK351-B VideoTrak/EA	2500.00	1	2500.00
Video System/9" Blk & Wht Camera Monitor (Arm Electronics) or Equal/EA	325.00	1	325.00
Video System/Peek Uni Trak Detector Card (TS-1)/EA	4920.00	1	4920.00
Solar System/12V Sealed Battery (Back-Up)/EA	350.00	1	350.00
Power Supply/Peek NEMA PS 100/EA	500.00	1	500.00
Cabinet Fan/EA	30.00	10	300.00
Police Manual Control Button/EA	50.00	1	50.00
Phone Modem/2400 Baud Rate/EA	425.00	1	425.00
Phone Modem/56LK Baud Rate/EA	425.00	1	425.00
Pedestrian Isolator Board (Peek NEMA Cabinet)/EA	300.00	10	3000.00
1/4" Nail-In Anchor/EA	1.00	200	200.00
Blacktop Patch/EA	8.00	50	400.00
#12 Fork Terminals/EA	0.40	1000	400.00
Tie Wraps/EA	0.50	1000	500.00
#6 THHN Wire/LF	1.00	100	100.00
SEOW or "SO" 10-3, AWG Copper Cable/LF	1.00	500	500.00
Hand Hole Cover (Mast Arm)/EA	45.00	10	450.00
Foundation (Controller Cabinet)/EA	500.00	5	2500.00

Concrete Pad/EA	300.00	5	1500.00
24"x36" Concrete Base w/Ground Rod/EA	200.00	10	2000.00
Anchor Bolts/EA	10.00	100	1000.00
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA	425.00	10	4250.00
Peek IQ Connect, Model M3000 Translator/EA	1398.00	1	1398.00
Misc. Signal Equipment continued	Bid Rate	Est. Qty	Ext.
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA	4918.00	1	4918.00
EDI, PS 200 Shelf/Power Supply/EA	445.00	5	2225.00
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA	702.00	1	702.00
		Subtotal	51953.00
		TOTAL	767192.00

* Estimated quantities are for cost comparison only

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or Registration No. _____

Type of Contractor's License, Certification and/or Registration _____

Expiration Date: _____

Terms of Payment
 (Check one) Net 30 Days _____ 2% 10th Prox _____

County Permits/Fees required for this project:

Permit _____ Cost _____
 _____ None Known _____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

Concrete Pad/EA	300.00	5	1500.00
24"x36" Concrete Base w/Ground Rod/EA	200.00	10	2000.00
Anchor Bolts/EA	10.00	100	1000.00
US Robotics, US5686G / 56K / V.92 Serial Controller Fax Modem/EA	425.00	10	4250.00
Peek IQ Connect, Model M3000 Translator/EA	1398.00	1	1398.00
Misc. Signal Equipment continued	Bid Rate	Est. Qty	Ext.
Iteris, Vantage Edge 2 processor module, Rack Mounted Video Card/EA	4918.00	1	4918.00
EDI, PS 200 Shelf/Power Supply/EA	445.00	5	2225.00
Coby Electronics Corp. 10" Portable Digital TFT/LCD Color TV/Monitor/EA	702.00	1	702.00
		Subtotal	51953.00
		TOTAL	767192.00

* Estimated quantities are for cost comparison only

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 7/24/13 Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number 1959

Occupational License No. 84219

Florida DBPR Contractor's License, Certification and/or
Registration No. EC13004309

Type of Contractor's License, Certification and/or
Registration Electrical

Expiration Date: 8/31/2014

Terms of Payment
(Check one) Net 30 Days _____ 2% 10th Prox _____

County Permits/Fees required for this project:

Permit	Cost
<u>None Known</u>	

Bidder: Ingram Signalization, Inc.

By: William D. Wilson

Signature: _____

Title: Vice-President

Address: 4522 North Davis Hwy.
Pensacola, FL 32503

Person to contact concerning this bid:
William D. Wilson

Phone/Toll Free/Fax # 850-433-8266

Fax 850-434-2816

E-Mail Address: dwilson@gulf.net

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$500.00.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		DESCRIPTION: Signal Response Maintenance and Construction ITB# 12-13.049						
Bid Opening Time: 10:15 a.m. CDT Bid Opening Date: 8/09/2013 Opening Location: Rm. 11.407	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u>, on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Bid Bond	Addendum 1	Project Total
NAME OF BIDDER								
Ingram Signalization, Inc.	Y	Y	Y	Y	Y	Y	Y	\$2,448,344
TransCore ITS, LLC	Y	Y	Y	Y	Y	Y	Y	\$3,366,670
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator				DATE: August 9, 2013			
BIDS WITNESSED BY:	Lori Kistler, SOSA				DATE: August 9, 2013			
BIDS TABULATED BY:	Lori Kistler, SOSA				DATE: August 9, 2013			

CAR
DATE 9/5/2013

BOCC
DATE 9/5/2013

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to Ingram Signalization, Inc. effective October 1, 2013 ending September 30, 2016 and approve annual expenditures up to \$300,000.

Posted 8/20/2013 @ 4:13p.m. CDT


 JP/hk



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4806

County Administrator's Report 13. 7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Mosquito Control's Certified Budget for Fiscal Year 2013-2014

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Annual Certified Budget for the Mosquito Control Division for Fiscal Year 2013-2014 - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning annual Grant funding received from the Florida Department of Agriculture and Consumer Services for Mosquito Control:

A. Approve the Fiscal Year 2013-2014 Annual Certified Budget for the Mosquito Control Division, Community & Environment Department; and

B. Authorize the Chairman to sign the Annual Certified Budget.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds]

BACKGROUND:

The Florida Department of Agriculture and Consumer Services provides annual grant funding to Escambia County to supplement Escambia County's Mosquito Control Program. The funding will be allocated under Cost Center 220703, Fund 106. In order to receive the Fiscal Year 2013-2014 grant, the State requires Escambia County to provide an Annual Certified Budget for Mosquito Control to show how the funds will be used. The Annual Certified Budget being approved with this recommendation is tentative because it is based on Escambia County's proposed Fiscal Year 2013-2013 budget.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State I Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Approval of this certified budget recommendation requires no additional personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

The following citations of Florida law and rules apply: per Chapter 388.341, Florida Statutes (F.S.), Reports of expenditures and accomplishment; per Chapter 388.361, F.S., Department authority and rules; administration; and per Chapter 5E-13.027, Florida Administrative Code, Certified Budget, Filing.

IMPLEMENTATION/COORDINATION:

Mosquito Control Division management will ensure that Escambia County complies with the Annual Certified Budget and performs all functions required.

Attachments

Annual Certified Budget Mosquito Control



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Submit to:
Bureau of Entomology and
Pest Control
3125 Conner Blvd, Suite N,
MS C-41
Tallahassee, FL 32399-1650

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.
Telephone: (850) 617-7995; Fax (850) 617-7969

County or District Escambia County

FISCAL YEAR: OCTOBER 1, 2013 - SEPTEMBER 30, 2014

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$560,095.00	\$560,095.00	
334.1	State Grant	\$29,456.00	\$0.00	\$29,456.00
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$589,551.00	\$560,095.00	\$29,456.00
Beginning Fund Balance		\$0.00	\$0.00	\$0.00
Total Budgetary Receipts & Balances		\$589,551.00	\$560,095.00	\$29,456.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$331,041.00	\$325,041.00	\$6,000.00
20	Personal Services Benefits	\$157,115.00	\$157,115.00	\$0.00
30	Operating Expense	\$1,300.00	\$1,300.00	\$0.00
40	Travel & Per Diem	\$12,415.00	\$500.00	\$11,915.00
41	Communication Serv	\$3,200.00	\$3,200.00	\$0.00
42	Freight Services	\$1,000.00	\$700.00	\$300.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$500.00	\$500.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$8,850.00	\$8,500.00	\$350.00
47	Printing and Binding	\$950.00	\$650.00	\$300.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$500.00	\$500.00	\$0.00
51	Office Supplies	\$2,000.00	\$2,000.00	\$0.00
52.1	Gasoline/Oil/Lube	\$28,702.00	\$28,702.00	\$0.00
52.2	Chemicals	\$35,623.00	\$26,532.00	\$9,091.00
52.3	Protective Clothing	\$770.00	\$770.00	\$0.00
52.4	Misc. Supplies	\$1,600.00	\$1,600.00	\$0.00
52.5	Tools & Implements	\$335.00	\$335.00	\$0.00
54	Publications & Dues	\$1,300.00	\$650.00	\$650.00
55	Training	\$2,350.00	\$1,500.00	\$850.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$589,551.00	\$560,095.00	\$29,456.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$589,551.00	\$560,095.00	\$29,456.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this 5 Day of September 20 13

SIGNED: _____

Gene M. Valentino, Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control

SIGNED: _____

Bureau of Entomology and Pest Control

FDACS-13617 Rev. 9/03

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4814

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

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 \$1,422,352.10 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 third quarter of Fiscal Year 2012-2013 for 2,816 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

BDWO Q3 FY2013

RESOLUTION R2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling \$1,422,352.10 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A – Q3 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, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida, as follows:

1. The recitals above are true and correct, and adopted herein.
2. 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.
3. This Resolution shall be effective upon adoption.

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

(SEAL)

This document approved as to form and legal sufficiency

By 

Title County Attorney

Date 8/15/13

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2007-11-14	32128	\$75.57
2009-01-07	585	\$83.29
2009-06-07	15215	\$72.00
2009-09-19	25584	\$85.00
2009-10-12	27928	\$845.00
2009-12-26	34670	\$575.00
2010-02-16	4242	\$93.29
2010-03-06	6022	\$79.36
2010-03-18	7104	\$75.23
2010-04-06	8953	\$86.42
2010-04-13	9632	\$605.00
2010-04-20	10310	\$85.05
2010-04-20	10301	\$73.86
2010-04-23	10665	\$150.00
2010-04-23	10667	\$203.88
2010-05-04	11699	\$85.05
2010-05-13	12526	\$20.90
2010-05-15	12589	\$150.00
2010-05-29	14272	\$605.00
2010-06-02	14597	\$46.93
2010-06-26	16862	\$104.10
2010-07-01	17333	\$86.42
2010-07-23	19526	\$535.00
2010-08-13	21695	\$119.00
2010-09-08	26902	\$218.60
2010-09-10	24413	\$209.05
2011-01-06	535	\$445.96
2011-01-09	781	\$88.05
2011-01-15	1343	\$625.00
2011-02-11	3905	\$50.50
2011-02-19	4741	\$12.17
2011-03-09	6435	\$705.00
2011-03-27	8255	\$100.00
2011-05-07	12374	\$281.32
2011-05-18	13427	\$39.48
2011-05-29	14507	\$89.29
2011-06-11	15786	\$535.00
2011-06-15	16201	\$625.00
2011-06-19	16647	\$545.00
2011-07-02	18014	\$89.42
2011-08-18	22916	\$545.00
2011-09-19	26058	\$655.00
2011-10-01	27173	\$645.00
2011-10-05	27558	\$20.58
2011-10-06	27696	\$383.79
2011-10-11	28134	\$705.00
2011-10-25	29442	\$950.00
2011-11-11	31133	\$585.00
2011-11-15	31488	\$525.00
2011-11-20	31885	\$955.00
2011-11-24	32277	\$175.00
2011-12-02	33081	\$150.00
2011-12-09	33697	\$86.95
2011-12-20	34756	\$745.00
2012-01-03	221	\$437.00
2012-01-09	829	\$795.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-01-09	732	\$50.00
2012-01-10	912	\$869.00
2012-01-18	1669	\$82.39
2012-01-19	1660	\$150.00
2012-01-21	1875	\$753.00
2012-01-29	2751	\$14.57
2012-02-07	3632	\$72.09
2012-02-23	5193	\$125.00
2012-03-03	6162	\$807.00
2012-03-04	6206	\$797.00
2012-03-09	6866	\$549.20
2012-03-13	7205	\$123.15
2012-03-17	7605	\$621.00
2012-03-21	8021	\$855.00
2012-03-23	8277	\$118.20
2012-03-26	8589	\$745.00
2012-03-28	8847	\$81.97
2012-03-31	9082	\$84.18
2012-03-31	9102	\$833.00
2012-04-01	9186	\$88.30
2012-04-01	9163	\$585.00
2012-04-02	9314	\$119.40
2012-04-02	9235	\$70.96
2012-04-02	9355	\$77.57
2012-04-04	9431	\$905.00
2012-04-04	9496	\$681.00
2012-04-06	9689	\$809.00
2012-04-06	9685	\$869.00
2012-04-07	9762	\$683.00
2012-04-07	9831	\$831.00
2012-04-08	9920	\$745.64
2012-04-11	10233	\$85.49
2012-04-11	10232	\$92.80
2012-04-11	10234	\$93.50
2012-04-11	10201	\$50.00
2012-04-12	10320	\$73.07
2012-04-12	10304	\$549.00
2012-04-12	10298	\$537.00
2012-04-12	10282	\$91.39
2012-04-14	10487	\$600.00
2012-04-18	10864	\$71.24
2012-04-20	11094	\$94.35
2012-04-20	11137	\$91.96
2012-04-20	11108	\$86.33
2012-04-20	11075	\$86.19
2012-04-20	11159	\$92.10
2012-04-20	11114	\$69.84
2012-04-21	11194	\$95.19
2012-04-21	11220	\$178.20
2012-04-21	11175	\$92.52
2012-04-22	11276	\$86.80
2012-04-24	11531	\$138.60
2012-04-25	11597	\$50.00
2012-04-25	11622	\$93.50
2012-04-26	11761	\$82.35
2012-04-27	11862	\$621.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-04-29	12052	\$86.05
2012-04-29	12110	\$480.08
2012-04-30	12140	\$108.60
2012-04-30	12194	\$637.00
2012-05-03	12546	\$673.00
2012-05-03	12460	\$480.56
2012-05-04	12585	\$20.00
2012-05-05	12726	\$122.00
2012-05-06	12758	\$771.00
2012-05-07	14547	\$599.68
2012-05-08	13093	\$187.80
2012-05-08	13017	\$123.38
2012-05-08	13069	\$1,277.00
2012-05-09	13122	\$857.00
2012-05-11	13350	\$55.69
2012-05-11	13391	\$597.00
2012-05-12	13488	\$597.00
2012-05-12	13450	\$540.42
2012-05-12	13437	\$1,157.00
2012-05-13	13590	\$545.07
2012-05-13	13542	\$561.00
2012-05-13	13518	\$747.00
2012-05-13	13537	\$537.00
2012-05-14	13670	\$125.00
2012-05-14	13742	\$224.41
2012-05-15	13783	\$523.00
2012-05-15	13751	\$280.00
2012-05-16	13844	\$669.00
2012-05-16	13833	\$280.00
2012-05-17	13969	\$115.29
2012-05-17	14001	\$132.73
2012-05-17	13993	\$150.00
2012-05-17	13950	\$95.89
2012-05-18	14117	\$173.38
2012-05-18	14153	\$150.00
2012-05-18	14103	\$126.60
2012-05-19	14138	\$150.00
2012-05-20	14296	\$363.14
2012-05-20	14272	\$150.00
2012-05-20	14327	\$150.00
2012-05-20	14283	\$759.00
2012-05-21	14442	\$223.88
2012-05-21	14408	\$845.00
2012-05-21	14402	\$843.00
2012-05-22	14459	\$549.00
2012-05-22	14519	\$348.75
2012-05-23	14518	\$549.00
2012-05-23	14505	\$100.00
2012-05-23	14628	\$807.00
2012-05-25	14760	\$11.70
2012-05-25	14719	\$150.00
2012-05-25	14838	\$821.00
2012-05-26	14890	\$874.00
2012-05-26	14918	\$697.00
2012-05-26	14908	\$85.07
2012-05-26	14871	\$100.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-05-27	15038	\$150.00
2012-05-27	14992	\$82.25
2012-05-27	14944	\$585.00
2012-05-27	14940	\$100.84
2012-05-28	15057	\$378.37
2012-05-28	15053	\$86.71
2012-05-28	15041	\$783.00
2012-05-28	15106	\$130.34
2012-05-28	15107	\$87.03
2012-05-29	15192	\$57.96
2012-05-30	15340	\$549.00
2012-05-30	15244	\$645.00
2012-05-31	15415	\$771.00
2012-06-01	15476	\$150.00
2012-06-02	15568	\$85.00
2012-06-02	15563	\$280.00
2012-06-03	15675	\$150.00
2012-06-03	15722	\$30.00
2012-06-03	15731	\$833.00
2012-06-03	15652	\$771.00
2012-06-03	15764	\$366.80
2012-06-03	15747	\$621.00
2012-06-04	15780	\$487.00
2012-06-04	15789	\$256.63
2012-06-05	15916	\$633.00
2012-06-05	15874	\$673.00
2012-06-05	15949	\$855.00
2012-06-05	15882	\$50.67
2012-06-06	15995	\$573.00
2012-06-06	15986	\$150.00
2012-06-06	16039	\$117.00
2012-06-06	16040	\$637.00
2012-06-07	16025	\$150.00
2012-06-07	16032	\$361.74
2012-06-08	16164	\$637.00
2012-06-08	16216	\$523.00
2012-06-09	16239	\$150.00
2012-06-10	16413	\$150.00
2012-06-10	16397	\$843.00
2012-06-11	16489	\$280.00
2012-06-11	16441	\$150.00
2012-06-12	16571	\$125.00
2012-06-12	16657	\$150.00
2012-06-12	16643	\$573.00
2012-06-12	16670	\$831.00
2012-06-12	16615	\$150.00
2012-06-12	16616	\$747.00
2012-06-13	16691	\$819.00
2012-06-13	16743	\$585.00
2012-06-13	16646	\$50.00
2012-06-13	16685	\$733.00
2012-06-14	16835	\$537.00
2012-06-14	16829	\$881.00
2012-06-14	16881	\$747.00
2012-06-15	16917	\$793.00
2012-06-15	16978	\$585.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-06-15	16959	\$709.00
2012-06-15	16968	\$537.00
2012-06-15	16989	\$135.00
2012-06-16	17100	\$771.00
2012-06-17	17151	\$150.00
2012-06-17	17129	\$857.00
2012-06-17	17124	\$537.00
2012-06-18	17233	\$76.02
2012-06-18	17202	\$150.00
2012-06-19	17314	\$591.00
2012-06-19	17310	\$20.00
2012-06-19	17371	\$145.35
2012-06-19	17321	\$109.80
2012-06-20	17446	\$125.00
2012-06-20	17435	\$783.00
2012-06-21	17572	\$757.00
2012-06-21	17530	\$807.00
2012-06-21	17491	\$20.00
2012-06-22	17661	\$693.00
2012-06-22	17666	\$549.00
2012-06-22	17623	\$193.63
2012-06-23	17817	\$144.35
2012-06-23	17819	\$633.00
2012-06-23	17764	\$669.00
2012-06-24	17827	\$809.00
2012-06-24	17880	\$85.00
2012-06-24	17874	\$585.00
2012-06-24	17898	\$819.00
2012-06-24	17850	\$119.17
2012-06-24	17865	\$183.45
2012-06-25	17994	\$915.00
2012-06-25	17943	\$929.00
2012-06-26	18071	\$150.00
2012-06-26	18095	\$821.00
2012-06-26	18102	\$597.00
2012-06-26	18132	\$821.00
2012-06-27	18184	\$785.94
2012-06-27	20859	\$93.22
2012-06-27	18219	\$145.34
2012-06-28	18324	\$100.00
2012-06-28	18296	\$94.77
2012-06-28	18312	\$472.80
2012-06-28	18297	\$831.00
2012-06-28	18305	\$91.11
2012-06-28	18308	\$200.00
2012-06-29	18431	\$82.39
2012-06-29	18417	\$54.85
2012-06-29	18376	\$150.00
2012-06-29	18440	\$368.43
2012-06-29	18465	\$669.00
2012-06-29	18429	\$90.41
2012-06-29	18408	\$88.72
2012-06-30	18510	\$833.00
2012-06-30	18583	\$345.69
2012-06-30	18548	\$751.57
2012-07-01	18607	\$428.37

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-07-01	18634	\$154.20
2012-07-01	18596	\$150.00
2012-07-02	18669	\$150.00
2012-07-02	18692	\$917.00
2012-07-02	18740	\$135.00
2012-07-02	18743	\$177.00
2012-07-02	18757	\$759.00
2012-07-02	18708	\$117.00
2012-07-02	18754	\$920.89
2012-07-02	18744	\$881.00
2012-07-03	18814	\$150.00
2012-07-03	18854	\$93.22
2012-07-03	18836	\$573.00
2012-07-03	18825	\$941.00
2012-07-03	18802	\$915.00
2012-07-04	18885	\$86.61
2012-07-04	18919	\$821.00
2012-07-04	18988	\$797.00
2012-07-04	18872	\$125.40
2012-07-05	19065	\$783.00
2012-07-05	19032	\$404.70
2012-07-05	19078	\$127.80
2012-07-05	18959	\$561.00
2012-07-05	18960	\$561.00
2012-07-05	19079	\$747.00
2012-07-05	19011	\$124.20
2012-07-06	19150	\$100.00
2012-07-06	19100	\$96.17
2012-07-06	19093	\$499.00
2012-07-06	19225	\$869.00
2012-07-06	19183	\$99.97
2012-07-06	19143	\$747.00
2012-07-06	19151	\$857.00
2012-07-07	19244	\$733.00
2012-07-07	19338	\$126.60
2012-07-07	19278	\$15.00
2012-07-08	19369	\$95.75
2012-07-08	19376	\$807.00
2012-07-08	19366	\$681.00
2012-07-08	19407	\$84.79
2012-07-09	19399	\$78.98
2012-07-09	19464	\$88.02
2012-07-09	19388	\$150.00
2012-07-09	19423	\$74.19
2012-07-09	19496	\$1,054.00
2012-07-09	19469	\$549.00
2012-07-09	19427	\$124.20
2012-07-10	19606	\$150.00
2012-07-10	19513	\$104.47
2012-07-10	19576	\$561.00
2012-07-10	19487	\$693.00
2012-07-10	19520	\$150.00
2012-07-10	19588	\$561.00
2012-07-10	19554	\$120.44
2012-07-11	19686	\$100.00
2012-07-11	19650	\$388.61

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-07-11	19732	\$573.00
2012-07-11	19654	\$609.00
2012-07-11	19717	\$537.00
2012-07-11	19630	\$137.55
2012-07-11	19651	\$649.00
2012-07-11	19669	\$633.00
2012-07-11	19653	\$77.72
2012-07-11	19644	\$905.00
2012-07-11	19683	\$843.00
2012-07-11	19684	\$123.00
2012-07-12	19710	\$60.00
2012-07-13	19884	\$20.00
2012-07-13	19870	\$92.94
2012-07-13	19927	\$819.00
2012-07-13	19859	\$647.00
2012-07-13	19794	\$150.00
2012-07-13	19918	\$627.00
2012-07-14	19983	\$1,397.00
2012-07-14	19978	\$745.00
2012-07-14	19922	\$75.74
2012-07-14	19955	\$819.00
2012-07-14	20009	\$83.24
2012-07-15	20036	\$593.00
2012-07-15	20097	\$549.00
2012-07-15	20053	\$126.60
2012-07-15	20095	\$80.66
2012-07-15	20089	\$131.40
2012-07-15	20006	\$75.60
2012-07-15	20131	\$100.00
2012-07-15	20084	\$855.00
2012-07-15	20093	\$585.00
2012-07-16	20238	\$645.00
2012-07-16	20189	\$80.10
2012-07-16	20154	\$9.31
2012-07-16	20247	\$982.00
2012-07-16	20149	\$86.75
2012-07-16	20178	\$637.00
2012-07-16	20190	\$573.00
2012-07-16	20146	\$513.79
2012-07-16	20221	\$881.00
2012-07-16	20239	\$645.00
2012-07-17	20318	\$124.20
2012-07-17	20265	\$831.00
2012-07-18	20366	\$87.18
2012-07-18	20409	\$92.10
2012-07-18	20359	\$87.74
2012-07-18	20375	\$87.46
2012-07-19	20474	\$150.00
2012-07-19	20454	\$150.00
2012-07-20	20539	\$833.00
2012-07-20	20641	\$745.00
2012-07-20	20551	\$125.00
2012-07-20	20612	\$127.80
2012-07-20	20653	\$549.00
2012-07-20	20572	\$124.20
2012-07-20	20598	\$549.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-07-20	20563	\$150.00
2012-07-20	20533	\$609.00
2012-07-20	20584	\$263.46
2012-07-21	20732	\$999.00
2012-07-21	20693	\$150.00
2012-07-21	20723	\$100.00
2012-07-21	20689	\$597.00
2012-07-21	20683	\$81.22
2012-07-21	20663	\$657.00
2012-07-21	20726	\$807.00
2012-07-21	20647	\$869.00
2012-07-22	20748	\$770.11
2012-07-22	20755	\$857.00
2012-07-22	20786	\$69.27
2012-07-22	20722	\$88.86
2012-07-22	20794	\$124.20
2012-07-22	20758	\$893.00
2012-07-22	20771	\$121.80
2012-07-22	20782	\$561.00
2012-07-22	20820	\$123.00
2012-07-22	20784	\$86.89
2012-07-22	20768	\$573.00
2012-07-23	20931	\$112.20
2012-07-23	20953	\$535.00
2012-07-23	20897	\$100.00
2012-07-23	20923	\$150.00
2012-07-23	20939	\$809.00
2012-07-23	20883	\$511.00
2012-07-23	20840	\$150.00
2012-07-23	20833	\$645.00
2012-07-23	20972	\$657.00
2012-07-23	20882	\$150.00
2012-07-23	20922	\$83.24
2012-07-23	20941	\$657.00
2012-07-23	20893	\$517.32
2012-07-24	21056	\$771.00
2012-07-24	21077	\$20.00
2012-07-24	21074	\$821.00
2012-07-24	21070	\$609.00
2012-07-24	21033	\$100.00
2012-07-24	21067	\$795.00
2012-07-24	20956	\$965.00
2012-07-24	20967	\$150.00
2012-07-25	21105	\$669.00
2012-07-25	21073	\$597.00
2012-07-25	21111	\$280.00
2012-07-25	21097	\$200.00
2012-07-25	21093	\$104.89
2012-07-25	21110	\$845.00
2012-07-25	21085	\$733.00
2012-07-25	21154	\$833.00
2012-07-26	21261	\$561.00
2012-07-26	21179	\$269.85
2012-07-26	21305	\$150.00
2012-07-27	21397	\$138.60
2012-07-27	21387	\$723.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-07-27	21357	\$280.00
2012-07-27	21375	\$100.00
2012-07-27	21384	\$166.60
2012-07-27	21385	\$795.00
2012-07-27	21349	\$150.00
2012-07-28	21426	\$200.00
2012-07-28	21503	\$717.00
2012-07-28	21423	\$280.00
2012-07-28	21446	\$585.00
2012-07-28	21373	\$905.00
2012-07-28	21411	\$48.25
2012-07-28	21452	\$881.00
2012-07-28	21460	\$100.00
2012-07-28	21466	\$917.00
2012-07-29	21518	\$637.00
2012-07-29	21556	\$75.00
2012-07-29	21604	\$353.00
2012-07-29	21558	\$759.00
2012-07-29	21587	\$100.00
2012-07-29	21549	\$453.34
2012-07-29	21593	\$821.00
2012-07-29	21592	\$857.00
2012-07-29	21560	\$549.00
2012-07-30	21616	\$797.00
2012-07-30	21647	\$721.00
2012-07-30	21569	\$537.00
2012-07-30	21636	\$283.51
2012-07-31	21727	\$83.10
2012-07-31	21741	\$731.00
2012-07-31	21781	\$703.71
2012-07-31	21788	\$139.40
2012-07-31	21735	\$86.75
2012-07-31	21722	\$549.00
2012-07-31	21664	\$464.68
2012-08-01	21976	\$100.00
2012-08-01	21789	\$1,025.00
2012-08-01	21802	\$797.00
2012-08-01	21783	\$1,013.00
2012-08-01	21835	\$106.10
2012-08-01	21825	\$308.30
2012-08-01	21858	\$771.00
2012-08-01	21880	\$100.00
2012-08-01	21845	\$202.60
2012-08-02	21994	\$129.00
2012-08-02	21966	\$759.00
2012-08-02	21978	\$100.00
2012-08-02	21982	\$842.00
2012-08-02	21959	\$150.00
2012-08-02	21943	\$561.00
2012-08-02	21954	\$150.00
2012-08-02	21956	\$150.00
2012-08-02	21987	\$280.00
2012-08-02	21938	\$272.65
2012-08-03	22093	\$869.00
2012-08-03	22046	\$953.00
2012-08-03	22052	\$506.20

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-03	22036	\$214.40
2012-08-03	22065	\$833.00
2012-08-03	22008	\$100.00
2012-08-03	22086	\$105.10
2012-08-04	22133	\$360.45
2012-08-04	22151	\$857.00
2012-08-04	22197	\$10.46
2012-08-04	22171	\$247.74
2012-08-04	22150	\$76.87
2012-08-05	22248	\$150.00
2012-08-05	22306	\$209.00
2012-08-05	22316	\$573.00
2012-08-05	22249	\$35.00
2012-08-05	23908	\$574.08
2012-08-05	22272	\$661.00
2012-08-05	22278	\$585.00
2012-08-06	22366	\$609.00
2012-08-06	22348	\$771.00
2012-08-06	22435	\$131.40
2012-08-06	22335	\$881.00
2012-08-06	22291	\$819.00
2012-08-06	22397	\$771.00
2012-08-06	22360	\$72.65
2012-08-06	22334	\$8.26
2012-08-06	22373	\$917.00
2012-08-06	22401	\$100.00
2012-08-06	22350	\$100.00
2012-08-07	22495	\$833.00
2012-08-07	22448	\$60.00
2012-08-07	22531	\$537.00
2012-08-07	22489	\$150.00
2012-08-07	22474	\$63.06
2012-08-07	22454	\$645.00
2012-08-07	22543	\$150.00
2012-08-07	22445	\$101.52
2012-08-07	22447	\$721.00
2012-08-08	22602	\$85.35
2012-08-08	22638	\$89.66
2012-08-08	22535	\$280.00
2012-08-08	22553	\$150.00
2012-08-08	22634	\$124.20
2012-08-08	22612	\$977.00
2012-08-08	22540	\$365.02
2012-08-08	22580	\$85.00
2012-08-08	22567	\$633.00
2012-08-08	22579	\$86.89
2012-08-08	22588	\$809.00
2012-08-08	22596	\$903.00
2012-08-08	22504	\$588.70
2012-08-08	22643	\$110.60
2012-08-08	22582	\$100.00
2012-08-09	22716	\$689.80
2012-08-09	22722	\$681.00
2012-08-09	22705	\$597.00
2012-08-09	22739	\$797.00
2012-08-09	22675	\$573.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-09	22619	\$234.30
2012-08-09	22755	\$200.00
2012-08-09	22685	\$635.00
2012-08-09	22688	\$621.00
2012-08-09	22686	\$657.00
2012-08-09	22730	\$879.00
2012-08-10	22771	\$280.00
2012-08-10	22832	\$917.00
2012-08-10	22759	\$597.00
2012-08-10	22836	\$83.24
2012-08-10	22845	\$131.40
2012-08-10	22820	\$75.88
2012-08-10	22837	\$81.97
2012-08-10	22804	\$100.00
2012-08-10	22807	\$136.20
2012-08-10	22777	\$982.00
2012-08-10	22887	\$280.00
2012-08-11	22992	\$74.76
2012-08-11	24554	\$597.00
2012-08-11	22956	\$92.94
2012-08-11	22926	\$90.41
2012-08-11	22963	\$573.00
2012-08-11	22942	\$681.00
2012-08-11	22954	\$857.00
2012-08-11	22941	\$89.80
2012-08-11	22947	\$561.00
2012-08-12	23089	\$747.00
2012-08-12	23082	\$177.25
2012-08-12	23039	\$1,085.00
2012-08-12	23007	\$111.45
2012-08-12	22988	\$809.00
2012-08-12	23053	\$573.00
2012-08-12	23010	\$150.00
2012-08-12	23057	\$85.00
2012-08-12	22996	\$537.00
2012-08-12	23047	\$150.00
2012-08-12	23088	\$597.00
2012-08-12	23103	\$184.23
2012-08-12	22976	\$953.00
2012-08-12	23033	\$35.00
2012-08-12	23023	\$597.00
2012-08-12	23041	\$817.00
2012-08-12	23030	\$110.00
2012-08-12	23046	\$561.00
2012-08-12	23008	\$69.12
2012-08-12	23036	\$69.41
2012-08-12	23002	\$645.00
2012-08-12	23085	\$597.00
2012-08-12	23059	\$83.52
2012-08-12	23079	\$759.00
2012-08-13	23168	\$100.00
2012-08-13	23150	\$821.00
2012-08-13	23156	\$857.00
2012-08-13	23107	\$150.00
2012-08-13	23130	\$975.00
2012-08-13	23061	\$797.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-13	23177	\$69.13
2012-08-13	23167	\$81.22
2012-08-13	23147	\$537.00
2012-08-13	23087	\$831.00
2012-08-13	23148	\$845.00
2012-08-13	23138	\$833.00
2012-08-13	23083	\$93.08
2012-08-13	23127	\$82.35
2012-08-13	23135	\$91.11
2012-08-13	23092	\$645.00
2012-08-13	23111	\$795.00
2012-08-13	23077	\$150.00
2012-08-13	23175	\$709.00
2012-08-13	23099	\$78.48
2012-08-13	23193	\$893.00
2012-08-13	23062	\$881.00
2012-08-13	23069	\$797.00
2012-08-13	23139	\$819.00
2012-08-13	23132	\$821.00
2012-08-13	23159	\$831.00
2012-08-13	23121	\$612.00
2012-08-14	23262	\$807.00
2012-08-14	23253	\$100.00
2012-08-14	23245	\$73.77
2012-08-14	23270	\$603.00
2012-08-14	23269	\$603.00
2012-08-14	23289	\$807.00
2012-08-14	23297	\$73.35
2012-08-14	23224	\$86.47
2012-08-14	23302	\$807.00
2012-08-14	23213	\$857.00
2012-08-14	23273	\$556.32
2012-08-14	23290	\$633.00
2012-08-14	23298	\$280.00
2012-08-14	23287	\$637.00
2012-08-14	23247	\$90.83
2012-08-14	23260	\$561.00
2012-08-14	23257	\$150.00
2012-08-14	23239	\$118.60
2012-08-14	23246	\$125.00
2012-08-14	23208	\$81.97
2012-08-14	23261	\$804.00
2012-08-14	23231	\$537.00
2012-08-14	23210	\$85.77
2012-08-14	23223	\$965.00
2012-08-14	23243	\$807.00
2012-08-14	23249	\$80.52
2012-08-14	23205	\$585.00
2012-08-14	23215	\$845.00
2012-08-15	23337	\$202.55
2012-08-15	23307	\$89.28
2012-08-15	23279	\$537.00
2012-08-15	23380	\$757.00
2012-08-15	23331	\$150.00
2012-08-15	23326	\$759.00
2012-08-15	23353	\$771.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-15	23352	\$559.00
2012-08-15	23315	\$71.38
2012-08-15	23291	\$621.00
2012-08-15	23346	\$549.00
2012-08-15	23299	\$200.00
2012-08-15	23395	\$797.00
2012-08-15	23301	\$831.00
2012-08-15	23324	\$881.00
2012-08-15	23305	\$609.00
2012-08-15	23394	\$831.00
2012-08-15	23379	\$585.00
2012-08-15	23400	\$621.00
2012-08-15	23357	\$977.00
2012-08-15	23306	\$705.00
2012-08-15	23397	\$295.89
2012-08-15	23296	\$70.12
2012-08-15	23368	\$881.00
2012-08-15	23425	\$145.80
2012-08-15	23334	\$597.00
2012-08-15	24994	\$20.00
2012-08-16	23506	\$721.00
2012-08-16	23485	\$537.00
2012-08-16	23413	\$94.77
2012-08-16	23460	\$561.00
2012-08-16	23429	\$809.00
2012-08-16	23364	\$917.00
2012-08-16	23470	\$819.00
2012-08-16	23499	\$39.28
2012-08-16	23410	\$16.53
2012-08-16	23431	\$348.55
2012-08-16	23430	\$573.00
2012-08-16	23471	\$843.00
2012-08-16	23398	\$609.00
2012-08-16	23421	\$121.42
2012-08-16	23369	\$785.00
2012-08-16	23434	\$150.00
2012-08-16	23450	\$89.99
2012-08-16	23469	\$759.00
2012-08-16	23438	\$280.00
2012-08-16	23376	\$621.00
2012-08-16	23441	\$781.00
2012-08-17	23550	\$119.40
2012-08-17	23541	\$649.00
2012-08-17	23538	\$783.00
2012-08-17	23551	\$20.00
2012-08-17	23527	\$941.00
2012-08-17	23558	\$549.00
2012-08-17	23553	\$90.27
2012-08-17	23616	\$597.00
2012-08-17	23480	\$585.00
2012-08-17	23526	\$597.00
2012-08-17	23520	\$150.00
2012-08-17	23568	\$866.20
2012-08-17	23566	\$869.00
2012-08-17	23588	\$747.00
2012-08-17	23564	\$807.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-17	23573	\$87.74
2012-08-17	23570	\$747.00
2012-08-17	23511	\$771.00
2012-08-17	23533	\$881.00
2012-08-17	23592	\$693.00
2012-08-17	23539	\$819.00
2012-08-17	23487	\$621.00
2012-08-17	23603	\$609.00
2012-08-17	23540	\$857.00
2012-08-17	23610	\$867.00
2012-08-17	23583	\$819.00
2012-08-17	23561	\$86.19
2012-08-17	23579	\$599.00
2012-08-17	23494	\$903.00
2012-08-17	23493	\$50.36
2012-08-17	23543	\$845.00
2012-08-17	23489	\$585.00
2012-08-17	23578	\$941.00
2012-08-18	23651	\$745.00
2012-08-18	23620	\$388.61
2012-08-18	23635	\$86.61
2012-08-18	23649	\$785.58
2012-08-18	23638	\$74.76
2012-08-18	23697	\$200.00
2012-08-18	23674	\$819.00
2012-08-18	23639	\$771.00
2012-08-18	23658	\$857.00
2012-08-18	23600	\$741.00
2012-08-18	23640	\$669.00
2012-08-18	23701	\$117.00
2012-08-18	23663	\$609.00
2012-08-18	23613	\$819.00
2012-08-18	23621	\$573.00
2012-08-18	23654	\$86.33
2012-08-18	23656	\$91.53
2012-08-18	23655	\$373.60
2012-08-18	23629	\$69.98
2012-08-19	23756	\$100.81
2012-08-19	23780	\$905.00
2012-08-19	23706	\$72.23
2012-08-19	23764	\$879.00
2012-08-19	23747	\$87.46
2012-08-19	23717	\$167.40
2012-08-19	23740	\$915.00
2012-08-19	23682	\$200.00
2012-08-19	23852	\$200.00
2012-08-19	23686	\$681.00
2012-08-19	23849	\$523.00
2012-08-19	23791	\$280.00
2012-08-19	23709	\$609.00
2012-08-19	23776	\$549.00
2012-08-19	23785	\$645.00
2012-08-19	23753	\$829.00
2012-08-20	23854	\$226.81
2012-08-20	23889	\$597.00
2012-08-20	23870	\$585.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-20	23838	\$843.00
2012-08-20	23821	\$881.00
2012-08-20	23840	\$843.00
2012-08-20	23826	\$821.00
2012-08-20	23862	\$318.29
2012-08-20	23830	\$91.82
2012-08-20	23891	\$657.00
2012-08-20	23819	\$795.00
2012-08-20	23809	\$393.28
2012-08-20	23872	\$100.00
2012-08-20	23855	\$96.60
2012-08-20	23863	\$857.00
2012-08-20	23817	\$200.00
2012-08-20	23811	\$809.00
2012-08-20	23818	\$733.00
2012-08-20	23835	\$929.00
2012-08-20	23880	\$398.55
2012-08-20	23788	\$561.00
2012-08-20	23781	\$807.00
2012-08-20	23834	\$597.00
2012-08-21	23958	\$747.00
2012-08-21	24016	\$797.00
2012-08-21	24004	\$200.00
2012-08-21	23924	\$358.60
2012-08-21	23938	\$929.00
2012-08-21	23893	\$709.00
2012-08-21	23954	\$793.00
2012-08-21	23972	\$697.00
2012-08-21	23917	\$783.00
2012-08-21	23942	\$100.00
2012-08-21	23977	\$100.00
2012-08-21	23883	\$537.00
2012-08-21	23961	\$637.00
2012-08-21	24018	\$1,085.00
2012-08-21	23966	\$280.00
2012-08-21	23949	\$91.25
2012-08-21	23884	\$843.00
2012-08-21	23953	\$398.55
2012-08-21	23997	\$819.00
2012-08-21	24525	\$150.00
2012-08-21	23887	\$821.00
2012-08-21	23918	\$86.89
2012-08-21	23933	\$85.00
2012-08-21	23990	\$1,476.00
2012-08-21	23922	\$745.00
2012-08-21	23960	\$577.03
2012-08-21	23999	\$759.00
2012-08-21	23921	\$391.82
2012-08-21	23968	\$57.38
2012-08-21	24010	\$843.00
2012-08-21	23945	\$100.00
2012-08-22	24059	\$20.00
2012-08-22	24060	\$845.00
2012-08-22	23989	\$92.24
2012-08-22	24013	\$549.00
2012-08-22	24011	\$68.10

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-22	24106	\$793.00
2012-08-22	24072	\$280.00
2012-08-22	24034	\$807.00
2012-08-22	24074	\$298.55
2012-08-22	24012	\$1,149.00
2012-08-22	24065	\$82.25
2012-08-22	24058	\$86.61
2012-08-22	24112	\$961.00
2012-08-22	24056	\$85.00
2012-08-22	24050	\$93.22
2012-08-22	24029	\$150.00
2012-08-22	24025	\$150.00
2012-08-22	24068	\$862.00
2012-08-22	24111	\$845.00
2012-08-22	24070	\$807.00
2012-08-22	24084	\$855.00
2012-08-22	24001	\$125.00
2012-08-22	23994	\$537.00
2012-08-23	24140	\$881.00
2012-08-23	24082	\$585.00
2012-08-23	24124	\$79.40
2012-08-23	24105	\$254.20
2012-08-23	24131	\$685.00
2012-08-23	24158	\$821.00
2012-08-23	24128	\$549.00
2012-08-23	24202	\$857.00
2012-08-23	24154	\$879.00
2012-08-23	24173	\$45.44
2012-08-23	24156	\$126.60
2012-08-23	24192	\$977.00
2012-08-23	24208	\$757.00
2012-08-23	24174	\$289.29
2012-08-23	24146	\$100.25
2012-08-23	24180	\$697.00
2012-08-23	24163	\$597.00
2012-08-23	24113	\$795.00
2012-08-23	24151	\$757.00
2012-08-23	24165	\$645.00
2012-08-23	24118	\$637.00
2012-08-23	24141	\$150.00
2012-08-23	24143	\$549.00
2012-08-24	26134	\$129.00
2012-08-24	24260	\$807.00
2012-08-24	24250	\$857.00
2012-08-24	24645	\$745.00
2012-08-24	24264	\$585.00
2012-08-24	24200	\$94.91
2012-08-24	24240	\$150.00
2012-08-24	24310	\$141.00
2012-08-24	24269	\$657.00
2012-08-24	24248	\$561.00
2012-08-24	24276	\$841.00
2012-08-24	24313	\$573.00
2012-08-24	24252	\$845.00
2012-08-24	24266	\$76.02
2012-08-24	24307	\$869.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-24	24302	\$905.00
2012-08-24	24274	\$86.75
2012-08-24	24286	\$110.00
2012-08-24	24187	\$537.00
2012-08-24	24332	\$905.00
2012-08-24	24337	\$905.00
2012-08-24	24335	\$611.00
2012-08-24	24301	\$93.64
2012-08-24	24336	\$905.00
2012-08-24	24339	\$743.66
2012-08-24	24227	\$60.00
2012-08-24	24265	\$645.00
2012-08-24	24267	\$321.40
2012-08-25	24385	\$573.00
2012-08-25	24415	\$695.00
2012-08-25	24393	\$821.00
2012-08-25	24369	\$886.00
2012-08-25	24375	\$1,013.00
2012-08-25	24405	\$561.00
2012-08-25	24350	\$537.00
2012-08-25	24356	\$150.00
2012-08-25	24399	\$105.45
2012-08-25	24410	\$711.00
2012-08-25	24438	\$845.00
2012-08-25	24448	\$494.07
2012-08-25	24325	\$56.67
2012-08-25	24433	\$116.60
2012-08-25	24447	\$819.00
2012-08-25	24394	\$537.00
2012-08-25	24360	\$869.00
2012-08-25	24430	\$64.69
2012-08-25	24386	\$100.00
2012-08-25	24431	\$759.00
2012-08-25	24391	\$573.00
2012-08-25	24370	\$141.80
2012-08-25	24422	\$280.00
2012-08-25	24384	\$657.00
2012-08-25	24382	\$831.00
2012-08-26	24428	\$93.22
2012-08-26	24484	\$857.00
2012-08-26	24521	\$561.00
2012-08-26	24518	\$633.00
2012-08-26	24488	\$190.00
2012-08-26	24498	\$150.00
2012-08-26	24520	\$939.00
2012-08-26	24468	\$280.00
2012-08-26	24523	\$821.00
2012-08-26	24500	\$821.00
2012-08-26	24513	\$929.00
2012-08-26	24400	\$797.00
2012-08-26	24476	\$669.00
2012-08-26	24427	\$100.00
2012-08-26	24495	\$150.00
2012-08-26	24465	\$797.00
2012-08-26	24403	\$857.00
2012-08-26	24491	\$150.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-26	24442	\$573.00
2012-08-27	24590	\$737.00
2012-08-27	24636	\$717.00
2012-08-27	24658	\$150.00
2012-08-27	24652	\$585.00
2012-08-27	24533	\$573.00
2012-08-27	24602	\$626.66
2012-08-27	24670	\$807.00
2012-08-27	24557	\$771.00
2012-08-27	24614	\$645.00
2012-08-27	24529	\$70.68
2012-08-27	24596	\$17.13
2012-08-27	24615	\$831.00
2012-08-27	24616	\$93.92
2012-08-27	24651	\$89.57
2012-08-27	24666	\$597.00
2012-08-27	24606	\$71.52
2012-08-27	24578	\$210.70
2012-08-27	24582	\$90.41
2012-08-27	24548	\$743.44
2012-08-27	24561	\$621.00
2012-08-27	24574	\$621.00
2012-08-27	24621	\$87.18
2012-08-28	24721	\$150.00
2012-08-28	24707	\$881.00
2012-08-28	24673	\$140.12
2012-08-28	24656	\$150.00
2012-08-28	24730	\$537.00
2012-08-28	24751	\$100.00
2012-08-28	24760	\$809.00
2012-08-28	24655	\$795.00
2012-08-28	24639	\$72.51
2012-08-28	24764	\$953.00
2012-08-28	24684	\$200.00
2012-08-28	24718	\$561.00
2012-08-28	24702	\$280.00
2012-08-28	24685	\$103.10
2012-08-28	24701	\$807.00
2012-08-28	24712	\$537.00
2012-08-28	24697	\$881.00
2012-08-28	24750	\$75.00
2012-08-28	24690	\$769.00
2012-08-28	24689	\$869.00
2012-08-28	24732	\$621.00
2012-08-28	24716	\$932.00
2012-08-29	24863	\$150.00
2012-08-29	24779	\$585.00
2012-08-29	24823	\$819.00
2012-08-29	24837	\$893.00
2012-08-29	24831	\$81.51
2012-08-29	24876	\$537.00
2012-08-29	24754	\$86.47
2012-08-29	24753	\$72.65
2012-08-29	24795	\$869.00
2012-08-29	24810	\$633.00
2012-08-29	24875	\$783.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-29	24804	\$809.00
2012-08-29	24871	\$819.00
2012-08-29	24771	\$879.00
2012-08-29	24811	\$69.84
2012-08-29	24770	\$819.00
2012-08-29	24783	\$1,001.00
2012-08-29	24740	\$821.00
2012-08-29	24835	\$881.00
2012-08-29	24821	\$100.00
2012-08-29	24792	\$280.00
2012-08-29	24830	\$585.00
2012-08-29	24828	\$561.00
2012-08-29	24859	\$100.00
2012-08-29	24775	\$549.00
2012-08-29	24827	\$771.00
2012-08-29	24785	\$150.00
2012-08-29	24862	\$82.68
2012-08-29	24870	\$941.00
2012-08-29	24743	\$100.00
2012-08-29	24786	\$917.00
2012-08-29	24851	\$929.00
2012-08-29	24843	\$709.00
2012-08-30	24939	\$280.00
2012-08-30	24861	\$833.00
2012-08-30	24867	\$150.00
2012-08-30	24906	\$549.00
2012-08-30	24952	\$94.06
2012-08-30	24891	\$867.00
2012-08-30	24967	\$280.00
2012-08-30	24847	\$905.00
2012-08-30	24917	\$621.00
2012-08-30	24836	\$821.00
2012-08-30	24918	\$843.00
2012-08-30	24911	\$747.00
2012-08-30	24868	\$747.00
2012-08-30	24840	\$809.00
2012-08-30	24919	\$869.00
2012-08-30	24874	\$843.00
2012-08-30	24884	\$125.00
2012-08-30	24855	\$119.40
2012-08-30	24907	\$869.00
2012-08-30	24904	\$88.30
2012-08-30	24893	\$36.67
2012-08-30	24963	\$278.84
2012-08-30	24882	\$537.00
2012-08-30	24912	\$1,220.00
2012-08-30	24924	\$645.00
2012-08-30	24901	\$88.02
2012-08-30	24946	\$821.00
2012-08-30	24888	\$881.00
2012-08-31	25011	\$585.00
2012-08-31	25109	\$633.00
2012-08-31	25009	\$843.00
2012-08-31	25014	\$771.00
2012-08-31	25012	\$989.00
2012-08-31	25019	\$435.44

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-08-31	25048	\$609.00
2012-08-31	24984	\$573.00
2012-08-31	25101	\$759.00
2012-08-31	25088	\$757.00
2012-08-31	25043	\$621.00
2012-08-31	25095	\$845.00
2012-08-31	25004	\$73.21
2012-08-31	25056	\$615.00
2012-08-31	25055	\$585.00
2012-08-31	25108	\$150.00
2012-08-31	25037	\$649.00
2012-08-31	25000	\$573.00
2012-08-31	25015	\$70.54
2012-08-31	25041	\$549.00
2012-08-31	25039	\$833.00
2012-08-31	25025	\$561.00
2012-08-31	25064	\$609.00
2012-08-31	25072	\$93.78
2012-08-31	24970	\$905.00
2012-08-31	25013	\$280.00
2012-08-31	25030	\$100.00
2012-08-31	25053	\$537.00
2012-08-31	25084	\$150.00
2012-09-01	25093	\$905.00
2012-09-01	25143	\$783.00
2012-09-01	25138	\$821.00
2012-09-01	25119	\$97.58
2012-09-01	25139	\$747.00
2012-09-01	25161	\$685.00
2012-09-01	25134	\$989.00
2012-09-01	25141	\$150.00
2012-09-01	25200	\$125.00
2012-09-01	26946	\$1,035.00
2012-09-01	25228	\$153.80
2012-09-01	25196	\$621.00
2012-09-01	25223	\$706.51
2012-09-01	25121	\$783.00
2012-09-01	25147	\$795.00
2012-09-01	25175	\$1,049.00
2012-09-01	25165	\$661.00
2012-09-01	25168	\$150.00
2012-09-01	25163	\$549.00
2012-09-01	25207	\$609.00
2012-09-01	25156	\$90.55
2012-09-01	25186	\$759.00
2012-09-01	25067	\$537.00
2012-09-01	25157	\$759.00
2012-09-01	25114	\$771.00
2012-09-01	25074	\$633.00
2012-09-02	25210	\$561.00
2012-09-02	25271	\$153.68
2012-09-02	25321	\$75.18
2012-09-02	25252	\$549.00
2012-09-02	26861	\$85.63
2012-09-02	25227	\$93.22
2012-09-02	25184	\$874.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-02	25307	\$621.00
2012-09-02	25251	\$881.00
2012-09-02	25237	\$368.43
2012-09-02	25226	\$88.86
2012-09-02	25309	\$809.00
2012-09-02	25299	\$38.44
2012-09-02	25238	\$150.00
2012-09-02	25313	\$585.00
2012-09-02	25253	\$150.00
2012-09-02	25314	\$555.58
2012-09-02	25276	\$150.00
2012-09-02	25221	\$733.00
2012-09-02	25179	\$183.40
2012-09-02	25222	\$833.00
2012-09-02	25211	\$658.00
2012-09-02	25269	\$795.00
2012-09-02	25295	\$831.00
2012-09-02	25240	\$783.00
2012-09-02	25258	\$523.00
2012-09-02	25254	\$845.00
2012-09-02	25219	\$537.00
2012-09-02	25203	\$797.00
2012-09-02	25296	\$905.00
2012-09-02	25266	\$781.00
2012-09-03	25372	\$88.72
2012-09-03	25355	\$111.92
2012-09-03	25357	\$523.70
2012-09-03	25317	\$100.00
2012-09-03	25338	\$444.36
2012-09-03	25340	\$845.00
2012-09-03	25306	\$831.00
2012-09-03	25358	\$549.00
2012-09-03	25360	\$869.00
2012-09-03	25302	\$537.00
2012-09-03	25376	\$833.00
2012-09-03	25367	\$645.00
2012-09-03	25377	\$333.34
2012-09-03	25395	\$515.98
2012-09-03	25346	\$150.00
2012-09-03	25385	\$435.44
2012-09-03	25365	\$280.00
2012-09-03	25344	\$797.00
2012-09-03	25348	\$747.00
2012-09-03	25312	\$222.59
2012-09-04	25450	\$100.00
2012-09-04	25470	\$89.14
2012-09-04	25425	\$597.00
2012-09-04	25430	\$200.00
2012-09-04	25375	\$905.00
2012-09-04	25468	\$403.52
2012-09-04	25384	\$473.70
2012-09-04	25436	\$893.00
2012-09-04	25444	\$81.08
2012-09-04	25434	\$10.00
2012-09-04	25446	\$663.00
2012-09-04	25394	\$933.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-04	25387	\$150.00
2012-09-04	25423	\$1,025.00
2012-09-04	25418	\$78.98
2012-09-04	25427	\$10.00
2012-09-04	25449	\$621.00
2012-09-04	25422	\$771.00
2012-09-05	25484	\$857.00
2012-09-05	25528	\$721.00
2012-09-05	25475	\$789.00
2012-09-05	25499	\$759.00
2012-09-05	25506	\$697.00
2012-09-05	25561	\$809.00
2012-09-05	25485	\$785.00
2012-09-05	25545	\$100.00
2012-09-05	25523	\$85.07
2012-09-05	25554	\$821.00
2012-09-05	25539	\$85.16
2012-09-05	25483	\$88.72
2012-09-05	25572	\$946.00
2012-09-05	25467	\$280.00
2012-09-05	25588	\$573.00
2012-09-05	25574	\$119.50
2012-09-05	25513	\$845.00
2012-09-05	25594	\$872.00
2012-09-05	25571	\$767.00
2012-09-05	25530	\$199.67
2012-09-05	25504	\$153.00
2012-09-05	25527	\$5.78
2012-09-05	25541	\$435.44
2012-09-05	25553	\$855.00
2012-09-05	25556	\$797.00
2012-09-05	25492	\$549.00
2012-09-05	25552	\$126.60
2012-09-05	25573	\$82.11
2012-09-06	25609	\$793.00
2012-09-06	25638	\$150.00
2012-09-06	25654	\$857.00
2012-09-06	25705	\$843.00
2012-09-06	25703	\$741.00
2012-09-06	25613	\$20.00
2012-09-06	25660	\$833.00
2012-09-06	25614	\$320.19
2012-09-06	25628	\$821.00
2012-09-06	25605	\$43.61
2012-09-06	25704	\$783.00
2012-09-06	25582	\$166.20
2012-09-06	25655	\$597.00
2012-09-06	25678	\$809.00
2012-09-06	25602	\$821.00
2012-09-06	25616	\$891.00
2012-09-06	25620	\$747.00
2012-09-06	25668	\$621.00
2012-09-06	25636	\$171.00
2012-09-06	25635	\$709.00
2012-09-06	25625	\$645.00
2012-09-06	25619	\$833.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-06	25666	\$585.00
2012-09-06	25627	\$977.00
2012-09-06	25563	\$821.00
2012-09-06	25624	\$537.00
2012-09-06	25621	\$537.00
2012-09-06	25662	\$561.00
2012-09-06	25664	\$126.60
2012-09-06	25645	\$809.00
2012-09-07	25799	\$134.91
2012-09-07	25716	\$447.67
2012-09-07	25740	\$609.00
2012-09-07	25669	\$183.40
2012-09-07	25724	\$74.76
2012-09-07	25743	\$645.00
2012-09-07	25754	\$85.00
2012-09-07	25773	\$573.00
2012-09-07	25787	\$833.00
2012-09-07	25761	\$597.00
2012-09-07	25726	\$637.00
2012-09-07	25741	\$609.00
2012-09-07	25686	\$537.00
2012-09-07	25750	\$809.00
2012-09-07	25811	\$669.00
2012-09-07	25760	\$633.00
2012-09-07	25795	\$869.00
2012-09-07	25824	\$150.00
2012-09-07	25826	\$100.00
2012-09-07	25768	\$857.00
2012-09-08	25853	\$831.00
2012-09-08	25820	\$975.00
2012-09-08	25911	\$845.00
2012-09-08	25778	\$975.00
2012-09-08	25850	\$795.00
2012-09-08	25839	\$893.00
2012-09-08	25857	\$857.00
2012-09-08	25984	\$160.00
2012-09-08	25938	\$561.00
2012-09-08	25882	\$585.00
2012-09-08	25898	\$341.86
2012-09-08	25849	\$621.00
2012-09-08	25905	\$736.00
2012-09-08	25873	\$881.00
2012-09-08	25987	\$879.00
2012-09-08	25897	\$855.00
2012-09-08	25841	\$927.00
2012-09-08	25840	\$747.00
2012-09-08	25819	\$821.00
2012-09-08	25790	\$85.49
2012-09-08	25833	\$453.58
2012-09-08	25782	\$759.00
2012-09-08	25906	\$929.00
2012-09-08	25890	\$423.70
2012-09-08	25846	\$951.00
2012-09-08	25812	\$1,049.00
2012-09-08	25860	\$633.00
2012-09-08	25893	\$881.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-08	25809	\$807.00
2012-09-08	25910	\$537.00
2012-09-08	25908	\$771.00
2012-09-09	25940	\$869.00
2012-09-09	25955	\$831.00
2012-09-09	25929	\$100.81
2012-09-09	25934	\$833.00
2012-09-09	25939	\$178.20
2012-09-09	25896	\$178.20
2012-09-09	25925	\$511.00
2012-09-09	25999	\$755.00
2012-09-09	25993	\$783.00
2012-09-09	26024	\$388.61
2012-09-09	25914	\$893.00
2012-09-09	25977	\$100.00
2012-09-09	25919	\$819.00
2012-09-09	26377	\$20.00
2012-09-09	25895	\$709.00
2012-09-09	25950	\$661.00
2012-09-09	25975	\$91.53
2012-09-09	26023	\$797.00
2012-09-10	26081	\$85.00
2012-09-10	26111	\$855.00
2012-09-10	26090	\$783.00
2012-09-10	25989	\$697.00
2012-09-10	26089	\$621.00
2012-09-10	26068	\$89.14
2012-09-10	26065	\$441.40
2012-09-10	26086	\$72.51
2012-09-10	26074	\$90.27
2012-09-10	26060	\$398.61
2012-09-10	26116	\$69.84
2012-09-10	26122	\$280.00
2012-09-10	26046	\$769.00
2012-09-10	26088	\$855.00
2012-09-10	26110	\$855.00
2012-09-10	26127	\$657.00
2012-09-10	26087	\$845.00
2012-09-10	26055	\$623.00
2012-09-10	26059	\$697.00
2012-09-10	26063	\$633.00
2012-09-10	26105	\$704.11
2012-09-10	26118	\$857.00
2012-09-10	26093	\$807.00
2012-09-11	26096	\$95.89
2012-09-11	26200	\$795.00
2012-09-11	26169	\$797.00
2012-09-11	26155	\$697.00
2012-09-11	26215	\$597.00
2012-09-11	26179	\$661.00
2012-09-11	26174	\$867.00
2012-09-11	26204	\$797.00
2012-09-11	26209	\$819.00
2012-09-11	26234	\$869.00
2012-09-11	26195	\$869.00
2012-09-11	26160	\$795.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-11	26216	\$71.24
2012-09-11	26152	\$81.97
2012-09-11	26214	\$795.00
2012-09-11	26223	\$100.00
2012-09-11	26095	\$809.00
2012-09-11	26137	\$747.00
2012-09-11	26226	\$70.68
2012-09-11	26233	\$721.00
2012-09-11	26181	\$657.00
2012-09-11	26141	\$783.00
2012-09-11	26161	\$797.00
2012-09-11	26108	\$845.00
2012-09-11	26186	\$1,263.00
2012-09-11	26166	\$565.78
2012-09-11	26191	\$657.00
2012-09-11	26188	\$156.58
2012-09-12	26329	\$100.00
2012-09-12	26257	\$845.00
2012-09-12	26311	\$50.00
2012-09-12	26244	\$757.00
2012-09-12	26274	\$85.00
2012-09-12	26225	\$549.00
2012-09-12	26287	\$150.00
2012-09-12	26310	\$150.00
2012-09-12	26330	\$487.00
2012-09-12	26281	\$118.40
2012-09-12	26246	\$585.00
2012-09-12	26245	\$759.00
2012-09-12	26261	\$831.00
2012-09-12	26327	\$809.00
2012-09-12	26289	\$52.47
2012-09-13	26435	\$771.00
2012-09-13	26444	\$821.00
2012-09-13	26436	\$79.54
2012-09-13	26417	\$150.00
2012-09-13	26429	\$83.24
2012-09-13	26418	\$687.00
2012-09-13	26391	\$537.00
2012-09-13	26375	\$893.00
2012-09-13	26405	\$418.43
2012-09-13	26388	\$72.65
2012-09-13	26351	\$353.52
2012-09-13	26410	\$187.80
2012-09-13	26448	\$771.00
2012-09-13	26449	\$745.00
2012-09-13	26342	\$747.00
2012-09-13	26346	\$231.30
2012-09-13	26363	\$281.91
2012-09-13	26408	\$781.00
2012-09-13	26392	\$649.00
2012-09-13	26454	\$280.00
2012-09-13	26386	\$150.00
2012-09-13	26419	\$130.20
2012-09-13	26427	\$561.00
2012-09-14	26493	\$200.00
2012-09-14	26528	\$150.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-14	26466	\$621.00
2012-09-14	26476	\$771.00
2012-09-14	26521	\$621.00
2012-09-14	26555	\$268.93
2012-09-14	28266	\$150.00
2012-09-14	26561	\$91.11
2012-09-14	26469	\$561.00
2012-09-14	26549	\$126.60
2012-09-14	26468	\$797.00
2012-09-14	26492	\$88.72
2012-09-14	26502	\$609.00
2012-09-14	26486	\$597.00
2012-09-14	26473	\$757.00
2012-09-14	26465	\$654.54
2012-09-14	26519	\$759.00
2012-09-14	26437	\$388.61
2012-09-14	26491	\$745.00
2012-09-14	26538	\$669.00
2012-09-14	26523	\$621.00
2012-09-14	26441	\$783.00
2012-09-14	26500	\$669.00
2012-09-14	26472	\$857.00
2012-09-14	26478	\$633.00
2012-09-14	26547	\$649.00
2012-09-14	26524	\$753.00
2012-09-14	26488	\$88.72
2012-09-14	26475	\$711.00
2012-09-14	26480	\$745.00
2012-09-15	26543	\$917.00
2012-09-15	26607	\$759.00
2012-09-15	26584	\$795.00
2012-09-15	26655	\$833.00
2012-09-15	26720	\$833.00
2012-09-15	26637	\$833.00
2012-09-15	26612	\$537.00
2012-09-15	26715	\$85.00
2012-09-15	26529	\$308.64
2012-09-15	26611	\$91.53
2012-09-15	26614	\$857.00
2012-09-15	26586	\$20.00
2012-09-15	26631	\$150.00
2012-09-15	26630	\$43.00
2012-09-15	26587	\$710.18
2012-09-15	26718	\$549.00
2012-09-15	26714	\$809.00
2012-09-15	26559	\$881.00
2012-09-15	26580	\$585.00
2012-09-15	26609	\$929.00
2012-09-15	26551	\$633.00
2012-09-15	26616	\$150.00
2012-09-15	26589	\$609.00
2012-09-15	26717	\$43.51
2012-09-15	26588	\$759.00
2012-09-15	26600	\$126.60
2012-09-15	26531	\$214.25
2012-09-16	26738	\$747.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-16	26748	\$100.91
2012-09-16	26653	\$821.00
2012-09-16	26675	\$121.80
2012-09-16	26676	\$121.80
2012-09-16	26667	\$965.00
2012-09-16	26722	\$126.60
2012-09-16	26685	\$150.00
2012-09-16	26642	\$585.00
2012-09-16	26683	\$831.00
2012-09-16	26754	\$735.30
2012-09-16	26672	\$989.00
2012-09-16	26728	\$150.00
2012-09-16	26750	\$869.00
2012-09-16	26651	\$809.00
2012-09-16	26648	\$783.00
2012-09-16	26620	\$633.00
2012-09-16	26707	\$821.00
2012-09-16	26632	\$705.00
2012-09-16	26740	\$110.00
2012-09-16	26747	\$91.67
2012-09-16	26723	\$585.00
2012-09-16	26649	\$905.00
2012-09-16	26621	\$76.30
2012-09-16	26686	\$661.00
2012-09-17	26835	\$915.00
2012-09-17	26843	\$150.00
2012-09-17	26765	\$70.40
2012-09-17	26848	\$561.00
2012-09-17	26826	\$537.00
2012-09-17	26854	\$609.00
2012-09-17	26752	\$93.50
2012-09-17	26830	\$125.00
2012-09-17	26764	\$308.49
2012-09-17	26810	\$270.39
2012-09-17	26749	\$621.00
2012-09-17	26832	\$797.00
2012-09-17	26811	\$88.16
2012-09-17	26859	\$759.00
2012-09-17	26742	\$56.13
2012-09-17	26757	\$120.60
2012-09-17	26776	\$905.00
2012-09-17	26783	\$121.80
2012-09-17	26779	\$759.00
2012-09-17	26837	\$436.65
2012-09-17	26756	\$603.00
2012-09-17	26795	\$196.07
2012-09-17	26808	\$121.80
2012-09-18	26908	\$845.00
2012-09-18	26888	\$75.18
2012-09-18	26895	\$597.00
2012-09-18	26866	\$733.00
2012-09-18	26931	\$747.00
2012-09-18	26893	\$573.00
2012-09-18	26900	\$807.00
2012-09-18	26846	\$537.00
2012-09-18	26920	\$807.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-18	26929	\$585.00
2012-09-18	26901	\$77.01
2012-09-18	26878	\$833.00
2012-09-18	26904	\$573.00
2012-09-18	26945	\$585.00
2012-09-18	26897	\$917.00
2012-09-19	26954	\$771.00
2012-09-19	26977	\$821.00
2012-09-19	27007	\$831.00
2012-09-19	26995	\$537.00
2012-09-19	26991	\$917.00
2012-09-19	27003	\$821.00
2012-09-19	26950	\$783.00
2012-09-19	26981	\$100.00
2012-09-19	26996	\$733.00
2012-09-19	27000	\$881.00
2012-09-19	26941	\$108.05
2012-09-19	27031	\$112.20
2012-09-19	27001	\$125.00
2012-09-19	26975	\$150.00
2012-09-19	27016	\$573.00
2012-09-19	26970	\$302.15
2012-09-19	26928	\$771.00
2012-09-19	27017	\$623.00
2012-09-20	27095	\$100.00
2012-09-20	27084	\$857.00
2012-09-20	27033	\$881.00
2012-09-20	27055	\$1,049.00
2012-09-20	27066	\$100.00
2012-09-20	27128	\$176.20
2012-09-20	27070	\$398.30
2012-09-20	27137	\$961.00
2012-09-20	27078	\$759.00
2012-09-20	27081	\$125.00
2012-09-20	27097	\$150.00
2012-09-20	27136	\$843.00
2012-09-20	27053	\$94.49
2012-09-20	27074	\$280.00
2012-09-20	27052	\$56.39
2012-09-20	27108	\$697.00
2012-09-20	27068	\$745.00
2012-09-20	27064	\$711.28
2012-09-20	27082	\$585.00
2012-09-21	27157	\$661.00
2012-09-21	27151	\$697.00
2012-09-21	27160	\$759.00
2012-09-21	27150	\$809.00
2012-09-21	27250	\$549.00
2012-09-21	27257	\$809.00
2012-09-21	27236	\$102.51
2012-09-21	27161	\$50.00
2012-09-21	27122	\$669.00
2012-09-21	27149	\$573.00
2012-09-21	27119	\$821.00
2012-09-21	27135	\$85.00
2012-09-21	27200	\$150.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-21	27182	\$597.00
2012-09-21	27178	\$79.50
2012-09-21	27152	\$537.00
2012-09-21	27246	\$537.00
2012-09-21	27131	\$100.00
2012-09-21	27195	\$637.00
2012-09-21	27163	\$127.80
2012-09-21	27193	\$747.00
2012-09-21	27194	\$561.00
2012-09-21	27183	\$831.00
2012-09-21	27212	\$150.00
2012-09-21	27176	\$436.32
2012-09-21	27148	\$697.00
2012-09-21	27232	\$819.00
2012-09-22	27365	\$100.00
2012-09-22	27287	\$126.60
2012-09-22	27239	\$573.00
2012-09-22	27310	\$549.00
2012-09-22	27309	\$962.00
2012-09-22	27301	\$537.00
2012-09-22	27281	\$953.00
2012-09-22	27298	\$150.00
2012-09-22	27291	\$100.00
2012-09-22	27376	\$427.42
2012-09-22	27264	\$150.00
2012-09-22	27269	\$100.00
2012-09-22	27370	\$609.00
2012-09-22	27346	\$745.00
2012-09-22	27218	\$561.00
2012-09-22	27266	\$280.00
2012-09-22	27339	\$759.00
2012-09-22	27224	\$661.96
2012-09-22	28853	\$771.00
2012-09-22	27248	\$609.00
2012-09-22	27277	\$817.00
2012-09-22	27353	\$633.00
2012-09-22	27362	\$615.00
2012-09-22	27293	\$549.00
2012-09-22	27279	\$561.00
2012-09-22	27280	\$819.00
2012-09-22	27361	\$615.00
2012-09-22	27253	\$549.00
2012-09-22	27302	\$721.00
2012-09-22	27313	\$607.00
2012-09-23	27396	\$917.00
2012-09-23	27486	\$522.44
2012-09-23	27447	\$821.00
2012-09-23	27429	\$83.10
2012-09-23	27444	\$783.00
2012-09-23	27452	\$573.00
2012-09-23	27431	\$633.00
2012-09-23	27435	\$633.00
2012-09-23	27349	\$88.30
2012-09-23	27461	\$633.00
2012-09-23	27463	\$693.00
2012-09-23	27406	\$280.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-23	27433	\$747.00
2012-09-23	27388	\$573.00
2012-09-23	27415	\$585.00
2012-09-23	27337	\$537.00
2012-09-23	27398	\$100.00
2012-09-23	27426	\$771.00
2012-09-23	27403	\$81.08
2012-09-23	27482	\$621.00
2012-09-23	27366	\$941.00
2012-09-23	27442	\$941.00
2012-09-23	27359	\$549.00
2012-09-23	27475	\$85.63
2012-09-23	27449	\$101.94
2012-09-24	27479	\$136.00
2012-09-24	27511	\$467.32
2012-09-24	27519	\$95.57
2012-09-24	27533	\$721.00
2012-09-24	27457	\$845.00
2012-09-24	27540	\$597.00
2012-09-24	27544	\$597.00
2012-09-24	27517	\$843.00
2012-09-24	27535	\$86.61
2012-09-24	27503	\$100.00
2012-09-24	27501	\$150.00
2012-09-24	27576	\$869.00
2012-09-24	27556	\$561.00
2012-09-24	27485	\$100.00
2012-09-24	27575	\$781.00
2012-09-24	27499	\$857.00
2012-09-24	27542	\$585.00
2012-09-24	27568	\$79.21
2012-09-24	27520	\$280.00
2012-09-24	27478	\$81.37
2012-09-25	27598	\$150.00
2012-09-25	27560	\$845.00
2012-09-25	27603	\$819.00
2012-09-25	27607	\$150.00
2012-09-25	27588	\$881.00
2012-09-25	27578	\$585.00
2012-09-25	27582	\$88.30
2012-09-25	27612	\$74.34
2012-09-25	27652	\$821.00
2012-09-25	27647	\$747.00
2012-09-25	27646	\$122.20
2012-09-25	27605	\$150.00
2012-09-25	27637	\$797.00
2012-09-25	27627	\$657.00
2012-09-25	27622	\$100.00
2012-09-25	27642	\$60.98
2012-09-25	27584	\$633.00
2012-09-25	27601	\$809.00
2012-09-25	27580	\$573.00
2012-09-25	27609	\$200.00
2012-09-26	27687	\$633.00
2012-09-26	27706	\$549.00
2012-09-26	27721	\$114.60

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-26	27733	\$150.00
2012-09-26	27750	\$795.00
2012-09-26	27726	\$15.97
2012-09-26	27724	\$821.00
2012-09-26	27688	\$549.00
2012-09-26	27703	\$549.00
2012-09-26	27715	\$797.00
2012-09-26	27755	\$747.00
2012-09-26	27710	\$597.00
2012-09-26	27596	\$903.00
2012-09-26	27684	\$609.00
2012-09-26	27734	\$549.00
2012-09-26	27656	\$150.00
2012-09-26	27698	\$905.00
2012-09-26	27737	\$350.60
2012-09-26	27722	\$139.40
2012-09-26	27704	\$549.00
2012-09-26	27694	\$636.08
2012-09-26	27682	\$855.00
2012-09-27	27815	\$343.58
2012-09-27	27753	\$573.00
2012-09-27	27782	\$112.52
2012-09-27	27816	\$84.93
2012-09-27	27834	\$537.00
2012-09-27	27835	\$977.00
2012-09-27	27774	\$75.32
2012-09-27	27822	\$771.00
2012-09-27	27800	\$280.00
2012-09-27	27752	\$549.00
2012-09-27	27793	\$91.11
2012-09-27	27799	\$621.00
2012-09-27	27819	\$92.10
2012-09-27	27902	\$150.00
2012-09-27	27740	\$797.00
2012-09-27	27791	\$89.14
2012-09-27	27830	\$150.00
2012-09-27	27741	\$1,037.00
2012-09-27	27785	\$69.98
2012-09-27	27826	\$561.00
2012-09-28	27923	\$549.00
2012-09-28	27908	\$119.40
2012-09-28	27941	\$82.96
2012-09-28	27913	\$100.00
2012-09-28	27910	\$799.00
2012-09-28	27886	\$963.00
2012-09-28	27905	\$83.52
2012-09-28	27922	\$857.00
2012-09-28	27895	\$100.00
2012-09-28	27893	\$85.49
2012-09-28	27888	\$561.00
2012-09-28	27866	\$693.00
2012-09-28	27831	\$819.00
2012-09-28	27867	\$693.00
2012-09-28	27935	\$793.00
2012-09-28	27857	\$93.64
2012-09-28	27837	\$771.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-09-28	27940	\$549.00
2012-09-28	27948	\$200.00
2012-09-29	28031	\$905.00
2012-09-29	27921	\$833.00
2012-09-29	28023	\$85.00
2012-09-29	28005	\$163.40
2012-09-29	27949	\$857.00
2012-09-29	28037	\$150.00
2012-09-29	28043	\$585.00
2012-09-29	27970	\$485.44
2012-09-29	28006	\$84.08
2012-09-29	27917	\$82.68
2012-09-29	27980	\$793.00
2012-09-29	27978	\$280.00
2012-09-29	28068	\$645.00
2012-09-29	28060	\$633.00
2012-09-29	27920	\$819.00
2012-09-29	27992	\$150.00
2012-09-29	28036	\$825.00
2012-09-29	27971	\$123.00
2012-09-29	27972	\$123.00
2012-09-29	27966	\$903.00
2012-09-29	28069	\$88.30
2012-09-29	28050	\$280.00
2012-09-29	27943	\$857.00
2012-09-29	28042	\$615.00
2012-09-30	28045	\$833.00
2012-09-30	28087	\$537.00
2012-09-30	28140	\$597.00
2012-09-30	28108	\$150.00
2012-09-30	28121	\$69.84
2012-09-30	28047	\$697.00
2012-09-30	28074	\$795.00
2012-09-30	28066	\$86.05
2012-09-30	28104	\$561.00
2012-09-30	28132	\$150.00
2012-09-30	28149	\$841.00
2012-09-30	28072	\$647.00
2012-09-30	28065	\$549.00
2012-09-30	28116	\$1,143.00
2012-09-30	28064	\$843.00
2012-09-30	28035	\$747.00
2012-09-30	28114	\$537.00
2012-09-30	28079	\$941.00
2012-09-30	28102	\$119.40
2012-09-30	28131	\$843.00
2012-09-30	28089	\$178.20
2012-09-30	28110	\$105.45
2012-09-30	28098	\$95.71
2012-09-30	28026	\$729.00
2012-09-30	28148	\$97.02
2012-10-01	28181	\$77.85
2012-10-01	28172	\$85.00
2012-10-01	28200	\$150.00
2012-10-01	28233	\$537.00
2012-10-01	28217	\$609.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-01	28236	\$681.00
2012-10-01	28212	\$383.64
2012-10-01	28159	\$88.58
2012-10-01	28196	\$721.00
2012-10-01	28206	\$573.00
2012-10-01	28223	\$665.00
2012-10-01	28221	\$665.00
2012-10-01	28222	\$665.00
2012-10-01	28205	\$549.00
2012-10-01	28234	\$537.00
2012-10-01	28138	\$609.00
2012-10-01	28135	\$406.33
2012-10-01	28187	\$1,035.00
2012-10-01	28184	\$831.00
2012-10-01	28265	\$549.00
2012-10-01	28202	\$81.37
2012-10-01	29535	\$200.00
2012-10-01	28251	\$807.00
2012-10-01	28175	\$905.00
2012-10-01	28123	\$869.00
2012-10-01	28214	\$809.00
2012-10-01	28232	\$821.00
2012-10-01	28215	\$855.00
2012-10-02	28257	\$867.00
2012-10-02	28287	\$100.25
2012-10-02	28350	\$819.00
2012-10-02	28480	\$633.00
2012-10-02	28238	\$537.00
2012-10-02	28270	\$867.00
2012-10-02	28302	\$61.88
2012-10-02	28314	\$985.00
2012-10-02	28479	\$129.20
2012-10-02	28297	\$797.00
2012-10-02	28288	\$93.22
2012-10-02	28359	\$867.00
2012-10-02	28245	\$537.00
2012-10-02	28300	\$757.00
2012-10-02	28349	\$905.00
2012-10-02	28281	\$84.00
2012-10-02	28279	\$150.00
2012-10-02	28276	\$771.00
2012-10-02	28321	\$745.00
2012-10-02	28323	\$783.00
2012-10-02	28286	\$672.00
2012-10-02	28294	\$681.00
2012-10-02	28329	\$597.00
2012-10-02	28299	\$585.00
2012-10-02	28240	\$807.00
2012-10-02	28347	\$1,291.00
2012-10-02	28315	\$783.00
2012-10-03	28405	\$809.00
2012-10-03	28415	\$585.00
2012-10-03	28377	\$821.00
2012-10-03	28403	\$949.00
2012-10-03	28437	\$821.00
2012-10-03	28394	\$609.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-03	28355	\$922.00
2012-10-03	28446	\$537.00
2012-10-03	28361	\$841.00
2012-10-03	28424	\$72.65
2012-10-03	28374	\$781.00
2012-10-03	28407	\$759.00
2012-10-03	28434	\$783.00
2012-10-03	28357	\$759.00
2012-10-03	28427	\$597.00
2012-10-03	28416	\$609.00
2012-10-03	28397	\$771.00
2012-10-03	28426	\$561.00
2012-10-03	28387	\$645.00
2012-10-03	28438	\$781.00
2012-10-03	28363	\$855.00
2012-10-04	28510	\$1,025.00
2012-10-04	28500	\$881.00
2012-10-04	28508	\$723.00
2012-10-04	28515	\$797.00
2012-10-04	28459	\$87.74
2012-10-04	28606	\$60.00
2012-10-04	28522	\$78.41
2012-10-04	28499	\$857.00
2012-10-04	28470	\$308.64
2012-10-04	28535	\$869.00
2012-10-04	28505	\$635.00
2012-10-04	28512	\$809.00
2012-10-04	28514	\$807.00
2012-10-04	28552	\$855.00
2012-10-04	28474	\$200.00
2012-10-04	28445	\$809.00
2012-10-04	28542	\$733.00
2012-10-04	28493	\$807.00
2012-10-04	28486	\$125.00
2012-10-04	28517	\$771.00
2012-10-04	28503	\$647.00
2012-10-04	28492	\$809.00
2012-10-05	28771	\$821.00
2012-10-05	28633	\$597.00
2012-10-05	28548	\$585.00
2012-10-05	28595	\$807.00
2012-10-05	28630	\$88.30
2012-10-05	28619	\$82.49
2012-10-05	28607	\$747.00
2012-10-05	28627	\$561.00
2012-10-05	28579	\$609.00
2012-10-05	28588	\$869.00
2012-10-05	28561	\$869.00
2012-10-05	28559	\$10.00
2012-10-05	28549	\$845.00
2012-10-05	28661	\$561.00
2012-10-05	28634	\$276.76
2012-10-05	28594	\$200.30
2012-10-06	28646	\$809.00
2012-10-06	28645	\$759.00
2012-10-06	28719	\$603.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-06	28740	\$284.20
2012-10-06	28752	\$881.00
2012-10-06	28721	\$603.00
2012-10-06	28707	\$881.00
2012-10-06	28692	\$681.00
2012-10-06	28678	\$977.00
2012-10-06	28681	\$637.00
2012-10-06	28705	\$150.00
2012-10-06	28724	\$150.00
2012-10-06	28737	\$783.00
2012-10-06	28769	\$82.54
2012-10-06	28680	\$88.72
2012-10-06	28688	\$645.00
2012-10-06	28738	\$821.00
2012-10-06	28712	\$150.00
2012-10-06	28636	\$537.00
2012-10-06	28652	\$869.00
2012-10-06	28664	\$759.00
2012-10-06	28720	\$609.00
2012-10-06	28687	\$821.00
2012-10-06	28747	\$845.00
2012-10-06	28755	\$633.00
2012-10-06	28658	\$549.00
2012-10-06	28668	\$941.00
2012-10-06	28639	\$795.00
2012-10-06	28770	\$857.00
2012-10-07	28782	\$857.00
2012-10-07	28805	\$757.00
2012-10-07	28783	\$845.00
2012-10-07	28817	\$681.00
2012-10-07	28810	\$881.00
2012-10-07	28827	\$15.64
2012-10-07	28799	\$833.00
2012-10-07	28803	\$929.00
2012-10-07	28842	\$821.00
2012-10-07	28766	\$275.10
2012-10-07	28807	\$721.00
2012-10-07	28841	\$189.75
2012-10-07	28778	\$93.36
2012-10-07	28763	\$709.00
2012-10-07	28804	\$150.00
2012-10-07	28830	\$537.00
2012-10-07	28791	\$200.00
2012-10-07	28808	\$131.40
2012-10-07	28787	\$69.13
2012-10-07	28754	\$20.00
2012-10-07	28745	\$857.00
2012-10-07	28850	\$150.00
2012-10-07	28760	\$845.00
2012-10-07	28728	\$905.00
2012-10-07	28813	\$869.00
2012-10-08	28881	\$893.00
2012-10-08	28920	\$621.00
2012-10-08	28942	\$788.19
2012-10-08	28866	\$150.00
2012-10-08	28964	\$793.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-08	28941	\$905.00
2012-10-08	28833	\$765.00
2012-10-08	28882	\$881.00
2012-10-08	28991	\$609.00
2012-10-08	28899	\$651.00
2012-10-08	28863	\$212.11
2012-10-08	28902	\$609.00
2012-10-08	28872	\$893.00
2012-10-08	28930	\$795.00
2012-10-08	28928	\$657.00
2012-10-08	28832	\$585.00
2012-10-08	28939	\$965.00
2012-10-08	28932	\$280.00
2012-10-08	28900	\$463.80
2012-10-08	28873	\$843.00
2012-10-08	28907	\$681.00
2012-10-08	28901	\$250.00
2012-10-08	28961	\$460.95
2012-10-09	28999	\$118.32
2012-10-09	28935	\$71.10
2012-10-09	28974	\$747.00
2012-10-09	28924	\$549.00
2012-10-09	28937	\$479.07
2012-10-09	28912	\$89.00
2012-10-09	28957	\$717.00
2012-10-09	29013	\$44.05
2012-10-09	28972	\$821.00
2012-10-09	28925	\$573.00
2012-10-09	29007	\$769.00
2012-10-09	28958	\$845.00
2012-10-09	28910	\$905.00
2012-10-09	28980	\$819.00
2012-10-10	29026	\$997.00
2012-10-10	29059	\$150.00
2012-10-10	29087	\$783.00
2012-10-10	29085	\$821.00
2012-10-10	29107	\$869.00
2012-10-10	29118	\$753.00
2012-10-10	29141	\$809.00
2012-10-10	29043	\$831.00
2012-10-10	29055	\$87.18
2012-10-10	29058	\$745.00
2012-10-10	29137	\$669.00
2012-10-10	29089	\$783.00
2012-10-10	29084	\$82.49
2012-10-10	29113	\$621.00
2012-10-10	29130	\$609.00
2012-10-10	29070	\$100.00
2012-10-10	29096	\$809.00
2012-10-10	29168	\$745.00
2012-10-10	29071	\$56.67
2012-10-10	29094	\$84.22
2012-10-10	29060	\$378.37
2012-10-10	29140	\$537.00
2012-10-10	29062	\$733.00
2012-10-10	29081	\$597.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-10	29108	\$845.00
2012-10-11	29239	\$939.00
2012-10-11	29189	\$759.00
2012-10-11	29238	\$92.10
2012-10-11	29231	\$829.00
2012-10-11	29241	\$549.00
2012-10-11	29132	\$869.00
2012-10-11	29178	\$719.00
2012-10-11	29142	\$86.75
2012-10-11	29126	\$869.00
2012-10-11	29197	\$621.00
2012-10-11	29144	\$745.00
2012-10-11	29212	\$915.00
2012-10-11	29258	\$87.18
2012-10-11	29162	\$82.68
2012-10-11	29205	\$633.00
2012-10-11	29198	\$100.00
2012-10-11	29191	\$102.22
2012-10-11	29172	\$825.00
2012-10-11	29152	\$819.00
2012-10-11	29199	\$106.86
2012-10-11	29235	\$869.00
2012-10-11	29223	\$150.00
2012-10-11	29193	\$510.95
2012-10-11	29236	\$783.00
2012-10-11	29173	\$615.00
2012-10-11	29246	\$809.00
2012-10-11	29206	\$733.00
2012-10-11	31246	\$150.00
2012-10-12	29261	\$687.00
2012-10-12	29272	\$621.00
2012-10-12	29320	\$133.80
2012-10-12	29304	\$10.21
2012-10-12	29339	\$633.00
2012-10-12	29323	\$150.00
2012-10-12	29326	\$727.00
2012-10-12	29346	\$759.00
2012-10-12	29268	\$143.40
2012-10-12	29353	\$771.00
2012-10-12	29280	\$88.11
2012-10-12	29256	\$83.80
2012-10-12	29328	\$795.00
2012-10-12	29264	\$473.83
2012-10-12	29298	\$152.92
2012-10-12	29322	\$821.00
2012-10-12	29257	\$879.00
2012-10-12	29250	\$16.81
2012-10-12	29362	\$20.00
2012-10-12	29314	\$30.00
2012-10-12	29325	\$280.00
2012-10-12	29303	\$637.00
2012-10-12	29263	\$237.50
2012-10-13	29529	\$797.00
2012-10-13	31343	\$729.00
2012-10-13	29476	\$747.00
2012-10-13	29493	\$585.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-13	29414	\$280.00
2012-10-13	29390	\$759.00
2012-10-13	29415	\$771.00
2012-10-13	29441	\$42.55
2012-10-13	29471	\$91.25
2012-10-13	29455	\$100.00
2012-10-13	29446	\$857.00
2012-10-13	29354	\$783.00
2012-10-13	29356	\$829.00
2012-10-13	29383	\$905.00
2012-10-13	29338	\$371.82
2012-10-13	29432	\$857.00
2012-10-13	29343	\$150.00
2012-10-14	29466	\$75.74
2012-10-14	29413	\$267.00
2012-10-14	29384	\$819.00
2012-10-14	29460	\$150.00
2012-10-14	29440	\$747.00
2012-10-14	29485	\$410.90
2012-10-14	29428	\$747.00
2012-10-14	29393	\$549.00
2012-10-14	29386	\$669.00
2012-10-14	29452	\$681.00
2012-10-14	29461	\$91.25
2012-10-14	29462	\$183.00
2012-10-14	29528	\$130.41
2012-10-15	29559	\$893.00
2012-10-15	29565	\$82.11
2012-10-15	29609	\$721.00
2012-10-15	29545	\$609.00
2012-10-15	29621	\$585.00
2012-10-15	29560	\$90.55
2012-10-15	29572	\$819.00
2012-10-15	29603	\$829.00
2012-10-15	29555	\$891.00
2012-10-15	29595	\$585.00
2012-10-15	29591	\$797.00
2012-10-15	29588	\$903.00
2012-10-15	29626	\$666.69
2012-10-15	29592	\$821.00
2012-10-15	29550	\$177.00
2012-10-15	29506	\$549.00
2012-10-15	29586	\$845.00
2012-10-15	29551	\$549.00
2012-10-15	29579	\$17.52
2012-10-15	29599	\$100.00
2012-10-15	29620	\$833.00
2012-10-15	29623	\$408.19
2012-10-16	29605	\$88.58
2012-10-16	29675	\$771.00
2012-10-16	29674	\$125.00
2012-10-16	29657	\$150.00
2012-10-16	29684	\$86.89
2012-10-16	29685	\$75.46
2012-10-16	29702	\$100.00
2012-10-16	29688	\$145.10

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-16	29594	\$597.00
2012-10-16	29631	\$819.00
2012-10-16	29655	\$423.05
2012-10-16	29697	\$965.00
2012-10-16	29593	\$89.14
2012-10-16	29616	\$597.00
2012-10-16	29677	\$156.20
2012-10-16	29701	\$821.00
2012-10-16	29618	\$132.15
2012-10-16	29662	\$437.38
2012-10-16	29617	\$88.30
2012-10-16	29590	\$797.00
2012-10-16	29633	\$423.40
2012-10-16	29610	\$129.00
2012-10-17	29706	\$709.00
2012-10-17	29776	\$795.00
2012-10-17	29775	\$38.55
2012-10-17	29794	\$669.00
2012-10-17	29754	\$571.00
2012-10-17	29778	\$80.66
2012-10-17	29705	\$821.00
2012-10-17	29733	\$893.00
2012-10-17	29747	\$140.42
2012-10-17	29815	\$597.00
2012-10-17	29799	\$783.00
2012-10-17	29768	\$697.00
2012-10-17	29771	\$200.00
2012-10-17	29693	\$150.00
2012-10-17	29737	\$86.61
2012-10-17	29744	\$709.00
2012-10-17	29786	\$73.77
2012-10-17	29763	\$150.00
2012-10-17	29711	\$100.00
2012-10-17	29699	\$125.07
2012-10-17	29740	\$857.00
2012-10-17	29810	\$621.00
2012-10-18	29844	\$857.00
2012-10-18	29835	\$537.00
2012-10-18	29860	\$1,013.00
2012-10-18	29886	\$280.00
2012-10-18	29857	\$879.00
2012-10-18	29864	\$88.16
2012-10-18	29872	\$88.16
2012-10-18	29910	\$585.00
2012-10-18	29843	\$88.30
2012-10-18	29874	\$85.00
2012-10-18	29865	\$521.80
2012-10-18	29892	\$867.00
2012-10-18	29839	\$180.60
2012-10-18	29805	\$797.00
2012-10-18	29803	\$573.00
2012-10-18	29870	\$891.00
2012-10-18	29878	\$699.00
2012-10-18	29873	\$759.00
2012-10-18	29813	\$953.00
2012-10-18	29849	\$573.80

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-18	31054	\$857.00
2012-10-18	29888	\$125.00
2012-10-18	29796	\$573.00
2012-10-19	29940	\$117.80
2012-10-19	30007	\$771.00
2012-10-19	30033	\$159.00
2012-10-19	29983	\$96.60
2012-10-19	29955	\$87.60
2012-10-19	29930	\$237.50
2012-10-19	30174	\$195.75
2012-10-19	29973	\$855.00
2012-10-19	30009	\$150.00
2012-10-19	29965	\$434.45
2012-10-19	29920	\$845.00
2012-10-19	30000	\$80.70
2012-10-19	30016	\$669.00
2012-10-19	29932	\$721.00
2012-10-19	30008	\$470.36
2012-10-19	30012	\$475.02
2012-10-19	29954	\$200.00
2012-10-19	30170	\$150.00
2012-10-20	30082	\$697.00
2012-10-20	30125	\$869.00
2012-10-20	30144	\$697.00
2012-10-20	30020	\$759.00
2012-10-20	30023	\$95.61
2012-10-20	30139	\$845.00
2012-10-20	30119	\$39.55
2012-10-20	30097	\$893.00
2012-10-20	30116	\$857.00
2012-10-20	30041	\$857.00
2012-10-20	30024	\$705.00
2012-10-20	30113	\$150.00
2012-10-20	30048	\$869.00
2012-10-20	30083	\$150.00
2012-10-20	30065	\$783.00
2012-10-20	30073	\$769.00
2012-10-20	30052	\$759.00
2012-10-20	30103	\$881.00
2012-10-20	30127	\$200.00
2012-10-20	30112	\$71.24
2012-10-20	30105	\$769.00
2012-10-20	30031	\$504.57
2012-10-21	30219	\$819.00
2012-10-21	30129	\$280.00
2012-10-21	30162	\$125.00
2012-10-21	30239	\$621.00
2012-10-21	30183	\$609.00
2012-10-21	30209	\$649.00
2012-10-21	30155	\$85.00
2012-10-21	30128	\$585.00
2012-10-21	30152	\$200.00
2012-10-21	30140	\$98.14
2012-10-21	30181	\$609.00
2012-10-21	30149	\$719.00
2012-10-21	30156	\$661.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-21	30230	\$150.00
2012-10-21	30205	\$35.00
2012-10-21	30178	\$793.00
2012-10-21	30168	\$597.00
2012-10-22	30330	\$867.00
2012-10-22	30310	\$717.00
2012-10-22	30274	\$819.00
2012-10-22	30361	\$150.00
2012-10-22	30337	\$879.00
2012-10-22	30211	\$645.00
2012-10-22	30370	\$86.61
2012-10-22	30287	\$303.52
2012-10-22	30231	\$867.00
2012-10-22	30327	\$681.00
2012-10-22	30256	\$105.06
2012-10-22	30240	\$809.00
2012-10-22	30216	\$585.00
2012-10-22	30347	\$537.00
2012-10-22	30325	\$711.00
2012-10-22	30212	\$150.00
2012-10-22	30295	\$781.00
2012-10-22	30301	\$905.00
2012-10-22	30261	\$717.00
2012-10-22	30369	\$83.80
2012-10-22	30304	\$33.00
2012-10-22	30311	\$549.00
2012-10-22	30365	\$100.00
2012-10-23	30436	\$892.00
2012-10-23	30405	\$145.80
2012-10-23	30355	\$708.00
2012-10-23	30409	\$431.00
2012-10-23	30447	\$549.00
2012-10-23	31656	\$561.00
2012-10-23	30444	\$72.68
2012-10-23	30466	\$501.72
2012-10-23	30413	\$573.00
2012-10-23	30411	\$609.00
2012-10-23	30375	\$783.00
2012-10-23	30345	\$100.00
2012-10-23	30421	\$929.00
2012-10-23	30485	\$783.00
2012-10-23	30465	\$797.00
2012-10-23	30400	\$585.00
2012-10-23	30422	\$609.00
2012-10-23	30360	\$621.00
2012-10-24	30509	\$100.00
2012-10-24	30516	\$91.96
2012-10-24	30529	\$609.00
2012-10-24	30498	\$280.00
2012-10-24	30455	\$795.00
2012-10-24	30553	\$422.69
2012-10-24	30588	\$104.05
2012-10-24	30587	\$881.00
2012-10-24	30496	\$537.00
2012-10-24	30563	\$549.00
2012-10-24	30521	\$280.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-24	30507	\$733.00
2012-10-24	30581	\$597.00
2012-10-24	30592	\$891.00
2012-10-24	30532	\$597.00
2012-10-24	30524	\$833.00
2012-10-24	30482	\$200.00
2012-10-24	30468	\$90.69
2012-10-24	30599	\$428.37
2012-10-25	30600	\$100.00
2012-10-25	30567	\$893.00
2012-10-25	30696	\$585.00
2012-10-25	30612	\$84.79
2012-10-25	30694	\$78.27
2012-10-25	31771	\$845.00
2012-10-25	30683	\$783.00
2012-10-25	30637	\$280.00
2012-10-25	31863	\$398.55
2012-10-25	30562	\$681.00
2012-10-25	30654	\$621.00
2012-10-25	30650	\$43.64
2012-10-25	30636	\$280.00
2012-10-25	30556	\$75.04
2012-10-25	30684	\$87.18
2012-10-25	30579	\$845.00
2012-10-25	30601	\$881.00
2012-10-25	30668	\$537.00
2012-10-25	30659	\$280.00
2012-10-26	30728	\$771.00
2012-10-26	30672	\$599.00
2012-10-26	30732	\$20.00
2012-10-26	30722	\$150.00
2012-10-26	30785	\$795.00
2012-10-26	30733	\$831.00
2012-10-26	30781	\$645.00
2012-10-26	30762	\$759.00
2012-10-26	30760	\$90.27
2012-10-26	30784	\$721.00
2012-10-26	30749	\$857.00
2012-10-26	30709	\$783.00
2012-10-26	30742	\$75.60
2012-10-26	30690	\$758.00
2012-10-26	30745	\$180.60
2012-10-26	30766	\$150.00
2012-10-27	30773	\$903.00
2012-10-27	30796	\$100.00
2012-10-27	30865	\$977.00
2012-10-27	30863	\$363.80
2012-10-27	30847	\$55.69
2012-10-27	30828	\$72.65
2012-10-27	30822	\$150.00
2012-10-27	30858	\$537.00
2012-10-27	30809	\$623.00
2012-10-27	30806	\$72.93
2012-10-27	30814	\$74.08
2012-10-27	30819	\$83.66
2012-10-27	30834	\$133.80

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-27	30812	\$771.00
2012-10-27	30786	\$833.00
2012-10-27	30777	\$795.00
2012-10-28	30911	\$747.00
2012-10-28	30862	\$74.34
2012-10-28	30949	\$82.82
2012-10-28	30867	\$418.43
2012-10-28	30843	\$867.00
2012-10-28	30935	\$759.00
2012-10-28	30879	\$965.00
2012-10-28	30871	\$125.00
2012-10-28	31960	\$867.00
2012-10-28	30928	\$280.00
2012-10-28	30886	\$280.00
2012-10-28	30899	\$85.91
2012-10-28	30890	\$561.00
2012-10-29	31037	\$783.00
2012-10-29	31011	\$747.00
2012-10-29	30940	\$99.35
2012-10-29	30987	\$150.00
2012-10-29	31030	\$230.50
2012-10-29	31035	\$94.49
2012-10-29	31028	\$71.66
2012-10-29	31049	\$150.00
2012-10-29	31048	\$821.00
2012-10-29	31012	\$633.00
2012-10-29	30986	\$721.00
2012-10-29	30923	\$366.80
2012-10-29	30983	\$809.00
2012-10-29	30927	\$609.00
2012-10-29	30975	\$917.00
2012-10-29	30976	\$156.60
2012-10-29	30980	\$747.00
2012-10-29	31050	\$150.00
2012-10-29	30979	\$150.00
2012-10-29	30961	\$46.55
2012-10-30	31022	\$597.00
2012-10-30	31041	\$1,059.00
2012-10-30	31073	\$76.02
2012-10-30	31136	\$929.00
2012-10-30	31057	\$609.00
2012-10-30	31138	\$941.00
2012-10-30	31139	\$709.00
2012-10-30	31114	\$645.00
2012-10-30	31019	\$573.00
2012-10-30	31020	\$573.00
2012-10-30	31108	\$124.95
2012-10-30	31061	\$537.00
2012-10-30	31045	\$561.00
2012-10-30	31039	\$783.00
2012-10-31	31179	\$150.00
2012-10-31	31234	\$143.00
2012-10-31	31177	\$573.00
2012-10-31	31191	\$537.00
2012-10-31	31205	\$150.00
2012-10-31	31215	\$845.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-10-31	31185	\$795.00
2012-10-31	31186	\$150.00
2012-10-31	31214	\$115.01
2012-10-31	31155	\$821.00
2012-10-31	31157	\$797.00
2012-10-31	31156	\$1,478.00
2012-10-31	31144	\$10.00
2012-10-31	31202	\$278.67
2012-10-31	31200	\$609.00
2012-10-31	31217	\$809.00
2012-10-31	31275	\$797.00
2012-10-31	31223	\$657.00
2012-11-01	31317	\$797.00
2012-11-01	31255	\$685.00
2012-11-01	31323	\$621.00
2012-11-01	31263	\$745.00
2012-11-01	31296	\$95.33
2012-11-01	31226	\$585.00
2012-11-01	31271	\$117.00
2012-11-01	31264	\$833.00
2012-11-01	31239	\$807.00
2012-11-01	31238	\$717.00
2012-11-01	31265	\$86.89
2012-11-01	31310	\$833.00
2012-11-01	31292	\$795.00
2012-11-01	31284	\$771.00
2012-11-01	31233	\$685.00
2012-11-01	31302	\$733.00
2012-11-02	31428	\$69.13
2012-11-02	31354	\$819.00
2012-11-02	31389	\$833.00
2012-11-02	31394	\$100.00
2012-11-02	31396	\$441.82
2012-11-02	31448	\$833.00
2012-11-02	31371	\$100.00
2012-11-02	31398	\$733.00
2012-11-02	31386	\$633.00
2012-11-02	31339	\$280.00
2012-11-02	31391	\$855.00
2012-11-02	31347	\$833.00
2012-11-02	31340	\$537.00
2012-11-02	31435	\$855.00
2012-11-02	31429	\$280.00
2012-11-02	31411	\$92.24
2012-11-02	31460	\$150.00
2012-11-02	31400	\$100.00
2012-11-02	31457	\$84.74
2012-11-02	31346	\$83.52
2012-11-02	31401	\$621.00
2012-11-02	31438	\$759.00
2012-11-02	31402	\$657.00
2012-11-02	31377	\$869.00
2012-11-02	31475	\$163.80
2012-11-02	31447	\$150.00
2012-11-03	31496	\$1,033.00
2012-11-03	31547	\$69.13

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-11-03	31494	\$881.00
2012-11-03	31492	\$97.10
2012-11-03	31458	\$965.00
2012-11-03	31451	\$831.00
2012-11-03	31498	\$200.00
2012-11-03	31546	\$741.00
2012-11-03	31469	\$869.00
2012-11-03	31489	\$797.00
2012-11-03	31468	\$133.80
2012-11-03	31507	\$126.60
2012-11-03	31499	\$75.32
2012-11-04	31603	\$781.00
2012-11-04	31629	\$685.00
2012-11-04	31611	\$833.00
2012-11-04	31613	\$841.00
2012-11-04	31615	\$202.71
2012-11-04	31584	\$881.00
2012-11-04	31600	\$585.00
2012-11-04	31530	\$893.00
2012-11-04	31649	\$633.00
2012-11-04	31543	\$869.00
2012-11-04	31589	\$511.00
2012-11-04	31637	\$833.00
2012-11-04	31575	\$229.40
2012-11-04	31616	\$549.00
2012-11-04	31599	\$549.00
2012-11-04	31577	\$893.00
2012-11-04	31623	\$881.00
2012-11-04	31633	\$797.00
2012-11-04	31610	\$747.00
2012-11-05	31744	\$150.00
2012-11-05	31676	\$131.40
2012-11-05	31660	\$109.10
2012-11-05	31645	\$150.00
2012-11-05	31723	\$881.00
2012-11-05	31759	\$809.00
2012-11-05	31702	\$807.00
2012-11-05	31762	\$561.00
2012-11-05	31703	\$857.00
2012-11-05	31704	\$833.00
2012-11-05	31624	\$537.00
2012-11-05	31707	\$633.00
2012-11-05	31735	\$73.63
2012-11-05	31647	\$74.05
2012-11-05	31658	\$845.00
2012-11-05	31659	\$633.00
2012-11-05	31706	\$633.00
2012-11-05	31687	\$845.00
2012-11-05	31662	\$72.65
2012-11-05	31722	\$308.49
2012-11-05	31691	\$673.00
2012-11-05	31713	\$621.00
2012-11-05	31677	\$83.10
2012-11-05	31763	\$121.80
2012-11-06	31818	\$621.00
2012-11-06	31776	\$57.09

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-11-06	31785	\$90.97
2012-11-06	31801	\$555.00
2012-11-06	31817	\$621.00
2012-11-06	31783	\$150.00
2012-11-06	31779	\$637.00
2012-11-06	31795	\$100.00
2012-11-06	31794	\$1,143.00
2012-11-06	31760	\$705.00
2012-11-06	31766	\$72.79
2012-11-06	31835	\$88.30
2012-11-06	31838	\$809.00
2012-11-06	31814	\$673.00
2012-11-06	31746	\$633.00
2012-11-06	31784	\$125.00
2012-11-06	31848	\$573.00
2012-11-06	31748	\$893.00
2012-11-06	31782	\$747.00
2012-11-06	31804	\$831.00
2012-11-06	31788	\$150.00
2012-11-07	31941	\$1,009.00
2012-11-07	31948	\$85.00
2012-11-07	31891	\$909.00
2012-11-07	31921	\$150.00
2012-11-07	31867	\$857.00
2012-11-07	31883	\$86.89
2012-11-07	31947	\$623.00
2012-11-07	31879	\$561.00
2012-11-07	31889	\$88.86
2012-11-07	31909	\$549.00
2012-11-07	31850	\$857.00
2012-11-07	31895	\$537.00
2012-11-07	31853	\$929.00
2012-11-07	31907	\$150.00
2012-11-07	31920	\$200.00
2012-11-07	31915	\$855.00
2012-11-07	31927	\$561.00
2012-11-08	32020	\$100.00
2012-11-08	31996	\$917.00
2012-11-08	31965	\$537.00
2012-11-08	32021	\$797.00
2012-11-08	31962	\$280.00
2012-11-08	31989	\$106.58
2012-11-08	32043	\$781.00
2012-11-08	31939	\$110.37
2012-11-08	32030	\$126.60
2012-11-08	32048	\$759.00
2012-11-08	31943	\$549.00
2012-11-09	32104	\$657.00
2012-11-09	32088	\$821.00
2012-11-09	32027	\$637.00
2012-11-09	32156	\$88.58
2012-11-09	32098	\$181.00
2012-11-09	32118	\$745.00
2012-11-09	32112	\$821.00
2012-11-09	32122	\$280.00
2012-11-09	32071	\$79.12

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-11-09	32169	\$869.00
2012-11-09	32051	\$807.00
2012-11-09	32090	\$857.00
2012-11-09	32105	\$265.40
2012-11-09	32154	\$88.58
2012-11-09	32028	\$585.00
2012-11-09	32152	\$623.00
2012-11-09	32083	\$150.00
2012-11-10	32183	\$657.00
2012-11-10	32241	\$821.00
2012-11-10	32161	\$879.00
2012-11-10	32221	\$633.00
2012-11-10	32224	\$621.00
2012-11-10	32147	\$941.00
2012-11-10	32272	\$845.00
2012-11-10	32194	\$809.00
2012-11-10	32142	\$975.00
2012-11-10	32227	\$795.00
2012-11-10	32250	\$757.00
2012-11-11	32283	\$732.64
2012-11-11	32234	\$597.00
2012-11-11	32306	\$953.00
2012-11-11	32357	\$468.13
2012-11-11	32315	\$781.00
2012-11-11	32307	\$280.00
2012-11-11	32351	\$90.27
2012-11-11	32298	\$38.55
2012-11-11	32278	\$869.00
2012-11-11	32343	\$264.30
2012-11-11	32292	\$795.00
2012-11-11	32258	\$597.00
2012-11-11	32299	\$85.63
2012-11-11	32302	\$809.00
2012-11-11	32281	\$100.00
2012-11-11	32255	\$797.00
2012-11-11	32311	\$941.00
2012-11-11	32253	\$673.00
2012-11-11	32249	\$765.00
2012-11-11	32246	\$615.00
2012-11-11	32406	\$150.00
2012-11-12	32341	\$150.00
2012-11-12	32387	\$807.00
2012-11-12	32381	\$797.00
2012-11-12	32342	\$587.00
2012-11-12	32411	\$161.80
2012-11-12	32439	\$74.34
2012-11-12	33542	\$733.00
2012-11-12	32441	\$150.00
2012-11-12	32433	\$645.00
2012-11-12	32415	\$745.00
2012-11-12	32437	\$683.00
2012-11-12	32422	\$697.00
2012-11-12	32377	\$821.00
2012-11-12	32443	\$125.00
2012-11-12	32445	\$200.00
2012-11-12	32328	\$481.70

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-11-12	32359	\$783.00
2012-11-12	32379	\$857.00
2012-11-12	32434	\$645.00
2012-11-13	32547	\$1,325.00
2012-11-13	32485	\$621.00
2012-11-13	32476	\$92.24
2012-11-13	32493	\$745.00
2012-11-13	32475	\$597.00
2012-11-13	32498	\$100.00
2012-11-13	32453	\$573.00
2012-11-13	32560	\$621.00
2012-11-13	32503	\$87.03
2012-11-13	32509	\$999.00
2012-11-13	32512	\$150.00
2012-11-13	32545	\$747.00
2012-11-13	32536	\$807.00
2012-11-13	32569	\$235.34
2012-11-14	32626	\$561.00
2012-11-14	32649	\$968.00
2012-11-14	32599	\$939.00
2012-11-14	32600	\$685.00
2012-11-14	32579	\$809.00
2012-11-14	32551	\$69.13
2012-11-14	32661	\$881.00
2012-11-14	32646	\$807.00
2012-11-14	32625	\$721.00
2012-11-14	32556	\$759.00
2012-11-14	32604	\$93.78
2012-11-14	32636	\$621.00
2012-11-14	32550	\$961.00
2012-11-14	32571	\$561.00
2012-11-15	32709	\$795.00
2012-11-15	32727	\$150.00
2012-11-15	32749	\$88.30
2012-11-15	32674	\$795.00
2012-11-15	32699	\$637.00
2012-11-15	32710	\$869.00
2012-11-15	32667	\$705.00
2012-11-15	32717	\$845.00
2012-11-15	32644	\$661.00
2012-11-15	32756	\$717.00
2012-11-16	32754	\$819.00
2012-11-16	32800	\$845.00
2012-11-16	32826	\$86.61
2012-11-16	32779	\$795.00
2012-11-16	32845	\$150.00
2012-11-16	32820	\$857.00
2012-11-16	32828	\$609.00
2012-11-16	32804	\$161.40
2012-11-16	32789	\$561.00
2012-11-16	32832	\$1,033.00
2012-11-16	32812	\$573.00
2012-11-16	32771	\$150.00
2012-11-16	32790	\$833.00
2012-11-17	32918	\$511.00
2012-11-17	32887	\$549.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-11-17	32892	\$783.00
2012-11-17	32846	\$1,085.00
2012-11-17	32905	\$81.97
2012-11-17	32855	\$248.43
2012-11-17	32907	\$88.58
2012-11-17	32891	\$697.00
2012-11-17	32872	\$150.00
2012-11-17	32956	\$561.00
2012-11-17	32851	\$100.00
2012-11-17	34745	\$150.00
2012-11-17	32873	\$917.00
2012-11-18	32991	\$669.00
2012-11-18	32951	\$101.24
2012-11-18	33000	\$833.00
2012-11-18	32943	\$91.53
2012-11-18	32914	\$82.49
2012-11-18	32977	\$54.16
2012-11-18	32968	\$561.96
2012-11-18	32976	\$817.00
2012-11-18	32975	\$861.00
2012-11-18	32933	\$585.00
2012-11-18	32946	\$781.00
2012-11-18	32988	\$759.00
2012-11-19	33062	\$88.02
2012-11-19	33086	\$845.00
2012-11-19	33059	\$94.35
2012-11-19	33003	\$92.52
2012-11-19	33051	\$709.00
2012-11-19	33065	\$609.00
2012-11-19	32986	\$257.68
2012-11-19	33077	\$741.00
2012-11-19	33047	\$86.89
2012-11-19	32982	\$100.00
2012-11-19	33041	\$821.00
2012-11-19	33087	\$881.00
2012-11-19	33016	\$150.00
2012-11-19	33068	\$807.00
2012-11-20	33123	\$150.00
2012-11-20	33140	\$879.00
2012-11-20	33094	\$549.00
2012-11-20	33185	\$597.00
2012-11-20	33147	\$84.93
2012-11-20	33076	\$597.00
2012-11-20	33110	\$609.00
2012-11-20	33135	\$771.00
2012-11-20	33168	\$1,133.00
2012-11-20	33082	\$977.00
2012-11-20	33141	\$170.60
2012-11-21	33233	\$150.00
2012-11-21	33280	\$99.31
2012-11-21	33290	\$865.00
2012-11-21	33228	\$821.00
2012-11-21	33232	\$585.00
2012-11-21	33227	\$85.07
2012-11-21	33245	\$673.00
2012-11-21	33242	\$809.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-11-22	33292	\$819.00
2012-11-22	33355	\$881.00
2012-11-22	33313	\$549.00
2012-11-22	33300	\$150.00
2012-11-22	33382	\$565.78
2012-11-22	33281	\$1,514.00
2012-11-22	33323	\$795.00
2012-11-22	33352	\$150.00
2012-11-22	33326	\$891.00
2012-11-22	35260	\$721.00
2012-11-22	33339	\$845.00
2012-11-22	33387	\$747.00
2012-11-22	33309	\$821.00
2012-11-22	33376	\$867.00
2012-11-22	33294	\$831.00
2012-11-22	33288	\$669.00
2012-11-22	33343	\$733.00
2012-11-22	33283	\$910.00
2012-11-22	33347	\$673.00
2012-11-23	33468	\$150.00
2012-11-23	33413	\$881.00
2012-11-23	33484	\$797.00
2012-11-23	33384	\$549.00
2012-11-23	33427	\$633.00
2012-11-23	33406	\$905.00
2012-11-23	33430	\$88.58
2012-11-23	33386	\$609.00
2012-11-23	33490	\$623.00
2012-11-23	33458	\$745.00
2012-11-23	33482	\$709.00
2012-11-23	33446	\$807.00
2012-11-23	33428	\$463.16
2012-11-23	33477	\$573.00
2012-11-23	33486	\$609.00
2012-11-24	33561	\$150.00
2012-11-24	33495	\$87.03
2012-11-24	33517	\$85.60
2012-11-24	33509	\$89.71
2012-11-24	33569	\$669.00
2012-11-24	33513	\$150.00
2012-11-24	33480	\$721.00
2012-11-24	33507	\$148.23
2012-11-25	33618	\$150.00
2012-11-25	33639	\$91.96
2012-11-25	33567	\$833.00
2012-11-25	33565	\$89.57
2012-11-25	33621	\$903.00
2012-11-25	33641	\$101.66
2012-11-26	33710	\$609.00
2012-11-26	33691	\$869.00
2012-11-27	33860	\$561.00
2012-11-28	33943	\$150.00
2012-11-29	34069	\$621.00
2012-11-29	34099	\$917.00
2012-11-29	34053	\$561.00
2012-11-30	34183	\$561.00

ATTACHMENT A - Q3 FY12/13 BDWO

Trip Date	Run #	Due
2012-11-30	34136	\$609.00
2012-12-01	34276	\$150.00
2012-12-02	34418	\$683.00
2012-12-04	34576	\$813.00
2012-12-06	34753	\$783.00
2012-12-09	35137	\$150.00
2012-12-10	35119	\$821.00
2012-12-19	36092	\$150.00
2012-12-22	36464	\$537.00
2012-12-23	36516	\$809.00
2012-12-27	36936	\$573.00
2013-01-01	31	\$561.00
2013-01-14	1569	\$585.00
2013-01-14	1470	\$649.00
2013-01-15	1648	\$831.00
2013-01-17	1877	\$781.00
# Transports = 2816		\$1,422,352.10



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4816

County Administrator's Report 13. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Approval of Agreement with Northwest Florida Legal Services

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement Relating to Civil Legal Services for Inmates at the Escambia County Jail with Northwest Florida Legal Services, Inc. - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning an Agreement relating to civil legal services for inmates at the Escambia County Jail with Northwest Florida Legal Services, Inc.:

- A. Approve the Agreement Relating to Civil Legal Services; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. As part of this transition, the County must retain the services of qualified contractors to perform essential services for inmates housed in the Jail.

BUDGETARY IMPACT:

Funding: Fund 111; Inmate Commissary, Cost Center 290406

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will be responsible for the implementation and the coordination of this agreement.

Attachments

NWFL Contract

AGREEMENT RELATING TO CIVIL LEGAL SERVICES

This Agreement is made and entered into this ____ day of _____, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Northwest Florida Legal Services, Inc., a Florida not-for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 701 South J Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the County is responsible for the operation of the Escambia County Correctional System, to include the Escambia County Central Booking and Detention Facility and the Main Jail Facility; and

WHEREAS, the County desires to provide civil legal assistance for inmates in the Escambia County Central Booking and Detention Facility and the Main Jail Facility (hereinafter referred to as "Facilities"); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Contractor's Scope of Services**. Contractor agrees to prepare and execute power of attorney (POA) documents and provide additional civil legal services for inmates housed in the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis.

For POA matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, drafted documents, and all billing. Cost for preparation of POA documents for inmates will not exceed one (1) hour of work to be performed by a legal assistant billed at a rate of \$25.00 per hour and one half (.5) hour of billable attorney time to be billed at a rate of

\$32.50 per half hour. All work performed on a POA matter shall not exceed a total of \$57.50. Any matter that requires extensive work in excess of the agreed maximum rate shall require prior authorization.

For civil legal matters, Contractor shall utilize a legal assistant to interview inmates, open a file, draft documents, and conduct billing. An attorney shall review each file, prepare the appropriate response, and review all billing. Additional civil legal services shall not exceed one half (.5) hour of work to be performed by a legal assistant billed at a rate of \$12.50 per hour and one half (.5) hour of billable attorney time to be billed at a rate of \$32.50 per half hour. All work performed on a matter involving additional civil legal services shall not exceed a total of \$45.00. Any matter that requires extensive work in excess of the agreed maximum rate shall require prior authorization.

Contractor shall provide County with a list of staff members who are authorized to provide the aforementioned services.

4. Annual Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the maximum rate of \$35,000.00 per year. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.

5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment, and support staff as required for the performance of this Agreement.

6. Access. Contractor shall coordinate visits to the facilities with the Jail Program Director. Contractor may be provided access to locked locations within the facilities upon approval by the Security Manager.

7. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

8. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals'

fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all such claims arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Northwest Florida Legal Services, Inc.
Attention: W. Douglas White
701 South J Street
Pensacola, Florida 32502

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices

shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

16. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, criminal intelligence information, and criminal investigative information. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall

remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its, County Administrator, authorized to execute same by Board action on the ___ day of _____, 2013, and Northwest Florida Legal Services, Inc., signing by and through its Executive Director, duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/14/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, County Administrator

Witness: _____

Date: _____

Witness: _____

CONTRACTOR:
NORTHWEST FLORIDA LEGAL
SERVICES, INC.

By: [Signature]
W. Douglas White

ATTEST:

By: [Signature]
Corporate Secretary

Date: AUGUST 14, 2013

(SEAL)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4707

County Administrator's Report 13. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Conveyance of a Parcel of Property in the Deerfield Estates Subdivision to Emerald Coast Utilities Authority

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Parcel of Property in the Deerfield Estates Subdivision to Emerald Coast Utilities Authority - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a portion of County-owned property (approximately 0.014 acres) located in the Deerfield Estates Subdivision to Emerald Coast Utilities Authority (ECUA) for a sanitary sewer lift station site:

- A. Approve the conveyance of a portion of County-owned property (approximately 0.014 acres) located in the Deerfield Estates Subdivision to ECUA for a sanitary sewer lift station site; and
- B. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the conveyance without further action of the Board.

BACKGROUND:

Meeting in regular session on December 6, 2012, the Board approved a Memorandum of Agreement between Escambia County, Emerald Coast Utilities Authority (ECUA) and the Deerfield Estates Homeowners' Association, Inc., related to the sanitary sewer collection system within Deerfield Estates Subdivision and the lift station which services that system. The existing lift station is located on a parcel of property which includes a County retention pond. As part of the Memorandum of Agreement, upon completion of the project the County shall convey and ECUA shall accept ownership of the real property on which the lift station is sited, and any improvements on said property.

The sanitary sewer system improvements are now complete and ECUA is requesting the conveyance of the property pursuant to the Memorandum of Agreement. Public Works staff have reviewed this project and have determined that the conveyance of the property for the lift station site to ECUA will not adversely affect the County's retention pond and drainage system.

Board approval is required for the conveyance of this property to ECUA.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed was approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney, on July 23, 2013.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and upon execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to work with ECUA in meeting any requirements.

Attachments

Deed

Memorandum of Agreement

BCC Action 12/06/2012

Aerial Map

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this ____ day of _____, 2013, by 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 (Grantor), and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida, together with any improvements:

See attached Exhibit A (Property).
A portion of Parcel Identification Number 17-1S-31-1000-000-003

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2013 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

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

(SEAL)

This document approved as to form
and legal sufficiency.

By *[Signature]*
Title Asst. County Attorney
Date July 25, 2013

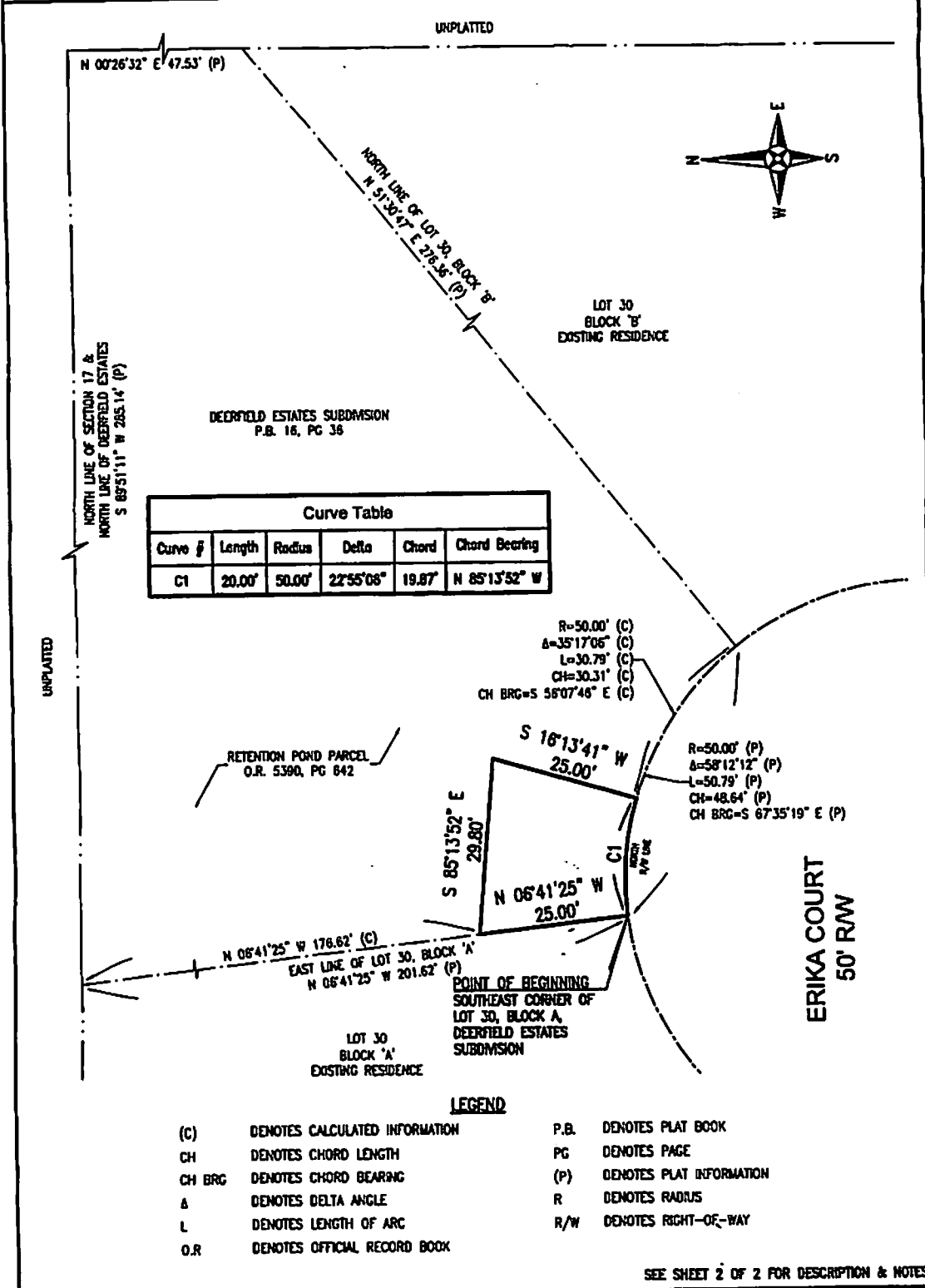
EXHIBIT "A"

RBA
REBOL-BATTLE & ASSOCIATES
 Civil Engineers and Surveyors
 2301 N. Ninth Avenue, Suite 300
 Pensacola, Florida 32503
 Telephone: 904.438.0400 Fax: 904.438.0448
 E8 00009637 LB 1918

SPECIFIC PURPOSE SURVEY

PREPARED FOR: FRANKLIN SCHULTZ & ASSOCIATES
 REQUESTED BY: MS. MERRY-ANNE SCHULTZ

PROJECT:	2010.089
FIELD SURVEY DATE:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBA



Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	20.00'	50.00'	22°55'08"	19.87'	N 85°13'52" W

R=50.00' (C)
 Δ=35°17'08" (C)
 L=30.79' (C)
 CH=30.31' (C)
 CH BRG=S 58°07'48" E (C)

R=50.00' (P)
 Δ=58°12'12" (P)
 L=50.79' (P)
 CH=48.64' (P)
 CH BRG=S 67°35'19" E (P)

- LEGEND**
- (C) DENOTES CALCULATED INFORMATION
 - CH DENOTES CHORD LENGTH
 - CH BRG DENOTES CHORD BEARING
 - Δ DENOTES DELTA ANGLE
 - L DENOTES LENGTH OF ARC
 - O.R. DENOTES OFFICIAL RECORD BOOK
 - P.B. DENOTES PLAT BOOK
 - PG DENOTES PAGE
 - (P) DENOTES PLAT INFORMATION
 - R DENOTES RADIUS
 - R/W DENOTES RIGHT-OF-WAY

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

NO.	BY	DESCRIPTION	DATE

The survey shown hereon was prepared in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 10-17 Florida Administrative Code pursuant to Section 472.027 Florida Statutes to the best of my knowledge and belief.

Mark A. Nobles
 MARK A. NOBLES
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 6211

9/14/11

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CHECKED BY:	MMH
SCALE:	1" = 20'
F.S.:	11-01 PAGE 11-12
DRAWN BY:	CEB
SHEET:	1 OF 2



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850 438 0400 Fax 850 438 0448
ED 00009557 LS 7810

SPECIFIC PURPOSE SURVEY

PREPARED FOR: FOUNTAIN SCHULTZ & ASSOCIATES

REQUESTED BY: MS. KERRY-ANNE SCHULTZ

PROJECT:	2010.080
FIELD SURVEY DATE:	N/A
SECTION:	17
TOWNSHIP:	1 SOUTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

DESCRIPTION:

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

LIFT STATION PARCEL

BEGINNING AT THE SOUTHEAST CORNER OF LOT 30, BLOCK A, DEERFIELD ESTATES SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK (P.B.) 16, PAGE (PG.) 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 08 DEGREES 41 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 30 FOR A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 85 DEGREES 13 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 29.80 FEET; THENCE PROCEED SOUTH 16 DEGREES 13 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 25.00' TO THE NORTH RIGHT OF WAY LINE OF ERIKA COURT (50.0' RIGHT OF WAY), SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 50.00 FEET, DELTA ANGLE 22 DEGREES 55 MINUTES 06 SECONDS, CHORD BEARING NORTH 85 DEGREES 13 MINUTES 52 SECONDS WEST, CHORD DISTANCE 19.87 FEET, THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.014 ACRES OR 609.8 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

1. THIS IS A SPECIFIC PURPOSE SURVEY FOR THE PURPOSE OF PROVIDING A DESCRIPTION OF A NEW PARCEL FOR UTILITY PURPOSES.
2. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF DEERFIELD ESTATES AS RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA SHOWING A BEARING OF NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ERIKA COURT, ADJACENT DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
3. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
4. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
6. VISIBLE UTILITIES ARE AS SHOWN HEREON.
7. VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON.
8. THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST. THE PARENT TRACT DESCRIPTION IS RECORDED AT OFFICIAL RECORD BOOK 5390 AT PAGE 642 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

CHECKED BY:	MAH
SCALE:	1" = 20'
F.S. 11-01	PAGE 11-12
DRAWN BY:	CSO
SHEET:	2 OF 2

Escambia County
Clerk's Original

12/6/2012/CAT 1-1

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA, EMERALD COAST UTILITIES AUTHORITY AND THE DEERFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC. RELATING TO THE SANITARY SEWER SYSTEM IMPROVEMENT PROJECT

Verified By: B. Schurgen
Date: 12/7/2012

THIS AGREEMENT is made on this 6th day of December, 2012, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502; Emerald Coast Utilities Authority, a Local governmental body, corporate and politic of the State of Florida, (hereinafter "ECUA") with administrative offices at 9255 Sturdevant Street, Pensacola, Florida 32514; and Deerfield Estates Homeowners' Association, a not-for-profit corporation authorized to do business in the State of Florida (hereinafter "HOA") with a principal address of 4159 Erika Court, Pensacola, Florida 32526 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, ECUA provides water and wastewater services in certain defined areas in Escambia County, Florida; and

WHEREAS, within the confines of Escambia County, Florida there exists a subdivision known as the Deerfield Estates Subdivision; and

WHEREAS, ECUA provides water service within the Deerfield Estates Subdivision and receives wastewater from that subdivision; and

WHEREAS, the collective owners of real property located within the Deerfield Estates Subdivision comprise the HOA; and

WHEREAS, the HOA owns, operates, and maintains various commonly owned facilities within the Deerfield Estates Subdivision, including but not necessarily limited to the sanitary sewer collection system within the Deerfield Estates Subdivision and the lift station which services that system; and

WHEREAS, the sanitary sewer lift station which services the sanitary sewer collection system within the Deerfield Estates Subdivision is located on real property owned by the County; and

WHEREAS, the sanitary sewer collection system and lift station which services the Deerfield Estates Subdivision is failing and in need of repair and replacement; and

WHEREAS, the sanitary sewer lift station servicing the Deerfield Estates Subdivision is undersized and insufficiently designed to handle the flow which it

receives; and

WHEREAS, the deficiencies and inadequacies of the Deerfield Estates Subdivision's sanitary sewer collection system and lift station have led to sewer overflows in the past; and

WHEREAS, the Parties recognize that such sewer overflows, which have occurred in the past and are highly likely to continue to occur, pose a real and substantial danger to the public health, safety, and welfare;

WHEREAS, the HOA has identified a need to make repairs to the existing sanitary sewer collection system and to construct a new sanitary sewer lift station facility; and

WHEREAS, the County, ECUA, and the HOA are working in partnership to repair the sanitary sewer collection system as well as to reengineer and reconstruct a sanitary sewer lift station facility in the Deerfield Estates Subdivision in order to protect the public health, safety, and welfare; and

WHEREAS, the County is willing to contribute the funds necessary to repair the sanitary sewer collection system as well as to reengineer and reconstruct a sanitary sewer lift station facility in the Deerfield Estates Subdivision; and

WHEREAS, ECUA has agreed to oversee and manage the repairs to the sanitary sewer collection system in the Deerfield Estates Subdivision as well as the construction of a new sanitary sewer lift station facility on the existing site at no cost to ECUA or its ratepayers; and

WHEREAS, the HOA expressly understands and accepts that although the County will provide the funds necessary for the Project, all costs associated with the improvements, including design and engineering costs, will be billed to all affected property owners within the Deerfield Estates Subdivision subsequent to adoption of an ordinance establishing the Deerfield Estates Subdivision's sewage and lift station improvement Municipal Services Benefit Unit (MSBU) and an accompanying MSBU special assessment; and

WHEREAS, the members of the HOA covenant and agree to pay assessments to provide for, among other things, the acquisition, improvement, construction, repair, and maintenance of a sanitary sewer collection system for the benefit of the Subdivision; and

WHEREAS, upon completion of the Project, the County shall convey and ECUA shall accept ownership of the real property on which the lift station is sited and any improvements on said property to ECUA; and

WHEREAS, upon completion of the Project, ECUA shall thereafter own, operate, and maintain the sanitary sewer collection system and lift station; and

WHEREAS, as a result, the County has now determined it is in the best interest of the citizens of Escambia County to enter into this Agreement to participate in the Deerfield Estates Subdivision Sanitary Sewer Lift Station Improvement Project as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Memorandum of Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Deerfield Estates Subdivision Sanitary Sewer System Improvement Project (hereinafter the "Project") as set forth herein.

ARTICLE 2

Responsibilities of Parties

2.1 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, the specifics of which are more particularly defined in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.2 Moreover, upon completion, the County agrees to convey ownership of said real property more particularly described in Exhibit "B" to ECUA. Thereafter, ECUA shall own, operate and maintain said property.

2.3 ECUA agrees to contract with Third Parties, as it deems necessary in its sole discretion, to design, publicly bid, and construct the Project. All such work shall be carried out in a reasonably prompt and diligent manner. As part of the Costs of the Project, ECUA shall also acquire any additionally needed real property necessary for the adequate siting and sizing of the required lift station, as such property is generally described in Exhibit "C" to this Agreement, which is attached hereto and incorporated by referenced herein.

2.4 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project.

Indeed, all Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contract for the construction of the Project; and otherwise adding benefit to the Project through its expertise in sanitary sewer systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will any Party request financial participation on the part of ECUA on the Project.

2.5 Upon completion of the Project, HOA agrees to convey and ECUA shall accept ownership of all Project improvements, as generally described in Exhibit "A", to ECUA, which will consist of the gravity collection system (excluding service laterals), the lift station, and the sewer force main. Thereafter, ECUA shall own, operate, and maintain said facilities.

2.6 Moreover, upon completion of the Project ECUA agrees to take ownership of the Project improvements, as generally described in Exhibit "A", which will consist of the gravity collection system (excluding service laterals), the lift station, and the sewer force main, and said real property described in Exhibit "B" when conveyed by the HOA and by the County, respectively.

2.7 This Agreement, after being properly executed by the parties named herein, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 The HOA expressly understands and accepts that upon adoption of the Ordinance establishing the Deerfield Estates Subdivision Sewage and Lift Station Improvement Municipal Services Benefit Unit (MSBU), all costs associated with the Project, including any design or engineering costs, will be billed as part of the MSBU special assessment to all affected property owners, even if the Project is not completed.

2.9 The HOA shall indemnify and hold harmless ECUA, including its officers, agents and employees from any liability, loss, or damage which ECUA may suffer as a result of any claims, demands, costs or judgments against it, whether arising out of legal, equitable, or administrative proceedings as a result of ECUA's performance under this Agreement. Furthermore, ECUA shall not be liable or responsible for any accident or damage that may occur during the construction of these improvements; instead, HOA shall be the exclusively responsible Party, as between the Parties to this Agreement. Furthermore, any such liability or responsibility of the HOA may also be deemed a Cost of the Project and included in any MSBU special assessment.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within one (1) year from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Five Hundred Forty Seven Thousand Eight Hundred Dollars (\$547,800.00).¹ In the event that ECUA determines that the estimated Costs of the Project will exceed \$547,800 upon the opening of publicly advertised bids for construction of the Project, then any Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post bidding and during the course of construction it is learned that the Costs of the Project will exceed \$547,800, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with HOA responsible for all costs associated with terminating and closing the Project, and in such event HOA shall remain the owner of all improvements made during the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the property and improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Engineering Department
1190 West Leonard Street

¹ This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

Pensacola, Florida 32501

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

ARTICLE 5
Ownership of Improvements and Property

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein but only upon ECUA's acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

5.2 Title to the real property specified in Exhibit "B" shall be conveyed by County to ECUA upon completion of the Project and execution of a Warranty Deed.

5.3 Title to the real property specified in Exhibit "C" shall be acquired directly by ECUA, with all acquisition costs attendant thereto considered part of the Costs of the Project, and title to that real property shall be held by ECUA.

ARTICLE 6
Easements

6.1 The County shall cooperate with ECUA in obtaining such other easements and rights of way as may be required for successful completion of this work.

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible

ARTICLE 8
General Provisions

8.1 **Ownership of Documents:** Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 **Termination:** In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 **Records:** The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

8.4 **Assignment:** This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 **Headings:** Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.6 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

8.7 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings.

References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.
- (b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 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 it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 No Waiver: The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

8.11 Agreement Conditioned Upon MSBU: Any obligation of any Party under this Agreement, other than those contained in paragraph 8.2, is conditioned upon the adoption of an Ordinance establishing the Deerfield Estates Subdivision Sewage and Lift Station Improvement MSBU in an amount to cover all Costs of the Project, with those Costs of the Project billed as part of an MSBU special assessment to all affected property owners.

8.12 All 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, it is agreed that no deviation from the terms 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairperson, duly authorized to execute same by Board action on the 6th day of December, 2012 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same, and Deerfield Estates Homeowners' Association, Inc., by and through its President, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: *Gene M. Valentino*
Gene M. Valentino, Chairman

Date: December 6, 2012

This document approved as to form and legal sufficiency

By: *[Signature]*
Title County Attorney
Date 11/28/12

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized Board.

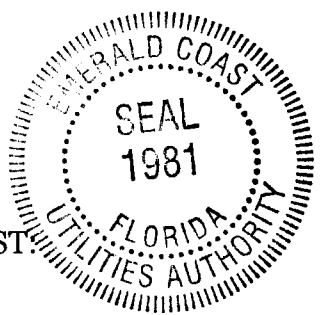
By: *Elvin McCorvey*
Elvin McCorvey, Chairman

Date: November 27, 2012


ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court
By: *Debra Harris*
Deputy Clerk



ATTEST: *[Signature]*
Secretary



**DEERFIELD ESTATES HOMEOWNERS'
ASSOCIATION**, a not for profit corporation,
acting by and through its President.

By:  _____
James Faxlanger, President

ATTEST:

Date: 11/27/12 _____



Corporate Secretary


(Corporate Seal)

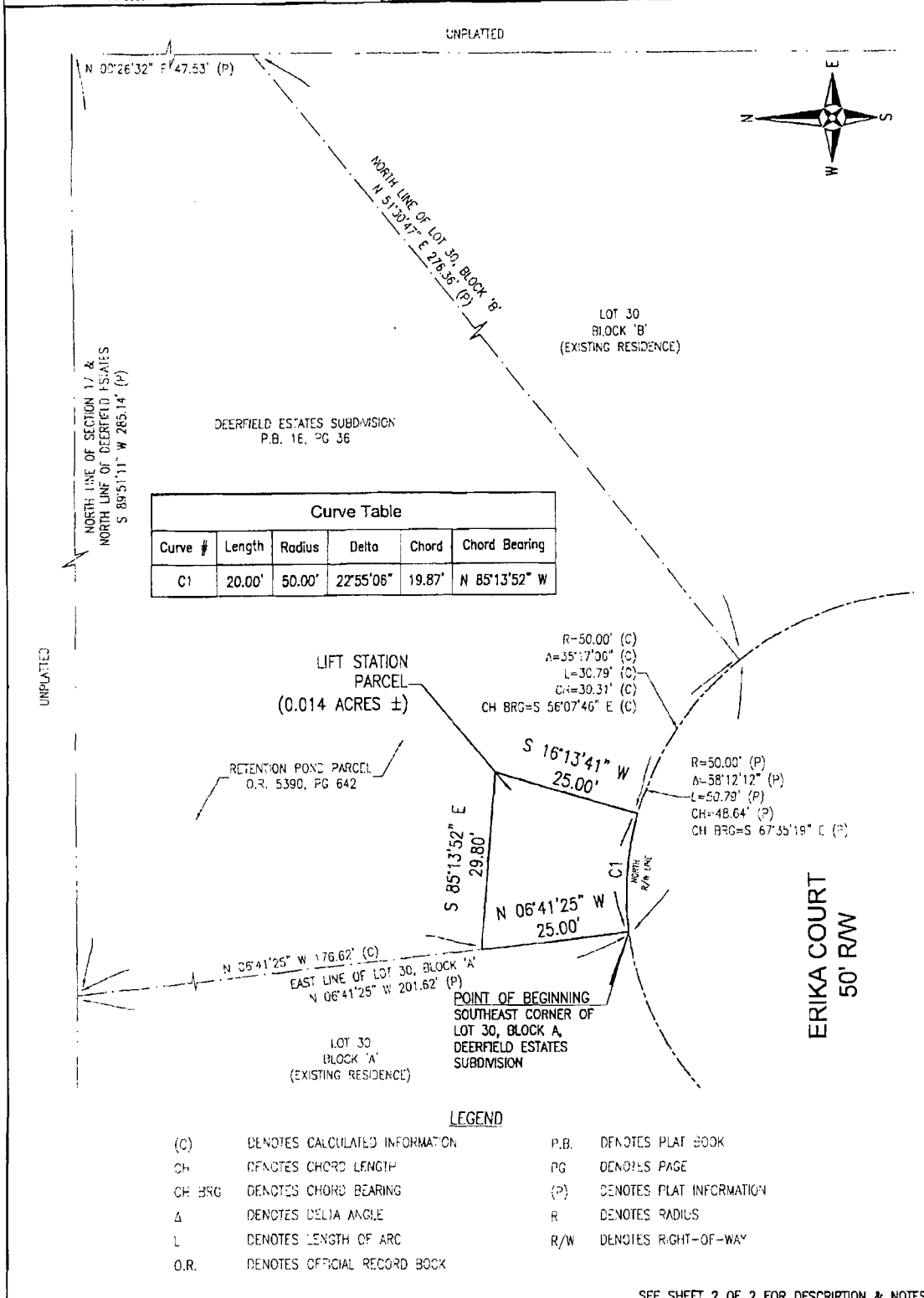
EXHIBIT A

Project work required for Deerfield Estates Sanitary Sewer System Improvement Project:

- Consulting engineering and surveying services
- Acquisition of additional real estate to accommodate lift station site expansion
- Install 3 phase – 480 Volt power from Mobile Hwy to lift station site
- Install new pad mounted transformer to service site
- Install manhole (aka temporary wetwell) near lift station
- Perform trenchless point repairs on gravity collection system
- Install bypass pumping and piping
- Install erosion control measures
- Demolish existing lift station components and clear existing lift station site
- Fill, grade, and compact new lift station site to higher grade
- Installation of retaining wall around new lift station site
- Retrofit of existing wetwell with new lid and hatch
- Install new concrete drive way
- Install concrete paving over new lift station site
- Install new vinyl coated chain link perimeter fence with gates
- Install new wooden privacy fence along west property line of lift station

See also attached Detail Drawing.

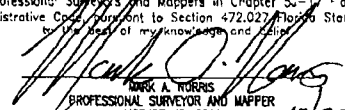
 REBOL-BATTLE & ASSOCIATES Civil Engineers and Surveyors 2301 N. Ninth Avenue, Suite 300 Pensacola, Florida 32503 Telephone 850.438.0400 Fax 850.438.0448 EB 0000957 LB 7916	DESCRIPTION AND SKETCH		PROJECT: 2010.089
	PREPARED FOR: FOUNTAIN, SCHULTZ & ASSOCIATES	REQUESTED BY: MS. KERRY-ANNE SCHULTZ	FIELD SURVEY DATE: N/A
			SECTION: 17
			TOWNSHIP: 1 SOUTH
			RANGE: 31 WEST
			COUNTY: ESCAMBIA




Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	20.00'	50.00'	22°55'06"	19.87'	N 85°13'52" W

- LEGEND**
- | | | | |
|--------|--------------------------------|------|--------------------------|
| (C) | DENOTES CALCULATED INFORMATION | P.B. | DENOTES PLAT BOOK |
| CH | DENOTES CHORD LENGTH | PG | DENOTES PAGE |
| CH BRG | DENOTES CHORD BEARING | (P) | DENOTES PLAT INFORMATION |
| Δ | DENOTES DELTA ANGLE | R | DENOTES RADIUS |
| L | DENOTES LENGTH OF ARC | R/W | DENOTES RIGHT-OF-WAY |
| O.R. | DENOTES OFFICIAL RECORD BOOK | | |

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS				The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 54-11, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes to the best of my knowledge and belief.  MARK A. MORRIS PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. 6211	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	CHECKED BY: MAN
NO.	BY	DESCRIPTION	DATE			SCALE: 1" = 20'
					F.B. 11-01 PAGE 11-12	
					DRAWN BY: CBD	
					SHEET: 1 OF 2	

 REBOL-BATTLE & ASSOCIATES Civil Engineers and Surveyors 2301 N. Ninth Avenue, Suite 300 Pensacola, Florida 92503 Telephone 850.438.0400 Fax 850.438.0446 EB 00009657 LB 7916	DESCRIPTION AND SKETCH	PROJECT: 2010.089
	PREPARED FOR: <u>FOUNTAIN, SCHULTZ & ASSOCIATES</u>	FIELD SURVEY DATE: N/A
REQUESTED BY: <u>MS. KERRY-ANNE SCHULTZ</u>	SECTION: 17	TOWNSHIP: 1 SOUTH
	RANGE: 31 WEST	COUNTY: ESCAMBIA

DESCRIPTION:

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

LIFT STATION PARCEL


BEGINNING AT THE SOUTHEAST CORNER OF LOT 30, BLOCK A, DEERFIELD ESTATES SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 06 DEGREES 41 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 30 FOR A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID EAST LINE PROCEED SOUTH 85 DEGREES 13 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 29.80 FEET; THENCE PROCEED SOUTH 16 DEGREES 13 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 25.00' TO THE NORTH RIGHT OF WAY LINE OF ERIKA COURT (50.0' RIGHT OF WAY), SAID POINT BEING ON A CIRCULAR CURVE BEING CONCAVE SOUTHERLY; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 22 DEGREES 55 MINUTES 06 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 85 DEGREES 13 MINUTES 52 SECONDS WEST, 19.87 FEET, THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

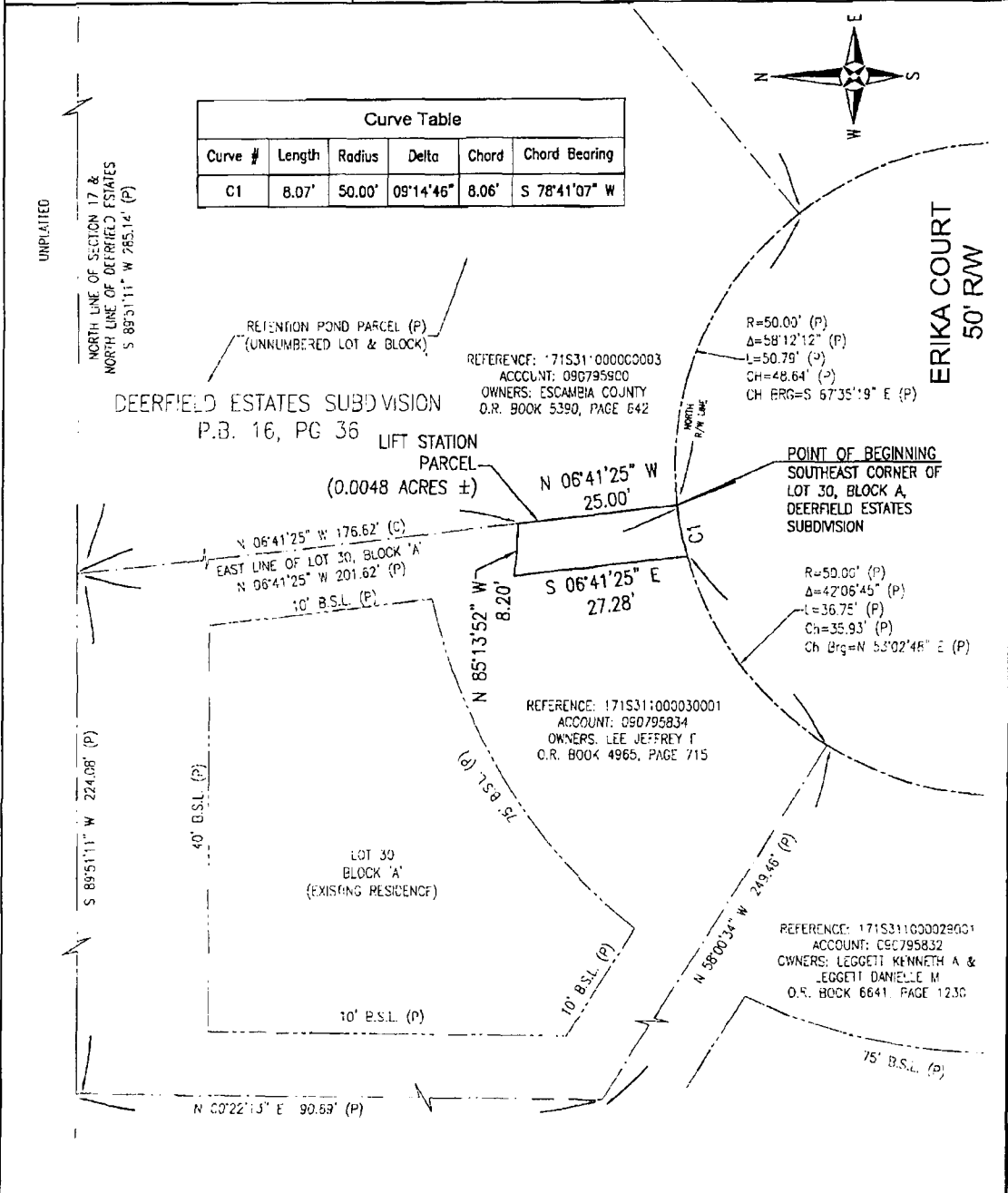
LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 609.8 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF DEERFIELD ESTATES AS RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA HAVING A BEARING OF NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ERIKA COURT, ADJACENT DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST. THE PARENT TRACT DESCRIPTION IS RECORDED AT OFFICIAL RECORD BOOK 4965 AT PAGE 715 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
5. MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL FEET.

CHECKED BY:	MAN
SCALE:	N.T.S.
F.B. 11-01 PAGE	11-12
DRAWN BY:	CBD
SHEET:	2 OF 2

 REBOL-BATTLE & ASSOCIATES Civil Engineers and Surveyors 2301 N. Ninth Avenue, Suite 300 Pensacola, Florida 32503 Telephone 850.438.0400 Fax 850.438.0448 EB 00009657 LB 7916	DESCRIPTION AND SKETCH	PROJECT: 2010.089
	PREPARED FOR: FOUNTAIN, SCHULTZ & ASSOCIATES	FIELD SURVEY DATE: N/A
REQUESTED BY: MS. KERRY-ANNE SCHULTZ	SECTION: 17	TOWNSHIP: 1 SOUTH
	RANGE: 31 WEST	COUNTY: ESCAMBA



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	8.07'	50.00'	09°14'46"	8.06'	S 78°41'07" W

DEERFIELD ESTATES SUBDIVISION
P.B. 16, PG 36

REFERENCE: 171S31100000003
ACCOUNT: 090795900
OWNERS: ESCAMBA COUNTY
O.R. BOOK 5390, PAGE 642

REFERENCE: 171S311000030001
ACCOUNT: 090795834
OWNERS: LEE JEFFREY T
O.R. BOOK 4965, PAGE 715

REFERENCE: 171S311000029001
ACCOUNT: C90795832
OWNERS: LEGGETT KENNETH A & LEGGETT DANIELLE M
O.R. BOOK 6641, PAGE 1230

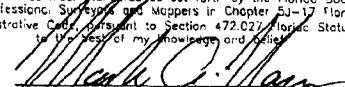
LEGEND

- | | | | |
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| (C) | DENOTES CALCULATED INFORMATION | P.B. | DENOTES PLAT BOOK |
| CH | DENOTES CHORD LENGTH | PG | DENOTES PAGE |
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| Δ | DENOTES DELTA ANGLE | R | DENOTES RADIUS |
| L | DENOTES LENGTH OF ARC | R/W | DENOTES RIGHT-OF-WAY |
| O.R. | DENOTES OFFICIAL RECORD BOOK | B.S.L. | DENOTES BUILDING SET BACK LINE PER PLAT |

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The survey shown hereon was prepared in compliance with the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 2J-17 Florida Administrative Code, pursuant to Section 472.02 Florida Statutes for the best of my knowledge and belief.


MARK A. NORRIS
 PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. 6211

CHECKED BY: MAN


SCALE: 1" = 20'

F.B. 11-01 PAGE 11-12

DRAWN BY: GTP

SHEET: 1 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEALED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

 REBOL-BATTLE & ASSOCIATES Civil Engineers and Surveyors 2301 N. Ninth Avenue, Suite 300 Pensacola, Florida 32503 Telephone 850.438.0400 Fax 850.438.0448 EB 00009657 LG 7916	DESCRIPTION AND SKETCH	PROJECT: 2010.089
	PREPARED FOR: <u>FOUNTAIN, SCHULTZ & ASSOCIATES</u>	FIELD SURVEY DATE: <u>N/A</u>
REQUESTED BY: _____	SECTION: <u>17</u>	TOWNSHIP: <u>1 SOUTH</u>
_____ MS. KERRY-ANNE SCHULTZ	RANGE: <u>31 WEST</u>	COUNTY: <u>ESCAMBIA</u>

DESCRIPTION:

(AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

LIFT STATION PARCEL

BEGINNING AT THE SOUTHEAST CORNER OF LOT 30, BLOCK A, DEERFIELD ESTATES, A SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 06 DEGREES 41 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 30 BLOCK A FOR A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED NORTH 85 DEGREES 13 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 8.20 FEET; THENCE PROCEED SOUTH 06 DEGREES 41 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 27.28 FEET TO A POINT ON A CIRCULAR CURVE BEING CONCAVE SOUTHERLY; SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 09 DEGREES 14 MINUTES 46 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 41 MINUTES 07 SECONDS WEST, 8.06 FEET, THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 8.07 FEET TO THE AFORESAID SOUTHEAST CORNER OF LOT 30 BLOCK A AND THE POINT OF BEGINNING, LYING IN AND BEING A PORTION OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 209.08 SQUARE FEET OR 0.0048 ACRES MORE OR LESS.

GENERAL NOTES:


1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF DEERFIELD ESTATES AS RECORDED IN PLAT BOOK 16, AT PAGE 36, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA HAVING A BEARING OF NORTH 00 DEGREES 22 MINUTES 13 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ERIKA COURT, ADJACENT DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THIS IS A NEW PARCEL SURVEYED PER THE CLIENTS REQUEST. THE PARENT TRACT DESCRIPTION IS RECORDED AT OFFICIAL RECORD BOOK 4963 AT PAGE 715 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
5. MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL FEET.

CHECKED BY:	MAN
SCALE:	N.T.S.
F.B. 11-01	PAGE 11-12
DRAWN BY:	GTP
SHEET:	2 OF 2

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1-2. Approval of Two For Action Items 

Motion made by Commissioner Robertson, seconded by Commissioner Robinson, and carried unanimously, approving For Action Items 1 and 2, as follows:

1. Taking the following action concerning a *Memorandum of Agreement Between Escambia County, Florida, Emerald Coast Utilities Authority and the Deerfield Estates Homeowners' Association, Inc., Relating to the Sanitary Sewer System Improvement Project*:

A. Approving the Memorandum of Agreement between Escambia County, Emerald Coast Utilities Authority (ECUA), and the Deerfield Estates Homeowners' Association, Inc., related to the sanitary sewer collection system within the Deerfield Estates Subdivision and the lift station which services that system; and

B. Authorizing the County to directly reimburse ECUA for all required fencing, in an amount not to exceed \$8,500.

2. Approving a settlement, in the sum of \$12,500, to be paid to Sharmaine Dixon, in exchange for a General Release and Hold Harmless Agreement in favor of Escambia County, Florida.

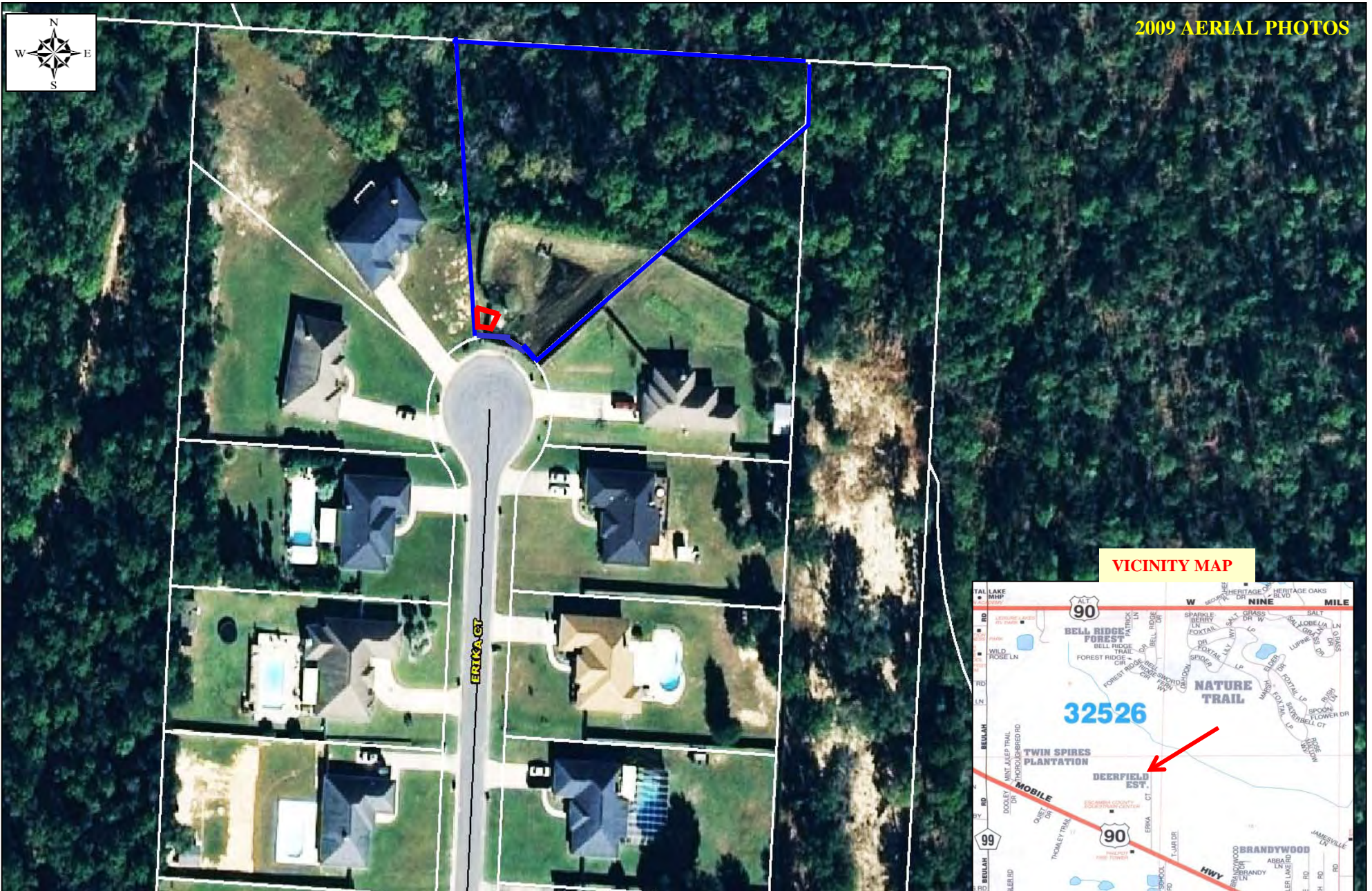
ITEMS ADDED TO THE AGENDA – None.

ANNOUNCEMENTS

1. FOR INFORMATION: The Board witnessed Ray Palmer's presentation, on behalf of Pensacola Sports Association, of a commemorative banner, entitled *NCAA 2011 Soccer Championships, Division II, Pensacola, Florida*, to be displayed at the Escambia County (Ashton) Brosnham Park, and a 2012 Volleyball Championships hand-carved tiki.

PORTION OF COUNTY-OWNED PARCEL TO BE CONVEYED TO ECUA

2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
JCC 07/22/13 DISTRICT 1



COUNTY RETENTION POND PARCEL / DEERFIELD ESTATES S/D



PORTION COUNTY-OWNED PARCEL TO BE CONVEYED TO ECUA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4808

County Administrator's Report 13. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Acquisition of Property for a Multi-Use Facility Located on West DeSoto Street

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Property for a Multi-Use Facility Located on West DeSoto Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize staff to make an offer to Brownsville Assembly of God Church to purchase two parcels of real property (separated by West Gonzales Street), with structures, (totaling approximately 3.81 acres), located on West DeSoto Street, for an agreed upon sales price of \$2,300,000, for a multi-use facility, subject to completion of the due diligence process. The owner has 30 days to accept the offer in writing.

[Funding Source: Fund 352, "LOST III," Cost Center 110267/56201, Project # 13PF2503]

BACKGROUND:

Meeting in regular session on August 8, 2013, the Board of County Commissioners ratified the Board action of the July 18, 2013, Committee of the Whole workshop, to approve proceeding with the purchase of and renovations to the property owned by the Brownsville Assembly of God Church. Staff had two appraisals performed. The first appraisal was performed by Asmar Appraisal Company, dated May 13, 2013, and it placed a value of \$2,990,000 on the subject property. In keeping with Board policy if a property is valued at \$250,000 or more, staff acquired a second appraisal, which was performed by G. Daniel Green & Associates, dated April 29, 2013, and valued the property at \$3,255,000. Staff entered into discussions with Brownsville Assembly of God Church to purchase the appraised property at an agreed upon sales price of \$2,300,000, subject to Board approval and completion of the due diligence process. Board approval is required for staff to make this offer to the owner for \$2,300,000 and to proceed with the acquisition.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 352 "LOST III, Cost Center 110267/56201, Project # 13PF2503.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this 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

BCC Action - 8/8/13

Parcel Information

Appraisal - Asmar

Appraisal - Green

Aerial Map

RESUME OF THE REGULAR BCC MEETING – Continued

CLERK OF COURTS & COMPTROLLER’S REPORT – Continued

- I. CONSENT AGENDA – Continued
2. Continued...
- C. Report of the July 18, 2013, C/W Workshop – Continued

AGENDA NUMBER – Continued

11. Perdido Key Eminent Domain

- A. Board Discussion – The C/W was advised by County Attorney Rogers that because of pending funding and legal issues, this item will be discussed at the August C/W Workshop; and
- B. Board Direction – None.

12. Potential Sites for a Community Center in the Brownsville Area

- A. Board Discussion – The C/W discussed Potential Sites for a Community Center in the Brownsville Area, and was advised by Keith Wilkins, Director, Community & Environment Department, that a facility owned by Brownsville Assembly of God Church has been identified as a viable site for a Brownsville Community Center; and

- B. Board Direction – The C/W recommends that the Board approve proceeding with the purchase of, and renovations to, the property owned by Brownsville Assembly of God Church, relative to Potential Sites for a Community Center in the Brownsville Area.

Recommended 4-0, with Commissioner Valentino absent

(Continued on Page 23)

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information
Reference: 332S301000070003
Account: 063407000
Owners: BROWNSVILLE ASSEMBLY OF GOD
Mail: 3100 W DESOTO ST
 PENSACOLA, FL 32505
Situs: 3100 W DESOTO ST 32505
Use Code: CHURCH
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2012 Certified Roll Assessment
Improvements: \$3,436,853
Land: \$436,607

Total: \$3,873,460
[Save Our Homes:](#) \$0

[Disclaimer](#)

[Amendment 1 Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/2006	5992	43	\$10,000	WD	View Instr
09/2000	4536	255	\$38,000	WD	View Instr
12/1998	4348	46	\$100	QC	View Instr
12/1998	4348	41	\$100	QC	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2012 Certified Roll Exemptions
 RELIGIOUS

Legal Description
 S 130 FT OF LTS 4 5 6 BLK 3
 1ST ADDN WELLES
 BROWNSVILLE PB 1 P 41 OR
 5992 P 43 DB 334 P 189...

Extra Features
 6' CHAINLINK FENCE
 ASPHALT PAVEMENT
 CONCRETE WALKS
 FRAME BUILDING
 FRAME GARAGE
 METAL BUILDING

Parcel Information

[Restore Map](#)

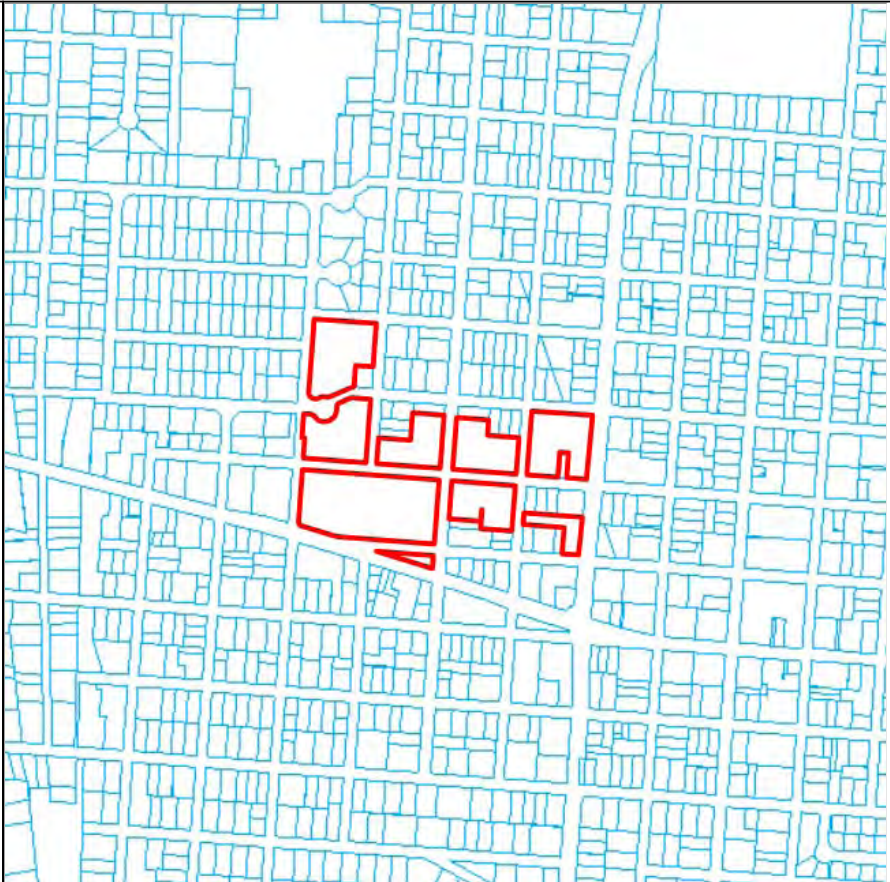
[Launch Interactive Map](#)

Section Map Id:
[CA138](#)

Approx. Acreage:
 15.0500

Zoned:
 C-1
 C-2
 R-3

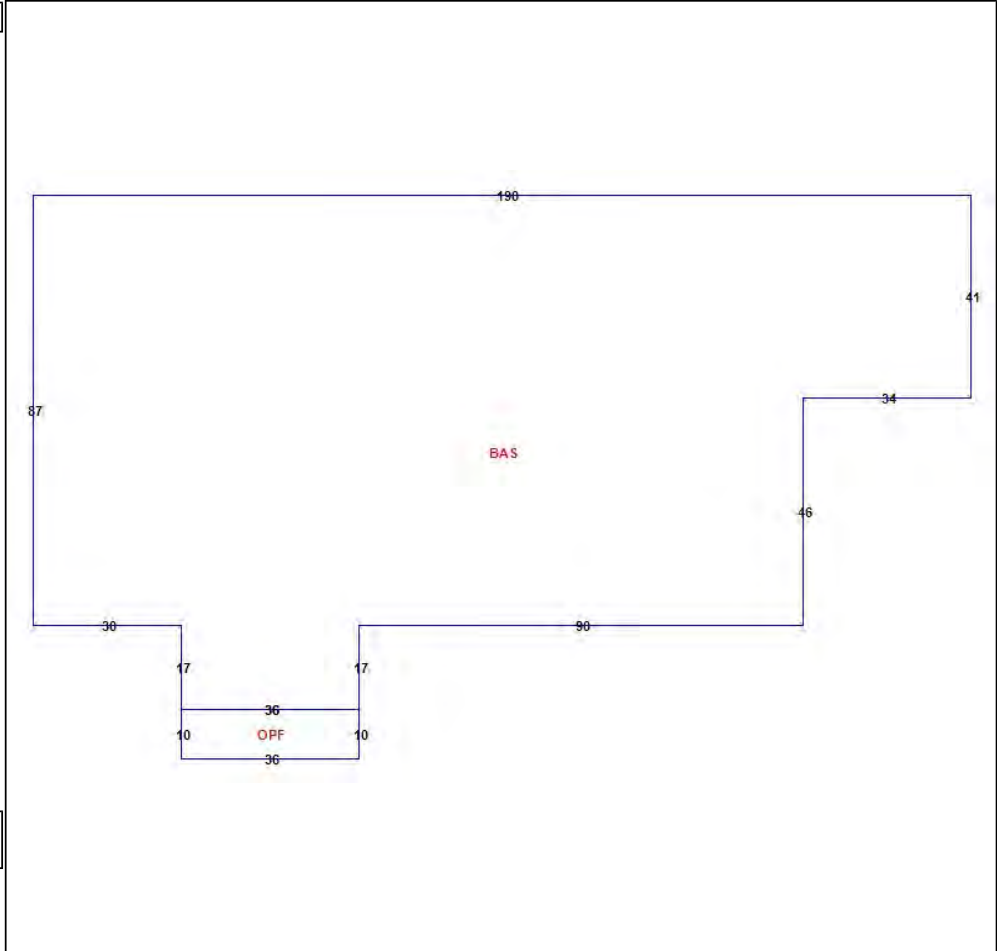
Evacuation & Flood Information
[Open Report](#)



Buildings

Building 1 - Address: 3100 W DESOTO ST, Year Built: 1960, Effective Year: 1960

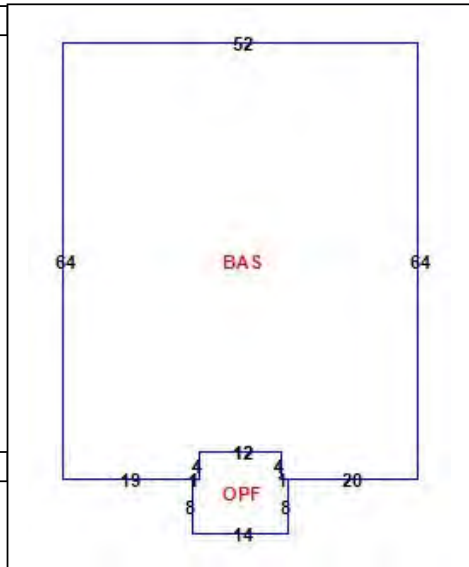
Structural Elements
FOUNDATION-SLAB
ON GRADE
EXTERIOR WALL-
STUCCO OV BLOCK
NO. PLUMBING
FIXTURES-12.00
EXTERIOR WALL-
BRICK-FACE
ROOF FRAMING-
GABLE-HI PITCH
ROOF COVER-
DIMEN/ARCH SHNG
STORY HEIGHT-
12.00
NO. STORIES-1.00
INTERIOR WALL-
PANEL-PLYWOOD
INTERIOR WALL-
DRYWALL-PLASTER
FLOOR COVER-
CARPET
DECOR/MILLWORK-
ABOVE AVERAGE
HEAT/AIR-CENTRAL
H/AC
STRUCTURAL
FRAME- WOOD
BEAMS&COL



Areas - 15938 Total SF
BASE AREA - 15578
OPEN PORCH FIN - 360

Building 2 - Address: , Year Built: 1975, Effective Year: 1975

Structural Elements
FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-BRICK-FACE
NO. PLUMBING FIXTURES-6.00
ROOF FRAMING-GABLE-HI PITCH
ROOF COVER-DIMEN/ARCH SHNG
INTERIOR WALL-PANEL-PLYWOOD
FLOOR COVER-CARPET
NO. STORIES-1.00
DECOR/MILLWORK-ABOVE AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME



Areas - 3440 Total SF
BASE AREA - 3280
OPEN PORCH FIN - 160

Building 3 - Address: , Year Built: 1960, Effective Year: 1960

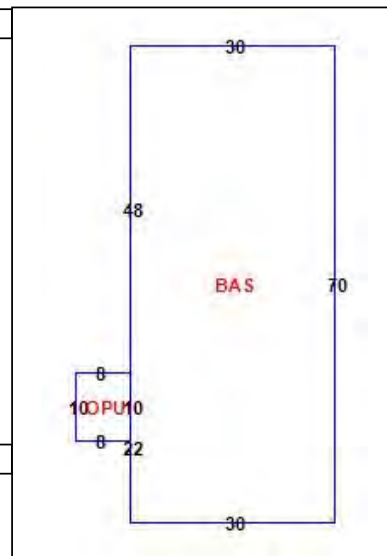
Structural Elements
FOUNDATION-SLAB
ON GRADE
EXTERIOR WALL-
BRICK-FACE
NO. PLUMBING
FIXTURES-12.00
ROOF FRAMING-



Building 8 - Address: 3100 W DESOTO ST, Year Built: 1998, Effective Year: 1998

Structural Elements
FOUNDATION-WOOD/SUB FLOOR
EXTERIOR WALL-SIDING-LAP.AAVG
NO. PLUMBING FIXTURES-4.00
ROOF FRAMING-FLAT/SHED
ROOF COVER-BLT UP ON WOOD
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-CARPET
NO. STORIES-1.00
DECOR/MILLWORK-AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

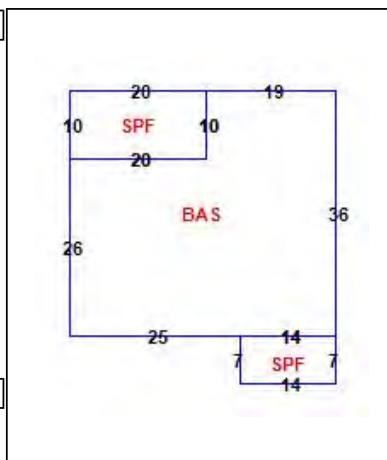
Areas - 2180 Total SF
BASE AREA - 2100
OPEN PORCH UNF - 80



Building 9 - Address: 1014 N X ST, Year Built: 1950, Effective Year: 1950

Structural Elements
FOUNDATION-WOOD/SUB FLOOR
EXTERIOR WALL-SIDING-SHT.AVG.
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-PINE/SOFTWOOD
NO. STORIES-1.00
DECOR/MILLWORK-BELOW AVERAGE
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

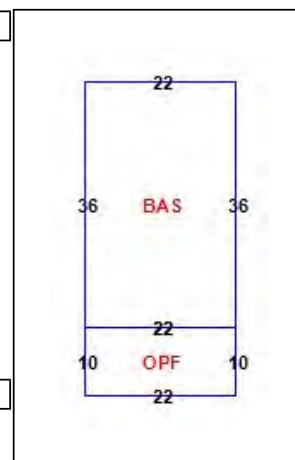
Areas - 1502 Total SF
BASE AREA - 1204
SCRN PORCH FIN - 298



Building 10 - Address: 1017 N Y ST, Year Built: 1940, Effective Year: 1940

Structural Elements
FOUNDATION-WOOD/SUB FLOOR
EXTERIOR WALL-ASBESTOS SIDING
NO. PLUMBING FIXTURES-3.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
FLOOR COVER-HARDWOOD/PARQET
NO. STORIES-1.00
DECOR/MILLWORK-MINIMUM
HEAT/AIR-CENTRAL H/AC
STRUCTURAL FRAME-WOOD FRAME

Areas - 1012 Total SF
BASE AREA - 792
OPEN PORCH FIN - 220



Images



7/31/09



8/7/09



8/7/09



8/7/09



7/31/09



7/31/09

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.

SUMMARY APPRAISAL REPORT
BROWNSVILLE ASSEMBLY OF GOD
FAMILY LIFE CENTER AND ADJACENT UNDEVELOPED LAND
3200 BLOCK W. DESOTO STREET
PENSACOLA, FLORIDA

PREPARED FOR
MR. LARRY GOODWIN
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA, FLORIDA 32505

BY
ASMAR APPRAISAL COMPANY, INC.
3 WEST GARDEN STREET, SUITE 504
PENSACOLA, FLORIDA 32502

ASMAR APPRAISAL COMPANY, INC.



Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565

APPRAISERS & CONSULTANTS

3 WEST GARDEN STREET, SUITE 504
PENSACOLA, FLORIDA 32502
joel@asmarappraisal.com

Telephone (850) 433-7631
Fax (850) 433-7632

May 13, 2013

Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Re: Value-in-Use Appraisal
Brownsville Assembly of God
Family Life Center & Adjacent Land Holding
3200 Block West DeSoto Street
Pensacola, Florida
AAC Job 13-1987

Dear Mr. Goodwin:

Per your request, I have made an inspection of the referenced property for the purpose of providing an opinion of the value-in-use of the real estate as of a current date. Value-in-use can be summarized as the value a specific property has to a specific person or specific firm as opposed to the value to persons, an entity or the market in general.

Based on the information provided, my inspection and valuation analysis, it is my opinion that the value-in-use of this property in fee simple estate, as of the recent date of April 19, 2013, is:

**VALUE-IN-USE OPINION – FEE SIMPLE INTEREST
TWO MILLION NINE HUNDRED NINETY THOUSAND DOLLARS
(\$2,990,000)**

The reader should be aware that this appraisal is directed at the “value-in-use” of the property in its existing specialized use and that this appraisal does not estimate “market value”. It should also be noted that there can be significant disparity between “market value” and “value-in-use”.

This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

Larry Goodwin, Escambia County Public Works Department

May 13, 2013

This is a summary appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the work file.

I appreciate the opportunity to perform this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



Joel J. Asmar, MAI
State-Certified General
Real Estate Appraiser RZ1565

3100 W Desoto Street
Congregational Assembly Building
Pensacola, Florida 32505
Escambia County



G. Daniel Green

& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, FL 32562
tel. 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836
Paula M. Pelezo, St. Cert. Res. REA #RD7497 | Susanne S. Timmons, St. Cert. Res. REA #RD4984
Benjamin F. McDaniel Registered Trainee #RI23426

G. DANIEL GREEN & ASSOCIATES, INC.

Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

Congregational Assembly Building
3100 West Desoto Street, Pensacola
Escambia County, FL, 32505

DATE OF OBSERVATION

April 15, 2013

EFFECTIVE DATE

April 15, 2013

REPORT DATE

April 29, 2013

CLIENT/INTENDED USER

Mr. Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared by:

G. Daniel Green, MAI, SRA

Certified General Real Estate Appraiser RZ836

G. Daniel Green & Associates
103 Baybridge Gulf Breeze, Florida 32562
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

G. Daniel Green

& ASSOCIATES
COMMERCIAL & RESIDENTIAL REAL ESTATE APPRAISERS & ANALYSTS

April 29, 2013

Mr. Larry Goodwin
Escambia County Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Summary Report, Real Estate Appraisal
Congregational Assembly Building
3.7+/- Acre Tract and Improvements
3100 W Desoto Street, Pensacola,
Escambia County, FL, 32505

Dear Mr. Goodwin:

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the "*Value in Use*" of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken; as of the date of April 15, 2013, the date of observation; subject to the attached assumptions and limiting conditions.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the "*Value in Use*" of the fee simple interest in the subject property as of April 15, 2013 is:



103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

gdanielgreen.com

\$155,000

ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS

"AS-IS" VALUE

PARCEL "A"

FEE SIMPLE INTEREST

(EXCLUSIVE OF ANY F, F, & E)

April 15, 2013

\$3,100,000

THREE MILLION ONE HUNDRED THOUSAND DOLLARS

"AS-IS" VALUE

PARCEL "B"

FEE SIMPLE INTEREST

(EXCLUSIVE OF ANY F, F, & E)

April 15, 2013

Exposure Time: The exposure time linked to the final value opinion is an estimate for this property to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing Time at concluded value estimate: The marketing time for the subject property is estimated to be eighteen (18) to twenty four (24) months.

The following is a Summary Appraisal Report utilizing the Cost Approach to value, solely. The Cost Approach is most applicable in properties such as the subject, within the context of a "Value in Use" or specific use of the property, generally with respect to special purpose properties such as the subject. This is the most applicable method, and therefore has been relied upon exclusively in support of a final value opinion. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2012 adopted by the Appraisal Foundation. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of

discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing Education program of The Appraisal Institute.

Due to the current market uncertainty in the US economy, the opinions and conclusions herein are valid as of the effective date of the appraisal only.

In addition to the included assumptions and limiting conditions, the following also apply:

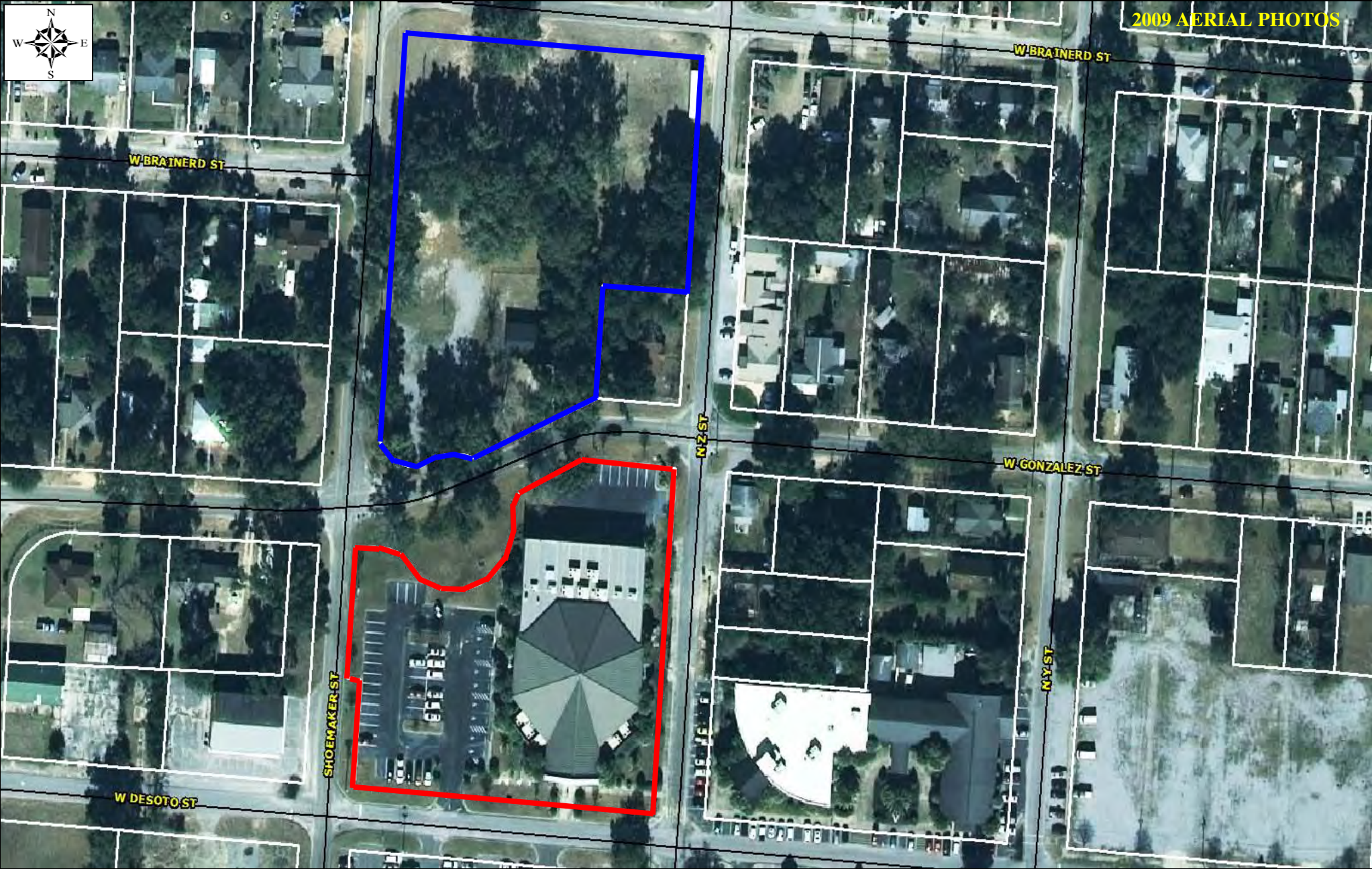
- 1) The subject property is a portion of a larger 15+/- acre parent tract. Based on my calculations, the subject site measures approximately 3.7+/- Acres, more or less bisected by West Gonzalez Street, as more or less a driveway. No survey, nor specific legal description was provided, therefore the area calculation is considered an approximation only, subject to change based on review of a current survey on the subject property. Any significant variation based on a survey of either Parcel "A", or Parcel "B", might have an impact on the opinions and conclusions within this analysis, subject to my review.**
- 2) Building plans were made available. The building incorporates a number of non-square walls, both exterior and interior in nature. Therefore area calculations as provided by the architect, Adams Architectural Associates, Project #960805 have been relied upon, with some confirmation of certain walls during the on-site observation of the property.**
- 3) On-going repairs to the HVAC system were occurring during my observation. It is assumed as an extraordinary assumption of this appraisal, that this repair work shall be completed in a workmanlike manor. Beyond these repairs, the general deferred maintenance noted is included in the effective age determination, since it is inclusive of all elements of depreciation.**

Respectfully submitted,



G. Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser #RZ836

TWO PARCELS OF PROPERTY OWNED BY BROWNSVILLE ASSEMBLY OF GOD / TOTAL ACREAGE = 3.81



 MULTI-MEDIA CENTER FACILITY PARCEL / APPROXIMATELY 1.72 ACRES

 PARCEL LYING NORTH OF MULTI-MEDIA CENTER FACILITY / APPROXIMATELY 2.09 ACRES / HAS OLDER RESIDENTIAL STRUCTURE LOCATED ON IT



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 02/15/13 DISTRICT 3



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4858

County Administrator's Report 13. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Approval of Agreements with Independent Contractors

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Agreements with Independent Contractors Providing General Services for Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with independent contractors providing general services for inmates at the Escambia County Jail:

A. Approve the following Agreements with independent contractors providing general services for inmates at the Escambia County Jail:

1. The Agreement for Barbering Services with Leron Burnett;
 2. The Agreement for Services with Velma Cannon for beautician services;
 3. The Agreement for Services with Yvonne Pelzer for beautician services;
 4. The Agreement for Services with Carolyn Stallworth, M.S.Ed., relating to computer training;
- and
5. The Agreement with Sybil Sahuque relating to the "Captured Art Program"; and

B. Authorize the Chairman to sign the Agreements.

[Funding: Fund 001, General Fund, Detention, Cost Center 290401; Fund 001, General Fund, Library & Social Programs, Cost Center 290403]

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County. As part of this transition, the County must retain the services of qualified contractors to perform essential services for inmates housed in the Jail.

BUDGETARY IMPACT:

Funding: Fund 001; Detention, Cost Center 290401; Fund 001; Library & Social Programs, Cost Center 290403

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements were prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will be responsible for the implementation and the coordination of these agreements.

Attachments

General Services Agreements

AGREEMENT FOR BARBERING SERVICES

THIS AGREEMENT is made this _____ day of _____, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Leron Burnett, a barber duly licensed under Florida law (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain Contractor to provide services as a barber for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a barber for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of \$5.00 per haircut per inmate.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment and administrative support staff as required for the performance of this Agreement. In addition, Contractor agrees to comply with all standard sanitation requirements regarding the disinfection of tools and equipment.

6. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. **Termination.** Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. The County may immediately terminate this Agreement for cause without prior notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. **Indemnification.** Contractor shall save harmless, indemnify and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. **Compliance with Laws and Licensure.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement and any other applicable rules and regulations governing the practice of the Contractor's trade. Contractor certifies he is appropriately licensed, certified and/or registered according to the applicable laws and shall present proof of same prior to providing such services.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/20/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, Interim County Administrator

Date: _____

WITNESS

WITNESS

CONTRACTOR:
Leron Burnett

By: [Signature]

Date: 8 Aug 2013

Witness: [Signature]

Witness: [Signature]

Aug 12, 2013

AGREEMENT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"); whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Velma Cannon, a beautician duly licensed under Florida law (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain Contractor to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of \$10.00 per haircut per inmate.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment and administrative support staff as required for the performance of this Agreement. In addition, Contractor agrees to comply with all standard sanitation requirements regarding the disinfection of tools and equipment.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. The County may immediately terminate this Agreement for cause without prior notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall save harmless, indemnify and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws and Licensure. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement and any other applicable rules and regulations governing the practice of the Contractor's trade. Contractor certifies she is appropriately licensed, certified and/or registered according to the applicable laws and shall present proof of same prior to providing such services.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: Kelly [Signature] ACA
Date: 8/26/13

WITNESS

WITNESS

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, Interim County Administrator

Date: _____

CONTRACTOR:
Velma Cannon

By: Velma Cannon [Signature]

Date: 8/5/13

Witness: Jurgenia Meyer [Signature]

Witness: King [Signature]

AGREEMENT FOR SERVICES

THIS AGREEMENT is made this 18 day of August, 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Yvonne Pelzer, a beautician duly licensed under Florida law (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain Contractor to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a beautician for the inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced, County shall pay Contractor at a rate of \$10.00 per haircut per inmate.
5. Facilities and Equipment: It is understood and agreed that the County shall not be obligated to provide Contractor with any facilities, equipment, or administrative support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide such facilities, equipment and administrative support staff as required for the performance of this Agreement. In addition, Contractor agrees to comply with all standard sanitation requirements regarding the disinfection of tools and equipment.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. The County may immediately terminate this Agreement for cause without prior notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall save harmless, indemnify and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws and Licensure. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement and any other applicable rules and regulations governing the practice of the Contractor's trade. Contractor certifies she is appropriately licensed, certified and/or registered according to the applicable laws and shall present proof of same prior to providing such services.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: Kathleen ACH
Date: 8/20/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, Interim County Administrator

Date: _____

WITNESS

WITNESS

CONTRACTOR:
Yvonne Pelzer

By: Yvonne Pelzer

Date: 8/18/2013

Witness: [Signature]

Witness: Reiner Rector

AGREEMENT FOR SERVICES

THIS AGREEMENT is made this 19th day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Carolyn Stallworth, M.S.Ed. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain Contractor to provide instruction for computer training classes for inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services.

Contractor agrees to provide instruction for computer training classes for inmates incarcerated in the Escambia County Central Booking and Detention Facility and the Main Jail Facility. Student inmates will be instructed on up-to-date Microsoft Windows computer labs using the following software packages: Microsoft Windows; Microsoft Office 2010; and/or Adobe CS4 Premium. Contractor shall also maintain accurate attendance records, provide proficiency of completion certificates to qualified recipients, and prepare student inmates for the workforce.

Class sessions shall be held four times per week (Monday through Thursday) for 4.5 hours per session from 1:00 p.m. until 5:30 p.m. or as determined by Detention Center Operations. Female inmate classes shall be held on Monday and Wednesday and male inmate classes shall be held on Tuesday and Thursday with a maximum of 10 student inmates per session.

Total class time for all class sessions shall not exceed 20 hours per week, to consist of 1 hour of planning time for each class and 9 hours of Instructional time for each group (male/female) of inmates.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of \$25.00 per hour up to a maximum of \$26,000 per year (1,040 hours).

5. Facilities and Equipment: It is understood and agreed that the County shall provide essential equipment and supplies for the inmate training classes. The Contractor shall otherwise bear responsibility, at the Contractor's sole cost and expense, to provide any such additional facilities, equipment and administrative support staff as required for the performance of this Agreement.

6. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

7. Termination. Either party may terminate this Agreement prior to expiration of the term without cause upon 30 days written notice to the other party. The County may immediately terminate this Agreement for cause without prior notice to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. Contractor shall save harmless, indemnify and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, processes or data of any other kind. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

13. Compliance with Laws and Licensure. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement and any other applicable rules and regulations governing the practice of the Contractor's trade. Contractor certifies she is appropriately licensed, certified and/or registered according to the applicable laws and shall present proof of same prior to providing such services.

14. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: K. H. / ACA
Date: 8/26/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, Interim County Administrator

Date: _____

WITNESS

WITNESS

CONTRACTOR:

Witness: Larry D. Stallworth By: Carolyn Stallworth
Carolyn Stallworth, M.S.Ed.

Witness: Kedward R. McCamy Date: 8/19/13

AGREEMENT

THIS AGREEMENT is made this 19th day of August, 2013 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Sybil Sahuque (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County has instituted an inmate art program for inmates at the Escambia County Central Booking and Detention Facility and the Main Jail Facility, hereinafter referred to as the "Captured Art Program"; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify the terms whereby selected pieces of inmate artwork produced as part of the Captured Art Program may be displayed and sold at local art shows and festivals.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Service. From time to time, Contractor agrees to take selected pieces of inmate artwork produced as part of the Captured Art Program to local art shows and festivals where they may be displayed and sold to the general public.
4. Fee. In exchange for Contractor's service referenced herein, County shall pay Contractor a fee equal to forty percent (40%) of the total gross sales for all inmate artwork sold as part of the Captured Art Program.
5. Method of Billing. Contractor shall submit invoices to the County for reconciliation and settlement on a monthly basis. Invoices shall reflect the items sold, total gross sales, names/addresses of purchasers, and amount due and owing for Contractor's fee, along with any appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. Either party may terminate this Agreement with or without cause upon 30 days written notice to the other party.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

8. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

9. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

10. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

11. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

12. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/26/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, County Administrator

Witness: _____

Date: _____

Witness: _____

CONTRACTOR:

By: [Signature]
Sybil Sahuque

Witness: [Signature]

Date: 19 August 2013

Witness: [Signature]



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4859

County Administrator's Report 13. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Approval of Cooperative Agreement with the Escambia County School Board

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Cooperative Agreement with the Escambia County School Board Relating to Educational Services for Juvenile Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Cooperative Agreement between the School Board of Escambia County, Florida, and Escambia County, Florida, relating to educational services for juvenile inmates at the Escambia County Jail:

A. Approve, subject to Legal sign-off, the final Cooperative Agreement with the Escambia County School Board; and

B. Authorize the Chairman to sign the final Agreement, subject to Legal sign-off.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. This Agreement will set forth the terms and conditions whereby the parties shall cooperatively provide educational services for juvenile inmates housed in the Jail.

BUDGETARY IMPACT:

Funding: Fund 111; Inmate Commissary, Cost Center 290406

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

School Board Co Op Contract

COOPERATIVE AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made by and between the School Board of Escambia County, Florida (hereinafter referred to as "School Board" or "School District") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County" and/or "Escambia County Jail").

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. PURPOSE

The School Board and the County are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of children and youth served in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these children and youth, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School Board and the County hereby pledge to develop and support joint program initiatives that will facilitate the most effective and efficient delivery of services for children and youth served in incarcerated settings.

The purpose of this Agreement is to ensure that in the implementation of applicable provisions of Florida's statutes and rules, the School Board of Escambia County, Florida is the responsible agency and exercises general authority over all education programs within the County.

This Agreement also ensures that the School Board and the County shall cooperatively plan for the provision of education and social services to all children and youth who are eligible and in need of such services.

II. ENABLING LEGISLATION

This Agreement assures compliance with Florida Statutes and rules, and federal laws, including the following:

- A. 1003.53, F.S., Dropout Prevention and academic intervention
- B. 1003.21, F.S., School Attendance
- C. 402.22, F.S., Students in Residential Programs
- D. 1001.42, F.S., Powers and duties of district School Board

- E. 1000.21, F.S., Systemwide definitions
- F. 1011.60-1011.77, F.S., Funding for School Districts
- G. No Child Left Behind Act of 2001

III. INTER/INTRA-AGENCY LINKAGES

- A. The County and the School District are mutually committed to cooperate in the development of programs designed to provide a comprehensive system of care that meets the health, educational, vocational, social, and mental health needs of children and youth served by both agencies.
- B. The County and the School District will work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. The County and the School District will work to ensure jail staff members acknowledge, respect, and abide by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by Jail staff.
- D. The County and the School District will strive for continuity and coordination of services across residential, educational, and treatment programs. Examples are as follows:
 - 1. Establish a single intake procedure conducted by facility and school staff to reduce duplicated efforts.
 - 2. Establish procedures for staff from both agencies to meet on a regular basis to plan, monitor, and evaluate student comprehensive developmental plans and progress.
 - 3. Establish mutual agreement on any new program to be developed within the scope of the educational program provided by the local School District.

IV. ROLES AND RESPONSIBILITIES

The County and the School District agree that stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. Mutual Responsibilities

The agencies mutually agree to the following:

- 1. Assign staff to meet regularly and exchange pertinent information regarding agency regulations and policies.
- 2. Conduct joint facility needs assessments, planning, implementation, and evaluation activities.

3. Share the responsibility for addressing needs identified in facility Quality Assurance Reports.
4. Encourage local staff and parent participation in planning, program development and staffing.
5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.
8. Disseminate this Agreement to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the Agreement.
9. Develop a process whereby the County will periodically notify the School District of all persons assigned to the Jail facility by providing appropriate staff a complete alphabetical roster with age, and a separate alphabetical roster of all persons twenty-two (22) years old and younger assigned to the facility.

B. Responsibilities of Escambia County Jail

To implement these policies, Florida Statutes and Federal Laws, the County, in the provision of educational services to children and youth in incarcerated settings, the Escambia County Jail shall:

1. Receive technical assistance from the School District regarding the development and implementation of any rules/policies developed by the School District pertaining to the provision of educational programs for students in the Escambia County Jail or Escambia County Jail facilities consistent with state and federal laws, rules, and regulations.
2. Receive and utilize information regarding educational best practices for students in the Escambia County Jail or Escambia County Jail's supported facilities disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Exceptional Education and Student Services.
3. Establish procedures for informing the School District of projected or new facilities being placed within the School District's boundaries.
4. Participate and assist in the monitoring and evaluation of programs for students served in Escambia County Jail settings to ensure compliance with applicable state and federal laws, rules, regulations.
5. Develop transition plans for students exiting an Escambia County Jail facility, involving a representative of the School District in planning the student's next

placement. The transition plan shall be jointly developed and documented by the Escambia County Jail and the School District.

C. Responsibilities of the School Board of Escambia County, Florida

To implement this Agreement the School District shall:

1. Provide technical assistance in the development and implementation of any rules/policies developed by the County pertaining to the provision of educational programs.
2. Disseminate information about and assist in the development and adoption of promising educational practices for students in Escambia County Jail facilities.
3. Coordinate activities for the identification, location and evaluation of all children served in educational programs in Escambia County Jail settings.
4. Provide general supervision of educational services through:
 - a. Review of the procedures documents for providing education programs to determine compliance with provisions of this Agreement and applicable State Board of Education rules.
 - b. Monitor and evaluate education programs provided by or through Escambia County Jail facilities for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.
5. Provide technical assistance to the Escambia County Jail in the development, coordination and review of personnel training needs for staff responsible for providing education and related services to students in Escambia County Jail facilities.
6. Develop and participate in a School District/Escambia County Jail Workgroup. The Workgroup shall be charged with the following responsibilities:
 - a. Provide a liaison network between the two agencies.
 - b. Monitor the implementation of this Agreement.
 - c. Receive and review questions concerning apparent conflicts in agencies' regulations/policies and practices and recommend resolution.
 - d. Provide for the regular exchange of agency information.

V. ADMINISTRATIVE PROCEDURES

A. Timelines

This Cooperative Agreement shall become effective with the signature of the Chairman of the School Board and the Chairman of the Escambia County Board of County Commissioners and will continue from year to year unless responsible individuals notify the others in writing that the Cooperative Agreement will be revised or terminated. This Agreement will be reviewed annually and may be amended by the written request of either agency. Any proposed amendments or modifications shall be submitted by either party at least thirty (30) days prior to formal discussion or negotiation on the issue. Any amendments must be agreed to by each agency head or the duly authorized representatives of both parties.

B. Confidentiality

Each agency shall protect the rights of students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this Agreement to ensure that parents, students and clients have the rights of access, rights of challenge and the rights of privacy with respect to records and reports and that applicable laws and regulations for this right shall be strictly adhered to.

VI. ALLOCATION OF RESOURCES

So that the mutually agreed-on objectives of this Agreement can be adequately met, resources from the School District and the Escambia County Jail will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to:

1. Maintain responsibility and make final decisions relative to student care, to include security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services and supervision of youth when not in the education program.
2. Provide facilities, including utilities and maintenance, to house the educational program and provide reasonable protection of school district property assigned to the facility.

B. The School Board of Escambia County, Florida agrees to:

1. Provide a free appropriate public education, including but not limited to academic, vocational, and exceptional student education services for students five (5) through twenty-two (22) years of age consistent with all state and federal rules, regulations and laws.
2. Purchase and maintain materials, equipment and supplies used in the students' educational program.

VII. AGENCY REPRESENTATIVES

School District Representative:

Vickie Mathis, Director
Department of Alternative Education

Escambia County:

Commander Brett Whitlock
Detention Commander
850-436-9425

VIII. INTERAGENCY DISPUTES

In instances of interagency conflict, differences shall be resolved in accordance with the following procedures:

A. Mediation or Conflict Resolutions Procedures

1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.
3. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
5. Upon resolution of the conflict, a joint communiqué will be developed and disseminated by each agency head.

B. Administrative Procedures

Should further action be required, agency heads will request an administrative hearing consistent with the procedures in s. 120.57, F.S., the Administrative Procedures Act. The resolution of all conflicting issues that arise while this Agreement is in effect will be resolved at the lowest level possible.

IX. ASSESSMENT

The parties shall:

1. Develop an integrated assessment process to ensure that all youth are evaluated for the purpose of determining the most appropriate educational, residential and treatment programs.
2. Collaboratively define assessment protocols for intake and educational services.

X. CURRICULUM, INSTRUCTION AND EDUCATIONAL PLANNING

The parties agree:

1. To integrate the education, treatment, and residential programs.
2. That educational service will follow a defined curriculum appropriate to the student's age and cultural background.
3. Instructional delivery methods are appropriate for the target population.
4. Pretest and posttest measures for content areas are available and utilized.
5. All youth have an individually prescribed integrated treatment/education plan.
6. To provide educational services year round using summer school or other district-approved schedules.

XI. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties agree:

1. To a written discipline plan for the educational and treatment programs agreed to by the Director of Detention and the Director of Exceptional Student Education.
2. To specify procedures for out-of-control students and class attendance in each facility's operation manual.

XII. CERTIFICATION LICENSURE AND STAFF DEVELOPMENT

The parties agree:

1. Those professionals serving students shall be appropriately certified by Florida law or by position qualifications.
2. To the extent possible, the tentative assignment of instructional personnel to the facility will be discussed with the facility Director prior to making the assignment final.
3. Pre-service, in-service and staff development programs will be joint efforts and cooperatively developed and provided.

XIII. TRANSITION

Transition is the driving force behind the youth performance contract and educational plan with emphasis placed on change as opposed to compliance. The goal is that what the student learns at the facility is solidified so that he or she may effectively transition to home, school and community. The

County and the School District agree to coordinate the preparation and planning for student movement in and between programs.

- A. A specific transition program is in place at the facility and in the school system.
- B. A transition plan is developed for each of the clients/students on admission to the program, is incorporated into the performance contract and is reviewed on a regular basis.
- C. Transition planning involves educational, facility and reentry staff in addition to representatives from outside agencies and/or programs.

XIV. TERM

This Agreement shall be in effect from October 1, 2013 to June 30, 2014.

XV. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event of litigation regarding this Agreement, the parties agree that jurisdiction and venue shall lie in the Courts of Escambia County, Florida.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

ESCAMBIA COUNTY, FLORIDA

By/Title: _____
Date: _____

By: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Gene M. Valentino, Chairman

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

THE SCHOOL BOARD OF ESCAMBIA COUNTY,
FLORIDA

By: _____
Jeff Bergosh, Chair

Date: _____

ATTEST:

By: _____
Malcolm Thomas, Superintendent

This document approved as to form and legal sufficiency

By: Justin Hual

Title: AGC Page 8 of 8

Date: 8/23/13



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4860

County Administrator's Report 13. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Approval of Subscription Agreement with Advent Financial Systems, LLC

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of a Subscription Agreement with Advent Financial Systems, LLC, Relating to the PayMyJailer Program for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning a Subscription Agreement with Advent Financial Systems, LLC, relating to the PayMyJailer Program for the Escambia County Jail:

- A. Approve the Agreement with Advent Financial Systems, LLC; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 001, Detention, Cost Centers 290401 and 290403]

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. The "Pay My Jailer" Program is a billing/payment collection service for the recovery of fees owed by inmates detained at the Jail. The cost to maintain the service is deducted monthly as a percentage of any funds recovered.

BUDGETARY IMPACT:

Funding: Fund 001; Detention, Cost Center 290401;290403

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will be responsible for the implementation and the coordination of this agreement.

Attachments

Advent Financial Systems Contract

Subscription Agreement

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013, by and between Advent Financial Systems, LLC, a Kentucky limited liability company, 2927 Ring Road, Elizabethtown, Kentucky 42701 ("Advent"), and Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Advent owns and maintains a program designed to aid Jailers with billing and payment channels; and

WHEREAS, PayMyJailer programs are available online; and

WHEREAS, Subscriber desires to subscribe to and avail itself of the PayMyJailer program.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein provided, the parties agree as follows:

1. License Grant & Restrictions

Advent hereby grants to Subscriber a non-exclusive, non-transferable, right to use the Service, solely for the Subscriber's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Subscriber are reserved by Advent and its licensors.

Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any of its content in any way; (ii) modify or make derivative works based upon the Service or its content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. The Subscriber will be authorized to grant User licenses to employees and authorized personnel, the number of which is established in **Exhibit A**. Such User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

Subscriber may use the Service only for its internal purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or

performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2. Fees

All fees are disclosed in the Exhibit A, which is attached hereto and made a part of this Agreement. All fees, charges and billing terms are confidential, and Subscriber will not disclose same to any third party, except to its accountants for audit purposes or as may be required to be disclosed to any authorized regulatory agency or as required by law.

3. Privacy & Security; Disclosure

Advent Financial Systems respects your privacy. Advent utilizes 128 bit encryption and maintains a secure socket layer (SSL) certificate to protect the integrity of Subscriber information. Information may be released when legally required or permitted in connection with litigation, fraud investigation, or in affiliation with business sales or purchases. Advent reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Advent will notify all users of the Service, via e-mail, of important announcements regarding the operation of the Service. Subscriber agrees that Advent can disclose that Subscriber uses the Service and can disclose which edition of the Service that Subscriber is currently using.

4. Subscriber's Responsibilities

Subscriber agrees to provide Advent with certain of Subscriber's delinquent accounts. Once an item is assigned to Advent, Subscriber shall not enter into any payment arrangement or settlement regarding such delinquent account without written consent from Advent unless the delinquent account holder is re-incarcerated in the facility and the Subscriber is able to recover funds found on their person or deposited in the inmate trust fund. In the event this occurs, Advent does not require the Subscriber to recover Advent's administrative fee. In the event the detainee voluntarily returns to the facility to pay any outstanding debt, the Subscriber shall then be required to recover Advent's administrative fee.

5. Account Information and Data

Subscriber shall have sole responsibility for the accuracy of any data, information or material that Subscriber submits to the Service in the course of using the Service ("Customer Data"). Subscriber shall be further responsible for the quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Customer Data. Advent shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Upon written request by Subscriber, Advent will provide to Subscriber on an annual basis, all Customer Data in electronic format. In the event this Agreement is terminated (other than by reason of Subscriber's breach), Advent will make available to Subscriber a file of the Customer Data within thirty (30) days of termination if the Subscriber so requests at the time of termination.

6. Intellectual Property Ownership

Advent (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to Advent's technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party relating to the Service. This Agreement is not a sale and does not convey to Subscriber any rights of ownership in or related to the Service, Advent's technology or the Intellectual Property Rights owned by Advent. The Advent name, the Advent logo, and the product names associated with the Service are trademarks of Advent or third parties, and no right or license is granted to use them.

7. Termination

This agreement is for a one year term and may be renewed for additional one year terms unless terminated pursuant to this agreement. The Subscriber may terminate this agreement, with or without cause, by providing 60 days' notice to Advent. Notice of Termination pursuant to this agreement can be effected by providing a written notice of intent to terminate this agreement to Advent's agent at the address specified in this agreement.

8. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Advent represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Advent help documentation under normal use and circumstances. Advent represents that it is bonded with a good and reliable insurance company for coverage up to \$150,000. Subscriber represents and warrants that Subscriber has not falsely identified itself nor provided any false information to gain access to the Service and that the billing information is correct.

9. Internet Delays

Advent's Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Advent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

10. Governing Law; Remedies

This Agreement shall be governed by Florida law and controlling United States federal law, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the Courts of Escambia County, Florida.

11. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Subscriber and its users acknowledge and agree that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated National or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Subscriber agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

12. Modification to Terms

Any modification of terms must be agreed to by both parties in writing.

13. Assignment; Change in Control

This Agreement may be assigned by the Subscriber to a successor Subscriber, whether appointed or elected. This Agreement may not be assigned by Advent without the written consent of the Subscriber.

14. Liability Insurance

Advent must, at Advent's cost, obtain and maintain during the term of this agreement a comprehensive general liability insurance policy in limits of not less than \$1,000,000 for any one claim arising from Advent's service pursuant to this agreement. All insurance to be carried by Advent shall be written by an insurance company carrying a Best's rating of "A" or better. Advent must provide acceptable certificates of insurance to the Sheriff prior to the Effective Date of this agreement. Advent must require that its insurer provide no less than thirty (30) days prior written notice to Sheriff before any of Advent's policies are terminated, cancelled or modified.

15. Compliance with Florida and Federal Law

Advent hereby warrants that it will provide all services pursuant to this agreement in full and complete compliance with any and all Florida and/or Federal laws and/or regulations that may be applicable to Advent's service, including, but not limited to: the Fair Credit Reporting Act; the Fair Debt Collection Practices Act; Florida and Federal law

applicable to maximum interest rates and usury; and any other laws or regulations that apply to Advent's services.

16. Hold Harmless Provision

Advent shall indemnify the Subscriber and shall remain solely responsible for all litigation, losses, and costs that are related to Advent's services to the Subscriber pursuant to this Agreement. Advent shall hold the Subscriber, and its officers, agents and employees, harmless against any and all claims arising from Advent's services pursuant to this Agreement, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon. Upon notice from the Subscriber, Advent shall defend against any such action or proceeding. The Subscriber agrees to cooperate with Advent in the defense of any such action or claim.

17. Cooperation in the Defense of Claims

Neither Advent nor the Subscriber shall waive, release, or otherwise forfeit any defense which the other party may have regarding claims arising from or made in connection with this agreement. Advent and the Subscriber shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law.

18. Miscellaneous

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

No joint venture, partnership, employment, or agency relationship exists between Subscriber and Advent as a result of this agreement or use of the Service. The failure of Advent to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Advent in writing.

The parties hereto shall be exclusively liable for loss resulting from its torts or torts of its employees acting within the scope of their employment. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties. Nothing herein is intended to serve as a waiver of sovereign immunity by the Subscriber and nothing herein shall be construed as consent by the Subscriber to be sued by third parties in any matter arising out of this Agreement.

This Agreement comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

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

By: _____
Gene M. Valentino, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: K. H. G. ACH
Date: 8/29/13

ADVENT FINANCIAL SYSTEMS, LLC

By: _____

Witness: _____

Date: _____

Witness: _____

EXHIBIT A

SUBSCRIPTION & FEE SCHEDULE

Advent Financial Systems, LLC Services

- **PayMyJailer**
Online application to manage an indigent, fee recovery program initiated by a Detention Center.
 - **Includes:**
 - Monthly subscription to application
 - 5 User licenses/ID's
 - Printing and mailing of letters and deposit slips
 - Bank relationship management
 - Printing and mailing of checks for recovered funds to jailer
 - Balancing and remittance of funds
 - Maintenance and security
 - Automated updates as available
 - Data formatted to be accepted by Collections agency or other entity
 - **Recovery Fee¹** **\$25.00**
 - **Deposit Fee Schedule¹**
 - **Setup** **\$15.00**
 - **Payment Plan Deposits** **\$5.00**

The Detention Center will not be invoiced. PayMyJailer's fees will be withdrawn from the recovered funds.

1 – Recovery and Deposit Fee is determined by each fee that is successfully recovered using PayMyJailer. All fees are assessed to the former Detainee



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4865

County Administrator's Report 13. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Approval of Agreements with Independent Contractors

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Agreements with Independent Contractors Providing Medical Services for Inmates at the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning Agreements with independent contractors providing medical services for inmates at the Escambia County Jail:

A. Approve the following Agreements with independent contractors providing medical services for inmates at the Escambia County Jail:

1. The Agreement for Advanced Registered Nurse Practitioner Services (ARNP) with Tammy Jernigan, ARNP;
2. The Agreement for Advanced Registered Nurse Practitioner Services with Iris Demarcus Tatom, ARNP;
3. The Agreement for General Dental Services with Chris W. Jones, D.M.D.;
4. The Agreement for Psychiatric Services with Lawrence Edward Mobley, M.D.; and
5. The Letter of Agreement with Barbara H. Wade, M.D.; and

B. Authorize the Chairman to sign the Agreements.

[Funding: Fund 001, Medical, Cost Center 290402]

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. As part of this transition, the County must retain the services of qualified medical providers to perform necessary treatment for inmates housed in the Jail.

BUDGETARY IMPACT:

Funding: Fund 001; Medical, Cost Center 290402

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements were prepared by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will be responsible for the implementation and the coordination of these agreements.

Attachments

Agreements for Medical Services

**AGREEMENT FOR ADVANCED REGISTERED
NURSE PRACTITIONER SERVICES**

THIS AGREEMENT is made this 9 day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Tammy Jernigan, ARNP (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain the services of the Contractor as an Advanced Registered Nurse Practitioner (ARNP) for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Scope of Services.** Contractor agrees to provide ARNP services at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Nursing.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$50.00 per hour for services rendered and \$50 per day for 24/7 on-call coverage plus \$12.50 per patient for any services rendered during on-call coverage. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.

5. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. **Termination.** Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. **Insurance.** During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/29/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, County Administrator

Witness: _____

Date: _____

Witness: _____

CONTRACTOR:

By: [Signature]
Tammy Jernigan, ARNP

Witness: [Signature]

Date: 8/9/13

Witness: Jodie Clements

HOWARD UNIVERSITY LIBRARY
1000 MICHIGAN ST
WASHINGTON DC 20004

**AGREEMENT FOR ADVANCED REGISTERED
NURSE PRACTITIONER SERVICES**

THIS AGREEMENT is made this 8 day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Iris Demarcus Tatom, ARNP (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain the services of the Contractor as an Advanced Registered Nurse Practitioner (ARNP) for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide ARNP services at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Nursing.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$50.00 per hour for services rendered and \$50 per day for 24/7 on-call coverage plus \$12.50 per patient for any services rendered during on-call coverage. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.

5. **Method of Billing.** Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. **Termination.** Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. **Insurance.** During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by

Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/20/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, County Administrator

Witness: _____

Date: _____

Witness: _____

CONTRACTOR:

By: Iris D. Tatom, ARNP
Iris Demarcus Tatom, ARNP

Witness: [Signature]

Date: August 8, 2013

Witness: [Signature]

AGREEMENT FOR GENERAL DENTAL SERVICES

THIS AGREEMENT is made this 14th day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Chris W. Jones, D.M.D. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain the services of the Contractor as a Dentist for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of one (1) year with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide general dental services at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis up to a maximum of twenty (20) hours per week. Contractor affirms he/she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Dentistry.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$75.00 per hour for services rendered. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved

expenses with appropriate supporting documentation. The County agrees it shall make its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. **Termination.** Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. **Insurance.** During the term of this Agreement, County shall include Contractor as an insured under the County's group medical malpractice insurance policy for services rendered pursuant to this agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/26/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, County Administrator

Witness: _____

Date: _____

Witness: _____

CONTRACTOR:
By: [Signature]
Chris W. Jones, D.M.D.

Witness: Alicia Harris

Date: 8/14/2013

Witness: Amanda Walker

AGREEMENT FOR PSYCHIATRIC SERVICES

THIS AGREEMENT is made this 12th day of August, 2013, by and between, Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Lawrence Edward Mobley, M.D. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County desires to retain the services of the Contractor as a Psychiatrist for the Escambia County Central Booking and Detention Facility and the Main Jail Facility as set forth herein; and

WHEREAS, Contractor is qualified to render such services; and

WHEREAS, the County and Contractor desire to enter into this Agreement in order to specify their respective rights, duties and obligations.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. Scope of Services. Contractor agrees to provide services as a psychiatrist at the Escambia County Central Booking and Detention Facility and the Main Jail Facility on an "as-needed" basis. Contractor affirms he is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at the rate of \$60.00 for each patient session per month. During the term of this Agreement, the rate of compensation may be periodically reviewed and adjusted at the County's sole discretion through written amendment to the agreement.
5. Method of Billing. Contractor shall submit invoices to the County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees and approved expenses with appropriate supporting documentation. The County agrees it shall make

its best efforts to render payment within thirty (30) days of receipt and approval of Contractor's invoice.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. Indemnification. Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. Insurance. During the term of this Agreement, County shall include Contractor as an insured under the County's general liability and group medical malpractice insurance policies for services rendered pursuant to this agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: Kathleen A. C. A.
Date: 8/28/13

WITNESS

WITNESS

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, Interim County Administrator

Date: _____

CONTRACTOR:
By: Lawrence Edward Mobley, M.D.
Lawrence Edward Mobley, M.D.

Date: 8/12/2013

Witness: _____

Witness: _____

1. Term. This Agreement shall commence on October 1, 2018, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.

2. Scope of Covered Services. Contractor agrees to provide HIV consultation, evaluation, management and related services as set forth in Attachment "A", attached hereto and incorporated herein by reference, to inmates of the Escambia County Central Booking and Detention Facility and the Main Jail Facility. Contractor affirms she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.

3. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor Medicare Allowable Fees for consultation, evaluation and management of covered services rendered to inmates in accordance with the terms of this agreement.

4. Claims/Member Hold-Harmless. Contractor shall submit claims for covered services on a Health Care Financing Administration (HCFA) CMS-1500 Claim Form. Contractor shall submit claims to the County for services rendered in accordance with the Medicare Allowable Fees as set forth in Attachment "A" and accept such payment from the County as payment in full.

5. Method of Billing. Contractor shall submit claims to the County for covered services rendered in accordance with the Medicare Allowable Fees set forth in Attachment "A". Contractor shall have sixty (60) days to submit a clean claim form. The County shall have sixty (60) days following receipt and approval of Contractor's claim to render payment.

6. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event

7. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

12. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

13. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

LETTER OF AGREEMENT

THIS AGREEMENT is made this 19 day of August, 2013, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Barbara H. Wade, M.D. (hereinafter referred to as "Contractor").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. **Term.** This Agreement shall commence on October 1, 2013, and continue for a term of three (3) years with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
2. **Scope of Covered Services.** Contractor agrees to provide HIV consultation, evaluation, management and related services as set forth in Attachment "A", attached hereto and incorporated herein by reference, to inmates of the Escambia County Central Booking and Detention Facility and the Main Jail Facility. Contractor affirms she is qualified to provide such services in the State of Florida and, during the term of this Agreement, shall remain a member in good standing of the Florida Board of Medicine.
3. **Compensation.** In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor Medicare Allowable Fees for consultation, evaluation and management of covered services rendered to inmates in accordance with the terms of this agreement.
4. **Claims/Member Hold-Harmless.** Contractor shall submit claims for covered services on a Health Care Financing Administration (HCFA) CMS-1500 Claim Form. Contractor shall submit claims to the County for services rendered in accordance with the Medicare Allowable Fees as set forth in Attachment "A" and accept such payment from the County as payment in full.
5. **Method of Billing.** Contractor shall submit claims to the County for covered services rendered in accordance with the Medicare Allowable Fees set forth in Attachment "A". Contractor shall have sixty (60) days to submit a clean claim form. The County shall have sixty (60) days following receipt and approval of Contractor's claim to render payment.
6. **Termination.** Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event

of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

7. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liabilities and expenses arising from or relating to the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

9. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

11. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

12. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

13. **Miscellaneous.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

14. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

15. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 8/20/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
George Touart, Interim County Administrator

Witness: _____

Date: _____

Witness: _____

CONTRACTOR:

By: [Signature]
Barbara H. Wade, M.D.

Witness: [Signature]

Date: 8/19/13

Witness: Risa Sebastian

Medicare Allowable Fee for Evaluation and Management fees

Attachment A

CPT	Description	13 MCR Allow
99201	Office/Outpt Visit New, Brief	\$ 43.80
99202	Office/Outpt Visit New, Limited	\$ 74.53
99203	Office/Outpt Visit New, Intermediate	\$ 109.06
99204	Office/Outpt Visit New, Extended	\$ 166.63
99205	Office/Outpt Visit New, Comprehensive	\$ 206.10
99211	Office Visit Established, Minimal	\$ 20.16
99212	Office Visit Established, Brief	\$ 43.80
99213	Office Visit Established, Limited	\$ 72.93
99214	Office Visit Established, Intermediate	\$ 107.04
99215	Office Visit Established, Extended	\$ 143.41
99406	Smoking cessation counsel, 3-10 min	\$ 13.96
99407	Smoking cessation counsel, >10 min	\$ 27.16



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4833

County Administrator's Report 13. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Approval of Agreement with State of Florida Agency for Health Care Administration

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Agreement with the State of Florida's Agency for Health Care Administration on behalf of Escambia Community Clinics - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following actions concerning the Agency for Health Care Administration (AHCA):

A. Approve and authorize the Chairman to sign the Letter of Agreement between AHCA and Escambia County, in the amount of \$70,550, allowing the County to participate in the Low Income Pool for dental services and providing matching dollars to the Escambia Community Clinics (ECC);

B. Decrease the Fiscal Year 2012/2013 allocation to ECC by \$17,639 and increase the allocation to AHCA by the same amount; and

C. Decrease the proposed Fiscal Year 2013/2014 allocation to ECC by \$52,911 and increase the allocation to AHCA by the same amount.

BACKGROUND:

Approval of the letter of agreement will allow the County and the Escambia Community Clinics to participate in AHCA's Low Income Pool for dental services. This program provides matching funds to qualifying clinics such as ECC. The County will send AHCA \$70,550 and AHCA will return to ECC a total of \$341,400.

BUDGETARY IMPACT:

No additional funds are required. A portion of the funds currently allocated and funds proposed to be allocated in the FY 13/14 budget to ECC will be redirected to make these payments.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Letter of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

AHCADentalAgreement

Letter of Agreement

THIS LETTER OF AGREEMENT made and entered into in duplicate on the _____ day of _____ 2013, by and between Escambia County (the County), and the State of Florida, through its Agency for Health Care Administration (the Agency),

1. Per Senate Bill 1500, the General Appropriations Act of State Fiscal Year 2013-2014, passed by the 2013 Florida Legislature, County and the Agency, agree that County will remit to the State an amount not to exceed a grand total of \$70,550.
 - a. The County and the Agency have agreed that these funds will only be used to increase the provision of health services for the Medicaid, uninsured, and underinsured people of the County and the State of Florida at large.
 - b. The increased provision of Medicaid, uninsured, and underinsured funded health services will be accomplished through the following Medicaid programs:
 - i. The Disproportionate Share Hospital (DSH) program.
 - ii. The removal of outpatient reimbursement ceilings for teaching, specialty and community hospital education program hospitals.
 - iii. The removal of outpatient reimbursement ceilings for hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent.
 - iv. The removal of outpatient reimbursement ceilings for hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - v. Inpatient DRG add-ons for teaching, specialty, children's, public and community hospital education program hospitals; hospitals whose charity care and Medicaid days as a percentage of total adjusted hospital days equals or exceeds 11 percent; or hospitals whose Medicaid days, as a percentage of total hospital days, exceed 7.3 percent, and are trauma centers.
 - vi. The annual cap increase on outpatient services for adults from \$500 to \$1,500.
 - vii. Medicaid Low Income Pool (LIP) payments to rural hospitals, trauma centers, specialty pediatric hospitals, primary care services and other Medicaid participating safety-net hospitals.
 - viii. Medicaid LIP payments to hospitals in the approved appropriations categories.
 - ix. Medicaid LIP payments to Federally Qualified Health Centers.

- x. Medicaid LIP payments to Provider Access Systems (PAS) for Medicaid and the uninsured in rural areas.
 - xi. Medicaid LIP payments for the expansion of primary care services to low income, uninsured individuals.
- 2. The County will pay the State an amount not to exceed the grand total amount of \$70,550. The County will transfer payments to the State in the following manner:
 - a. The first quarterly payment of \$17,639 for the months of July, August, and September is due upon notification by the Agency.
 - b. Each successive payment of \$17,637 is due as follows, November 30, 2013, March 31, 2014 and June 15, 2014.
 - c. The State will bill the County each quarter payments are due.
- 3. Timelines: This agreement must be signed, submitted, and received to the Agency no later than October 1, 2013, for self-funded exemptions, buybacks and DRG add-ons, to be effective for SFY 2013-2014.
- 4. Attached are the DSH and LIP schedules reflecting the anticipated annual distributions for State Fiscal Year 2013-2014.
- 5. The County and the State agree that the State will maintain necessary records and supporting documentation applicable to Medicaid, uninsured, and underinsured health services covered by this Letter of Agreement. Further, the County and State agree that the County shall have access to these records and the supporting documentation by requesting the same from the State.
- 6. The County and the State agree that any modifications to this Letter of Agreement shall be in the same form, namely the exchange of signed copies of a revised Letter of Agreement.
- 7. The County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned Medicaid supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 8. The County agrees the following provision shall be included in any agreements between the County and local providers where funding is provided for the Medicaid program. Funding provided in this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes.
- 9. The Agency will reconcile the difference between the amount of the IGTs used by or on behalf of individual hospitals' buybacks of their Medicaid inpatient and outpatient trend adjustments or exemptions from reimbursement limitations for SFY 2012-13 and an estimate of the actual annualized benefit derived based on actual days and units of service provided. Reconciliation amount may be incorporated into current year (SFY 2013-14) LOAs.

10. This Letter of Agreement covers the period of July 1, 2013 through June 30, 2014 and shall be terminated June 30, 2014.

WITNESSETH:

IN WITNESS WHEREOF the parties have duly executed this Letter of Agreement on the day and year above first written.

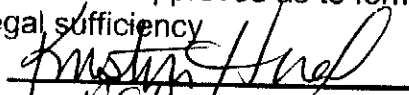
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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 MCH

Date 8/22/13

State of Florida

Stacey Lampkin
Acting Assistant Deputy Secretary for Medicaid Finance,
Agency for Health Care Administration

Government Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2013-2014
Supplemental Payments	
LIP	\$70,550
DSH	
Nursing Home SMP	
Outpatient Amounts	
Automatic Buyback	
Self-Funded Buyback	
Automatic Exemption	
Self-Funded Exemption	
SWI	
Inpatient Amounts	
Automatic DRG Add-On	
Self-Funded DRG Add-On	
Total Funding	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4856

County Administrator's Report 13. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: SBA #242 - Sheriff's Off-Duty Officer, Insurance, and Miscellaneous Reimbursements/Fees

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #242 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #242, General Fund (001) in the amount of \$32,984, to recognize the Sheriff's Department off-duty officer, insurance, and miscellaneous reimbursements/fees, and to appropriate these funds for Law Enforcement activities in Escambia County.

BACKGROUND:

The Sheriff's Department has received off-duty officer, insurance, and miscellaneous reimbursement/fees associated with providing law enforcement in Escambia County. SBA#242 appropriates these funds back in to the Sheriff's Budget for FY2012-13.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$32,984.

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#242

**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, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as auto insurance and miscellaneous Sheriff's Fees. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Sheriff Fees	1	369939	2,723
Insurance Proceeds	1	369008	12,290
Reimbursements	1	369401	17,971
Total			\$32,984

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Expense	001/540101	59703	32,984
Total			\$32,984

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
#242



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4848

County Administrator's Report 13. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Supplemental Budget Amendment #238 - Mosquito Control Rebate Check

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #238 - Amy Lovoy,
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #238, General Fund (001) in the amount of \$1,083, to recognize a rebate check from Central Life Sciences, and to appropriate these funds in the current year's Budget for mosquito spraying.

BACKGROUND:

Escambia County Mosquito Control received a rebate check for purchasing chemicals to control the increased mosquito population in Escambia County. This summer the County has received a large amount of rainfall. These funds need to be recognized in the current year's budget to purchase additional mosquito control pesticides.

BUDGETARY IMPACT:

This amendment will increase Fund 001 by \$1,083.

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# 238

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, the Escambia County received a rebate check from Central Life Sciences from the purchase of chemicals to control the mosquito population. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2013:

General Fund Fund Name	1 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Miscellaneous Revenues	1	369001	1,083
Total			\$1,083

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Operating Supplies	001/220701	55201	1,083
Total			\$1,083

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Gene M. Valentino, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
238



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4843

County Administrator's Report 13. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Workers' Compensation Insurance Renewal

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Insurance Renewal - Amy Lovoy,
Management and Budget Services Department Director

That the Board approve the continued participation with the Florida Municipal Insurance Trust for the renewal of the workers' compensation insurance for Escambia County, effective October 1, 2013, through September 30, 2014, in the amount of \$1,164,913.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501]

BACKGROUND:

Previously, the Board of County Commissioners utilized a fully insured workers' compensation plan with no deductible. The transfer of the jail to the Board of County Commissioners has prompted a move from a fully insured plan to a deductible insured program. The deductible will be \$25,000. This move from the fully insured plan will result in a reduction in the premium of \$366,299 over a fully insured plan. The County will be required to fund the costs associated with claims under \$25,000. These costs will be covered by the reduction in the premium.

The workers' compensation for the jail will be insured under a separate policy.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Attachments

WC Renewal



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4854

County Administrator's Report 13. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Workers' Compensation, General Liability, Public Officials Liability, and Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Workers' Compensation, General Liability, Public Officials Liability, Professional Liability, Catastrophic Inmate Medical, and Medical Malpractice Insurance for the Jail Transfer - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning insurance required for the transfer of the jail to the Board of County Commissioners:

A. Approve the payment to the Florida Municipal Insurance Trust for the workers' compensation insurance for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$389,739;

B. Approve the payment to Whitman and Whitman Insurance Company for the General Liability, Public Officials Liability, and Professional Liability insurance through Brit Global Specialty USA for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$310,009;

C. Approve the payment to Whitman and Whitman Insurance Company for the Catastrophic Inmate Medical Insurance through Hunt Insurance Group, LLC/Willis, for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$41,963, and

D. Approve the payment to Whitman and Whitman Insurance Company for the Medical Malpractice Insurance through Bliss & Glennon - Lake Mary for the Escambia County Jail, effective October 1, 2013, through September 30, 2014, in the amount of \$58,148.

[Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501, \$389,739; Fund 501, Internal Service, Cost Center 140835, Object Code 54501, \$410,120]

BACKGROUND:

As a result of the transfer of the jail from the Sheriff's Office to the Board of County Commissioners, it is necessary for the Board to purchase the insurance policies that are currently purchased by the Sheriff's Office.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Service, Cost Center 140834, Object Code 54501, \$389,739; Fund 501, Internal Service, Cost Center 140835, Object Code 54501, \$410,120

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contract Administrator.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, a purchase order will be issued to provide payment for services rendered from the contract.

Attachments

Workers' Compensation

GL, POL, PL

Catastrophic Inmate Medical

Medical Malpractice

Brit Global Specialty USA
 9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations

Binder #: [REDACTED] Policy #: [REDACTED]

BRIT	COMBINED GL/PROFESSIONAL - CRIMINAL JUSTICE SERVICE OPERATIONS	QUOTE
-------------	---	--------------

COLORED SPECIALTY 29-Jul-2013 Quotes valid for 30 days Renewal Of: NEW
 Broker: Breckenridge Insurance Group Attention: Dick Eichhorn
 Insured: Escambia County Sheriff's Office DBA/Escambia County Jail
 Mailing Add: PO Box 18770 City Pensacola State FL Zip 32504
 Facility Add: See Schedule
 Operations: See Schedule Policy From: 1-Oct-2013 To: 1-Oct-2014

Policy Aggregate Limit \$ 10,000,000 Criminal Justice Liability Limits by Coverage Part: Coverage A – BI/PD Limit \$ 5,000,000 Products / Completed Operations Aggregate \$ 5,000,000 Damage to Premises Rented to You Sub-limit \$ 100,000 Coverage B – Personal & Advertising Injury Limit \$ 5,000,000 Coverage C – Medical Expense Limit – Any One Person \$ 1,000 Professional Liability Limits \$ 5,000,000 Deductible: \$ 50,000 Including Loss Adjustment Expense (LAE) Per occurrence if coverage is on an occurrence basis. Per claim if coverage is on a claims made basis	Sexual Misconduct Endorsement \$ 1,000,000 Each Occurrence Sub-limit \$ 1,000,000 Aggregate Sub-limit \$ 50,000 Deductible <input type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims Made Retro Date: 1-Oct-2013 All Coverage Grants Are Claims Made and Reported Defense Costs Are In Addition To Policy Limits
---	---

OPTIONAL COVERAGE PARTS:

Limited Health Care Services Endorsement
 Claims Made Retro Date: N/A
Not Covered Each Occurrence Sub-limit
Not Covered Aggregate Sub-limit
Not Covered Deductible - Per Claim
 **** EXCLUDES Punitive Damages

Employee Benefits Liability Coverage Part
 Claims Made Retro Date: 1-Oct-2013
\$ 1,000,000 Occurrence Sub-limit
\$ 1,000,000 Aggregate Sub-limit
\$ 50,000 Deductible Per Claim

Employment Related Practices Liability Cov. Part
 Claims Made Retro Date: 1-Oct-2013
\$ 1,000,000 Occurrence Sub-limit
\$ 1,000,000 Aggregate Sub-limit
\$ 50,000 Deductible Per Claim
 **** EXCLUDES Punitive Damages
 Defense Costs Are Inside The Policy Limits

Stop Gap – Employers Liability Coverage Part
 Occurrence
Not Covered BI By Accident – Each Accident
Not Covered BI By Disease – Aggregate Limit
Not Covered BI Disease – Each Employee

Brit Global Specialty USA
9375 E. Shea Blvd., Suite 100, Scottsdale, AZ 85260

Criminal Justice Service Operations

SPECIAL TERMS AND CONDITIONS/EXCLUSIONS:

Includes: Civil Rights Violations, Professional Liability Policy has no exclusion for Punitive Damages, Assault & Battery; Incidental Medical Malpractice for employed Nurses, Counselors or Psychologists on a Claims Made & Reported Form.

Excludes: AIDS/HIV, Asbestos, Lead, Nuclear Energy, Terrorism, Any type or form of Fungus, including clean-up and associated costs or expenses. A Designated Premise and/or Operations Endorsement will be on the policy.

Policy Premium: \$	309,974.00	Minimum & Deposit
Optional Terrorism Premium: \$	46,400.00	Optional
Inspection Fee: \$	-	Fully Earned
Policy Fee: \$	35.00	Fully Earned
Surplus Line Tax: \$	-	Broker's Responsibility
Stamping Fee: \$	-	Broker's Responsibility
Total Premium & Fee: \$	326,508.00	\$310,009

Insurance Company: Brit Global Specialty USA on behalf of certain Underwriters at Lloyd's (Brit Syndicate 2987) BEST'S RATING: A Superior

- A signed BRIT GLOBAL SPECIALTY application within 10 days of binding.
- Signed Terrorism Rejection form must accompany request to bind.
- A 25% Minimum Earned Premium Endorsement.
- A Service of Suit Endorsement
- Claims Made and Reported Retro Date 10/1/2013
- Subject to receipt and favorable review of the jail administrators resume'
- Subject to receipt and favorable review of the Brit Residential Addendum for each location
- Please advise the applicants progress in hiring the additional 91 corrections officers as recommended in USDOJ report
- Incidental Medical Malpractice does not include physicians

Brit Global Specialty USA Underwriter:

Michael L. Davis, CIC

NOTICE: This document is a(n): **QUOTE**

If this document is a Quote: Acceptance by the Insured's Representative (Broker) on behalf of the Insured confirms that the broker has fully explained the terms, conditions and form to the Insured. The terms and conditions of this quote may not be as broad as first requested by the Broker and the explanations herein are incomplete and are intended to be only an outline of the terms and conditions of the policy. There are NO FLAT CANCELLATIONS after binding. All risks are subject to inspection. Broker must notify us of any premium financing. Quotes are valid for 30 days. If Underwriters receive any new information after this document is issued that reflects any material change in the underwriting exposure, we may at our option withdraw or modify the quotation at any time prior to Underwriters' acceptance of the binder. In the event of a material change, Underwriters may at their sole discretion, modify and/or withdraw this quotation even if the quotation has already been accepted by the Insured.

If this document is a Binder: This binder is a temporary contract of insurance pending issuance of a policy. It is subject to all of the terms and conditions of the policy intended to replace this contract. Upon issuance of the replacing policy, this binder shall be null and void from inception.

If this document is an Indication: This is an Indication only. Coverage may not be bound until approved by a Brit Global Specialty USA Underwriter.

CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Escambia County
Date of Quote: 07/31/2013
Insurance Carrier: United HealthCare-OptumHealth
Inmate Count: 1,445 Inmates

Hunt Insurance Group LLC / Willis
 3606 Maclay Boulevard S, Ste 204
 Tallahassee, FL 32312
 (850) 385-3636 • (850) 385-2124

COVERAGE BENEFITS:

- Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of \$20,000 ADM for the first three days and \$12,000 ADM for each day thereafter.

<u>COVERAGE & PREMIUM BASIS:</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
Limit of Coverage per Inmate:	\$250,000	\$250,000	\$250,000	\$250,000
Specific Deductible per Inmate:	\$50,000	\$60,000	\$70,000	\$100,000
Current Inmate Population:	1445	1445	1445	1445
Rate per Inmate, per Month:	\$6.77	\$5.50	\$4.24	\$2.42
Total Estimated Annual Premium:	\$117,392	\$95,370	\$73,522	\$41,963

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days

Florida

Endorsements: MEIL 5409 09 10 Nuclear Energy Liability Exclusion Endorsement (Broad Form)
MEIL 5200-25% 07 04 Minimum Earned Premium Endorsement
MEIL 5229 09 10 Longer Duration Extended Reporting Period Availability
MESM 2074-FL 11 12 Consent to Settlement - Florida
MPIL 1006 01 10 Florida Policy Holder Notice
MESM 2031 10 12 Amendatory Endorsement - Civil Rights Violation
MESM 2050 10 12 Deletion of Discovery Clause
MESM 2001 10 12 Amendment of the Insured B - Addition of
Physician/Surgeon/Dentist/Podiatrist

The underwriter reserves the right to amend or withdraw terms upon review of the above additional information.

In the event of any material change in underwriting information before coverage is bound, terms may be modified or withdrawn by the underwriter.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4850

County Administrator's Report 13. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Sale of Real Property Located at 721 West Lee Street

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reduction of Minimum Sales Price of Real Property Located at 721 West Lee Street, Due to the Property Appraiser's Re-assessed Value - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the reduction of the minimum bid required for the sale of real property located at 721 West Lee Street, due to the Property Appraiser's re-assessed value:

A. Authorize the sale of real property, Account Number 14-4014-000, Reference Number 00-0S-00-9050-009-033, to the bidder with the highest offer received at or above the re-assessed minimum bid of \$23,940, which is the land value only, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and

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

BACKGROUND:

This property escheated to Escambia County in January 2013. The Board declared the property surplus and authorized its sale on February 21, 2012 with a minimum bid of \$43,164. In August 2013, the Property Appraiser re-assessed the value to \$23,940, which is the land value only, because of interior damage due to roof problems and vandalism. The price change will appear on the Property Appraiser's website when the 2013-2014 certified roll assessment values emerge next year. The County has no need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

[721 W Lee St backup.pdf](#)

2013

NOTICE OF PROPOSED PROPERTY TAXES
 ESCAMBIA COUNTY TAXING AUTHORITIES

DO NOT PAY

THIS IS NOT A BILL

Real Property Acct: 144014000
 Property Ref No: 00-05-00-9050-009-033

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year.

Location: 721 W LEE ST
 LTS 9 10 11 BLK 33
 NORTH HILL HIGHLANDS
 PLAT DB 62 PAGE 244

The purpose of these PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502

Each taxing authority may AMEND OR ALTER its proposals at the hearing.

CORRECTED NOTICE
 8/22/2013 11:35:46AM

TAXING AUTHORITY TAX INFORMATION								
REAL ESTATE	LAST YEAR'S TAXABLE VALUE (2012)	YOUR FINAL TAX RATE AND TAXES LAST YEAR (2012)		CURRENT TAXABLE VALUE (2013)	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE (2013)		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE (2013)	
Taxing Authority	COLUMN 1	COLUMN 2		COLUMN 3	COLUMN 4		COLUMN 5	
		MILLAGE RATE	TAXES		MILLAGE RATE	TAXES	MILLAGE RATE	TAXES
COUNTY	\$53,282	6.97550	\$371.67	\$0	6.96820	\$0.00	6.61650	\$0.00
SCHOOL BY LOCAL BOARD	\$53,282	2.24800	\$119.78	\$0	2.24360	\$0.00	2.24800	\$0.00
SCHOOL BY STATE LAW	\$53,282	5.51000	\$293.58	\$0	5.49910	\$0.00	5.30900	\$0.00
PENSACOLA	\$53,282	4.28950	\$228.55	\$0	4.29490	\$0.00	4.28950	\$0.00
WATER MANAGEMENT	\$53,282	0.04000	\$2.13	\$0	0.04000	\$0.00	0.04000	\$0.00
LIBRARY	\$0	0.00000	\$0.00	\$0	0.00000	\$0.00	0.35900	\$0.00
TOTAL AD-VALOREM PROPERTY TAXES			\$1,015.71		\$0.00		\$0.00	\$0.00

PROPERTY APPRAISER VALUE INFORMATION								
	COUNTY		PUBLIC SCHOOLS		MUNICIPAL		OTHER DISTRICTS	
	2012	2013	2012	2013	2012	2013	2012	2013
MARKET VALUE	\$53,282	\$23,940	\$53,282	\$23,940	\$53,282	\$23,940	\$53,282	\$23,940
LESS APPLIED ASSESSMENT REDUCTIONS								
Save Our Homes Benefit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non-Homestead Benefit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Agricultural Classification	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSED VALUE	\$53,282	\$23,940	\$53,282	\$23,940	\$53,282	\$23,940	\$53,282	\$23,940
LESS EXEMPTIONS								
First Homestead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add'l Homestead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Senior Exemption	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Combat Veteran's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Exemptions	\$0	\$23,940	\$0	\$23,940	\$0	\$23,940	\$0	\$23,940
TAXABLE VALUE	\$53,282	\$0	\$53,282	\$0	\$53,282	\$0	\$53,282	\$0

Who to contact if you have questions regarding this notice:

For questions about the TAX RATE being assessed to your property, please call the appropriate taxing authority below.

- Escambia County (850) 595-4960
- Water Management..... (850) 539-5999
- School Board..... (850) 469-6122
- City of Pensacola..... (850) 435-1820
- Town of Century..... (850) 256-3208

IF YOU FEEL THAT THE MARKET VALUE OF YOUR PROPERTY IS INACCURATE OR DOES NOT REFLECT FAIR MARKET VALUE, OR IF YOU ARE ENTITLED TO AN EXEMPTION OR CLASSIFICATION THAT IS NOT REFLECTED ABOVE, CONTACT YOUR COUNTY APPRAISER AT:

221 Palafox Pl Ste 300, Pensacola, FL 32502 (850)434-2735

IF THE PROPERTY APPRAISER'S OFFICE IS UNABLE TO RESOLVE THE MATTER AS TO MARKET VALUE OR CLASSIFICATION OR AN EXEMPTION, YOU MAY FILE A PETITION FOR ADJUSTMENT WITH THE VALUE ADJUSTMENT BOARD. PETITION FORMS ARE AVAILABLE FROM THE CLERK OF CIRCUIT COURT, 221 PALAFOX PLACE SUITE 130 AND MUST BE FILED ON OR BEFORE Sept. 9, 2013

SEE REVERSE SIDE FOR TAXING AUTHORITY INFORMATION AND EXPLANATIONS OF THE COLUMNS ABOVE

Permanent Change of Address

PLEASE PRINT THE INFORMATION BELOW AND RETURN TO:
Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place • Suite 300 • Pensacola, FL 32602-5836
Phone 850-434-2735 • Fax 850-435-9526

NAME AS SHOWN ON TAX BILL _____

ACCOUNT NUMBER _____

NEW ADDRESS _____

DO YOU HAVE HOMESTEAD EXEMPTION OR ANY OTHER EXEMPTION ON THIS PROPERTY? YES NO

PHONE # _____ SIGNATURE _____ DATE _____

The Taxing Authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Taxing Authority Hearing Information

Taxing Authority	Hearing Location	Date	Time	Phone
COUNTY	BOCC BOARD CHAMBERS	September 10, 2013	5:01 PM	(850) 595-4960
SCHOOL BY LOCAL BOARD	J.E. HALL CENTER - ROOM 160	September 17, 2013	5:01 PM	(850) 469-6122
SCHOOL BY STATE LAW	J.E. HALL CENTER - ROOM 160	September 17, 2013	5:01 PM	(850) 469-6122
PENSACOLA	PENSACOLA CITY HALL	September 4, 2013	5:15 PM	(850) 435-1820
LIBRARY	BOCC BOARD CHAMBERS	September 10, 2013	5:01 PM	(850) 595-4960
WATER MANAGEMENT	HAVANA OFFICE	September 12, 2013	5:05 PM	(850) 539-5999

YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS WHICH MAY NOT BE REFLECTED ON THIS NOTICE SUCH AS ASSESSMENTS FOR ROADS, FIRE, GARBAGE, LIGHTING, DRAINAGE, WATER, SEWER OR OTHER GOVERNMENTAL SERVICES AND FACILITIES WHICH MAY BE LEVIED BY YOUR LOCAL COUNTY, CITY OR ANY SPECIAL DISTRICT. PER FLORIDA STATUTES 200.069(10)(a), NON-AD VALOREM ASSESSMENTS ARE NOT REQUIRED TO APPEAR ON THIS NOTICE. IF APPLICABLE, LOCAL GOVERNING BOARDS WILL SEND YOU A SEPARATE NOTICE OF ANY NON-AD VALOREM ASSESSMENTS FOR YOUR PROPERTY.

NOTE: Amounts shown on this form do not reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

Explanation of 'TAXING AUTHORITY TAX INFORMATION' section

COLUMN 1 - "LAST YEAR TAXABLE VALUE"

This column shows the prior assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority.

COLUMN 2 - "YOUR FINAL TAX RATE AND TAXES LAST YEAR"

This shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

COLUMN 3 - "CURRENT TAXABLE VALUE"

This column shows the current assessed value less all applicable exemptions used in the calculation of taxes for that specific taxing authority. Various taxable values in this column may indicate the impact of Limited Income Senior or the Additional Homestead exemption. Current taxable values are as of January 1, 2013.

COLUMN 4 - "YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE"

This shows what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

COLUMN 5 - "YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE"

This shows what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is not final, and may be amended at the public hearings shown at the top of this notice. The difference between columns 4 and 5 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

Explanation of 'PROPERTY APPRAISER VALUE INFORMATION' section

MARKET (JUST) VALUE - The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller.

APPLIED ASSESSMENT REDUCTION - Properties can receive an assessment reduction for a number of reasons including the Save Our Homes Benefit and the 10% non-homestead property assessment limitation. Agricultural Classification is not an assessment reduction, it is an assessment determined per Florida Statute 193.461.

ASSESSED VALUE - The value of your property after any "assessment reductions" have been applied. This value may also reflect an agricultural classification. If "assessment reductions" are applied or an agricultural classification is granted, the assessed value could be different for School versus Non-School taxing authorities and for the purpose of calculating taxes.

EXEMPTIONS - Any exemption that impacts your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority.

Taxable Value - The current value to which millages are applied after applying applicable assessment reductions and deducting applicable exemptions.

What is "Save Our Homes"?

Article 7, Section 4, of the Florida Constitution states:

All persons entitled to a homestead exemption under Section 6 of this Article shall have their homestead assessed at just value as of January 1 of the year following the effective date of this amendment. This assessment shall change only as provided herein.

(1) Assessments subject to this provision shall be changed annually on January 1 of each year; but those changes in assessments shall not exceed the lower of the following:

- a. Three percent (3%) of the assessment for the prior year
- b. The percent change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics

(2) No assessment shall exceed just value

(3) After any change of ownership, as provided by general law, homestead property shall be assessed at just value as of January 1 of the following year. Thereafter, the homestead shall be assessed as provided herein.

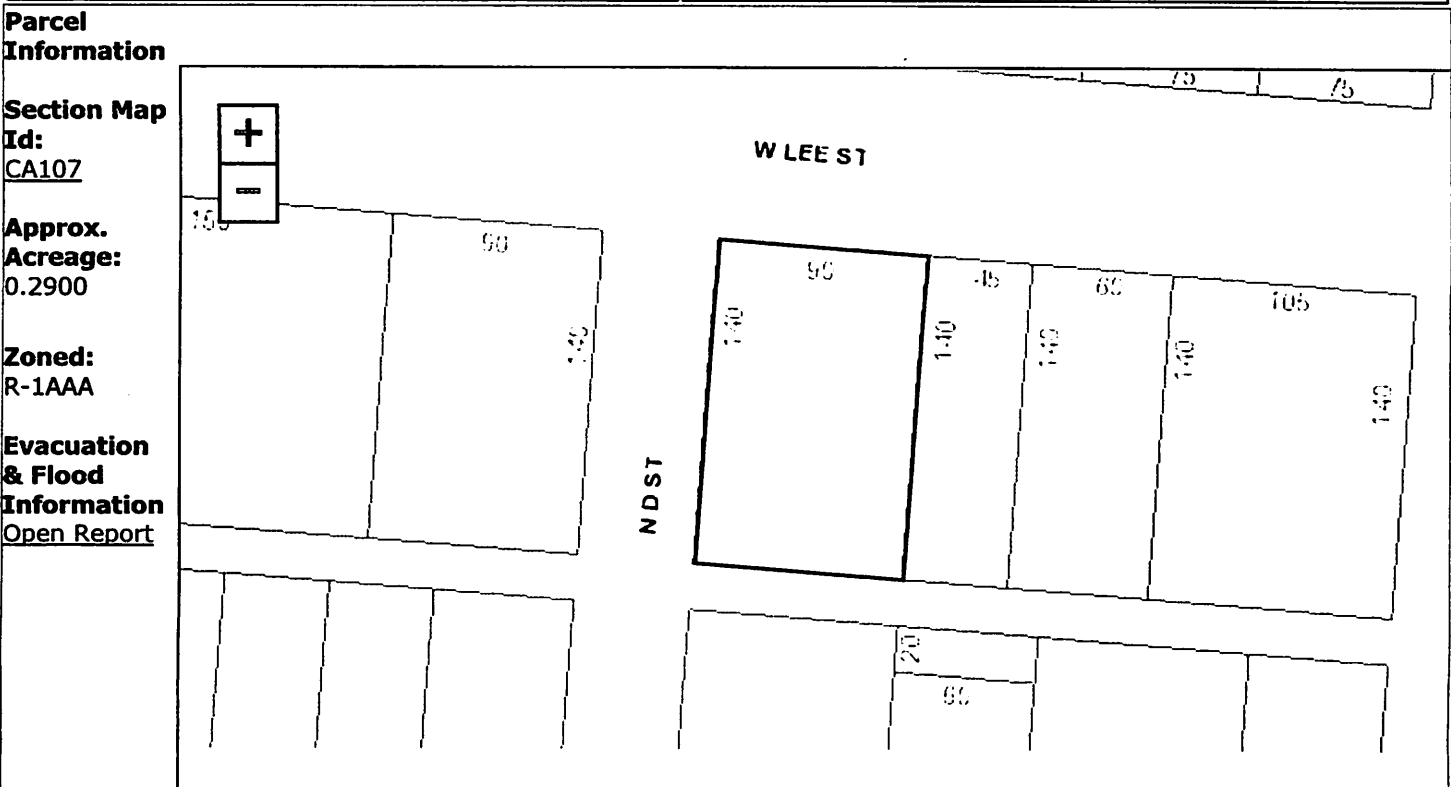
Source: Escambia County Property Appraiser

[←](#) Navigate Mode
 [↻](#) Account
 [↶](#) Reference
 [⇒](#)

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 000S009050009033</p> <p>Account: 144014000</p> <p>Owners: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS</p> <p>Mail: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502</p> <p>Situs: 721 W LEE ST 32501</p> <p>Use Code: SINGLE FAMILY RESID</p> <p>Taxing Authority: PENSACOLA CITY LIMITS</p> <p>Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$19,224</p> <p>Land: \$23,940</p> <hr/> <p>Total: \$43,164</p> <p><u>Save Our Homes:</u> \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;"><u>Amendment 1/Portability Calculations</u></p>
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/03/2013</td> <td>6957</td> <td>479</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> <tr> <td>06/2005</td> <td>5671</td> <td>920</td> <td>\$100</td> <td>CJ</td> <td>View Instr</td> </tr> <tr> <td>01/1968</td> <td>402</td> <td>248</td> <td>\$5,000</td> <td>WD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/03/2013	6957	479	\$100	TD	View Instr	06/2005	5671	920	\$100	CJ	View Instr	01/1968	402	248	\$5,000	WD	View Instr	<p>2013 Certified Roll Exemptions</p> <p>COUNTY OWNED</p> <hr/> <p>Legal Description</p> <p>LTS 9 10 11 BLK 33 NORTH HILL HIGHLANDS PLAT DB 62 PAGE 244 OR 6957 P 479...</p> <hr/> <p>Extra Features</p> <p>FRAME BUILDING PATIO</p>
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Buildings

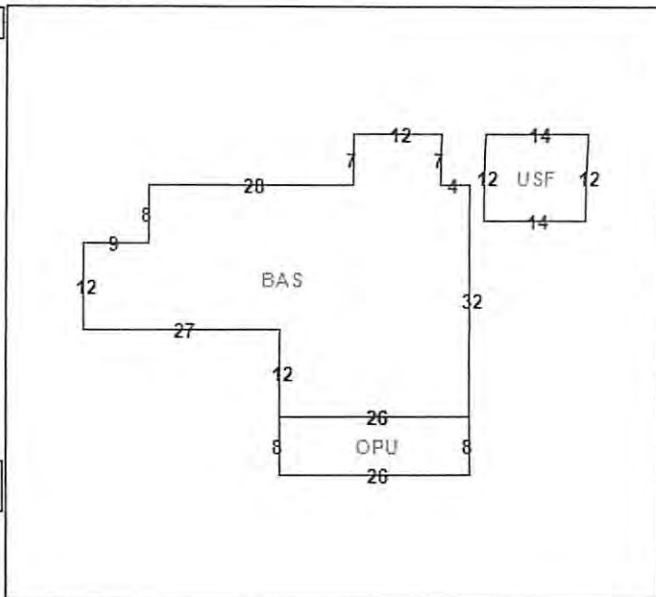
Building 1 - Address: 721 W LEE ST, Year Built: 1933, Effective Year: 1933

Structural Elements

FOUNDATION-WOOD/NO SUB FLR
EXTERIOR WALL-SIDING-BLW.AVG.
NO. PLUMBING FIXTURES-5.00
DWELLING UNITS-1.00
ROOF FRAMING-GABLE
ROOF COVER-COMPOSITION SHG
INTERIOR WALL-DRYWALL-PLASTER
STORY HEIGHT-9.00
NO. STORIES-2.00
FLOOR COVER-CARPET
FLOOR COVER-PINE/SOFTWOOD
DECOR/MILLWORK-BELOW AVERAGE
HEAT/AIR-WALL/FLOOR FURN
STRUCTURAL FRAME-WOOD FRAME

Areas - 1760 Total SF

BASE AREA - 1384
OPEN PORCH UNF - 208
UPPER STORY FIN - 168



Images

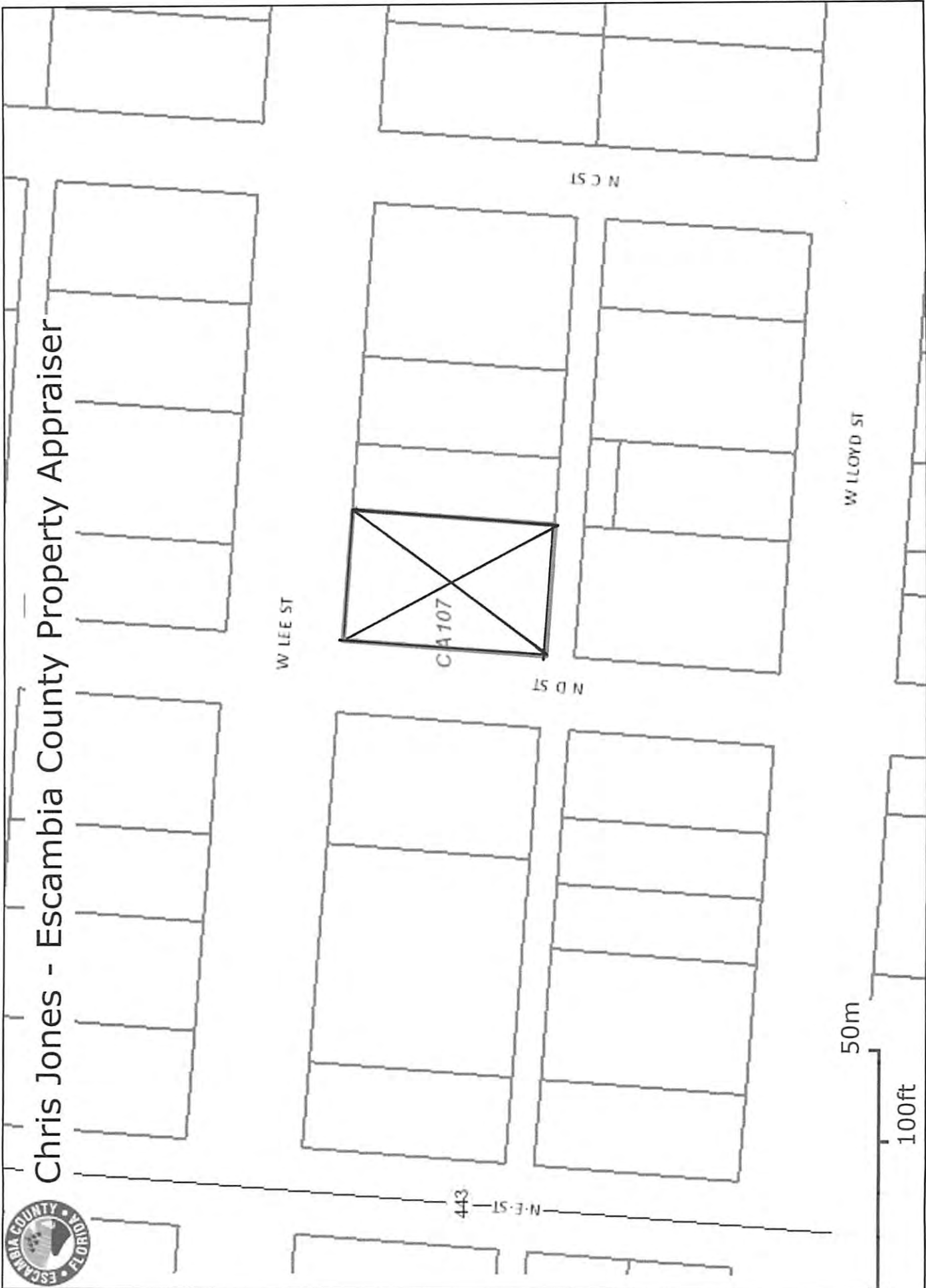


1/29/13

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Chris Jones - Escambia County Property Appraiser



50m

100ft

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

3. Taking the following action concerning the surplus and sale of real property located at 721 West Lee Street that has escheated to the County:
 - A. Declaring surplus the Board's real property, Account Number 14-4014-000, Reference Number 00-0S-00-9050-009-033;
 - B. Authorizing the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$43,164, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
 - C. Authorizing the Chairman to sign all documents related to the sale.
4. Taking the following action concerning the sale and the *Waiver and Release* on real property located at 5100 Commerce Park Circle, Account Number 04-0861-851, Reference Number 39-1S-30-0200-012-002:
 - A. Approving the *Waiver and Release*, which was approved by the Escambia County Legal Department, concerning the *Amendments to Use Regulations and Restrictive Covenants Applicable to Portions of Marcus Pointe Commerce Park*, recorded in Official Records Book 4029, at Page 87, which expired on January 1, 2010; and
 - B. Waiving the Board's right to repurchase Lot 12, Block B, Marcus Pointe Commerce Park, and authorizing the sale from its current owner to Cumulus Broadcasting, LLC.
5. Approving to terminate the Contract, PD 11-12.064, "Jaunita Williams Park Parking Lot & Dock," between Starfish, Inc., of Alabama and Escambia County, and prohibit the participation of Starfish, Inc., of Alabama in the re-bid of the Project; the Contract was awarded on November 1, 2012, to Starfish, Inc., of Alabama, for the amount of \$136,626.25, based on the bid received on October 17, 2012 (Funding: Fund 151, Community Redevelopment Fund, Cost Center 220516, Object Code 56301).



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-3859

County Administrator's Report 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 02/21/2013

Issue: Surplus and Sale of Real Property

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

A handwritten signature in black ink, appearing to read "George Zund", is written over a horizontal line.

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at 721 West Lee Street that has Escheated to the County - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the surplus and sale of real property located at 721 West Lee Street that has escheated to the County:

A. Declare surplus the Board's real property, Account Number 14-4014-000, Reference Number 00-0S-00-9050-009-033;

B. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid of \$43,164, in accordance with Section 46.134 of the Escambia County Code of Ordinances; and

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

BACKGROUND:

This property escheated to the County on January 3, 2013. The Property Appraiser's 2013 Certified Roll Assessment value is \$43,164. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

All legal documents will be approved as to form and legal sufficiency by the County Attorney's Office prior to execution by the Chairman. The purchaser will pay all closing costs.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Ordinance, Section 46.134

IMPLEMENTATION/COORDINATION:

NA

Attachments

721 West Lee backup



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4855

County Administrator's Report 13. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Contract Award for PD 12-13.055, Escambia County Perdido Landfill Section 4 Gas Collection System Expansion

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Perdido Landfill Section 4 Gas Collection System Expansion - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract, per the terms and conditions of PD 12-13.055, Perdido Landfill Section 4 Gas Collection System Expansion to American Environmental Group, Ltd, LLC, in the amount of \$411,380.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

BACKGROUND:

Invitations to Bid, PD 12-13.055, Escambia County Perdido Landfill Section 4 Gas Collection System Expansion were publicly noticed on Monday, July 22, 2013 to 9 known firms. 12 firms attended the mandatory pre-solicitation meeting. Responses were received from 5 firms on Thursday, August 22, 2013.

BUDGETARY IMPACT:

[Funding: Fund 401 Solid Waste Fund, Cost Center 230315, Object Code 56301]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract (Form A: Architect/Engineer, approved July 11, 2013)

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form A Architect/Engineer and Purchase Order.

Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION		PROJECT DESCRIPTION: Perdido Landfill Section 4 Gas Collection System Expansion BID # PD 12-13.055										
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 8/22 20/13 Bid Opening Location: Rm. 11.407												
NAME OF BIDDER	Cover Sheet/Acknowl	Bid Bond or Check	Letter from Insurance Carrier.	Sworn Statement on Entity Crimes	Non Collusion Affidavit	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowl. of Addendums #1 & #2	Letter from Surety Company	Base Bid Amount	
Shaw Environmental & Infrastructure, Inc. a CB& I Co.	√	√	√	√	√	√	√	√	√	√	\$505,100.00	
SCS Field Services	√	√	√	√	√	√	√	√	√	√	\$459,800.00	
American Environmental Group, Ltd, LLC	√	√	√	√	√	√	√	√	√	√	\$411,380.00	
T&K Construction	√	√	√	√	√	√	√	√	√	√	\$508,042.40	
Comanco Environmental Corporation.	√	√	√	√	√	√	√	√	√	√	\$594,950.00	
BIDS OPENED BY:			Paul R. Nobles, Purchasing Coordinator				DATE: August 22 20, 2013					
BIDS NOTED BY:			Marcia G. Dees, Admin. Asst.				DATE: August 22 20, 2013					
BIDS WITNESSED BY:			Brent Schneider, Project Mgr., Solid Waste				DATE: August 22 20, 2013					

The Purchasing Manager/Designee recommends to the BCC: To award a contract to **American Environmental Group** for the above referenced project in a total amount of **\$411,380.00**.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4740

County Administrator's Report 13. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Agreement Between Enterprise Florida Inc. and Escambia County

From: Keith Wilkins, Department Director

Organization: Community & Environment

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Agreement between Enterprise Florida, Inc., and Escambia County - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Infrastructure Grant Agreement between Enterprise Florida, Inc., and Escambia County:

A. Acknowledge, for the Board's Record, the Infrastructure Grant Agreement between Enterprise Florida, Inc. and Escambia County, in the amount of \$200,000, for the Airfield Influence Planning Districts (AIPDs) Density Reduction Project;

B. Ratify the Chairman's signature on the Infrastructure Grant Agreement; and

C. Authorize the Chairman to sign any subsequent Grant-related documents, including no-cost extensions, pending Legal review and approval, without further action of the Board.

[Funding: Fund 110, Other Grants & Projects, new Cost Center - no matching funds required]

BACKGROUND:

The \$200,000 Grant award from the Enterprise Florida Defense Infrastructure Grant Agreement will provide funding to purchase property and reduce density within the Airfield Influence Planning Districts, as depicted in the Escambia County Joint Land Use Study (JLUS). The project will help combat encroachment to Naval Air Station Pensacola. AIPD 1 and AIPD 2 are specifically delineated in the attached diagram.

BUDGETARY IMPACT:

No County matching funds are required for this Grant award.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires approval of Agreements of this type.

IMPLEMENTATION/COORDINATION:

The Community & Environment Department, Water Quality & Land Management Division, will administer this Grant Agreement in coordination with the Development Services Department and the Public Works Department.

The Management & Budget Department will prepare a Supplemental Budget Amendment to recognize these funds. This project has also been coordinated with the Pensacola Naval Air Station and the Greater Pensacola Chamber of Commerce.

Attachments

Enterprise FL Agreement

NAS Pens AIPD

INFRASTRUCTURE GRANT AGREEMENT

THIS DEFENSE INFRASTRUCTURE GRANT AGREEMENT (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this _____ day of _____, 20__ by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and **Escambia County** (the "Grantee").

WHEREAS, the Legislature of the State of Florida has appropriated funds from Specific Appropriations in: 2013 General Appropriations Act, Line 2308A; to assist Florida counties, cities, and local economic development councils make necessary infrastructure improvements needed to facilitate the base retention and reuse (the "Grant Program"), and

WHEREAS, the Executive Office of the Governor (the "EOG") has selected the grant recipients (Attachment C), and in partnership with the Department of Economic Opportunity (DEO), EFI has agreed to administer the Grant Program; and

WHEREAS, the Grantee is an organization eligible to receive funding under the Grant Program; and

WHEREAS, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Report pursuant to Paragraph 9 is accepted by EFI.

2. **Grant Funds.** Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to the lesser of **Two Hundred Thousand dollars (\$200,000)** or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 3, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Schedule of Activities, the Grantee shall not use the Funds for any of the following expenses:

- (1) salaries of Grantee's employees;
- (2) travel or incidental costs;
- (3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;
- (4) administration of the Project; or,
- (5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.

b. Any Funds not expended on the Project will be forfeited to the State of Florida.

c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

3. **Scope of Work.** Within sixty (60) days after the date this Agreement is executed by both parties, the Grantee shall deliver to EFI a Schedule of Activities in which is described each activity to be performed by the Grantee under this Agreement (individually, an "Activity"; collectively, the "Activities"). These Activities shall support the purpose of this grant:

The purpose of this grant is "AIPDs (Airfield Influence Planning Districts) Density Reduction."

Upon EFI's receipt and approval of the schedule, the schedule will be attached hereto as Exhibit B (the "Schedule of Activities"). The Grantee shall perform and accomplish each Activity set forth in the Schedule of Activities on or before the respective due date of such Activity indicated therein. The Schedule of Activities at any time in effect may be revised from time to time in accordance with the following procedures:

a. With each Status Report for the Project required by Paragraph 5 of this Agreement, the Grantee may deliver to EFI a proposed revised Schedule of Activities (the "Proposed Schedule"). The Proposed Schedule shall include all Activities included in the current Schedule of Activities and any new Activities that the Grantee proposes to be completed following the date the Proposed Schedule is delivered. For each Activity included in the Proposed Schedule that already has been completed, the Proposed Schedule shall indicate the date of completion, the expenditures originally anticipated to be associated therewith as reflected in the current Schedule of Activities, and the total actual expenditures associated therewith for which reimbursement from the Funds was received or is to be requested. For each Activity included in the Proposed Schedule that has not yet been completed, the Proposed Schedule shall indicate the due date of such Activity and the anticipated expenditures associated therewith, for which reimbursement from the Funds was received or is to be requested. The Grantee's delivery of a Proposed Schedule shall constitute a request by the Grantee that the Proposed Schedule be adopted by EFI in place of the current Schedule of Activities, pursuant to Paragraph 3(b) below.

b. Within thirty (30) days after receiving any such Proposed Schedule, EFI shall notify the Grantee of its decision, in EFI's absolute discretion, either to adopt the Proposed Schedule or not to adopt the Proposed Schedule. If in its absolute discretion EFI adopts the Proposed Schedule as submitted by the Grantee, it shall notify the Grantee in writing of its decision and from the date of such notice the Proposed Schedule shall become the Schedule of Activities under this Agreement and shall be attached to this Agreement as a REVISED Schedule of Activities. If in its absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee written notice within such thirty (30) day period, the current Schedule of Activities shall continue to be the Schedule of Activities.

c. The Schedule of Activities and any Proposed Schedule may incorporate by reference the Activities indicated on a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 3.

d. The state expects no more than a three year execution term; grantees will have three years from the date of the contract execution to complete their project. Contract term extensions will be evaluated on a case by case basis.

4. **Initial Deliverables and Disbursement.** Upon EFI's receipt and approval of the initial deliverables consisting of the Schedule of Activities, pursuant to Paragraph 3, EFI shall pay to the Grantee the initial disbursement in respect of the Funds an amount equal to **Fifty Thousand** dollars (**\$50,000**). The initial disbursement may be made within 90 days of receipt of the initial deliverables.

5. **Status Report.** Until completion of the Project, the Grantee shall deliver to EFI quarterly project status reports (each, a "Status Report") as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10th) day following the last day of each Reporting Quarter during the term of this Agreement. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the Fiscal Year that begins on July 1 with the first quarter ending on September 30. Report schedule is:

For activity in months of:	Status Report due by :
Jan, Feb, Mar	April 10
Apr, May, June	July 10
Jul, Aug, Sept	October 10
Oct, Nov, Dec	January 10

If the 10th is not a business day, the report is due the next business day.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered. Including the format provided by EFI for sections (1) – (6), it shall specifically include the following information:

(1) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("Completed Scheduled Activities"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("Partially Completed Scheduled Activities"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(3) A list of Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter;

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Schedule of Activities to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested,

compared to the anticipated expenditures for the Reporting Quarter as indicated in the Schedule of Activities;

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Schedule of Activities;

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the contractors, subcontractors, and other participants involved in the Project; and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

(9) A report on the use of Women and Minority Vendors as described in Section 25.

6. Invoice. With each Status Report, the Grantee shall deliver to EFI an invoice, accompanied by a Compliance Certification Form Invoice (provided by EFI), that includes the following information:

a. the cumulative expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;

b. the cumulative expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;

c. the cumulative expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested;

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and

e. detailed receipts or documentation for all expenditures.

7. Disbursement of Funds. After receiving the Status Report, invoice and Compliance Certification Form Invoice and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;

b. the cumulative amount of unreimbursed expenditures for Completed Unscheduled Activity; or

c. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (d) above.

With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, the Completed Unscheduled Activities, and any other Activities and purposes.

8. Final Disbursement

Notwithstanding anything herein to the contrary, EFI shall release final Grant Funds of Two Thousand dollars (\$2,000) or Ten percent (10%) whichever is less upon EFI's receipt and acceptance of the Final Report required by Paragraph 9. The acceptance of final payment, and delivery of the Final Audit Report required in Paragraph 10, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.

9. Final Project Report

Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities or termination of the grant agreement. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

- a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. a certification that the Project meets state and local construction standards, as applicable;
- c. the total amount of Funds received from EFI pursuant to this Agreement;
- d. the total amount of funds received from other sources in relation to the Project;
- e. the total amount of Project expenditures paid or reimbursed from the Funds; and
- f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

10. Final Audit Report. Grantee shall inform the Contract Manager of the type of audit that will be delivered at the end of the Contract. Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report"). In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes 2009 (the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

11. Accounting Records. The Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of Tourism, Trade and Economic Development, Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request..

- a. Contractor agrees to comply with the audit requirements of Section 215.97, Florida Statutes,

and those found in Exhibit D

b. Expenditures of State funds in accordance with this agreement shall be in compliance with laws rules, regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures found at <https://apps.fldfs.com/fsaa/catalog.aspx>.

c. This agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the EFI

12. Florida Single Audit Act. The Grantee acknowledges that, by entering this Agreement, it is a "sub-recipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

a. the Grantee shall allow EFI, DEO, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;

b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.

d. Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 40.003 per the Enterprise Florida, Inc. CSFA number. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access <https://apps.fldfs.com/fsaa>.

13. Public Access to Records. The Grantee acknowledges that EFI is subject to the provisions of Chapter 119, Florida Statutes relating to public records and that reports, invoices, and other documents the Grantee shall submit to EFI under this Agreement may constitute public records for the purpose of the Florida Statutes. The Grantee shall cooperate with EFI regarding EFI's efforts to comply with the requirements of Chapter 119, Florida Statutes

14. Records Retention. The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.

15. Grant Application. The Grantee represents and warrants that the information set forth in the Grant Application, attached here as Exhibit A, is true, correct, and complete in all material aspects.

16. Future Maintenance. Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

17. Coordination. When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

18. **Insurance.** Grantee represents they have and will maintain during the term of this contract all insurance required by state, local and federal agencies.

19. **Security Interest.** To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or completion of the improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

20. **Promotional Materials.** Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI and DEO.

21. **Independent Contractor.** The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

22. **Indemnification.** To the extent permitted by law and subject to the limitations of §768.28, Florida Statutes, the Grantee shall indemnify, defend, and hold harmless EFI, DEO, and the State of Florida from and against suits, actions, damages and costs of every name and description, including attorney fee's arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, their agents, employees, partners or subcontractors within the context of this Agreement, provided, however, that Contractor shall not indemnify for that portion of any loss of damages proximately caused by the negligent act or omission of Contractor.

23. **No Pledge of Credit.** The Grantee has no authority to, and shall not, pledge the credit of EFI, DEO, or the State of Florida, or purport to make EFI, DEO, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

24. **Compliance with Law.** The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

25. **Women and Minority Vendors.**

The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.

26. **Patents, Copyrights, and Royalties.**

If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI .

27. **Non-Discrimination; Anti-Harassment.** The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or

age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

28. Public Entity Crime List; Discriminatory Vendor List. To the extent required by the Florida Statutes 287.134(3)(a) and section 30 of EFI's Agreement with DEO, the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a) and section 33 of EFI's Agreement with DEO, the grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

29. Unauthorized Aliens; E-Verify System. EFI shall consider the employment by any contractor/grantee or subcontractor of unauthorized aliens as described by ACT 274A(a) of the Immigration and Nationality Act cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and, b) all persons (including sub-contractors) assigned by Grantee to perform work pursuant to this Agreement.

30. Failure of Satisfactory Performance. EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

31. Availability of Funds. EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

32. Agreement Manager. EFI's Manager, Military and Defense, Heather Cave, or her successor, shall act as the Agreement Manager to ensure compliance with all of the terms and provisions of this Agreement.

33. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Heather Cave
Manager, Military & Defense Programs
Enterprise Florida, Inc.
1030 East Lafayette Street, Suite 9
Tallahassee, Florida 32301
(850) 298-6640
hcave@eflorida.com

Grantee: Taylor Kirschenfeld
Division Manager, Escambia County Water Quality & Land
Management Division
3363 West Park Place
Pensacola, FL 32505
850-595-3449
Chips_kirschenfeld@co.escambia.fl.us

The address of either party provided in this Paragraph 33 may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

34. Waiver. No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

35. Governing Law. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange, County, Florida, applying Florida Law.

36. Modification. This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by DEO and EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

37. Complete Agreement. This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

37. Counterparts. This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

“EFI”

ENTERPRISE FLORIDA, INC.

Gray Swoope
President, CEO


Or _____

Designee

Date _____

“GRANTEE”

ESCAMBIA COUNTY

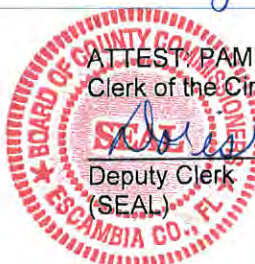


Gene M. Valentino
Title: Chariman
Date August 20, 2013

ATTEST: PAM CHILDERS
Clerk of the Circuit Court



Deputy Clerk
(SEAL)



Approved as to form and legal sufficiency.

By/Title: 
Date: 10/20/13

EXHIBIT LIST
FOR
INFRASTRUCTURE GRANT AGREEMENT

Exhibit A	Grant Application for the Project
Exhibit B	Schedule of Activities for the Project
Exhibit C	Award Announcement from EOG
Exhibit D	Special Audit Requirements

EXHIBIT D

SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Enterprise Florida (EFI) to Contractor may be subject to audits and/or monitoring by EFI or by Department of Economic Opportunity (DEO), as described in this section.

MONITORING

By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Contractor agrees to comply with any additional instructions provided by EFI to Contractor regarding such audit. Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by DEO, the Chief Financial Officer, Auditor General, or Chief Inspector General. Contractor shall permit access to the Contractor's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. **In the event that Contractor expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of Contractor, Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Contractor shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Contractor is 31.003, Rural Community Development is 31.008, Rural Infrastructure Fund is 31.030, Local Economic Development Initiatives is 31.027, Military Base Protection is 31.044, and International Business Advocacy is 31.046.**
2. **In connection with the audit requirements, Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.650, Rules of the Auditor General.**
3. **If Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Contractor funds obtained from other than State entities).**
4. **Contractor must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by Contractor for work required under terms of this Agreement. In the executed subcontract, Contractor shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Contractor shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Contractor shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the**

recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at <https://apps.fdfs.com/fsaa/catalog.aspx> for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Contractor's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Heather Cave, Contract Manager
Enterprise Florida, Inc.
800 N. Magnolia Ave, Suite 1100
Orlando, Florida 32803

and

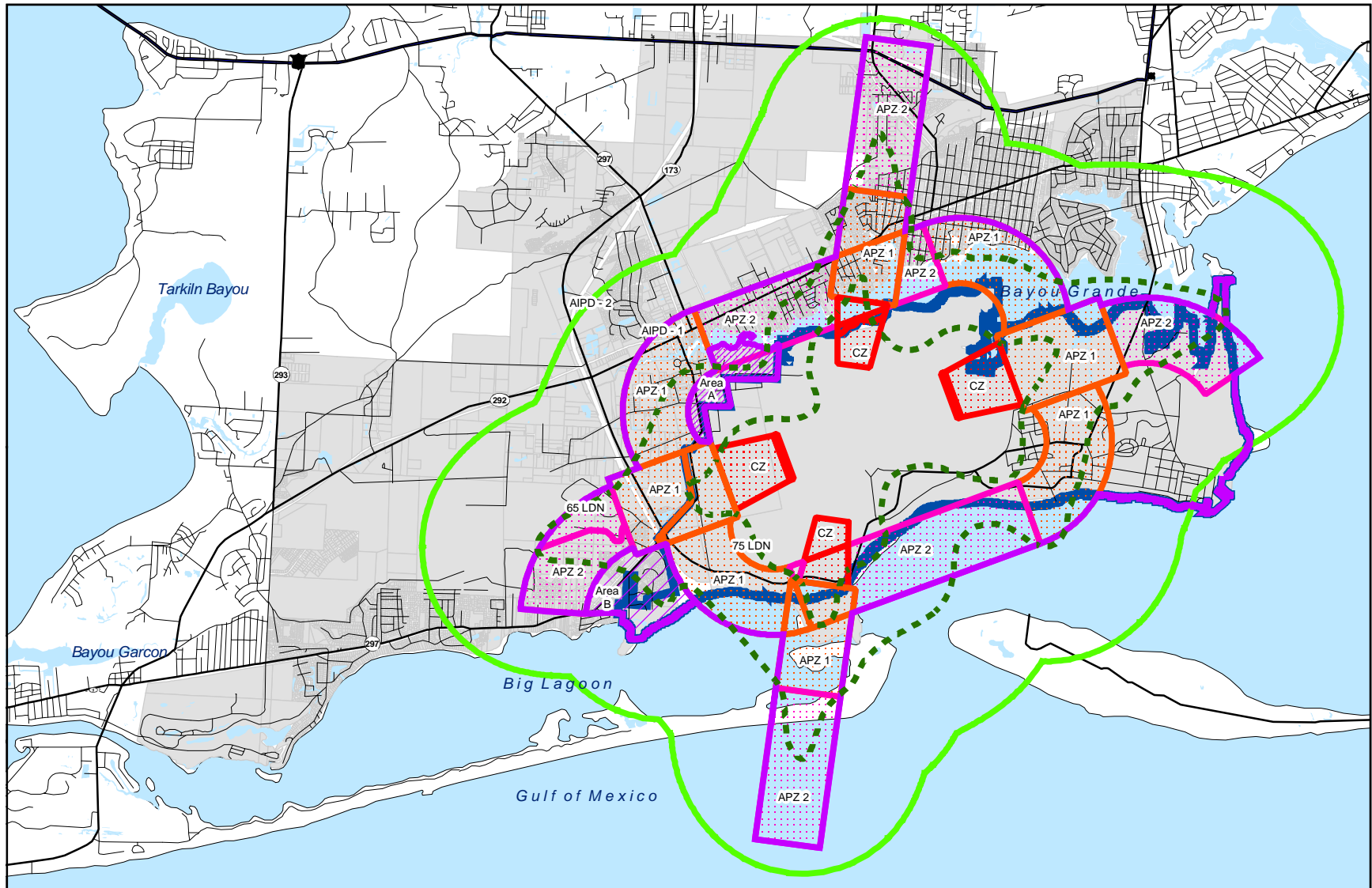
Pamela Murphy
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, Florida 32803

and

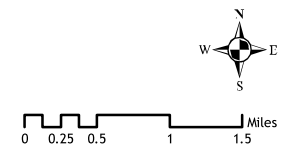
Elizabeth Walker
Department of Economic Opportunity
Division of Strategic Business Development
Suite 1902, The Capitol
Tallahassee, Florida 32399 -0001

RECORD RETENTION

The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.



- | | | |
|------------------------------|------------------------|--------------------|
| NAS Pensacola Noise Contours | AIPD - 1, Area B | Interstate |
| Accident Potential Zone - 1 | AIPD - 2 | U.S. Highway |
| Accident Potential Zone - 2 | NAS Pensacola Boundary | State/County/Local |
| Clear Zone | Study Area Parcels | |
| AIPD - 1 | Water Body | |
| AIPD - 1, Area A | | |





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4863

County Administrator's Report 13. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Disposition of Property and Sale of Property

From: David Stafford

Organization: Escambia County Super. of Elections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition and Sale of Surplus Voting Equipment for the Office of the Supervisor of Elections - David H. Stafford, Supervisor of Elections

That the Board take the following action concerning the Disposition and Sale of Surplus Voting Equipment for the Escambia County Supervisor of Elections Office:

A. Approve the Request for Disposition of Property Form for the Escambia County Supervisor of Elections Office, for surplus voting equipment as described and listed on the Disposition Form, to be sold to the Santa Rosa County Supervisor of Elections and the Suwannee County Supervisor of Elections; and

B. Approve the Agreements for the Sale of Equipment to the Santa Rosa County Supervisor of Elections and the Suwannee County Supervisor of Elections, as executed by the respective Supervisors of Elections.

[Proceeds from the sales will go into Fund 352, LOST III, Cost Center 110267, Object Code 56401, Project #08PF0028]

BACKGROUND:

Escambia County established policy for disposing of surplus or obsolete property.

Escambia County purchased the Equipment in 2008.

Santa Rosa Supervisor of Elections and Suwannee County Supervisor of Elections has offered to purchase the surplus equipment for a portion of the original purchase.

BUDGETARY IMPACT:

Proceeds from Sale will go into Fund 352, LOST III, Cost Center 110267, Project #08PF0028

LEGAL CONSIDERATIONS/SIGN-OFF:

The documents have been reviewed and approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with BCC policy B-1,2 Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Property Disposition Form

Agreement for Sale of Equipment Santa Rosa

Agreement for Sale of Equipment Suwannee County

legal review

AGREEMENT FOR THE SALE OF EQUIPMENT

This contract for the sale of equipment is made on August 6, 2013

BETWEEN **Escambia County Supervisor of Elections** (the "Seller")
government entity located at:
213 Palafox Place, 2nd floor
Pensacola FL 32502

AND **Santa Rosa County Supervisor of Elections** (the "Buyer")
government entity located at:
6495 Caroline Street, Suite F
Milton FL 32570

1. SALE OF EQUIPMENT

Seller shall sell, transfer and deliver to buyer on or before September 30, 2013 the following equipment:
One (1) Model 650, Scanner, Table/Cart, Dust Cover, Printers and Stands

2. CONSIDERATION

Buyer shall accept the equipment and pay the sum of \$12,000.00 for the said equipment.

3. IDENTIFICATION OF EQUIPMENT

Identification of the equipment to this agreement shall not be deemed to have been made until both buyer and seller have specified that the equipment in question are to be appropriated to the performance of this agreement.

4. PAYMENT ON RECEIPT

Buyer shall make payment for the equipment at the time when equipment is received by buyer.

5. RECEIPT CONSTRUED AS DELIVERY

Equipment shall be deemed received by buyer upon possession

6. RISK OF LOSS

The risk of loss from any casualty to the equipment, regardless of the cause shall be on the seller until the equipment has been accepted by the buyer.

7. WARRANTY OF NO ENCUMBRANCES

Seller warrants that the equipment is now free, and at the time of delivery shall be free from warranties and risk.

8. RIGHT OF INSPECTION

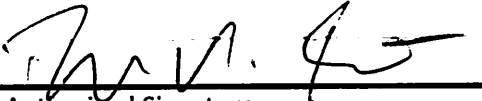
Buyer shall have the right to inspection of the said equipment and seller will at this time give notice of any damage of condition, quality, or grade of equipment. Buyer must specify the basis of the inspection if any conditions are found in detail. Failure of the buyer to comply with these conditions shall constitute irrevocable acceptance of equipment by buyer.


The parties have executed this agreement on first above written.

Agreement will be final upon approval from Escambia, Board of County Commissioners.

SELLER

BUYER


Authorized Signature


Authorized Signature

David H. Stafford
Escambia County Supervisor of Elections
Print Name and Title

Tappie A Villane
Santa Rosa County, Supervisor of Elections
Tappie A. Villane
Santa Rosa County Supervisor of Elections
Print Name and Title

AGREEMENT FOR THE SALE OF EQUIPMENT

This contract for the sale of equipment is made on August 19, 2013

BETWEEN Escambia County Supervisor of Elections (the "Seller")
government entity located at:
213 Palafox Place, 2nd floor
Pensacola FL 32502

AND Suwannee County Supervisor of Elections (the "Buyer")
government entity located at:
220 Pine Ave. SW
Live Oak FL 32064

1. SALE OF EQUIPMENT

Seller shall sell, transfer and deliver to buyer on or before September 30, 2013 the following equipment:
One (1) Model 650, Scanner, Table/Cart, Dust Cover, Printers and Stands

2. CONSIDERATION

Buyer shall accept the equipment and pay the sum of \$12,000.00 for the said equipment.

3. IDENTIFICATION OF EQUIPMENT

Identification of the equipment to this agreement shall not be deemed to have been made until both buyer and seller have specified that the equipment in question are to be appropriated to the performance of this agreement.

4. PAYMENT ON RECEIPT

Buyer shall make payment for the equipment at the time when equipment is received by buyer.

5. RECEIPT CONSTRUED AS DELIVERY

Equipment shall be deemed received by buyer upon possession

6. RISK OF LOSS

The risk of loss from any casualty to the equipment, regardless of the cause shall be on the seller until the equipment has been accepted by the buyer.

7. WARRANTY OF NO ENCUMBRANCES

Seller warrants that the equipment is now free, and at the time of delivery shall be free from warranties and risk.

8. RIGHT OF INSPECTION

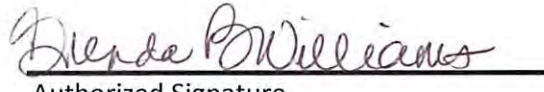
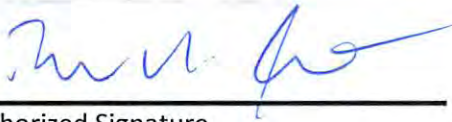
Buyer shall have the right to inspection of the said equipment and seller will at this time give notice of any damage of condition, quality, or grade of equipment. Buyer must specify the basis of the inspection if any conditions are found in detail. Failure of the buyer to comply with these conditions shall constitute irrevocable acceptance of equipment by buyer.

The parties have executed this agreement on first above written.

Agreement will be final upon approval from Escambia, Board of County Commissioners.

SELLER

BUYER



Authorized Signature

Authorized Signature

David H. Stafford
Escambia County Supervisor of Elections
Print Name and Title

Glenda B. Williams
Suwannee County Supervisor of Elections
Print Name and Title

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Property Disp. & Agreement for Sale

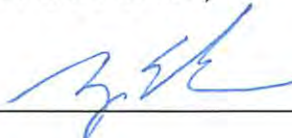
Date: 08/27/2013

Date due for placement on agenda: 09/05/2013

Requested by David H. Stafford

Phone Number: 850.8595.3900

.....
(LEGAL DEPARTMENT USE ONLY)

Legal Review by 

Date Received: 8/27/13

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

COUNTY ATTORNEYS OFFICE

27 AUG2013

PM03:07

Additional comments:

*Please contact Div. of Elections regarding sale.
- F.S. § 101.294 , F.A.C. § 15-2.004*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4828

County Administrator's Report 13. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: PD 12-13.053 Lease of Outdoor Advertising Sign Site

From: Amy Lovoy, Department Head

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease of an Outdoor Advertising Sign Site - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the Lease Agreement, PD 12-13.053, with Bill Salter Advertising, Inc., for a period of 12 months, for monthly lease payments to Escambia County of \$250, for a total annual amount of \$3,000, for property to be used for outdoor advertising.

[Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases]

BACKGROUND:

A request for proposal for lease of County property for outdoor advertising was issued on July 8, 2013 in compliance with Code of Ordinance Article II, Section 46-135 Sale or Lease of real property by request for proposal and advertised in the Pensacola News Journal. Two firms were notified, two responses were received, one no-response and a proposal from Bill Salter Advertising Inc. Bill Salter Advertising Inc. holds the lease currently on the site as a result of RFP PD 06-07.071.

BUDGETARY IMPACT:

General Fund (001), Revenue Account: 362003 Rents and Leases

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney prepared the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with Escambia County FI code of ordinance Article II, Chapter 46, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Agreement

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida ("County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Bill Salter Advertising, Inc., a Florida for-profit corporation ("Lessee"), whose address is 5547 Highway 90, Milton, FL 32572.

WITNESSETH:

WHEREAS, Escambia County is the owner of certain real property ("Property") in Escambia County described herein; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interest of the County and the public to lease the property to for use as a site for an outdoor advertising sign under the terms and conditions stated below.

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference.
2. Property Leased. The County leases to Lessee the Property described in **Exhibit A**, attached hereto and incorporated herein, for use as a site for an outdoor advertising sign.
3. Term. The Lease shall be for a term of one (1) year, commencing on the Effective Date.
4. Rent. On or before the first of each month, Lessee shall pay to the County rent in the amount of Two Hundred and Fifty dollars (\$250.00) per month.
5. Construction of Improvements. No permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, Lessee shall remove all improvements or personal property constructed on the Property by Lessee and restore the Property to the condition that existed immediately prior to Lessee's possession of the Property. Any such improvements or personal property not removed by Lessee may be disposed of by the County in any manner the County deems appropriate, without liability to the County.

6. Maintenance and Utilities. Lessee shall be responsible for routine maintenance of the Property and any improvements and for ensuring that the Property is maintained in a neat, safe and orderly condition. Lessee shall be responsible for all utilities and associated service charges and all taxes and assessments associated with Lessee's use of the Property.

7. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee hereby accepts the Property "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

8. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Lessee.

9. Insurance. Lessee shall provide, at its own expense, insurance to cover any damage or loss sustained by the Property and any improvements, whether occasioned by fire, windstorm, flood or other hazard or casualty, or act of God

During the term of the Lease, Lessee shall procure and maintain, general liability insurance with coverage of \$1,000,000 per occurrence and aggregate limits, including coverage for bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages. All liability coverage shall be provided by carriers licensed to conduct business in the State of Florida.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. **Certificates must be mailed to Michael Watts, Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 and a copy faxed to Claudia Simmons, Purchasing Manager, (850) 595-4805.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Lessee agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Lessee must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance shall not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease Agreement.

10. Use of Premises. Lessee shall use the Property solely as the site for an outdoor advertising sign and for no other purpose. County reserves the right to specify the routes that may be used by Lessee to access the Property and to change such routes at its discretion.

11. Termination. Either party may terminate this Lease for cause or convenience by providing thirty (30) days written notice to the other party. Lessee shall return the Property to the County in good condition and repair any damage resulting from any improvements installed and removed by Lessee.

12. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

LESSEE:
Bill Salter Advertising, Inc.
Attn: William O. Salter
P. O. Box 761
Milton, Florida 32572

With a copy of notices and
correspondence to:
County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

13. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such

inspections and observations do not unreasonably interfere with Lessee's use of the Property.

14. Compliance with Laws. Lessee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

15. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and Lessee. Lessee acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

16. Assignments. This Lease Agreement shall not be assigned nor shall the Property be subleased.

17. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

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

19. Miscellaneous. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

EXHIBIT "A"

Legal Description of Property

Commence at the northeast corner of Section 17, Township 2, South, Range 30 West, Escambia County, Florida; thence run South 02 degrees 08 minutes 47 seconds West along the east line of said Section 17 for 63.57 feet; thence run North 88 degrees 12 minutes 30 seconds West 258.14 feet; thence run North 83 degrees 21 minutes 41 seconds West 128.86 feet to the POINT OF BEGINNING of this description; thence continue North 83 degrees 21 minutes 41 seconds West for 21.85 feet; thence run South 02 degrees 09 minutes 09 seconds West for 42.35 feet; thence run South 83 degrees 48 minutes 11 seconds East for 35.58 feet; thence run North 15 degrees 19 minutes 32 seconds West for 45.62 feet to the point of beginning and termination of this description. All lying and begin in Section 17, Township 2 South, Range 30 West, Escambia County, Florida and containing 0.0278 acres more or less.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4868

County Administrator's Report 13. 26.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: State-Funded Subgrant Agreement, Contract Number 14-CP-11-01-27-01-XXX

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State-Funded Agreement to Update the Hazardous Materials Facility Analysis Data - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the State-Funded Subgrant Agreement, Contract Number 14-CP-11-01-27-01-XXX:

A. Approve the State-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and Escambia County, providing performance-based funding to the Escambia County Division of Emergency Management, in the amount of \$8,228, to update the Hazardous Materials Facility Analysis Data, for the period of July 1, 2013, through June 30, 2014; and

B. Authorize the Chairman or Vice Chairman to execute the Subgrant Agreement and all related documents as required to implement this Subgrant.

[Funding: Fund 110, Other Grants and Projects, Cost Center 330323]

BACKGROUND:

The State of Florida Division of Emergency Management (FDEM) contracts with Escambia County each year to update the local Hazardous Materials Site-Specific Analysis for facilities that use, store, and/or manufacture hazardous materials. Upon approval of this Subgrant Agreement, the Escambia County Division of Emergency Management will be reimbursed \$8,228 for providing contract deliverables in the effort to update this data during the period of July 1, 2013, through June 30, 2014.

BUDGETARY IMPACT:

State funds are being provided in the amount of \$8,228 with no local match requirement, administrative expenses are not authorized. Funds for this grant will be identified in Fund 110, Other Grants and Projects, Cost Center 330323.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has certified that this Subgrant Agreement is approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' policies require grant contracts be approved by it.

IMPLEMENTATION/COORDINATION:

Coordination of this Subgrant will be between FDEM and Escambia County Division of Emergency Management, along with site inspections coordinated with local hazardous materials facilities.

Attachments

14-CP-11-01-27-01-XXX State-Funded Subgrant Agreement

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 - B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
 - C. The Division has statutory authority to disburse the funds under this Agreement.
- THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work and Schedule of Deliverables and Schedule of Payments (Attachments A and B) of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment A.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, or July 1, 2013, whichever is later, and shall end June 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Schedule of Deliverables - Schedule of Payments (Attachment A) and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$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, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, 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.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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, Fla. Stat, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, 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). Additional information on the Florida Single Audit Act may be found at the following website:

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work - Schedule of Deliverables - Schedule of Payments.

(b) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited Scope of Work audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that

a limited audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be available under law.
- (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address, telephone number, fax number and email address of the Division contract manager for this Agreement is:

Mr. Timothy Date
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Dosh, Manager
Division of Emergency Management
Escambia County BCC
6575 North "W" Street
Pensacola, Florida 32505
850-471-6409
850-471-6455 fax
John_dosh@co.escambia.fl.us

(d) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, address, telephone number, fax number and email address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work

Attachment B – Schedule of Deliverables - Schedule of Payments

Attachment C – County Facilities Listing

Attachment D – Financial Invoice Form

Attachment E – Hazards Analysis Checklist and CAMEO Guide

Attachment F – Hazards Analysis Site Visit Certification Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment,

Attachment I – Statement of Determination

(17) FUNDING/CONSIDERATION

(a) This is a fixed fee agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$8,228.00 subject to the availability of funds.

(b) The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be

expended within the contract period; however, all work must be performed during the contract period. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the new price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to 287.057(3)(a) and (c), may not be renewed.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(r) The recipient is required to participate in Division of Emergency Management training specific to performance of the hazard analysis program.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
RECIPIENT:

**Board of County Commissioners
Escambia County, Florida**

Gene M. Valentino, Chairman

Date BCC Approved: _____
Date BCC Executed: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Date: _____
FID# 59-6000598-168

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Name and Title: Bryan W. Koon, Director

Date: _____

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: [Signature]

Date: 8/20/13

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 31.067 in the amount of \$8,228.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).
2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

Attachment A

SCOPE OF WORK

Purpose

To update the hazards analysis for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment C that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.
- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment C. The primary guidance documents are Attachment E (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at;
<http://www.epa.gov/emergencies/docs/chem/tech.pdf>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment C facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's **CAMEO*fm* version 2.4 (download from):** <http://www.epa.gov/emergencies/content/cameo/index.htm>. Each facility hazards analysis shall include, but is not limited to, the following items:
 1. Facility Information (**CAMEO*fm* Facility Page**)
 - (a) Enter the facility name (per Attachment C) in the Facility Name field.
 - (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
 - (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.

- (d) Enter the maximum number of employees present at the facility at any given time in the Number of Employees on Site field of the ID Codes tab.
(a minimum of one is required for unmanned facilities)
- (e) Enter the Facility phone number in the Facility Phones tab field.
- (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
- (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
- (h) Enter the route(s) used to exit the Vulnerable Zone(s) in the notes tab of the Facility Page.
- (i) Enter any past releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include date, time, chemical name/quantity and number of persons injured or deaths (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

2. Hazard Identification (**CAMEO_{fm} Chemical in Inventory Page**)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.
- (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.
- (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (this is the release amount used to determine the Vulnerable Zone).
- (d) Choose the appropriate code from the drop down list for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
- (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens the CAMEO Chemicals database).

3. Vulnerability Analysis (CAMEO*fm* Scenario Page)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
 - (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
 - (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
 - (1) Gases – 10 minutes
 - (2) Powders or solids in solution – 10 minutes
 - (3) Liquids – No value shall be entered
 - (d) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field.
 - (e) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page (the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).
 - (f) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, CAMEO will automatically estimate the extent of the vulnerable zone that may cause injury or death to human populations following an accidental release.
 - (g) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the vulnerable zone(s).
 - (h) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the vulnerable zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone(s), that shall be noted.
- D. Supporting documentation shall be submitted to the Division which lists the facilities for which a hazards analysis was not completed. In addition to the facility name and address, supporting documentation should indicate whether:
- 1. Facility has closed or is no longer in business.
 - 2. Facility is not physically located in the County (indicate appropriate County location, if known).

3. If the facility no longer has Extremely Hazardous Substances on-site or is below the Threshold Planning Quantity, notify the facility representative of the requirement to submit to the State Emergency Request Commission a;
 - (a) Statement of Determination (Attachment I), or
 - (b) Letter identifying the date and reason the Extremely Hazardous Substance is no longer present (closed, replaced with less hazardous substance, etc.) or below TPQ.

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment F) to the Division with the Facility Name included in the file naming convention (required format Facility NameSV). Add the site visit certification form to the Site Plan Tab of the **Cameo Facilities Page** for each facility visited or contacted.
 - (a) **On-Site visit exception for sulfuric acid**
 - (1) For facilities listed on Attachment C that report the presence of only sulfuric acid, an initial on-site visit is required and an on-site visit form (Attachment F) signed and dated by the facility representative and the Recipient shall be submitted to the Division.
 - (2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date the Recipient contacted the facility representative. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance.
 - (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in Agreements subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit and submit a completed on-site visit form (Attachment F) to the Division.
3. For each facility that a hazard analysis is conducted, submit a site plan to the Division with the Facility Name included in the file naming convention (required format Facility NameSP). Add the site plan to the Site Plan Tab of the **Cameo Facilities Page**. The site plan shall contain sufficient information to provide situational awareness to provide, as a minimum:

- (a) Location of major building(s)
 - (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.
 - (c) Name and location of street(s)
 - (d) Identify pertinent access and egress point(s)
 - (e) Note any additional features pertinent to hazmat and medical response
- F. Ensure that the Hazards Analysis information is reflected in the County Local Mitigation Strategy.

Attachment B

Schedule of Deliverables – Schedule of Payments

Schedule of Deliverables

Deliverables 2, 3 and 4 shall be submitted to the Division by the required deadline to be considered eligible for payment. Work products submitted under Deliverables 2, 3 and 4 shall only be paid if they meet the criteria set forth in sections A through E of the Scope of Work (Attachment A). Late submissions will not be eligible for payment.

Deliverable 1:

Within 30 days after receipt of the executed contract, the recipient shall submit a sample hazard analysis to the Division for review to ensure the work being performed meets the requirements of the Scope of Work.

Deliverable 2:

On or before January 1, 2014, the Recipient shall submit fifty (50) percent of the completed hazards analyses for facilities listed on Attachment C to the Division for review and approval.

Deliverable 3:

On or before April 1, 2014, the Recipient shall submit the final fifty (50) percent of the completed hazards analyses for facilities listed on Attachment C to the Division for review and approval.

Deliverable 4:

- A. On or before June 1, 2014, the Recipient shall submit a complete copy of each approved hazards analysis to the applicable Local Emergency Planning Committee and a copy of the transmittal document shall be submitted to the Division.
- B. On or before June 1, 2014, the Recipient shall notify all Attachment C facilities and applicable first responder agencies of the availability of the hazards analyses information, and make that information available upon request and submit proof of said notifications to the Division.

Schedule of Payments

Deliverable #2 - 45% of the Agreement Amount	Payment <u>\$3,702.72</u>
Deliverable #3 - 45% of the Agreement Amount	<u>\$3,702.72</u>
Deliverable #4 - 10% of the Agreement Amount	<u>\$822.83</u>

Each payment shall be made upon satisfactory completion of the deliverable(s) above and upon receipt of an acceptable Financial Invoice (Attachment D).

E-Plan	Facility Name / Address	Contact	County
4094707	AIRGAS USA, LLC. - Pensacola - SOB6 3201 N. Palafox St. Pensacola, FL 32501-1429	Name: Levy Bryant Contact Type: Emergency Contact Email: levy.bryant@airgas.com 24-hour Phone :850-393-4078 Work Phone :850-434-0235	Escambia
4034469	Alamo Rent A Car/National Car Rental 66 Service Center Road Pensacola Escambia FL	Name: Amit Dhawan Contact Type: Emergency Contact Email: Amit.Dhawan@ehi.com Work Phone :850-478-6730 24-hour Phone :251-709-0670	Escambia
4051941	ARIZONA CHEMICAL - SPECIALTY PRODUCTS 411 SOUTH PACE BOULEVARD PENSACOLA Escambia FL	Name: Larry McDermott Contact Type: 313 Public Contact Email: Larry.McDermott@azchem.com 313 Public Contact Phone :8504389222	Escambia
4031993	AT&T - FLA093 4910 Helton Lane Pensacola Escambia FL	Name: EH&S Hotline Contact Type: Alternate Contact Email: 24HR Phone :1-800-KNOWEHS (1-800-566-9347)	Escambia
4031260	Bahia Mar Marina 1901 Cypress Street Pensacola Escambia FL	Name: Edward Peeterse Contact Type: Emergency Contact Email: heather@marinamgmt.com 24-hour Phone :850-375-5626	Escambia
4032189	BellSouth - 31471 30 W BELMONT ST PENSACOLA Escambia FL	Name: EH&S Hotline Contact Type: Alternate Contact Email: 24HR Phone :1-800-KNOWEHS (1-800-566-9347)	Escambia
4032260	BellSouth - 31475 1725 E OLIVE RD PENSACOLA Escambia FL	Name: EH&S Hotline Contact Type: Alternate Contact Email: 24HR Phone :1-800-KNOWEHS (1-800-566-9347)	Escambia
4107431	BlueLinx Pensacola FL 4601 McCoy Drive Pensacola Escambia FL	Name: Patrick DeLaGarza Contact Type: Emergency Contact Email: patrick.delagarza@blueinlxco.com 24-hour Phone :850-375-8099	Escambia
4045613	CenturyLink QCC - Pensacola 2500 North Palafox Pensacola Escambia FL	Name: UNICall Emergency Center Contact Type: Emergency Contact Email: 24-hour Phone :866-864-2255 Emergency Phone :866-864-2255	Escambia

E-Plan	Facility Name / Address	Contact	County
4066971	GE GENERATORS PENSACOLA 8301 Scenic Highway Pensacola Escambia FL	Name: Mark DeSoi Contact Type: Emergency Contact Email: mark.desoi@ge.com 24-hour Phone :850-232-4325	Escambia
4121365	GONZALEZ UTILITIES ASSOCIATION INC 1610 OLD CHEMSTRAND ROAD CANTONMENT Escambia FL	Name: Gonzalez Utilities Association Contact Type: Owner / Operator Email: rlungonzalez@yahoo.com Work Phone :850-968-5434	Escambia
4121364	GONZALEZ UTILITIES ASSOCIATION INC - PAULINE 1351 PAULINE STREET CANTONMENT Escambia FL	Name: Gonzalez Utilities Association - Pauline Contact Type: Owner / Operator Email: rlungonzalez@yahoo.com Work Phone :850-968-5434	Escambia
4033547	GULF POWER - CORPORATE OFFICE 500 BAYFRONT PARKWAY PENSACOLA Escambia FL	Name: Gulf Power Company Contact Type: Owner / Operator Email: JOVICK@southernco.com Work Phone :850-444-6111	Escambia
4033545	GULF POWER - CRIST POWER PLANT 11999 PATE ROAD PENSACOLA Escambia FL	Name: JAMES VICK Contact Type: 313 Public Contact Email: JOVICK@southernco.com 313 Public Contact Phone :(850) 444-6311	Escambia
4033538	GULF POWER - GENERAL WAREHOUSE FACILITY 55 NORTH Q STREET PENSACOLA Escambia FL	Name: Gulf Power Company Contact Type: Owner / Operator Email: KLBEATY@southernco.com Work Phone :850-444-6111	Escambia
4033541	GULF POWER - LINE EQUIPMENT SERVICE CENTER 75 NORTH P STREET PENSACOLA Escambia FL	Name: Gulf Power Company Contact Type: Owner / Operator Email: JOVICK@southernco.com Work Phone :850-444-6111	Escambia
4102079	Huntsman Specialty Chemicals 3000 Old Chemstrand Rd. Cantonment Escambia FL	Name: Janet S. Noble Contact Type: Emergency Contact Email: jsnobl@ascendmaterials.com 24-hour Phone :850-968-7000 Work Phone :850-968-7250	Escambia

E-Plan	Facility Name / Address	Contact	County
4053780	Level 3 Communications - Pensacola - ESLYFL01 7891 Sears Blvd Pensacola Escambia FL	Name: Level 3 Communications NOC Contact Type: Emergency Contact Email: payton.michael@level3.com 24-hour Phone :877-877-7758 Work Phone :720-888-1000	Escambia
4054191	LOST KEY COUNTRY CLUB 625 LOST KEY DRIVE PENSACOLA Escambia FL	Name: WCI Communities, LLC Contact Type: Owner / Operator Email: scotthamm@wci.com Mobile - Cell Phone :2398503067	Escambia
4040103	MarineMax East - Pensacola 84 West Airport Road Pensacola Escambia FL	Name: Mark Breton Contact Type: Emergency Contact Email: mark.breton@marinemax.com 24-hour Phone :404-556-1997	Escambia
4103656	MOLINO UTILITIES - WELL #3 5320 CHESTNUT ROAD AT WATER TANK MOLINO Escambia FL	Name: CHARLES WEAVER Contact Type: Owner / Operator Email: weaver.cr@gmail.com 24-hour Phone :850-336-3057	Escambia
4103657	MOLINO UTILITIES - WELL #4 7445 GIBSON ROAD AT WATER TANK MOLINO Escambia FL	Name: CHARLES WEAVER Contact Type: Owner / Operator Email: weaver.cr@gmail.com 24-hour Phone :850-336-3057	Escambia
4052932	NES Rentals - B065 4007 North W Street Pensacola Escambia FL	Name: Frankie Shields Contact Type: Emergency Contact Email: fshields@nesrentals.com 24-hour Phone :850-232-7750 Work Phone :850-433-8801	Escambia
4031230	Palafox Pier and Yacht Harbor 997 South Palafox Street Pensacola Escambia FL	Name: Edward Peeterese Contact Type: Emergency Contact Email: heather@marinamgmt.com 24-hour Phone :850-375-5626	Escambia
4047100	Pensacola Terminal 116 East Fairfield Drive Pensacola Escambia FL	Name: Kenny Boral Material Technologies Inc. Contact Type: Emergency Contact Email: kenny.cauley@boral.com 24-hour Phone :(850)572-5657 Work Phone :(850)434-0721	Escambia

E-Plan	Facility Name / Address	Contact	County
4054832	PENSACOLA WOOD TREATING CO 610 SOUTH I STREET PENSACOLA Escambia FL	Name: Andrew McMillan Contact Type: Emergency Contact Email: cedrictehclaw@gmail.com 24-hour Phone :850-982-3012	Escambia
4036832	S C P DISTRIBUTORS LLC - PENSACOLA # 27 8808 GROW DRIVE PENSACOLA Escambia FL	Name: SCP DISTRIBUTORS LLC Contact Type: Owner / Operator Email: annette.niemiec@poolcorp.com 24-hour Phone : (985) 264-9868 Work Phone : (985) 892-5521	Escambia
4036843	S C P DISTRIBUTORS LLC - SUPERIOR POOL PRODUCTS LLC - PENSACOLA # 426A 3338 MCLEMORE DRIVE PENSACOLA Escambia FL	Name: SCP DISTRIBUTORS LLC Contact Type: Owner / Operator Email: annette.niemiec@poolcorp.com 24-hour Phone : (985) 264-9868 Work Phone : (985) 892-5521	Escambia
4119525	Safe-Start, LLC 615 North Tarragona Pensacola Escambia FL	Name: Ismael Pedroza Jr Contact Type: Emergency Contact Email: ipedroza@trojanbattery.com 24-hour Phone :562-665-8298 Emergency Phone :562-665-8298	Escambia
4090247	Scenic Hills Country Club 8891 Burning Tree Road Pensacola Escambia FL	Name: Rick Gorman Contact Type: Emergency Contact Email: gocasio@mggi.com 24-hour Phone :850-384-3706 Emergency Phone :850-476-0380	Escambia
4051336	Sunbelt Rentals PC #267 6802 Pensacola Blvd Pensacola Escambia FL	Name: David Rulon Contact Type: Emergency Contact Email: pcm267@sunbeltrentals.com 24-hour Phone :850-266-3707	Escambia
4050454	THE HOME DEPOT STORE #6853 5309 NORTH DAVIS HIGHWAY PENSACOLA Escambia FL	Name: JEROME KLEMENS Contact Type: Emergency Contact Email: tierladministrator@arcadis-us.com Work Phone :850-478-9493 24-hour Phone :850-478-9493	Escambia

E-Plan	Facility Name / Address	Contact	County
4048683	THE HOME DEPOT STORE #8472 541 WEST NINE MILE ROAD PENSACOLA Escambia FL	Name: JOHN NEWBERN Contact Type: Emergency Contact Email: tierladministrator@arcadis-us.com 24-hour Phone :850-476-1641 Work Phone :850-476-1641	ESCAMBIA
4132243	TOWN OF CENTURY - WELL 2 9201 ACADEMY STREET CENTURY Escambia FL	Name: KRISTINA WOOD Contact Type: Additional Contact Email: kwood@centuryflorida.us Work Phone :850-256-3208	ESCAMBIA

Attachment D
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Escambia County AGREEMENT# 14-CP-11-01-27-01-XXX

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	\$ _____	\$ _____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	\$ _____	\$ _____
TOTAL AMOUNT	\$ _____	\$ _____

(To be completed by
the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

Signature of Authorized Official/Title

Date

TOTAL AMOUNT TO BE PAID AS OF _____ THIS INVOICE \$ _____ <u>(To be completed by the Division)</u>

Attachment E

Hazard Analysis Contract Checklist and CAMEOfm Guide

Facility Information (CAMEOfm Facility Page)	
	Facility Name (per Attachment C) (Facility Page)
	Facility Physical Address (Facility Page)
	Latitude and Longitude in Decimal Degrees (ex. 30.197, -84.3621) (Map Data Tab on Facility Page)
	Facility 24-hour Emergency Phone Number (Facility Phones Tab on Facility Page)
	Facility Emergency Coordinator Name and Title Contact Tab on Facility Page)
	Transportation Route(s) (From County Line to the Facility) (Notes Tab on Facility Page)
	Evacuation Route(s) to exit the Vulnerable Zone (Notes Tab on Facility Page)
	Historical Accident Record (If none, please note) (Notes Tab on Facility Page)
	Facility Population (a minimum of one is required for unmanned facilities) (ID Codes Tab on facility Page)
Hazard Identification (CAMEOfm Chemical in Inventory Page) (for each Extremely Hazardous Substance on site)	
	Proper Chemical Name(s) (Chemical in Inventory Page(s))
	Chemical Abstract Service (CAS) Number (Chemical in Inventory Page(s))
	Physical State in Storage (ex. mixture, pure, liquid, gas) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Maximum Quantity On-site in Pounds (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Amount in Largest Container or Interconnected Containers (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Type and Design of Storage Container(s) (ex. cylinder, steel drum, carboy) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
	Nature of the Hazard (ex. acute, chronic, fire, pressure, etc.) (Chemical in Inventory Page(s), Physical State and Quantity Tab)
Vulnerability Analysis (CAMEOfm Scenario Page) (for each Extremely Hazardous Substance on site)	
	Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario Description tab)
	Enter the concentration percentage in the Concentration field (Scenario Description tab)
	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description tab)
	Weather Information - Use the weather default settings or enter average wind speed (don't enter a value in the Wind From field) and Urban or Forest is recommended in the Ground Roughness field. (Scenario Description tab)
	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring (based upon release history & maintenance etc.) (Scenario Description tab)
	Extent of Vulnerable Zone (CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used) (Scenario Description tab)
	Enter estimate of Total Exposed Population (Notes Tab on Scenario Page(s))
	Enter Critical Facilities (name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities) (Notes Tab on Scenario Page(s))
On-Site Visits (for each Facility and within the Contract Period)	
	Site Visit Certification Form (Attached to Site Plan Tab on Facility Page) (file naming required format Facility NameSV)
	Site Plan (Attached to Site Plan Tab on Facility Page) (file name required format Facility NameSP)
	Sufficient Detail to Identify:
	Location of Major Building(s)
	Name and Location of Extremely Hazardous Substance(s) (if extremely hazardous materials are co-located, noting EHS is acceptable)
	Name and Location of Street(s)
	Identify Pertinent Access and Egress Points
	Note Additional Features Pertinent to Hazardous Materials and Medical Response

All data shall be submitted electronically via CAMEOfm version 2.4 in a .zip file format.

Attachment F



FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS
HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

Facility Name (Please print)

Street Address, City & Zip Code (Please print)

County (Please print)

Name of Facility Representative (Please print)

Facility Representative Signature

Site Visit Date

Site Visit Performed by (Please print)

Signature

Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Notes: _____

Check if facility representative was informed about using E-Plan (<https://erplan.net/eplan/login.htm>) for EPCRA on-line filing

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most

advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H



Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Escambia County
Recipient's Name

Name and Title

14-CP-11-01-27-01-XXX
Agreement Number

Street Address

City, State, Zip

Date

Attachment I

STATEMENT OF DETERMINATION

Facility Name		
Physical Address (Street only)		
City	County	LEPC District

I have determined that this facility is / is not subject to the following section(s) of EPCRA, Title III, for the reporting year(s) indicated (circle all applicable):

SECTION	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
302 / 303	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
311 / 312	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
313	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N

If "No" was indicated on any of the above, please check appropriate box(s) why:

Sections 302/303	Extremely Hazardous Substances (EHSs) are / were present only in amounts less than established Threshold Planning Quantities (TPQs).		
	No EHSs are Present.		
	No EHSs were present on-site during the year.		
Sections 311/ 312	Hazardous chemicals/EHSs are/were present only in amounts below established reporting thresholds.		
	No hazardous chemicals/EHSs are/were present.		
	No hazardous chemicals were present on-site during the year.		
Section 313	Not within covered SIC Codes.		
	Within covered SIC Codes, but less than ten (10) employees.		
	Within covered SIC Codes, but no Section 313 chemicals were present or were below Section 313 reporting thresholds.		
Other	Closed facility YES / NO	Chemicals removed YES / NO	Chemicals reduced below threshold/TPQ YES / NO Date Effective:
	New Facility. Date chemicals brought on site meeting / exceeding TPQ:		

Further explanation if necessary:

CERTIFICATION:
 I understand the requirements of the law(s) circled above. I also understand that ultimate compliance responsibility lies with me and failure to comply, if required, can result in civil and criminal penalties under federal and state laws.

Name of owner/operators authorized representative (printed): _____

Official Title (printed): _____

Signature: _____ Date signed: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4866

County Administrator's Report 13. 27.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Approval of Agreement with Embarq Payphone Services, Inc., d/b/a CenturyLink

From: Gordon Pike, Department Head

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with Embarq Payphone Services, Inc., d/b/a CenturyLink Relating to Inmate Telephone Services for the Escambia County Jail - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning an Agreement with Embarq Payphone Services, Inc., d/b/a CenturyLink relating to inmate telephone services for the Escambia County Jail:

- A. Approve the Agreement Relating to Inmate Telephone Services; and
- B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 111, Inmate Commissary, Cost Center 290406]

BACKGROUND:

Effective October 1, 2013, the County shall assume responsibility for the operation of the Escambia County Jail. The Agreement sets forth the terms and conditions whereby the Contractor will provide Inmate Telephone Services for inmates of the Escambia County Jail. In exchange for the exclusive right to provide such services at the Jail, the Contractor pays the County a license fee equal to a percentage of the amount billed per month for use of the telephone services.

BUDGETARY IMPACT:

Funding: Fund 111; Inmate Commissary, Cost Center 290406

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Chapter 46, Article II of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

The Escambia County Jail staff will be responsible for the implementation and the coordination of this agreement.

Attachments

Embarq Contract

AGREEMENT RELATING TO INMATE TELEPHONE SERVICES

This Agreement is made and entered into this ____ day of _____, 2013, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Embarq Payphone Services, Inc., d/b/a CenturyLink, a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), whose principal address is 100 CenturyLink Drive, Monroe, LA 71203.

WITNESSETH:

WHEREAS, the County is responsible for the operation of the Escambia County Correctional System, to include the Escambia County Central Booking and Detention Facility, and the Main Jail Facility; and

WHEREAS, the County desires to provide inmate telephone service to the inmates in the Escambia County Central Booking and Detention Facility, and the Main Jail Facility (hereinafter referred to as "Facilities"); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of such services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence as of the effective date and continue for a term of three (3) years with the option to renew for two additional one (1) year terms. In no event shall the term of this agreement exceed the duration of five (5) years from the date of commencement.
3. **Contractor's Scope of Services.**

For the purpose of this agreement *inmate telephone system* shall (hereinafter referred to as "ITS") mean a system of coinless telephones for use by inmates for making collect calls or calls charged to a debit or pre-paid account established for such inmate telephone services, and coin operated telephones located in the non-confinement areas of the Facilities.

Without cost to the County, Contractor shall provide an ITS for all existing and future Facilities operated by Escambia County. Contractor shall supply, at its sole expense, all labor, materials, equipment, permits and licenses (where applicable) required to supply, install, repair and maintain the ITS.

Without cost to the County, Contractor shall provide the following Value Added Services:

- Regular software updates to the ITS;
- Annual cell phone assessments to detect inmate cell phone use;

- Voice messaging capability to allow friends/family of inmates to leave voice messages for inmates; and
- ITS interface with the commissary vendor in order to allow inmates to place orders with the commissary and pay for calls on a per-call real time basis with an inmate commissary account.

4. License. County hereby grants unto Contractor, subject to the conditions stated herein, an exclusive license to provide ITS services for the Facilities.

5. License Fee. In consideration for the right to provide ITS services, Contractor shall pay County a license fee equal to sixty-six percent (66%) of *Gross Billings*, as defined herein, for all Local, Intralata, Interlata, Interstate and International calls placed by way of collect calling or charged to a debit or pre-paid account established for such inmate telephone services. Notwithstanding the above, County and Contractor agree to re-negotiate the license fee in good faith should regulatory rules (e.g. the establishment of rate caps by a federal or state regulatory body) materially change throughout the course of the Agreement.

For the purpose of this agreement, *Gross Billings* shall mean amounts billed to those who accept collect calls made by inmates or amounts billed for calls placed by way of a prepaid account or a debit account established for inmate telephone services. *Gross Billings* shall not include taxes or fees assessed by government entities.

In accordance with Contractor's General Exchange Tariff, *Gross Billings* shall not include calls by inmates to his or her appointed counsel with the Office of the Public Defender.

6. Method of Payment. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the call activity, billing reports, and amount due and owing to County with appropriate supporting documentation. The license fee shall be paid to County within sixty days of the close of each month.

7. Charges and Programming of Phones. The applicable rates and fees to be charged for calls made by inmates using the ITS shall be in accordance with Option C of the Contractor's proposal, attached hereto and incorporated herein as Exhibit "A".

All inmate phones will be programmed to process collect, debit and prepaid calls only, and calls charged to a third party and credit cards will not be permitted. Call charges will only include the time from the point at which the called party accepts the call and will end when either party returns the phone handset to the on-hook position or until either party attempts a hook flash. There will be no charge to the called party for any setup time.

Fraudulent usage or expenses related to fraudulent use of the ITS by inmates will be the sole responsibility of Contractor.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

9. Maintenance. Without cost to the County, Contractor shall be responsible for the maintenance and repair of the ITS. County shall allow Contractor reasonable access to the facilities during normal business hours to perform such maintenance and repair. Should the County observe or receive reports of any malfunction or loss of service, County shall immediately notify Contractor.

Contractor's failure to properly maintain the ITS to the reasonable satisfaction of County shall constitute a breach of this agreement and grounds for termination. If the County believes Contractor has failed to properly maintain the ITS and it gives Contractor notice of such failure, Contractor shall be given thirty (30) days after receipt of such notice to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of the County within thirty (30) days, then the County may immediately terminate this Agreement.

10. Loss, Damage, or Destruction. County shall not be liable for any loss, damage, or destruction of or to the ITS equipment.

The ITS equipment is subject to removal by Contractor in the event of theft, excessive vandalism, fraudulent usage or governmental regulatory restrictions which prohibit or prevent Contractor from complying with the terms of this Agreement.

The Parties shall cooperate and use their best efforts to prevent fraudulent usage, vandalism, or other damage to the ITS.

11. Ownership of Property. All equipment, fixtures and supplies furnished by Contractor shall remain the sole property of Contractor. Upon termination or expiration of the agreement, County shall allow Contractor reasonable access to the facilities during normal business hours to remove such property.

12. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

13. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

14. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

15. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Embarq Payphone Services, Inc.
Attention: Paul Cooper
Mailstop KSOPKJ0302-302
5454 West 110th Avenue
Overland Park, KS 66211

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

17. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Licensee and its surety, if any, seven days written notice, during which period the Licensee still fails to allow access to such documents, terminate the contract of the Licensee.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

19. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to the rules and regulations of the Federal Communications Commission and the Florida Public Service Commission.

20. Confidentiality. To the extent permitted by law, the Contractor shall not use, disclose or disseminate to any person, firm, corporation or entity any confidential information related to the Escambia County Correctional System including, but not limited to, security system plans, building plans, computer systems, processes or data of any other kind. Contractor acknowledges that a breach of this provision will cause irreparable injury to the County for which County shall be entitled to temporary and permanent injunctive relief. This provision shall remain in full force and effect and enforceable even after the expiration or termination of this agreement.

21. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

22. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

23. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: ESCAMBIA COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ___ day of _____, 2013, and Embarq Payphone Services, Inc., d/b/a Century Link, signing by and through its Director, duly authorized to execute same.

Approved as to form and legal sufficiency.

By/Title: Kathleen A. A.
Date: 8/28/13

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Gene M. Valentino, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR:
EMBARQ PAYPHONE SERVICES, INC.
d/b/a CENTURYLINK

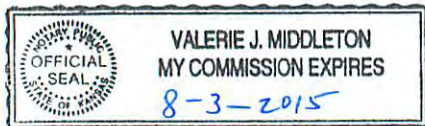
ATTEST:

Paul Cooper
By: Paul Cooper, General Manager

By: Valerie J. Middleton/OBO
Corporate Secretary

Date: 08/23/2013

(SEAL) Valerie J. Middleton



Escambia County FL Sheriff's Office Inmate Telephone Rates
Effective 11/01/11

Payment Type	Call Type	Surcharge	Initial Minute	Additional Minute	15 Min Call	Discount
Collect	Local	\$2.25	\$0.00	\$0.00	\$2.25	NA
Collect	IntraLATA	\$1.75	\$0.30	\$0.30	\$6.25	NA
Collect	InterLATA	\$1.75	\$0.30	\$0.30	\$6.25	NA
Collect	InterState	\$4.99	\$0.89	\$0.89	\$18.34	NA
Collect	InterNational	NA	NA	NA	NA	NA
Prepaid	Local	\$2.25	\$0.00	\$0.00	\$2.25	0%
Prepaid	IntraLATA	\$1.75	\$0.30	\$0.30	\$6.25	0%
Prepaid	InterLATA	\$1.75	\$0.30	\$0.30	\$6.25	0%
Prepaid	InterState	\$4.99	\$0.89	\$0.89	\$18.34	0%
Prepaid	InterNational	\$4.25	\$0.99	\$0.99	\$19.10	NA
Debit	Local	\$2.25	\$0.00	\$0.00	\$2.25	0%
Debit	IntraLATA	\$1.75	\$0.30	\$0.30	\$6.25	0%
Debit	InterLATA	\$1.75	\$0.30	\$0.30	\$6.25	0%
Debit	InterState	\$4.99	\$0.89	\$0.89	\$18.34	0%
Debit	InterNational	\$4.25	\$0.99	\$0.99	\$19.10	NA



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4880

County Administrator's Report 13. 28.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Equipment Purchases for Jail Transition

From: David Musselwhite, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Networking, Server, and Storage Equipment from PC Specialist, Inc., d/b/a Technology Integration Group - David Musselwhite, Information Technology Department Director

That the Board approve the purchase of Cisco UCS Blade Servers, EMC VNX Storage System, ASA Firewall, 4500X Network Switch, and IP Multicast License from PC Specialist, Inc., d/b/a Technology Integration Group (TIG), in the amount of \$177,296, under Florida State Contract 250-000-09-1 to accomplish the Escambia County Jail Transition.

[The funds are available in the current Budget, General Fund, Fund 001, Cost Centers 270102, 270103, 270109, 270110, 270111]

BACKGROUND:

The Information Technology Department is responsible for providing the technology support for the Escambia County Jail beginning October 1, 2013. To accomplish this responsibility in accordance with Federal and State Information Security policies it is necessary to establish a functional data center on the detention operations campus. These purchases are necessary to establish this facility.

BUDGETARY IMPACT:

Funds are available in the General Fund, Fund 001

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Work will be accomplished with current staff and consultants

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60

IMPLEMENTATION/COORDINATION:

The information Technology Department will be responsible for the implementation and responsible for the coordination with other agencies/persons.

Attachments

PC Specialist Quote



Minority/Small Business, Cage Code: 0JRG8 DUNS#: 10-626-7958 Federal Tax ID #: 95-3825596

Ordering / Mailing Address:
 Technology Integration Group
 106 EAST GREGORY STREET
 PENSACOLA, FL 32502

Remit Payment To:
 Technology Integration Group
 P.O. Box 85244
 San Diego, CA 92186-5244

Quote No:
 84922 - 1
 08/07/2013
Expires:
 09/06/2013

Please Include Ref No. on check or P.O.

Bill To:
 ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 221 PALAFOX PLACE
 SUITE 140
 PENSACOLA, FL 32502

Ship To:
 ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 221 PALAFOX PLACE
 SUITE 140
 PENSACOLA, FL 32502

Account Manager
 NIGEL LOS - NIGEL.LOS@TIG.COM

Prepared By
 KAREN BARE - KAREN.BARE@TIG.COM

Line	Qty	Part#	Description	Price	Total Price
1	4	UCS-EZ-PERF-B200M3	UCS SP B200 PERF EXP PAK W/ 2XE52680 256GB	8,800.00	35,200.00
2	2	UCS-EZ-INFRA-FI48	UCS 6248 FI WITH 12PORT LICSCABLES BNDL	10,400.00	20,800.00
3	1	UCS-EZ-INFRA-CHSS	UCS EZ BNDL 5108 BLADE SVR AC CHASSIS 4POWER SUPPLY 2IOM	7,000.00	7,000.00
4	8	UCS-EZ-300GB-HDD	300GB 6GB SAS 10K RPM SFF HDDONLY FOR SMARTPLAY	210.00	1,680.00
5	2	N5K-UCS5548UP-FA	NEXUS 5548 UP CHASSIS 32 10GBE PORTS 2XPS 2XFANS	8,444.45	16,888.90
				Sub Total	81,568.90
				Tax	0.00
				Total	81,568.90

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. In the event of non-payment, purchaser agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: Must include original invoice & RMA number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Please [Click Here](#) to provide a feedback survey.

Signature: _____ Date: / /

Print Name: _____ P.O.: _____



Minority/Small Business, Cage Code: 0JRG8 DUNS#: 10-626-7958 Federal Tax ID #: 95-3825596

Ordering / Mailing Address:
 Technology Integration Group
 106 EAST GREGORY STREET
 PENSACOLA, FL 32502

Remit Payment To:
 Technology Integration Group
 P.O. Box 85244
 San Diego, CA 92186-5244

Quote No:
 84205 - 1
 08/16/2013
Expires:
 08/30/2013

Please Include Ref No. on check or P.O.

Bill To:
 ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 221 PALAFOX PLACE
 SUITE 140
 PENSACOLA, FL 32502

Ship To:
 ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
 221 PALAFOX PLACE
 SUITE 140
 PENSACOLA, FL 32502

Account Manager NIGEL LOS - NIGEL.LOS@TIG.COM	Prepared By KAREN BARE - KAREN.BARE@TIG.COM
---	---

Line	Qty	Part#	Description	Price	Total Price
1	1	VNX53D156015F	VNX5300 DPE; 15X3.5 DRIVES; FD INST 8X600 15K	13,174.45	13,174.45
2	1	V31-DAE-N-15	3U DAE WITH 15X3.5 INCH DRIVE SLOTS	1,468.89	1,468.89
3	22	V3-VS15-600	600GB 15K SAS DISK DRIVE	646.67	14,226.74
4	1	ESRS-GW-200	EMC SECURE REMOTE SUPPORT GATEWAY CLIENT	0.00	0.00
5	1	VNX53-KIT	DOCUMENTATION KIT FOR VNX5300	0.00	0.00
6	1	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	0.00	0.00
7	1	PS-PKG-MRUD	RACK; STACK AND IMPLEMENT FOR VNX	7,631.12	7,631.12
8	1	M-PRESW-001	PREMIUM SOFTWARE SUPPORT	2,270.00	2,270.00
9	1	WU-PREHW-001	PREMIUM HARDWARE SUPPORT - WARR UPG PREMIUM HARDWARE SUPPORT - WARR UPG	0.00	0.00
10	1	VNXSPSAS	2ND OPTIONAL SPS FOR VNX 51/53	306.67	306.67
11	1	UNIB-V53	UNISPHERE BLOCK & VNX OE VNX 5300 UNISPHERE BLOCK & VNX OE VNX 5300	3,990.00	3,990.00

Signature: _____ **Date:** / /

Print Name: _____ **P.O.:** _____

Line	Qty	Part#	Description	Price	Total Price
13	1	VSPM8GFFEAS	EMC VSPM8GFFEAS EXPANSION MODULE - 4 X FIBER CHANNEL	1,555.56	1,555.56
14	1	VSPMXGI2AS	VNX5300 2 PT OP 10G ISCSI IO MOD PR-SFP	2,986.67	2,986.67
15	1	TIGFREIGHT	FREIGHT	200.00	200.00

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. In the event of non-payment, purchaser agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: Must include original invoice & RMA number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Please [Click Here](#) to provide a feedback survey.

Sub Total	47,810.10
Tax	0.00
Total	47,810.10

--

Signature: _____ Date: _____ / _____ / _____

Print Name: _____ P.O.: _____



Technology Integration Group

Phone: 850-439-0090
Fax: 850-439-0070
106 East Gregory St
Pensacola, FL 32502

Quote

No.: **9583**
Date: 8/15/2013

Technology Integration Group

formerly WAVEnet technologies, Inc.

Prepared for:
Scott MacDonald 850.595.4686
Escambia County, Board of County Commissioners
221 Palafox, Suite 140
Pensacola, FL 32502 U.S.A.

Prepared by: Nigel Los
Account No.: 543
Phone: (850) 595-4993

Quantity	Item ID	Description	UOM	Sell	Total
Florida State Contract: 250-000-09-1					
2	WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front ot Back, No P/S	EA	\$7,840.00	\$15,680.00
2	C4500X-16P-IP-ES	IP Base to Ent. Services License for 16 Port Cat 4500-X	EA	\$1,960.00	\$3,920.00
4	C4KX-PWR-750AC-R	Catalyst 4500x 750W AC front to Back Cooling Pwr Supply	EA	\$980.00	\$3,920.00
2	CON-SNT-C4500X-1	SMARTNET 8X5XNBD IP Base to Ent. Serv	EA	\$0.00	\$0.00
2	CON-SNT-WSC16SFX	SMARTNET 8x5xNBD Catalyst 4500-x 16 Port 10G	EA	\$0.00	\$0.00
30	SFP-10G-SR=	10GBASE-SR SFP MOD	EA	\$477.60	\$14,328.00

Your Price: \$37,848.00

Total: \$37,848.00

Prices are firm until 9/14/2013 Terms: Net 30

Quoted by: Nigel Los, nigel.los@tig.com

Date: 8/15/2013

Accepted by: _____

Date: _____

Disclaimer

- A) Terms are Net 30 on Approved Credit, otherwise COD
- B) Tax is not included. A 15% restocking fee applies to all returned merchandise, changed or cancelled
- C) Installation of products will be scheduled based on availability of products
- D) Expedite fees & and overnight shipping are not included, but are available



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4881

County Administrator's Report 13. 29.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 09/05/2013

Issue: Grand Opening Perdido Key Fire Station

From: George Touart, Interim County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Grand Opening of the Perdido Key Fire Station - George Touart, Interim County Administrator

That the Board approve \$2,000 to provide refreshments for the Grand Opening of the Perdido Key Fire Station on Wednesday, September 25, 2013, at 9:00 a.m.

BACKGROUND:

Commissioner Gene M. Valentino will cut the ribbon at the Grand Opening of the Perdido Key Fire Station and Community Center on Wednesday, September 25, 2013, at 9:00 a.m. As part of the Grand Opening celebration, Commissioner Valentino would like to serve food, soft drinks, and water. This event will be advertised throughout the Community.

BUDGETARY IMPACT:

The County Administrator's Office will work with the Office of Management and Budget to establish funding for this event.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Administrator's Office will work closely with Commissioner Gene M. Valentino and the Public Information Office to coordinate this event.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4635

County Administrator's Report 13. 1.

BCC Regular Meeting

Discussion

Meeting Date: 09/05/2013

Issue: Acquisition of a Parcel of Real Property Located at 3601 North Pace Boulevard for Stormwater Retention

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of a Parcel of Real Property Located at 3601 North Pace Boulevard for Stormwater Retention - Joy D. Blackmon, P.E., Public Works Department Director

That the Board, regarding the acquisition of a parcel of real property for stormwater retention purposes on Pace Boulevard, authorize staff to make an offer to Robina Mehmood, to purchase a parcel of real property (approximately 2.00 acres) located at 3601 North Pace Boulevard for the purchase price of \$335,000, which is the average of two appraisals acquired by staff, and subject to completion of the due diligence process. The owner has 30 days to accept the offer in writing.

[Funding Source: Fund 352, "LOST III," Account 210107/56101/56301, Project Number 12EN1763]

BACKGROUND:

Escambia County has a long history of stormwater drainage problems in the Pace Boulevard/Herman Street/Delano Street area, including flooding of government and private facilities and damage to road and drainage infrastructure. The County is in the process of designing a project to alleviate some of these drainage problems. One of the major obstacles in designing a functioning stormwater drainage system for this area is the lack of property for stormwater retention purposes. The design process has revealed several areas where retention ponds could and/or need to be located. As these areas are identified, staff has been approaching owners to discuss the acquisition of these properties.

One such parcel is located at the northwest corner of the intersection of North Pace Boulevard and West Herman Street. The parcel is approximately 2.00 acres, and is owned by Mrs. Robina Mehmood. The property, currently being utilized for used car sales and the Mehmood's main source of income, has a mobile home-type office structure and an awning-type outbuilding. The property is also enclosed with a 6' chain link fence, which would have to be removed. Through discussions, the owner has indicated a willingness to sell.

Staff had an appraisal performed by G. Daniel Green, dated December 20, 2011, which placed

a value of \$250,000 on the property. In keeping with Board policy, if a property is valued at \$250,000 or more, staff must acquire a second appraisal. Staff had the second appraisal performed by Brantley & Associates, dated January 30, 2012, which valued the property at \$420,000. The average value of \$335,000 was presented to the owner by staff. The owner's counter offer is \$368,500, which she indicates is firm, and she is not amenable to accepting less. However, the owner has offered to remove all above-ground items including structures and fences, and to cap and secure all utilities prior to closing. These actions by the owner would save the County \$10,000 to \$15,000.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, "LOST III", Account 210107/56101/56301, Project No. 12EN1763.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property.

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

Parcel Info

Counter Offer Letter

Appraisal Brantley & Associates

Appriasal G. Daniel Green

Aerial Map

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information	
Reference:	092S301100001173
Account:	052832000
Owners:	MEHMOOD ROBINA
Mail:	3904 SUN VALLEY CT MILTON, FL 32583
Situs:	3601 N PACE BLVD 32505
Use Code:	AUTO SALE, REPAIR
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$3,505
Land:	\$96,425
Total:	\$99,930
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

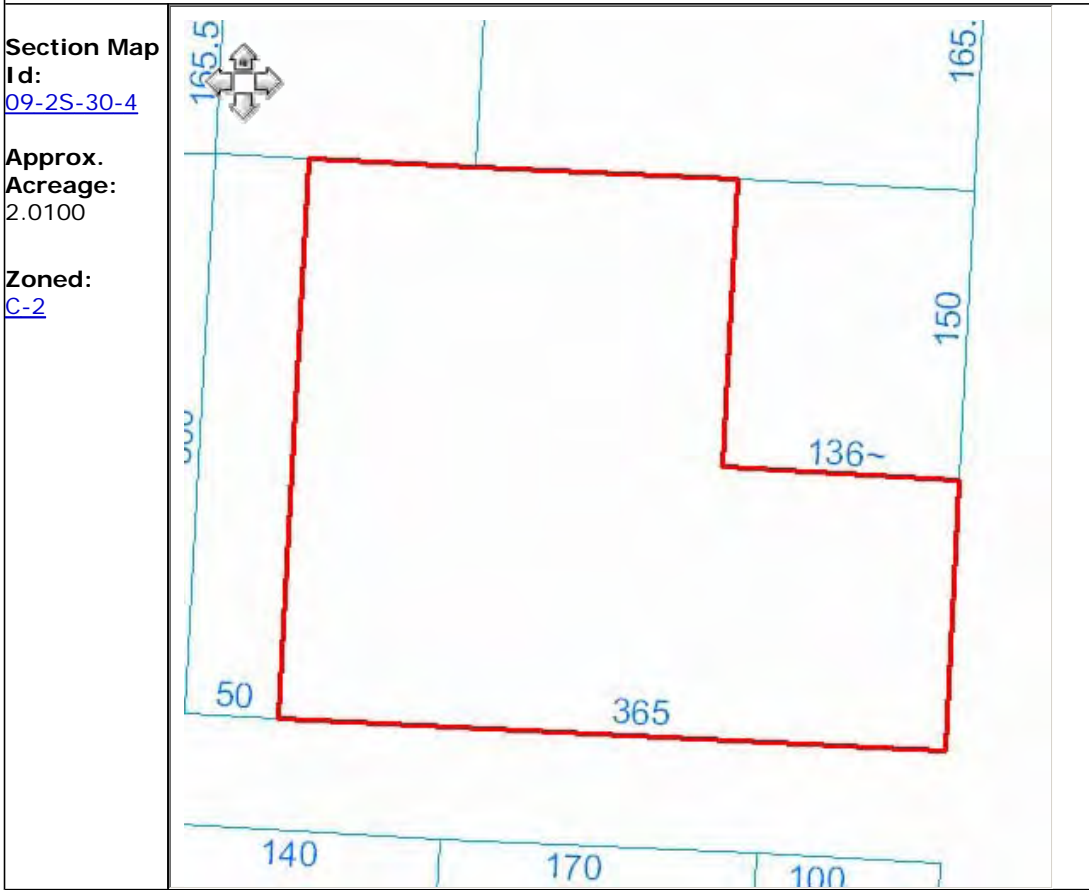
Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2003	5208	910	\$50,000	QC	View Instr
12/2000	4646	2009	\$124,900	WD	View Instr
09/1999	4463	332	\$150,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	<input type="text"/>
E 90 FT OF LT 173 ALL LT 174 AMD S1/2 OF LT 175 HYER PLACE PB 1 P 92 OR 4646/5208 P 2009/910...	
Extra Features	<input type="text"/>
6' CHAINLINK FENCE ASPHALT PAVEMENT MOBILE HOME WOOD DECK	

Parcel Information

[Restore Map](#)

[Get Map Image](#) [Launch Interactive Map](#)



Buildings
Images



6/13/12



6/2/03

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.

HOUSE OF CARS INC.

Larry Goodwin,

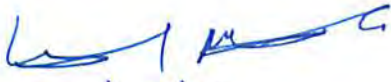
Thank you for your interest and offer in our property. We would like to make a counter offer of 10% more of the offered price which comes up to be \$368,500.00. With this 10% more of the offered price we would include the hauling away of the trailer on the property and other structures that are on the property.

We strongly believe that this will save the county a lot of hassle and money in cleaning the property.

Please feel free to contact us if you have any questions and concerns.

Sincerely,

Mr & Mrs. Mehmood.


01/28/13

SUMMARY APPRAISAL REPORT

±88,500 SF OF COMMERCIAL LAND

LOCATED AT
3601 N PACE BOULEVARD
PENSACOLA, FLORIDA 32505

AS OF JANUARY 26, 2012

VC12BM6788



PREPARED FOR

ESCAMBIA COUNTY PUBLIC WORKS
213 S PALAFOX PLACE, SECOND FLOOR
PENSACOLA, FLORIDA 32591-1591

BY

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Individual Member

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

R. SHAWN BRANTLEY, MAI, CCIM
FL. CERT GEN RZ289
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER, G00419

BARBARA M. MARTIN, MAI
FL. CERT GEN RZ2552

BRUCE A. BLACK
FL. CERT GEN RZ2714

BARBARA S. BRANTLEY, CPA
ADMINISTRATION & FINANCE

DAVID C. SINGLETON, MBA
FL. TRAINEE RJ2431
AL. CERTIFIED GENERAL REAL PROPERTY APPRAISER, G01003

TORRI L. MATHERNE
FL. CERT GEN RZ2987

MICHAEL MIRAGLIOTTA
FL. CERT GEN RZ2173

January 30, 2012

Ms. Judy Cantrell
Real Estate Acquisition Specialist
Escambia County Public Works Department
213 Palafox Place, Second Floor
Pensacola, 32591-1591

Re: Summary Appraisal Report of
±88,500 SF of vacant commercial
land located at 3601 N Pace Blvd
32505, Pensacola, Florida.

Dear Ms. Cantrell:

Per your request, we have inspected the above referenced property and have investigated the market for pertinent data for the purpose of providing an opinion of its market value as of January 26, 2012, being the last date of inspection of the property. The property rights appraised are the fee simple estate.

The appraised property is a ±88,500 SF parcel of commercial land located at 3601 N Pace Blvd, in Pensacola, Florida. A portion of the property is being used as a used car sales lot with a manufactured home as its sales office. The manufactured home is considered personal property since it could be removed from the site; therefore, it is not included in the valuation of the real estate.

Based on our investigation and analysis of the information gathered, we are of the opinion that the fee simple market value for the subject property as of January 26, 2012 is as follows:

FOUR HUNDRED TWENTY THOUSAND DOLLARS

(\$420,000)

Allocated as follows:

Land:	\$400,000
Site Improvements:	\$ 20,000

The above value opinion is subject to the limiting conditions and general assumptions set forth in this document.



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591
EMAIL: shawnbrantley@brantleyassociates.com · WEB ADDRESS: www.brantleyassociates.com
PHONE (850) 433-5075 · FAX (850) 438-0617

Ms. Judy Cantrell

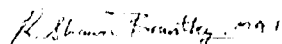
January 30, 2012

This is a summary appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it presents only summary discussions of data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

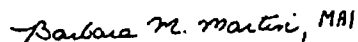
This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

We appreciate the opportunity of doing this work for you, and if there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
State-Certified General Real Estate Appraiser RZ289
Florida



Barbara M. Martin, MAI
State-Certified General Real Estate Appraiser RZ2552
Florida

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY IDENTIFICATION: Commercial Land

LOCATION OF PROPERTY: The subject site is located at the northwest corner of Pace Boulevard and Herman Street. The property address is 3601 N Pace Boulevard, Pensacola, Florida 32505.

OWNERSHIP: Robina Mehmood
3904 Sun Valley Ct
Milton, FL 32583

PURPOSE OF APPRAISAL: To provide an opinion of market value of the subject property as of a specified date.

PROPERTY RIGHTS APPRAISED: Fee Simple Estate

DATE OF VALUATION: January 26, 2012

DATE OF INSPECTION: January 26, 2012

DATE OF REPORT: January 30, 2012

ASSESSMENT (YEAR 2011) \$99,930

TAXES (YEAR 2011): \$1,562.12

ZONING: C-2, General Commercial

FUTURE LAND USE: C, Commercial

LAND AREA: ±88,500

IMPROVEMENTS: There is a manufactured home on the site that is considered personal property as it could be removed from the site; therefore, it is not included in the valuation of the real estate.

HIGHEST AND BEST USE: Various commercial uses when market conditions improve

VALUE OPINION:

LAND VALUE OPINION:	\$400,000
CONTRIBUTORY VALUE OF SITE IMPROVEMENTS	\$ 20,000
FINAL VALUE OPINION	\$420,000

2.01 ACRES OF COMMERCIAL LAND
3601 PACE BOULEVARD
PENSACOLA, FLORIDA 32505
ESCAMBIA COUNTY



G. Daniel Green

& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 haybridge drive • gulf breeze, fl 32562
tel 850.934.1707 • fax 850.932.8679

G. Daniel Green, MAI, SRA, St. Cert. Gen. REA #RZ836
Paula M. Pelezo, St. Cert. Res. REA #RD7497 | Susanne S. Timmons, St. Cert. Res. REA #RD4984
Benjamin F. McDaniel Registered Trainee #RI23426

G.DANIEL GREEN & ASSOCIATES, INC.
Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY
3601 N. Pace Boulevard
Pensacola, Florida 32505
Escambia County

REPORT DATE
December 30, 2011

INSPECTION DATE
December 20, 2011

CLIENT/INTENDED USER
Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:
G. Daniel Green, MAISRA

Certified General Real Estate Appraiser RZ836

G. Daniel Green & Associates, Inc.
103 Baybridge Drive
Gulf Breeze, Florida 32561
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

G. Daniel Green

& ASSOCIATES

December 30, 2011

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: 2.01 Acres of Vacant Land
3601 N. Pace Boulevard
Pensacola, Florida 32505
Escambia County

Dear Mr. Godwin or Ms. Cantrell,

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken, as of December 20, 2011, the date of observation; subject to the attached assumptions and limiting conditions. The intended user is the Board of County Commissioners, Escambia County, FL, c/o Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place, Pensacola, FL 32505. It is our understanding this appraisal will be utilized for internal decision making regarding the subject property. No other use of this report by any other entity or person is authorized.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of December 20, 2011 is:

\$250,000

TWO HUNDRED FIFTY THOUSAND DOLLARS

"AS-IS" FEE SIMPLE INTEREST

December 20, 2011



103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8670

gdanielgreen.com

PROPERTY ACQUISITION, 3601 N. PACE BOULEVARD, ROBINA MEHMOOD



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 06/29/13 DISTRICT 3



Owner: Robina Mehmood
3601 N. Pace Blvd.
Approximately 2.00 acres



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4818

County Administrator's Report 13. 2.

BCC Regular Meeting

Discussion

Meeting Date: 09/05/2013

Issue: Acquisition of Two Parcels of Real Property on Olive Road and Johnson Avenue for Stormwater Retention and Road Improvements

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Two Parcels of Real Property on Olive Road and Johnson Avenue for Stormwater Retention and Road Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize staff to make an offer to White Cedar Gardens, Inc. (Donald S. Brantley, President), as to Parcel "A" (Olive Road parcel), and Donald S. and Robbie S. Brantley as to Parcel "B" (Johnson Avenue parcel), to purchase Parcel "A" (approximately 3.05 acres) for the appraised value of \$137,000, and Parcel "B" (approximately 0.41 acres) for the appraised value of \$40,000, for a total of \$177,000 for both parcels for stormwater retention and roadway improvement purposes on Olive Road and Johnson Avenue, and subject to completion of the due diligence process. The owner has 30 days to accept the offer in writing.

[Funding Source: Fund 352, "LOST III," Account 210109/56101/56301, Project Number 10EN0363]

BACKGROUND:

Currently, Escambia County has Olive Road corridor roadway and drainage improvement projects in design. The design process indicates the need to acquire property for stormwater retention to alleviate historical flooding problems in the Olive Road/Cody Lane area, specifically Meyer Way (Mazurek Plantation Subdivision). White Cedar Gardens, Inc. (Donald Brantley, President) owns Parcel A (a vacant approximately 3.05 acre parcel) at the northeast corner of Olive Road and Cody Lane. Owner indicated to staff his willingness to sell Parcel A to Escambia County. Staff ordered and received an appraisal performed by Brantley & Associates, dated July 24, 2012, which valued Parcel A at \$137,000.

Another portion of the Olive Road corridor design includes intersection improvements at Olive Road and Johnson Avenue. Donald Brantley also owns Parcel B (a vacant 0.41 acre parcel of property) near the intersection of Olive Road and Johnson Avenue, close to Harbour Square Drive. As designed, and to protect the motoring public, this parcel is vital to the project to ensure safe realignment of Johnson Avenue with Harbour Square Drive at this intersection. The owners of Parcel B also indicated a willingness to sell. Staff ordered and received an appraisal performed by G. Daniel Green & Associates, dated April 19, 2012, which valued Parcel

B at \$40,000.

The owners, Donald Brantley as President of White Cedar Gardens, Inc., (Parcel A) and Donald Brantley and Robbie Brantley as individuals, (Parcel B), were not amenable to selling these properties at the appraised values. The owners provided a counter offer by letter, dated August 6, 2013, which indicated that Mr. Donald Brantley would sell the northerly 2.0 acres of the 3.05 acre parcel of Parcel A for \$200,000, and Parcel B for \$50,000, if the County acquires both parcels. If the County and Mr. Donald Brantley cannot agree on the particulars regarding Parcel A, then Mr. Donald and Mr. Robbie Brantley would counter offer for Parcel B for \$60,000 (appraised at \$40,000).

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, "LOST III", Account 210109/56101/56301, Project No. 10EN0363.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and will conduct the closing for the purchase of this property.

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

Owners Offer Letter

Parcel "A" information

Parcel "B" information

Appraisal Parcel "A" Olive and Cody

Appraisal Parcel "B" Olive and Johnson

aerial view maps

Larry W. Goodwin

From: Don Brantley [donbrantley2@att.net]
Sent: Sunday, August 04, 2013 9:43 PM
To: Larry W. Goodwin
Subject: Prices for Properties

August 6, 2013

Larry,

I will get right to the point. You requested that I give you a price for the properties which I own on Olive/Cody Rd and Johnson Ave. Provided the County closes within 90 days from this date, I will sell the County the following properties:

The property on Johnson Ave, which allows the county to improve the intersection with Olive road, for a price of \$50,000.

The Property on Cody Road, near Olive road, for a price of \$200,000. This does not include the first 300' from Olive North along Cody.

Also the sale of the Cody Rd property is subject to the retention of all storm water run-off from anything constructed on the property, within the scope of R6 Zoning, into the new county holding pond. This applies to myself or any subsequent owner building on this one acre parcel on Olive/Cody.

Please also note I have already had approval by the county for a turn entrance into this property from West bound traffic on Olive Rd. This was agreed and documented at the time I gave the County the turn lane property on Olive Rd.

For the record, the county should note that I paved this public road, Cody road , tied it into Jernigan Ave and except for a small portion in front of White Cedar Gardens, I paid all cost and gave it to the county.

It should also be noted that the Cody Road property is Not undeveloped property. It has Water, Sewer, and Power for 17 Lots. The preliminary plat was approved and construction was inspected and approved by the county.

These prices are very reasonable, firm and are only good for 90 days. The county must close on or before November 6, 2013.

Sincerely
Don Brantley

PARCEL "A"

<p>General Information</p> <p>Reference: 201S301101037005</p> <p>Account: 022826370</p> <p>Owners: WHITE CEDAR GARDENS INC</p> <p>Mail: 3935 W MADURA RD GULF BREEZE, FL 32563</p> <p>Situs: 800 E OLIVE RD BLK 32514</p> <p>Use Code: VACANT COMMERCIAL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0</p> <p>Land: \$65,194</p> <hr/> <p>Total: \$65,194</p> <p>Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>08/1998</td> <td>4303</td> <td>1287</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> <tr> <td>01/1998</td> <td>4211</td> <td>830</td> <td>\$960,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>04/1984</td> <td>1894</td> <td>530</td> <td>\$225,000</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>03/1984</td> <td>1886</td> <td>986</td> <td>\$100</td> <td>QC</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	08/1998	4303	1287	\$100	QC	View Instr	01/1998	4211	830	\$960,000	WD	View Instr	04/1984	1894	530	\$225,000	WD	View Instr	03/1984	1886	986	\$100	QC	View Instr	<p>2013 Certified Roll Exemptions</p> <p>None</p> <hr/> <p>Legal Description</p> <p>ALL OF THE FOLLOWING PROP LYING ELY OF PLATTED JERNIGAN AVE BEG AT NE COR OF SEC 21 S 09 DEG 22 MIN...</p> <hr/> <p>Extra Features</p> <p>None</p>
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03/1984	1886	986	\$100	QC	View Instr																										

Parcel Information

Section Map Id:
[20-1S-30-2](#)

Approx. Acreage:
3.0500

Zoned:
R-6

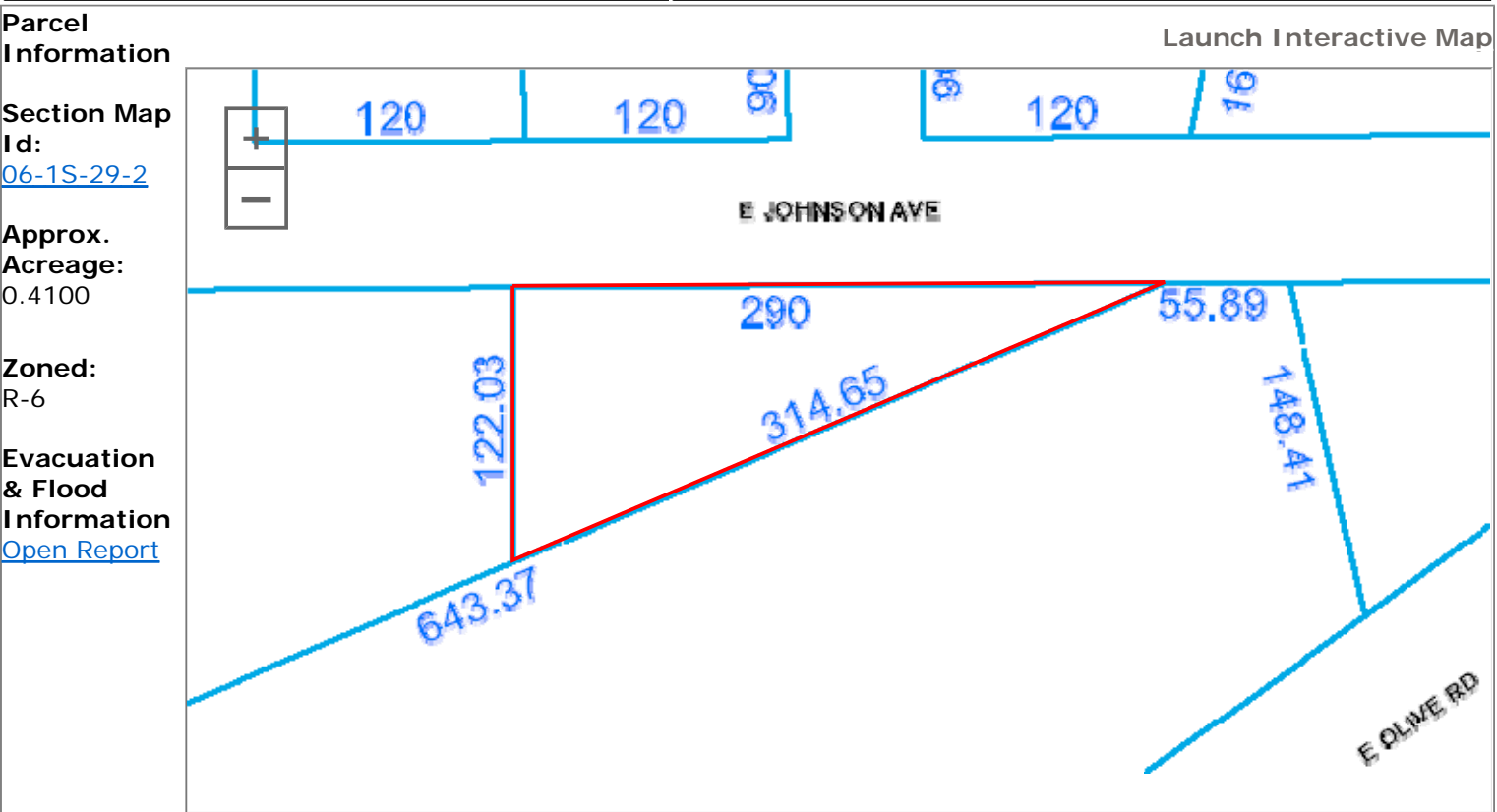
Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

PARCEL "B"

<p>General Information</p> <p>Reference: 061S291009020001</p> <p>Account: 010317103</p> <p>Owners: BRANTLEY DONALD S & ROBBIE S</p> <p>Mail: 4139 LYRIC LN PENSACOLA, FL 32514</p> <p>Situs: JOHNSON AVE 32514</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>2013 Certified Roll Assessment</p> <p>Improvements: \$0</p> <p>Land: \$15,190</p> <hr/> <p>Total: \$15,190</p> <p>Save Our Homes: \$0</p> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>
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Sale Date	Book Page	Value	Type	Official Records (New Window)												
01/1988	2498 441	\$100	WD	View Instr												
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SUMMARY APPRAISAL REPORT

APPROXIMATELY 3.05 ACRES OF LAND

LOCATED ALONG OLIVE ROAD AND CODY LANE
IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA

AS OF JULY 19, 2012

B & A File No.: VMF12MM7163-2; PO No.: 121377



Subject Property viewing northwest from Olive Road (photo taken July 19, 2012)

PREPARED FOR
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE, SECOND FLOOR, SUITE 11.101
P.O. BOX 1591
PENSACOLA, FLORIDA 32591-1591

BY

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION

100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591
PHONE: (850) 433-5075 FAX: (850) 438-0617 EMAIL: shawnbrantley@brantleyassociates.com



R. SHAWN BRANTLEY, MAI



Brantley & Associates Real Estate Appraisal Corp.

Mobile

*

Pensacola

*

Panama City

R. Shawn Brantley, MAI, CCIM

FL: Cert Gen RZ 289

AL: Certified General Real Property Appraiser G00419

Barbara M. Martin, MAI

FL: Cert Gen RZ 2552

Bruce A. Black

FL: Cert Gen RZ 2714

Barbara S. Brantley, CPA

Administration & Finance

David C. Singleton, MBA

FL: Cert Gen RZ 3501

AL: Certified General Real Property Appraiser G01003

Torri L. Mathern e

FL: Cert Gen RZ 2987

Michael Miragliotta

FL: Cert Gen RZ 2173

July 24, 2012

Ms. Judy Cantrell
Engineering Department
3363 West Park Place
Pensacola, Florida 32505

RE: Approximately 3.05 acres of land located in Section 20, Township 1 South, Range 30 West, at the northeast corner of Olive Road and Cody Lane in Escambia County, Florida

Dear Judy Cantrell:

Per your request, we have made a personal inspection of the above referenced property for the purpose of estimating market value as of the date of inspection.

The subject property consists of approximately 3.05 acres of land. The subject property is located along the east side of Cody Lane in the Pensacola, Florida.

We have analyzed the data, made a comparative analysis for the subject and have estimated the fee simple market value of the above referenced property as of July 19, 2012 to be:

**ONE HUNDRED THIRTY SEVEN THOUSAND DOLLARS
(\$137,000)**

The above value estimate is subject to the limiting conditions and assumptions as reported in the body of this appraisal plus the following extraordinary assumptions and/or hypothetical conditions:

- **We have not received a survey of the subject tracts and are not surveyors. We have defined the parcels to the best of our ability as described herein, using public records. We assume the parcel exists as set forth in this document and that this would be confirmed by a survey.**



R. SHAWN BRANTLEY, MAI

100 NORTH SPRING STREET · POST OFFICE BOX 12505 · PENSACOLA, FLORIDA 32591

EMAIL: shawnbrantley@brantleyassociates.com · WEB ADDRESS: www.brantleyassociates.com

PHONE (850) 433-5075 · FAX (850) 438-0617

Ms. Cantrell

July 24, 2012

We are attaching our report containing certain factual data and opinions formed in making the value estimate. The appraisal assignment was not based on a minimum valuation, specific valuation, or the approval of a loan.

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. The appraiser is not responsible for unauthorized use of this report.

We appreciate the opportunity of doing this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



R. Shawn Brantley, MAI, CCIM
Cert Gen RZ 289
Florida



Michael Miragliotta
Cert Gen RZ 2173
Florida

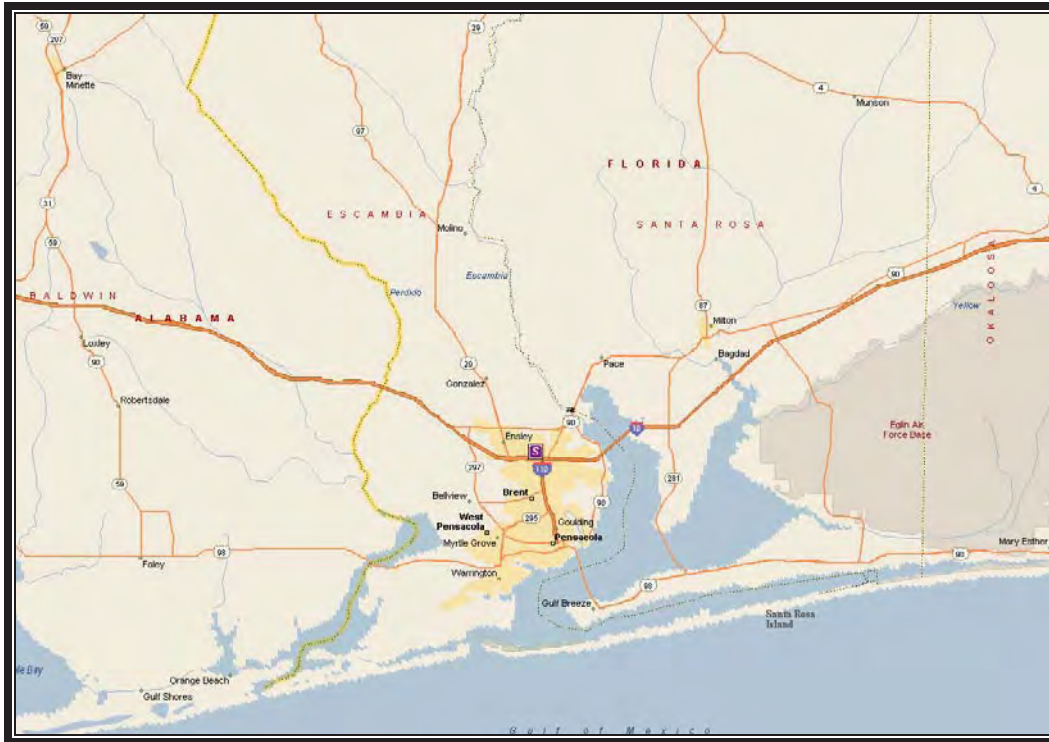
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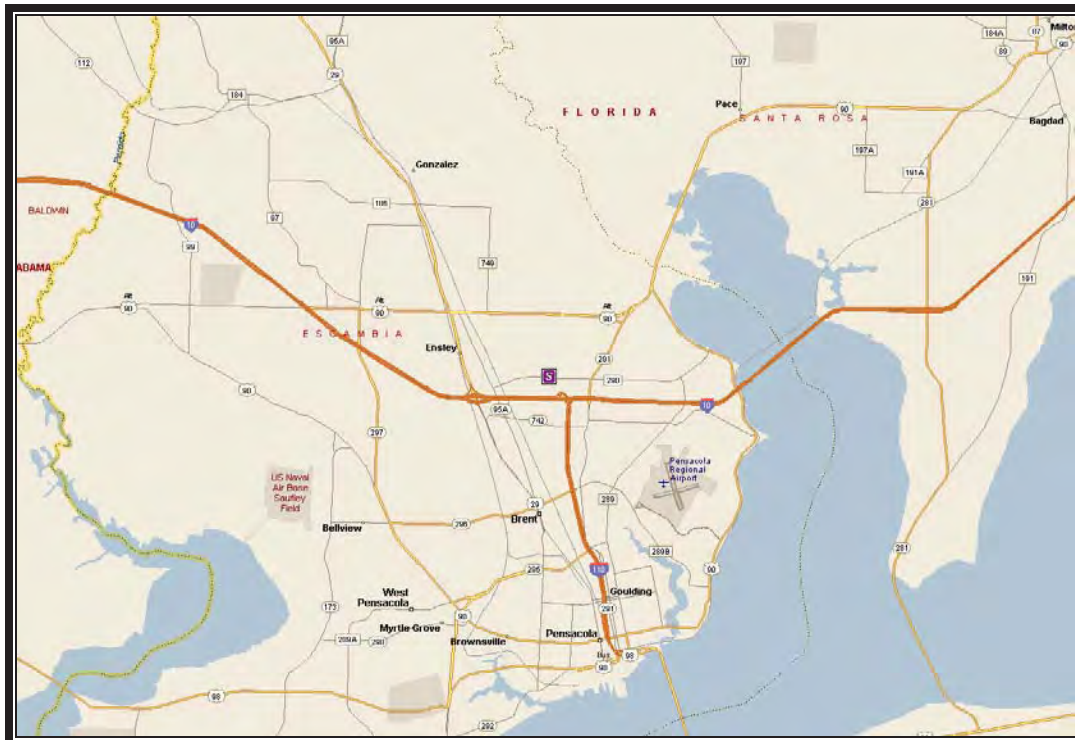
SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Approximately 3.05 acres of land located in Sections 20 Township 1 South, Range 30 West in Escambia County, Florida.
OWNERSHIP:	White Cedar Gardens, Inc.
LOCATION OF PROPERTY:	The subject property has frontage along the east side of Cody Lane and north side of West Olive Road.
PURPOSE OF APPRAISAL:	To estimate the market value of the subject property as of the specified date stated within.
PROPERTY RIGHTS APPRAISED:	Fee Simple, less all oil, gas and mineral rights
DATE OF VALUATION:	July 19, 2012
DATE OF REPORT:	July 24, 2012
TOTAL 2011 ASSESSMENT:	\$65,194
GROSS 2011 TAXES:	\$1,023.01
ZONING:	R-6, Commercial and Residential District
FUTURE LAND USE:	MU-U, Mixed Use-Urban
HIGHEST AND BEST USE:	Speculative investment
FINAL VALUE ESTIMATE:	\$137,000

BROAD LOCATION MAPS INCLUDING THE SUBJECT

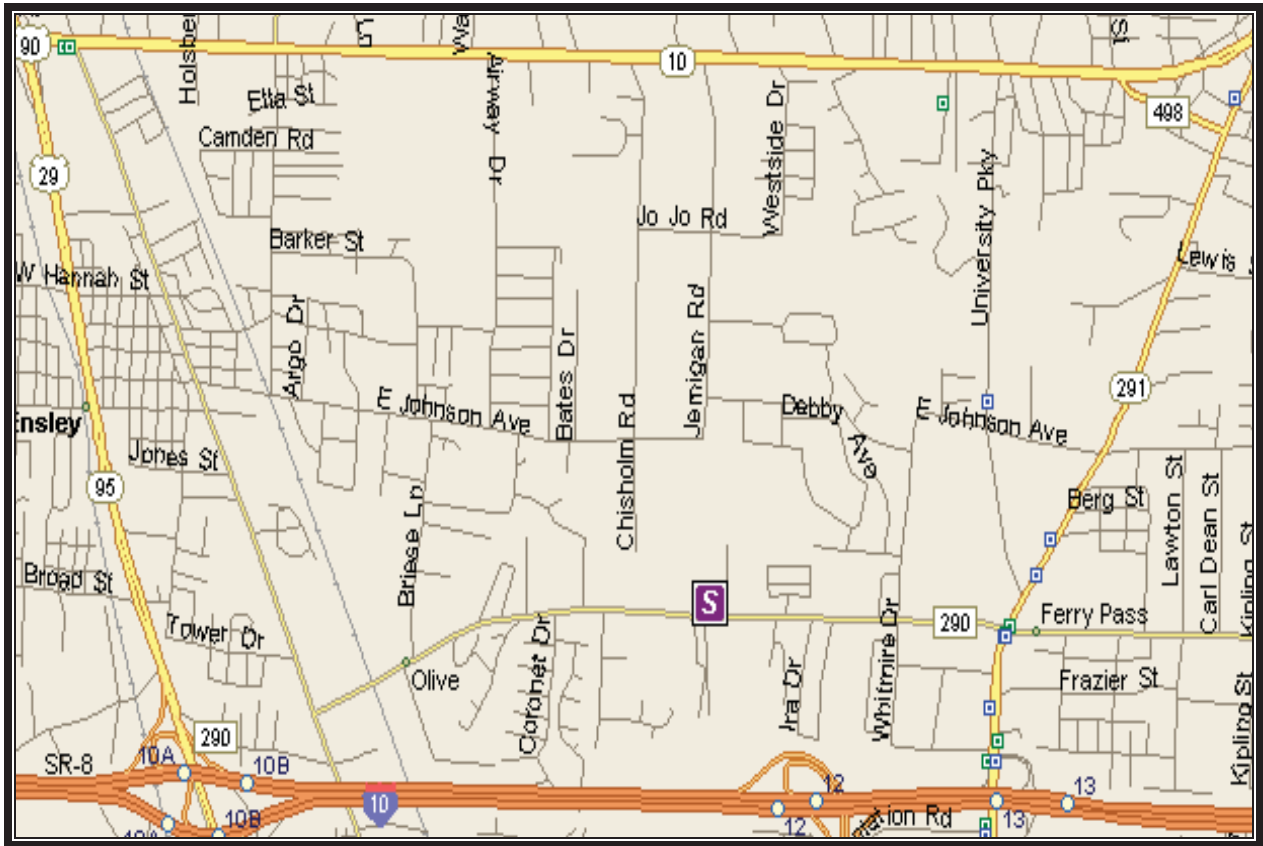


Northwest Florida and South Alabama



Escambia, Santa Rosa Counties, Florida

NEIGHBORHOOD MAP INCLUDING THE SUBJECT

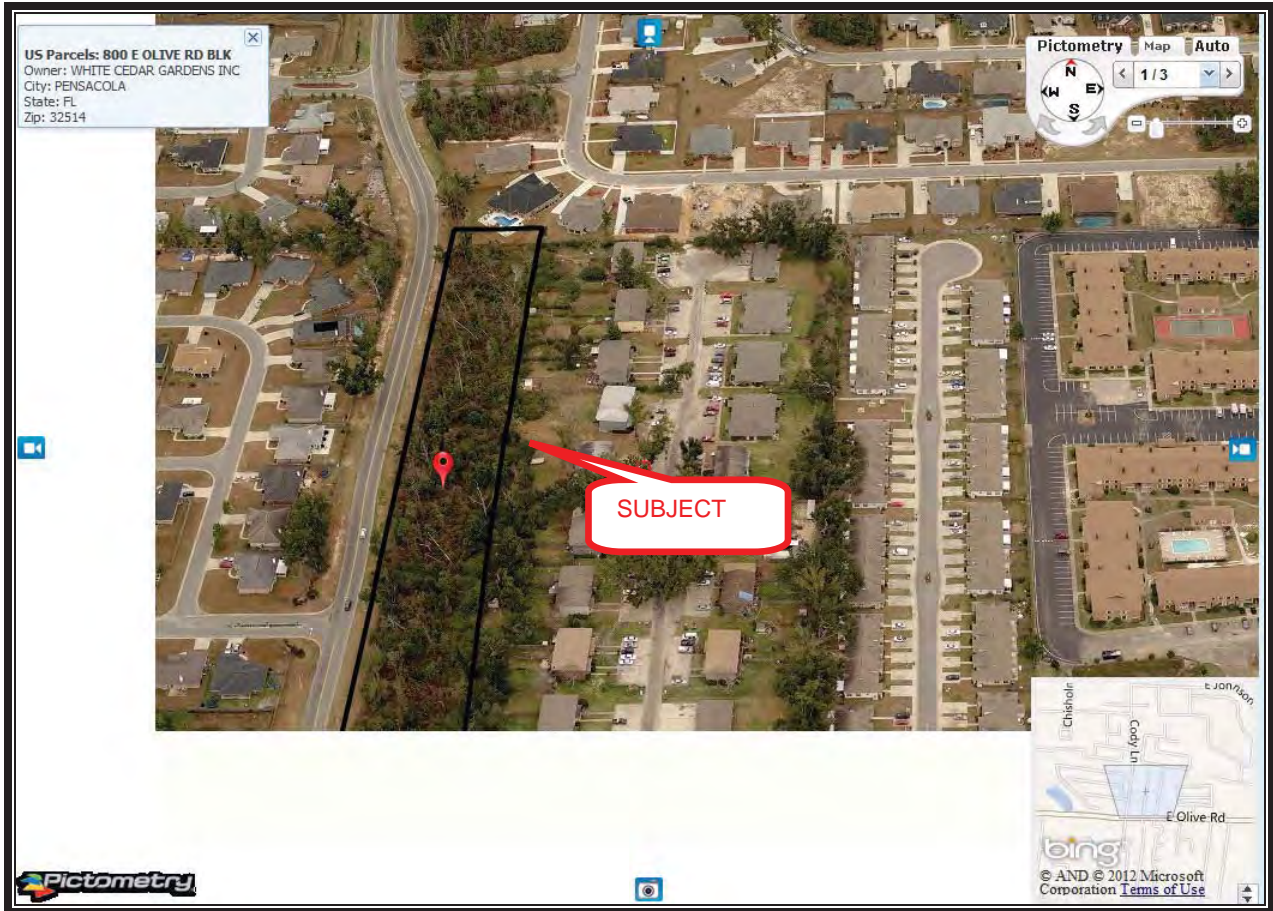


Subject neighborhood in North Escambia County, Florida

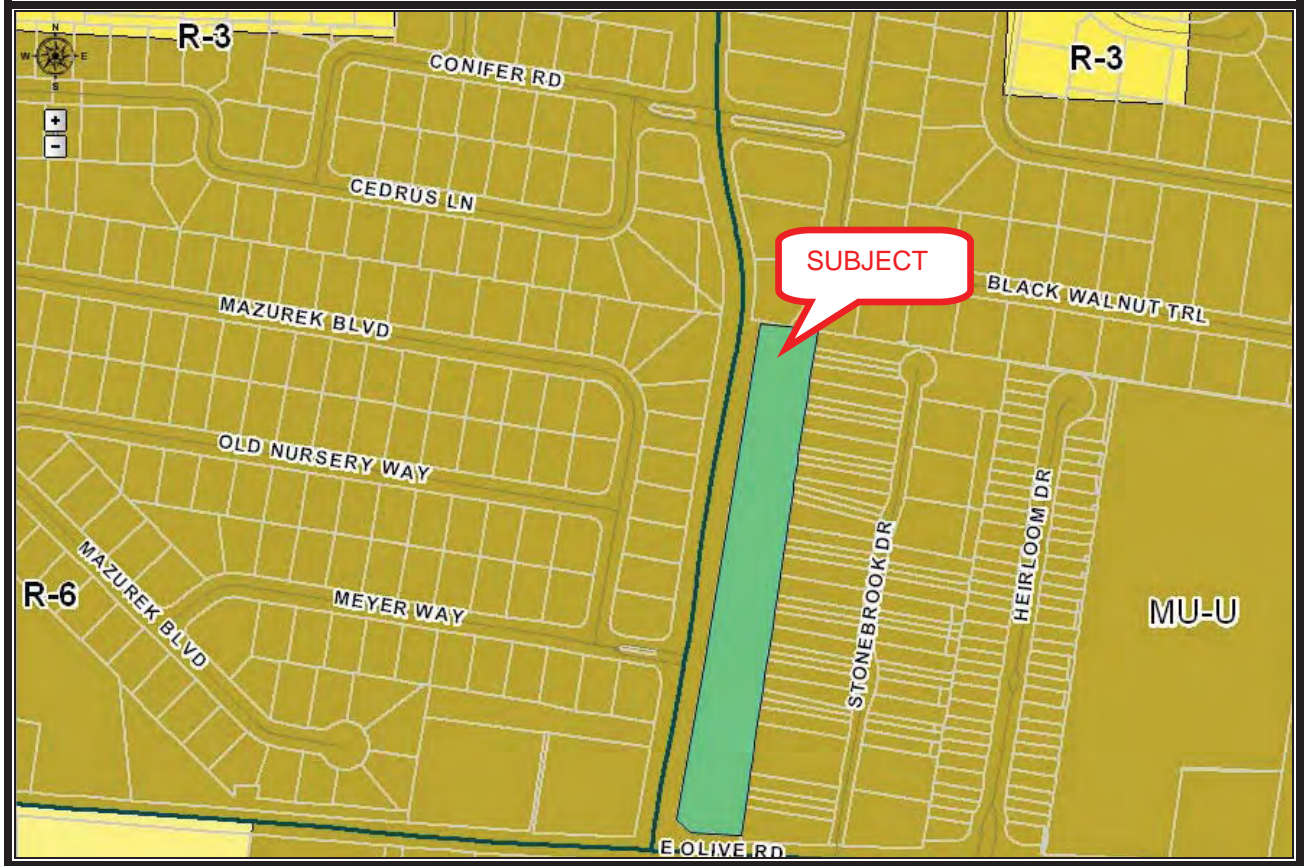
LOCATION MAP INCLUDING THE SUBJECT



PICTOMETRY ONLINE AERIAL



ESCAMBIA COUNTY ZONING AND FUTURE LAND USE MAP



Zoning: R-6, Neighborhood Commercial and Residential
Future Land Use: MU-U, Mixed Use-Urban

SOIL MAP EXHIBIT OF SUBJECT PROPERTY



Soil Map—Escambia County, Florida

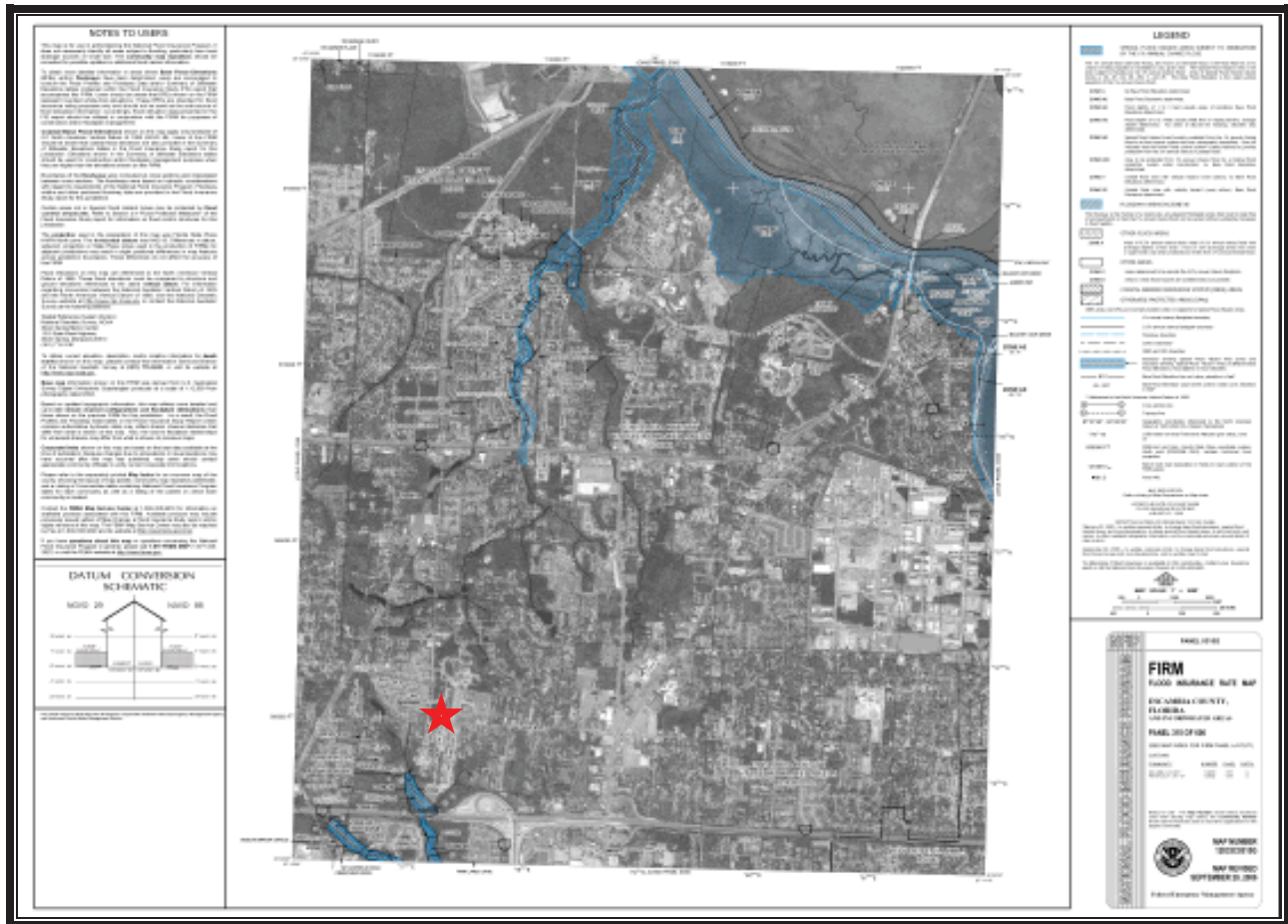
Map Unit Legend

Escambia County, Florida (FL033)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
38	Bonifay loamy sand, 0 to 5 percent slopes	2.3	66.4%
54	Troup-Poarch complex, 8 to 12 percent slopes	1.2	33.6%
Totals for Area of Interest		3.4	100.0%

SOILS MATERIALS AND CHARACTERISTICS

Symbol	Soil Type	Slope %	Drainage	Soil Material & Characteristics
38	Bonifay loamy sand	0-5	Well-drained	This very deep, well-drained soil is on nearly level summits and gently sloping shoulder slopes of ridges in the central and northern parts of the county. Low water capacity; permeability is rapid in the surface and subsurface layers and moderately slow in the subsoil; no flooding. Suited for cultivated crops, pasture use, growth of hay, slash, loblolly, and longleaf pines, recreational use, and most urban uses.
54	Troup-Poarch complex	8-12	Somewhat excessive	Located on strongly sloping hillsides in Central and Northern Escambia County. The soil is found on shoulder slopes and upper side slopes. Has moderate water capacity, moderately slow water permeability and does not flood. Not suitable for cultivated crops, urban or recreational uses due to sandy texture and poor septic ability during wet periods. Suited to pasture use, growth of hay, and slash, loblolly and longleaf pines.

FEMA FLOOD MAP EXHIBIT OF SUBJECT PROPERTY



FEMA Map Panels 12033C0315G updated on September 26, 2006, shows the subject is located in Flood Zone "X", an area outside flood probability.

PHOTOGRAPHS OF SUBJECT PROPERTY
(Photographs taken 7/19/2012)



View of subject property to the northwest from Olive Road



View of subject property to the northeast from intersection of Olive Road and Cody Lane

PHOTOGRAPHS OF SUBJECT PROPERTY (continued)



View of subject property to the southeast from Cody Lane



View of subject property to the east from Cody Road

PHOTOGRAPHS OF SUBJECT PROPERTY (continued)



Viewing east along Olive Road - subject property on the left



Viewing north along Cody Lane - subject property on the right

APPRAISAL PREPARED FOR (INTENDED USER)

Ms. Judy Cantrell
Board of County Commissioners
c/o Engineering Department
3363 West Park Place
Pensacola, Florida 32505

DATE OF REPORT

July 24, 2012, which is the day the report was completed and sent to the client.

DATE OF INSPECTION

The property was inspected on July 19, 2012.

DATE OF VALUE ESTIMATE

July 19, 2012.

PROPERTY RIGHTS TO BE APPRAISED

All present and future benefits and rights of the property in fee simple unencumbered title that is free and clear of all leases, mortgage indebtedness, other liens or special assessments against the property. Mineral, gas, and oil rights are not included in this appraisal.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of subject as of the date specified.

INTENDED USE OF APPRAISAL

It is our understanding that the client will use this appraisal for internal decision making.

APPRAISAL PROBLEM

The appraisal problem is to estimate the market value of the subject property in fee simple. We believe the best solution to the valuation problem is through the examination of the most similar sales data that we could obtain, augmented by adjustments to account for differences from the characteristics of the subject property.

SCOPE AND EXTENT OF COLLECTING, CONFIRMING AND REPORTING DATA

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use.

The Appraiser conducted an appraisal analysis and the conclusions of this analysis are reported in a summary format with all relative information included within this report.

Primary data concerning region, neighborhood and the property was obtained through research provided by the State of Florida and the local Chamber of Commerce; other information obtained from discussions with the city and county government officials, taxing authority, zoning authority, the Property Appraiser's Office and utility companies. Secondary data was obtained from the Northwest Regional Planning Council and Metro Market Trends (a data base company).

This firm has completed a number of appraisal assignments in the immediate area. The appraiser was able to identify the subject property utilizing information provided by the public records. After inspecting the property, we have gathered the necessary information for use with the sales comparison approach to value. The appraiser gathered this information from public records, Pensacola Multiple Listing Service, and Metro Market Trends (a data base company). The sales comparison method will involve physical comparison with similar undeveloped properties, which have sold recently. After obtaining a value indication from this approach, we reconcile to a final value estimate.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analyses. Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data. The search was limited to Northwest Florida, with most emphasis placed on those areas most approximate or similar to the subject. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

DEFINITION OF MARKET VALUE

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well informed or well advised and each in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

EXPOSURE TIME

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market.

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation (1/1/08-12/31/09).

Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.²

We estimate the exposure time for this property to be 6 to 12 months.

MARKETING PERIOD

Reasonable marketing time is an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.³ The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

² Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 6, 1993, pages 2-5 through 2-8.

³ Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 2-2, Advisory Opinion G-7, January 6, 1993, page 2-8.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar property. In addition, brokers familiar with the subject neighborhood were contacted and the marketing period is supported by findings from these interviews.

We estimate the marketing time for this property to be 6 to 12 months.

PROPERTY IDENTIFICATION & LEGAL DESCRIPTION

The subject property is comprised of approximately 3.05 acres of vacant land located along the north side of Olive Road and east side of Cody Lane. The Escambia County Property Appraiser has identified the subject property as being property reference numbers 20-1S-30-1101-037-005. We were not provided with a legal description. The Property Appraisers records were difficult to understand. We also reviewed two deeds listed on the Property Appraisers records and found they described several parcels which we could not identify. Therefore, we relied on the Property Appraisers tax map as shown in the front of this report to identify the area of the subject property and estimated the dimensions based on scaling of the tax map.

LOCATION OF SUBJECT PROPERTY

The subject property is located along the north side of Olive Road and the east side of Cody Lane, this is approximately 1.5 miles east of Pensacola Boulevard (US Highway 29) in the north central area of Escambia County, Florida. The subject property is situated in Sections 20, Township 1 South, Range 30 West in Escambia County, Florida.

OWNERSHIP, ASSESSMENTS AND TAXES

The subject property has been identified by the Escambia County Property Appraiser's Office as property reference numbers 20-1S-30-1101-037-005 owned by White Cedar Gardens, Inc., 3935 W. Madura Road, Gulf Breeze, Florida 32563. The assessment and tax data is assembled below:

PROPERTY REFERENCE NO.	ACREAGE	2011 ASSESSEMENT		2011 TAXES
		LAND	IMPROVEMENTS	
20-1S-30-1101-0037-005	3.05	\$65,149	\$0	\$1,023.01

The reader should note that the 2011 gross taxes for the property reference number is inclusive of a non ad-valorem assessment for fire service. The assessment and tax records for the above listed property reference number can be found in the addenda of this report. The public records show that the 2010 and 2011 real estate taxes have not been paid. Tax certificates #1133 and #1324 have been sold. The total past due taxes are \$2,454.09 as of this date.

ZONING, LAND USE PLAN, CONCURRENCY

The property lies outside the city limits of Pensacola, Florida, and is within the zoning jurisdiction of Escambia County, Florida. According to the Escambia County Planning and Zoning Department, the subject property is subject to the R-6, Commercial and Residential zoning district. A copy of the zoning regulations have been placed in the addenda.

Future Land Use - The subject parcel is located within the MU-U, Mixed Use-Urban, future land use designation.

Concurrency - Development orders or permits require a Certificate of Concurrency with approval contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, and waste) will be available concurrent with the impact of the proposed development. We are not aware of any concurrency issues associated with this location.

HISTORY OF SUBJECT PROPERTY

We are not aware of any recorded transactions in the public records of Escambia County in the past five (5) years.

The most recent transactions were recorded in August and January 1998. The most recent recording was a Quit Claim Deed recorded in ORB 4303 Page 1287 of the public records of Escambia County in August 1998. The parties to the transaction were Shawky E. Arnal K Shamma, and Shawky E. Shamma as trustee of N & S Irrevocable Trust, Grantee to Brantley-Knepper Development, Inc.. Based on documentary taxes paid on the deed the purchase price was a nominal \$100.00.

Second, was a Warranty Deed recorded in ORB 4211 Page 830 of the public records of Escambia County in January 1998. The parties were Jerry Brown, Grantor and Brantley-Knepper Development, Inc., Grantee. The consideration was \$960,000 based on documentary stamps of \$6,720. Copies of these deeds have been placed in the addenda.

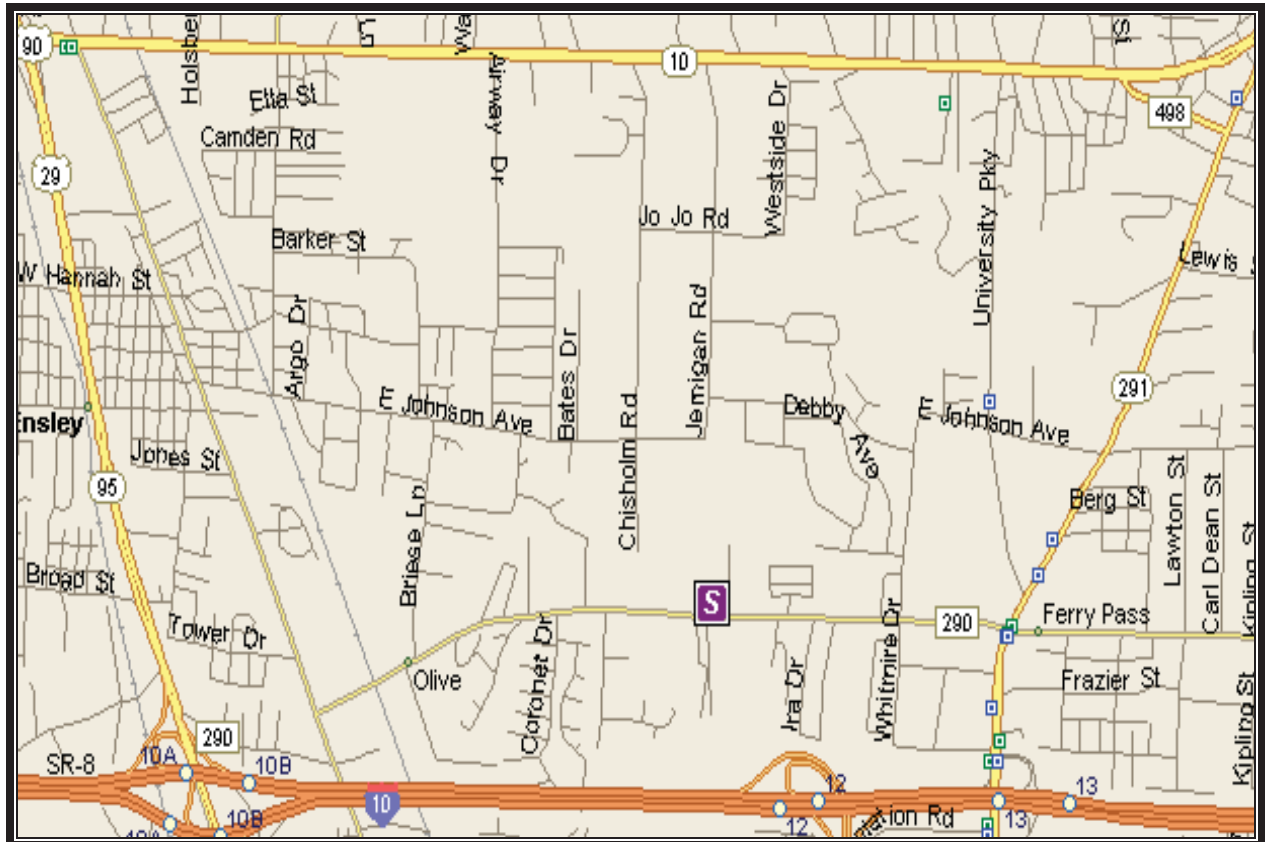
Due to the age and nature of these transactions we did not consider them in our analysis. We are not aware of any other offers, contracts, options, or listings pertaining to the subject property. We are aware that the market has declined dramatically since these transactions occurred.

GENERAL AREA DATA

A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

ANALYSIS OF SUBJECT NEIGHBORHOOD

The subject neighborhood is represented largely by the suburban portions of Escambia County, in Florida. The graphic below generally depicts the neighborhood.



We define the neighborhood boundaries as Interstate 10 to the south, Davis Highway (SR 292) to the east, Nine Mile Road to the north and Pensacola Boulevard (US Highway 29) to the West. With the exception of the major neighborhood

thoroughfares, this area is densely developed with mostly single-family residential dwellings, with some multi-family development scattered throughout as well. Commercial development is confined primarily to the major thoroughfares. Davis Highway and Pensacola Boulevard, which form the eastern and western neighborhood boundaries, connect the area to the Pensacola Central Business District. Davis Highway is a five-lane roadway, with a major signalized juncture with Olive Road, upon which the subject property is located. Olive Road is a major two-lane thoroughfare running in the middle of the neighborhood and connecting Pensacola from east to west. Palafox Highway/Pensacola Boulevard, the western boundary, is the major north south connector that connects the neighborhood southward to the Central Business District and Northward to U.S. 90 (Nine Mile Road) (which connects eastward to neighboring Santa Rosa County and westward to Pensacola suburbs).

This neighborhood is surrounded by concentrated retail shopping districts in Northwest Florida. The most visible retail establishment is University Mall, which is presently undergoing renovation located at the intersection of North Davis Highway and Interstate 10, approximately 2-miles (+/-) southeast of the subject property. Additionally, near University Mall, there are numerous neighborhood strip shopping centers (Tradewinds, Pensacola Square, North Plaza, Sports Authority complex and Palafox Plaza), grocery stores, freestanding retail structures, nationally recognized fast food and dine-in restaurants.

The West Florida Regional Hospital (Hospital Corporation of America) campus is located at the intersection of Davis Highway and Olive Road (1.3-miles +/- east of the subject property). Included as part of the West Florida Hospital complex are Medical Center Clinic, the West Florida Cancer Center, and the Diagnostic Center.

The future of the neighborhood appears stable as this area is surrounded and supported by the middle class residential neighborhoods in the Greater Pensacola area.

We reviewed the demographic and income data provided by the University of West Florida from esri.com, which describes the neighborhood as a moderate to middle income neighborhood. The median income level for 2011 was \$36,877, average income of \$47,034 and per capita income of \$20,994. Twenty percent which is the largest grouping of the household income is within \$50,000 to \$74,999.

Overall, growth within this neighborhood has slowed greatly, and sales activity in general has slowed over the past several years due to a recent strong recession, which ended in about 2009, but continues with very slow growth and has remained relatively flat since then. Although we believe that some demand for commercial and residential properties should continue, the future of the market in general remains uncertain, and a national economic recovery is likely a pre-requisite to improvement in the market locally.

DESCRIPTION OF THE SUBJECT PROPERTY

Site Description - We were not provided with a survey of the subject property; therefore, we used the Escambia County GIS mapping information found on the public web site of the Escambia County Property Appraiser (<http://www.ecpa.org/>) for the acreage. According to the information provided by Property Appraiser's records the appraised property contains approximately 3.05 acres.

The subject property is about 1 mile west of Davis Highway and 1.4 miles east of Palafox Highway at the northeast corner of Olive Road and Cody Lane. The subject property benefits from +/- 1,045' (scaled) road frontage along the west side of Cody Lane, and +/- 120' (scaled) along Olive Road, which we estimated from the county GIS maps. Olive Road is a heavily traveled two-lane, paved, roadway that connects Palafox Highway to the west to Scenic Highway to the east. Cody Lane is a local neighborhood

connector that extends from just south of Olive Road north about .75 miles to Johnson Avenue.

The property has level topography with heavy natural undergrowth. The Dense natural growth prevented a complete inspection of the interior of the site. Utilities available to the subject property include public sanitary sewer and water (Emerald Coast Utilities), electricity (Gulf Power Company), telephone (BellSouth). Per FEMA map panels 12033C0315G, revised September 6, 2006, the subject property lies in flood zone "X". Zone "X" is assigned to areas that are not prone to flooding. Soils for the subject property are all uplands. Soil and flood maps were presently previously in the exhibits section of the report.

Other site improvements- We did not observed any site improvements.

HIGHEST AND BEST USE

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."

In estimating highest and best use of the subject site, the following were taken into consideration:

- 1) The uses legally permissible at that site
- 2) The uses physically possible on the site
- 3) Financially feasible uses of the site
- 4) The most productive use of the property

"AS VACANT"

Legally Possible Uses: The subject property consists of 3.05 acres of vacant land that is subject to the R-6, Neighborhood commercial and residential district. This is a cumulative permitting uses in previous districts, intended to provide high density residential development as well as limited commercial uses such as offices, professional, neighborhood convenience shopping, retail sales and certain services. Maximum residential density under this zoning classification is limited to 25-dwelling units per acre. Considering the zoning, we believe the subject is allows high-density residential development and limited neighborhood commercial use. Currently the property is covered with dense natural vegetation.

Physically Possible Uses: With a site area of approximately +/-3.05 acres, the subject property is suitable for a variety of uses. The property is slightly irregular in shape but basically rectangular with an overall average utility. The property benefits from approximately +/-1,045' (scaled) of paved road frontage along Cody and 120' (scaled) along Olive Road. Interior access is rated as good via frontage of Olive Road and Cody Lane.

At +/-3.05 acres and the significant frontage the site is large enough to accommodate residential uses. The topography of the subject property in general, is level. According to the Soil map the soils are comprised of upland soils that are conducive to urban development.

The amount and location of the road frontage contained at the subject parcel provides accessibility and is similar to the typical rectangle (or slightly irregular) parcels that often make up residential developments. After considering these factors we conclude that presently, high density multi family residential use would be a reasonable expectation. The potential commercial development is not likely because of the depth and lack of commercial development in the area. The limited depth (+/-120') we believe this will hinder the commercial development and is not likely because of the limited frontage on Olive Road.

Financially Feasible Uses – Financially feasible uses are best exhibited by reviewing surrounding properties within the immediate area, but likewise by studying what uses might be anticipated for the foreseeable future. This is an urban (transitional) area of average residential uses situated within moderate-density residential settings. As previously mentioned, residential use could take advantage of the subject's road frontage and topography. The site could be developed with relative ease due to the amount of road frontage. We mentioned potential commercial office use for the

southern most portion of the site, but we did not observe any new or significant commercial development in the surrounding area. Residential including single and multi-family use is the use which is most prevalent in the immediate surroundings. However, we are aware that the residential market is presently saturated (over supplied) and new subdivision development is not occurring in this area.

Maximally Productive Use – We observe that the market is presently over-supplied, as the U.S. housing market is just beginning to emerge from one of the worst recessions ever. As a result, the highest and best use for the subject property is for a speculative hold until the market improves sufficiently to justify residential development. In the present market, the most likely buyer for the subject property is a speculator seeking to profit by purchasing the property at currently low prices and holding the property for future re-sell when market conditions improve.

APPROACHES TO VALUE USED AND EXCLUDED

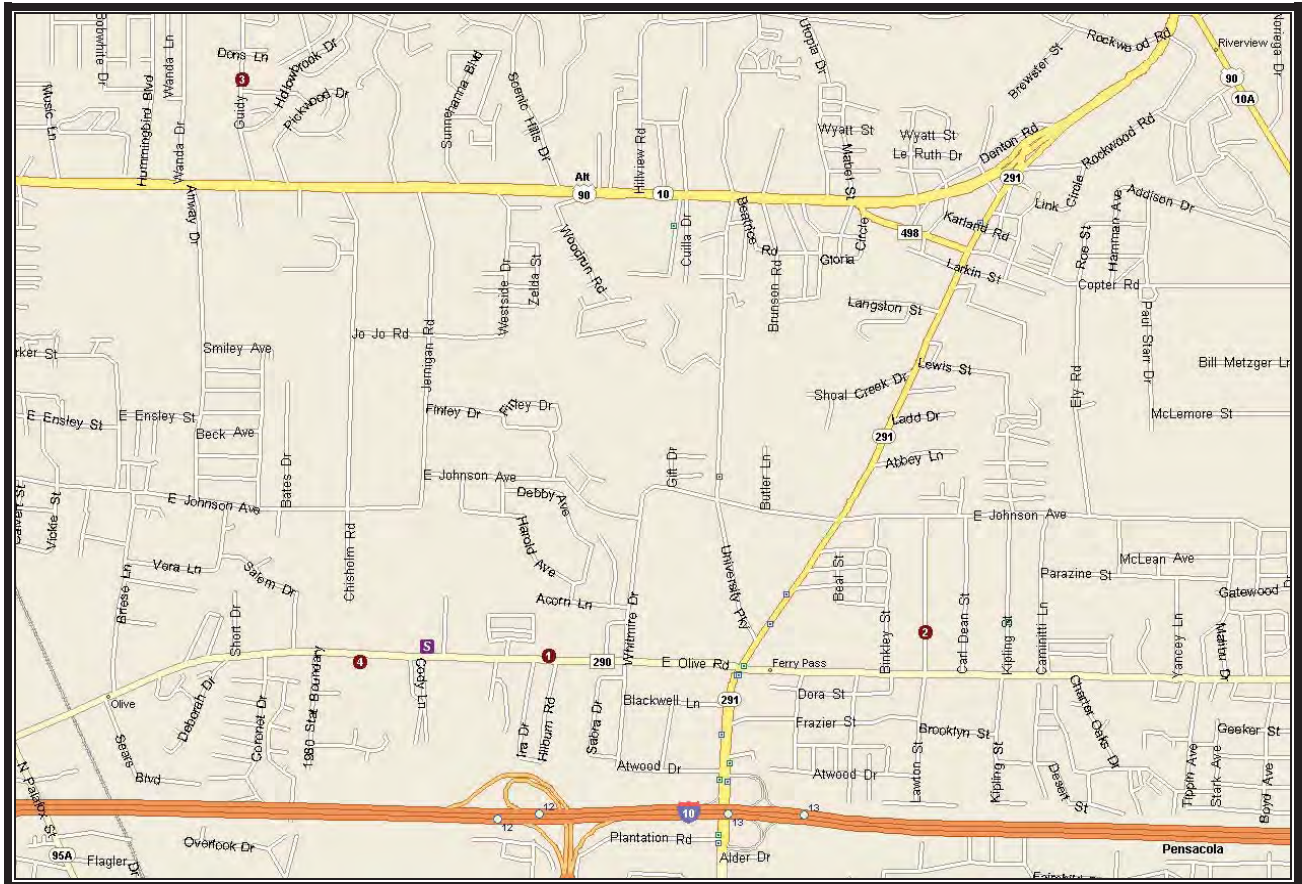
There are three approaches to value or techniques that are utilized in the appraisal of real property. The appraiser has given consideration to all three approaches, but has determined that the Income and improved sales comparison approaches are inappropriate to the valuation of the subject property. This is an appraisal analysis of a large tract of land with a proposed metal storage building that includes a small apartment. The land sales comparison approach to value is the most valid indicator of value. We will be using the sales comparison approach for determining the value of the land. The income and improved sales comparison approaches will not be used due to their lack of relevance for the valuation of land with a small, proposed improvement; and the fact that they would have minimal market support. This is due to the fact that the improvements cover only a small fraction of the land area and are unique to the extent that they cannot be mirrored with comparable sales evidence.

SALES COMPARISON APPROACH

The sales comparison approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property than the cost of acquiring a like property of equal utility. The sales comparison approach is much like the approach taken by buyers who consider several offerings of property before deciding to purchase a particular property.

The appraiser has gathered several comparable sales and listing. In selecting the comparable land sales for use in the analysis, we have sought to use transactions involving land parcels with unique natural characteristics that would have a highest and best use similar to that, which has been identified for the subject property. The subject and the comparable's location map will be followed by data sheets relative to each sale and listing. Subsequently, key information from the data sheets will be identified and summarized on a spreadsheet. The information selected for the summary consists of those elements perceived to cause variations in price.

LOCATION MAP OF SUBJECT PROPERTY AND COMPARABLE LAND SALES



Land Sale No. 1



Property Identification

Record ID 5016
Property Type Vacant Residential
Property Name Vacant Residential
Address 1210 Olive Road, Pensacola, Escambia County, Florida 32514
Location North Pensacola
Tax ID 20-1S-30-2101-023-007 & 20-1S-30-2101-034-007
Date Inspected July 21, 2012
Present Use Vacant residential
MSA Pensacola

Sale Data

Grantor Gulf Coast Community Bank
Grantee T & A Investment Properties, LLC
Sale Date May 16, 2012
Deed Book/Page 6858/833
Property Rights Fee Simple
Marketing Time 695 days
Conditions of Sale N/A
Financing N/A

Sale History 03/04/2010 for \$450,000, ORB 6567 P 60, Listed 3/2010 \$531,000

Instrument Verification Warranty Deed
Eric Gleaton, Listing Agent with Eric Gleaton Realty, Inc; 850-477-5908, July 23, 2012; Ferd Gunther, 850-433-0666, July 23, 2012; Other sources: MLS #386334, Confirmed by Michael Miragliotta

Land Sale No. #1 (Cont'd)

Sale Price \$152,500

Land Data

Zoning Escambia County, R-6, Neighborhood Commercial
Topography Level
Utilities All utilities
Dimensions Irregular
Shape Rectangular
Landscaping None
Parking No
Rail Service No
Fencing No
Flood Info X, Not prone to Flooding
Future Land Use Residential
Highest and Best Use Commercial
Encumbrances None Known

Land Size Information

Gross Land Size 5.330 Acres or 232,175 SF
Front Footage 257 ft Total Frontage: 257 ft Olive Road

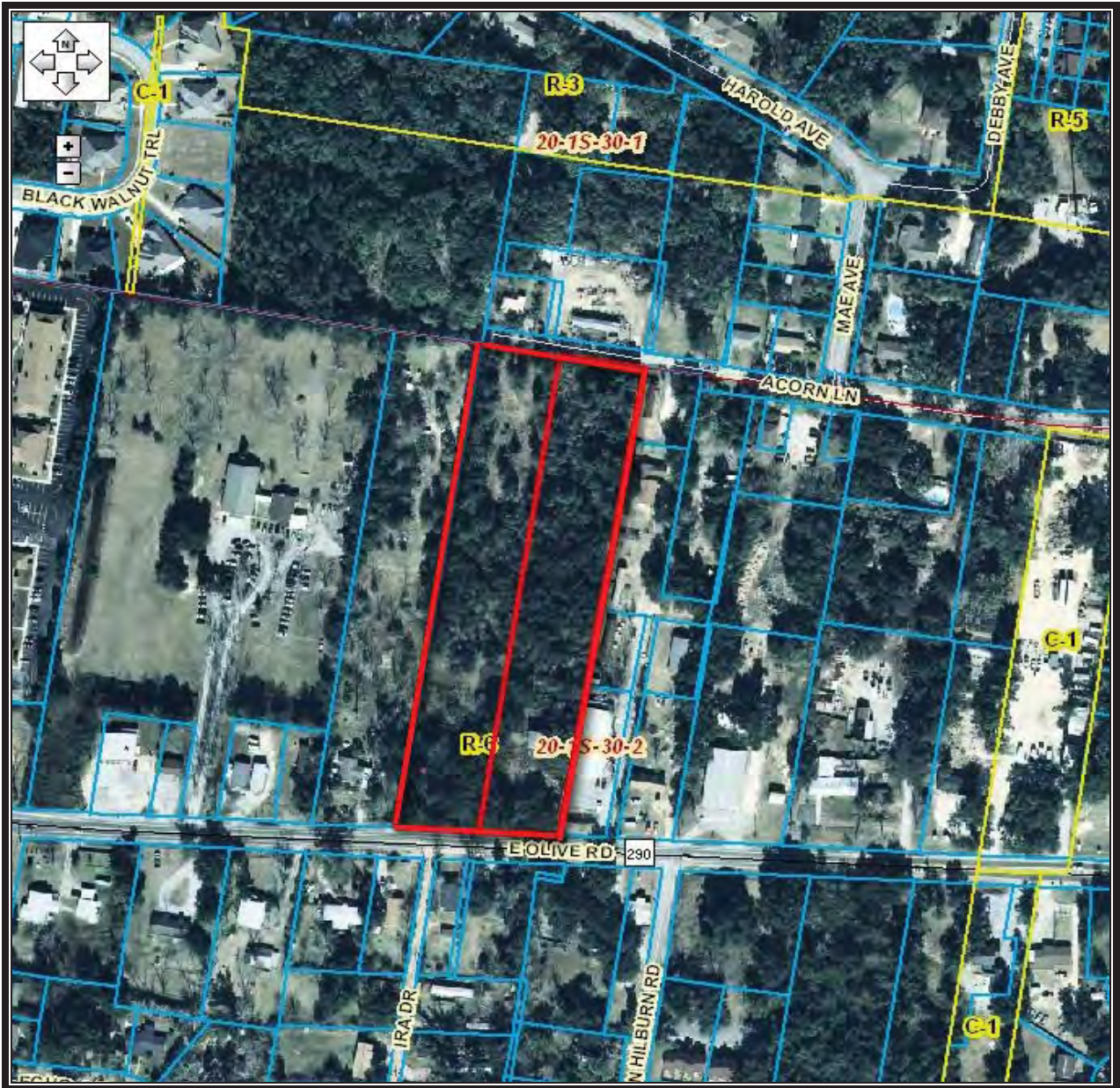
Indicators

Sale Price/Gross Acre \$28,612
Sale Price/Gross SF \$0.66
Sale Price/Front Foot \$593

Remarks

This is a sale of two contiguous parcels located north on Davis Highway, to west on Olive Road, just past Whitmire Drive in Pensacola. The property is zoned R-6 which allows 25 units per acre and has 99% Poarch sandy 0-2% slope dry soils. The building located on the site did not have any value according to the listing agent.

AERIAL OF LAND SALE 1



Land Sale No. 2



Property Identification

Record ID	4877
Property Type	Vacant Residential Land
Property Name	Vacant Multifamily Land
Address	9630 Guidy Lane, Pensacola, Escambia County, Florida
Location	ES Guidy Ln. At Aurelias Place
Tax ID	07-1S-30-1005-000-001
Date Inspected	July 11, 2011, Again June 19, 2012
Land Use Code	Othr Vacant Resid Land
Present Use	Vacant Land

Sale Data

Grantor	Berryhill Property, LLC
Grantee	R G Higdon and Judy E Higdon, Trustees of the Rev Living Trust of RG Higdon
Sale Date	July 14, 2010
Deed Book/Page	6614/1153
Property Rights	Fee Simple
Marketing Time	Unknown
Conditions of Sale	Arm's Length
Financing	Owner financed \$160,000 (no concessions)
Sale History	Prior sale 8/07 for \$130,000
Instrument	Warranty Deed (Corrective)
Verification	Judy Higdon, Grantee; 850-478-1008, July 11, 2011; Other sources: Inspection, Public Records, Confirmed by Barbara M. Martin
Sale Price	\$200,000

Land Data

Zoning	R-5, Urban Resid./Limited Office
Topography	Generally level, at road grade
Utilities	All available
Dimensions	201.10 x 627.13 x 325.00 x 520.14 x 123.90 x 106.16
Shape	Irregular
Flood Info	Zone X, minimal probability
Future Land Use	MU-U, Mixed Use Urban
Highest and Best Use	Hold for speculation
Encumbrances	No adverse noted

Land Size Information

Gross Land Size	4.374 Acres or 190,531 SF
Allowable Units	87
Front Footage	201 ft Total Frontage: 201 ft Guidy Lane

Indicators

Sale Price/Gross Acre	\$45,725
Sale Price/Gross SF	\$1.05
Sale Price/Allowable Unit	\$2,299
Sale Price/Front Foot	\$995

Remarks

This is the sale of 4.374 acres of land located on the east side of Guidy Lane in Pensacola, Florida. According to the legal description recorded with the deed, this parcel benefits from a 20' wide easement that extends 118.94' from Hollowbrook Drive to the southeast corner of the site. This easement is for the purpose of installing and maintaining underground water lines, sewer lines, storm water systems, and/or utility lines. The legal description also describes a 30' wide easement that extends into the middle of this site, but it does not appear to be adverse

AERIAL OF LAND SALE 2



Land Sale No. 3



Property Identification

Record ID	5339
Property Type	Vacant Residential Land
Property Name	Vacant Residential Land
Address	8200 Block of Lawton Street, Pensacola, Escambia County, Florida 32514
Location	WS Lawton St., 1,252.51' S of Johnson Ave.
Tax ID	17-1S-30-2101-000-047
Date Inspected	June 19, 2012
Land Use Code	Other Vacant Residential Land
Present Use	Vacant Residential Land

Sale Data

Grantor	Auburn A. Benton, Jr., Trustee
Grantee	Jack R. Acheson and Chiu-Mei Acheson
Sale Date	January 07, 2011
Deed Book/Page	6678 13
Property Rights	Fee Simple
Marketing Time	Unknown
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	None other within the previous three years
Instrument	Trustee's Deed
Verification	Deedra L. Lamy, EC Title; 850-434-3223, June 19, 2012; Other sources: Public Records, Confirmed by Bruce A. Black
Sale Price	\$50,000

Land Sale No. 3 (Cont.)

Land Data

Zoning	R-5, Urban Resid./Limited Office
Topography	Mostly Level
Utilities	All Necessary Available
Dimensions	250' x 320' x 250' x 320'
Shape	Rectangular
Flood Info	Zone X
Future Land Use	MU-U, Mixed Use Urban
Highest and Best Use	Residential Development
Encumbrances	None noted
Depth	320

Land Size Information

Gross Land Size	1.836 Acres or 79,985 SF
Allowable Units	36
Front Footage	250 ft Total Frontage: 250 ft WS Lawton St.

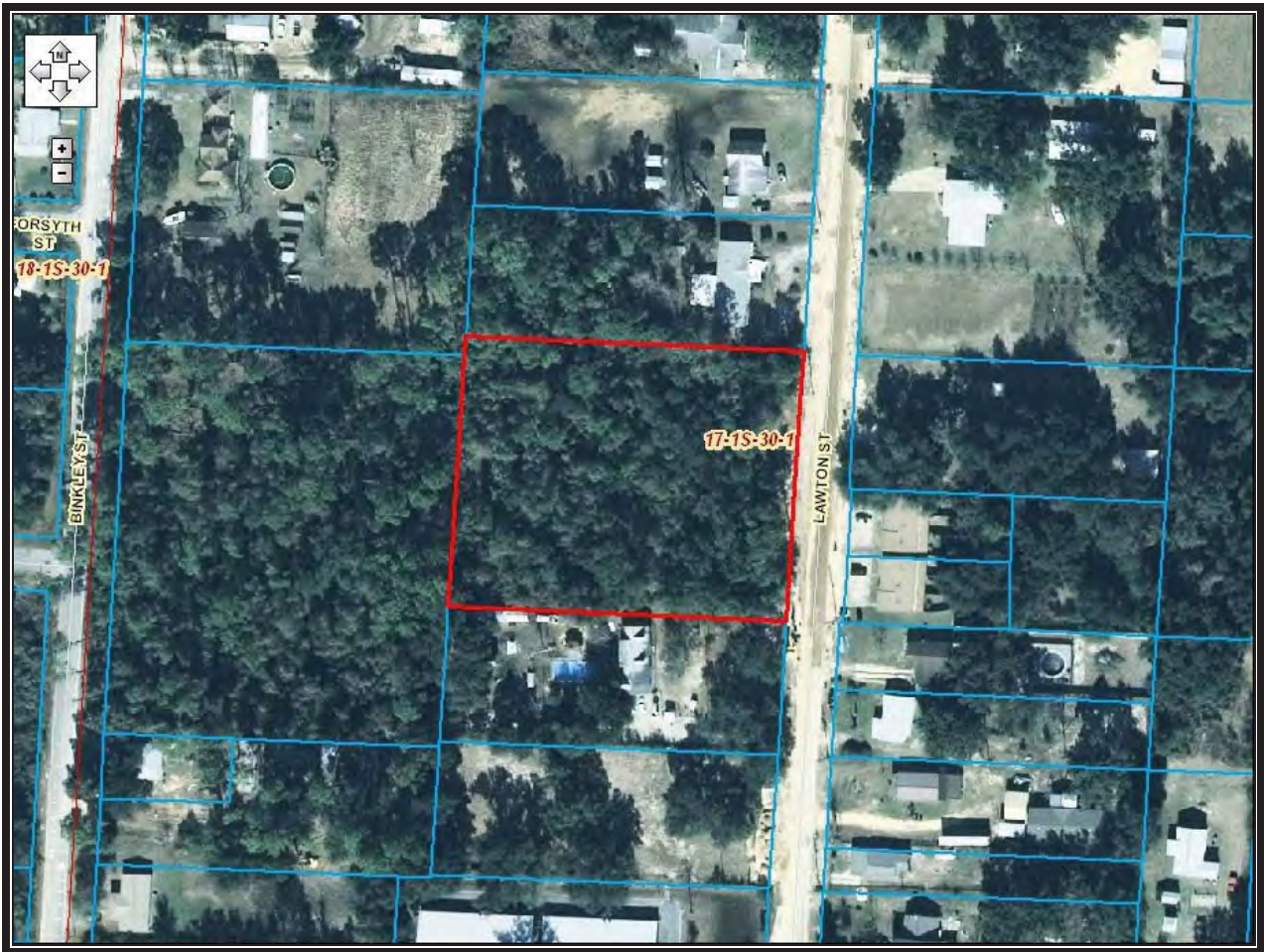
Indicators

Sale Price/Gross Acre	\$27,230
Sale Price/Gross SF	\$0.63
Sale Price/Allowable Unit	\$1,389
Sale Price/Front Foot	\$200

Remarks

This is a sale of vacant residential land located along the west side of Lawton St., in Pensacola, FL. The site remains vacant, and has been mostly cleared. It is surrounded by residential uses.

AERIAL OF LAND SALE 3



Land Listing No. 4



Property Identification

Record ID	5365
Property Name	Vacant Residential
Address	725 E. Olive Road, Pensacola, Escambia County, Florida 32514
Location	SS Olive Road .5 mi E Palafox Hwy
Tax ID	20-1S-30-2101-001-003 & -005-003
Date Inspected	July 21, 2012
Present Use	Vacant residential land
MSA	Pensacola

Sale Data

Grantor	Olive North, Inc.
Survey Date	July 23, 2012

Property Rights	Fee simple
Conditions of Sale	None
Financing	Cash to seller
Sale History	Listed 7-2010 \$325,000 DOM: 364 days
Verification	Jerry Bennett, Cardinal Realty; 850-994-0666, July 23, 2012; Other sources: MLS 395001, Confirmed by Michael Miragliotta

Listing Price	\$325,000
Cash Equivalent	\$325,000
Adjusted Price	\$325,000

Land Data

Zoning	R-6, R-6, Residential & Neighborhood Commercial
Topography	Level some wet soils
Utilities	All available
Dimensions	320' x 1000' (scaled)

Land Listing No. 4 (Cont'd)

Shape	Basically rectangle
Landscaping	None
Flood Info	Zone X
Future Land Use	MU-U
Highest and Best Use	Spec hold

Land Size Information

Gross Land Size	7.380 Acres or 321,473 SF
Front Footage	320 ft Total Frontage: 320 ft Olive

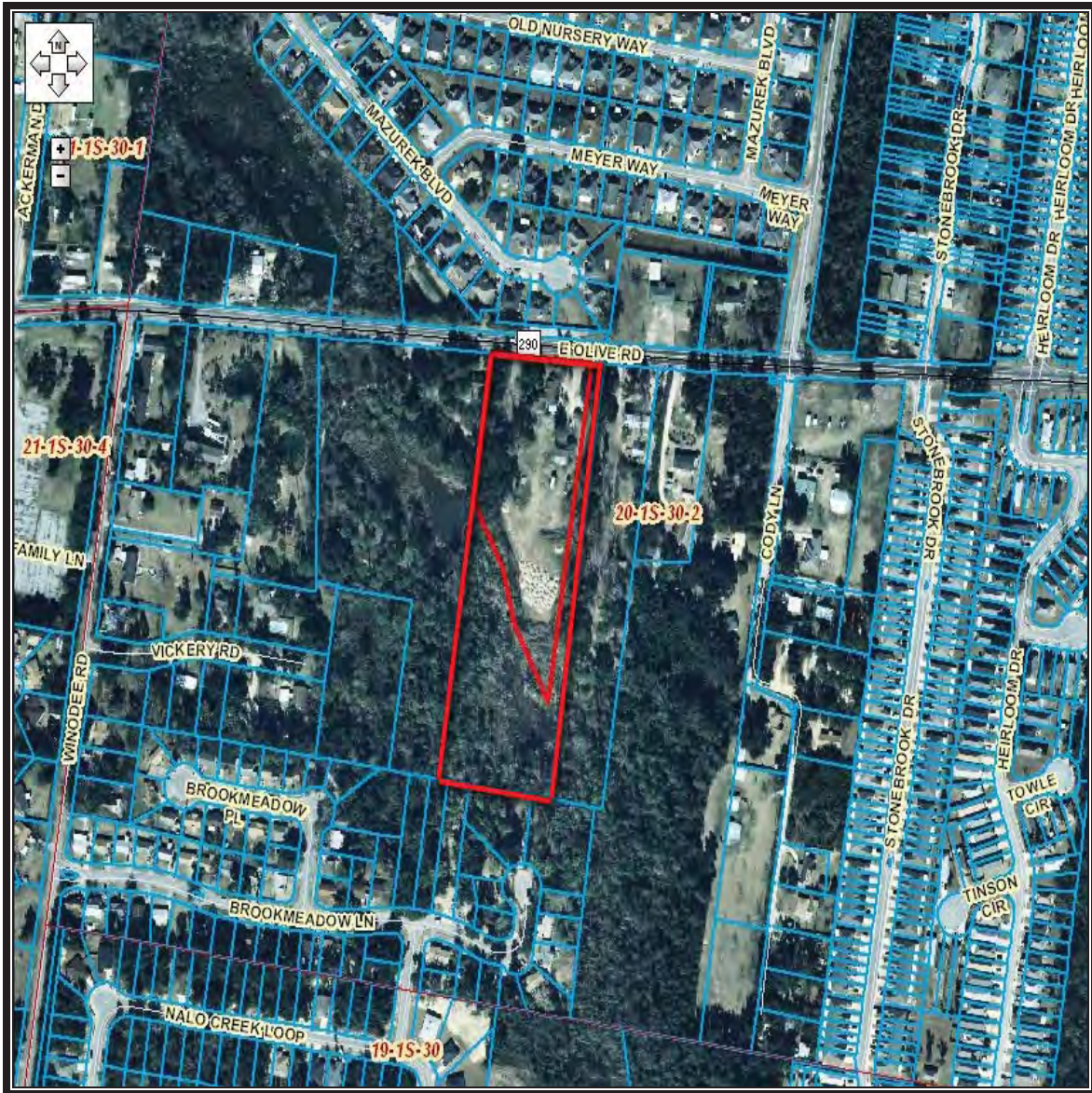
Indicators

Sale Price/Gross Acre	\$44,038
Sale Price/Gross SF	\$1.01
Sale Price/Front Foot	\$1,016

Remarks

This a listing of vacant residential land located on the south side of Olive Road about 1.2 miles east of Palafox Hwy. The site is improved with an old SF residential building with no value. The soils consist of 70% upland soils: Lakeland sand, 0-8% slope, excessively drained and Bonifay loamy sand, 0-8% slope, well drained soils and 30%- very poorly drained Dorovan muck, >2% slope.

AERIAL OF LAND LISTING 4



LAND SALES COMPARISON GRID									
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		LAND LISTING 4	
Location	Olive Road	Olive Road		Guidy Lane		Lawton St		Olive Road	
Prox to Subject	N/A	.4-Miles E (+/-)		1.85 miles E		2.3 miles N		.2 miles W	
Sales Price	N/A	\$152,500		\$200,000		\$50,000		\$325,000	
Site Area (Ac)	3.050	5.330		4.374		1.836		7.380	
Price/SF	N/A	\$28,612		\$45,725		\$27,233		\$44,038	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$28,612		\$45,725		\$27,233		\$44,038	
Financing	Cash Equiv	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$28,612		\$45,725		\$27,233		\$44,038	
Cond of Sale	Arm's Length	Similar		Similar		Similar		Nego	-10%
Adj Price/Ac	N/A	\$28,612		\$45,725		\$27,233		\$39,634	
Buyer Expend	None	Similar		Similar		Similar		Similar	
Adj Price/Ac	N/A	\$28,612		\$45,725		\$27,233		\$39,634	
Time/Mkt Cond	Jul-12	May-12		Jul-10	-5%	Jan-11		Current	
Adj Price/Ac	N/A	\$28,612		\$43,439		\$27,233		\$39,634	
Location	Olive Road	Similar		Similar		Similar		Similar	
Site Area (Ac)	3.050	5.330		4.374		1.836		7.380	
Frontage "R"	1045	257		201		300		300	
FF/Acre	343	48	15%	46	15%	163	10%	41	15%
Shape/Utility	Irreg/Avg	Rect./Avg.		Irreg/Avg		Rec/Avg.		Rect./Avg.	
Zoning	R-6	R-6		R-5		R-5		R-6	
Utilities	All Available	Similar		Similar		Similar		Similar	
Topography/Dry	Level/Dry	Similar		Similar		Similar		Level/Some wet	10%
Net Phys Adj %	N/A		15%		15%		10%		25%
Adj Price/Ac	\$40,589	\$32,904		\$49,955		\$29,956		\$49,543	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size. In this appraisal we are using price/acre, as this is the unit of comparison most often employed in the marketplace for large vacant land tracts.

Adjustments – Where dissimilarities occur, the appraiser will apply price adjustments to account for the differences. These adjustments are intended to equate the comparable property to what it would have sold for, had it been essentially the same as the subject property.

The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 25 years as a full time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of paired sales which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject property.

Property Rights - To the best of the appraiser's knowledge, all of the comparables are of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, the comparables were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these sales were sold under conditions of sale that are compatible with the market value definition and no adjustment is required. Land Listing #4 is adjusted down for allowance for negotiations. The seller has had the property on the market for over a year and is planning on reducing the list price in view of recent sales in the area.

Time/Market Conditions – The market declined precipitously from 2006 to 2010 and has been relatively flat since 2011. Sale # 2 occurred in mid 2010, sales occurred

during this earlier, inflationary period reflect higher prices an adjustment for market conditions is applied to this sale.

Location – Population density for the most of the comparable sales are relatively similar with the subject therefore no adjustment is made for location. The comparables have been selected to mirror the subject property for location. We believe the comparables provide good representations for the subject market area.

Site Area – The comparable sales are sufficiently similar to the subject such that the selected unit of comparison (price/acre) is adequate in accounting for size variation. Additional adjustment is not required.

Access/Frontage – Frontage is an important consideration because the extent of frontage enhances the versatility and access of a tract of land. Additionally, the possibility for subdividing the property is increased with greater amounts of road frontage. Because the selected unit of comparison is price per acre, it is necessary for us to evaluate the extent of frontage in relation to the total area of the tract. Accordingly, we compute the ratio of frontage-per-acre of land for the subject and each of the comparables. This provides us with a relative measure for the influence of roadway frontage that has relevance for price per acre. The subject has an estimated 1,045' of frontage, which translates into 343 FF per acre. This means the subject is more superior because it can be developed with very little development expense. The ratios for the comparable sales are similarly calculated. We adjusted the comparable sales positively because they have lower ratios and do not benefit from the significant frontage of subject.

Shape/Utility – The subject and comps are sufficiently similar in regards to shape and utility.

Zoning – The subject property is zoned R-6. This zoning classification allows for limited commercial uses and high density residential uses. The comparable sales allow commercial and high density uses. No adjustment is necessary in this category.

Utilities – The subject property has electricity, public water, public sewer and telephone service available along Olive Road. The comparable sales all share the same service which required no adjustment.

Topography – The subject property has a level topography and no poor soils. The subject property is considered to be “100% dry” with more utility. Adjustments are applied to the comparable listing with some poor soils to account for topographical variations.

Encumbrances – The subject property and the comps do not have any noted encumbrances.

Land Value Analysis – The cited comparisons indicate an adjusted value range of \$29,956/acre to \$49,955/acre and average \$40,589/acre. Given the subject’s superior frontage, 100% uplands, and on-site appeal/marketability, we believe the subject compares in the top end of the identified range. We reconcile at \$45,000 per acre as best representing the value of the subject property. When applied to the approximately 3.05 acres contained in the subject, this renders a valuation of \$137,250, which we round to \$137,000.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements contained in this appraisal report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. I have made a personal inspection for the property that is the subject of this report.
9. No one provided significant professional assistance to the persons signing this certification other than duly authorized employees of Brantley & Associates Real Estate Appraisal Corp. .
10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, R. Shawn Brantley, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.
14. We certify that we not have appraised this property in the previous three years.
15. We certify, as the Appraiser(s), that we have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet."
16. We are competent to perform this appraisal.



R. Shawn Brantley, MAI, CCIM
Cert. Gen RZ289
Florida



Michael Miragliotta
Cert. Gen RZ2173
Florida

QUALIFICATIONS AS AN APPRAISER

R. SHAWN BRANTLEY, MAI, CCIM, SRA

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA designation: Residential appraisal designation awarded in 1990, Member #42488

State Certified in Florida (State-Certified General Appraiser, RZ289) and Alabama (State Certified General Real Property Appraiser, #G00419) to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 20 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner/President of Martin, Brantley & Associates, Inc. from 1999-2004. Owner/Vice President of Martin, Brantley & Associates, Inc. from 1997-1998. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive, Borrow Pits, Cemeteries, Churches, Commercial properties, Condemnation, Condominiums, Convenience stores, Cropland, Dental facilities, Distribution plants, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Freshwater marsh land, Golf courses, Greenhouses, Hair salons, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 5,300 acres, Leasehold interests, Liquor stores, Motels, Medical facilities, Manufacturing plants, Night Clubs, Offices, Partial Interests, Restaurants, Retail, Right-of-way, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, Bank of Pensacola, BB&T, Beach Community Bank, Hancock Bank, Peoples 1st, Compass Bank, 1st Nat'l Bank of Brewton, 1st Nat'l Bank & Trust of Crestview, 1st Nat'l Bank of Florida, Regions Bank, SunTrust, Vanguard Bank & Trust Company of Ft. Walton, Wachovia, Whitney Bank.

Governmental Agencies & Political Subdivisions: City of Pensacola, City of Milton, City of Destin, City of Gulf Breeze, Escambia County, Florida Department of Environmental Protection, Florida Dept. of Transportation, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., Coldwell Banker Relocation, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate, University of St. Thomas, 2007.

B.S., Finance & Investment Management, University of Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

<u>COURSE DESCRIPTION</u>	<u>DATE COMPLETED</u>	<u>HOURS</u>	<u>SPONSOR</u>
Business Practices & Ethics	12/10	07	Appraisal Institute
Advanced Appraisal Review	06/10	17	Florida Department of Transportation
Supervisor and Trainee Appraiser	06/10	3	Florida Department of Transportation
USPAP Update and Core Law	06/10	7/3	Florida Department of Transportation
Aviation Valuation	01/09	2	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	3	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Effective Communication	08/04	40	University of St. Thomas
Uniform Standards for Federal Land Acq.	03/04	16	Appraisal Institute
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers

EDUCATION:

Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam 1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

QUALIFICATIONS AS AN APPRAISER

MICHAEL MIRAGLIOTTA

STATE CERTIFIED GENERAL REAL ESTATE APPRAISER, RZ2173

State of Florida, Department of Professional Regulation, Florida Real Estate Appraisal Board

REAL ESTATE SALES ASSOCIATE, SL 357851

State of Florida, Department of Professional Regulation, Real Estate Sales Associate

EDUCATION BACKGROUND

The University of West Florida, Pensacola, Florida. Bachelor of Science Degree, August 1970.
Louisiana State University, Graduate of the School of Banking of the South, Baton Rouge, Louisiana., June 1985.

TESTED EDUCATIONAL COURSES

Appraising Real Property #101 given by the Society of Real Estate Appraisers, Jacksonville, Florida, October 1985.

Appraising Real Property #102 given by the Society of Real Estate Appraisers, Florida State University, Tallahassee, Florida, July 1987.

Basic Income Capitalization #310 given by the Appraisal Institute at the University of Georgia, Athens, Georgia, March 1994.

Standards of Professional Practice #410 Part A given by the Appraisal Institute, Orlando, Florida, August 1993.

Standards of Professional Practice #420 Part B given by the Appraisal Institute, Orlando, Florida, August 1993.

Standards of Professional Practice: #430 Part C given by the Northwest Florida Chapter of the Appraisal Institute, Pensacola, Florida, March 1998

Standards of Professional Practice: #430 Part C given by the Northwest Florida Chapter of the Appraisal Institute, Pensacola, Florida, January 2002

Advanced Income Capitalization #510 given by the Appraisal Institute at the University of Alabama, Tuscaloosa, Alabama, October 1994.

Highest and Best Use and Market Analysis #520 given by the Appraisal Institute at Tampa, Florida April 2002

Report Writing and Valuation Analysis #540 given by the Appraisal Institute, Houston, Texas Chapter of the Appraisal Institute, Houston, Texas, June 1998

Advanced Applications #550 given by the Appraisal Institute at the University of Alabama, Tuscaloosa, Alabama, September 1996.

15-Hour National Standards of Professional Practice: #430 Part C given by the Appraisal Institute, Tampa, Florida, March 2005

The Cost Approach to Commercial Appraisal, given by Marshall and Swift, November 2006

EDUCATIONAL SEMINARS

Advanced Commercial Loan Training School, Sponsored by Barnett Banks, Inc.

Advanced Commercial Training Program (ACT) Barnett Banks of Florida, Instructor
Professional Standards USPAP Update-Core Law given by the Department of Professional Regulation, Division of Real Estate, Florida Real Estate Appraisal Board, March 1994

The Appraiser in Litigation given by David Collins Real Estate Institute, November 1996

Non-Residential Demonstration Appraisal Report Writing Seminar, given by the Appraisal Institute at Atlanta, Georgia, 3/1999

EDUCATIONAL SEMINARS - CONTINUED

Professional Standards USPAP Update-Core Law Division of Real Estate, Florida Real Estate Appraisal Board, August 1999

Data Confirmation/Verification given by Northwest Florida Chapter of the Appraisal Institute, March 2001

Real Estate Principles and Practices Florida Real Estate Commission, Pensacola.

State of the Profession given by Northwest Florida Chapter of the Appraisal Institute, April 2001

Professional Standards USPAP Update-Core Law FREAB Entity #529, Florida Real Estate Appraisal Board, May 2004

Private Appraisal Assignments, McKissock September 2006

Florida Laws and Regulations, McKissock, September 2006

Disclosures and Disclaimers, McKissock, September 2006

The Cost Approach, McKissock, September 2006

National Uniform Standards of Professional Practice Update, McKissock, September 2006

National Uniform Standards of Professional Practice Update, Steven W Vehmeier, January 2010

Florida Law, Steven W. Vehmeier, January 2010

Deriving Adjustments, Steven W. Vehmeier, January 2010

USPAP FAQ's and Q&A's, Steven W. Vehmeier, January 2010

Roles of Supervisors and Trainees, Steven W. Vehmeier, January 2010

PROFESSIONAL EXPERIENCE

Employed with Brantley & Associates from 2011 to present.

January 1993, contracted with the firm of Swaine, Hoffman & Associates, a real estate appraisal company specializing in appraising real estate properties. Specialized in commercial properties and was sponsored by Terry G. Hoffman, MAI. I have had appraisal experience in single family residences, multi-family residential properties, townhouses, condominiums, warehouses, retail stores, warehouse and industrial buildings, vacant acreage, and vacant and improved commercial and industrial properties An independent contractor working with Hoffman and Associates, P.A. as a general appraiser for more than ten years. Self- employed as a real estate appraiser until August 2011.

Employed by Barnett Banks, Inc. from 1971 to 1992. Served as Director of Retail Banking from January 1989 to December 1993. Duties included the direction of all lending functions originated from the banking offices. Director of Commercial and Residential lending from June 1978 to December 1988. Duties included the origination, underwriting and approval of all commercial and residential real estate lending activities. Approved By Barnett Banks, Inc. as an Advanced Commercial Real Estate Trainer. Served as Second Vice President of the West Florida Home Builders Association and Vice President of the Mortgage Lenders Association of West Florida. Both organizations were involved in all aspects of legal and political activities involving real estate in the State of Florida. I have given and the court has recognized my expert testimony as a real estate appraiser.

ADDENDA

GENERAL AREA ANALYSIS

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida, Escambia and Santa Rosa. The MSA contains the cities of Pensacola, Milton and Gulf Breeze, and the towns of Century and Jay. The counties are situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as “The Western Gate to the Sunshine State”. The area is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 325 miles from Atlanta, Georgia. Escambia County has approximately 661 square miles with Santa Rosa County encompassing 1,024 square miles. There is an additional 100 square miles of water area within the county boundaries. A delineation of the boundaries is shown on the map below:



There are four forces that have significant influence on property values in the region. They are listed as follows:

ECONOMIC FORCES
SOCIAL FORCES
GOVERNMENTAL FORCES
ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES: The analysis of economic trends will be confined to the local economy as most applicable to the subject of the appraisal. This category will evaluate trends in employment and housing trends within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon governmental expenditures (primarily military); however, tourism, industry, health care and education make up the majority of its workforce and economy. At the present time, 36% of the work force is employed by the service industry, 16% by the retail trade industry, and 21% is employed by federal, state and local government. In an effort to diversify the past/existing labor trend, local government has intensified their efforts in securing new industry to the area. This effort commenced in the late 1980s and continues through the present time. Per the U.S. Bureau of Labor Statistics, the area's unemployment rate as of February 2010 was 11.5%, which ranks at 262nd lowest unemployment in the U.S. of 372 tracked metropolitan areas.

As stated, military personnel have had a profound effect upon the area's economy. Escambia and Santa Rosa Counties are host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and NAS Whiting Field. Known as the "Cradle of Naval Aviation", Naval Air Station Pensacola serves as the launching point for the flight training of every Naval Aviator, Naval Flight Officer (NFO), and enlisted aircrewman. In addition, approximately 32,000 aviation personnel in aeronautical technical phases of naval operations are trained here. The Pensacola Naval Complex in Escambia and Santa Rosa counties employs more than 16,000 military and 7,400 civilian support personnel.⁴

The majority of Naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is NAS Pensacola, which is located southwest of Pensacola's central business district at the entrance to Pensacola Bay. Additional military facilities include Eglin Air Force Base and Hurlburt Field. These facilities are located mostly in

⁴ NAS Pensacola, Commanding Officer, Naval Air Station Pensacola, www.naspensacola.navy.mil (10/15/2007)

Okaloosa County but do provide economic impact to Santa Rosa County, and to a lesser extent, Escambia County.



On August 27, 2005, the Defense Base Realignment and Closure Commission (BRAC) completed their final recommendations for base realignments and closures. Those recommendations affecting the Pensacola installations include the transfer of the Defense Finance and Accounting Services (400 jobs), the Officer Training Command (738 jobs), the Naval Aeromedical Research Laboratory (40 jobs), and Space and Naval Warfare Systems (139 jobs). This resulted in a loss of approximately 1,317 jobs; however, this loss was offset by BRAC's recommendation to transfer Randolph Air Force Base's undergraduate pilot and navigator training to NAS Pensacola. This transfer resulted in a gain of approximately 625 jobs, thus the net loss to NAS Pensacola was approximately 692 jobs. In summary, the current outlook for the future of NAS Pensacola looks positive.

The 2005 BRAC recommendations also affected Egin Air Force Base, resulting in a net gain of 2,200 jobs. Egin is the largest Air Force base in the world. It covers three counties and over 724 square miles of land and 123,000 square miles into the Gulf of Mexico. More than 20,000 jobs and \$1.4 billion are tied directly to activities at Egin Air Force Base, Hurlburt Field and Duke Field.

Other major employers in the region include:

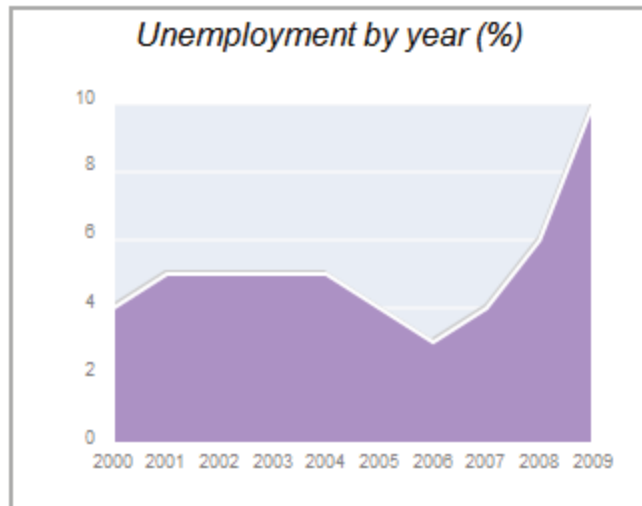
Company Name	No. Emp.	Principal Business
Local Government	15,790	Government Services
Federal Government	7,403	Government Services
State Government	5,970	Government Services
Sacred Heart Health System	5,000	Health Care Service
Baptist Health Care	3,163	Health Care Service
Lakeview	2,000	Health Care Service
Gulf Power Company	1,400	Electric Utility
Ascend Performance Materials	1,400	Nylon Fiber/Industrial Organic Chemicals
West Florida Hospital	1,300	Health Care Service
University of West Florida	1,231	Education
Navy Federal Credit Union	1,200	Financial Institution
Pensacola Christian College	1,000	School and Publishing
West Corporation	800	Broadband wireless support
Pensacola Junior College	709	Education
Cox Communications Gulf Coast	645	Communication Services
Medical Center Clinic	627	Health Care Service
Santa Rosa Medical Center, Inc.	530	Health Care Service
ECUA	518	Public Utilities
Wayne Dalton Corporation	500	Garage Door Manufacturer
International Paper	500	Paper Products
CHCS Services, Inc.	450	Insurance Claims
Pensacola News Journal	450	Newspaper
SMG Food Services	387	Entertainment & Food Services
Armstrong World Industries	300	Acoustical Ceiling Products
DANA Coupled Products	250	Automobile Brake Systems
General Electric	250	Wind Energy Systems

These employers represent a broad base of industries.

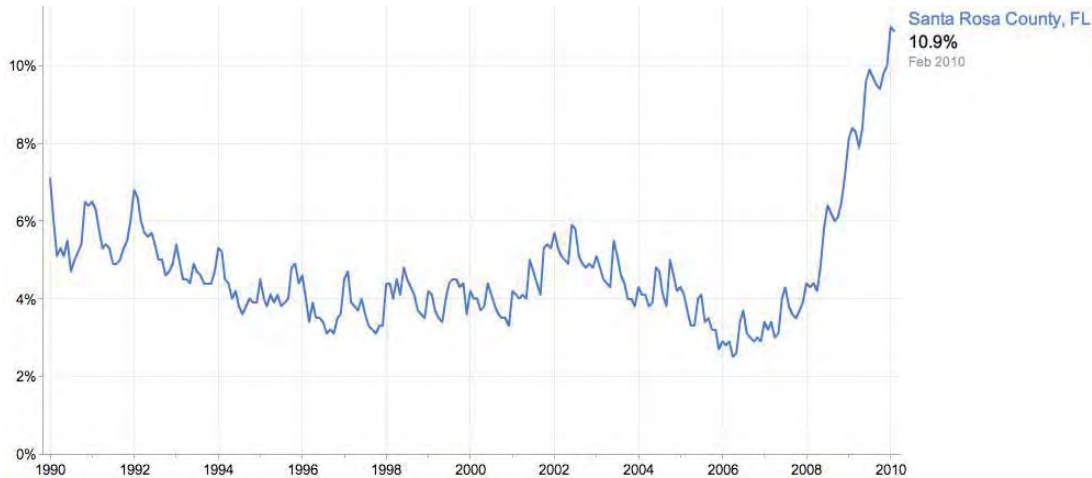
A significant number of jobs in the service sector are provided by the health care industry. Pensacola is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Hospital, Sacred Heart Hospital, and West Florida Hospital. The three centers have a total of 1,483 beds and feature a variety of medical specialties for the Southeast region.

In addition to the three regional hospitals, other chief healthcare facilities within this MSA include Gulf Breeze Hospital (associated with Baptist Hospital), Naval Hospital, Santa Rosa Medical Center, and Nemours Children's Clinic. Two new major health care facilities were recently completed in the area, which are a state-of-the-art Veterans Affairs/Department of Defense Joint Ambulatory Care Clinic to be located near Corry Station and a world-class multi-million dollar orthopedics and sports medicine center, the Andrews Institute (featuring celebrated orthopedic surgeon James R. Andrews) in Gulf Breeze.

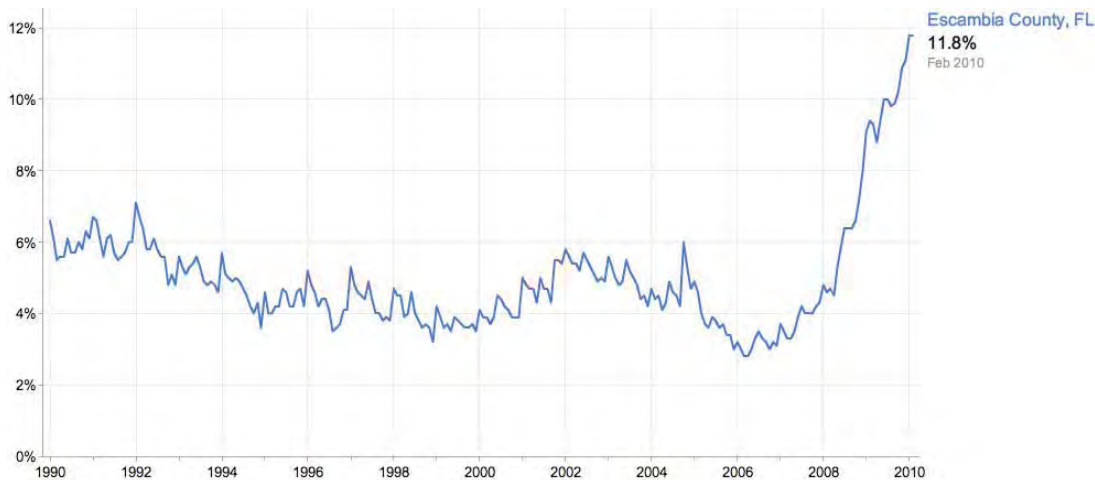
Unemployment: As previously stated, the Northwest Florida region's unemployment rate for February 2010 was 11.5%. This unemployment is slightly higher than the national average of 10.4%.



Unemployment Rates in Santa Rosa Count over the past 20 years:



Unemployment Rates in Escambia County over the past 20 years:



The drastic rise in the unemployment rate over the past two years is attributed to the economic recession that started in 2008. Recently, in 2010 we have seen the economy on a rise and are slowly starting to come out of the recession. We can expect that the unemployment rate is about at its cap, and future trends should be for reductions in the unemployment rate.

Housing: Both counties offer a wide variety of housing options ranging from affordable to luxury, waterfront, secluded or suburban residence. Growth within the housing market had been rapid in the past, and from 2004 to late 2005 it accelerated considerably due to housing shortages created by recent hurricanes. There was a great demand for residential property in the general market, and from 2004 through the third quarter of 2005, real estate values were rapidly increasing, and most land deals went down with multiple developers in the hunt.

Conversely, in late 2005, the demand for residential homes (single-family homes, townhomes, condominiums, etc.) began to take a downward turn. This has been attributed to several factors. Initially, recent hurricanes, and the extensive damage they produced, caused construction costs and insurance premiums to rise exponentially. This also created in the

general public an awareness of the vulnerability of this hurricane prone area. Local Realtors subsequently began reporting a downward trend in residential sales.

According to the Pensacola Association of Realtors' Multiple Listing Service the average number of monthly sales drastically decreased over 32% from January 2007 to the first quarter of 2010. The average "days listed on the market" has increased from 109 days to 124 days over this same time period. The number of listings in March 2010 was 3,791 single-family homes and 806 condominiums. Thus, the MLS statistics support what local Realtors and developers have been reporting in regards to a declining demand within the residential market, thus resulting in a similar decline in demand for residential land.

In addition to the abundance of listings for residential housing and minimal sales, we also observe falling median prices. The affordable housing market has been more resistant to decline in both cost and absorption; however, other sectors of the residential market have shown declining prices, especially along the waterfront. According to the Haas Center, even with median home prices decreasing, many residents are feeling the pinch from increased property taxes in addition to already high insurance premiums. And although the housing affordability for Northwest Florida is improving with regard to lower interest rates and declining housing prices, the increases in insurance and property taxes coupled with minimal increases in median income will continue to make housing affordability a serious problem. Thus, we surmise that until the general area as a whole sees some kind of relief in regards to insurance costs and construction costs, and until the hurricane phobia subsides, demand for housing may remain somewhat stagnant into the foreseeable future.⁵

SOCIAL FORCES: This category is primarily concerned with population characteristics and demographics. A study of an area's population characteristics produces much information about the basic demand for real estate in that market. Following is regional and city data pertinent to that topic.

Population: Population growth in the Pensacola MSA (Escambia and Santa Rosa Counties) has continued at a steady pace since 1960.

Population in the Pensacola MSA (2005-2009)

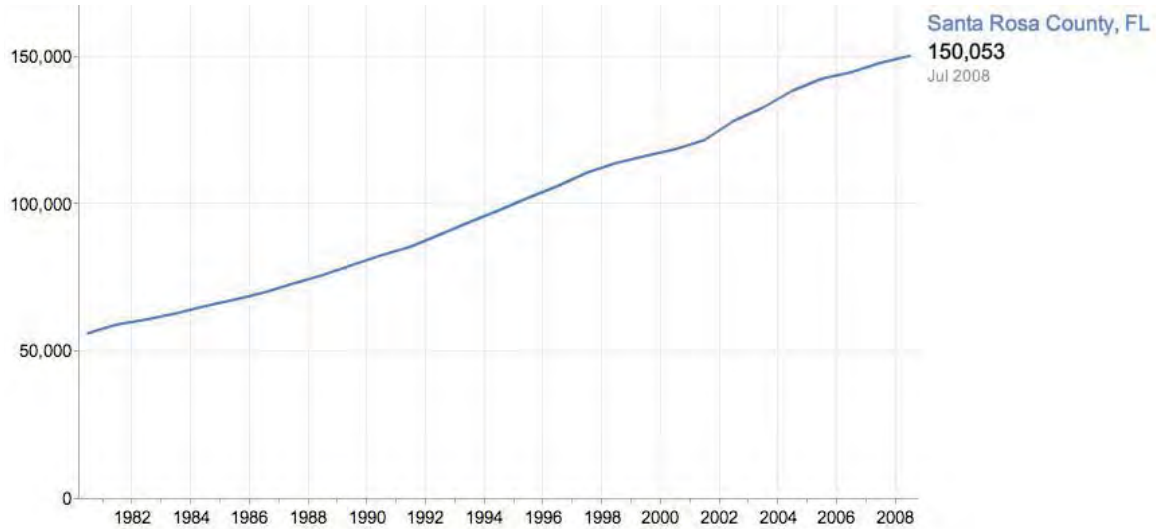
<u>YEAR</u>	<u>ESCAMBIA</u>	<u>SANTA ROSA</u>	<u>PENSACOLA MSA</u>
2009	303,343	151,759	455,102
2008	302,776	150,356	453,132
2007	297,189	146,524	443,713
2006	295,426	144,561	439,987
2005	295,624	142,442	438,066

Population Increase Rates from 2005 – 2009:

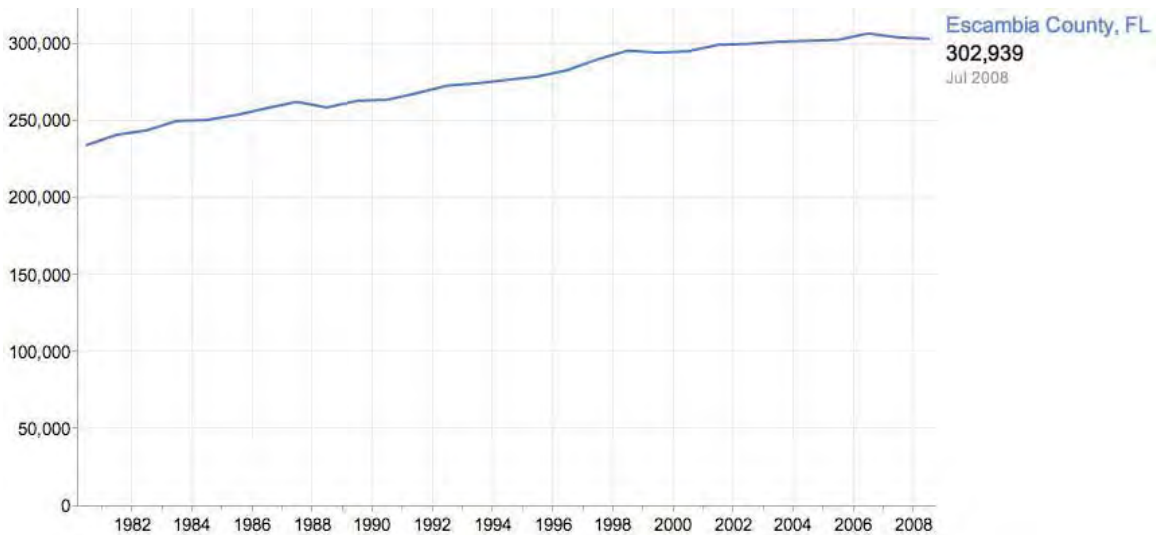
⁵ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development
⁵ *Housing Affordability*, A Quarterly Publication of the Haas Center for Business Research & Economic Development at the University of West Florida (Summer 2007).

	Escambia	Santa Rosa	Pensacola MSA
<i>Percent Change from 2005 to 2006</i>	-0.07%	1.49%	0.44%
<i>Percent Change from 2006 to 2007</i>	0.60%	1.36%	0.85%
<i>Percent Change from 2007 to 2008</i>	1.89%	2.62%	2.12%
<i>Percent Change from 2008 to 2009</i>	0.19%	0.93%	0.43%
<i>Percent Change from 2005 to 2009</i>	2.61%	6.54%	3.89%

Population Trends in Santa Rosa County:



Population Trends in Escambia County:



Basic demographic estimates for Santa Rosa and Escambia Counties for the year 2009:

	Demographic Estimates	Santa Rosa	Escambia	US
<i>Income</i>	Per Capita Income	\$24,691	\$23,347	\$27,466
	Median Family Income	\$62,522	\$53,845	\$63,211
	Unemployed	10.9%	11.8%	10.2%
<i>Education</i>	High school graduate or higher	87.90%	86%	84.50%
	Bachelor's degree or higher	23.70%	23.50%	27.40%
<i>Occupied housing</i>				
<i>Units</i>	Owner-occupied housing units	79.80%	68.90%	67.10%
	Renter-occupied housing units	20.20%	31.10%	32.90%
	Vacant housing units	13.30%	16%	12%
	Median value of owner occupied homes	\$188,200	\$145,700	\$192,400
<i>Age</i>	Median Age (in years)	39	37.8	36.7

GOVERNMENTAL FORCES: This category addresses state and local government forces within the regional area.

Type of Government: Santa Rosa and Escambia Counties are governed by a board of commissioners. Specified districts with some “at large” seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: The various cities of Pensacola, Gulf Breeze and Milton and the Santa Rosa and Escambia County governments all operate separate planning and zoning departments. The various departments are responsible for establishing and enforcing land use regulations. These departments are extremely helpful in deciphering land use regulations.

The City of Pensacola, Escambia County, the City of Milton, and Santa Rosa County also operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida’s concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. The Bell South Telephone Company provides telephone service throughout the MSA. The Emerald Coast Utilities Authority supplies water and sanitary sewage disposal service to Escambia County. It also disposes of trash within the unincorporated area of the County with Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available for most areas by Energy Services of Pensacola. South Santa Rosa Utility supplies the city of Gulf Breeze with water and sewer service. Natural gas is also available in Gulf Breeze through the Gulf Breeze Natural Gas Department. The Public Works Department of Milton provides natural gas, sanitation, and water for the areas of Milton, East Milton, and Pace.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by an ample variety of State, County and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by American Eagle, Continental Airlines, Delta Airlines, Northwest Airlin, and US Airways with an average total of 90 flights per day. The City of Pensacola operates the Port of Pensacola, which can accommodate ocean-going vessels with drafts up to 33 feet.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at \$0.075 on the dollar and Santa Rosa County is subject to \$0.065 on the dollar.

ENVIRONMENTAL FORCES: Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Several popular state and national parks are located in the MSA: Blackwater River State Park, Big Lagoon State Park, and the Gulf Islands National Seashore Park, which contains Fort Pickens. The MSA is also home to the Pensacola Pelicans who began their 10th season in May 2010 as a minor league baseball team. The Pelicans currently play their games on Jim Spooner Field at the University of West Florida, but they will eventually move into the Vince Whibbs Community Maritime Park, once the bay-front stadium is completed downtown.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 foot draft barge route which runs from Brownsville, Texas to Appalachicola, Florida. Amtrack and CSX Transportation provide rail service to and from Pensacola. Greyhound Lines, Inc. provides bus service to and from the Pensacola MSA.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Pensacola MSA are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major tourist attraction.

The skepticism of state officials on the issue of offshore drilling has recently been justified by BP's oil spill in the Gulf of Mexico. The crisis started when an offshore oil rig exploded and sank in the gulf on April 20, 2010. The incident ruptured the oil well and has caused a blowout, or an uncontrollable spill. The well has since spewed millions of gallons of crude oil into the Gulf of Mexico. The environmental and economical repercussions of this spill could be catastrophic. The oil spill has imperiled the fishing industry and threatens marine life along the gulf coast. Dead dolphins, fish, birds, and turtles have already started to wash up on the beaches. The realization that the oil slick could make landfall in Pensacola has reminded residence of how important the beaches and waterways of the Pensacola MSA are to the economy.

Hurricanes: As Florida endures the majority of Atlantic hurricane landfalls, with statistics identifying Pensacola as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the Pensacola MSA. As described earlier in the Housing

section, Hurricane Ivan was the initial onset of the current market decline for the Pensacola MSA.

The Atlantic hurricane season extends from June to November. Within the past twelve years the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. Following is a table briefly describing each:

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	\$700 Million	\$5.2 Million	\$2.96 Billion	\$12 - \$14 Billion	\$1.8 Billion	\$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting the Escambia and Santa Rosa County areas, multiple hurricane shelters, evacuation planning guides and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms. There has been no detrimental hurricanes impact the area since Hurricane Katrina in August 2005.

SUMMARY: The Pensacola MSA remains an evolving metropolitan area, traditionally dependent on tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the MSA is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but clearly slower than we have historically seen.

SUBJECT DATA

ESCAMBIA COUNTY PROPERTY APPRAISER/TAX CARD

escpaDetail 800 E OLIVE RD BLK 32514

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">General Information</th> </tr> <tr> <td>Reference:</td> <td>201S301101037005</td> </tr> <tr> <td>Account:</td> <td>022826370</td> </tr> <tr> <td>Owners:</td> <td>WHITE CEDAR GARDENS INC</td> </tr> <tr> <td>Mail:</td> <td>3935 W MADURA RD GULF BREEZE, FL 32563</td> </tr> <tr> <td>Situs:</td> <td>800 E OLIVE RD BLK 32514</td> </tr> <tr> <td>Use Code:</td> <td>VACANT RESIDENTIAL</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:	201S301101037005	Account:	022826370	Owners:	WHITE CEDAR GARDENS INC	Mail:	3935 W MADURA RD GULF BREEZE, FL 32563	Situs:	800 E OLIVE RD BLK 32514	Use Code:	VACANT RESIDENTIAL	Taxing Authority:	COUNTY MSTU	Tax Inquiry:	Open Tax Inquiry Window	Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">2011 Certified Roll Assessment</th> </tr> <tr> <td>Improvements:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Land:</td> <td style="text-align: right;">\$65,194</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$65,194</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>	2011 Certified Roll Assessment		Improvements:	\$0	Land:	\$65,194	Total:	\$65,194	Save Our Homes:	\$0	Disclaimer		Amendment 1 Calculations	
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<p>Parcel Information</p> <p>Section Map Id: 20-1S-30-2</p> <p>Approx. Acreage: 3.0500</p> <p>Zoned: R-6</p>	<p style="text-align: right;">Restore Map Get Map Image Launch Interactive Map</p>
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http://www.escpa.org/cama/Detail_a.aspx?s=201S301101037005[7/19/2012 4:31:24 PM]

ESCAMBIA COUNTY TAX COLLECTOR CARD

Escambia County Tax Collector

Escambia County Tax Collector

generated on 7/19/2012 4:38:22 PM CDT

Tax Record

Last Update: 7/19/2012 4:38:21 PM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
02-2826-370	REAL ESTATE	2011			
Mailing Address WHITE CEDAR GARDENS INC 3935 W MADURA RD GULF BREEZE FL 32568		Property Address 800 E OLIVE RD BLK GEO Number 201830-1101-037-005			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS Legal Description (click for full description) 201830-1101-037-005 800 E OLIVE RD BLK ALL OF THE FOLLOWING PROP LYING ELY OF PLATTED JERNIGAN AVE BEG AT NE COR OF SEC 21 S 09 DEG 22 MIN 51 SEC W 579 51/100 FT S 08 DEG 53 MIN 37 SEC W 345 FT S 81 DEG 03 MIN 27 SEC E See Tax Roll For Extra Legal	Millage Code 06	Escrow Code 06			
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.9755	65,194	0	65,194	\$454.76
PUBLIC SCHOOLS					
By Local Board	2.2480	65,194	0	65,194	\$146.56
By State Law	5.5730	65,194	0	65,194	\$363.33
SHERIFF	0.6850	65,194	0	65,194	\$44.66
WATER MANAGEMENT	0.0400	65,194	0	65,194	\$2.61
Total Millage		15.5215	Total Taxes		\$1,011.92
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NFP	FIRE (CALL 995-4960)	\$11.09			
Total Assessments					\$11.09
Taxes & Assessments					\$1,023.01

Prior Year Taxes Due					
Year	Folio	Status	Cert.	Cert. Yr.	Amount
2011	88835		1133	2012	\$1,198.53
2010	88546		1224	2011	\$1,255.56
Prior Years Total					\$2,454.09
If Paid By			Prior Years Due		
7/31/2012			\$2,454.09		

Unpaid amounts due increase immediately if county-held certificate is purchased or tax warrant is issued. TAXES PAID AFTER CERTIFICATE

http://escambiataxcollector.governmentmax.com/...3D2011&t_nm=collect%5Fmyptax&l_cr=1&sid=121A1E72DB5944F593F464EF78C2DF0F[7/19/2012 4:34:27 PM]

Escambia County Property Appraiser
201S301101037005 - Full Legal Description

ALL OF THE FOLLOWING PROP LYING ELY OF PLATTED JERNIGAN AVE BEG AT NE COR OF SEC 21 S 09 DEG 22 MIN 51 SEC W 579 51/100 FT S 08 DEG 53 MIN 37 SEC W 345 FT S 81 DEG 03 MIN 27 SEC E 1810 40/100 FT N 01 DEG 32 MIN 20 SEC E 100 56/100 FT FOR POB S 01 DEG 32 MIN 20 SEC W 100 56/100 FT S 81 DEG 03 MIN 27 SEC E 1 04/100 FT TO PC RADIUS 774 32/100 FT CHORD BEARING N 0 DEG 19 MIN 14 SEC E CHORD DIST 70 39/100 FT NELY ALG ARC OF CURVE 70 41/100 FT N 01 DEG 17 MIN 04 SEC W 76 75/100 FT TO PT OF INTER WITH CURVE RADIUS 501 65/100 FT CHORD BEARING N 09 DEG 07 MIN 13 SEC W CHORD DIST 119 42/100 FT NWLY ALG ARC OF SD CURVE 119 70/100 FT N 15 DEG 57 MIN 21 SEC W 31 37/100 FT TO PT OF INTER WITH CURVE RADIUS 710 71/100 FT CHORD BEARING N 07 DEG 53 MIN 26 SEC W CHORD DIST 199 43/100 FT NWLY ALG ARC OF CURVE 200 09/100 FT N 0 DEG 10 MIN 30 SEC E 65 79/100 FT N 02 DEG 59 MIN 36 SEC E 1 92/100 FT N 05 DEG 04 MIN 14 SEC E 639 42/100 FT TO S R/W OF JOHNSON AVE (50 FT R/W) S 86 DEG 41 MIN 13 SEC E 1521 64/100 FT S 03 DEG 05 MIN 55 SEC W 843 50/100 FT S 75 DEG 0 MIN 23 SEC E 35 54/100 FT S 09 DEG 46 MIN 04 SEC W 166 78/100 FT S 03 DEG 54 MIN 21 SEC W 327 58/100 FT N 81 DEG 0 MIN 40 SEC W 1278 73/100 FT N 08 DEG 19 MIN 27 SEC E 121 97/100 FT N 86 DEG 50 MIN 31 SEC W 207 84/100 FT TO POB ALSO BEG AT NE COR OF SEC 21 S 09 DEG 22 MIN 51 SEC W 579 51/100 FT S 09 DEG 22 MIN 51 SEC W 579 51/100 FT S 08 DEG 53 MIN 37 SEC W 345 FT S 81 DEG 03 MIN 27 SEC E 1810 40/100 FT FOR POB N 01 DEG 32 MIN 20 SEC E 100 56/100 FT S 86 DEG 50 MIN 31 SEC EE 207 84/100 FT S 08 DEG 19 MIN 27 SEC W 121 97/100 FT S 08 DEG 27 MIN 45 SEC W 1055 47/100 FT TO N RW OF OLIVE RD N 86 DEG 58 MIN 44 SEC W 221 81/100 FT N 09 DEG 49 MIN 34 SEC E 1079 74/100 FT TO POB OR 4211 P 830 LESS OR 4211 P 816 N & S INVESTMENTS OR 4303 P 1287 LESS OR 4300 P 221 N & S INVESTMENTS LESS WHITE CEDAR GARDENS PB 17 P 20 OR 4521 P 1689 LESS COUNTY RD R/W OR 6666 P 1974

6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.

A. *Intent and purpose of district.* This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to Article 11 for uses, heights and densities allowed in R-6, neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7.

B. *Permitted uses.*

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.
 - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - i. Health clubs, spa and exercise centers.
 - j. Studio for the arts.
 - k. Martial arts studios.
 - l. Bicycle sales and mechanical services.
 - m. Other retail/service uses of similar type and character of those listed herein above.
3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
4. Restaurants.
5. Automobile service stations (no outside storage, minor repair only).
6. Appliance repair shops (no outside storage or work permitted).
7. Places of worship and educational facilities/institutions.
8. Fortune tellers, palm readers, psychics, etc.
9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
10. Mobile home subdivision or park.

C. *Conditional uses.*

1. Any conditional use allowed in the R-5 district.
2. Drive-through restaurants (fast food or drive-in, by whatever name known).
3. Any building exceeding 120 feet height.
4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.

6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only.
7. Motorcycle rental service; outside storage and outside vehicle repair is prohibited.
8. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)
- D. *Off-street parking regulations.* See section 7.02.00.
- E. *Site and building requirements.* Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.
- F. *Landscaping.* See section 7.01.00.
- G. *Signs.* See Article 8.
- H. *Locational criteria.* See Article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

This Document Prepared By:
Gerald L. Brown
EMMANUEL, SHEPPARD & CONDON
30 SOUTH SPRING STREET
PENSACOLA, FL 32501

OR BK 4211 P80830
Escambia County, Florida
INSTRUMENT 98-448245

DEED DOC STAMPS PD # ESC CO \$6720.00
01/13/98 ERNIE LEE - CLERK
By: *Ernie Lee*

Parcel ID Number: 20-1S-30-1101-037-005
Grantee #1 TIN:

Warranty Deed

This Indenture, Made this 7th day of January, 1998 A.D., Between
Jerry L. Brown,

, grantor, and
Brantley-Knepper Development, Inc., a corporation existing under the laws of the state of Florida

whose address is: 8420 Millstream Dr., PENSACOLA, Florida 32514

, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of -----
----- TEN & NO/100(\$10.00) ----- DOLLARS,
and other good and valuable considerations to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land,
situate, lying and being in the County of ESCAMBIA State of Florida to-wit:

Legal description attached hereto and made a part hereof as
Exhibit "A"

The property described herein does not constitute the legal
homestead of the Grantor(s) for any purpose whatsoever.

There is expressly excepted from the warranties herein contained
all easements and restrictions of record, if any, and ad valorem
real property taxes for the year 1998 and subsequent years.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

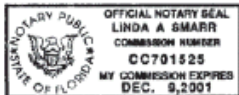
In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

[Signature] (Seal)
Printed Name: GERALD L. BROWN
Witness
[Signature]
Printed Name: Linda A. Smarr
Witness

STATE OF Florida
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of January, 1998 by
Jerry L. Brown,

who is personally known to me.



[Signature]
Printed Name: _____
NOTARY PUBLIC
My Commission Expires: _____

5507 28421

DR BK 4211 P60831
Escambia County, Florida
INSTRUMENT 98-448245
RCD Jan 13, 1998 01:03 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-448245

PARCEL 6:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 09°22'51" WEST FOR 579.51 FEET; THENCE SOUTH 08°53'37" WEST FOR 345.00 FEET; THENCE SOUTH 81°03'27" EAST FOR 1810.40 FEET; THENCE NORTH 01°32'20" EAST FOR 100.56 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01°32'20" WEST FOR 100.56 FEET; THENCE SOUTH 81°03'27" E FOR 1.04 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 774.32 FEET, A CHORD BEARING OF NORTH 00°19'14" EAST WITH A CHORD DISTANCE OF 70.39 FEET AND THE WEST RIGHT-OF-WAY LINE OF JERNIGAN ROAD(PROPOSED); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 70.41 FEET; THENCE NORTH 02°17'04" WEST FOR 76.75 FEET TO A POINT OF INTERSECTION WITH A CURVE HAVING A RADIUS OF 501.65 FEET, A CHORD BEARING OF NORTH 09°07'13" WEST WITH A CHORD DISTANCE OF 119.42 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 119.70 FEET; THENCE NORTH 15°57'21" WEST FOR 31.37 FEET TO A POINT OF INTERSECTION WITH A CURVE HAVING A RADIUS OF 710.71 FEET, A CHORD BEARING OF NORTH 07°53'26" WEST WITH A CHORD DISTANCE OF 199.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 200.09 FEET; THENCE NORTH 00°10'30" E FOR 65.79 FEET; THENCE NORTH 02°59'36" EAST FOR 1.92 FEET; THENCE NORTH 05°04'14" EAST FOR 639.42 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF JOHNSON AVENUE(50' R/W); THENCE SOUTH 86°41'13" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 1521.64 FEET; THENCE SOUTH 03°05'55" WEST FOR 843.50 FEET; THENCE SOUTH 75°00'23" EAST FOR 35.54 FEET; THENCE SOUTH 09°46'04" WEST FOR 166.78 FEET; THENCE SOUTH 03°54'21" WEST FOR 327.58 FEET; THENCE NORTH 81°00'40" WEST FOR 1278.73 FEET; THENCE NORTH 08°19'27" EAST FOR 121.97 FEET; THENCE NORTH 86°50'31" WEST FOR 207.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.92 ACRES, MORE OR LESS.

PARCEL 5:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 09°22'51" WEST FOR 579.51 FEET; THENCE SOUTH 08°53'37" WEST FOR 345.00 FEET; THENCE SOUTH 81°03'27" EAST FOR 1810.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°32'20" EAST FOR 100.56 FEET; THENCE SOUTH 86°50'31" EAST FOR 207.84 FEET; THENCE SOUTH 08°19'27" WEST FOR 121.97 FEET; THENCE SOUTH 08°27'45" WEST FOR 1055.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF OLIVE ROAD; THENCE NORTH 86°58'44" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR 221.81 FEET; THENCE NORTH 09°49'34" EAST FOR 1079.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.61 ACRES, MORE OR LESS.

Exhibit "A"

15
02
252

OR BK 4303 P61287
Escambia County, Florida
INSTRUMENT 98-518155

This instrument was prepared by:
Stephen R. Moorhead, Esquire
McDonald, Fleming, Moorhead
& Ferguson, Attorneys at Law
4300 Bayou Blvd., Suite 12 & 13
Pensacola, Florida 32503

DEED DOC STAMPS PD # ESC CO \$ 0.70
09/08/98 ERIK LEE HARRIS, CLERK
By: *[Signature]*

QUIT CLAIM DEED

STATE OF FLORIDA

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that **N & S INVESTMENTS**, a Florida General Partnership consisting of Shawky E. Shamma, Amal K. Shamma, and Shawky E. Shamma as trustee of the N & S Irrevocable Trust, whose mailing address is 8680 Scenic Highway, #22, Pensacola, FL 32514, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does remise, release and quit claim unto **BRANTLEY-KNEPPER DEVELOPMENT, INC.**, a Florida corporation, whose mailing address is P.O. Drawer 15430, Pensacola, FL 32514-0430, tax identification number is _____, its successors and assigns, forever, the real property described in the attached Exhibit A located in the County of Escambia, State of Florida.

Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, free from all exceptions and right of homestead.

IN WITNESS WHEREOF, the undersigned executed this instrument on this 18th day of August 1998.

WITNESSES:

[Signature]
Print Name Stephen R. Moorhead
[Signature]
Print Name Nancy R. Lentke

N & S INVESTMENTS, a Florida General Partnership

By: *[Signature]*
Shawky E. Shamma, as General Partner

WITNESSES:

[Signature]
Print name of witness Stephen R. Moorhead
[Signature]
Print name of witness Nancy R. Lentke

N & S IRREVOCABLE TRUST

By: *[Signature]*
Shawky E. Shamma, as Trustee of N & S Irrevocable Trust

STATE OF FLORIDA
COUNTY OF ESCAMBIA

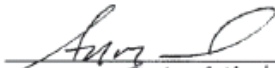
The foregoing instrument was sworn to and acknowledged before me this 18th day of August 1998, by Shawky E. Shamma, as General Partner of N & S INVESTMENTS, a Florida General Partnership and as Trustee of the N & S IRREVOCABLE TRUST, who has produced _____ as identification or who is personally known to me.




STEPHEN R. MOORHEAD
MY COMMISSION # 0040888 EXPIRES
October 23, 1998
BONDED THROUGH TARI INSURANCE, INC.

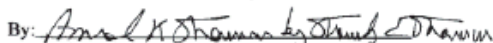
[Signature]
NOTARY PUBLIC

WITNESSES:


Printed name of witness Stephen R. Moorhead


Printed name of witness Nancy R. Lentz


N & S INVESTMENTS, a Florida General
Partnership

By: 
Amal K. Shamma, as General Partner by Shawky
E. Shamma, her attorney-in-fact

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 18th day of August
1998, by Shawky E. Shamma, the attorney-in-fact for Amal K. Shamma, as General Partner of N & S
Investments, a Florida General Partnership, who has produced _____
as identification or who is personally known to me.


NOTARY PUBLIC
Print Name: _____
Commission No.: _____
My Commission Expires: _____



BrantleyN&S.qcd

RCD Sep 08, 1998 10:02 am
Escambia County, Florida

EXHIBIT A

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-518155

All real property owned by Grantor as provided in the public records of Escambia County, Florida as of the date hereof:

- (i) Lying East of and adjacent to the property described below; and
- (ii) Lying West of and adjacent to the property described below which is South of the North line of Mazurek Plantation as recorded at Plat Book 16 at Pages 22 and 22A of the public records of Escambia County, Florida

LEGAL DESCRIPTION:

THAT PORTION OF CODY LANE (80' R/W) AS SHOWN ON THE RECORDED PLAT OF MAZUREK PLANTATION AS RECORDED IN PLAT BOOK 16 AT PAGE 22 AND 22A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGIN AT THE NORTHEAST CORNER OF CODY LANE AS SHOWN ON THE RECORDED PLAT OF MAZUREK PLANTATION AS RECORDED IN PLAT BOOK 16 AT PAGE 22 AND 22A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE NORTHERLY ALONG THE EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID CODY LANE NORTH 94 DEGREES 54 MINUTES 48 SECONDS EAST FOR 7.99 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 30 SECONDS WEST FOR 576.67 FEET; THENCE NORTH 92 DEGREES 18 MINUTES 09 SECONDS WEST FOR 633.26 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSON AVENUE (66' R/W); THENCE SOUTH 87 DEGREES 45 MINUTES 58 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR 96.59 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF JERNIGAN ROAD (50' R/W); THENCE SOUTH 81 DEGREES 18 MINUTES 09 SECONDS EAST ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF JERNIGAN ROAD (50' R/W) FOR 497.89 FEET; THENCE SOUTH 86 DEGREES 39 MINUTES 30 SECONDS EAST FOR 963.59 FEET TO THE NORTHWEST CORNER OF SAID CODY LANE; THENCE SOUTH 94 DEGREES 39 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID CODY LANE FOR 86.81 FEET TO THE POINT OF BEGINNING.

ENGAGEMENT LETTER

PAGE NO. 1

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

PURCHASE ORDER NO. 121377

I
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V
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L
 CLERK OF THE COURT & COMPTROLLER
 HON. ERNIE LEE MAGAHA
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843
 (850) 595-4841

V
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 410028
 BRANTLEY & ASSOCIATES
 REAL ESTATE APPRAISAL CORPORATION
 100 N SPRING STREET STE 2
 PENSACOLA FL 32502

S
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 ENGINEERING
 ENGINEERING DEPARTMENT
 3363 WEST PARK PLACE
 PENSACOLA FL 32505
 ATTN: JUDY CANTRELL

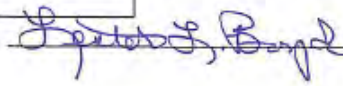
ORDER DATE: 06/15/12	BUYER: LESTER BOYD	REQ. NO.: 12001491	REQ. DATE: 06/14/12
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: OLIVE ROAD EAST-WHITE CED
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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	REAL ESTATE APPRAISAL SERVICES FOR OLIVE ROAD EAST-WHITE CEDAR GARDENS PER ATTACHED QUOTE. CIP: OLIVE ROAD EAST-WHITE CEDAR GARDENS	2500.0000	2,500.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	210109 56101	2,500.00	10EN0363	2,500.00
				TOTAL \$ 2,500.00

TAX ID 85-6013888011C-3
 FED ID 55-6000-598

APPROVED BY 
 Original Purchase Order

VACANT LAND ZONED R-6
JOHNSON AVENUE
PENSACOLA, FLORIDA 32514



G. Daniel Green

& ASSOCIATES

COMMERCIAL & RESIDENTIAL APPRAISAL, CONSULTING & SALES

103 baybridge drive • gulf breeze, fl 32562
tel 850.934.1797 • fax 850.932.8679

G. Daniel Green, MAI, SRA, Cert. Gen. REA #RZ836
Paula M. Pelezo, Cert. Res. REA #RD7497 | Susanne S. Timmons, Cert. Res. REA #RD4984
Benjamin F. McDaniel Registered Trainee #RI23426

G. DANIEL GREEN & ASSOCIATES, INC.
Appraisals, Sales, & Consulting

SUMMARY APPRAISAL REPORT

SUBJECT PROPERTY

VACANT LAND ZONED R-6
JOHNSON AVENUE
PENSACOLA, FLORIDA 32514

REPORT DATE

April 19, 2012

EFFECTIVE DATE

April 16, 2012

CLIENT/INTENDED USERS

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:

G. Daniel Green, MAI, SRA

Certified General Appraiser RZ836

G. Daniel Green & Associates, Inc.
103 Baybridge Gulf Breeze, Florida 32562
Telephone (850) 934-1797
Fax (850) 932-8679
appraisal@gdanielgreen.com

April 19, 2012

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

Re: Vacant Land Zoned R-6
Johnson Avenue
Pensacola, FL 32514

Dear Mr. Godwin/Ms. Cantrell,

In response to your request, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the current market value of the fee simple interest in the above captioned subject property. The following Summary Appraisal Report presents our findings.

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest of the subject property based on a personal observation of the subject; information provided to our office; and the investigation and analyses undertaken; as of April 16, 2012, the effective date; subject to the attached assumptions and limiting conditions.

We have analyzed the market value of the subject property based on our opinion of the highest and best use of the subject property. Subject to the assumptions, limiting conditions and certification set forth herein, it is our professional opinion the market value of the fee simple interest in the subject property as of April 16, 2012 is:

\$40,000
FORTY THOUSAND DOLLARS
MARKET VALUE - FEE SIMPLE INTEREST
AS OF APRIL 16, 2012



The following is a Summary Appraisal Report utilizing the Direct Sales Comparison Approach solely. The Income and Cost Approaches have not been utilized as the application of the Direct Sales Comparison Approach will provide a credible opinion of value for the subject property. This report has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, the State of Florida, including Federal regulations as stipulated by all appropriate federal regulatory agencies under the most recent Real Estate Appraisal ruling (12 CFR Par 34-Title XI of FIRREA).

The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. It is intended to comply with the requirements set forth under Standards Rule 2 of the *Uniform Standards of Professional Appraisal Practice* (USPAP) effective January 1, 2012 adopted by the Appraisal Foundation.

The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, trend in value or a minimum or maximum value. The report presents summarized discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's credible opinion of value. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The content of this Summary level report includes all specification in USPAP as defined in Standards Rule 2 -2 (b) and through the scope of work have concluded to a credible opinion of value.

G. Daniel Green MAI, SRA is currently certified under the voluntary continuing education program of The Appraisal Institute.

Due to the current market uncertainty in the US economy, the opinions and conclusions herein are valid as of the effective date of the appraisal only.

In addition to the included assumptions and limiting conditions, the following also apply:

- 1. The client, Board of County Commissioners, Escambia County, FL, nor the current owner of the property furnished a boundary survey. All measurements and parcel sizes are based on the Escambia County Property Appraiser's records. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
- 2. The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
- 3. The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*

Exposure Time: The exposure time linked to the final value opinion for subject property is estimated to be eighteen (18) to twenty four (24) months based on market sales of similar properties and current market activity.

Marketing Time at concluded value estimate: The marketing time for the subject property is estimated to be eighteen (18) to twenty four (24) months.

Respectfully submitted,



G. Daniel Green, MAI SRA
State-Certified General
Real Estate Appraiser #RZ836

CERTIFICATION

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the properties that are the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- G. Daniel Green, MAI has personally observed the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of The Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The undersigned appraiser has the knowledge and experience to complete this assignment competently.
- As of the date of this report, G. Daniel Green MAI, SRA has completed the continuing education program of the Appraisal Institute.
- The appraiser signing this report has not performed services regarding the subject property within 36 months prior to the effective date of this appraisal, as an appraiser or in any other capacity.



G. Daniel Green, MAI SRA
State-Certified General
Real Estate Appraiser #RZ836

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or conclusion with respect to neighborhood trends, upon stereotyped biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

DISCLOSURE OF COMPETENCY

The signing appraisers of this report are competent to complete this report in accordance with the competency provision in the USPAP 2011. Appraisers' qualifications are included toward the end of the report.

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G. Daniel Green, MAI, SRA	55

ADDENDA

Client Engagement Letter	
Invoice	

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION: An approximate 0.41 +/- acre portion of Section 6, Township 1 South, Range 29 West, Escambia County, Florida. Parcel ID: 06-1S-29-1009-020-001

OWNERSHIP: Donald S. and Robbie S. Brantley
4139 Lyric Lane
Pensacola, FL 32514

LOCATION OF PROPERTY: Portion of Section 6, Township 1 South, Range 29 West, Escambia County, Florida with a street address of Johnson Avenue, Pensacola, Florida 32514

TYPE OF VALUE: The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a specific date.

PROPERTY RIGHTS APPRAISED: Fee simple ownership rights.

DATE OF REPORT: April 19, 2012

EFFECTIVE DATE: April 16, 2012

ASSESSED VALUE: \$15,190 See Taxes and Assessments section for details

TAXES: \$246.78 See Taxes and Assessments section for details.

ZONING CLASSIFICATION: R-6, Neighborhood Commercial & Residential District, (Cumulative) High Density per Escambia County Code of Ordinances - See zoning section for more detail

LAND AREA: 0.41 +/- acres, Per Escambia County Property Appraiser

HIGHEST AND BEST USE: As Vacant - Commercial

EXPOSURE TIME: 18 to 24 months

MARKETING TIME: 18 to 24 months

VALUE INDICATION:

Direct Sales Comparison Approach ("As Is") \$40,000



IDENTIFICATION AND TYPE OF APPRAISAL FORMAT

This is a Summary level appraisal report, as defined by the 2010 edition of the Uniform Standards of Professional Appraisal Practice, which contains discussion and analysis of relevant conclusions, data and analysis in a narrative format that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice.

APPRAISAL PREPARED FOR & INTENDED USER

Board of County Commissioners
Escambia County, FL
c/o Larry Godwin or Judy Cantrell
Public Works Department
3363 West Park Place
Pensacola, FL 32505

TYPE OF VALUE

This appraisal is being prepared to provide an opinion of the fee simple interest value of the subject property as of a specific date cited herein.

INTENDED USE OF APPRAISAL

It is understood that this appraisal shall be utilized to assist the client with internal decision making regarding the subject property.

DATE OF REPORT

April 19, 2012

DATE OF VALUE OPINION

April 16, 2012

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the *fee simple* ownership position, free and clear of other leases, mortgage indebtedness, other liens or special assessments against the property. The Appraisal Institute defines Fee Simple ownership rights as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".



SCOPE OF WORK

Scope of Work is defined in the preamble to Standard 1 as follows: The type and extent of research and analysis in an assignment.

“In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal.”

Identification of the problem:

As stated previously, we have been engaged by Board of County Commissioners, Escambia County, FL, specifically Larry Godwin or Judy Cantrell, Public Works Department, 3363 West Park Place Pensacola, FL 32505, to develop the “As-Is” market value of the fee simple interest of an approximate 0.41 +/- acre portion of Section 6, Township 1 South, Range 29 West, Escambia County, Florida, with a street address of Johnson Avenue, Pensacola, Florida 32514.

Determine the scope of work necessary to solve the problem and correctly complete research and analyses necessary to produce a credible appraisal:

The subject site and improvements were observed, photographed and analyzed. Measurements of the subject were taken at the time of viewing the property, and checked with the Escambia County Property Appraiser’s Website.

Neighborhood influences were analyzed and considered. Market forces were analyzed including the supply and anticipated supply of comparable properties, sales and listings of comparable properties. Recent sales of comparable large residences were analyzed and verified. Other activities undertaken included examination of commercial and residential real estate values, site development costs, and zoning and land use regulations.

Local and national data sources were reviewed for timely factors, rates, costs and values as they pertained to the subject property as of the date of valuation.

Primary data concerning region, neighborhood and the property was obtained through discussions with city and county government officials, taxing authority, zoning authority, the Escambia County Property Appraiser’s Office and market participants.

Specific market data utilized in this valuation analysis was collected from inner-office files and from the public records of various counties within the Florida panhandle (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough analysis of the subject property and resulting highest and best use analyses. Within the confines of this analysis, I have made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas in order to obtain a sufficient quantity of market data.



.41 Acres on Johnson Avenue

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which is considered to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein.

The following information has been relied upon and/or considered the following specific information in the performance of this valuation analysis:

- Aerial and section maps prepared by the Escambia County Property Appraiser's Office and available on their website.
- Zoning of the subject and comparable sales data compiled from Escambia County
- Personal observation of the subject property

After considering the analyses of the data using the applicable approaches to value, a final opinion of the market value of the fee simple interest will be provided. This report constitutes a complete summary appraisal analysis.

The following is a Summary Appraisal Report utilizing the Direct Sales Comparison solely. Give the subject property is vacant land, the Income and Cost Approaches have not been utilized.

The Direct Sales Comparison Approach will utilize the sales of comparable properties within the subject's market. Adjustments for differences in financing, size, shape, and other pertinent conditions of sale will be considered. After appropriate adjustment, a value indication for the subject will be derived. This Sales Comparison approach will then be relied upon, solely, in order to estimate the fee simple market value opinion of the subject property as of the effective date of the appraisal.



DEFINITION OF MARKET VALUE

“the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the Sale.”

* Federal Deposit Insurance Corporation (FDIC) definition of market value based on: OCC: 12 CFR 34, subpart D; FRB: 12 CFR Part 208, subpart C; FDIC: 12 CFR Part 365; and OTS: 12 CFR Parts 545 and 563.



EXPOSURE TIME

Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.¹ The exposure time for this property is estimated to be eighteen (18) to twenty-four (24) months.

MARKETING PERIOD

Reasonable marketing time is an opinion of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.² The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar properties. In addition, brokers familiar with the subject area were contacted and the marketing period is supported by findings from these interviews. The Marketing time for this property is estimated to be eighteen (18) to twenty-four (24) months.

¹ Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 1, 2010

² Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 2-2, Advisory Opinion 102, January 1, 2010, page F47.



PROPERTY IDENTIFICATION

An approximate 0.41 +/- acre portion of Section 6, Township 1 South, Range 29 West, with a street address of Johnson Avenue Pensacola, FL, Escambia County. Zoning is R-6.

LEGAL DESCRIPTION

Account Number	Tax Type	Tax Year
01-0317-103	REAL ESTATE	2011
Legal Description (click for full description)		
BEG AT NW COR OF JOSEPH NORIEGA GRANT SEC 6 N 86 DEG 42 MIN 16 SEC E ALG N LI OF SD SEC 2315 20/100 FT S 03 DEG 13 MIN 59 SEC E 33 FT TO A POINT ON S R/W LI OF JOHNSON AVE (66 FT R/W) (ACCORDING TO OR 495 P 379) N 86 DEG 42 MIN 16 SEC E ALG SD S R/W LI 1345 36/100 FT FOR POB N 86 DEG 42 MIN 16 SEC E ALG SD S R/W LI 290 FT S 63 DEG 52 MIN 56 SEC W ALG SD CENTER LI 314 63/100 FT N 03 DEG 17 MIN 44 SEC W 122 03/100 FT TO POB OR 2498 P 441		

OWNERSHIP OF RECORD/SALES HISTORY

According to the tax rolls of Escambia County, title to the subject is held by Donald S. and Robbie S. Brantley, 4139 Lyric Lane, Pensacola, FL 32514. This property was not found to be publically listed for sale.

ASSESSMENT AND TAXES

The Escambia County Tax Assessors office identifies the property by account # 01-0317-103. The subject's current assessed value is \$15,190. The current combined taxes and Non-Ad Valorem Assessments applicable to the subject property are \$246.78. The current millage rate is 15.5215.



.41 Acres on Johnson Avenue

Account Number	Tax Type	Tax Year			
01-0317-103	REAL ESTATE	2011			
Mailing Address BRANTLEY DONALD S & ROBBIE S 4139 LYRIC LN PENSACOLA FL 32514		Property Address 0 JOHNSON AVE GEO Number 061S29-1009-020-001			
Exempt Amount	Taxable Value				
See Below	See Below				
Exemption Detail NO EXEMPTIONS	Millage Code 06	Escrow Code			
Legal Description (click for full description) 061S29-1009-020-001 0 JOHNSON AVE BEG AT NW COR OF JOSEPH NORIEGA GRANT SEC 6 N 86 DEG 42 MIN 16 SEC E ALG N LI OF SD SEC 2315 20/100 FT S 03 DEG 13 MIN 59 SEC E 33 FT TO A POINT ON S R/W LI OF JOHNSON AVE (66 FT R/W) See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Exemption Value Amount	Taxable Value	Taxes Levied	
COUNTY	6.9755	15,190	0	\$15,190	\$105.96
PUBLIC SCHOOLS					
By Local Board	2.2480	15,190	0	\$15,190	\$34.15
By State Law	5.5730	15,190	0	\$15,190	\$84.65
SHERIFF	0.6850	15,190	0	\$15,190	\$10.41
WATER MANAGEMENT	0.0400	15,190	0	\$15,190	\$0.61
Total Millage		15.5215	Total Taxes		\$235.78
Non-Ad Valorem Assessments					
Code	Levying Authority	Amount			
NFP	FIRE (CALL 595-4960)	\$11.00			
		Total Assessments		\$11.00	
		Taxes & Assessments		\$246.78	
		If Paid By	Amount Due		
		4/30/2012	\$254.18		
		5/31/2012	\$267.18		
			Prior Years Payment History		
Prior Year Taxes Due					
NO DELINQUENT TAXES					



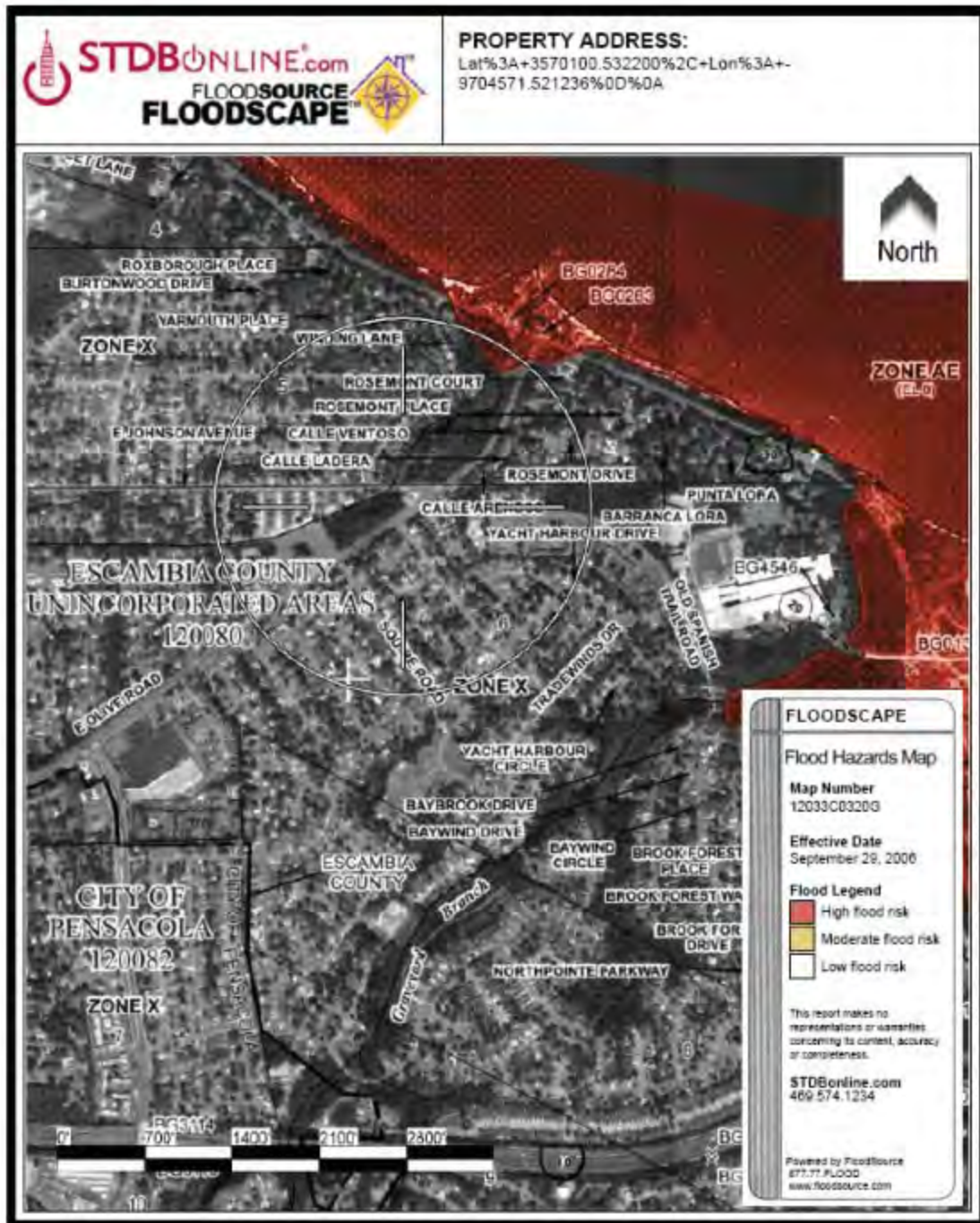
.41 Acres on Johnson Avenue

FLOOD ZONE

All of the subject property is situated in an area that is designated low flood risk per Map #12033C0320G, dated September 29, 2006.

An illustration has been provided on the following page for your review:

FLOOD MAP



ZONING

The subject is zoned R-6, Neighborhood Commercial & Residential District, (Cumulative) High Density per Escambia County Code of Ordinances. The zoning classification details follow, as taken from the Code of Ordinances of Escambia County.

6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.

A. Intent and purpose of district. This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-6, neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.

All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. Permitted uses.

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.
 - h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
 - i. Health clubs, spa and exercise centers.
 - j. Studio for the arts.
 - k. Martial arts studios.
 - l. Bicycle sales and mechanical services.
 - m. Other retail/service uses of similar type and character of those listed herein above.
3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
4. Restaurants.



.41 Acres on Johnson Avenue

5. Automobile service stations (no outside storage, minor repair only).
6. Appliance repair shops (no outside storage or work permitted).
7. Places of worship and educational facilities/institutions.
8. Fortune tellers, palm readers, psychics, etc.
9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
10. Mobile home subdivision or park.

C. *Conditional uses.*

1. Any conditional use allowed in the R-5 district.
2. Drive-through restaurants (fast food or drive-in, by whatever name known).
3. Any building exceeding 120 feet height.
4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.
6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only (outside storage of operable vehicles including cars, light trucks, RVs, boats, and similar items).
 - d. No truck, utility trailer, and RV rental service or facility allowed, see C-2.
7. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)
8. Temporary structures. (See section 6.04.16)

D. *Off-street parking regulations.* See section 7.02.00.

E. *Site and building requirements.* Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.

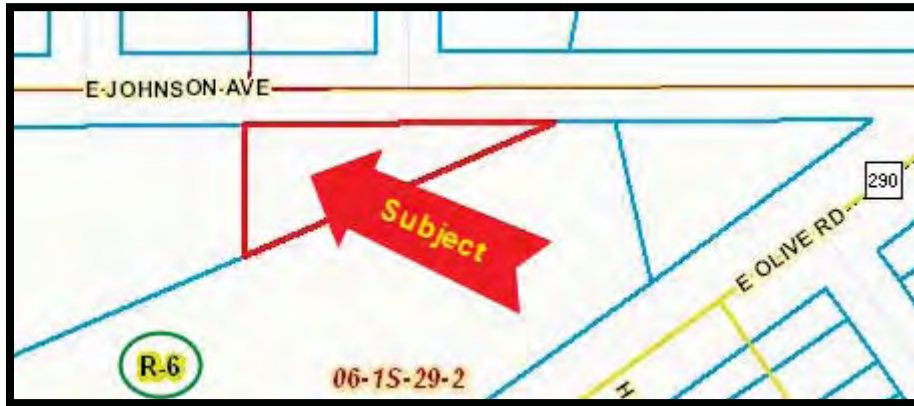
F. *Landscaping.* See section 7.01.00.

G. *Signs.* See article 8.

H. *Locational criteria.* See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.



ZONING MAP



Subject outlined in red



REGIONAL DATA

The purpose of this section is to present a description of the surrounding regional attributes and specifically describe Escambia County and Santa Rosa County, statistically referred to as the Pensacola MSA (Metropolitan Statistical Area). Escambia County is home to the majority of economic and government activity within the Pensacola MSA, and is therefore more heavily considered and presented within this profile.



Northwest Florida Metropolitan Statistical Areas (MSAs)

- Pensacola MSA
- Ft. Walton Beach MSA
- Panama City MSA
- Tallahassee MSA

A profile has been created through research of census data and use of the Haas Center for Research and Economic Development. Information has been gathered from the Escambia County Chamber of Commerce, Santa Rosa County Chamber of Commerce and other sources, including Planning and Development Departments for both counties.

The regions central location is approximately 200 miles east of New Orleans, Louisiana, 250 miles south of Birmingham, Alabama, 370 Miles southwest of Atlanta, Georgia and 375 miles west of Jacksonville, Florida. The Pensacola MSA is bisected by Interstate 10, which allows easy access across the southeast. Interstate 110 also connects I-10 directly to downtown Pensacola. Air transportation is available at Pensacola Regional Airport, where seven major carriers provide service to nine domestic destinations. Four general



.41 Acres on Johnson Avenue

aviation airports also serve the region. Water transportation is available at the adjacent Port of Pensacola which is also part of a foreign trade zone located within an Enterprise Zone. Local rail transportation is available from CSX, Alabama Gulf Coast Railway, Amtrak and the Burlington Northern Santa Fe Railroad.

The two counties of Escambia and Santa Rosa (Escambia's abutting county to the east), include 1,685 square miles of land area. There is approximately 212 square miles of water area in the depicted region not including the Gulf of Mexico. There are over 30 miles of coastline located on the two counties. Gulf Island National Seashore is stretched sporadically across the entirety of Escambia and Santa Rosa Shorelines. Black Water River Park, located in the northern region of Santa Rosa County, is home to 590 acres of land and water. This area also houses military bases including Pensacola Naval Air Station, NAS Whiting Field and Corry Station.

In 2005, Florida's Great Northwest, Inc. identified the need and developed the vision for a strategic economic development plan to serve as a long-term guide for sustainable economic development in Northwest Florida.

Mission Statement of Florida's Great Northwest: Florida's Great Northwest's mission is to grow a vibrant and sustainable economy for all 16 counties in Northwest Florida that creates nationally and globally competitive advantages for the development of key industry clusters, increases the income and prosperity of workers and families, ensures healthy communities and a vibrant quality of life, and preserves the natural beauty and resources of the region.

Discussions surrounding a sustainable and diversified economy have increased amid the challenges of the recession. However, Florida's Great Northwest's strategic planning efforts during the last few years have created a clear focus on key target industries in sectors that are displaying steady growth. New industries within the Pensacola MSA include: AppRiver, LLC, Navy Federal Credit Union, GE Energy (wind turbines), Avalex Technologies, and ActiGraph, LLC.

Tourism in the Pensacola Bay area brings in approximately \$552,000,000 annually.

GEOGRAPHY

Escambia County has a total of 876 square miles and encompasses a land mass of approximately 662 square miles. The terrain is semi-flat with an extreme elevation of 120 feet above sea level. The border to the east of Escambia County is the Escambia River and Escambia Bay, the northern border is the Florida/Alabama state line, the western border is the Florida/Alabama border delineated by the Perdido River and Perdido Bay, and the southern border is the shore of the Gulf of Mexico. The area includes navigable access to the Gulf of Mexico and the Port of Pensacola is an international deep port for large commercial ships and military sea vessels, part of a foreign trade zone, and are located within an Enterprise Zone. Pensacola is home to



more than 400 underwater shipwrecks, including the 888 foot battleship that has become the world's largest manmade reef. Escambia County is known as the "Western Gate to the Sunshine State". The area is also known as part of the "Emerald Coast" and the "Sun Belt". There are on average 343 days of sunshine per year, with an average temperature of 77 degrees.

DEMOGRAPHICS

Escambia County's population increased slightly during the last ten years, but the county experienced a population shift into the area between Barrineau Park and 9 Mile roads, according to data released by the U.S. Census Bureau. Escambia County saw a very slight 1 percent increase during the decade as the population increased from 294,410 in 2000 to 297,619 in 2010.

The county is divided into four "Census County Division" areas. Population figures from those divisions showed a very definite growth trend in the "Cantonment CCD" – an area roughly bordered by Barrineau Park and Quintette roads to the north and 9 Mile Road to the south. The area showed a 15.8 percent population increase to 50,638 persons.

The three other Census County Divisions all showed 1.4 to 3.0 percent population decreases.

Century's population decreased slightly, from 1,714 in 2000 to 1,698 in 2010. The City of Pensacola saw a more substantial population decrease – almost 8.5 percent – from 56,255 in 2000 to 51,923 in 2010.

Neighboring Santa Rosa County grew from 117,743 to 151,372 during the decade, an increase of almost 29 percent. Santa Rosa was among the fastest growing counties in Florida. The Town of Jay's population decreased, from 579 to 533.

EDUCATION

There are a total of 107 public schools in the Pensacola MSA. There are 51 elementary schools, 17 middle schools, 13 high schools, and 26 alternative schools. The Escambia County School District is one of the 100 largest in the nation, providing programs ranging from accelerated learning for gifted students to dropout prevention for troubled students. The area has access to many Colleges and Vocational Schools including Troy State University, University of West Florida, Pensacola Christian College, Pensacola State College, and George Stone Vocational Training Center.

More than 11,000 students are enrolled at the University of West Florida. The University of West Florida is a Doctoral/Research University, which specializes in engineering and the humanities. UWF is a space-grant institution that was established in 1963. The University of West Florida sits on the third largest campus in the State



.41 Acres on Johnson Avenue

University System, 1,600 acres (6.5 km²), and its campus is a natural preserve that is bordered by two rivers and Escambia Bay. The University of West Florida is known for its small class sizes and its intimate, private school like educational atmosphere, which distinguishes it from the larger universities in the State University System.

In 2010 UWF opened a new multimillion dollar facility, home of the new School of Science and Engineering including the Computer Science, Computer Information Systems, Electrical Engineering, Computer Engineering, Mathematics and Statistics, Physics, and Software Engineering programs.

The building includes prototype robot fabrication and testing laboratories, 3-D virtual reality simulators, a state-of-the-art holo deck and a glass wall atrium that helps put science into public view. This construction is based on Project Kaleidoscope, a national initiative funded project by the National Science Foundation and the Keck Foundation. This collegiate facility is one of the first of its kind.

Pensacola State College (since 2010), previously Pensacola Junior College, offers more than 100 majors and areas of concentration. The college offers associates and bachelors degrees as well as vocational certifications and an adult high school. Local sports fans have watched several area teams take national collegiate championships. Several private colleges also produce graduates for Northwest Florida.

MILITARY

Naval Air Station Pensacola or NAS Pensacola, also nicknamed, "The Cradle of Naval Aviation", is a United States Navy base located within the Pensacola city limits. It is best known as the primary training base for all Navy, Marine and Coast Guard aviators and Naval Flight Officers, the advanced training base for most Naval Flight Officers, and as the home base for the United States Navy Flight Demonstration Squadron, the precision-flying team known as the Blue Angels. It is currently a Superfund site.

The air station also hosts the Naval Air and Operational Medical Institute (NAOMI), which provides training for all naval flight surgeons, aviation physiologists, and aviation experimental psychologists. With the closure of Naval Air Station Memphis in Millington, Tennessee and the transition of that facility to Naval Support Activity Mid-South, NAS Pensacola also became home to the Naval Air Technical Training Center (NATTC), providing technical training schools for nearly all enlisted aircraft maintenance and enlisted aircrew specialties in the U.S. Navy, U.S. Marine Corps and U.S. Coast Guard.

NAS Pensacola contains Forrest Sherman Field, home of Training Air Wing SIX, providing undergraduate flight training for all prospective Naval Flight Officers for the U.S. Navy and U.S. Marine Corps, prospective U.S. Air Force Navigator/Combat Systems Officers for the F-15E Strike Eagle and B-1B Lancer bomber, and flight



.41 Acres on Johnson Avenue

officers/navigators for other NATO/Allied/Coalition partners. TRAWING SIX consists of the Training Squadron 4 (VT-4) Warbucks, Training Squadron 10 (VT-10) Wildcats and Training Squadron 86 (VT-86) Sabrehawks, flying the T-45C Goshawk, T-6A Texan II, T-39 Sabreliner and U.S. Air Force T-1A Jayhawk aircraft.

Other tenant activities include the United States Navy Flight Demonstration Squadron, the Blue Angels, flying F/A-18 Hornets and a single USMC KC-130F Hercules; the 2nd German Air Force Training Squadron USA (German: 2. Deutsche Luftwaffenausbildungsstaffel USA - abbreviated "2. DtLwAusbStff"), and the NAS Pensacola Search and Rescue Detachment (flying SH-60 Seahawk helicopters). A total of 131 aircraft operate out of Sherman Field, generating 110,000 flight operations each year.

The National Museum of Naval Aviation, the Pensacola Naval Air Station Historic District, and the National Park Service-administered Fort Barrancas and its associated Advance Redoubt are all located at NAS Pensacola, as well as Barrancas National Cemetery.

HOUSING

Metro Market Trends reported the single family resales in the Pensacola area were up by nearly 5% in 2011 as compared to 2010. The total dollar amount of single family resales was up by 3%. There were 759 condo resales in 2011 as compared to 601 the year before. This was up by 26%. There was also a 26% increase in the total dollar amount of condo resales. The average sales price of a new single family home in the Pensacola area market was just under \$217,000 in 2011 which is up from an average sales price of \$189,000 in 2010. There were just under 2,100 pre-foreclosure filings (Lis Pendens) in 2011 which was a 40% decline. Foreclosures in the Pensacola area were also down by 40%.

DEVELOPMENT LAND

According to the PWC (formerly Korpacz) Real Estate Investor Survey for quarter 4 2010, "Due to a lack of sufficient data, specific key indicators are excluded for this market this quarter." This survey also reports, with respect to Development Land, "it will not get any cheaper than it is now, but prepare to wait a long time for the right development opportunity. This lack of certainty from one of the most relied upon investor surveys implies a higher level of risk for investors purchasing vacant land. As a basic principal of economics, this higher level of risk has a downward effect on property values.



GOVERNMENT

Escambia County

Escambia County is governed by a board of county commissioners and is divided into five districts. One county commissioner is elected from each district to serve a four-year term. Commissioners are chosen in partisan elections by voters from the districts in which they live. The board appoints a county administrator to be chief administrative officer of the county, responsible to the commission for the orderly operations of matters within the board's jurisdiction.

The Office of Public Information and Communications is the information hub for the Escambia County Board of County Commissioners, county administration and its bureaus. Their mission is to enhance the relationship between Escambia County government, its citizens and the media through public relations, media relations and customer service.

Escambia County is comprised of the following six bureaus: Corrections, Development Services, Management and Budget Services, Neighborhood and Community Services, Public Safety, and Public Works.

The Corrections Bureau is comprised of three divisions: Community Corrections, Environmental Enforcement and Animal Control, and the Road Prison.

The Development Services bureau consists of a group of professional and certified planners who, along with support staff, help administer the Escambia County Comprehensive Plan and Land Development Code. This Bureau is comprised of the following divisions: Building Inspection Division, Environmental Services, Geographic Information Systems, Planning and Development, and Projects and Contracts. These departments are helpful in deciphering and enforcing land use regulations and building codes.

The Management & Budget Services Bureau is responsible for the primary internal and administrative functions of Escambia County government.

Neighborhood and Community Services is the largest of the county's bureaus, and it provides a diverse array of vital programs to the community. These programs include Community Affairs, Escambia Extension, Neighborhood Redevelopment, and Solid Waste Management.

The mission of the Public Safety Bureau is to mitigate emergency situations and teach residents how is to prepare their families, homes and businesses for disaster.

The Public Works Bureau is charged with the conservation and preservation of Escambia County's infrastructure, including Parks/Marine Maintenance, DCAT,



.41 Acres on Johnson Avenue

Engineering, Fleet Maintenance, Facilities Management, Roads Division, and Mosquito Control staff.

The United States District Court for the Northern District of Florida is located in Pensacola.

Santa Rosa County

A board of commissioners governs Santa Rosa County. The commissioners are elected by specified districts. The commission in turn appoints a county manager who oversees the day to day operations of the respective governments.

The county operates separate planning and zoning department and building inspection department. These departments are helpful in deciphering and enforcing land use regulations and building codes.

Santa Rosa County Sheriff department and fire department offer adequate protection for the area. The fire department is staffed with volunteers and paid employees by municipality within the county.

The Gulf Power Company, a subsidiary of Southern Company, serves Northwest Florida with three modern electricity generating stations. The Bell South Telephone Company provides telephone service for Pensacola. The Escambia County Utilities Authority (ECUA) supplies water to most residents of the county and provides solid waste, recycling, and yard trash collection to residential properties within the unincorporated area of the county. Natural Gas services are available through Energy Services of Pensacola.

The Department of Transportation cares for all interstates and highways throughout the area. The City of Pensacola operates the Port of Pensacola which can accommodate ocean going vessels with drifts up to 33 feet. The Pensacola Regional Airport is a commercial airport served by American Airlines, ComAir, Continental Airlines, Delta Airlines, Northwest AirlinK, and US Airways. Southwest Airlines are currently in negotiations regarding their possible future expansion to The Pensacola Regional Airport.

The state of Florida has no personal income tax. There is no sales tax on food, medicine, packaging, boiler fuels, and inventories. The majority of Florida tax revenue comes from sales tax on retail sales, rentals, and transient living accommodations. Additionally, there is a corporate state income tax of 5.5%.



SUMMARY

Pensacola remains to be the largest metropolitan area in the Northwest Florida with a strong dependence on a military presence. Escambia County, along with the surrounding region, is in an expanding stage of economic development. The commissioners in the Pensacola area have shown strong will and determination to bring corporations and jobs to the area through the "Florida's Great Northwest" Plan. This region is expected to continue to grow for the foreseeable future.

Interesting information about the area:

- Two Pensacola area beaches made it in the America's top ten beaches – Perdido Key at No. 3 and Eastern Perdido Key at No. 7, according to Dr. Stephen Leatherman of the University of Maryland's Laboratory for Coastal Research
- Pensacola ranked as 4th best place out of 151 cities in the nation for retirees according to the book "Retirement Places Rated" written by David Savageau, published by Prentice-Hall Press
- TripAdvisor and Southern Living call the Pensacola Bay Area one of the nation's "top family-friendly destinations"
- Pensacola is proud to call itself home to the Blue Angels, officially known as the U.S. Navy Flight Demonstration Squadron.
- Pensacola is nicknamed "The City of Five Flags" due to the five governments that have flown flags over it during its history: the flags of Spain, France, Great Britain, the Confederate States of America and the United States.
- University of West Florida named "Best Southeastern College by the *Princeton Review*
- Pensacola MSA ranked 76th, surpassing cities such as Miami, Jacksonville and Orlando in Forbes magazine's May 23 issue listing 150 large metro areas as "Best Places for Business."

Works Cited

Escambia County Chamber of Commerce

HAAS Center for Business Research and Economic Development at UWF

www.eflorida.com

www.STDBonline.com

www.Floridasgreatnorthwest.com

www.uscensus.gov

<http://www.co.escambia.fl.us>

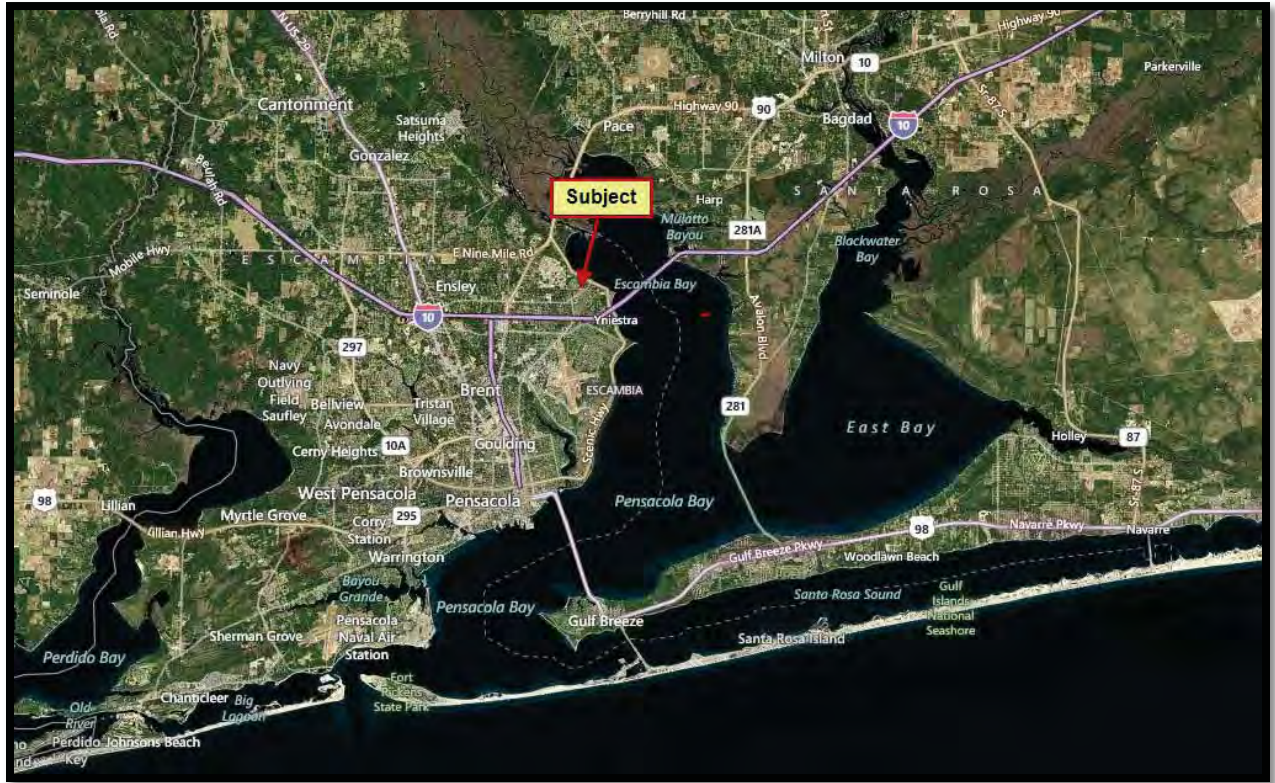
www.freddiemac.com

www.newsweek.com

www.city-data.com



REGIONAL LOCATION MAP



NEIGHBORHOOD DATA

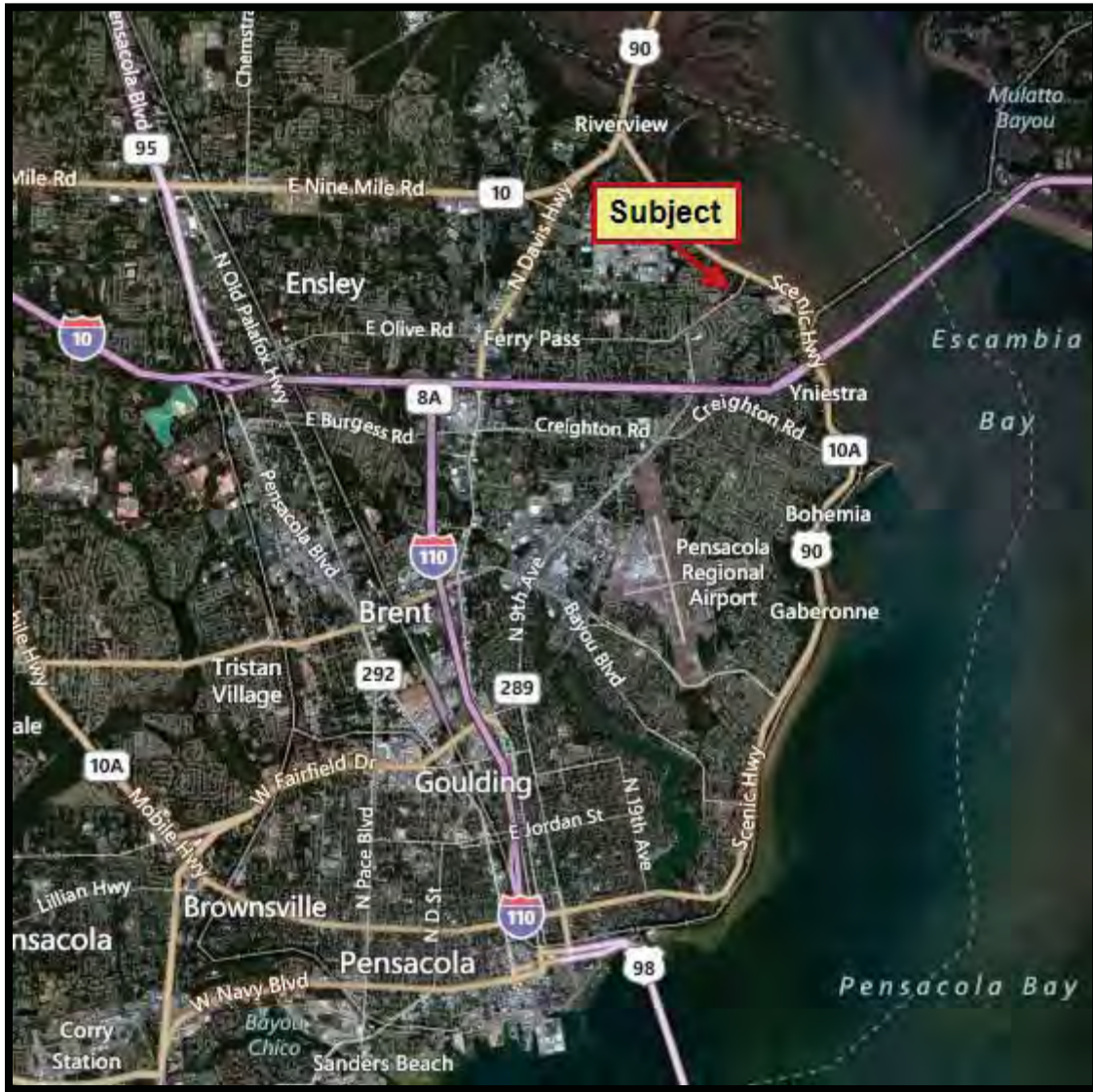
The Market Area Analysis is the study of general influences on all property values and particularly the subject property. This analysis is made to determine how the operation of social, economic, government and environmental forces influence the property values in proximity to the subject. The definition of market area, formerly referred to as neighborhood, is "a grouping of complementary land uses affected by similar operation of four forces that affect property value."

The subject neighborhood is identified as north Pensacola or more specifically Ferry Pass. This is a mostly residential community with small subdivisions and some commercial retail and office properties along E Olive Rd. This area is home to West Florida Hospital and the University of West Florida. Residential housing ranges from older semi-rural farm houses to new moderately priced detached homes in modest subdivisions. E. Olive Rd. has experienced recent development as the population expands north and west from the downtown area. All major infrastructures are available including shopping centers, "big box" stores, schools, churches and clinics. Major medical is located to the west and south. Almost all the major Pensacola thoroughfares traverse the area including Interstate 10, West Nine Mile Rd., and Highway 29. Growth is presently creeping along, but the future for this area seems positive as the population continues to expand in this direction.

As is occurring around this area and nationally, there is a slowing of the economy bringing downward pressure on property values and rental rates. We have not seen a turnaround as yet and expect this trend to continue for the time being.

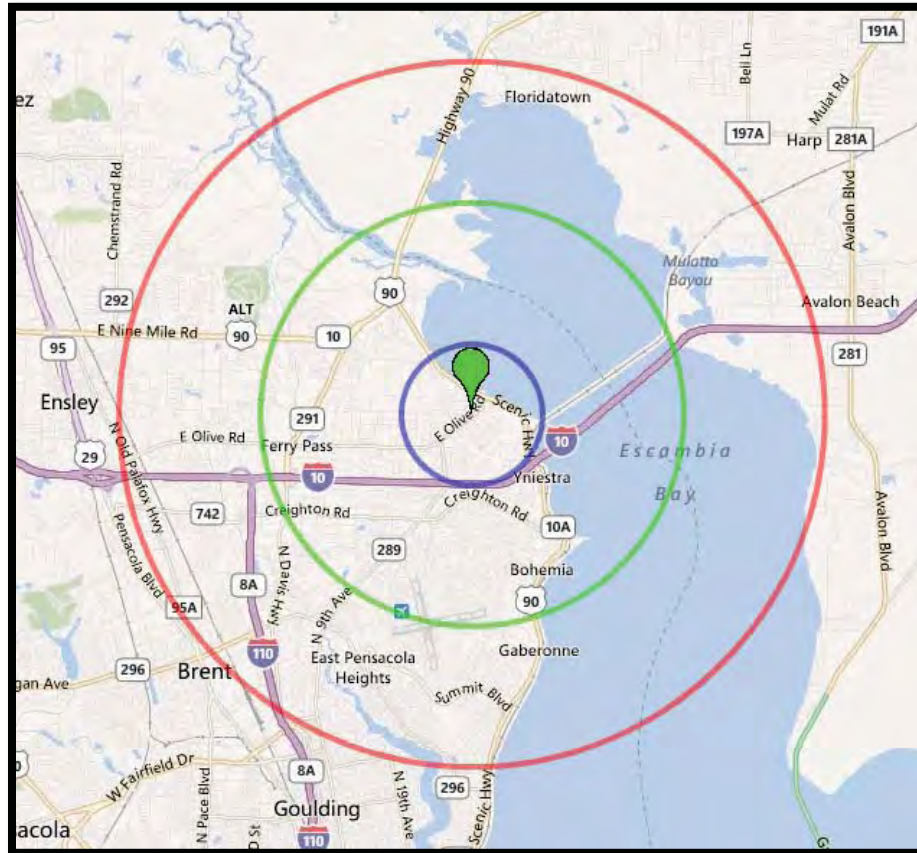


NEIGHBORHOOD LOCATION MAP



SITE TO DO BUSINESS ONLINE DEMOGRAPHIC DATA

In the following pages we have included neighborhood information on the subject property taken from an online database at www.STDBOnline.com. This website is dedicated to gathering reports based on radii searches and provided a wide variety of demographic information for the subject property's surrounding area. In the subject property's case a five (5) mile radius is sufficient. A two page report has been included on the following pages. The information has been briefly summarized in the paragraph following the below map.



The 2010 population in this selected geography is estimated to be 82,134. The 2000 census revealed a population of 79,009 representing a .38% annual rate of change. It is estimated that the population in this area will be 82,894 in 2015 representing a change of .18% annually from 2010 to 2015. Currently, the median household income in this selected geography is \$48,209, compared to the US median which is estimated to be \$54,442. The Census revealed a median household income of \$39,006 in 2000. It is estimated that the median household income in this area will be \$54,210 in five years. It was also noted that the Median home value in this area is \$129,718, compared to the median home value of \$157,913 for the US. The five year compounded annual growth rate for median home values is projected to be 3.04%, resulting in an estimated 2015 median home value of \$150,664.



STDB INFORMATION



Lat: 3570105.698756, Lon: -9...

Executive Summary

Prepared by G. Green

Latitude: 30.516425

Longitude: -87.177472

Ring: 1, 3, 5 Miles

	1 mile radius	3 miles radius	5 miles radius
2010 Population			
Total Population	7,435	34,286	82,134
Male Population	45.3%	47.0%	46.8%
Female Population	54.7%	53.0%	53.2%
Median Age	40.8	40.4	37.8
2010 Income			
Median HH Income	\$49,273	\$49,665	\$48,209
Per Capita Income	\$25,384	\$26,102	\$25,206
Average HH Income	\$58,135	\$58,980	\$58,958
2010 Households			
Total Households	3,155	14,799	33,585
Average Household Size	2.28	2.25	2.27
2010 Housing			
Owner Occupied Housing Units	51.8%	54.4%	54.4%
Renter Occupied Housing Units	35.3%	34.5%	34.2%
Vacant Housing Units	12.8%	11.1%	11.4%
Population			
1990 Population	6,763	32,664	73,953
2000 Population	7,738	34,190	79,009
2010 Population	7,435	34,286	82,134
2015 Population	7,299	34,238	82,894
1990-2000 Annual Rate	1.33%	0.46%	0.66%
2000-2010 Annual Rate	-0.39%	-0.03%	0.38%
2010-2015 Annual Rate	-0.37%	-0.03%	0.18%

In the identified market area, the current year population is 82,134. In 2000, the Census count in the market area was 79,009. The rate of change since 2000 was 0.38 percent annually. The five-year projection for the population in the market area is 82,894, representing a change of 0.18 percent annually from 2010 to 2015. Currently, the population is 46.8 percent male and 53.2 percent female.

Households			
1990 Households	2,685	13,027	28,571
2000 Households	3,252	14,578	31,792
2010 Households	3,155	14,799	33,585
2015 Households	3,101	14,820	34,035
1990-2000 Annual Rate	2.01%	1.13%	1.07%
2000-2010 Annual Rate	-0.29%	0.15%	0.54%
2010-2015 Annual Rate	-0.34%	0.03%	0.27%

The household count in this market area has changed from 31,782 in 2000 to 33,585 in the current year, a change of 0.54 percent annually. The five-year projection of households is 34,035, a change of 0.27 percent annually from the current year total. Average household size is currently 2.27, compared to 2.30 in the year 2000. The number of families in the current year is 20,461 in the market area.

Housing

Currently, 54.4 percent of the 37,922 housing units in the market area are owner occupied; 34.2 percent, renter occupied; and 11.4 percent are vacant. In 2000, there were 34,359 housing units - 58.1 percent owner occupied, 34.4 percent renter occupied and 7.5 percent vacant. The rate of change in housing units since 2000 is 0.97 percent. Median home value in the market area is \$129,718, compared to a median home value of \$157,913 for the U.S. In five years, median home value is projected to change by 3.04 percent annually to \$150,664. From 2000 to the current year, median home value changed by 3.29 percent annually.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. Esri forecasts for 2010 and 2015. Esri converted 1990 Census data into 2000 geography.





Lat: 3570105.656756, Lon: -81...

Executive Summary

Prepared by G. Green

Latitude: 30.516425

Longitude: -87.177472

Ring: 1, 3, 5 Miles

	1 mile radius	3 miles radius	5 miles radius
Median Household Income			
1990 Median HH Income	\$35,036	\$31,192	\$30,921
2000 Median HH Income	\$41,475	\$39,544	\$39,006
2010 Median HH Income	\$49,273	\$49,665	\$48,209
2015 Median HH Income	\$54,553	\$54,651	\$54,210
1990-2000 Annual Rate	1.7%	2.4%	2.35%
2000-2010 Annual Rate	1.7%	2.25%	2.09%
2010-2015 Annual Rate	2.06%	1.93%	2.37%
Per Capita Income			
1990 Per Capita Income	\$15,471	\$14,973	\$14,866
2000 Per Capita Income	\$23,544	\$22,267	\$21,135
2010 Per Capita Income	\$25,384	\$26,102	\$25,206
2015 Per Capita Income	\$27,695	\$28,613	\$27,679
1990-2000 Annual Rate	4.29%	4.05%	3.57%
2000-2010 Annual Rate	0.74%	1.55%	1.73%
2010-2015 Annual Rate	1.5%	1.65%	1.69%
Average Household Income			
1990 Average Household Income	\$39,289	\$36,773	\$37,829
2000 Average Household Income	\$53,784	\$50,564	\$51,290
2010 Average HH Income	\$58,135	\$58,860	\$58,958
2015 Average HH Income	\$63,753	\$64,390	\$64,398
1990-2000 Annual Rate	3.19%	3.24%	3.09%
2000-2010 Annual Rate	0.76%	1.51%	1.37%
2010-2015 Annual Rate	1.86%	1.77%	1.75%

Households by Income

Current median household income is \$48,209 in the market area, compared to \$54,442 for all U.S. households. Median household income is projected to be \$54,210 in five years. In 2000, median household income was \$39,006, compared to \$30,921 in 1990.

Current average household income is \$58,958 in this market area, compared to \$70,173 for all U.S. households. Average household income is projected to be \$64,398 in five years. In 2000, average household income was \$51,290, compared to \$37,829 in 1990.

Current per capita income is \$25,206 in the market area, compared to the U.S. per capita income of \$26,739. The per capita income is projected to be \$27,679 in five years. In 2000, the per capita income was \$21,135, compared to \$14,866 in 1990.

Population by Employment

Total Businesses	114	1,510	3,361
Total Employees	1,957	19,039	44,142

Currently, 62.2 percent of the civilian labor force in the identified market area is employed and 37.8 percent are unemployed. In comparison, 69.2 percent of the U.S. civilian labor force is employed, and 30.8 percent are unemployed. In five years the rate of employment in the market area will be 60.7 percent of the civilian labor force, and unemployment will be 39.3 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 61.2 percent, and 38.8 percent will be unemployed. In 2000, 62.2 percent of the population aged 16 years or older in the market area participated in the labor force, and 1.9 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 66.8 percent in white collar jobs (compared to 61.5 percent of U.S. employment)
- 18.7 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 14.7 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 60.2 percent of the market area population drove alone to work, and 2.2 percent worked at home. The average travel time to work in 2000 was 21.2 minutes in the market area, compared to the U.S. average of 23.5 minutes.

Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 9.0 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 24.3 percent were high school graduates only (29.6 percent in the U.S.)
- 10.5 percent had completed an Associate degree (7.7 percent in the U.S.)
- 21.3 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 12.9 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

Source: U.S. Bureau of the Census, BIPY Census of Population and Housing, Salt House for 2019 and 2015. Current and 1990 Census data has 2000 copyright.

©2011 Salt

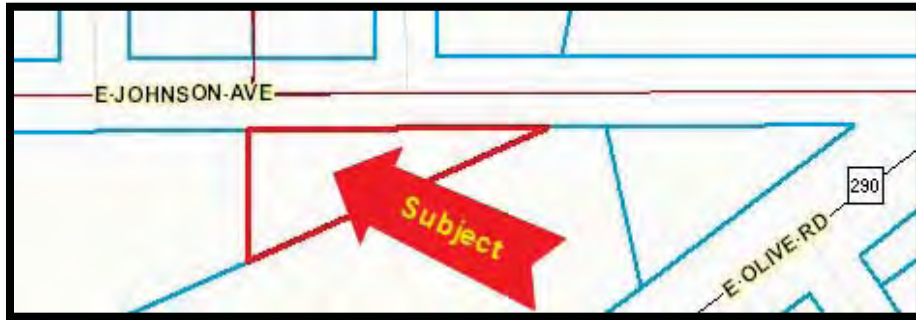
4/10/11

Page 3 of 3



.41 Acres on Johnson Avenue

PARCEL MAP PER ESCAMBIA COUNTY



AERIAL MAP PER ESCAMBIA COUNTY



.41 Acres on Johnson Avenue

SITE DESCRIPTION

Dimensions & Area – Per county records the site is 0.41 acres +/- . According to the Escambia County Property Appraiser’s Website, the subject site has 290’ of frontage along E. Johnson Avenue. See below for visual reference.



Shape – The shape of the subject site is irregular.

Easements – We were not provided with any documentation regarding any easements, as pertain to the subject overall site, which could have an effect on the value. The on-site inspection did not reveal any specific evidence of the presence of any easements that may affect the value in any way. However, if this is found to be untrue, this report and all value conclusions contained herein are considered void and subject to review.

Topography – Generally level at the road, crowns about midway and then drops off hillside.

Soil and Subsoil Conditions – According to the Escambia County Soil Survey, the subject property is composed of Soil Type 13. A brief summary as per the Escambia County Soil Survey follows for the reader’s visual review.



13. Mantachie-Fluvaquents-Bigbee

Level and nearly level, somewhat poorly drained, very poorly drained, and excessively drained soils that have a loamy surface layer and a loamy subsoil, that are stratified sandy and loamy throughout, or that are sandy throughout; on flood plains



.41 Acres on Johnson Avenue

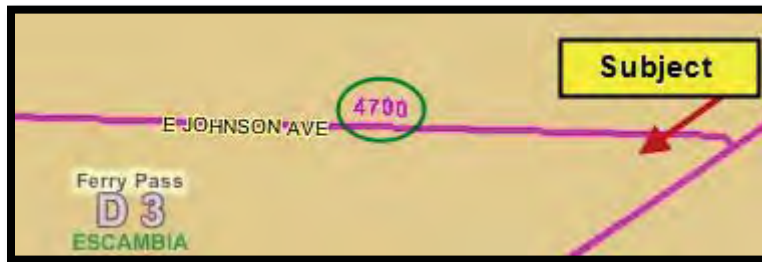
Utilities –Gulf Power provides electrical services. Water and sewer is provided by Emerald Coast Utility Authority.

Street Improvements:

E. Johnson Avenue is a two-way, two-lane roadway that traverses east and west.

Traffic Count:

According to the Florida Department of Transportation and the 2010 daily traffic report <http://www2.dot.state.fl.us/FloridaTrafficOnline/viewer.html> there is a traffic counter in the immediate area of the subject.



The closest traffic counter is located north of the subject property and indicates an average AADT of 4,700 cars per day along E. Johnson Avenue, more or less equally split between east and west bound traffic.

Site Improvements:

Cement drainage ditch is located at the rear of the property.

Location in Block:

The subject property is an interior parcel with approximately 290 feet +/- of frontage along E. Johnson Avenue.

Functional Adequacy:

Functional adequacy is average as the size and shape of the subject site appears to adequately support the existing improvements.

Relationship Surroundings:

The site is typical for the area being an irregular commercial/residential site with a total site area of around 0.41 acre +/-.

Environmental:

There was no environmental contamination readily apparent at the time of viewing the property; however, we are not experts in this field and review by a qualified professional is recommended prior to reliance upon this report.

Wetlands Delineation:

We were not furnished with information regarding the presence of any wetlands by a qualified inspector. There were no readily apparent areas of wetlands noted during property



.41 Acres on Johnson Avenue

observation. However, we are not experts in this field and review by a qualified professional is recommended prior to reliance upon this report.

Ingress/Egress (Access):

The subject property is accessed directly when traveling east via the subject street, E. Johnson Avenue. There is not a devoted turn lane when traveling west, but the subject property is just as accessible from that direction.



SUBJECT PHOTOS



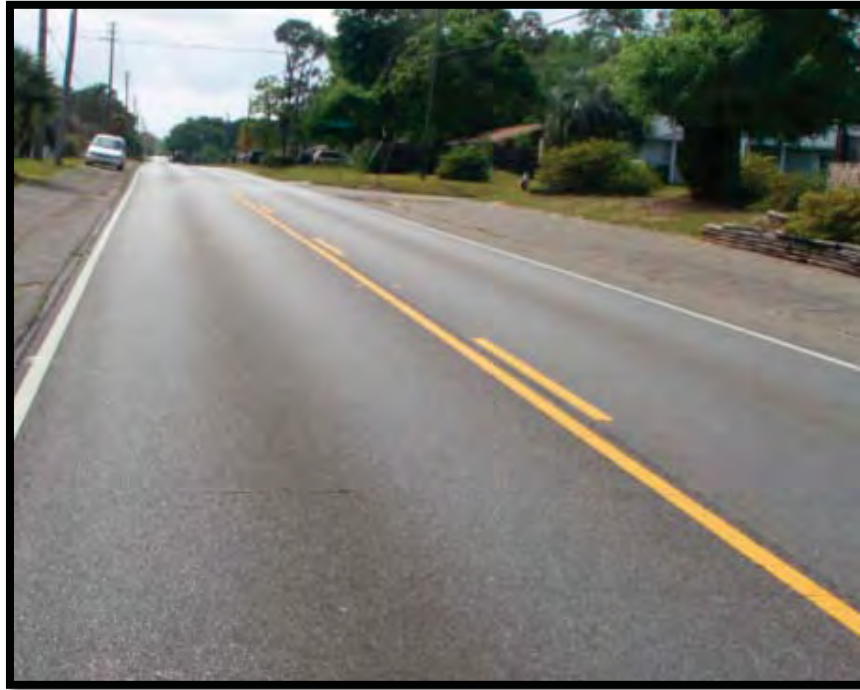
FRONT OF SUBJECT PROPERTY



DRAINAGE AT THE REAR OF THE PROPERTY



SUBJECT PHOTOS



JOHNSON AVENUE: WEST



JOHNSON AVENUE: EAST



.41 Acres on Johnson Avenue



VIEW ACROSS THE STREET FROM THE SUBJECT



HIGHEST AND BEST USE

Overview

Highest and Best Use is defined in the 13th edition of the Appraisal of Real Estate (Appraisal Institute, Chicago, 2008) as follows:

“The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.”

As evident by its definition, Highest and Best Use is a multiple step process that investigates the optimum use of a property by a variety of criteria. These factors have been considered in the following analysis.

AS VACANT

Physically Possible Uses

The subject property consists of 0.41 +/- acres which is mostly level and at street grade. However, the overall size and shape (triangular) could potentially limit the utilization of the subject property for residential development and/or a neighborhood commercial improvement to that of a very small footprint improvement, with limited on-site parking requirements.

Legally Permissible Uses

The property is zoned R-6: neighborhood commercial and residential district, (cumulative), high density. The neighborhood is dominated by residential development with some personal service and professional offices along the major roadway and residential subdivisions including apartments and multifamily housing located on interior streets. Permissible uses are somewhat plentiful including an allowance of up to 25 dwelling units per acre. However, the size and shape of the subject property limits feasibility of most legally permissible uses.

Financially Feasible

The test for financial feasibility as improved addresses what the market demands for properties similar to the subject property in its immediate area. Escambia County is going through a period of development expansion in the more outlying areas of the county, as the more core area of Pensacola has been built out. However, the current slow real estate and lease market is affecting areas such as the subject property. There is hope that the market will recover over the next few years, but currently extended marketing and exposure times are anticipated. The subject property is located near a relatively built up section of Olive Road. This roadway is a modestly appointed residential and commercial thoroughfare where there are steady traffic counts in the 10,500 AADT range. Due to the subject parcel's location, visibility and shape, the best utilization would be to “land bank” the site until the demand for a neighborhood commercial development increases, such that a small, neighborhood commercial oriented use, such as an ATM or dry cleaner drop of type use would be supported, based on the amount of traffic flow and exposure the subject site gets, based on the multiple road frontages.



Maximally Productive Use

Maximally productive utilization seeks to balance the legally allowable use with the level of demand for the most marketable use. The subject property is located within an area where there is predominantly small to medium sized commercial establishments and medium to high density residential. For this reason a neighborhood commercial building that could satisfy any of the commercial uses (outlined below) should be maximally productive. However, it is recognized that this may not be the ideal time for any development and that as an interim use the property should be “land banked” until the economic environment improves.

The following is a list of allowable uses under the subject property’s R-6, Neighborhood Commercial & Residential District (Cumulative) High Density per Escambia County and the grid below is an illustration of the potential uses for the subject property and the supporting reasoning for that conclusion.

Potential Use	Likelihood	Reasoning
Florist	Likely	Suitable Use
Personal Service Shop	Unlikely	Lack of Site Area
Multi-Family Development	Unlikely	Lack of Site Area
Worship Center	Unlikely	Lack of Site Area
Single-Family Detached Dwelling	Likely	Suitable Use
Convenience Store without Gasoline	Unlikely	Nearby Competition
Appliance Repair Shop	Likely	Suitable Use
Banks and financial institutions	Likely	ATM type only

Summary

Given the limited number of potential uses for the subject property due to its size, shape and visibility (or lack thereof), the most logical current use of the subject property is land banking, with a future extremely small footprint, neighborhood commercial development upon economic stabilization.



VALUATION METHODOLOGY

The Direct Sales Comparison, or Market, Approach involves direct comparisons of the subject property to similar properties that have sold in the marketplace in order to derive a market value indication for the subject property. The approach consists of steps in which the appraiser searches the market for sales, qualifies the sales prices and terms, compares the sales to the subject property for differences, adjusts the sales for those differences and formulates an opinion of value of the subject property from the indicated values (as adjusted) of the sales.

Typically, the appraiser reduces the comparable sale to a unit of comparison or units of comparison. These may be physical, such as dollars per square foot of area, or they may be economic, such as gross rent multiples. These units of comparison yield a pattern by which the appraiser can convert the subject property's similar unit to a value indication by the Sales Comparison Approach.

To be used as a valid indication of value, any comparable sale must qualify as bona fide and have similar characteristics to the subject property. When there is a sufficient amount of data, the indication of value via the Sales Comparison Approach is generally persuasive.

The Direct Sales Comparison approach to value will be utilized in order to form a final market opinion of value for the fee simple interest in the subject property.



DIRECT SALES COMPARISON APPROACH

This is an appraisal technique in which the market value estimate is based upon prices paid in actual market transactions and current listings. It is a process of correlation and analysis of similar recently sold properties. The reliability of this technique is dependent upon:

- a) The degree of comparability of each property with the property being appraised,
- b) The time of sale,
- c) The verification of sales data,
- d) The absence of unusual conditions affecting the sale.

A search has been made to develop sales information on properties comparable to the subject. The following is a discussion of those sales using physical (\$/Square Foot) methods of comparison. Research and analysis revealed three comparable sales for the subject property. Supporting documentation on these comparable sales is contained within the appraiser's files. These sales are representative of similar usage properties located in the subject's marketing area.



COMPARABLE 1



Property Identification

Property Type
Address

Improved R-5 Property
630 Winton
Pensacola, Florida

Location

Parcel Address

352S311000010087

Sales Data

Grantor
Grantee
Sale Date
Deed Book/Page
Property Rights
Conditions of Sale
Financing
Sales History (5yrs)
Instrument
Verification

Ora W Early
Harold R & Barbara E Daley
5/28/10
6609/0819
Fee Simple
Arm's Length
Cash
No sales in the past 5 years
Warranty Deed
MLS #382828, Public Records, Confirmed with
Charles Thomas, listing agent 850-712-5404

Sale Price

*\$42,000

Land Data

Zoning
Topography
Utilities
Shape
Landscaping
Flood Info

R-5, urban residential/limited office district
Basically Level
All public
Irregular
None
Zone "X"



.41 Acres on Johnson Avenue

Highest/Best Use
Improvements
Traffic Count

Commercial
1,274 home sold in "as is" condition
21,000 AADT

Land Size Information

Gross Land Size
Front Footage

0.33 acres or 14,375 SF
Corner Site 150' On Gulf Beach Hwy & 64' on
Winton Avenue

Indicators: (based on land size)

Sales Price/Gross Acre
Sales Price/SF

\$112,121/ Ac(\$37,000 net eff.sales price)
\$2.57(\$37,000 net eff. sales price)

Comments: This is a sale of an improved site on the corner of Gulf Beach Highway and Winton Avenue. It is an irregular shaped parcel, but a corner lot with good access and visibility. The property description on MLS indicates "...irregular lot with a 'as is' houses and detached garage." Charles Thomas, the seller's agent stated that the home was very simple in form and in need of modernization. Charles also confirmed the transaction was arm's length. He also believed the home was bought as a single family residence as public records suggests.

Source: Marshall Valuation Service, Section 66, Page 11, December 2011

BUILDING DEMOLITION			
(Cost range per square foot)			
Class A:	\$4.79 - \$7.05	Class D:	\$3.21 - \$4.95
Class B:	6.25 - 8.60	Class S:	2.90 - 4.79
Class C:	3.79 - 5.65	Gutting only:	6.65 - 20.80
Small residences, total cost (approximately 1,000 - 1,500 sq. ft. per floor):			
1-story:	\$3,225 - \$7,550	2-story:	\$4,300 - \$10,400
		3-story:	\$5,700 - \$12,500

Residence Demolition: 1,274 square feet = \$5,000



COMPARABLE 2



Property Identification

Property Type Improved R-6 Property
Address 10329 Chemstrand Road
Pensacola, Florida

Location

Parcel Address 081S301003004013

Sales Data

Grantor Compass Bank
Grantee Shelnut
Sale Date 11/4/11
Deed Book/Page Not recorded yet per ECPA's office
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash
Sales History (5yrs) \$210,000 on 11/16/07
Instrument Warranty Deed
Verification MLS #411720, Confirmed with Don Neal, listing agent 850-287-0871

Sale Price *\$61,600 (includes 10% auction premium)

Land Data

Zoning R-6, neighborhood commercial & residential
Topography Basically Level
Utilities All public
Shape Rectangular
Landscaping None
Flood Info Zone "X"
Highest/Best Use Commercial
Improvements Vacant 2,085 SF building



.41 Acres on Johnson Avenue

AADT 13,000

Land Size Information

Gross Land Size 0.41 acres or 17,860 SF
Front Footage Interior Site 100' on Chemstrand Road

Indicators: (based on land size)

Sales Price/Gross Acre \$134,988/ Ac for a \$55,345 sales price
Sales Price/SF **\$3.10/SF** for a \$55,345 sales price

Comments: This is an auction sale of an improved interior site with frontage on Chemstrand Road. It is basically rectangular in shape with average access and visibility. The listing agent, Donald Neal, confirmed the date of sale, sales price, and the 10% buyer's auction premium. Mr. Neal also indicated that there was personal property left behind by the previous owner and that the HVAC system and air handler had been taken from the property. Don added that he thought the new property owner was going to hold the property as an investment.

Source: Marshall Valuation Service, Section 66, Page 11, December 2011

BUILDING DEMOLITION			
(Cost range per square foot)			
Class A:	\$4.79 - \$7.05	Class D:	\$3.21 - \$4.95
Class B:	6.25 - 8.60	Class S:	2.90 - 4.79
Class C:	3.79 - 5.65	Gutting only:	6.65 - 20.80
Small residences: total cost (approximately 1,000 - 1,500 sq. ft. per floor):			
1-story:	\$3,225 - \$7,550	2-story:	\$4,300 - \$10,400
		3-story:	\$5,700 - \$12,500

Class S Building Demolition: 1,400 square feet x \$3.00 = \$4,200

Residence Demolition: 672 square feet = \$2,055

Total: \$6,255



COMPARABLE 3



Property Identification

Property Type R-4 w/ improvements
Address 2891 E. Johnson Avenue
Pensacola, Florida 32514

Location

Parcel Address 171S302100002001

Sales Data

Grantor Edward N Jernigan Jr.
Grantee Wesley T Chalk TR, David A Bush TR, Bush Living Trust

Sale Date 5/11/11
Deed Book/Page 6720/0006
Property Rights Fee Simple
Conditions of Sale Arm's Length
Financing Cash
Sales History (5yrs) None in the past 5 years
Instrument Warranty Deed
Verification Public Record, MLS #392633, REARS

Sale Price *\$69,500

Land Data

Zoning R-4, Multiple-Family District, Medium High Density
Topography Basically Level
Utilities All public



.41 Acres on Johnson Avenue

Shape	Rectangular
Landscaping	None
Flood Info	Zone "X"
Highest/Best Use	Commercial
Improvements	*1,056 SF House built in 1949 and two storage buildings
AADT	4,600 AADT
<u>Land Size Information</u>	
Gross Land Size	0.49 acres or 21,344 SF
Front Footage	112' on Johnson Ave. and 185' on Caminitti Lane
<u>Indicators: (based on land size)</u>	
Sales Price/Gross Acre	\$111,224/ Ac for a \$54,500 sales price
Gross Sales Price/SF	\$2.55/SF for a \$54,500 sales price

Comments:

Adrian Hammond, the listing agent, confirmed via telephone that this transaction was arm's length. He added that the house was being rented as a residence and the owners of the property were utilizing the storage buildings. *Given the fact that the improvements are in use and in the case of the house, generating income, a \$15,000 deduction has been applied.



.41 Acres on Johnson Avenue

Residential Land
MLS#: 406714m **Prop Type:** Land/Acreage **ListPrice:** \$65,500
Status: Active **Last Change:** 04/02/2012 **Date Listed:** 04/01/2011
Address: 136 E JOHNSON AVE **LotSize:** IRREG
 PENSACOLA, FL **Acreage:** 2.40
Zip: 32514 **AcrePrice:** \$27,292
County: ESCAMBIA **AprxSqft:**
MainArea: 02 North Central Pensacola **WFFeet:**
SubArea: 0202 East Ensley **RFFeet:** 548
Subdiv: NONE **FFPrice:**
ParcelID: 12-1S-305202-000-000 **NumLots:**
ElemSch: Middle: High:
Dir: From Palafox St East on Johnson Ave, cross RR track, about 3
 blocks on left
Legal: Lengthy in File



Zoned R-5 Sewer Available. Good road frontage. Light commercial allowed.

Agent Notes: Show and Sell ----> [Click here to report an inaccuracy on this listing](#) <----

TypeUse: Residential, Multi-Family, Commercial, Mobile Home	FarmRnch:
LotLoctn: Interior	MnrlRght:
AccsSurf: Paved, County Road	WaterFront:
Topogrph: Level, High/Dry	Water: Public Water
Imprvmts: Cleared, Storm Sewer, Curb/Gutter, Sidewalk	Sewer: Public Sewer
DvlpFcty:	Utilities:
Misc: Easements	Shoreline:
Gas:	Zoning: County
Electric:	

CountyZoning: R-5 URBAN RES/LIMITED OFC DST,HIGH DEN	SaleSubjtoLease:	AssignOfIntrst: N
SpecialSaleType: N/A		
LandLease/Year:	MgtAmtOffr:	SellTrmMgt:
1stMortAmt:	1stMtgMoPay:	Equity:
Assoc.FeesInclude:	IntrRate:	
CntngncyRsn:	1stMtgIncl:	
	Financing:	

LstOff: (AMSR01)CENTURY 21 AMERISOUTH REALTY	Cntct Ordr	Ph.Num	LstTyp: ERS LmtdServ? N
LstAgt: (2776)WILLIAM GAINNEY	Agent Cell Ph	850-712-0245	Agency: SngAgnt
Email: bill@billgainey.com	Office Phone	850-478-6800	Seller: MILLER/ANKUM
Co-Off:	Office Fax	850-478-6895	SellPh:
Co-Agt:			Showing: Vacant
BuyAgt: 2.5% TrnsBrk: 2.5% NonRep: 1\$			BnusTrms:
Dual/Var? N BonusAmt:			BnusExp:

--Information deemed reliable but not guaranteed--Copyright: 2012 by the Pensacola Association of Realtors, Inc.

Prepared by DANIEL GREEN of G. DANIEL GREEN & ASSOC. INC on 4/17/2012 10:33:18 AM

Comments: This active listing indicates a price of \$65,500 for 2.40 acres. This listing is located on the same road, but 5-6 miles west of the subject property. At list price this site equates to \$27,083 an acre or \$0.63/SF for a much larger parcel.



.41 Acres on Johnson Avenue

Residential Land

MLS#: 402113p **Prop Type:** Residential Lots
Status: Active **Last Change:** 01/03/2012
Address: 1714 BLACKWELL LN PENSACOLA, FL
Zip: 32514
County: ESCAMBIA
MainArea: 02 North Central Pensacola
SubArea: 0202 East Ensley
Subdiv: NONE
ParcelID: 181S304110000000
ElemSch: ENSLEY - 02 **Middle:** FERRY PASS - 02 **High:** PINE FOREST - 02
Dir: FROM DAVIS HIGHWAY GO WEST ON OLIVE ROAD THEN SOUTH ON WHITMIRE THEN EAST ON BLACKWELL. 1 BLK S OF OLIVE
Legal: BEG 330 FT S & 660 FT W OF NE COR OF LT 4 CONT W 90 FT FOR POB S 330 FT W 120 FT N 330 FT E 120 FT TO POB LESS S 15 FT FOR RD OR 6563 P 269

ListPrice: \$99,900
Date Listed: 01/10/2011
LotSize: 120X315
Acreage: 0.86
AcrePrice: \$116,163
AprxSqft:
WFFeet:
RFFeet:
FFPrice:
NumLots:

Click photo for more media and enlargements



CLOSE TO 1 ACRE ZONED R-5 CONVENIENT TO SHOPPING, SCHOOLS. GREAT INVESTMENT PROPERTY. THERE IS A LOT OF ACTIVITY IN THIS AREA. C-2 ZONING NEARBY. OWNER IS A LICENSED REAL ESTATE BROKER.

Agent Notes: OWNER WILL CONSIDER FINANCING WITH \$9,900.00 DOWN, REMAINING BALANCE OF \$90,000.00 WITH 10% INTEREST FOR 10 YEARS. P&I IS \$789.81 ----> Click here to report an inaccuracy on this listing <----

TypeUse:	FarmRch:
LotLoctn: Interior	MnrlRght: No Mineral Rights
AccsSurf: Paved	WaterFront: No Waterfront
Topogrph:	Water: Public Water
Imprvmts:	Sewer: Septic Tank
DvlpFcty:	Utilities: Electricity, Telephone, TV Cable
Misc:	Shoreline:
Gas:	Zoning: Res Multi
Electric:	

CountyZoning: R-5 URBAN RES/LIMITED OFC DST,HIGH DEN	SaleSubjtoLease:	AssignOfIntrst: N
SpecialSaleType: N/A	IntrRate:	SellTrmMgt:
LandLease/Year:	1stMtgIncl:	Equity:
1stMortAmt:	Financing: Owner, Conventional, Cash	
Assoc.FeesInclude:		
CntngncyRsn:		

LstOff: (GLEA01)ERIC GLEATON REALTY, INC	Cntct Ord:	Ph.Num	LstTyp: ERS LmtdServ? N
LstAgt: (674)ERIC GLEATON	Office Phone	850-477-5908	Agency: TranBrkr
Email: ericgleaton@ericgleaton.com	Office Fax	850-479-1902	Seller: IN FILE
Co-Off:	Agent Cell Ph		SellPh:
Co-Agt:	Agent Home Ph	850-477-5908	Showing: Vacant
BuyAgt: 4% TrnsBrk: 4% NonRep: 4%	Agent Toll Free	1-800-239-5908	BnusTrms:
Dual/Var? N BonusAmt:			BnusExp:

--Information deemed reliable but not guaranteed--Copyright: 2012 by the Pensacola Association of Realtors, Inc.

Prepared by DANIEL GREEN of G. DANIEL GREEN & ASSOC. INC on 4/19/2012 1:15:28 PM

Comments: This active listing indicates a price of \$99,900 for .86 acres. This listing is located on just west of N. Davis Highway, but is only 3 miles from the subject property. At list price this site equates to \$116,163 an acre or \$2.67/SF. This listing has been at this same asking price since 1/10/11.



Mixed Use Comparable Sales Map



.41 Acres on Johnson Avenue

SALES COMPARISON GRID							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	Johnson Ave.	630 Winton		10329 Chemstrand		2891 Johnson Ave.	
Community	Pensacola	Pensacola		Pensacola		Pensacola	
County	Escambia	Escambia		Escambia		Escambia	
Proximity to Subject	N/A	11.91 Miles SW		5.41 Miles NW		1.54 Miles W	
Sales Price	N/A	\$42,000		\$61,600		\$69,500	
Improvement Demo./Value			-\$5,000		-\$6,255	-\$15,000	
Net Sales Price		\$37,000		\$55,345		\$54,500	
Square Footage	17,860	14,375		17,860		21,344	
Sales Price/SF	N/A	\$2.57		\$3.10		\$2.55	
Property Rights	Fee Simple	Similar		Similar		Similar	
Adjusted Price/SF		0%	\$2.57	0%	\$3.10	0%	\$2.55
Financing							
Adjusted Price/SF		0%	\$2.57	0%	\$3.10	0%	\$2.55
Conditions of Sale				Auction: Buyer's Premium			
Adjusted Price/SF		0%	\$2.57	-10%	\$2.79	0%	\$2.55
Time/Market Adjustment	16-Apr-12	May-10		Nov-11		May-11	
Adjusted Price/SF		-13%	\$2.23	-2%	\$2.75	-7.0%	\$2.37
Total Adjusted Price/SF		\$2.23		\$2.75		\$2.37	
ADDITIONAL ADJUSTMENTS							
	SUBJECT	SALE 1		SALE 2		SALE 3	
	Johnson Ave.	630 Winton		10329 Chemstrand		2891 Johnson Ave.	
Total Adj. Sale Price/SF	N/A	\$2.23		\$2.75		\$2.37	
Location	Johnson Ave.	Gulf Beach	-10%	Chemstrand	-5%	Johnson	0%
Topography	Unlevel	Level	-5%	Level	-5%	Level	-5%
Zoning	R-6	R-5	5%	R-6	0%	R-4	10%
Road	290'	100' & 40'	5%	100' & 180'	0%	112' & 85'	5%
Gross Land Area (SF)	17,860	14,375	0%	17,860	0%	21,344	0%
Utilities	Available	Similar	0%	Similar	0%	Similar	0%
Shape	Irregular	Irregular	0%	Rectangular	-10%	Rectangular	-10%
Corner/Interior	Interior	Corner	-5%	Interior	0%	Corner	-5%
Total Net % Adj		-10%		-20%		-5%	
Total Adj Value/SF		\$2.01		\$2.20		\$2.26	
Total Gross % Adj.		43%		32%		42%	
Comparable Sale	Adjusted Indicator	% Applied	Weighted Indicator	Adjusted and Reconciled Unit Indicator		Subject Area (SF)	Indicated Market Value
Comparable Sale #1	\$2.01	25.0%	\$0.50	\$2.17		17859.6	\$38,821
Comparable Sale #2	\$2.20	35.0%	\$0.77			Rounded	<u>\$40,000</u>
Comparable Sale #3	\$2.26	40.0%	\$0.90				



.41 Acres on Johnson Avenue

Property Rights

To the best of our knowledge, all three comparable sales were of fee simple interest; and, therefore required no adjustment.

Financing

All three comparable sales were done on a “cash to seller” basis or at financing terms consistent with the current market and therefore required no adjustment.

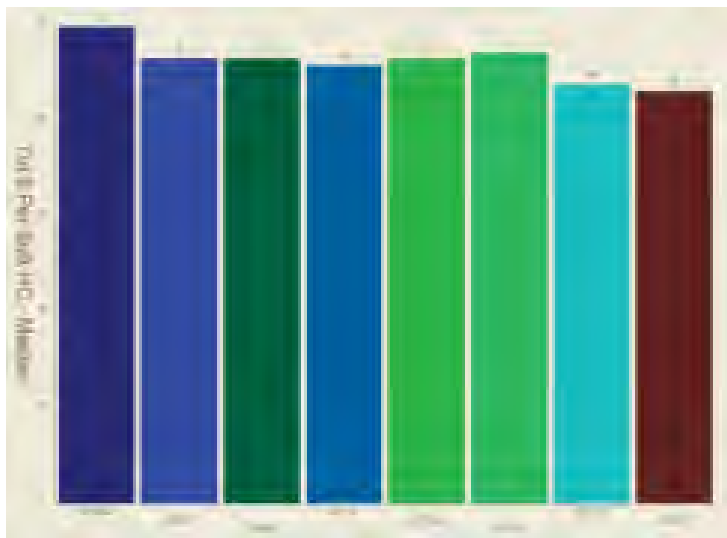
Conditions of Sale

All three sales were found to be “arm’s length” transactions. However, sale #2 occurred as an auction and the realtor confirmed there was a 10% buyer’s premium included in the \$61,600 sales price, so an adjustment of -10% has been applied to acquire the true market value of this comparable.

Time/Market Adjustments

A time/market adjustment is used to reflect the appreciation/depreciation of properties over time and normally is applied to comparable sales data that are a year or more. The adjustments applied are based on a time/market study of commercial properties in the general area that indicate an appreciation rate of a certain percentage per year. There have not been enough resale transactions involving properties similar to the subject in order to derive a reliable rate of appreciation/depreciation to apply to the comparable sales. Therefore, all real property transactions since 2nd quarter 2010 in Escambia County have been researched to derive some type of rate of appreciation/depreciation basis applicable to the subject comparables from a very general standpoint. We derived the adjustments by applying the quarter/year those sales transactions occurred, and subtracted the indicator from the current quarter/year. Then that number is divided by the indicator when the sales transaction occurred. In other words Sale 1 occurred in the 2nd quarter of 2010 with an indicator of 75. Currently the indicator is at 65. Therefore, $75 - 65 = 10$; $10 / 75 = -13\%$, which was applied in our grid. Subsequent to analysis of this graph, Sale 2 from 4th quarter 2011 required a -2% adjustment and Sale 3 from 2nd quarter 2011 was given a -7% adjustment.

*A graph of the REARS survey has been provided for the reader’s visual review.



.41 Acres on Johnson Avenue

Location

Location adjustments are applied for use, in this case commercial use, is quantifiable based on the number of issues such as traffic counts, convenience, parking, etc. The subject property has an average traffic count of 4,700. Sale 1 has a superior traffic count (along Gulf Beach Highway) of 21,000, a negative adjustment was applied. Sale 2 also has a superior traffic count (13,000), so a small negative adjustment was applied. Sale 3 had an identical traffic count so this sale needed no adjustment for location.

Topography:

The subject property exhibits unlevel topography; whereas, all three comparable properties have level topography. As a result, all three sales received a negative adjustment.

Zoning:

Zoning is considered significant due to the allowable development on a certain parcel. The subject property is zoned R-6. Sale 1 has a zoning classification of R-5, Sale 2: R-6 and Sale 3: R-4. These categories merited the following adjustments respectively: +5%, 0% and +10%.

Road Frontage:

The subject property has a total of 290 feet of frontage along Johnson Avenue. Comparable Sale 2 had a similar road frontage to parcel size ratio; therefore, no adjustment was applied. Sales 1 and 3 have inferior road frontage considering these parcel's sizes in relation to the subject's size/frontage ratio; so these sales received a nominal positive adjustment in this category.

Site Acreage:

Acreage adjustments are applied where great anomalies are apparent in the size of the comparable sales. The adjustments made here may seem analogous to the process, however, due to the laws of economy of scale, larger parcels of vacant commercial land will reflect a lower per unit value compared to smaller parcels even though the gross price of the piece may be greater. However, all three sales are of similar size, so no adjustments are applied.

Utilities:

All public utilities are available at or near the subject as well as all comparables. Therefore, no adjustments were necessary.

Shape:

The shape of a parcel is important for development purposes. The more rectangular a parcel is, the more a parcel can be utilized by a potential developer. The subject is triangular. Sales 2 and 3 are virtually rectangular in shape causing a negative adjustment; whereas, sale 1 is relatively similar in overall shape compared to the subject property, not requiring any significant adjustment.

Corner/Interior:

Corner parcels in the commercial market usually sell for more than interior parcels due to their improved visibility/access. The subject property is an interior parcel. Sales 2 is as well; therefore, no adjustment was applied. Sales 1 & 3 however, are corner parcels requiring some downward adjustment.



.41 Acres on Johnson Avenue

Reconciliation

The range of price per square foot values has been narrowed due to the adjustments to a range of unit indications of \$2.01, \$2.20, and \$2.26 per square foot. This indicates a range in value for the subject property between \$35,899 and \$40,364. The mathematical mean of the three values per square foot is \$2.16. All three comparable sales are considered the most comparable sales available at this time for the subject property. This is due to the lack of commercial land sales in the Pensacola and Escambia County area, particularly commercial parcels. However, the two listings lend extra support as they bracket the estimated value of the subject per square foot.

More weight was given to Sale 3 given it required the least amount of net adjustment and is the closest to the subject property (same street).

Final "As Is" Land Value for Parcel ID: 06-1S-29-1009-020-001

Subject Site Size(SF)	Reconciled Price/SF	Overall Value
17,860	\$2.17	\$38,756
Rounded to		\$40,000

\$40,000

FORTY THOUSAND DOLLARS

VALUE VIA THE DIRECT SALES COMPARISON APPROACH

APRIL 16, 2012



RECONCILIATION AND FINAL VALUE OPINION

The final reconciliation section discusses the respective value indications, analysis of the method used, and the strength of the data compiled for the technique utilized, and explains the reasoning behind identifying a single point of value.

The purpose and ultimate goal of the reconciliation is to form a meaningful, credible conclusion about the final opinion of value.

The Direct Sales Comparison Approach to value provided the following value indication:

Direct Sales Comparison Approach	\$40,000
---	-----------------

Direct Sales Comparison Approach

When an adequate amount of data is available, the sales comparison approach is the best valuation technique because it directly reflects buyers and sellers actions. In this analysis, all of the sales in the direct comparison grid are in the general area, are fairly recent, and all are reasonably similar for age, quality, and amenities. These sales were analyzed with a quantitative analysis and, after accounting for only relatively minor physical differences, price per SF range was reconciled that is consistent with the market. Given the overall similarity of these sales as compared to the appraised property, the direct sales comparison approach is considered a good indicator of value.

FINAL VALUE OPINION

The Direct Sales Comparison Approach lent good support to this indication of value. After reviewing the strengths and weaknesses of the data and valuation method applied, the final value opinion for the Fee Simple interest in the appraised property is reconciled to:

\$40,000
FORTY THOUSAND DOLLARS
"AS-IS" VALUE
Parcel ID: 06-1S-29-1009-020-001
FEE SIMPLE INTEREST
APRIL 16, 2012

MARKETING AND EXPOSURE TIME

Marketing and exposure time for this property should be average for the area which, according to the public records is.....

EIGHTEEN TO TWENTY FOUR MONTHS



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In addition to the included assumptions and limiting conditions, the following also apply:

1. *The client, Board of County Commissioners, Escambia County, FL, nor the current owner of the property furnished a boundary survey. All measurements and parcel sizes are based on the Escambia County Property Appraiser's records. Should this information be inaccurate, this appraisal and all value indications arrived at herein may be considered invalid and subject to review by the appraiser signing this report.*
2. *The appraisal does not address unforeseeable events that could alter the property improvement and/or market conditions reflected in the analysis.*
3. *The appraiser also reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of diligent investigation.*



Daniel Green, MAI SRA
State-Certified General Real Estate
Appraiser #RZ836



ASSUMPTIONS AND LIMITING CONDITIONS

1. The appraiser certifies that to the best of his knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also, that this appraisal has been made in conformity with the Professional Standards of the Appraisal Institute.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or



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other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety may not use it for any purpose.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.



QUALIFICATIONS OF APPRAISER

G. DANIEL GREEN, MAI, SRA

EDUCATIONAL BACKGROUND

Bachelor of Science in Business Administration (BSBA) degree earned - August 25, 1979, University of Florida, Gainesville, Florida. Majored in Real Estate and Urban Land Studies.

Successfully completed Course 101, Introduction to Appraising Real Property, Society of Real Estate Appraisers, University of Florida, June 1978.

Successfully completed Course 102, Applied Residential Property Valuation, Society of Real Estate Appraisers, University of Florida, November 1981.

Successfully completed Course I-A1, Real Estate Appraisal Principles, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-A2, Basic Valuation Procedures, American Institute of Real Estate Appraisers, Mobile, Alabama, September, 1983.

Successfully completed Course I-BA, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Cocoa, Florida, October, 1984.

Successfully completed Course I-BB, Capitalization Theory & Techniques, American Institute of Real Estate Appraisers, Austin, Texas, September, 1986.

Successfully completed Course 2-1, Case Studies in Real Estate Valuation, American Institute of Real Estate Appraisers, Athens, Georgia, March, 1987.

Successfully completed "Standards of Professional Practice", American Institute of Real Estate Appraisers, Destin, Florida, July 1987.

Attended "Important Changes in Federal Home Loan Bank Board Appraisal Standards", Mobile, Alabama, April, 1988.

Attended "FNMA Update", San Destin, Florida, November, 1988.

Attended "Professional Practice and the Society of Real Estate Appraisers," Ft. Walton Beach, Florida, May 1989.

Attended "Valuation and Evaluation of Proposed Projects", Ft. Walton Beach, Florida, August 1989.



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Successfully completed Course 2-2, Report Writing and Valuation Analysis, American Institute of Real Estate Appraisers, Tallahassee, Florida, August 1989.

Attended "Environmental Hazards, Florida State Standards of Professional Practice", Florida School of Real Estate, Ft. Walton Beach, Florida, September, 1992

Successfully completed "Standards of Professional Practice, Part B", Appraisal Institute, Crestview, Florida, September, 1992.

Successfully completed "Income Property Demonstration Report", Appraisal Institute, October, 1992.

Successfully completed "The Appraiser's Complete Review", Appraisal Institute, February, 1993.

Passed Comprehensive Examination for the MAI designation of The Appraisal Institute, February, 1993.

Received MAI designation, Appraisal Institute, April, 1993

Attended "Practical Approaches To Appraising Troubled Properties", Appraisal Institute, June, 1993.

Attended "Appraisal Regulations of the Federal Banking Agencies", Appraisal Institute, September, 1993.

Attended "Rates, Ratios, and Reasonableness", Appraisal Institute, September 1993.

Attended "Accrued Depreciation", Appraisal Institute, March, 1994.

Attended "USPAP Update Core Law for Appraisers", May, 1994.

Attended "Understanding Limited Appraisals and Reporting Options (General), Appraisal Institute, November, 1994

Attended "Core" Law for Appraisers, Appraisal Institute, February 1995.

Attended "Appraisers in Litigation", David Collins Real Estate Institute, November, 1996.

Attended "Environmental Risk and the R.E. Appraisal Pro", Appraisal Institute, August, 1996.

Attended "Residential Course", Appraisal Institute, May, 1997.

Attended "Standards of Professional Practice, Part A (USPAP), Appraisal Institute, June, 1997.

Attended "Standards of Professional Practice, Part B, Appraisal Institute, June and September, 1997.

Attended "USPAP Update/Florida Law", Appraisal Institute, October, 1998.



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Attended "The Good, The Bad, The Board", Appraisal Institute, November, 1999.

Attended "Partial Interest Valuation - Divided", Appraisal Institute, January, 2000.

Passed HUD & FHA Examination, January, 2000.

Attended "Analyzing Operating Expenses", Appraisal Institute, August, 2000.

Attended "USPAP & Law Update", Appraisal Institute, October, 2000.

Attended "Standards, Part. C", Appraisal Institute, January, 2002.

"Real Estate Fraud", Appraisal Institute, November, 2002.

"Florida State Law and USPAP Review for R. E. Appraisers, November, 2002.

Florida Continuing Education for Real Estate Professionals, 2001-2002 Online Course.

Appraisal Institute Online Course, "Valuation of Detrimental Conditions", January 2003.

Attended "Appraisal Review-Single Family Residential." Appraisal Institute, August, 2003.

Florida Continuing Education for Real Estate Professionals and Appraisal Institute, "Working with the Appraiser and Consumer", September 13, 2004.

Florida Continuing Education, "FL State Law for Real Estate Appraisers," November, 2004.

Florida Continuing Education, "400 National USPAP 7-hour update," Appraisal Institute, November 5, 2004.

Florida Continuing Education, "Introduction to Income Capitalization," Appraisal Institute, November, 2004.

Florida Continuing Education, "Feasibility Analysis Market Value and Investment timing: Introducing the Impact of Option Value," Appraisal Institute, September 2005.

Florida Continuing Education, "Rates & Ratios: Making Sense of GIM's, OAR's, and DCF's," Appraisal Institute, September 2005.



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Florida Continuing Education, "Florida Law Update," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education, "I400 National USPAP 7-hour Update Course," Northwest Florida Chapter of the Appraisal Institute, August 2006.

Florida Continuing Education for Real Estate Professionals, 2006 online course, Bert Rodgers Schools.

Appraisal Institute Online Course, "Online Analyzing Operating Expenses," November 20, 2006.

Appraisal Institute Course, "Rates and Ratios," Las Vegas, NV July 16, 2007

Appraisal Institute Course, "The Real Estate Economy - What's in Store for 2008" July 17, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation" December 26, 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

Appraisal Institute Course, "Small Hotel/Motel Valuation," December, 26 2007

Appraisal Institute Course, "Business Practices and Ethics," December 24, 2007

McKissock, "Florida Supervisor/Trainee Roles and Relationships," September 23, 2008

McKissock, "Florida Appraisal Laws and Regulations," September 24, 2008

Appraisal Institute Course, "USPAP," November 12, 2008

Florida Continuing Education, "Florida Law/Rules Roles and Responsibilities Site Valuation and Cost Approach," 25-hours Real Estate Education Specialists, August 27, 2009

Appraisal Institute Course, "Analyzing the Effects of Environmental Contamination on Real Property," September 9, 2010

McKissock, "Florida Supervisor / Trainee Roles and Relationships," October 3, 2010

McKissock, "Florida Appraisal Laws and Regulations," October 3, 2010

Appraisal Institute Course, "The Lending World in Crisis - What Clients Need Their Appraisers to Know Today," May 13, 2011



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WORK EXPERIENCE

Real Estate Salesman - The House of Real Estate, Incorporated, Gulf Breeze, Florida, 1977.

Real Estate Appraisal - G. Pratt Martin and Associates, Incorporated, Pensacola, Florida, 1978.

Real Estate Appraisal - F. Earle Adkinson and Associates, Incorporated, Pensacola, Florida 1978-1979 Promotion to Vice-President November, 1981.

Real Estate Appraisal - Partner - Presley, Hufford & Green, Realtors, Pensacola, Florida, established June 1, 1982.

Real Estate Appraisal - Secretary/Treasurer and Co-owner - The Hufford-Green Company, Pensacola, Florida, established August 1985.

Real Estate Appraisal - President, Sole owner - G. Daniel Green and Associates, Inc., Gulf Breeze, Florida, established December, 1988.

ASSOCIATION MEMBERSHIPS

SRA designation, Appraisal Institute
MAI designation, Appraisal Institute
FHA approved
1990 Vice President - Chapter 215, Society of Real Estate Appraisers
Chairman, 1996, Standards Review Committee
NW Florida Chapter, Appraisal Institute - President 2011

PROFESSIONAL AFFILIATIONS

Licensed Real Estate Broker, Florida Real Estate Commission
Member - Pensacola Association of Realtors
Northwest Florida Homebuilders Assoc.
1994-1995 HBA Land Use Committees
1994-1995 HBA Growth Management Committees
1995 Adhoc Committee, Santa Rosa Island Authority, Santa Rosa Island Ordinances 1996 Chairman, Santa Rosa Island, Commercial Lease Extension Committee
Pensacola Chamber of Commerce
United States Chamber of Commerce
Florida Chamber of Commerce
Gulf Breeze Chamber of Commerce
SERTOMA
Escambia County Marine Recreation Committee
2004 ADHOL Committee
Santa Rosa Island Authority: Commercial Lease Extension Committee
Managing Committee Member Zone Data Systems



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Some of the clients that I have had the pleasure to complete appraisal reports for are:

Coastal Bank and Trust
Pen Air Federal Credit Union
People's First Community Bank
Bank of America
First National Bank of Florida
1st American Bank
Compass Bank

SunTrust Bank
SunTrust Mortgage
Hancock Bank
PGP Valuation (FDIC)
Federal Marshall
City of Pensacola
Navy Federal Credit Union

First Union National Bank Relocation Companies

First South Bank
Regions Mortgage
Regions Bank
Local Attorneys and Private Developers
Gulf Breeze Chamber of Commerce
Vision Bank
City of Pensacola
RBC Bank
Synovus Bank
BBVA Compass Bank

Wachovia Bank, N.A.
Compass Bank
Adams Homes of NW FL
GMAC Mortgage
United Bank
Escambia County
Doral Bank
Wells Fargo Bank
Harvesters Credit Union
Alostar Bank

PROFESSIONAL EXPERIENCE

I entered the field of Real Estate in the summer of 1977. My experience in property marketing initiated interest in the appraisal area. Since 1978, I have devoted my time to the study of real estate appraisal, combined with practical experience. This experience has included proposed and existing appraisals of single and multifamily residences, fast-food restaurants, retail establishments, office buildings, hotels, motels, churches, industrial warehousing, night clubs, acreage, subdivisions developments and specialized properties.

I have been qualified as an expert witness in Federal Court.

I have been qualified as an expert witness in Escambia County Circuit Court.

I have been qualified as an expert witness in Santa Rosa County Circuit Court.



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PROFESSIONAL REFERENCES

Regions Realty Services
215 Forrest St.
Hattiesburg, MS 39401
Tom Kennedy
(850)444-1000

Synovus
400 Garden Street
Pensacola, FL 32502
Ms. Jamie Brazell
(850)475-3013

Summit Bank, NA
P.O. Box 13523
Pensacola, FL 32591
Ms. Patti Clark
(850)433-5350

Adams Homes
3000 Gulf Breeze Pkwy.
Gulf Breeze, FL 32563
Mr. Wayne Adams, President
(850)934-0470

Beach Community Bank
17 SE Eglin Parkway
Ft. Walton Beach, FL 32549
Mr. Tony Hughes, President
(850)244-9900

Gulf Coast Community Bank
40 N. Palafox Street
Pensacola, Florida 32502
Mr. Buzz Ritchie, President
(850)434-9300



ADDENDA





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

Public Works Department
3363 West Park Place
Pensacola, FL 32505
(850) 595-3440
(850) 595-3444
www.myescambia.com

Date: 03/27/2012

Appraiser: G. Daniel Green & Associates, Inc.

Property to be Appraised: Johnson Avenue

Parcel ID: 06-1S-29-1009-020-001

Date of Market Value: Date of Inspection

Interest to be Appraised: Fee Simple

Report Type: Summary Narrative

Fee (Including all Expenses): \$1,500.00

Escambia County Contact Person: Judy Cantrell or Larry Goodwin

Contact For Property Access: Donald Brantley Phone: 934-4383 or 712-2825

Required Completion Date: 04/23/2012 Report Delivery: Hard Copy | Electronic

Dear Appraiser:

Escambia County hereby requests your services in providing a Summary Appraisal on the above referenced real estate, including all applicable valuation approaches. Regulations require the appraisal to be signed by the Appraiser to whom the engagement letter is addressed.

The purpose of the appraisal is to estimate the Market Value of the interest in the above-captioned real estate. Regulations and guidelines require an "as is" value consisting of "the current market value of the property in its actual physical condition and subject to the zoning in effect as of the date of the appraisal (a current date of value)."

The intended user/client is Escambia County and/or it's affiliates with an intended use for acquiring the parcel of property for drainage improvements.

Under the Gramm-Leach-Bliley Act, all provided information concerning the subject property and borrower, as well as the opinions and results of the appraisal, are confidential and cannot be distributed/ discussed with any other user/client without prior written approval from Escambia County. You are authorized to commence with the appraisal upon acceptance of this engagement letter and its prompt return to the Bank within the specified time as noted in this letter agreement. The above referenced, agreed upon appraisal fee is a gross fee, inclusive of all expenses, and will be paid as specified in this letter agreement. In order to comply with federal regulations, the appraisal is required to conform to the following minimum standards:

1) Compliance:

a. The Appraisal must conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) and all of the related USPAP Supplemental Standards;

i. And the appraisal guidelines and requirements pursuant to FIRREA;

ii. And for members of the Appraisal Institute the Code of Professional Ethics and Standards of Professional Appraisal Practice will apply and must be stated in the appraisal summary report.

b. The Appraiser and this Appraisal must conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 for all residential appraisals.



.41 Acres on Johnson Avenue

2) Format: Your appraisal(s) must be in writing and contain sufficient information and analysis to support the value. According to the OCC 2006-27 revisions to the USPAP, Scope of Work (SOW) Appraiser must determine an appropriate Scope of Work that should be performed to produce "credible assignment results".

3) Site Inspection: The subject property is to be physically inspected thoroughly both interior and exterior by the appraiser, unless otherwise directed by client in writing.

4) Deductions: The Appraisal must analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold units;

5) Market Value: Your opinion must be based on market value. "Market Value" as defined by par 323.2 (g) of FDIC Rules and Regulations means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

6) Certified Appraiser: The Appraisal must be performed and signed by an appraiser certified in the state where the property is located, state certified general appraiser for commercial properties or when applicable for residential properties a state certified residential real estate appraiser.

Deliver to: Escambia County

Please note that neither your engagement to make this appraisal (or any future appraisals for this client) nor any compensation therefore are contingent upon the reporting of a predetermined value, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event. Please show your agreement and understanding of this engagement letter with your signature in the space provided below and return (via U.S. Mail, Facsimile, or attachment to email) at your earliest convenience. Any questions regarding this engagement letter or concerns arising during the valuation of the subject property should be directed to the undersigned. Thank you for your consideration and service.

Sincerely,

Escambia County

Accepted Appraiser: *Daniel Green* By *TJH* Date: 4.2.12
State Certified General Appraiser # _____ (Commercial Properties)
State Certified Real Estate Appraiser # _____ (Residential Properties)



FROM:		INVOICE																													
G. Daniel Green & Associates 103 Baybridge Drive Gulf Breeze, FL 32561 Telephone Number: 850-934-1797 ext: 101 Fax Number: 850-932-8579		<table border="1"> <thead> <tr> <th colspan="2">INVOICE NUMBER</th> </tr> </thead> <tbody> <tr> <td colspan="2">12032764</td> </tr> <tr> <th colspan="2">DATES</th> </tr> <tr> <td>Invoice Date:</td> <td>4/19/12</td> </tr> <tr> <td>Due Date:</td> <td></td> </tr> <tr> <th colspan="2">REFERENCE</th> </tr> <tr> <td>Internal Order #:</td> <td>12032764</td> </tr> <tr> <td>Lender Case #:</td> <td></td> </tr> <tr> <td>Client File #:</td> <td></td> </tr> <tr> <td>FHA/VA Case #:</td> <td></td> </tr> <tr> <td>Main File # on form:</td> <td></td> </tr> <tr> <td>Other File # on form:</td> <td></td> </tr> <tr> <td>Federal Tax ID:</td> <td>09-2919932</td> </tr> <tr> <td>Employer ID:</td> <td></td> </tr> </tbody> </table>		INVOICE NUMBER		12032764		DATES		Invoice Date:	4/19/12	Due Date:		REFERENCE		Internal Order #:	12032764	Lender Case #:		Client File #:		FHA/VA Case #:		Main File # on form:		Other File # on form:		Federal Tax ID:	09-2919932	Employer ID:	
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Federal Tax ID:	09-2919932																														
Employer ID:																															
TO: Escambia County 3363 W. Park Place Pensacola, FL 32505 E-Mail: JCCANTRE@co.escambia.fl.us Telephone Number: (850) 695-3421 Fax Number: Alternate Number:																															
DESCRIPTION																															
Lender: Escambia County		Client: Escambia County																													
Purchaser/Borrower: Johnson Ave																															
Property Address: Johnson Ave																															
City: Pensacola																															
County: Escambia																															
State: FL Zip: 32514																															
Legal Description:																															
FEES		AMOUNT																													
		1,500.00																													
SUBTOTAL		1,500.00																													
PAYMENTS		AMOUNT																													
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Check #:	Date:	Description:																													
SUBTOTAL																															
TOTAL DUE		\$ 1,500.00																													





BRANTLEY PROPERTY @ OLIVE AND CODY



2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
LWG 10/15/12 DISTRICT 5

-  BRANTLEY PROPERTY TOTAL 3.0 ACRES / COUNTY APPRAISAL = \$137,000
-  APPROX 1.0 ACRE OWNER WANTS TO KEEP / OWNERS OFFER FOR REMAINDER = \$200,000

BRANTLEY PROPERTY @ OLIVE AND JOHNSON

2009 AERIAL PHOTOS



ESCAMBIA COUNTY PUBLIC
WORKS DEPARTMENT
LWG 04/15/11 DISTRICT 5



**BRANTLEY PROPERTY / APPROX. 0.41 ACRES / APPRAISAL = \$40,000 /
OWNER OFFER = \$50,000**



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4837

County Attorney's Report 13. 1.

BCC Regular Meeting

Action

Meeting Date: 09/05/2013

Issue: Escambia County, FL v. GFD Construction, Inc. and Anthony J. Green, Sr.
(Case No. 2011 CA 001778)

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Escambia County, FL v. GFD Construction, Inc. and Anthony J. Green, Sr.* (Case No. 2011 CA 001778).

That the Board authorize the County Attorney's Office to:

A. File a Motion for Order to Show Cause Why Defendants Should Not Be Held in Contempt for Violating the Injunction of December 14, 2011 and to request any other appropriate relief to ensure compliance; and

B. File a Petition for Injunctive Relief against any successors in interest to the subject property, if necessary.

BACKGROUND:

On September 22, 2011, Escambia County filed a Complaint for Temporary and Permanent Injunctive Relief against GFD Construction, Inc. and Anthony Green, Sr. Prior to a scheduled circuit court hearing, the parties agreed to the issuance of an Order of Temporary Injunction (attached as backup to this recommendation). The order enjoined GFD Construction and Mr. Green from disposing, storing, or processing construction and demolition debris or land-clearing debris on three contiguous parcels (the Blossom Trail Facility) without necessary Escambia County permits.

On August 19, 2013, Escambia County representatives met with investigators from the Escambia County Sheriff's Office, the Florida Department of Environmental Protection, and the Florida Fish and Wildlife Conservation Commission. These agencies presented evidence that GFD Construction and Mr. Green had resumed unpermitted activity at the Blossom Trail Facility. Accordingly, the County Attorney's Office is requesting authorization to file a motion to enforce the injunction and to seek other appropriate sanctions, including a finding of contempt. Furthermore, GFD Construction and Mr. Green may have transferred ownership of some of the parcels constituting the Blossom Trail Facility since entry of the injunction. The County Attorney's Office is therefore also asking for permission to file a petition for injunctive relief against any of the current owners who may be engaging in unpermitted activity or violating other County codes and ordinances.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, the County Attorney's Office will coordinate with Solid Waste Management and Code Enforcement to implement the above action.

Attachments

Order of Temporary Injunction

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

ESCAMBIA COUNTY, a political
Subdivision of the State of Florida,

Plaintiff(s),

v.

Case No.: 2011 CA 001778
Division: C

GFD CONSTRUCTION, INC. and
ANTHONY J. GREEN, SR.,

Defendant(s).

ORDER OF TEMPORARY INJUNCTION

UPON CONSIDERATION of Plaintiff, Escambia County, Florida's request for temporary injunctive relief and the parties to this matter having agreed to the entry of the Order of Temporary Injunction, the Court finds that:

1. Defendant, GFD Construction, Inc. (GFD) is the record owner of real property more particularly described in Exhibit A which is attached and incorporated by reference.
2. Defendant, Anthony J. Green, Sr. (Green) is a natural person residing in Escambia County and is the registered agent, officer, and managing director of GFD Construction, Inc.
3. GFD owns three parcels of contiguous real property in Escambia County as reflected in Exhibit A, covering a total of 57.59 acres which shall be referred to as the Blossom Trail Facility. GFD and Green have engaged in commercial and industrial activities at the Blossom Trail Facility and have in the past used portions of the facility for disposing or storing different types of waste material, including construction and demolition debris (C&DD) and land clearing debris (LCD).

4. The County has in place a permitting scheme contained in Sections 82-228 and 82-236 of the Escambia County Code of Ordinances which requires C&DD and LCD landfill operators to apply for and be granted a permit to conduct the activities described above.

5. Neither GFD nor Green have active and valid permits granted by the Florida Department of Environmental Protection (FDEP) to accept, dispose and store C&DD at the Blossom Trail Facility.

6. Pursuant to Sections 82-228 and 82-236, Code of Ordinances, GFD and Green are required to obtain from Escambia County a C&DD or LCD permit before either or both may store, dispose or process C&DD or LCD materials at the Blossom Trail Facility. County's requirement to obtain permits to dispose, store or process C&DD or LCD materials is an additional permitting requirement over and above what FDEP requires. In addition, Escambia County Ordinance Section 82-225(i) more broadly defines C&DD materials to include what FDEP defines as "clean debris" and "clean wood" pursuant to F.A.C. 62-701.200(15) and (16).

7. The parties agree that the definition of C&DD contained in Section 82-225(i) controls as far as complying with permitting requirements contained in Sections 82-228 and 82-236, Code of Ordinances.

ACCORDINGLY, IT IS HEREBY ORDERED AND ADJUDGED based upon the above findings-of-fact and the agreement of the parties that:

A. Defendants, GFD Construction, Inc. and Anthony J. Green, Sr., are hereby enjoined from conducting any activities subject to Escambia County ordinances,

in particular Sections 82-228 and 82-236 of the Escambia County Code of Ordinances, which consists in whole or in part of disposing, storing, or processing C&DD and LCD until such time as the permits required by the foregoing ordinances are granted to Defendants.

B. Escambia County, through its employees and agents, shall have reasonable access to inspect, observe and photograph the Blossom Trail Facility as more particularly described in Exhibit A to verify that any activities taking place at Blossom Trail Facility are permitted activities in compliance with County Ordinances.

C. The Court reserves jurisdiction to enforce this temporary injunction through its powers of contempt upon notice and hearing.

D. The Court reserves jurisdiction to determine whether a final judgment of permanent injunction should be entered with taxable costs and to determine such other and further relief as the Court deems just and proper.

DONE AND ORDERED this 14th day of December, 2011.

LINDA L. NOBLES
Hon. Linda Nobles, Circuit Judge

Conformed copies to:
Charles V. Pepler, Esq.
Kenneth L. Williams, Esq.

EXHIBIT A

Return To: Anthony J. Green

Address: 8777 Ashland Avenue
Pensacola FL 32534

This Instrument Prepared by: Anthony J. Green
Address: above

Property Appraisers Parcel Identification (Folio) Number(s): A portion of 41-19-30-2000-000-001 & All of 41-19-30-2000-000-008

WARRANTY DEED

[Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.]

This Indenture, Made this 19 day of OCT, A.D. 2009, Between Anthony J. Green & Anthony J. Green, III & Gregory B. Green of the County of Escambia, in the State of Florida, parties of the first part, and GFD Construction Inc. of the County of Escambia, in the State of Florida, whose address is 8777 Ashland Avenue Pensacola FL 32534 parties of the second part.

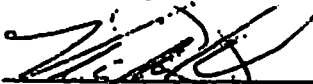

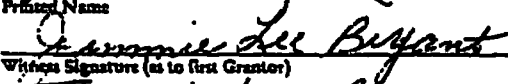
Witnesseth, That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, their heirs and assigns forever, the following described land, situate, lying, and being in the County of Escambia, State of Florida, to-wit:

See Exhibit A, attached.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

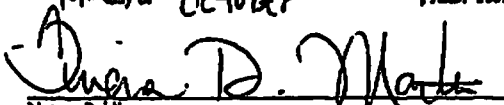
	
Witness Signature (as to first grantor)	Anthony J. Green
<u>Victor Johnson</u>	<u>Anthony J Green Sr</u>
Printed Name	Printed Name
	<u>470 E. Emory St</u>
Witness Signature (as to first Grantor)	Post Office Address
<u>Simonie Lee Bryant</u>	
Printed Name	

STATE OF Florida)
COUNTY OF Escambia)
Anthony J Green

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the following form of identification of the _____ and that an oath (was/was not) taken.

Witness my hand and official seal in the County and State last aforesaid this 19 day of October, A.D. 2009.


Notary Public



Signed, sealed and delivered in the presence of:

Jimmie Lee Bryant
Witness Signature (as to second Grantor)
Jimmie Lee Bryant
Printed Name
[Signature]
Witness Signature (as to second Grantor)
Victor M Johnson
Printed Name

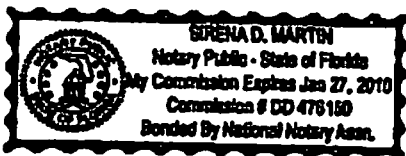
Anthony J. Green, III
Anthony J. Green, III
Anthony J. Green II
Printed Name
8804 Sunnyboy Ln
Post Office Address

STATE OF Florida)
COUNTY OF Escambia)
Anthony J Green II

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the following form of identification of the personally and that an oath (was)(was not) taken.

Witness my hand and official seal in the County and State last aforesaid this 19th day of October, A.D. 2009.



Sirena D. Martin
Notary Public

Signed, sealed and delivered in the presence of:

Jimmie Lee Bryant
Witness Signature (as to third Grantor)
Jimmie Lee Bryant
Printed Name
[Signature]
Witness Signature (as to third Grantor)
Victor M Johnson
Printed Name

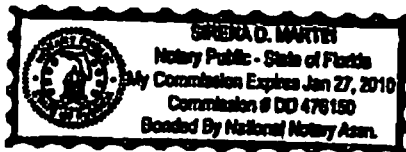
Gregory B Green
Gregory B. Green
Gregory B Green
Printed Name
303 Macowar Circle
Post Office Address

STATE OF Florida)
COUNTY OF Escambia)
Gregory B Green

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the following form of identification of the personally knew and that an oath (was)(was not) taken.

Witness my hand and official seal in the County and State last aforesaid this 19th day of October, A.D. 2009.



Sirena D. Martin
Notary Public

EXHIBIT A

Commence at the northeast corner of Government lot 5, Section 41, Township 1 South, Range 30 West, Escambia County, Florida; thence go south 90°00'00" west along the north line of Government lot 5 for 1328.60 feet to the southeast corner of Government lot 2 for the Point of Beginning; thence go south 00°06'41" east along the southerly projection of the east line of Government lot 2 for 723.87 feet to the south line of Government lot 5, thence go south 79°12'41" west along the south line of lot 5 for 266.80 feet to the centerline of a creek; thence go along the centerline of said creek the following courses: (N 43°57'39" W for 196.47 feet; N 59°18'53" W for 265.50 feet; N 00°18'05" W for 145.38 feet; N 25°54'17" W for 142.94 feet; N 87°41'58" W for 131.22 feet; N 36°24'30" E for 95.05 feet; N 29°19'50" W for 60.12 feet; N 54°29'48" W for 88.35 feet; N 61°44'58" W for 98.88 feet) to the north line of Government lot 5; thence go north 08°07'48" west for 35.36 feet; thence go south 90°00'00" west for 409.00 feet to the west line of Government lot 2; thence go north 00°01'46" west along the west line of Government lot 2 for 821.45 feet; thence go south 89°58'14" East for 420.00 feet; thence go north 00°01'46" east for 105.40 feet; thence south 89°58'48" east for 936.24 feet to the east line of Government lot 2; thence go south 00°06'41" east along the east line of Government lot 2 for 961.15 feet to the point of beginning.

All lying in Section 41, Township 1 South, Range 30 West, Escambia County, Florida, and containing 39.41 acres more or less.

This Instrument Prepared By:
Anthony J. Green
8777 Ashland Avenue
Pensacola, FL 32534

STATE OF FLORIDA

COUNTY OF ESCAMBIA

PARCEL IDENTIFICATION NO.:40-1S-30-2001-012-010

CORPORATE QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 17 day of Aug, 2010, from Green's Fill Dirt Inc., a Florida corporation, as Grantor, to GFD Construction Inc., a Florida corporation, whose mailing address is 8777 Ashland Avenue, Pensacola, FL 32534, as Grantee.

WITNESSETH

That the said Grantor, for and in consideration of the sum of \$1.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commencing at the SW corner of Government Lot 2, Section 40, T1S, R30 W., Escambia County, Florida thence run N. 79° E along South line Of said Lot 2 for 247.24 feet to POB, thence run N. 1° 41' W parallel to West line of said Lot 2 for 150 feet thence run N 88° 34' E for 50.0 feet thence run S. 1° 41' E to a point on South line of said Lot 2 thence run S. 79° W. along said South line to POB being the West 50.0 feet of that parcel as described in OR Book 897 Pg 916.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day

RECORDED & INDEXED

and year first above written.

Signed, sealed and delivered
in the presence of:

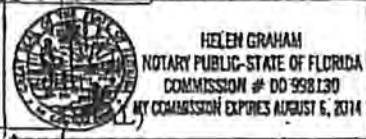
(1) [Signature]
Printed Name: K. Jay Conley
(2) [Signature]
Printed Name: Helen G. Graham

Grantor:
Green's Fill Dirt, Inc.
[Signature]
Title: President
[Signature]
Anthony J. Green, Sr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of August, 2010
by Anthony J. Green, Sr., President of Green's Fill Dirt Inc., on behalf of the corporation. He is
personally known to me, produced current (Florida/other) DL # G650010502910 drivers
license as identification and who did/did not take an oath.

[Signature]
Printed name: Helen G. Graham
Notary Public - State of Florida
My commission expires: 8/6/14
Commission number: DD 998130



This Instrument Prepared By:
Anthony J. Green
8777 Ashland Avenue
Pensacola, FL 32534

STATE OF FLORIDA

COUNTY OF ESCAMBIA

PARCEL IDENTIFICATION NO.:40-1S-30-2001-010-010

CORPORATE QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 8 day of Aug, 2010, from Green's Fill Dirt Inc., a Florida corporation, as Grantor, to GFD Construction Inc., a Florida corporation, whose mailing address is 8777 Ashland Avenue, Pensacola, FL 32534, as Grantee.

WITNESSETH

That the said Grantor, for and in consideration of the sum of \$1.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Begin at the Southwest corner of Lot 2, Section 40, Township 1 South, Range 30 West, thence run North 79° East parallel with the South line of Section 40, a distance of 447.24 feet to Point of Beginning of this description; thence run North 1° 41' West with the West line of said Lot 150 feet; thence North 88° 34' East 150 feet; thence South 1° 26' East 150 feet to the South line of said Lot 2, thence run South 79° West 150 feet to Point of Beginning of this description.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day

and year first above written.

Signed, sealed and delivered
in the presence of:

RECORDED AS RECEIVED

(1) K. Faye Conley
Printed Name: K. Faye Conley
(2) H. L. Heath
Printed Name: Helen Graham

Grantor:
Green's Fill Dirt, Inc.
[Signature]
Title: President
[Signature]
Anthony J. Green, Sr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of August, 2010
by Anthony J. Green, Sr., President of Green's Fill Dirt Inc., on behalf of the corporation. He is
~~personally known to me~~, produced current (Florida/other DL # G65UD105D3910) drivers
license as identification and who did/did not take an oath.

[Signature]
Printed name: Helen G. Graham
Notary Public - State of Florida
My commission expires: 8/6/14
Commission number: 115995130



HELEN GRAHAM
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION # 00 998130
MY COMMISSION EXPIRES AUGUST 6, 2014



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-4862

County Attorney's Report 13. 2.

BCC Regular Meeting

Action

Meeting Date: 09/05/2013

Issue: Settlement of a Workers' Compensation Claim Involving Ellis McGlothren

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of a Workers' Compensation Claim Involving Ellis McGlothren

That the Board approve a washout workers' compensation settlement in the amount of \$240,000.00, inclusive of attorney's fees and costs. An excess workers' compensation insurance carrier shall reimburse Escambia County for 100% of this settlement cost.

BACKGROUND:

Ellis McGlothren was a heavy equipment operator with the Escambia County Solid Waste Department. On July 28, 1992, Mr. McGlothren was operating a bulldozer when a wooden pallet fell across the blade of the bulldozer. As he pushed the pallet off the bulldozer, it struck him across his left forearm and hand. He suffered a forearm contusion. He also suffered Kienböck's disease. In addition, he had a left shoulder strain and degenerative disc disease as well as left elbow medial epicondylitis and cubital tunnel syndrome. He was placed at maximum medical improvement in November 2001. Thereafter, the claimant continued conservative treatment.

In 2002, the County administratively accepted Mr. McGlothren as permanently and totally disabled. The present value of future permanent total disability benefits exceeds \$400,000.00 and the projected future medical costs are estimated at approximately \$45,000.00. Through an attorney for its third-party adjuster, the County has negotiated a proposed washout settlement in the amount of \$240,000.00, inclusive of all attorney's fees and costs. Because this claim has exceeded the County's self-insured retention, Mid-West, the excess carrier for this claim, shall reimburse the County for 100% of the settlement value.

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-4874

County Attorney's Report 13. 3.

BCC Regular Meeting

Action

Meeting Date: 09/05/2013

Issue: Settlement of Workers' Compensation Claim – Patricia Kelley-Hammond

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Settlement of Workers' Compensation Claim – Patricia Kelley-Hammond

That the Board approve a washout workers' compensation settlement for former employee Patricia Kelley-Hammond in the amount of \$527,109.50, inclusive of attorney's fees and costs. This settlement fully resolves claims based on two separate dates of accident. Excess workers compensation carriers shall reimburse Escambia County for \$355,112.35 of this settlement amount.

BACKGROUND:

This settlement resolves claims based on two dates of accident. The first accident occurred on May 9, 1998 when Ms. Kelley-Hammond twisted her right knee while getting out of an ambulance. The second accident occurred on July 31, 2004 when Ms. Kelley-Hammond tripped and fell over a stretcher while transporting a patient, sustaining injuries to her right shoulder and back as a result. As a result of these compensable injuries and related impairments, the County has accepted Ms. Kelley-Hammond as being permanently and totally disabled. For both claims, the County has paid a total of \$189,352.51 for medical benefits and a total of \$259,071.59 for indemnity benefits. If these claims are not settled, future medical benefits are estimated to be approximately \$500,000.00. Future indemnity benefits, discounted at 4%, are estimated at \$641,360.83.

To secure substantial savings over the life of both claims, an attorney for the County's third-party adjuster recommends this washout settlement. Excess workers compensation carriers (Midwest and Meadowbrook) have approved the settlement, and the Center for Medicare Services has approved Medicare set-asides as required by federal law. Because the County will exceed its self-insured retention limit for each claim, the excess carriers shall reimburse the County for portions of this settlement. Excess carrier Midwest will provide 100.0% reimbursement for the 1998 claim in the amount of \$278,144.60. Excess carrier Meadowbrook shall provide \$76,967.75 in reimbursement for the 2004 claim.

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:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-4795

County Attorney's Report 13. 1.

BCC Regular Meeting

Information

Meeting Date: 09/05/2013

Issue: Town of Repton, AL, et al. v. Conecuh County Commission, et al. (Case No. 21-CV-2011-900033.00, Conecuh County, AL Circuit Court)

From: Charles Pepler, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Town of Repton, AL, et al. v. Conecuh County Commission, et al.* (Case No. 21-CV-900033.00, Conecuh County, AL Circuit Court).

That the Board accept the following informational report concerning *Town of Repton, AL, et al. v. Conecuh County Commission, et al.* (Case No. 21-CV-900033.00, Conecuh County, AL Circuit Court).

BACKGROUND:

On August 6, 2013, Judge Smithart granted the summary judgment motions of the Town of Repton, Escambia County, FL, Town of Century and Escambia Soil and Water Conservation District and entered a final judgment in favor of all plaintiffs and intervenors. As a result, the judgment prevents the construction of a regional landfill in Conecuh County, Alabama which would have accepted solid waste from over twenty states. Conecuh Woods, LLC proposed and applied for a permit to construct the landfill and was the only defendant to oppose the motions. It is not known whether Conecuh Woods, LLC will appeal the final judgment. Under the Alabama Rules of Civil Procedure, Conecuh Woods, LLC has 30 days to file an appeal.

At its February 17, 2011 meeting, this Board adopted a resolution opposing the proposed Conecuh Woods Landfill which was delivered to various Alabama officials and the Conecuh County Commission. The proposed 5,100 acre landfill would have included a 1,600 acre "disposal cell" to be located near the Big Escambia Creek. Big Escambia Creek flows southward into Escambia County, Alabama through Flomaton and drains through the North Escambia swamp in the Escambia River which flows through our county.

The Conecuh County Commission approved the application of Conecuh Woods, LLC for the landfill in March 2011. Upon the approval of the application, the Town of Repton and its Mayor, Terri Carter, filed suit against the Conecuh County Commission and Conecuh Woods, LLC seeking a declaratory judgment that the approval of the application was arbitrary and capricious and in violation of applicable state law. The Town also pursued a petition of writ of certiorari asserting that the Commission failed to ensure adequate public opportunity to comment on the proposed landfill and sought an injunction blocking the construction of the proposed landfill. On June 16, 2011, the Board approved the intervention of Escambia County, Florida into the

litigation.

The Town of Repton and the Mayor and their attorneys, Balch and Bingham, requested not only Escambia County, Florida to participate in the litigation but several other Alabama local governments. Eventually, the cities of Atmore, Brewton, Flomaton and Orange Beach and the County of Escambia in Alabama joined in the lawsuit. From Florida, the Town of Century and Escambia Soil and Water Conservation District became intervenors. The Board also approved the County Attorney's Office to represent the Town of Century and the Escambia Soil and Water Conservation District without requiring payment of attorneys' fees as the County Attorney's Office was required to retain local counsel to make an appearance in the Alabama courts.

The County Attorney's Office wishes to express its sincere thanks for the advice and services of lead plaintiffs' counsel, Balch and Bingham, and of local counsel, Hand Arendall, LLC, in particular, attorneys Hodge Alves and Wes Hunter and paralegal Cindy McCarthy for achieving this successful result. They deserve this Board's congratulations as well.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A
