

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. VERBAL REACTION OR APPLAUSE IS NOT APPROPRIATE.

**PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED**

AGENDA

Board of County Commissioners  
Regular Meeting – May 5, 2011 – 5:30 p.m.  
Governmental Complex – First Floor

1. Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

2. Invocation – Commissioner Young.
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 proclaiming May 2011 as "Celebrate Escambia Waterways Month" in Escambia County; and

B. The Proclamation proclaiming the week of May 1-7, 2011, as "Family Values Week" in Escambia County.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following six Proclamations:

A. The Proclamation commending and congratulating Robert J. Boschen, Emergency Communications Division Manager, Public Safety Department, on his retirement after 24 years of service;

B. The Proclamation commending and congratulating Ralph J. Bohannon, Road Prison Superintendent, Corrections Department, on his retirement after 14 years of service;

C. The Proclamation commending and congratulating Lilly M. Dennis, Senior Office Support Assistant, County Administration, on her retirement after 6 years of service;

D. The Proclamation commending and congratulating James L. King, Inspections Supervisor, Development Services Department, on his retirement after 17 years of service;

E. The Proclamation commending and congratulating Judith S. Lewis, Senior Office Support Assistant, Development Services Department, on her retirement after 24 years of service; and

F. The Proclamation commending and congratulating Anthony P. Moultrie, Lead Fleet Maintenance Technician, Public Works Department, on his retirement after 30 years of service.

8. Written Communication:

A. April 5, 2011, communication from Mattie Brown requesting that the Board forgive a Code Enforcement Lien against property located at 12 Pleasant Avenue; and

B. April 25, 2011, email communication from Susan Degraaf concerning payment of the fines relative to a Code Enforcement Lien against property located at 7501 Jamesville Road.

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

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

10. 5:31 p.m. Public Hearing for Consideration of Adopting a Resolution Designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas.

Recommendation: That the Board take the following action concerning designating the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas:

A. Adopt a Resolution of the Board of County Commissioners of Escambia County, Florida, designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas within Escambia County, for the purpose of economic development and environmental rehabilitation; authorizing the Community Redevelopment Agency Division Manager to notify the Department of Environmental Protection of said designation; and providing for an effective date; and

B. Authorize the Chairman to execute the Resolution.

11. 5:32 p.m. Public Hearing Concerning the Renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board authorize the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste, Account Number 343402]

12. Reports:

**Clerk & Comptroller's Report**

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

I. Consent

1. Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department

That the Board accept, for filing with the Board's Minutes, the following Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date April 29, 2011, in the amount of \$1,865,554.78; and

B. The following two Disbursements of Funds:

(1) April 14, 2011, to April 20, 2011, in the amount of \$2,288,691.35; and

(2) April 21, 2011, to April 27, 2011, in the amount of \$3,844,871.70.

2. Recommendation Concerning Write-Off Accounts Receivable

That the Board adopt the Resolution authorizing the write-off of \$93,767.50 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

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

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

A. The original DEP Agreement No. G0275, Amendment No. 1, as executed by the Chairman on March 17, 2011, based on the Board's November 5, 2009, approval of Agreement No. G0275, for the Bayou Chico/Jones Creek Stormwater Retrofit Project; and

B. The original DEP Agreement No. G0281, Amendment No. 1, as executed by the Chairman on March 17, 2011, based on the Board's January 7, 2010, approval of Agreement No. G0281, for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project.

4. Recommendation Concerning Minutes and Reports

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

A. Approve the Minutes of the Regular Board Meeting held April 21, 2011;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 21, 2011; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 12, 2011.

## Growth Management Report

### I. Public Hearing

#### 1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on April 11, 2011

That the Board take the following action concerning the rezoning cases heard by the Planning Board on April 11, 2011:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-06 and Z-2011-07 or remand the case(s) 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(s) that were reviewed.

##### **1. Case No.: Z-2011-06**

Location: 1836 E. Olive Rd, 1832 E. Olive Rd, 8240 Whitmire Dr,  
1716 E. Olive Rd and two properties along Whitmire Drive

Property 18-1S-30-3304-000-000

Reference No.: 18-1S-30-3305-000-000

18-1S-30-3204-000-001

18-1S-30-3304-000-001

18-1S-30-3309-000-004

18-1S-30-3204-000-002

Property Size: 46.63 (+/-) acres

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

To: C-1, Retail Commercial District (cumulative) (25 du/acre)

FLU Category: MU-U, Mixed Use-Urban

Commissioner 5

District:

Requested by: Bobby B. Price, Agent for  
Olive Baptist Church and Ministry Village at Olive, Inc.,  
Owners

Planning Board Approval

Recommendation:

Speakers: Bobby B. Price, Agent

##### **2. Case No.: Z-2011-07**

Location: 30 Block & 35 Mason Lane

Property Portions of 47-1S-30-1101-030-004 &

Reference No.: 47-1S-30-1101-008-001

Property Size: 3.56 (+/-) acres  
From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre) & C-1, Retail Commercial District (cumulative) (25 du/acre)  
To: ID-CP, Commerce Park District (cumulative)(no residential uses allowed)  
FLU Category: MU-U, Mixed Use-Urban  
CRA/Overlay: Palafox CRA & Brownsfield Overlay  
Commissioner District: 3  
Requested by: Wiley C. "Buddy" Page, Agent for Mabel M. Kirkland, Life Estate; Darron and Cynthia Cunningham, Owners  
Planning Board Recommendation: Approval  
Speakers: Wiley C. "Buddy" Page, Agent  
Kenneth Boswell, Jr  
Kenneth Boswell, Sr  
Vernon Donaldson  
Cynthia Cunningham  
Derron Cunningham  
Zenova Hahn

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 cases heard by the Planning Board on April 11, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. Recommendation Concerning LDC Ordinance - Articles 3,6 & 7 "Outdoor Storage"

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 3 "Definitions," to define "outdoor sales" and redefine "outdoor storage"; amending Article 6 "Zoning Districts," to create Section 6.04.18 to add tables for outdoor storage categories and outdoor standards and amending Sections 6.05.14 and 6.05.16 to establish the zoning districts where outdoor sales are permitted; and amending Article 7 "Performance Standards" to clarify screening for outdoor storage.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

II. Action Item

1. Recommendation Concerning the Final Plat for Home Depot Park

That the Board approve the recording of the Final Plat of Home Depot Park, (a 23.33 acre private 5 lot commercial subdivision), located in the Brent Community on North Davis Highway and lying north of Brent Lane, (State Road 296). Owned and developed by Home Depot Park, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Department 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.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

**Thursday June 2, 2011**

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 May 9, 2011.

**Case No.:**                    **Z-2011-08**  
Location:                     310 E Johnson Ave  
Property Reference   12-1S-30-6106-004-001  
No.:  
Property Size:             .38 (+/-) acres  
From:                         R-5, Urban Residential/Limited Office District, (cumulative)  
                                   High Density (20 du/acre)  
To:                             C-1, Retail Commercial District (cumulative) (25du/acre)  
FLU Category:            MU-U, Mixed -Use Urban  
Commissioner             5  
District  
Requested by:             Robert Payne, Agent for G. M. and Louise Jernigan,  
                                   Owners

**Case No.:**                    **Z-2011-09**  
Location:                     3411 John St  
Property Reference   16-2S-30-1001-330-004  
No.:  
Property Size:             .31



From: R-4, Multi-Family District, (cumulative) Medium High  
Density

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

FLU Category: MU-U, Mixed-Use Urban

Commissioner District 3

Requested by: Tanaya Rosa, Agent for Keith L. Davis, Owner

## County Administrator's Report

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Gracie Parker, Business Representative, Plumbers & Steamfitters Local Union #366, to the Workforce Escarosa, Inc., Board of Directors, as a labor representative for a three-year term, with the term of appointment to be effective May 5, 2011, through May 4, 2014.

2. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department for property that is described and listed on the Disposition Form, with Department and reason for disposition stated.

3. Recommendation Concerning a 5:32 p.m., Public Hearing Request for the Siguenza Cove Canal Maintenance MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing for the establishment of a dredging and maintenance Municipal Services Benefit Unit (MSBU) on May 19, 2011, at 5:32 p.m., to consider adoption of an Ordinance creating the Siguenza Cove Canal Maintenance MSBU.

4. Recommendation Concerning Abolishment of the Fire Hydrant Committee - Charles R. "Randy" Oliver, County Administrator

That the Board accept for filing with the Board's Minutes, the letter dated February 28, 2011, from Stephen E. Sorrell, Executive Director, Emerald Coast Utilities Authority (ECUA), concerning abolishment of the Fire Hydrant Committee by the ECUA Board, in its meeting of February 24, 2011.

5. Recommendation Concerning Reduction of a Vacant Division Manager Position and Abolishment of an Urban Planner I Position in the Development Services Department for an Annual Savings of \$80,232 - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the reduction of a vacant Division Manager position to a Senior Urban Planner. The duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department. The Senior Urban Planner Position is vacant and will be recruited internally and externally.

The reduction of the vacant Division Manager position and the abolishment of the Urban Planner I position will be a total annual savings of \$80,232.

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #184 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #184, Economic Development Fund (102) in the amount of \$1,426,645, to recognize an adjustment in the transfer amount from the General Fund (001), and to appropriate these funds for economic development initiatives in Escambia County.

2. Recommendation Concerning Supplemental Budget Amendment #187 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #187, CDBG Fund (129) and General Fund (001) in the amount of \$1,277,196, to recognize funds from the U.S. Department of Housing and Urban Development (HUD) and to appropriate these funds for the Neighborhood Stabilization Program 3 (NSP3).

3. Recommendation Concerning Supplemental Budget Amendment #188 – Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Transportation Trust Fund (175) in the amount of \$7,952, to recognize insurance proceeds received for damages to County property in three separate accidents, and to appropriate these funds back to the Transportation and Traffic Division and Fleet Maintenance.

4. Recommendation Concerning Supplemental Budget Amendment #190 – Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #190, Other Grants and Projects Fund (110) in the amount of \$83,949, to recognize proceeds from three State of Florida Division of Emergency Management (FDEM) Grant Agreements and to appropriate these funds for the Domestic Security Grant, Community Emergency Response Team activities, and the Citizen Corps Project.

5. Recommendation Concerning Supplemental Budget Amendment #191 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #191, Other Grants and Projects Fund (110) in the amount of \$71,128, to recognize prior year funds from three Grants that were not rolled over into this year's Budget, and to appropriate these funds into the correct Cost Centers.

6. Recommendation Concerning Supplemental Budget Amendment #195 - BP Settlement Monies/District 4 Projects - Amy Lovoy, Management & Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #195, Local Option Sales Tax III (352) in the amount of \$509,928, recognizing the settlement proceeds from BP for lost revenues associated with the Gulf oil spill and appropriating these funds for certain projects in District 4 and into reserves.

7. Recommendation Concerning the Renewal of Solid Waste Container Service Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board renew the Solid Waste Container Service Contract, PD 07-08.040, with Titan Waste Service with no price increase for the period June 01, 2011, through May 31, 2012, for a period of twelve calendar months effective June 1, 2011, through May 31, 2012, based upon a request of the Contract Administrator, in accordance with the terms and conditions of the current Contract.

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54301, \$100,000; Fund 501, Employee Health Clinic, Cost Center 140609, Object Code 54301, \$700]

8. Recommendation Concerning Bartow Avenue Area Drainage - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.034, Bartow Avenue Area Drainage, to Brown Construction of NWF, Inc., for a total amount of \$909,804.77.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 10EN0078]

9. Recommendation Concerning Various Road Pricing Materials Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.028, Various Road Materials Pricing Agreement, to the following firms; APAC Mid-South, Inc.; Panhandle Grading & Paving, Inc.; and Roads, Inc., of NWF, for a total amount of \$1,000,000.

[Funding: Fund 175, Transportation Trust, Cost Center 210402, Object Code 55301, \$250,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208, \$500,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 09EN0388, \$250,000]

10. Recommendation Concerning Contract Award for PD 10-11.027, Design Services - Escambia County Sheriff's Office Warrington Precinct Building - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract with Allowances for Design Services – Escambia County Sheriff's Office Warrington Precinct Building, PD 10-11.027, to Caldwell Associates Architects, Inc., in the amount of \$136,437, with allowances of \$38,000, for a total of \$174,437.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Project Number, 10SH0663]

11. Recommendation Concerning the Purchase of Two Pickup Trucks and Two SUVs for Public Safety - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #10-18-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-44, Board Approval, and award Purchase Orders to Allan Jay Ford Lincoln Mercury, Inc., for one Ford F-150 pickup truck and one Ford F-350 pickup truck, with all their specified options, in the amount of \$68,135, and to Garber Chevrolet Buick GMC Truck, Inc., for two Chevrolet Tahoe SUVs, with their specified options, in the amount of \$67,180.

[Funding: Fund 352, LOST III, Cost Center 330228, Object Code 56401, Project Code 08FS0018, \$134,580; Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, \$735]

12. Recommendation Concerning Contract Award PD 10-11.035, Wedgewood Community Center - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract PD 10-11.035, to construct the new Wedgewood Community Center, for the lump sum base bid, with additive alternates 1, 2 and 3, for a total of \$2,260,300, to Hewes and Company, LLC.

[Funding: Fund 351, Lost II, Cost Center 110224, Object Code 56201]

13. Recommendation Concerning a Change Order to Purchase Order 110421 to Howell's Truck & Giant Tire Service, Inc., for Tires and Repairs to Fire Apparatus - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover tire purchases/repairs for fire apparatus through the end of the current Fiscal Year:

Department:	Public Safety	
Division:	Fire Services	
Type:	Addition	
Amount:	\$15,000	
Vendor:	Howell's Truck & Giant Tire Service, Inc.	
Project Name:	N/A	
Contract:	N/A	
PO#	110421	
Original Award Amount:		\$30,000
Cumulative Amount of Change Orders thru CO #2		\$34,000
New P.O. Amount		\$64,000

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54601]

14. Recommendation Concerning Issuance of a Purchase Order to Alabama & Gulf Coast Railway, for Annual Railroad Crossing Maintenance - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Alabama & Gulf Coast Railway, for Fiscal Year 2010-2011 (for the period October 1, 2010, to September 30, 2011) Annual Railroad Crossing Maintenance, in the amount of \$51,409.

The Transportation and Traffic Operations Division has an annual requirement to reimburse Alabama & Gulf Coast Railway for 50% of the costs for the annual railroad crossing maintenance. Since the amount is over \$50,000, Board approval is required.

[Funding: Fund 175, Transportation Trust Fund, Account 270201/54601 and Account 110303/54601]

15. Recommendation Concerning Issuance of a Purchase Order to Roads, Inc., of NWF, on Contract PD 10-11.028, Various Road Materials Pricing Agreement Fiscal Year 2010-2011 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, in an amount not-to-exceed \$400,000, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011", to provide hot mix asphalt to Escambia County, for use in the Hot-In-Place Recycling Program.

[Funding Source: Fund 352, LOST III, Account 210107/56301, Project #08EN0208]

16. Recommendation Concerning Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment Insurance (PD 06-07.096) - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the renewal of PD 06-07.096, to First Florida Insurance Brokers to provide Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment Insurance, not to exceed the amount of \$1,621,322, for the period of June 1, 2011, through June 1, 2012.

[Funding: Fund 501 (Internal Service), Cost Center 140835, Object Code 54501]

17. Recommendation Concerning Workers' Compensation Audit Additional Premium - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning an additional premium required as a result of the Workers' Compensation Audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$96,480, for the additional premium for audit period October 1, 2009, through September 30, 2010; and

B. Authorize the issuance of a Purchase Order, in the amount of \$96,480.

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



18. Recommendation Concerning the Participation Agreement between BA Merchant Services, LLC, and Bank of America, N.A., and Escambia County by and on Behalf of Community Corrections, a Division of the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Participation Agreement between BA Merchant Services, LLC, an Ohio limited liability corporation and Bank of America, N.A., (hereinafter referred to collectively as "Contractor") and Escambia County, a political subdivision of the State of Florida, by and behalf of its Community Corrections, a Division of the Corrections Department, (hereinafter referred to as "County") to enable Community Corrections, a Division of the Corrections Department, to accept Visa, MasterCard, and debit card payments from its customers. A minimal monthly transaction fee, based upon volume of customer usage, is available in Cost Center 290301, Misdemeanor Probation.

A. Approve the Agreement to establish the mechanism for electronic payments to Community Corrections for all fees charged by that Division; and

B. Authorize the Chairman to sign the Agreement.

19. Recommendation Concerning the Interlocal Agreement with Santa Rosa Island Authority (SRIA) Relating to Transportation Services on Pensacola Beach for Summer 2011 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement with Santa Rosa Island Authority (SRIA), relating to transportation services on Pensacola Beach via Escambia County Area Transit (ECAT) trolleys, from May 26, 2011, through August 23, 2011, with SRIA reimbursing the County for all operating costs.

20. Recommendation Concerning Route Modifications for Escambia County Area Transit (ECAT) Bus Route 62, Service Development Project on Perdido Key - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the route modifications to the Escambia County Area Transit (ECAT) Bus Route 62, Service Development Project, providing mass transit service to and from Perdido Key for 2011, adjusting the route's path and timing from 2010, with the intent of increasing ridership via ease of connection with major routes. The proposed modified service will run on summer weekends from 11:00 a.m., to 11:00 p.m., linking up with major ECAT Routes 55, 57, 58, and 59. The route's path has been adjusted to make it a more direct path along Gulf Beach Highway and Sorrento Road. This express service will allow citizens and tourists to travel from Perdido Key to Downtown Pensacola, where transfers can be made to Cordova Mall, Naval Air Station Pensacola, or Pensacola Beach. If the ridership is not increased to generate 10% fare-box recovery, the route will be eliminated at the end of the season.

### III. For Discussion

1. Recommendation Concerning Approval of a Resolution Regarding Financing by Santa Rosa County on Behalf of United Cerebral Palsy of Northwest Florida, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt and authorize the Chairman to sign the Resolution (i) approving an Interlocal Agreement with Santa Rosa County, Florida, as issuer of obligations on behalf of the United Cerebral Palsy of Northwest Florida, Inc., (the "Financing"), (ii) approving the issuance of bonds or lease financing by Santa Rosa County for financing the Escambia Project, as defined herein, and (iii) authorizing other action in connection with the Financing.

## **County Attorney's Report**

### I. For Action

1. Recommendation Concerning a Resolution Regarding Transferring Fee Simple Title to Pensacola Beach Leaseholders

That the Board approve the attached Resolution concerning the transfer of fee simple title to Pensacola Beach leaseholders.

2. Recommendation that the Board authorize the County Attorney's Office to pursue reimbursement from its outside workers' compensation counsel

That the Board authorize the County Attorney's Office to pursue reimbursement from its outside workers' compensation counsel for failing to adequately secure the County's interest in receiving proceeds from the state's Special Disability Trust Fund, to include settlement discussions and the filing of a civil claim in circuit court.

### II. For Discussion

1. Recommendation Concerning (A) Amending the Board's Discipline Policy, Section II, Part C.2; (B) Clarifying that Resolution R2006-232 is in effect; (C) Authorizing Addendum to Job Description numbers 912, 913 and 915

That the Board take the following action:

A. Amend its Discipline Policy, Section ii, Part C.2 to allow Code Enforcement Officers to carry concealed weapons only if certain conditions are met (copy attached); and

B. Clarify that Resolution R2006-232 is in effect (copy attached); and

C. Authorize Addendum to Job Description numbers 912, 913 and 915 (copy attached).

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



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-765**

**Proclamations Item #: 6.**

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011

**Issue:** Adoption of Proclamations

**From:** Charles R. (Randy) Oliver

**Organization:** County Administrator's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation proclaiming May 2011 as "Celebrate Escambia Waterways Month" in Escambia County; and

B. The Proclamation proclaiming the week of May 1-7, 2011, as "Family Values Week" in Escambia County.

**BACKGROUND:**

Various bureaus, 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:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Proclamations

**PROCLAMATION**

**WHEREAS**, Escambia County enjoys 1,025 square miles of marine and estuarine waters, 1,724 miles of freshwater rivers and streams and 3,928 miles of shorelines along these waterways; and

**WHEREAS**, seafood harvested from local waterways provides residents and visitors with delicious and healthy foods; and

**WHEREAS**, Escambia County waterways support maritime traffic, providing an integral component for access to goods, commodities and energy; and

**WHEREAS**, numerous water-related activities, including boating, fishing, diving, swimming, surfing, and other watersports immeasurably enhance Escambia County's economy and quality of life.

**NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims May 2011 as

**"CELEBRATE ESCAMBIA WATERWAYS MONTH"**

in Escambia County, in celebration of Escambia County's waterways and to emphasize the importance of local waterways to Escambia County's economy and quality of life.

**BE IT FURTHER PROCLAIMED**, that the Board encourages each citizen to engage in at least one water-dependent activity each week during the month of May and throughout the year.

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

---

Kevin W. White, Chairman  
District Five

Wilson B. Robertson, Vice Chairman,  
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

**ATTEST:**      **Ernie Lee Magaha**  
                  **Clerk of the Circuit Court**

---

Deputy Clerk

Adopted: May 5, 2011

## **PROCLAMATION**

**WHEREAS**, the Supreme Council 33<sup>o</sup>, Ancient and Accepted Scottish Rite of Freemasonry, Southern Jurisdiction, USA, adopted a new, year-round, family development program; and

**WHEREAS**, the program focuses on the basic values of love, kindness, and respect for the benefit of youth and adult family members; and

**WHEREAS**, there are over 15,000 Masons in the surrounding area who promote the message of toleration, dignity, and progress; and

**WHEREAS**, the Masons contribute their services to numerous charitable organizations throughout the year; and

**WHEREAS**, the Scottish Rite Masons, Valley of Pensacola, are sponsoring a celebration of family values during the first week of May 2011.

**THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the week of May 1-7, 2011, as

### **“FAMILY VALUES WEEK”**

in Escambia County and honors and commends the Scottish Rite Masons, Valley of Pensacola, for their leadership, dedication and service to the community.

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

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Kevin W. White, Chairman  
District Five

Wilson B. Robertson, Vice Chairman  
District One

Gene M. Valentino, District Two

Marie Young, District Three

Grover C. Robinson, IV, District Four

**ATTEST:**     **Ernie Lee Magaha**  
                  **Clerk of the Circuit Court**

---

Deputy Clerk

Adopted: May 5, 2011





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-739**

**Proclamations Item #: 7.**

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011

**Issue:** Adoption of Proclamations

**From:** Ron Sorrells

**Organization:** Human Resources

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Retirement Proclamations.

**Recommendation:** That the Board adopt the following six Proclamations:

- A. The Proclamation commending and congratulating Robert J. Boschen, Emergency Communications Division Manager, Public Safety Department, on his retirement after 24 years of service;
- B. The Proclamation commending and congratulating Ralph J. Bohannon, Road Prison Superintendent, Corrections Department, on his retirement after 14 years of service;
- C. The Proclamation commending and congratulating Lilly M. Dennis, Senior Office Support Assistant, County Administration, on her retirement after 6 years of service;
- D. The Proclamation commending and congratulating James L. King, Inspections Supervisor, Development Services Department, on his retirement after 17 years of service;
- E. The Proclamation commending and congratulating Judith S. Lewis, Senior Office Support Assistant, Development Services Department, on her retirement after 24 years of service; and
- F. The Proclamation commending and congratulating Anthony P. Moultrie, Lead Fleet Maintenance Technician, Public Works Department, on his retirement after 30 years of service.

**BACKGROUND:**

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

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

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

050511 Retirement Proclamations

**PROCLAMATION**

*WHEREAS, Robert J. "Bob" Boschen joined the Board of County Commissioners' "family" on April 6, 1987, as a full-time Emergency Communications Dispatcher, having served as a Relief Emergency Communications Dispatcher since 1985; and*

*WHEREAS, on November 15, 1989, Bob Boschen was promoted to Emergency Communications Shift Supervisor, assuming the position of Emergency Communications Division Manager on November 8, 1993, where he has very effectively performed the managerial duties related to the 24-hour-per-day operations of the County's 9-1-1 system, fire dispatch and EMS dispatch; management of the County's 18 communications tower sites, including the 14-site microwave loop; and served as this County's 9-1-1 Coordinator; and*

*WHEREAS, during his tenure as Emergency Communications Division Manager, Bob enjoyed several major accomplishments, including overseeing the reconfiguration of microwave communications and migration to a 6 Gigahertz digital system, developing specifications for the current Public Safety emergency communications facility completed in 2004, and serving as project manager for the current radio system migration to a single County-wide P25 system platform for all public safety and public service providers in Escambia County; and*

*WHEREAS, Bob has applied for and received State 9-1-1 grants totaling \$2,170,040, enabling the purchase of state-of-the-art equipment for the County's three Public Safety Answering Points (PSAP), providing Public Safety Telecommunicators (aka 911 call-takers/dispatchers) with the technology to more efficiently obtain vital information from 9-1-1 callers and pass it on to first responders en route to the scene, and recently, a \$1 million Department of Justice grant to replace the Don Sutton communications tower; and*

*WHEREAS, Bob has ably and reliably served the County and his community with unflinching dedication to County-wide emergency communications, retiring effective May 15, 2011, as Communications Division Manager, Escambia County Public Safety Department.*

*NOW, THEREFORE, BE IT PROCLAIMED that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, expresses sincere appreciation to Robert J. Boschen for more than 24 years of excellent and dedicated service to the community.*

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

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Kevin W. White, District Five, Chairman

Wilson B. Robertson, District One, Vice Chairman

Gene M. Valentino, District Two

Marie K. Young, District Three

Grover C. Robinson, IV, District Four

Adopted: May 5, 2011

**PROCLAMATION**

*WHEREAS, Ralph J. Bohannon worked as a County employee very faithfully for 14 years, retiring as a Division Manager with the Corrections Bureau, 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 Ralph J. Bohannon on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Ralph J. Bohannon for 14 years of faithful and dedicated service as a County employee.*

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

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*Kevin W. White, Chairman, District Five*

*Wilson B. Robertson, Vice Chairman, District One*

*Gene M. Valentino, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 5, 2011*

**PROCLAMATION**

*WHEREAS, Lilly M. "Marlene" Dennis worked as a County employee very faithfully for 6 years, retiring as an Office Support Assistant with the County Administrator's Office; and*

*WHEREAS, Marlene has been an exemplary ambassador of good will, a model for providing excellent customer service, and a joy to all who have worked with her.*

*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 Lilly M. "Marlene" Dennis on her retirement.*

*BE IT FURTHER PROCLAIMED, that the Board of County Commissioners of Escambia County expresses its appreciation to Lilly M. "Marlene" Dennis for 6 years of outstanding and dedicated service as a County employee.*

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

---

*Kevin W. White, Chairman, District Five*

*Wilson B. Robertson, Vice Chairman, District One*

*Gene M. Valentino, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 5, 2011*

**PROCLAMATION**

*WHEREAS, James L. King worked as a County employee very faithfully for 17 years, retiring as an Inspections Supervisor with the Development Services Bureau, Building Inspections 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 James L. King on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to James L. King for 17 years of faithful and dedicated service as a County employee.*

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

---

*Kevin W. White, Chairman, District Five*

*Wilson B. Robertson, Vice Chairman, District One*

*Gene M. Valentino, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 19, 2011*

**PROCLAMATION**

*WHEREAS, Judith S. Lewis worked as a County employee very faithfully for 24 years, retiring as a Senior Office Support Assistant with the Development Services Bureau, Long Range Planning 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 S. Lewis on her retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Judith S. Lewis for 24 years of faithful and dedicated service as a County employee.*

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

---

*Kevin W. White, Chairman, District Five*

*Wilson B. Robertson, Vice Chairman, District One*

*Gene M. Valentino, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 5, 2011*

**PROCLAMATION**

*WHEREAS, Anthony P. Moultrie worked as a County employee very faithfully for 30 years, retiring as a Lead Fleet Maintenance Technician with the Public Works Department, Fleet Maintenance 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 Anthony P. Moultrie on his retirement.*

*BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Anthony P. Moultrie for 30 years of faithful and dedicated service as a County employee.*

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

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*Kevin W. White, Chairman, District Five*

*Wilson B. Robertson, Vice Chairman, District One*

*Gene M. Valentino, District Two*

*Marie Young, District Three*

*Grover C. Robinson, IV, District Four*

**ATTEST: ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

---

*Deputy Clerk*

*Adopted: May 5, 2011*



APR 06 2011

RECEIVED

April 5, 2011

Attention: Sandra Slay  
(Environmental Enforcement)

Dear Mattie Brown my property is  
12 Pleasant ave. has been a love  
to get this Area torqued

Mattie Brown  
P.O. Box 18021  
PENSACOLA FLA 32523  
(850) 281-2901

Thanks



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**ORGANIZATION:** Corrections Bureau  
**FROM:** Gordon Pike, Bureau Chief  
**DATE:** April 19, 2011  
**ISSUE:** Environmental (Code) Enforcement Lien Relief – 12 Pleasant Avenue

**RECOMMENDATION:**

That the Board review and consider lien relief request made by Ms. Mattie Brown against property located at 12 Pleasant Avenue.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all 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 following 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.

Ms. Mattie Brown has no other recourse, but to appeal before the Board under Written Communication.

**BACKGROUND:**

February 12, 2007 the Office of Environmental Enforcement received a complaint on 12 Pleasant Avenue for overgrowth, trash, debris and deteriorated structure.

Notice of violations were sent certified mail to owners, Henry Golden III and Emilie Randall on February 20, 2007. Certified NOV was returned marked "Unable to deliver".

Title search was ordered and confirmed title is vested in Henry Golden III and Emilie Randall.

April 10, 2007 Officer found a new address for owners and requested another certified Notice of Violation be mailed to 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Letter was returned marked "Unclaimed".

BCC: 05-5-2011  
RE: Environmental Enforcement Lien Relief-12 Pleasant Avenue  
Date: April 19, 2011  
Page 2 of 4

Owner failed to abate violations and case was prepared for Special Magistrate. Certified Notice of Hearing was sent certified mailed on June 12, 2007. Notice of Hearing was returned marked "Unclaimed".

Hearing was held on July 10, 2007 and owner was found to be in violation. Fines were assessed at \$100.00 per day starting August 11, 2007 if violations are not abated. \$1,100.00 court cost was awarded to the county.

August 12, 2007 copy of hearing sent to owner and was returned marked "Unable to forward".

Order was recorded in Official Records Book 6317 Page 1499-1499.

County abated violation on December 30, 2007 and owner was notified of abatement plus lien amount.

Mr. Golden contested the cost of the lien and appeared before the Special Magistrate on April 12, 2008. Special Magistrate amended his order and reduced the cost of the fines.

The fines of \$100.00 per day started 8/11/2007 and ended 12/30/2007 with a total of \$14,100.00. Court cost awarded was \$1,100.00. Abatement cost is \$2,860.00.

The Office of Environmental Enforcement received a second complaint on April 8, 2009 for overgrowth, trash and debris.

Certified Notice of Violation was sent to owners at 4000 Davey Street, Suite 606, New Orleans, Louisiana, 70122. On May 13, 2009 certified notice was received and signed for by Henry Golden III.

Owner failed to abate violations. County abated property in the amount of \$148.00.

Attached is a copy of his letter along with the bullets from the case.

Ms. Mattie Brown purchased the property at a Tax Auction on February 6, 2001. Sale was recorded on February 10, 2001 in Official Records Book 6688 and page 1072.

BCC: 05-5-2011  
RE: Environmental Enforcement Lien Relief-12 Pleasant Avenue  
Date: April 19, 2011  
Page 3 of 4

**BUGETARY IMPACT:**

The itemized costs shown in the code enforcement for 1<sup>st</sup> lien:

	<u>Cost</u>	<u>Amended Cost</u>
A. Administrative Cost:	\$1,100.00	\$1,100.00
B. Daily Fines:	\$14,100.00	\$6,040.00
C. Abatement Fees	<u>\$2,860.00</u>	<u>\$2,860.00</u>
TOTAL	\$18,060.00	\$10,000.00

The itemized costs shown in the code enforcement for 2<sup>nd</sup> lien:

A. Administrative Cost:	\$18.50
B. Abatement Cost:	<u>\$148.00</u>
TOTAL	\$166.50

**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/DISCUSSION:**

N/A

**IMPLEMENTATION REQUIREMENTS:**

N/A

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Upon execution, the release will be sent to the Escambia County Clerks of the Court for recording.

BCC: 05-5-2011  
RE: Environmental Enforcement Lien Relief-12 Pleasant Avenue  
Date: April 19, 2011  
Page 4 of 4

CONCUR: Charles R. Oliver  
Charles R. "Randy" Oliver, ~~CFAE~~  
County Administrator



# 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:** 12 Pleasant Avenue  
**Property Owner:** Henry Golden III & Emilie Randall  
**Original Complaint:** Overgrowth and deteriorated structures  
**EE Case #:** CE090402053

- 04/08/09 Complaint recorded
- 04/08/09 Inspection reveals trash & debris, overgrowth and nuisance conditions. Notice of violation posted on property. Owners were noticed under Summary Abatement.
- 04/08/09 Notice of Violation was sent Certified Mail to Henry Golden III at 4000 Davey Street, Suite 606, New Orleans, La. 70122.
- 05/18/09 Certified letter was received on May 13, 09 and signed for by Henry Golden III.
- 06/01/09 Reinspection reveals violations remain.
- 01/27/10 Pre-bid inspection reveals violations remain.
- 03/12/10 Property abated by county in the amount of \$148.00.
- 04/16/10 Lien recorded in Official Records, Bk 6581 and Pg 993-994

Lien amount	<u>Cost</u>
Court Cost	\$0
Fines (\$100.00 per day 08/11/07-12/30/07)	\$0
Administrative costs	\$ 18.50
County Abatement Fees	<u>\$148.00</u>
 <b>TOTAL</b>	 <b>\$166.50</b>

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

Property was sold at Tax Auction on February 6, 2011. Sale was recorded on February 10, 2011 in Official Records Bk 6688 and page 1072.



# 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:** 12 Pleasant Avenue  
**Property Owner:** Henry Golden III & Emilie Randall  
**Original Complaint:** Overgrowth and deteriorated structures  
**EE Case #:** CE07020605

- 02/12/07 Complaint recorded
- 02/14/07 Inspection reveals trash & debris, overgrowth and deteriorated structure. Notice of violation posted on property.
- 02/20/07 Notice of Violation was sent Certified Mail
- 02/26/07 Letter returned February 26, 2007 marked "unable to deliver".
- 03/15/07 Reinspection reveals violations remain.
- 04/03/07 Title search ordered and shows title is vested in Henry Golden III & Emilie Randall.
- 04/10/07 Found new address for owner. Sent another certified notice of violation to new address, 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Letters returned marked "Unclaimed".
- 06/12/07 Request for Special Magistrate made.
- 06/12/07 Certified letter / Special Magistrate hearing / sent to Henry Golden III and Emilie Randall, 4000 Davey Street, Suite 606, New Orleans, Louisiana 70122. Certified Notice of Hearing returned marked "Unclaimed".
- 07/10/07 Special Magistrate hearing / \$100.00 per day commencing 08/11/07 if not in compliance – Lien of \$1,100.00 awarded to Escambia County
- 08/12/07 Certified letter / Order / sent to Henry Golden III & Emilie Randall. Certified mail returned marked "Unable to forward".
- 08/13/07 Order recorded in Official Records Book 6317Page 1499-1499
- 08/13/07 Re-inspection reveals the violations remain
- 10/26/07 certified notice prior to county abatement was sent certified mail to owners.
- 11/03/07 certified notice prior to county abatement was signed for by Henry Golden III.
- 12/30/07 Property was abated by county for the amount of \$2,860.00
- 01/08/08 Office of Environmental Enforcement received a letter from Henry Golden III requesting copy of case file and notices. Request was filed.
- 01/17/08 Letter informing owner county abated violation was received and signed for by Henry Golden III.
- 01/18/08 Letter received from Henry Golden III requesting a hearing before the Special Magistrate to contest the cost
- 02/28/08 Hearing was scheduled for February 28, 2008
- 02/28/08 Owner requested continuance to obtain legal counsel.
- 02/28/08 Continuance order signed and continued to April 17, 2008.

- 04/17/08 Fines were reduced from \$14,100.00 to \$6,040.00. Court cost remains \$1,100.00 and abatement fees remain \$2,860.00. Total amount of lien is \$10,000.00

<b>Lien amount</b>	<b><u>Cost</u></b>	<b><u>Amended Cost</u></b>
<b>Court Cost</b>	<b>\$1,100.00</b>	<b>\$1,100.00</b>
<b>Fines (\$100.00 per day 08/11/07-12/30/07)</b>	<b>\$14,100.00</b>	<b>\$6,040.00</b>
<b>County Abatement Fees</b>	<b><u>\$2,860.00</u></b>	<b><u>\$2,860.00</u></b>
<b>TOTAL</b>	<b>\$18,060.00</b>	<b>\$10,000.00</b>

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

Property was sold at Tax Auction on February 6, 2011. Sale was recorded on February 10, 2011 in Official Records Bk 6688 and page 1072.



Judy H. Witterstaeter

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From: rdegraaf@cox.net  
Sent: Monday, April 25, 2011 8:58 AM  
To: Judy H. Witterstaeter  
Subject: Fwd: 7501 Jamesville rd.

--

Renea Degraaf  
[rdegraaf@cox.net](mailto:rdegraaf@cox.net)  
[degraafgurl@yahoo.com](mailto:degraafgurl@yahoo.com)

> Date: Mon, 25 Apr 2011 9:29:02 -0400  
> From: <rdegraaf@cox.net>  
> To: slgaffor@co.escambia.fl.us  
> Subject: 7501 Jamesville rd.

>  
> Ms. Gafford,

>  
>

> I am writing in a request to be seen before the county commisioners under there written communication.

> I was seen in front of the board on 2-8-2011 where my fine had been  
> reduced to half, i have since been trying to have this property  
> financed to pay in full, but had to make major repairs first. I came  
> to the clerks office to make payment arrangments but had ran out of  
> checks, i lost track of time & when i called back i was told my 60 days were over, and  
> could no longer make payments. I have been approved for the loan, we are waiting for  
> documents, please give me an opportunity to take care of this fine.

>  
> Susan Degraaf  
> [rdegraaf@cox.net](mailto:rdegraaf@cox.net)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

7. Proclamations ▶

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Young absent, taking the following action concerning the adoption/ratification of the following three Proclamations:

- A. Adopting the Proclamation commending and congratulating Dr. Willie C. Green, Pastor of East Hill Church of God in Christ, for his elevation to the Office of Jurisdictional Bishop;
- B. Ratifying the Proclamation, dated January 19, 2011, commending the men and women of Naval Aviation, past and present, on their achievements, and congratulating them on 100 years of service; and
- C. Ratifying the Proclamation, dated January 13, 2011, encouraging all citizens to reflect on the great sacrifices and accomplishments of Dr. Martin Luther King, Jr.

8. Written Communication

A. William H. Geiger and Cereza D. Geiger – 7245 Bruner Street ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Young absent, approving to take no action relative to the December 3, 2010, communication from William H. Geiger and Cereza D. Geiger requesting that the Board forgive a Code Enforcement Lien against property located at 7245 Bruner Street.

B. Ron and Susan Degraaf – 7501 Jamesville Road ▶

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Young absent, rescinding prior action (*at the December 9, 2010, Regular Board Meeting, the Board failed to approve a motion to reduce the fines by 50% and collect the hard costs*).

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Young absent, approving to waive 50% of the fines and collect the hard costs, without any other encumbrances, relative to the November 10, 2010, email communication from Ron and Susan Degraaf requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 7501 Jamesville Road.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

REGULAR BCC AGENDA – Continued

7. Written Communication

A. Brandon Vinyard – 5607 Fairview Drive ▶

The Board took no action relative to the September 30, 2010, communication from Brandon Vinyard, Owner/Broker, Sellstate Gulf Coast Realty, requesting the release of 5607 Fairview Drive from a Code Enforcement Lien filed against property located at 4203 Erress Boulevard, owned by Michael J. Linney.

B. Ron and Susan Degraaf – 7501 Jamesville Road ▶

Motion made by Commissioner Robertson, seconded by Commissioner Valentino, that the Board reduce the fines by 50% and collect the hard costs, and the motion failed 2-3, with Commissioner Robinson, Commissioner Young, and Commissioner White voting "no," relative to the November 10, 2010, email communication from Ron and Susan Degraaf requesting that the Board forgive the fines relative to a Code Enforcement Lien against property located at 7501 Jamesville Road.

C. Joel Millar – 109 Syrcle Drive ▶

Motion made by Commissioner Valentino, seconded by Commissioner Robinson, and carried unanimously, approving to modify the assessment to the hard costs and 50% of the fines, with the \$1,100 overage to be applied to the hard costs, relative to the November 17, 2010, email communication from Joel Millar requesting that the Board forgive a Code Enforcement Lien against property located at 109 Syrcle Drive.

D. Winterfest Holiday Visit ▶

The Board took no action relative to the November 21, 2010, email communication from Denise C. Daughtry concerning Winterfest's holiday visit.

Speaker(s):

Denise C. Daughtry  
John Drap (Santa Claus)  
Susan Degraaf  
Les Millar

Shirley L. Gafford

---

From: rdegraaf@cox.net  
Sent: Wednesday, November 10, 2010 9:26 AM  
To: Shirley L. Gafford  
Subject: ref to property at 7501 Jamesville st

Mrs. Shirley Gafford,

*I am requesting to be seen by the board of commissioners on December 9th in regards to the property address of 7501 Jamesville rd. Pensacola Fl. 32526 . My name is Susan Degraaf, my husband Ron and our three children recently purchased this home from Jimmy Lee on Oct. 8th 2010. Mr. Lee had suffered a bad stroke during the year of 2005 and had not been able to return to the home since then . The yard was overgrown and the county had to maintain the property at a cost of \$913.50, including filing fees in which we are willing and able to pay . We are asking that you please dismiss the fines totaling \$ 30,800.04 due to Mr. Jimmy Lee's physical condition at the time, and the fact that we are now the new owners, and the one acre lot is now well maintained and will continue to be maintained .  
Please allow us five to ten minutes at the next commissioners meetings to ask forgiveness of the fine.*

*Thank you  
Susan Degraaf  
Ron Degraaf  
850-390-6835*

Shirley L. Gafford

---

**From:** Brenda J. Spencer  
**Sent:** Wednesday, November 10, 2010 12:24 PM  
**To:** Shirley L. Gafford; Sandra F Slay  
**Cc:** Stephen G. West  
**Subject:** FW: ref to property at 7501 Jamesville st  
**Importance:** High

*Steve West, Assistant County Attorney dictated the following:*

*"Mrs. Degraaf's request regarding 7501 Jamesville Street should be forwarded to the Board of County Commissioners as a written communication because it does not fall within any of the criteria under which the County Administrator is authorized to deny relief."*

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

*From: Stephen G. West  
Sent: Wednesday, November 10, 2010 11:55 AM  
To: Brenda J. Spencer  
Subject: FW: ref to property at 7501 Jamesville st*

-----  
*From: Sandra F Slay  
Sent: Wednesday, November 10, 2010 11:54:31 AM  
To: Shirley L. Gafford  
Cc: Stephen G. West  
Subject: RE: ref to property at 7501 Jamesville st  
Auto forwarded by a Rule*

*Thanks. I'll add it also.*

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

*From: Shirley L. Gafford  
Sent: Wednesday, November 10, 2010 11:51 AM  
To: Sandra F Slay  
Cc: Stephen G. West  
Subject: FW: ref to property at 7501 Jamesville st*

*FYI*

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

*From: rdegraaf@cox.net [mailto:rdegraaf@cox.net]  
Sent: Wednesday, November 10, 2010 9:26 AM  
To: Shirley L. Gafford  
Subject: ref to property at 7501 Jamesville st*

#7B

#8B

#8B

2011-000133 BCC  
Feb. 03, 2011 Page 4

2010-001363 BCC  
Dec. 09, 2010 Page 3

Sandra F Slay

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From: rdegraaf@cox.net  
Sent: Monday, October 11, 2010 2:50 PM  
To: Sandra F Slay  
Subject: Ref property address : 7501 Jamesville rd. Pensacola fl 32526

Ms. Sandra Slay

I am requesting to be seen by the board of commissioners in regards to the property address of 7501 Jamesville rd. Pensacola Fl. 32526 . My name is Susan Degraaf ,my husband Ron and our three children recently purchased this home from Jimmy Lee on Oct. 8th 2010. Mr. Lee had suffered a bad stroke during the year of 2005 and had not been able to return to the home since then . The yard was overgrown and the county had to maintain the property at a cost of \$913.50, Including filing fees in which we are willing and able to pay . We are asking that you please dismiss the fines totaling \$ 30,800.04 due to Mr. Jimmy Lee's physical condition at the time, and the fact that we are now the new owners, and the one acre lot is now well maintained and will continue to be maintained . Please allow us five to ten minutes at the next commissioners meetings to ask forgiveness of the fine.

Thank you  
Susan Degraaf  
Ron Degraaf  
850-390-6835  
--

[rdegraaf@cox.net](mailto:rdegraaf@cox.net)

## Sandra F Slay

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**From:** Judy H. Witterstaeter  
**Sent:** Monday, April 25, 2011 10:13 AM  
**To:** Sandra F Slay  
**Cc:** Shirley L. Gafford; Brenda J. Spencer  
**Subject:** Written Communication Request for the 5-5-2011 BCC Meeting  
**Attachments:** 05-05-2011 BCC - Susan Degraaf's E-mail Request.pdf

**Importance:** High

Good morning, Sam,

Attached, per our phone conversation this morning is Ms. Degraaf's e-mail message, requesting to be placed on the BCC Agenda. She spoke with Steve West in the Legal Office on Thursday. Brenda Spencer advised me that Steve told Ms. Degraaf that the payment was due in 60 days per BCC Policy. He told her there was nothing the County Attorney's Office could do to help her with this issue and advised her that she would have to go back to the Board. He referred her to Shirley. Shirley asked me to contact her and let her know that we would need a request from her to appear again before the BCC under the Board's Written Communication Policy.

Thanks for your help with this issue. Please call me if you need anything further.

Thanks again,

Judy

Judy Witterstaeter  
Administrative Assistant  
County Administrator's Office  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
[judy-witterstaeter@co.escambia.fl.us](mailto:judy-witterstaeter@co.escambia.fl.us)  
(850) 595-4917



### 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: 7501 Jamesville Rd  
Property Owner: Jimmie W Lee  
Original Complaint: Overgrowth  
EE Case #: CE 08-08-0597

- 08/19/08 Complaint recorded
- 09/10/08 Inspection revealed overgrowth, trash & debris, and unsafe structure
- 09/18/08 Certified letter / Notice of Violation / sent to Jimmie W Lee, 7501 Jamesville Rd, Pensacola
- 09/21/08 Certified letter / Notice of Violation / returned "no mail receptacle - unable to forward"
- 11/25/08 Re-inspection revealed violations remained
- 12/04/08 Certified letter / Notice of Violation / sent to Jimmie W Lee, 7501 Jamesville Rd, Pensacola
- 12/08/08 Certified letter / Notice of Violation / returned "not deliverable as addressed - unable to forward"
- 03/19/09 Certified letter / Notice of Violation / sent to Jimmie Lee, 7501 Jamesville Rd, Pensacola
- 03/23/09 Certified letter / Notice of Violation / returned "not deliverable as addressed - unable to forward"
- 08/13/09 Re-inspection revealed the violations remained - officer proceeded under the Special Magistrate Order of 6/28/05 Book 5674 Page 1773-1775
- 09/23/09 County contractor abated the property at a cost of \$145.00
- 10/27/09 Notice of Lien recorded in Official Records Book 6522 Page 1022-1023

Abatement costs	\$145.00
Title Search	\$ 75.00
Administrative costs	<u>\$ 18.50</u>
TOTAL	\$238.50

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





### 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: 7501 Jamesville Road  
Property Owner: Jimmie W Lee  
Original Complaint: Overgrowth  
EE Case #: CE 04-08-0787

- 08/19/04 Complaint recorded
- 08/19/04 Inspection revealed overgrowth, trash & debris, and inoperable vehicle
- 09/07/04 Property posted with the Notice of Violation
- 09/09/04 Escambia County Tax Collector's website listed the owner as Jimmie W Lee
- 09/13/04 Certified letter / Notice of Violation / sent to Jimmie W Lee, 7501 Jamesville Rd, Pensacola
- 10/21/04 Certified letter / Notice of Violation / returned "unclaimed"
- 11/08/04 Property posted with the Notice of Violation
- 04/09/05 Title search revealed title vested in Jimmy Wayne Lee
- 06/14/05 Certified letter / Special Magistrate hearing / sent to Jimmie W Lee, 7501 Jamesville Rd, Pensacola
- 07/20/05 Certified letter / Special Magistrate hearing / returned "unclaimed"
- 06/28/05 Special Magistrate hearing / \$20.00 per day commencing 7/6/05 if not complied by - Lien of \$675.00 awarded to Escambia County
- 07/01/05 Certified letter / Order / sent to Jimmie W Lee, 7501 Jamesville Rd, Pensacola
- 07/06/05 Order recorded in Official Records Book 5674 Page 1773-1775
- 08/01/05 Certified letter / Order / returned "unclaimed"
- 09/23/09 Property abated under case # CE 08-08-0597 (See bullets for case CE 08-08-0597)

Lien amount	\$ 675.00
Fines (7/6/05 - 9/23/09 \$20.00 per day)	<u>\$30,800.00</u>
TOTAL	<u>\$31,475.00</u>

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

NOTE: There was a Notice of Lien signed on March 7, 2002 for the amount of \$1,263.82 plus interest and recording fees which was paid on March 19, 2007. Cancellation of Lien recorded in Official Records on March 19, 2007 Book 6108 Page 343.

#7B

#8B

#8B

**Sandra F Slay**

---

**From:** rdegraaf@cox.net  
**Sent:** Monday, October 11, 2010 2:50 PM  
**To:** Sandra F Slay  
**Subject:** Ref property address : 7501 Jamesville rd. Pensacola fl 32526

Ms. Sandra Slay

I am requesting to be seen by the board of commissioners in regards to the property address of 7501 Jamesville rd. Pensacola Fl. 32526 . My name is Susan Degraaf ,my husband Ron and our three children recently purchased this home from Jimmy Lee on Oct. 8th 2010. Mr. Lee had suffered a bad stroke during the year of 2005 and had not been able to return to the home since then . The yard was overgrown and the county had to maintain the property at a cost of \$913.50, Including filing fees in which we are willing and able to pay . We are asking that you please dismiss the fines totaling \$ 30,800.04 due to Mr. Jimmy Lee's physical condition at the time, and the fact that we are now the new owners, and the one acre lot is now well maintained and will continue to be maintained . Please allow us five to ten minutes at the next commissioners meetings to ask forgiveness of the fine.

Thank you  
Susan Degraaf  
Ron Degraaf  
850-390-6835  
--

[rdegraaf@cox.net](mailto:rdegraaf@cox.net)



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**ORGANIZATION:** Corrections Bureau  
**FROM:** Gordon Pike, Bureau Chief  
**DATE:** April 25, 2011  
**ISSUE:** Environmental (Code) Enforcement Lien Relief – 7501 Jamesville

**RECOMMENDATION:**

That the Board review and consider extension of time for lien relief request made by Ms. Susan Degraaf against property located at 7501 Jamesville.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all 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 following 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.

Ms. Susan Degraaf has no other recourse, but to appeal before the Board under Written Communication.

**BACKGROUND:**

November 10, 2010 Ms. Susan Degraaf appeared before the Board of County Commissioners requesting lien relief for a code enforcement lien placed on 7501 Jamesville. The Board voted against any relief at that time.

On February 3, 2011 Ms. Susan Degraaf appeared before the Board of County Commissioners again requesting lien relief for a code enforcement lien placed on 7501 Jamesville. The Board voted to reduce the fines by 50% and collect the hard cost.

Since the February 3, 2011 Board of County Commissioner's meeting Ms. Susan Degraaf has tried to get her property financed to be able to pay the lien off in full. Repairs were required before she was able to refinance.

BCC: 05-5-2011  
RE: Environmental Enforcement Lien Relief-7501 Jamesville  
Date: April 25, 2011  
Page 2 of 3

At one point she visited the Clerk's Office to make payment arraignments but forgot her check book. Ms. Degraaf then lost track of time and missed her 60 day deadline and can no longer take advantage of the payment plan.

Ms. Degraaf has since been approved for the loan and willing to pay the lien.

Attached is a copy of his letter along with the bullets from the case.

**BUGETARY IMPACT:**

The itemized costs shown in the code enforcement for 1<sup>st</sup> lien:

	<u>Cost</u>
A. Administrative Cost:	\$18.50
B. Title Search:	\$75.00
C. Abatement Fees	<u>\$145.00</u>
TOTAL	\$238.50

The itemized costs shown in the code enforcement for 2<sup>nd</sup> lien:

A. Administrative Cost:	\$675.00
B. Fines: (7/6/05-9/23/09 \$20.00 per day)	\$30,800.00
C. Reduction in fines:	<u>(-15,400.00)</u>
TOTAL	\$16,075.00

**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/DISCUSSION:**

N/A

**IMPLEMENTATION REQUIREMENTS:**

BCC: 05-5-2011

RE: Environmental Enforcement Lien Relief-7501 Jamesville

Date: April 25, 2011

Page 3 of 3

N/A

**COORDINATION WITH OTHER AGENCIES/PERSONS:**

Upon execution, the release will be sent to the Escambia County Clerks of the Court for recording.

CONCUR: Charles R. Oliver  
Charles R. "Randy" Oliver, ~~OFFICE~~

County Administrator



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-659**

**Public Hearings Item #: 10.**

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011

**Issue:** 5:31p.m. Second of Two Public Hearings Designating the Five Community Redevelopment Areas as Brownfield Areas

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

5:31 p.m. Public Hearing for Consideration of Adopting a Resolution Designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas.

Recommendation: That the Board take the following action concerning designating the Barrancas, Brownsville, Englewood, Palafox and Warrington Redevelopment Areas as Brownfield Areas:

A. Adopt a Resolution of the Board of County Commissioners of Escambia County, Florida, designating the Barrancas, Brownsville, Englewood, Palafox, and Warrington Redevelopment Areas as Brownfield Areas within Escambia County, for the purpose of economic development and environmental rehabilitation; authorizing the Community Redevelopment Agency Division Manager to notify the Department of Environmental Protection of said designation; and providing for an effective date; and

B. Authorize the Chairman to execute the Resolution.

**BACKGROUND:**

As part of the County's overall economic redevelopment strategy, the County has designated five Community Redevelopment Areas (CRA) for specific redevelopment efforts. The respective five CRA Redevelopment Plans call for the County to continue to publicize and promote the use of a number of commercial incentive programs available to the public within the five CRAs including Commercial Façade and Sign Grant Programs, Federally Historically Underutilized Business Zone Programs, Enterprise Zone Program, and the County Brownfields Program. Designating the CRAs as Brownfields will allow the areas to qualify for state and federal Brownfield redevelopment incentive programs and expedite programmatic support. The project will be consistent with the Redevelopment Areas Plans to reduce slum and blight, enhance the quality of life by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements.

**BUDGETARY IMPACT:**

Florida Statute requires two advertised public hearings to allow for public comment. All advertisements to be funded through CRA Admin, Fund 151, Cost Center 220523, Object Code 54901.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Escambia County Legal Office has reviewed and approved the Resolution as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Florida Statute requires two advertised public hearings to allow for public comment.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution\_Legal Descriptions\_Map

**RESOLUTION NUMBER R2011-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING THE BARRANCAS, BROWNSVILLE, ENGLEWOOD, PALAFOX, AND WARRINGTON REDEVELOPMENT AREAS AS BROWNFIELD AREAS WITHIN ESCAMBIA COUNTY FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; AUTHORIZING THE COMMUNITY REDEVELOPMENT AGENCY DIVISION MANAGER TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to §§ 376.77-85, Florida Statutes, the State of Florida has provided for the designation, by resolution, of certain contiguous areas consisting of one or more Brownfield sites as "Brownfield Areas," and for the corresponding provision of economic development and environmental remediation for such areas; and

**WHEREAS**, Escambia County wishes to notify the Florida Department of Environmental Protection of its decision to designate Brownfield Areas for rehabilitation for purposes of §§ 376.77-85, Florida Statutes; and

**WHEREAS**, Escambia County has considered the criteria set forth in §§376.80(2)(a)1.4., Florida Statutes, namely whether the proposed Brownfield Areas warrant economic development and have reasonable potential for such activities, whether the areas represent a reasonably focused approach and is not overly large in geographic coverage, whether the areas have potential to interest the private sector in participating in rehabilitation, and whether the areas contain sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

**WHEREAS**, the notice and public hearing requirements set forth in §§125.66(4)(b), Florida Statutes, have been followed. Notices were published in the Pensacola News Journal and two public hearings were held; and

**WHEREAS**, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that the Barrancas, Brownsville, Englewood, Palafox and Warrington Community Redevelopment Areas be designated as Brownfield Areas.

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

**Section 1.** That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.



**Section 2.** That the Areas depicted in Exhibits A-1 through A-3, attached hereto and incorporated by reference shall be designated as the Barrancas, Brownsville, Englewood, Palafox and Warrington Brownfield Areas for rehabilitation in accordance with the intent of §§ 376.77-85, Florida Statutes.

**Section 3.** That Escambia County shall be the entity responsible for the administration of the Brownfields Program pursuant to Section 376.80, Florida Statutes. However, such designation shall not render Escambia County liable for costs of site rehabilitation or source removal, as those terms are defined in §§376.79(14) and (15), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of the Brownfields Site Rehabilitation Program and as a property owner within the designated Brownfield Areas.

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

\_\_\_\_\_  
Kevin W. White, Chairman

**ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court**

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.

By: [Signature]

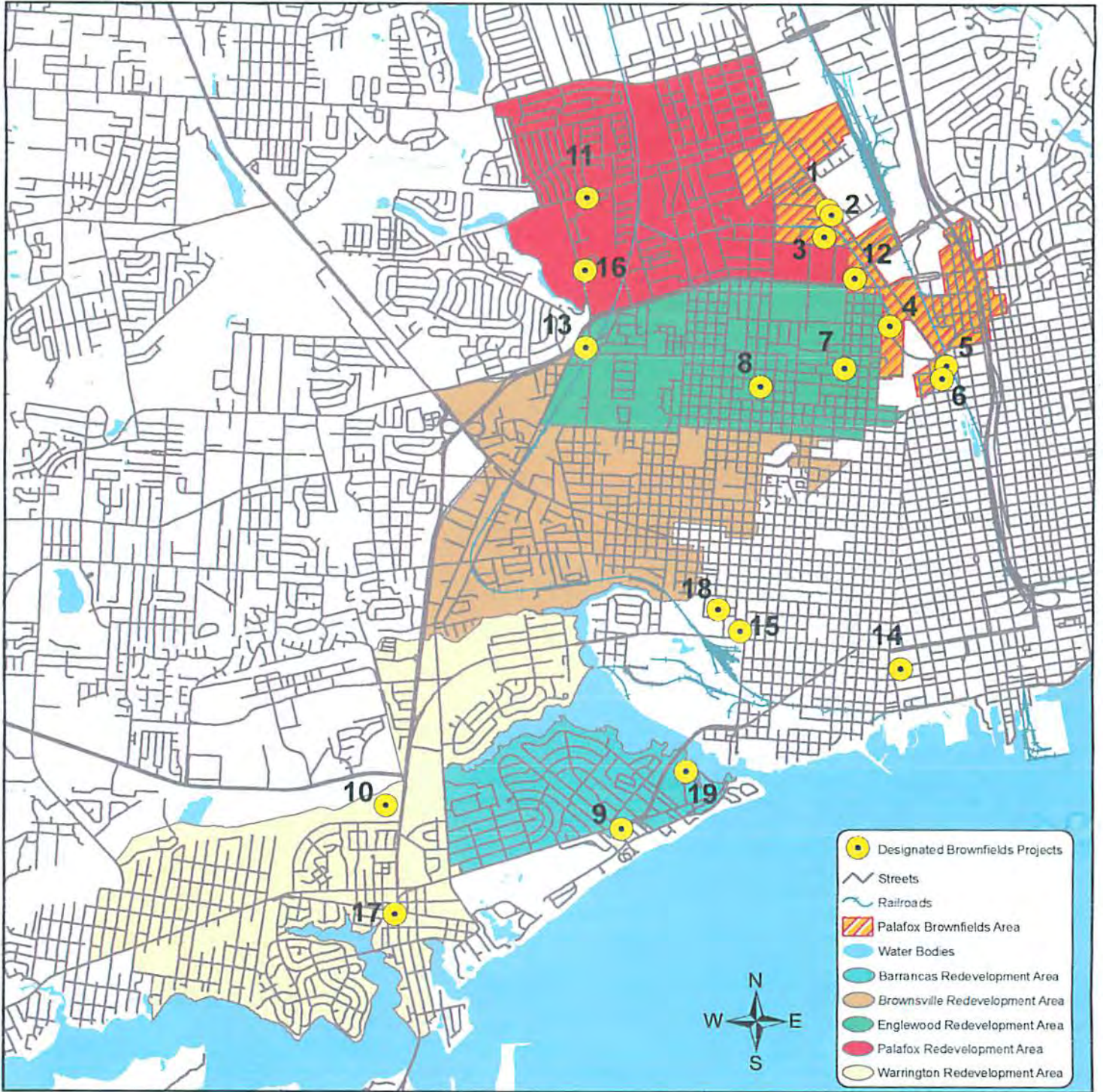
Title: ACF

Date: 3/2/11



# COMMUNITY REDEVELOPMENT AREAS

## EXHIBIT A-1



- |                               |                            |                            |
|-------------------------------|----------------------------|----------------------------|
| (1) 3877 NORTH PALAFOX ST     | (7) 1123 WEST SCOTT ST     | (13) 3517 OLD FAIRFIELD DR |
| (2) 3873 NORTH PALAFOX ST     | (8) 2203 NORTH PACE BLVD   | (14) 603 WEST ROMANA ST    |
| (3) 206 WEST HERMAN ST        | (9) 3415 BARRANCAS AVE     | (15) 2200 WEST NAVY BLVD   |
| (4) 1170 WEST LEONARD ST      | (10) 507 NORTH NAVY BLVD   | (16) 2800 HOLLYWOOD AVE    |
| (5) 2500 NORTH PALAFOX ST     | (11) 939 MASSACHUSETTS AVE | (17) 201 SOUTH NAVY BLVD   |
| (6) 2400 BLK NORTH PALAFOX ST | (12) FAIRFIELD / TEXAR     | (18) MAGGIES DITCH         |
|                               |                            | (19) MAHOGANY MILL RD      |

0 0.5 1 2 3 4 Miles

Source: Escambia County Community Redevelopment Agency "This map is provided for information purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created 9/23/2009.

## 6. LEGAL DESCRIPTION

The **Barrancas Redevelopment Area** is that real property in Escambia County within the following described boundary and as illustrated in the map on Page iii:

Beginning At The Southeast Corner Of Lot 5, **Subdivision Portion Of Brent Island**, Recorded In Plat Book 4 At Page 78 Of The Public Records Of Said County, Lying In Section 59, Township 2 South Range 30 West Of Escambia County, Florida; Thence Proceed Southwest Along The South Line Of Said Subdivision To The East Right-Of-Way Line Of An Abandoned Railroad Right-Of-Way; Thence Proceed Southwest Along Said Abandoned Railroad Right-Of-Way To The North Right-Of-Way Of Bayshore Drive (Private Road) As Recorded In Official Record Book 1833, At Page 81; Thence Proceed Southwesterly Along Said Northerly Right-Of-Way To The East Line Of **Tradewinds Subdivision**, As Recorded In Plat Book 10, At Page 6, Lying In Section 59, Township 2 South, Range 30 West Of Said Escambia County; Thence Proceed Northerly Along Said East Line And Its Northerly Extension To The Northerly Right-Of-Way Line Of Bayshore Drive; Thence Proceed Westerly Along Said Northerly Right-Of-Way To The Easterly Right-Of-Way Line Of Broadmoor Lane; Thence Proceed Northerly Along Said Easterly Right-Of-Way To Its Intersection With The Easterly Extension Of The South Line Of The Parcel Recorded In O.R.Book 3890, At Page 293 Of The Public Records Of Said County; Thence Proceed Southwesterly Along Said Property Line Extension And Along Said Parcel To The Southwest Corner Of Said Parcel On The Easterly Right-Of-Way Line Of Lemhurst Road; Thence Proceed Northwesterly Along Said Easterly Right-Of-Way To The South Line Of The Parcel Recorded In O.R.Book 4584, At Page 867 Of The Public Records Of Said County; Thence Proceed Northeasterly Along Said South Line To The East Line Of Said Parcel; Thence Proceed Northwesterly Along Said East Line To The Northeast Corner Of Said Parcel; Thence Continue Along The East Line Of The Parcel Recorded In O.R.Book 4574, At Page 78 Of The Public Records Of Said County To The North Line Of Said Parcel; Thence Proceed Southwesterly Along Said North Line To The East Right-Of-Way Of Lemhurst Road; Thence Proceed Northwesterly Along Said East Right-Of-Way To The Intersection Of The South Right-Of-Way Line Of Barrancas Avenue; Thence Proceed Southwesterly Along Said South Right-Of-Way To The Northeast Corner Of The Parcel Recorded In O.R.Book 4531, At Page 170 Of The Public Records Of Said County; Thence Proceed Southeasterly To The Southeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The Southwest Corner Of Said Parcel; Thence Proceed Northwesterly Along The West Line Of Said Parcel To The Southeast Corner Of The Parcel Recorded In O.R.Book 3629, At Page 920 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The East Right-Of-Way Line Of Palao Place; Thence Proceed Southeasterly To The West Right-Of-Way Line Of Palao Place Also Being The Southeast Corner Of The Parcel Recorded In O.R.Book 2383, At Page 650 (Parcel 1&3) Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel To The Southwest Corner Of Said Parcel; Thence Proceed Northwesterly Along The West Line Of Said Parcel To The Southeast Corner Of The Parcel Recorded In O.R.Book 2383, At Page 650 (Parcel 2) Of The Public Records Of Said County; Thence Proceed Southwesterly Along The South Line Of Said Parcel And Its Westerly Extension To The West Right-Of-Way Line Of Jan Street, Also Being The East Line Of The Parcel Recorded In O.R.Book 1982 At Page 277 Of The Public Records Of Said County; Thence Proceed Southeasterly Along The East Line Of Said Parcel To The Southeast Corner Of Said Parcel; Thence Proceed Southwesterly Along The South Line Of Said Parcel And Its Westerly Extension To The West Right-Of-Way Line Of Sullivan Road; Thence Proceed Northwesterly Along Said Westerly Right-Of-Way Line To The Northeast Corner Of The Parcel Recorded In O.R.Book 4244, At Page 355 Of The Public Records Of Said County; Thence Proceed Southwesterly Along The North Line Of Said Parcel To The Northwest Corner Of Said Parcel; Thence Proceed Southeasterly Along The West Line Of Said Parcel And Also The West Line Of The Parcel Recorded In O.R.Book 1003, At Page 888 Of The Public

## IX LEGAL DESCRIPTION

The **Brownsville Redevelopment Area** is that real property in Escambia County with the following described boundary:

Begin at the junction of New Warrington Road and Jackson Street; continue easterly along Jackson Street to the Pensacola City limits (midway between "S" and "T" Streets); thence northerly following the Pensacola City limits to a point midway between Gadsden and Cervantes Streets; thence westerly following the Pensacola City limits to a point midway between "V" and "W" Streets; thence northerly following the Pensacola City Limits to a point midway between Strong and Desoto Streets; thence easterly following the Pensacola City limits to a point midway between "Q" and "R" Streets; thence southerly following the Pensacola City limits to a point midway between Strong and Cervantes Streets; thence easterly following the Pensacola City limits the easterly right-of-way line of the North Pace Boulevard, thence northerly along said easterly right-of-way line to an intersection with the southerly right-of-way line of West Strong Street, thence easterly along said southerly right-of-way line to a point midway between North Pace Boulevard and North "N" Street; thence northerly following the Pensacola City limits to Desoto Street; thence westerly to Pace Street; thence northerly to Gonzalez Street; thence easterly to a point midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to a point 50 feet south of Brainerd Street; thence northwesterly following the Pensacola City limits to Brainerd Street; thence northeasterly following the Pensacola City limits to a point 40 feet north of Brainerd Street and midway between "N" and Pace Streets; thence northerly following the Pensacola City limits to Moreno Street; thence easterly along Moreno Street to Osceola Boulevard; thence in a clockwise direction follow Osceola Boulevard and the Pensacola City limits to the intersection of Osceola Boulevard and "L" Street; thence southerly following "L" Street and the Pensacola City Limits to Blount Street; thence easterly along Blount Street to a point midway between "J" and "K" Streets; thence southerly to a point midway between Blount and Godfrey Streets; thence easterly following the Pensacola City limits to "J" Street; thence southerly following the Pensacola City limits to a point 235 feet north of Brainerd Street; thence northeasterly following the Pensacola City limits to Moreno Street; thence westerly along Moreno Street to "J" Street; thence northerly to Mallory Street; thence easterly for 142.25 feet to the Pensacola City limits; thence northerly continuing along the Pensacola City limits to the south line of Section 17, Township 2 South, Range 30 West, thence easterly along said south line of Section 17 following the Pensacola City Limits to the point where said City Limit line turns northerly, thence northerly along said City Limit line to a point on the northerly right-of-way line of Avery Street, thence westerly along the northerly right-of-way line Avery Street to the westerly right-of-way line of "W" Street, thence south along said westerly right-of-way of "W" Street to an intersection with the northerly right-of-way line of Avery Street; thence westerly

IBI GROUP (FLORIDA) ENGLEWOOD COMMUNITY REDEVELOPMENT PLAN

## APPENDIX D: CRA LEGAL DESCRIPTION

The Englewood Area is that real property in Escambia County within the following described boundary and as illustrated on Page ii:

Beginning at the junction of Border Street and a western projection of Avery Street; thence continue northeasterly along the eastern right-of-way line of Border Street to Fairfield Drive; continue in a general east, northeasterly direction along the southern right-of-way line of Fairfield Drive to the junction with Texar Drive; thence easterly along the southern right-of-way line of Texar Drive to "H" Street; thence southerly along the western right-of-way line of "H" Street to Anderson Street; thence easterly along the southern right-of-way line of Anderson Street to its intersection with a northern projection of "D" Street; thence southerly for 1,725 feet to the northern terminus of "D" Street, thence continue southerly along the eastern right-of-way line of "D" Street to the northwest corner of Lot 12, Block "C", North Hill Re-Subdivision as recorded in Plat Book 1, Page 62, of the Public Records of Escambia County; thence easterly along the northern line of said Lot 12, Block "C" and its extension to the eastern right-of-way line of "B" Street; thence southerly along the said line of "B" Street, 150 feet to the northern right-of-way line of Jordan Street; thence easterly along said line of Jordan Street to "A" Street; thence southwesterly following the Old City Limit Line according to the Thomas C. Watson Map dated 1903; to a line 150 feet north of and parallel to the northern right-of-way line of Lakeview Street; thence westerly along said parallel line to the eastern right-of-way line of "E" Street; thence southerly along said right-of-way line on "E" Street to Avery Street; thence continue westerly along the northern right-of-way line of Avery Street to its western terminus, then continue in the same direction along a projection of Avery Street for 870 feet to Border Street the point of beginning.

### Palafox Redevelopment Area Legal Description

The Palafox Redevelopment Area is that real property in Escambia County, Florida with the following described boundaries:

Beginning at the junction of the northerly right-of-way line of Mason Lane and easterly right-of-way line of Palafox Street (U.S. Hwy 29) continue easterly along the northern right-of-way line of Mason Lane and its extension to the western right-of-way line of the Louisville & Nashville Railroad; then southerly along said western right-of-way line 1100 feet more or less to a point 12 feet southerly of the northerly line of Section 7, Township 2 South, Range 30 West, Escambia County, Florida; thence South 53° West 370 feet more or less to the westerly line of said Section 7; thence South 42° 09' east along the western line of said Section 7, 120 feet more or less to the northeastern corner of Lot 28, Oak Park Subdivision, as recorded in Plat Book 3, Page 93, of the public records of Escambia County; thence westerly along the northern lines of Lots 28, 27, and 26 of said subdivision, 192.45 feet to the eastern right-of-way of Spruce Street; thence southerly along said eastern right-of-way line, 33 feet more or less to a line 128 feet north of and parallel to the southern right-of-way line of Hickory Street; thence westerly along said parallel line 1010.1 feet more or less to the east line of the property Annexed by resolution of the City Council of the City of Pensacola, Florida, Resolution 35-96, dated August 22 1996; thence along the boundary of said parcel the following 7 calls: northerly along said east line 238.2 feet more or less to the north line of said parcel; thence deflect 90 degrees left 89.15 feet; thence deflect 90 degrees left 106.0 feet; thence deflect 90 degrees right 80.0 feet; thence deflect 90 degrees left 34.0 feet; thence deflect 90 degrees right 68 feet; thence deflect 90 degrees left 96.0 feet more or less to a point on a line 128 feet north of and parallel to said southern right-of-way line of Hickory Street; thence westerly along said parallel line 213 feet more or less to the east right-of-way line of Palafox Street; thence southerly along the eastern right-of-way line of Palafox Street; 2956.55 feet to the southwestern corner of Lot 7, Palmes Subdivision, recorded in Deed Book 10, page 490, of the public records of said county; thence easterly along the southern line of said Lot 7, and its easterly extension, to the eastern right-of-way line of Louisville & Nashville Railroad; thence southerly along said eastern right-of-way line to its intersection with the south right-of-way line of Fairfield Drive; thence southwesterly along the south right-of-way line of Fairfield Drive to the intersection of east right-of-way line of Palafox Street; thence southerly along the east right-of-way line of Palafox Street to the north right-of-way line of Texar Drive; thence easterly along the north right-of-way line of Texar Drive to the east right-of-way of the Louisville & Nashville Railroad; thence southerly along the east right-of-way of the Louisville & Nashville Railroad to the extension of the northern right-of-way line of Anderson Street; thence easterly along said extension and said northern right-of-way line of Anderson Street; thence easterly along said extension and said northern right-of-way line to its intersection with a line 117 feet west of and parallel to the west line of Miller Street; thence northerly along said parallel line to its intersection with the northern right-of-way line of 34th Street as shown on plat of North Pensacola Unit No. 4 as recorded in Plat Book 2, page 57, of the public records of said county; thence easterly along said northern right-of-way line, 468.35 feet to the western right-of-way line of Roosevelt Street; thence northerly along the western right-of-way line of Roosevelt Street, 458.8 feet more or less to the northerly most line of Block 33, North Pensacola Unit No. 4; thence easterly along the northern line of said Block 33, 710 feet more or less to the northeast corner of Lot 89 of said Block 33; thence southeasterly along the eastern line of Lot 89 of Block 33, across the right-of-way of 36th Street, and along the common lot line of Lots 22 and 23, Block 36 of said North Pensacola Unit No. 4, 337 feet more or less to the easterly line of said North Palafox Unit No. 4; thence southerly along the eastern line of said North Pensacola Unit No. 4, a distance of 1272.20 feet to the southern line of the north one-half of the Maura Grant (Section 4, Township 2 South, Range 30 West); thence easterly along the southern line of the north one-half of said Maura Grant, to its intersection with the northerly projection of the common rear lot line of Block 27, North Pensacola Unit No. 3, as recorded in Plat Book 2, page 33, of the public records of said county; thence southerly along said extension, along the common rear lot line of said Block 27 and along its southerly extension to the southern right-of-way line of Texar Drive; thence northwesterly along the southern right-of-way line of Texar Drive to the east right-of-way line of Martin Luther King, Jr. Drive; thence southerly along the east right-of-way line of Martin Luther King, Jr. Drive to the north right-of-way line of Anderson Street; thence east along the north right-of-way line of Anderson Street, 156 feet; thence 90° to the right, 280 feet; thence 90° left 382 feet to the northeast corner of Lot 8, Block 25, North Pensacola Unit No. 3 as recorded in Plat Book 2, Page 33 of the public record of said county; thence 90° to the right 456.34 feet to the south line of Maura Grant; said point also being the northeastern corner of Lot 10, Block 367, New City Tract; thence southerly along the eastern line of Lot 10 and Lot 3, of said Block

367, to a point 85 feet north of the northern right-of-way line of Leonard Street; thence westerly parallel to Leonard Street, 492 feet to the eastern right-of-way line of Martin Luther King, Jr. Drive; thence southerly along said eastern right-of-way line, 165 feet to the southern right-of-way line of Leonard Street; thence westerly along said southern right-of-way line 185 feet; thence southerly along a line parallel to Martin Luther King, Jr. Drive, to the Old City Limit Line, said line forming the northern boundary of the City of Pensacola according to the Thomas dated 1903; said line shall hereinafter be called the "Old City Limits"; thence southwesterly along the Old City Limits to the southern right-of-way line of Cross Street; thence westerly along said southern right-of-way line, to the southern line of Section 4, Township 2 South, Range 30 West; thence southwesterly along the southern line of said Section to the western right-of-way line of the Louisville & Nashville Railroad; thence southerly along said western right-of-way line, to the "Old City Limits"; thence southwesterly along the "Old City Limits" to the western right-of-way line of Spring Street; thence northerly along said western right-of-way line to the southern right-of-way line of Bobe Street; thence westerly along the southern right-of-way line of Bobe Street to the eastern line of Section 18, Township 2 South, Range 30 West; thence northerly and easterly along the eastern line of said Section 18, to the southwestern corner of Lot 34, Triangle Subdivision; thence northerly along the western line of said Lot 34, to the northwest corner of said Lot 34; thence southeasterly along the north line of Lots 34 and 33, Triangle Subdivision and its easterly extension to the eastern line of said Section 18; thence northeasterly along said easterly line to the west right-of-way line of Palafox Street (State Highway N. 95); thence northerly along the west line of Palafox Street to the north line of Lot 20, a part of a subdivision of the twelve and one-half acres of Lot 4, recorded in Deed Book 35, Page 230 & 231 of the public records of said county; thence westerly along north line of Lot 20 to the northwest corner of Lot 20 of said subdivision; thence southerly along west lot line, 1310.86 feet, more or less; thence easterly 33 feet to the eastern right-of-way line of "B" Street; thence southerly along said eastern right-of-way line to the southern right-of-way line of a 66 feet right-of-way described as Yonge Street; thence westerly and southerly along the southern right-of-way line of Yonge Street to the eastern right-of-way line of "D" Street; thence continue northerly along the eastern right-of-way line of "D" Street to the southerly right-of-way line of Anderson Street, thence continue westerly along the southern right-of-way line of Anderson Street to the easterly right-of-way line of "H" Street; thence continue northerly along the eastern right-of-way line of "H" Street and its extension across Texar Drive to the northern right-of-way line of Fairfield Drive; thence westerly along the northern right-of-way of Fairfield Drive to the easterly right-of-way line of Pace Boulevard; thence northerly along the eastern right-of-way line of Pace Boulevard to the southerly right-of-way line of Loretta Street; thence continue westerly along the southern right-of-way line of Loretta Street to westerly right-of-way line of Kelly Avenue; thence northerly along the western right-of-way line of Kelly Avenue to the northerly right-of-way line of Massachusetts Avenue; thence easterly along said northerly right-of-way line of Massachusetts Avenue to the center line of Hansen Boulevard; thence northerly along said center line of Hansen Boulevard to the northerly right-of-way line of Lenox Parkway; thence continue easterly along the northern right-of-way line of Lenox Parkway to the intersection of Palafox Street (Highway 29) and the point of beginning at Mason Lane.

**AND ALSO**

Beginning at the centerline intersection of Beverly Parkway and the easterly right-of-way line of Palafox Street (US Highway 29) southerly along said easterly right-of-way of Palafox Street to Lenox Parkway; westerly along the northerly right-of-way of Lenox Parkway to Hansen Boulevard; southerly along the centerline of Hansen Boulevard to Massachusetts Avenue; westerly along the northerly right-of-way of Massachusetts Avenue to Kelly Avenue; southerly along the westerly right-of-way of Kelly Avenue to West Loretta Street; northeasterly along the southerly right-of-way of West Loretta Street to Pace Boulevard (S.R. 292); southerly along the easterly right-of-way of Pace Boulevard (S.R. 292) to West Fairfield Drive; westerly along the northerly right-of-way of West Fairfield Drive to Hollywood Avenue; north along the centerline of Hollywood Avenue 200 feet; northwesterly to the southmost extent of Bellshead Branch (lake); northwesterly along the centerline of Bellshead Branch to Massachusetts Avenue; northeasterly along the northerly right-of-way of Massachusetts Avenue to the southwest corner of Montclair Unit No. 1 (Plat Book 4, Page 63); northerly along the west boundary of Montclair Units No. 1 & 2 (Plat Book 4, Page 100) to the southwest corner of Lot 1, Block 17, Montclair Unit No. 4 (Plat Book 5, Page 88); continue northerly along the west boundary and the northerly extension of Lots 1 through 7 of said Block 17 to the centerline of Havre Way; westerly along the centerline of Havre Way to Marseille Drive; northerly along the centerline of Marseille Drive to Beverly Parkway (West Michigan Avenue); northeasterly along the centerline of Beverly Parkway to the easterly right-of-way line of Palafox Street (US Highway 29) and the Point of Beginning.

## Description

Palafox Expansion Community Redevelopment Area (CRA)

August 9, 2010

## AND ALSO:

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

Begin at the centerline intersection of Marseille Drive and Beverly Parkway (West Michigan Avenue); thence Southwesterly along the centerline of Beverly Parkway to the intersection of said centerline and the southerly extension of the Easterly lot line of Lot 1, Block 10, Crescent Lake Unit No. 3, Plat Book 5, page 7, thence Northerly along said extension to the Southwest corner of Lot 5, Block 10, thence in an Easterly direction along the Southerly lot lines of Lots 5, 6, 7, 8, 9, 10 and 13 of Block 10 to the West right-of-way line of Fairview Drive; thence Southerly to the intersection of the Westerly extension of the North line of Lot 2, Block 2, Crescent Lake Unit No. 2, Plat Book 5, page 1; thence Easterly along said extension and the North lot lines of Lots 2, 1, 30 and 29, Block 2 to the Southeast corner of Lot 6, Block 2; thence Northerly along the East line of Lot 6, Block 2 to the Northwest corner of the "Not Included" portion of said Crescent Lake Unit No. 2; thence Easterly along the North line of said "Not Included" portion to the West line of Lot 15, Block 2, Crescent Lake Unit No. 1, Plat Book 4, page 97; thence Southerly along the West lot line of Lot 15, Block 2, to the Southwest corner of Lot 15, Block 2; thence Easterly along the Southerly lot lines of Lots 15, 16, 17, 18, 19, 20, and 21 of Block 2 to the centerline of Clearwater Avenue; thence Southerly along the centerline of Clearwater Avenue to the intersection of the centerline and the Westerly extension of the North line of Lot 1, Block 1, Crescent Lake Unit No. 1; thence Easterly along said extension and North line of Lot 1, Block 1, to the centerline of Glass Drive; thence Northerly along the centerline of Glass Drive to the intersection of the Westerly extension of the North line of that parcel of land recorded in Official Record Book 6504 at page 661 (Property Reference No. 44-1S-30-2002-000-022); thence Easterly along the North line of that parcel and following the extension of that line East to the centerline of Pipeline Road; thence Southerly along the centerline of Pipeline Road to the Westerly extension of the North line of that parcel of land recorded in Official Record Book 4490 at page 1817 (Property Reference No. 44-1S-30-2000-000-005); thence Easterly along the North line and the extension of that line to the East to the West line of that parcel of land recorded in Deed Book 112 at page 421 (Property Reference No. 44-1S-30-1104-000-000); thence Northerly along the West line of said parcel to the Northwest corner of that parcel of land recorded in Official Record Book 6528 at page 1400 (Property Reference No. 44-1S-30-2000-002-004); thence Easterly along the North line of said parcel to the West right-of-way line of the Alabama & Gulf Coast Railroad; thence Southerly along said West right-of-way line to the intersection of the Westerly extension of the North line of that parcel of land recorded in Official Record Book 2595 at page 176 (Property Reference No. 44-1S-30-1500-000-001) and the West right-of-way line of the Alabama & Gulf Coast Railroad; thence Easterly along the extension and North line to the Northeast corner of that parcel; thence Southerly along the East line of that parcel to the Northwest corner of that parcel of land recorded in Official Record Book 4705 at page 34 (Property Reference No. 44-1S-30-1100-000-002); thence Easterly along the North line to the Northeast corner of that parcel; thence Southeasterly to the centerline intersection of Lookout Drive; thence Easterly along the centerline of Lookout Drive to the West right-of-way line of "W" Street; thence Southerly along the West right-of-way line of "W" Street to the Northwest corner of that parcel of land recorded in Official Record Book 3888 at page 553 (Parcel 1 - Property Reference No. 45-1S-30-4000-003-001); thence Easterly along the North line of that parcel to the Northeast corner of that parcel of land recorded in Official Record Book 3888 at page 553 (Parcel 2 - Property Reference No. 45-1S-30-4000-001-001); thence Southerly along the East line of that parcel to the centerline of West Michigan Avenue; thence Northeasterly along the centerline to the East right-of-way line of North Palafox Street; thence Southerly along the East right-of-way line of North Palafox Street to the South right-of-way line of Brent Lane; thence Northeasterly along the South right-of-way line of Brent Lane to the Westerly right-of-way line of the Louisville & Nashville Railroad; thence Southeasterly along the Westerly right-of-way line of the Louisville & Nashville Railroad to the Easterly extension of the North right-of-way line of Mason Lane; thence Westerly along the Easterly



Exhibit A-3

extension of the North right-of-way line of Mason Lane and the North right-of-way line of Mason Lane to the Easterly right-of-way line of Palafox Street (U.S. Hwy 29); thence Northwesterly along the Easterly right-of-way line of Palafox Street (U.S. Hwy 29) to the centerline intersection of Brent Lane and Beverly Parkway; thence Westerly along the centerline of Beverly Parkway and West Michigan Avenue to the Point of Beginning.

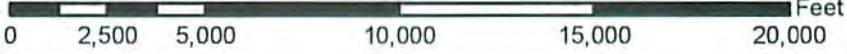
Exhibit A-3

Warrington Legal Description (Amended 2002)

Begin at the junction of the Navy Ditch Easement (just south of the northeastern boundary of NTTCCorry Station) and the eastern boundary of NTTCCorry Station; continue generally easterly along the easement, under New Warrington Road and Old Corry Field Road along the creek that leads to the shoreline of Bayou Chico, thence Meander along the west shoreline of Bayou Chico to the point where Jones Creek enters Bayou Chico and then generally westerly along the creek to the Old Corry Field Road centerline; thence southerly along the centerline of Old Corry Field Road to the center line of Wisteria Avenue; thence 300 feet easterly along the centerline of Wisteria Avenue; thence south to the centerline of Barrancas Avenue; thence west along the centerline of Barrancas Avenue to Line Oak Avenue; thence southerly along the centerline of Live Oak Avenue to Sunset Avenue; thence westerly along the centerline of Sunset Avenue to the western right-of-way line of Hallock Street thence 50 feet south and continue along the boundary of 502S30 7050-7-11, 140 feet to the shoreline of Davenport Bayou; thence meander along the northwest shoreline of Davenport Bayou to the centerline of Central Avenue right-of-way; thence westerly along the centerline of Central Avenue to the intersection of Second Avenue; thence south along the centerline of Second Avenue to the north boundary of Spinnaker Cove Planned Unit Development Plat as recorded in Plat Book 11, Page 96 in the records of Escambia County; thence southwestery approx. 346.58 feet to reference monument 839 as described on the plat as the centerline of First Street; thence south approximately 297.61 feet, along the length of the western boundary of Spinnaker Cove Plat to the shoreline of Bayou Grande; thence meander along the north shoreline and under the NAS Pensacola Bridge along the Bayou Grande shoreline until the Sunset Avenue Bridge; thence westerly along the centerline of Sunset Avenue to the west shoreline of Bayou Grande; thence meander south and then west along the Bayou Grande shoreline to a point lying directly south of the southwest corner of the vacated right-of-way of Winton Avenue (O.R. 288, Pg. 651); thence north on the bearing of the centerline of Winton Avenue to said southwest corner; thence northerly along the western boundary of said vacated right-of-way of Winton Avenue (O.R. 288, Pg. 651) to the southerly right-of-way of Selma Street; thence east along said southerly right-of-way of Selma Street to the centerline of Winton Street; thence northerly along the centerline of Winton Street to Grundy Avenue; thence westerly along the centerline of Grundy Street to Calhoun Street; thence northerly along the centerline of Calhoun Street to Gulf Beach Highway; thence westerly along the centerline of Gulf Beach Highway to Bainbridge Avenue; thence northeasterly along the centerline of Bainbridge Avenue to Eliasberg Street; thence easterly along the centerline of Eliasberg Street to South Fairfield Drive; thence northwesterly along the centerline of South Fairfield Drive to Jones Swamp Creek; thence easterly along the creek to New Warrington Road, continue along the western right-of-way line of New Warrington Road northward to the Doctor Farin Drive (Hwy.98) centerline and continue westerly along Doctor Farin Drive to the boundary of NTTCCorry Station; thence northward along the eastern boundary of said NTTCCorry Station to the point of beginning.

# CRA Brownfield Designations

## Exhibit A-2





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-749

Public Hearings Item #: 11.

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011

**Issue:** 5:32 pm Public Hearing - Permit Renewal - Longleaf C&D Disposal Facility

**From:** Patrick T. Johnson, Department Director

**Organization:** Solid Waste

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

5:32 p.m. Public Hearing Concerning the Renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility.

Recommendation: That the Board authorize the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Longleaf C&D Disposal Facility, located at 2023 Longleaf Drive, owned by Waste Management, Inc.

[Funding: Fund 401, Solid Waste, Account Number 343402]

**BACKGROUND:**

An application to renew a permit to operate in Escambia County was submitted to the Solid Waste Management Department by Waste Management, Inc., d/b/a Longleaf C& D Disposal Facility. This company has applied for a renewal of their permit to construct and operate a construction and demolition debris disposal facility.

The Escambia Code of Ordinances Chapter 82, stipulates that each entity must obtain a permit from the Solid Waste Management Department in order to operate an infill facility in Escambia County. The Department Director of Solid Waste Management has determined that the facility satisfies the permitting criteria for an infill facility. A copy of the proposed permit renewal is attached.

**BUDGETARY IMPACT:**

A Solid Waste Management Permit Application Fee of \$1,000.00 has been deposited into the Fund 401 Solid Waste, Account Number 343402.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has reviewed the application for form and accuracy by legal signoff.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Ordinance 2006-24, enacted March 16, 2006, requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

**IMPLEMENTATION/COORDINATION:**

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

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**Attachments**

Letter of Request

Original Application

Permit Co Atty Stamp



**WASTE MANAGEMENT**

6303 Da Lisa Road  
Milton, FL 32583  
(850) 623-4302  
(850) 469-0333 Fax

January 18, 2011

Ms. Sandra Prince Jennings, E.I.  
Director – Solid Waste Management  
Escambia County Florida  
13009 Beulah Road  
Cantonment, FL 32533-8831

**RE:    *Permit Renewal Application***  
***Longleaf C&D Disposal Facility***  
***Permit No: 2006-4-001CDD***

Dear Ms. Jennings:

Enclosed, please find two (2) originals of the Permit Renewal Application for the Longleaf C&D Disposal Facility.

We appreciate your assistance with the design and operation of this facility. If you have any questions concerning this submittal, please contact me at (850) 623-4302.

Sincerely,

A handwritten signature in blue ink that reads 'Brian E. Dolihite'. The signature is fluid and cursive.

Brian E. Dolihite  
Market Area Engineer

cc:       Pam LaCourse, WM  
         Eric Parker, WM

*From everyday collection to environmental protection, Think Green® Think Waste Management.*



ESCAMBIA COUNTY

DEPARTMENT OF SOLID WASTE MANAGEMENT

APPLICATION FOR A PERMIT TO CONSTRUCT,  
OPERATE, MODIFY OR CLOSE A  
CONSTRUCTION AND DEMOLITION DEBRIS  
OR LAND CLEARING DISPOSAL  
MANAGEMENT FACILITY

April 13, 2006

**Escambia County**  
**Department of Solid Waste Management**  
**APPLICATION FOR A PERMIT TO CONSTRUCT,**  
**OPERATE, MODIFY OR CLOSE A C&DD WASTE MANAGEMENT FACILITY**

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

- Regional
- Rural
- Infill
- Transfer
- Land Clearing Debris (LCD)

2. Type of application:

- Construction
- Operation
- Construction/Operation
- Closure

3. Classification of application:

- |   |  |
|---|--|
| <input type="checkbox"/> New                | <input type="checkbox"/> Substantial Modification  |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Intermediate Modification |
|   | <input type="checkbox"/> Minor Modification        |

4. Facility name: Longleaf C&D Disposal Facility

5. ID Number: 2006-4-001CDD

6. Facility location (main entrance): 2023 Longleaf Drive

Pensacola, FL 32505

7. Location coordinates:

Section: 41 Township: 1S Range: 30W

Latitude: 30 ° 29 ' 4 " Longitude: 87 ° 17 ' 0 "

8. Applicant name (operating authority): Longleaf C&D Disposal Facility, Inc.

Mailing address: 2023 Longleaf Drive, Pensacola, FL 32505

Street or P.O. Box City County Zip

Contact person: Pam LaCourse Telephone: (850) 623-4302



Title: District Manager Email: placours@wm.com

9. Authorized agent/consultant: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P.O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

10. Landowner (if different than applicant): \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street or P. O. Box City County Zip

Contact person: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

11. Date site will be ready to be inspected for completion: \_\_\_\_\_

12. Expected life of the facility: 33 years

13. Estimated costs:

Total Construction: \$ 492,000 Closing Costs: \$ 143,650

14. Anticipated construction starting and completion dates:

From: May 2006 To: December 2044

15. Expected volume or weight of waste to be received: 200 yds<sup>3</sup>/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

See documentation provided with original permit application

See documentation provided with original permit application

See documentation provided with original permit application

See documentation provided with original permit application

2. Facility site supervisor: Pam LaCourse

Title: District Manager Telephone: ( 850 ) 623-4302

Email: placours@wm.com

3. Disposal area: Total 27.2 acres; Used 9.3 acres; Available 17.9 acres

4. Security to prevent unauthorized use:  Yes  No

5. Charge for waste received: varies \$/yds<sup>3</sup> varies \$/ton

6. Surrounding land use, zoning:

<input checked="" type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Industrial
<input type="checkbox"/>	Agricultural	<input type="checkbox"/>	None
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Other Describe: _____

7. Types of waste received:

C & D debris  Land Clearing Debris

8. Attendant:  Yes  No Trained operator:  Yes  No

9. Spotters:  Yes  No Number of spotters used: 1

10. Site located in:  Floodplain  Wetlands  Other N/A

11. Property recorded as a Disposal Site in County Land Records:  Yes  
 No

12. Days of operation: Mon-Sat

13. Hours of operation: 7 AM- 5 PM

14. Days Working Face covered: Weekly

15. Elevation of water table: 55-62 Ft. (NGVD 1929)

16. Storm Water:

Collected: [] Yes [ ] No

Type of treatment: Detention/Infiltration

Name and Class of receiving water: No Discharge

17. Required submittals for issuance of permit.

a. Boundary survey signed and seal by a registered Florida surveyor.

b. Site Plan - Provide a site plan, at a scale not greater than 200 feet to the inch, which shows the facility location and identifies the proposed waste and final residue storage areas, total acreage of the site, and any other features which are relevant to the prohibitions or location restrictions such as water bodies or wetlands on or within 500 feet of the site, and potable water wells on or within 1000 feet of the site.

c. Operational Plan - Provide an operation plan for the facility which includes: (1) a description of general facility operations, the number of personnel responsible for the operations including their respective job descriptions, and the types of equipment that will be used at the facility; (2) procedures to ensure any unauthorized wastes received at the site will be properly managed; (3) a contingency plan to cover operation interruptions and emergencies such as fires, explosions, or natural disasters; (4) procedures to ensure operational records needed for the facility will be adequately prepared and maintained; and (5) procedures to ensure that the wastes and final residue will be managed to not be expected to cause pollution.

18. Development Review Committee process completed.

[ ] No [] Yes

Date: May 30, 2001

Project Number: \_\_\_\_\_

19. Development Order issued.

[ ] No [] Yes

Date: May 30, 2001

C. **CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER**

1. Applicant:

The undersigned applicant or authorized representative of Longleaf C&D Disposal Facility, Inc. is aware that statements made in this form and attached information are an application for a Construct/Operate C&D Disposal Facility Permit from the Department of Solid Waste Management and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2006-24 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

  
Signature of Applicant or Agent

6501 Greenland Road  
Mailing Address

David McConnell, MA VP  
Name and Title (please type)

Jacksonville, FL 32258  
City, State, Zip Code

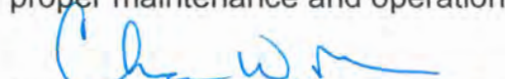
dmccconnell@wm.com  
E-mail address (if available)

( 904 ) 3701945  
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

  
Signature

240 Heritage Walk, Suite 103  
Mailing Address

Chanc W. Moore  
Name and Title (please type)

Woodstock, GA 30188  
City, State, Zip Code

cwmoore@terracon.com  
Email Address (if applicable)

67878  
Florida Registration Number  
(Please affix seal)

(770) 924-9799  
Telephone Number

01/12/2011  
Date



## **Solid Waste Management Department**

**13009 Beulah Road  
Cantonment, FL 32533  
Phone: 850.937.2160**

**Patrick T. Johnson, Department Director**

### **Permit to Construct and/or Operate a Construction and Demolition Debris Facility**

<b>Permittee:</b>	<b>Waste Management, Inc.</b>
<b>Facility Name:</b>	<b>Longleaf C&amp;D Disposal Facility</b>
<b>Facility Type:</b>	<b>In-fill facility as reclamation activity for borrow pits existing prior to September 16, 2004</b>
<b>File Number:</b>	<b>2006-4-001CDD</b>
<b>Original Date of Issue:</b>	<b>April 26, 2006</b>
<b>Renewal Date:</b>	<b>May 5, 2011</b>
<b>Expiration Date:</b>	<b>May 4, 2012</b>
<b>Development Review #:</b>	<b>41-1S-30-1000-000-000</b>
<b>Date:</b>	<b>05/30/2001</b>
<b>Total Acreage of Facility:</b>	<b>40 Acres</b>
<b>Total Area Licensed for Disposal:</b>	<b>40 Acres</b>

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This permit is issued under the provision of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Division of Solid Waste Management, hereinafter called Department, and made a part hereof and specifically described as follows:

To construct and operate a Construction and Demolition Debris disposal facility located on a 40-acre site on Longleaf Drive east of SR297 in Escambia County Florida. Operation of the facility shall be in accordance with the permit renewal application received on July 1, 2008 and the general and specific conditions required in this permit.

### **General Permit Conditions – All Facilities**

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are “permit conditions” and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.
4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.
5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.
6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
  - b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
  - c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:
  - a. A description of and cause of noncompliance, and
  - b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.
9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.
10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.
11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.
12. Permittee shall submit all comments or correspondence required by this permit to:

Patrick T. Johnson, Department Director  
Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [Pat\\_Johnson@co.escambia.fl.us](mailto:Pat_Johnson@co.escambia.fl.us)

Copy to:

Doyle O. Butler  
Engineering Project Coordinator  
Department of Solid Waste Management  
13009 Beulah Road  
Cantonment, FL 32533

Phone 850-937-2160  
E-mail [DOBUTLER@co.escambia.fl.us](mailto:DOBUTLER@co.escambia.fl.us)

## **Specific Permit Conditions – Infill Facilities**

### **1. Facility Setback.**

Footprint setback shall be a minimum of 100 feet from the property boundary and shall be maintained throughout the operational life of the facility. Setback shall be applicable to all permitted disposal areas including temporary storage and / or drop-off points, equipment storage or maintenance areas and entrance and exit points. Section 82.226. (3)(c).

### **2. Aerial and Vertical Height.**

Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (3)(d).

### **3. Fencing and Access Control.**

Fencing is required on all property boundaries. Any boundary that abuts developed property or a public road shall be fenced with a minimum of six (6) feet of wood or other Department approved material that prevents visible observation of the permitted disposal area. Vegetative buffering in sufficient quantity may be deemed a substitute for solid fencing. Entrance and exit points shall be equipped with gates and locks to prevent unauthorized access during periods when the facility is closed. Natural barriers may be used for access control in lieu of fencing where deemed appropriate by the Department. Section 82.227. (3)(a).

### **4. Cover Material and Application**

Cover shall be used at least bi-weekly on working faces in sufficient quantity and type to deprive debris of oxygen, to minimize the risk of fire and prevent emission of objectionable odors. Section 82.227. (3)(b).

### **5. Operational Hours**

Operations are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. and Saturday 7:00 a.m. to 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are prohibited on Thanksgiving, Christmas, New Year's Day and July 4<sup>th</sup>. Section 82.227. (3)(e).

### **6. Volume Reduction**

Volume reduction may *not* be accomplished by means of chipping, shredding, or otherwise processing the debris. Volume reduction may only occur by picking or removing recyclables from the waste stream prior to disposal. Section 82.227. (3)(d).

### **7. Dust Suppression.**

Active dust suppression is required to prevent dust migration off site. Section 82.227. (3)(f).

### **8. Nuisance**

No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.225 (cc) and Section 82.227. (3)(c).



- 9. Queuing**  
Queuing or staging of vehicles, containers, or equipment on public roads or rights of way is prohibited. Section 82.227. (3)(g).
- 10. Commercial General Liability Coverage**  
The Permittee shall maintain Commercial General Liability insurance with One Million Dollars (\$1,000,000.00) per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, product and completed operation, contractual liability and all additional requirements as specified in Section 86-233.
- 11. Litter, Sediment and Traffic Control; Road Maintenance.**  
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all litter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.
- Longleaf Drive and Kemp Road, .5 miles either side of facility entrance.
- 12. Abatement Procedures**  
Permittee shall consent to imposition of summary abatement procedures as hereinafter set forth in County Ordinance 2006-24, Section 82-240.
- 13. Required Reports**  
Permittee shall submit quarterly reports of tonnage of material received, average number of disposal vehicles enter the facility per month and remaining capacity.
- 14. Permit Renewals**  
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is 2006-04-001CDD. Please cite this number on all reports and correspondence concerning this facility. The Department telephone number for reporting emergencies is:

Monday – Friday: 850.937.2160

Weekends/Holidays: 850.937.2182

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

BOCC Authorization Date: \_\_\_\_\_

Permit Issue Date: May 05, 2011

Permit Expiration Date: May 04, 2012

Issuing Officer: Patrick T. Johnson  
Department Director, Solid Waste Management

This document approved as to form  
and legal sufficiency  
By \_\_\_\_\_  
Title ASST. COUNTY ATTORNEY  
Date APRIL 11, 2011

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**AI-724**

**Item #: 12. 1.**

**BCC Regular Meeting**

**Meeting**

**Date:** 05/05/2011

**Issue:** Acceptance of Reports

**From:** Doris Harris

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**Information**

**Recommendation:**

**Recommendation Concerning Acceptance of Reports Prepared by the Clerk of the Circuit Court & Comptroller's Finance Department**

That the Board accept, for filing with the Board's Minutes, the following Reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditures for Pay Date April 29, 2011, in the amount of \$1,865,554.78; and

B. The following two Disbursements of Funds:

(1) April 14, 2011, to April 20, 2011, in the amount of \$2,288,691.35; and

(2) April 21, 2011, to April 27, 2011, in the amount of \$3,844,871.70.

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**Attachments**

**20110505 CR I-1**



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◇ AUDITOR ◇ ACCOUNTANT ◇ EX-OFFICIO CLERK TO THE BOARD ◇ CUSTODIAN OF COUNTY FUNDS ◇

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Payroll Expenditures of the  
 Board of County Commissioners

Pay Date: April 29, 2011

Check No:	\$0.00
Direct Deposits:	\$1,221,858.84
Total Deductions and Matching Costs:	\$643,695.94
Total Expenditures:	\$1,865,554.78

2011 APR 28 P 4: 24  
 THE BOARD OF  
 COUNTY COMMISSIONERS  
 ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◊ AUDITOR ◊ ACCOUNTANT ◊ EX-OFFICIO CLERK TO THE BOARD ◊ CUSTODIAN OF COUNTY FUNDS ◊

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

04/14/11 to 04/20/11

DISBURSEMENTS

Computer check run of:

04/20/11

\$ 2,190,322.91

L-Vendor

\$ 55,605.40

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Preferred Governmental Claims \$ 37,816.27

Credit Card Purchases \$ 4,946.77

Total Disbursement by Wire

\$ 42,763.04

TOTAL DISBURSEMENTS

\$ 2,288,691.35

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2011 APR 21 P 12:16  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FLORIDA



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◊ AUDITOR ◊ ACCOUNTANT ◊ EX OFFICIO CLERK TO THE BOARD ◊ CUSTODIAN OF COUNTY FUNDS ◊

FINANCE  
 JURY ASSEMBLY  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

Escambia County, Florida  
 Disbursement of Funds From:

04/21/11 to 04/27/11

DISBURSEMENTS

Computer check run of:

04/27/11

\$ 3,144,029.24

L-Vendor

\$ 0.00

Hand-Typed Checks:

\$ 0.00

Disbursement By Wire:

Debt Service Payment	\$ <u>0.00</u>
Elected Official	\$ <u>0.00</u>
Preferred Governmental Claims	\$ <u>16,371.87</u>
Dental Insurance	\$ <u>0.00</u>
Credit Card Purchases	\$ <u>12,399.22</u>
Other                      Veolia Transportation	\$ <u>672,071.37</u>

Total Disbursement by Wire

\$ 700,842.46

TOTAL DISBURSEMENTS

\$ 3,844,871.70

The detailed backup to this Report is available for review in the Clerk's Finance Department. If you have any questions, please call Cheryl Maher, Clerk's Finance Division at (850) 595-4841.

Pursuant to Chapter 136.06 (1), Florida Statutes, the Disbursement Report will be filed with the Board's Minutes.

2011 APR 28 4:32 PM  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FLORIDA



**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**AI-727**

**Item #: 12. 2.**

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011

**Issue:** Write-Off Accounts Receivable

**From:** Doris Harris

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**Information**

**Recommendation:**

**Recommendation Concerning Write-Off Accounts Receivable**

That the Board adopt the Resolution authorizing the write-off of \$93,767.50 in returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

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**Attachments**

**20110505 CR I-2**



EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
 APPEALS DIVISION  
 ARCHIVES AND RECORDS  
 CENTURY DIVISION  
 CHILD SUPPORT  
 CLERK TO THE BOARD  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 COURT DIVISION  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW

**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

\* AUDITOR • ACCOUNTANT • EX-OFFICIO CLERK TO THE BOARD • CUSTODIAN OF COUNTY FUNDS \*

FINANCE  
 JURY MANAGEMENT  
 GUARDIANSHIP  
 HUMAN RESOURCES  
 JUVENILE DIVISION  
 MARRIAGE  
 MENTAL HEALTH  
 MANAGEMENT INFORMATION SYSTEMS  
 OFFICIAL RECORDS  
 ONE STOP  
 OPERATIONAL SERVICES  
 PROBATE DIVISION  
 TRAFFIC DIVISION  
 TREASURY

**MEMORANDUM**

**TO:** Honorable Board of County Commissioners

**FROM:** Ernie Lee Magaha  
 Clerk of the Circuit Court & Comptroller

By: Patricia L. Sheldon  
 Patricia L. Sheldon, CPA, CGFO, CPFO, CPFIM  
 Administrator for Financial Services  
 Clerk of the Circuit Court & Comptroller

**DATE:** April 18, 2011

**SUBJECT:** Write Off Accounts Receivables

2011 APR 18 P 2:48  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY FL

**RECOMMENDATION:**

That the Board adopt the Resolution authorizing the write off of **\$93,767.50** in returned checks and account receivables in various funds of the County that have been determined to be uncollectible bad debts.

**DISCUSSION:**

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 of returned checks and other receivables from various receivable accounts as detailed in the attached listing. All phases of the collection process have been attempted and have been determined to be uncollectible.

PLS/nac

Attachment



RESOLUTION R2011-

**WHEREAS**, certain returned checks and other receivables totaling \$93,767.50 are owed to the various funds of Escambia County for services furnished to the persons named on the list which is attached hereto (Attachment "A") and made a part hereof by reference and have been determined to be uncollectible bad debts.

**WHEREAS**, diligent efforts have been made to collect the amounts as shown on the attached list.

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

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

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

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White  
Chair

ATTEST:

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

Adopted:

5/5/2011  
CR I-2



### INTER-OFFICE MEMORANDUM

**TO:** Lorraine Hudson, Treasury/Payroll Supervisor  
**FROM:** Ernie Lee Magaha  
Clerk of the Circuit Court  
**By:** Harold W. Coats  
Harold W. Coats

**DATE:** April 18, 2011

**SUBJECT:** Returned Checks and Receivables Write-Off  
Ended 03/31/11

The following is a list of all outstanding returned checks greater than 120 days old and uncollectible receivables at March 31, 2011.

<u>Name</u>	<u>Date of Return</u>	<u>Fund</u>	<u>Amount</u>
Moore, Helen L.	11/29/2010	167	\$ 50.00
<b>Total Checks</b>			<b>\$ 50.00</b>
Uncollectible Account		112	\$66,643.50
Uncollectible Account		152	\$20,168.75
Uncollectible Account		175	\$ 324.00
Uncollectible Account		352	\$ 6,581.25
<b>Total Receivables</b>			<b>\$93,717.50</b>

<b>Grand Total</b>	<b>\$93,767.50</b>
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**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**AI-725**

**Item #: 12. 3.**

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011

**Issue:** Acceptance of Documents

**From:** Doris Harris

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**Information**

**Recommendation:**

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

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

A. The original DEP Agreement No. G0275, Amendment No. 1, as executed by the Chairman on March 17, 2011, based on the Board's November 5, 2009, approval of Agreement No. G0275, for the Bayou Chico/Jones Creek Stormwater Retrofit Project; and

B. The original DEP Agreement No. G0281, Amendment No. 1, as executed by the Chairman on March 17, 2011, based on the Board's January 7, 2010, approval of Agreement No. G0281, for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project.

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**Attachments**

**20110505 CR I-3**

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

14. Authorizing the County to piggyback off of the Houston Galveston Area Cooperative Contract Number HT 11-07, in accordance with the Escambia County Code of Ordinances, Chapter 46, Article II, and awarding a Purchase Order to Santex Truck Center, LTD, in the amount of \$72,355, for the purchase of a freight van for the Fire Division (Funding: Fund 352, Local Option Sales Tax III, Cost Center 330228, Fire Services Capital Projects, Object Code 56401, Machinery and Equipment).
15. Awarding a Contract for PD 08-09.110, "Uniform Purchase Contract," to Azar's Uniforms and At Work Uniforms, in the annual amount of \$109,000 each; the term of this Contract is 12 months, with two options for 12-month extensions, for a maximum of 36 months (Funding: Fund 401, Solid Waste Fund, Object Code 55201, Cost Centers 220601, 220602, 220603, and 220604; Fund 408, Emergency Medical Services Fund, Object Code 55201, Cost Center 330302; and Fund 143, Fire Protection Fund, Object Code 55201, Cost Center 330206).
16. Awarding a one-year extension for Contract PD 07-08.116, for \$4,000,000 per year, effective October 1, 2009, to Cougar Oil, Inc., d/b/a Southern Energy, Inc., for gasoline and diesel fuel, under the same terms and conditions, for Fiscal Year 2009-2010 (Funding: Fund 501, Internal Service Fund, Cost Center 210407, Account 55201).
17. Taking the following action concerning the State of Florida Grant Agreement between the State of Florida Department of Environmental Protection and the Escambia County Board of County Commissioners, from the Florida Department of Environmental Protection (DEP) (Funding: Fund 110, Other Grants and Projects; new Cost Center; \$580,000 in-kind match):



- A. Approving the State of Florida Grant Agreement, DEP Agreement No. G0275, from the Florida Department of Environmental Protection, in the amount of \$850,000, for the Bayou Chico/Jones Creek Stormwater Retrofit Project; and
- B. Authorizing the Chairman to sign the Agreement and all subsequent Grant-related documents including no-cost extensions.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-16. Approval of Various Consent Agenda Items – Continued

13. Taking the following action concerning approval of the Escambia Consortium 2009 Annual Action Plan for Housing and Community Development by the U.S. Department of Housing and Urban Development (HUD) and the award of \$3,987,838 in 2009 HUD funds:
  - A. Acknowledging, for the Official Record, approval of the Escambia Consortium 2009 Annual Action Plan by the U.S. Department of Housing and Urban Development, and accept the award of the 2009 Annual Action Plan detailing use of 2009 Community Development Block Grant (CDBG) funds, in the amount of \$2,101,113; 2009 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,795,021; and 2009 Emergency Shelter Grant Program (ESG) funds, in the amount of \$91,704; and
  - B. Ratifying the County Administrator's execution of CDBG, HOME, and ESG Grant Agreements, as required by HUD, and authorizing the Chairman or County Administrator, as appropriate, to execute all Grant-related documents as required to receive and implement the 2009 CDBG, 2009 HOME, and 2009 ESG Programs.
  
14. Taking the following action concerning the State of Florida Grant Agreement between the State of Florida Department of Environmental Protection and the Escambia County Board of County Commissioners, from the Department of Environmental Protection (DEP) (Funding: Fund 110, Other Grants Projects; new Cost Center; \$450,000 in-kind match):
  - A. Approving the State of Florida Grant Agreement, DEP Agreement No. G0281, from the Florida Department of Environmental Protection, in the amount of \$630,000, for the Jones Creek East Stream Restoration and Wetland Stormwater Treatment Project; and
  - B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents, including no-cost extensions.





**ERNIE LEE MAGAHA**  
**CLERK OF THE CIRCUIT COURT AND COMPTROLLER**  
**ESCAMBIA COUNTY, FLORIDA**

◆ AUDITOR ◆ ACCOUNTANT ◆ EX-OFFICIO CLERK TO THE BOARD ◆ CUSTODIAN OF COUNTY FUNDS ◆

**AI-728**

**Item #: 12. 4.**

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011

**Issue:** Minutes and Reports

**From:** Doris Harris

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**Information**

**Recommendation:**

**Recommendation Concerning Minutes and Reports**

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

- A. Approve the Minutes of the Regular Board Meeting held April 21, 2011;
- B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held April 21, 2011; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held April 12, 2011.

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**Attachments**

**20110505 CR I-4**

REPORT OF THE AGENDA WORK SESSION  
HELD APRIL 21, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:01 a.m. – 10:41 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Grover C. Robinson, IV, District 4  
Commissioner Gene M. Valentino, District 2  
Commissioner Marie K. Young, District 3  
Mr. Charles R. "Randy" Oliver, County Administrator  
Mrs. Alison Rogers, County Attorney  
Mrs. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Mrs. Shirley L. Gafford, Program Coordinator, County Administrator's Office  
Mrs. Doris Harris, Deputy Clerk to the Board

1. FOR INFORMATION: The agenda package for the 5:30 p.m., April 21, 2011, Regular Board Meeting, was reviewed as follows:
  - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Gordon Pike, Director, Corrections Department, reviewed the agenda cover sheet;
  - B. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services, reviewed the Clerk's Report;
  - C. County Administrator Oliver; Shirley L. Gafford, Program Coordinator, County Administrator's Office, Joy D. Blackmon, P.E., Director, Public Works Department, Keith Wilkins, Director, Community & Environment Department, Patrick "Pat" Johnson, Director, Solid Waste Management, Amy Lovoy, Director, Management and Budget Services Department, Michael Rhodes, Director, Parks and Recreation Department, and David Wheeler, Deputy Department Director, Facilities Management Branch, Public Works Department, reviewed the County Administrator's Report, and County Administrator Oliver presented a PowerPoint Presentation relating to Item III-2, reprioritization of Local Option Sales Tax funds;
  - D. County Attorney Rogers reviewed the County Attorney's Report; and
  - E. County Administrator Oliver and Gordon Pike, Director, Corrections Department, reviewed Commissioner White's add-on item.

NAME

DEPARTMENT/AGENCY

1	Jay D. Ober	PW
2	Deann Tubru	BCC 2
3	Bucky Angstrom	BCC-4
4	Dawn Locke	BCC Dist. 5
5	Pam Allen	Ept
6	Keith Williams	C&E
7	Randy Wicker	NERO
8	Pat Okura	DCWM
9	Susan Holt	C&E/SUM
10	JASON RIDLEY	ATKINS
11	Wes Moreno	P/W
12	Matt Moorenham	Engineering Etc
13	LARRY NENSON	Admin
14	Michael Rhodes	Parks/Res
15	Sandra Slay	Env. Enforce.
16	<del>Ronda</del> <del>Lee</del>	B/C
17	ANTONIO Lee	TCS Management SVC
18	DAN Gilmore	RGB Development
19	Lillian King	Molino M-C Historical Soc.
20	Mariad Mobley	" " " "
21	Brenda Mason	" " " "
22	Ruth Gordon	" " " "
23	Ron & Lis Barber	
24	Grace Lopez	Molino M-C Historical Soc.
25	Marilyn Wesley	DCA
26	Theo Letman	ECA
27	Bob Dennis	MBS/Purchasing
28	Quowed	MOBILE MET
29	MIKE WETTER	PS
30	Paul	HR



NAME

DEPARTMENT/AGENCY

1	Dario Muzzetta	IT
2	LARRY BOONWAL	PIU
3	Claudia Sumner	Purchasing
4	Greg Allen	Atkins
5	Patty Clinger	ECAT
6	Chris Westbrook	ECAT
7	Chae WOOD KERR	DS
8	Jelaine Brunzell	BCC-PI
9	Jennie Rye	PNS
10	Sonya Dained	PIO
11	Cam Johnson	PIO
12	Brandi Ziglar	PIO
13	Cheryl Finley	CMO
14	Cheryl Gault	PGF
15	Jeff Korman	Atkins
16	Jason Kashley	Sigma
17	Charlie Corraler	GLS
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DEPARTMENT/AGENCY

1	<i>[Signature]</i>	City Atty
2	<i>Draine Dimpia</i>	" " Office
3	<i>Tom [Signature]</i>	BCC
4	<i>Marie Young</i>	BCC
5	<i>Paul Valentin</i>	BCC
6	<i>Wilson Robertson</i>	BCC
7	KEVIN WHITE	BCC
8	SHIRLEY SAFFORD	CAO
9	RANDY OLIVER	CAO
10	Doris Harris	Clerk to the Board
11	Patty Sheldon	Clerk + Comptroller Finance
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD APRIL 12, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:04 a.m. – 11:54 a.m.)

Present: Commissioner Kevin W. White, Chairman, District 5  
Commissioner Wilson B. Robertson, Vice Chairman, District 1  
Commissioner Grover C. Robinson, IV, District 4  
Commissioner Gene M. Valentino, District 2  
Commissioner Marie K. Young, District 3  
Mrs. Lisa N. Bernau, Chief Deputy Clerk, representing the  
Honorable Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller  
Mr. Charles R. "Randy" Oliver, County Administrator  
Mrs. Alison Rogers, County Attorney  
Mrs. Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services  
Mrs. Shirley L. Gafford, Program Coordinator, County Administrator's Office  
Mrs. Doris Harris, Deputy Clerk to the Board

AGENDA NUMBER

1. Call To Order

Chairman White called the Committee of the Whole (C/W) to order at 9:04 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 April 9, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule April 11, 2011 – April 15, 2011, Legal No. 1517964.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Presentation by Escambia County Sheriff's Office

A. Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Escambia County Sheriff's Office – Board Presentation*, presented by the Honorable David Morgan, Sheriff; and

B. Board Direction – None.

Speaker(s):

Henrique Dias

4. Discussion Concerning Use of the Theo Baars Field

A. Discussion – The CW discussed staff's recommendation, *Option A* or *Option B*, outlined in the PowerPoint Presentation, which was provided in hard copy, entitled, *Perdido Bay Youth Sports Association (PBYSA) Participation Report and the Recommendation for the Future of Baars Field*, as follows:

- (1) *Option A – Allow a private organization the use of the Baars Field property pending improvements are made by the organization to access and parking. These improvements must meet and follow the DRC (Development Review Committee) process; or*
- (2) *Option B – Develop a private partnership for the maintenance and general upkeep of Baars Field. Request parking and access management improvement be implemented through the DRC process. If other recreation or athletic uses are suggested, remove current infrastructure of lights, fences, and dugouts and make park an open grass field for multiple uses. The County does not have the staff or funding to maintain the property; and*

(Continued on Page 3)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

4. Continued...

- B. Board Direction – The C/W recommends that the Board approve, with respect to the County's Agreements under Baars Field, located on Sorrento Road, that no transaction for the transfer of that County-owned property will occur until the YMCA and its representatives come forward, within two years, with a feasibility study to determine whether the YMCA should be located at the site, and allow the County to go forward with an Agreement at that point, subject to their willingness to develop the site, with ingress/egress to meet current transportation requirements at the time *(of development)* and that egress be favored to Gulf Beach Highway

**Recommended 5-0**

5. Discussion Concerning Saufley Field C&D Landfill

- A. Discussion – The C/W discussed Saufley Field C&D Landfill, and the C/W:

- (1) Was advised by County Administrator Oliver that:

- (a) The County has been advised by DEP (*Department of Environmental Protection*) that the waste from Saufley C&D Landfill can be disposed of in a C&D (*Construction & Demolition*) landfill;
- (b) Rolling Hills C&D Debris Facility and the C&D landfill owned by Waste Management, Inc., are the two properly permitted and licensed landfills that staff would recommend for consideration of this project; and
- (c) The approximate cost to dispose of the Saufley Landfill waste in a lined landfill is \$30.00 per cubic yard, and the approximate cost to dispose of the waste in a C&D landfill is \$2.50-\$3.00 per cubic yard;

- (2) Was advised by Commissioner Young that she has concerns regarding DEP's decision to allow disposal of the waste from Saufley Field in a C&D landfill as opposed to a lined landfill, as well as the level of contamination of the waste; and

(Continued on Page 4)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

5. Continued...

A. Continued...

- (3) Was advised by Commissioner Robertson that he has been assured that every precaution will be taken necessary to ensure the health and safety of the citizens in the vicinity of the Saufley Landfill and the landfill at which the waste will be disposed of; i.e., water and air monitoring, waste monitoring, and overnight covering of disturbed waste; and

B. Board Direction – None.

6. Renovation of Board Chambers

- A. Discussion – The CWV viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *BCC Chambers Renovation*, presented by Sonya Daniel, Public Information Office, and was advised by Commissioner White that the Board's consensus is to authorize staff to explore options regarding upgrading the voting system located in the Board's Chambers; and

B. Board Direction – None.

7. Review Internal Communications Policy and Consider Updates to Escambia County Television Policy

- A. Discussion – The CWV viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *ECTV Policy Updates*, presented by Sonya Daniel, Public Information Office, and the CWV:

- (1) Heard a motion from Commissioner Robinson, with no second, that each Commissioner have no more than one hour of programming time per month; and
- (2) Was advised by County Administrator Oliver that staff will present a revised Policy for the Board's consideration at the first (*Regular Board*) Meeting in May; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. Gulf Beach Highway and Olive Road Corridor Presentation

- A. Discussion – The CW discussed a PowerPoint Presentation, which was provided in hard copy, entitled, *Escambia County – Olive Road Corridor (From Palafox Street to Scenic Highway) Engineer and Planning Project and Management Report*; and
- B. Board Direction – The CW recommends that the Board accept *(the transfer of jurisdictional control of) Olive Road and (State Road) 292 (from the State of Florida to Escambia County)*.

**Recommended 5-0**

Speaker(s):

Ben Foust  
Jim Hagen

9. Obtaining Easements on Perdido Key for Maintenance of FEMA Berms/Dunes, Emergencies, etc.

- A. Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Obtaining Easements on Perdido Key for Maintenance of FEMA Berms/Dunes and Beach Renourishment*, presented by Tim Day, Water Quality & Land Management Division, Community & Environment Department; and
- B. Board Direction – The CW recommends that the Board authorize staff to proceed with the recommendation in the PowerPoint Presentation, specifically, *(to obtain 12- to 15-year easements to property) between the Perdido Key State Park and Johnson Beach*.

**Recommended 5-0**

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

10. Notice Provisions for Municipal Services Benefit Units and Municipal Services Benefit Unit Lien Collection

A. Discussion – The C/W discussed Notice Provisions for Municipal Services Benefit Units and Municipal Services Benefit Unit (MSBU) Lien Collection, and the C/W:

- (1) Heard an explanation from Amy Lovoy, Director, Management and Budget Services Department, of the process in which Pensacola Beach residents are noticed for unpaid MSBU assessments; and
- (2) Was advised by Commissioner Robinson that he believes the cost of sending notification to Pensacola Beach residents whose MSBU assessments are past due, prior to filing a lien, would be minimal; and

B. Board Direction – The C/W recommends that the Board authorize staff, at the appropriate time, to send notification letters to Pensacola Beach residents, whose Municipal Services Benefit Unit assessments are past due, that liens are subject to be filed against their properties.

**Recommended 5-0**

11. Discussion of Structure as it Relates to Pensacola Beach if Property is Transferred to Fee Simple

A. Discussion – The C/W discussed structure as it relates to Pensacola Beach if property is transferred to Fee Simple, and the C/W:

- (1) Was advised by County Attorney Rogers that Congressman Jeff Miller continues to be supportive of Escambia County's proposed "Fee Simple Bill"; however, the County is still in need of a Senate sponsor;

(Continued on Page 7)



REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

11. Continued...

(2) Was further advised by County Attorney Rogers that the Pensacola Beach Advocates (PBA) has requested that the Board consider adopting a *Proposed Resolution*, as provided in the backup; furthermore, the PBA requests that the Board acknowledge the following four items as the Board's intent (*if the Pensacola Beach property is transferred to Fee Simple*):

(a) *Wherever possible, fee simple title will be offered directly to sub-lessees;*

(b) *Lease fees will be eliminated for all leaseholders, including those who do not accept fee simple title;*

(c) *The Santa Rosa Island Authority or similar entity will be maintained to provide the current level of service in the areas of public safety, maintenance, and recreational promotion; and*

(d) *There is no intention to amend the Pensacola Beach portion of the Escambia County Master Plan, rezone residential lots for commercial or condominium development, or alter the residential building cap; and*

B. Board Direction – The C/W recommends that the Board authorize staff to proceed with drafting a Resolution that includes the four items indicating the Board's intent, as listed in the *Pensacola Beach Advocates (PBA) Fee Simple Title, Proposed Resolution*, relative to transfer of fee simple title to Pensacola Beach leaseholders.

**Recommended 5-0**

12. Protection for Code Enforcement and Special Risk Standards

A. Discussion – The C/W discussed Protection for Code Enforcement and Special Risk Standards, and the C/W:

(1) Upon inquiry from Commissioner Valentino, was advised by County Attorney Rogers that a request to change the statutory limitations concerning Code Enforcement Officers carrying firearms can be included on the County's "Legislative wish list" for the next Legislative Session;

(Continued on Page 8)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

12. Continued...

A. Continued...

- (2) Was advised by the Honorable David Morgan, Sheriff, that he will not support deputizing Escambia County Code Enforcement Officers;
- (3) Upon inquiry from Commissioner Robertson, was advised by County Attorney Rogers that, in her opinion, if the County's Code Enforcement Officers were to complete all of the appropriate training required for a concealed weapon permit, the Officers could carry a concealed weapon, only in compliance with all of the State regulations; furthermore, the County would have to amend its personnel policies for both having weapons in the workplace and in County vehicles; and
- (4) Was advised by Gordon Pike, Director, Corrections Department, that all of the County's Code Enforcement Officers have gone through Corrections Officer training and are Law Enforcement certified; and

B. Board Direction – The C/W recommends that the Board authorize the County Administrator and the County Attorney to develop a concealed weapon policy for Code Enforcement.

**Recommended 5-0**

13. Adjourn

Chairman White declared the C/W Workshop adjourned at 11:54 a.m.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-693** **Growth Management Report** Item #: 12. 1.

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011  
**Issue:** Review of the Rezoning Cases heard by the Planning Board on April 11, 2011  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on April 11, 2011

That the Board take the following action concerning the rezoning cases heard by the Planning Board on April 11, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-06 and Z-2011-07 or remand the case(s) 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(s) that were reviewed.

**1. Case No.: Z-2011-06**

**Location:** 1836 E. Olive Rd, 1832 E. Olive Rd, 8240 Whitmire Dr, 1716 E. Olive Rd and two properties along Whitmire Drive

**Property Reference No.:** 18-1S-30-3304-000-000  
18-1S-30-3305-000-000  
18-1S-30-3204-000-001  
18-1S-30-3304-000-001  
18-1S-30-3309-000-004  
18-1S-30-3204-000-002

**Property Size:** 46.63 (+/-) acres

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

**To:** C-1, Retail Commercial District (cumulative) (25 du/acre)

**FLU Category:** MU-U, Mixed Use-Urban

**Commissioner District:** 5

**Requested by:** Bobby B. Price, Agent for  
Olive Baptist Church and Ministry Village at Olive, Inc., Owners

Planning Board Recommendation: Approval  
Speakers: Bobby B. Price, Agent

**2. Case No.: Z-2011-07**

Location: 30 Block & 35 Mason Lane  
Property Reference No.: Portions of 47-1S-30-1101-030-004 & 47-1S-30-1101-008-001  
Property Size: 3.56 (+/-) acres  
From: R-6, Neighborhood Commercial and Residential District (cumulative), High Density (25 du/acre) & C-1, Retail Commercial District (cumulative) (25 du/acre)  
To: ID-CP, Commerce Park District (cumulative)(no residential uses allowed)  
FLU Category: MU-U, Mixed Use-Urban  
CRA/Overlay: Palafox CRA & Brownsfield Overlay  
Commissioner District: 3  
Requested by: Wiley C. "Buddy" Page, Agent for Mabel M. Kirkland, Life Estate; Darron and Cynthia Cunningham, Owners  
Planning Board Recommendation: Approval  
Speakers: Wiley C. "Buddy" Page, Agent  
Kenneth Boswell, Jr  
Kenneth Boswell, Sr  
Vernon Donaldson  
Cynthia Cunningham  
Derron Cunningham  
Zenova Hahn

**BACKGROUND:**

The above cases were owner initiated and heard at the April 11, 2011 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 cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

**BUDGETARY IMPACT:**

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

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The recommended order is the result of deliberations by the Planning Board based on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

**IMPLEMENTATION/COORDINATION:**

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board.

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**Attachments**

Z-2011-06

Z-2011-07

**Z-2011-06**

PLANNING BOARD REZONING HEARINGS - APRIL 11, 2011

IN AND FOR ESCAMBIA COUNTY, FLORIDA  
 ESCAMBIA COUNTY PLANNING BOARD

Quasi-judicial proceedings held before the  
 Escambia County Planning Board, on Monday, April 11, 2011,  
 at the Escambia County Central Office Complex, 3363 West  
 Park Place, First Floor, Pensacola, Florida commencing at  
 8:30 a.m.

APPEARANCES

PLANNING BOARD:

WAYNE BRISKE, CHAIRMAN (not present)  
 TIM TATE, VICE CHAIRMAN  
 DOROTHY DAVIS  
 STEVEN BARRY  
 R. VAN GOODLOE  
 KAREN SINDEL  
 ALVIN WINGATE  
 PATTY HIGHTOWER, SCHOOL BOARD MEMBER (not present)  
 STEPHANIE ORAM, NAVY REPRESENTATIVE  
 STEPHEN WEST, ASSISTANT COUNTY ATTORNEY

DEVELOPMENT SERVICES BUREAU:

HORACE JONES, DIVISION MANAGER, LONG RANGE PLANNING  
 LYNETTE HARRIS, URBAN PLANNER, DEVELOPMENT SERVICES  
 KAREN SPITSBERGEN, OFFICE ASSISTANT  
 GENERAL PUBLIC

REPORTED BY: LINDA V. CROWE, COURT REPORTER

PROCEEDINGS

1 MR. TATE: Good morning. Welcome to the  
 2 Escambia County Planning Board and Rezoning. We're  
 3 going to call the meeting to order. I would like to  
 4 ask Mr. Wingate to give us the Invocation and the  
 5 Pledge.  
 6 (Invocation and Pledge of Allegiance.)  
 7 MR. TATE: Do we have Proof of Publication?  
 8 MS. SPITSBERGEN: Yes, sir. The meeting was  
 9 advertised in the March 25th Pensacola News Journal.  
 10 MR. TATE: Did the publication meet all the  
 11 legal requirements?  
 12 MS. SPITSBERGEN: Yes, sir, it did.  
 13 MR. TATE: The Chair will entertain a motion to  
 14 waive the reading of the legal advertisement.  
 15 MR. BARRY: So moved.  
 16 MS. DAVIS: Second.  
 17 MR. TATE: All those in favor?  
 18 (Board members vote.)  
 19 MR. TATE: Opposed?  
 20 (None.)  
 21 MR. TATE: The motion passes.  
 22 (The motion passed unanimously.)  
 23 MR. TATE: At this hearing the Planning Board  
 24 is acting under its authority to hear and make  
 25

TAYLOR REPORTING SERVICES, INCORPORATED

I N D E X

	<u>Page</u>
1	
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4	8
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TAYLOR REPORTING SERVICES, INCORPORATED

1 recommendations to the Board of County Commissioners  
 2 on rezoning applications. These hearings are  
 3 quasi-judicial in nature. Quasi-judicial hearings  
 4 are like evidentiary hearings in a court of law,  
 5 however, less formal.  
 6 All testimony will be given under oath and  
 7 anyone testifying before the Planning Board may be  
 8 subject to cross-examination.  
 9 All documents and exhibits that the Planning  
 10 Board considers will be entered into evidence and  
 11 made part of the record.  
 12 Opinion testimony will be limited to experts  
 13 and closing arguments will be limited to the  
 14 evidence in the report.  
 15 Before making a decision, the Planning Board  
 16 will consider the relevant testimony, the exhibits  
 17 entered into evidence and the applicable law.  
 18 Each individual who wishes to address the  
 19 Planning Board must complete a speaker request form  
 20 and submit it to the Planning Board clerk. These  
 21 forms are located at the back of the commission  
 22 chamber. You will not be allowed to speak until we  
 23 receive a completed form. Please note that only  
 24 those individuals who are present and give testimony  
 25 at this hearing before the Planning Board will be

TAYLOR REPORTING SERVICES, INCORPORATED

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1 allowed to speak at the subsequent hearing before  
 2 the Board of County Commissioners. No new evidence  
 3 can be presented at the Board of County  
 4 Commissioners meeting; therefore, all testimony and  
 5 evidence must be presented today.  
 6 The Planning Board will provide a  
 7 recommendation for each zoning request to the Board  
 8 of County Commissioners, which will review the  
 9 testimony, documents and exhibits, consider the  
 08:38 10 closing arguments and make a final decision. All  
 11 decisions by the Board of County Commissioners are  
 12 final.  
 13 Anyone who wishes to seek judicial review of  
 14 the decision of the Board of County Commissioners  
 15 must do so in a court of competent jurisdiction  
 16 within 30 days of the date the County Commission  
 17 approves or rejects the recommended order of the  
 18 Planning Board.  
 19 All written or oral communications outside this  
 08:38 20 hearing with members of the Planning Board regarding  
 21 a matter under consideration today are considered  
 22 ex parte' communications. Ex parte' communications  
 23 are presumed prejudicial under Florida law and must  
 24 be disclosed as provided in Board of County  
 25 Commission Resolution Number 96-13. As each case is  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 heard, the Chair will ask that any Board member who  
 2 has been involved in any ex parte' communication to  
 3 please identify themselves and describe the  
 4 communication.  
 5 As required by Section 2.08.2.D of the Escambia  
 6 County Land Development Code, the Planning Board's  
 7 recommendation to Board of County Commissioners  
 8 shall include consideration of the following six  
 9 criterion:  
 08:39 10 Consistency with the Comprehensive Plan.  
 11 Whether the proposed amendment is consistent with  
 12 the Comprehensive Plan.  
 13 Consistency with the code. Whether the  
 14 proposed amendment is in conflict with any portion  
 15 of the Land Development Code and is consistent with  
 16 the stated purpose and intent of the Land  
 17 Development Code.  
 18 Compatibility with surrounding uses. Whether  
 19 and the extent to which the proposed amendment is  
 08:39 20 compatible with the existing and proposed uses in  
 21 the area of the subject property.  
 22 Changed conditions. Whether and the extent to  
 23 which there are any changed conditions that impact  
 24 the amendment or properties.  
 25 Effect on the natural environment. Whether and  
 TAYLOR REPORTING SERVICES, INCORPORATED

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1 the extent to which the proposed amendment would  
 2 result in significant adverse impacts on the natural  
 3 environment.  
 4 Development patterns. Whether and the extent  
 5 to which the proposed amendment would result in a  
 6 logical and orderly development pattern.  
 7 At the beginning of each case as long as there  
 8 are no objections from the applicant, we will allow  
 9 staff to briefly present the location and zoning  
 08:40 10 maps for the property.  
 11 Next we will hear from the applicant and any  
 12 witness that he or she may wish to call. Then we  
 13 will hear from the staff and any witness they may  
 14 wish to call. Finally, we will hear from members of  
 15 the public who have filed a speaker request form.  
 16 Swearing in the staff and acceptance of anybody  
 17 as an expert witness. Does anybody else need to be  
 18 qualified today? We're good? Okay.  
 19 (County staff sworn.)  
 08:40 20 MR. TATE: The Board has -- you've been  
 21 qualified before, Lynette; is that correct?  
 22 MS. HARRIS: Yes.  
 23 MR. TATE: The Board has previously qualified  
 24 Lynette to offer and tender expert testimony in the  
 25 area of land use and planning. Does anyone have any  
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**8**

1 questions regarding her qualifications to offer  
 2 expert testimony?  
 3 (None.)  
 4 MR. TATE: The rezoning hearing package for  
 5 Z-2011-06 with staff's Findings-of-Fact has been  
 6 previously provided to Board members. The Chair  
 7 will entertain a motion to accept the rezoning  
 8 hearing package with staff's Findings-of-Fact and  
 9 the legal advertisement into evidence. Do we have a  
 08:41 10 motion?  
 11 MS. DAVIS: I so move.  
 12 MR. TATE: Do we have a second?  
 13 MR. GOODLOE: Second.  
 14 MR. TATE: All those in favor, aye.  
 15 (Board members vote.)  
 16 MR. TATE: Opposed?  
 17 (None.)  
 18 MR. TATE: The motion passes.  
 19 (The motion passed unanimously.)  
 08:41 20 MR. TATE: The rezoning package with staff's  
 21 Findings-of-Fact and the legal advertisement will be  
 22 marked and included in the record as Composite  
 23 Exhibit A for all of today's cases.  
 24 (Composite Exhibit A, Rezoning Hearing Package  
 25 and Legal Advertisement, was identified and  
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9

1 admitted.)

2 MR. TATE: There are two cases to be heard

3 today.

4 (The transcript continues on Page 10.)

5 \* \* \*

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TAYLOR REPORTING SERVICES, INCORPORATED

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1 \* \* \*

2 CASE NO: Z-2011-06

3 Location: 1836 East Olive Road

4 Parcel: 18-1S-30-3304-000-000

5 18-1S-30-3305-000-000

6 18-1S-30-3204-000-001

7 18-1S-30-3304-000-001

8 18-1S-30-3309-000-004

9 18-1S-30-3204-000-002

10 From: R-5 Urban Residential/Limited Office

11 District, (cumulative)

12 High Density (20 du/acre)

13 To: C-1, Retail Commercial District

14 (Cumulative) (25 du/acre)

15 FLU Category: MU-U, Mixed-Use Urban

16 BCC District: 5

17 Requested by: Bobby B. Price, Agent for Olive Baptist

18 Church and Ministry Village at Olive,

19 Inc., Owners.

20

21 MR. TATE: The first rezoning application for

22 consideration is Case Number Z-2011-06, which

23 requests rezoning of 1836 East Olive Road from R-5,

24 Urban Residential, to C-1, Retail Commercial.

25 Members of the Board, has there been any

ex parte' communication between you and the

applicant or the applicant's agent, attorney, or

witnesses, with fellow Planning Board members or

anyone from the general public prior to this hearing

or have you visited the subject property? Please

also disclose if you are a relative or a business

associate of the applicant or the applicant's

agents.

We'll start to my right and work this way.

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11

1 MS. SINDEL: There's been absolutely no

2 communication, but I am familiar with the property.

3 MR. WINGATE: No communication or visit to the

4 property, just driven by, and I'm familiar where it

5 is.

6 MS. DAVIS: No to all of the above.

7 MR. TATE: I've had no communication, but I am

8 very familiar with the property.

9 MR. BARRY: No communication, but I'm familiar

10 with the property.

11 MR. GOODLOE: No communication, but I am

12 familiar with the property, also.

13 MS. ORAM: The same for me, no communication

14 but I'm familiar with the property.

15 MR. TATE: Staff, was the notice of hearing

16 sent to all interested parties?

17 MS. SPITSBERGEN: Yes, sir, it was.

18 MR. TATE: Was notice posted on the subject

19 property?

20 MS. SPITSBERGEN: Yes, sir.

21 MR. TATE: Staff will now present the maps and

22 photographs for Case Z-2011-06.

23 MS. HARRIS: The following are maps and

24 photographs for Z-2011-06 requesting from R-5 to

25 C-1. We have the locational and wetlands map. The

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12

1 aerial photograph of all the parcels. The Future

2 Land Use and existing land use map. The 500-foot

3 zoning map.

4 We did several signs, so you will see the signs

5 from time to time. The first public notice sign was

6 posted on Davis Highway.

7 This photograph shows looking north along Davis

8 Highway. Looking south along Davis. Looking

9 northeast from the property at Davis Highway.

10 Looking southeast from the property at Davis

11 Highway. And looking northwest at the property from

12 Davis. Looking west at the property from Davis

13 Highway.

14 The second sign was posted along Olive Road.

15 And this is looking west along Olive Road and

16 looking east along Olive Road. Looking southwest

17 from the property at Olive Road. And looking south

18 from the property at Olive Road. Looking north to

19 the property from Olive. Looking northwest at the

20 property from Olive Road.

21 And the third sign was posted along Whitmire

22 Road. Looking north along Whitmire. Looking south

23 along Whitmire. Looking west from the property at

24 Whitmire Road. Looking east at the property from

25 Whitmire Road.

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**13**

1 We also have the 500-foot radius maps that were  
 2 obtained from the Escambia County Property Appraiser  
 3 Website and all the mailing lists.  
 4 That concludes the maps and photographs for  
 5 case Z-2011-06.  
 6 MR. TATE: Thank you.  
 7 Would the applicant or the representative  
 8 please come forward. Please swear in the witness.  
 9 (Bobby Price sworn.)  
 08:45 10 MR. TATE: Please state your full name and  
 11 address for the record.  
 12 MR. PRICE: My name is Bobby Price, 1323  
 13 Soaring Boulevard, Cantonment.  
 14 MR. TATE: Have you received a copy of the  
 15 rezoning hearing package with staff's  
 16 Findings-of-Fact?  
 17 MR. PRICE: Yes.  
 18 MR. TATE: Do you understand you have the  
 19 burden of providing substantial competent evidence  
 08:45 20 that the proposed rezoning is consistent with the  
 21 Comprehensive Plan, furthers the goals, objectives  
 22 and policies of the Comprehensive Plan and is not in  
 23 conflict with any portion of the County's Land  
 24 Development Code?  
 25 MR. PRICE: Yes.  
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**14**

1 MR. TATE: Please proceed with your  
 2 presentation.  
 3 MR. PRICE: I'm not going to make much of a  
 4 presentation. We agree with staff's  
 5 Findings-of-Fact. They found all six -- we met the  
 6 criteria for all six requirements and I'm just here  
 7 to answer any questions y'all might have.  
 8 MR. TATE: All right. If nothing at this  
 9 point, we'll go ahead and move forward.  
 08:46 10 Staff, will you go ahead with your  
 11 presentation?  
 12 (Presentation by Lynette Harris, previously  
 13 sworn.)  
 14 MS. HARRIS: Yes, staff's Findings-of-Fact for  
 15 Z-2011-06.  
 16 Criterion (1), consistent with the  
 17 Comprehensive Plan. The proposed amendment to C-1  
 18 is consistent with the intent and purpose of the  
 19 Future Land Use Category of Mixed-Use Urban as  
 08:46 20 stated in Comp Plan Policy FLU 1.3.1, by providing  
 21 separation between existing zonings and a mixture of  
 22 residential and nonresidential uses. The locational  
 23 criteria as stated in Comp Plan Policy FLU 1.1.10,  
 24 further addressed with the Land Development Code  
 25 consistency, Criterion (2). The amendment meets the  
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**15**

1 intent of Comp Plan FLU 1.5.3, promotes the  
 2 efficient use of existing public roads, utilities  
 3 and service infrastructure; the proposed amendment  
 4 also encourages redevelopment of underutilized  
 5 property.  
 6 Criterion (2), consistent with the Land  
 7 Development Code. The proposed amendment is  
 8 consistent with the intent and purpose of the Land  
 9 Development Code and meets the locational criteria  
 08:47 10 requirement set forth in LDC 7.20.05. The property  
 11 is located at the intersection of an arterial road,  
 12 North Davis Highway, and a collector road,  
 13 University Parkway. The property is also located at  
 14 the intersection of an arterial road, North Davis  
 15 Highway, and a collector road, Olive Road  
 16 intersection. The property can be accessed from  
 17 North Davis Highway, an arterial road, University  
 18 Parkway, a collector road, East Olive Road, a  
 19 collector road, and Whitmire Drive, a local road.  
 08:48 20 When applicable, further review from the  
 21 Development Review Committee will be needed to  
 22 ensure the buffering requirements and other  
 23 performance standards have been met should this  
 24 amendment be granted.  
 25 Criterion (3), compatible with surrounding  
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**16**

1 uses. The proposed amendment is compatible with the  
 2 surrounding and existing uses in the area. Within  
 3 the 500-foot radius impact area, staff observed 120  
 4 properties with zoning district C-1, R-6 and R-5.  
 5 There are 69 single-family residences, 23 commercial  
 6 properties, 14 multifamily units, five mobile homes,  
 7 two retirement homes, one hospital, one bank, one  
 8 cemetery, one state owned parcel and a wasteland  
 9 designated parcel.  
 08:48 10 Criterion (4), changed conditions. Staff found  
 11 no changed conditions that would impact the  
 12 amendment or properties.  
 13 Criterion (5). According to the National  
 14 Wetland Inventory, wetlands and hydric soils were  
 15 indicated on the subject property. Further review  
 16 during the Development Review Committee process will  
 17 be necessary to determine if there would be any  
 18 significant adverse impacts on the natural  
 19 environment.  
 08:49 20 Criterion (6), development patterns. The  
 21 proposed amendment would result in a logical and  
 22 orderly development alongside existing transitional  
 23 commercial and high residential nature of the  
 24 properties located in the vicinity of Davis Highway  
 25 and Olive Road corridors. The proposed C-1 zoning  
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**17**

1 would be compatible with the Future Land Use  
 2 category of Mixed Use Urban and the surrounding  
 3 zoning districts of C-1, R-6 and R-5.  
 4 That concludes staff's Findings-of-Fact for  
 5 Z-2011-06.  
 6 MR. TATE: At this time we'll have our public  
 7 comment section. For those members of the public  
 8 who wish to speak on this matter, please note that  
 9 the Planning Board bases its decision on the  
 08:50 10 criteria and exceptions described in Section  
 11 2.08.02.D of the Escambia County Land Development  
 12 Code. During its deliberations, the Planning Board  
 13 will not consider general statements of support or  
 14 opposition. Accordingly, please limit your  
 15 testimony to the criteria and exceptions described  
 16 in Section 2.08.02.D.  
 17 Please also note that only those individuals  
 18 who are present and give testimony on the record at  
 19 this hearing before the Planning Board will be  
 08:50 20 allowed to speak at the subsequent hearing before  
 21 the Board of County Commissioners.  
 22 At this time we have one person signed up to  
 23 speak, Diane Young Smith. Would you like to come to  
 24 the microphone? Is there anybody else who wishes to  
 25 speak today on this rezoning?  
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**18**

1 MS. SMITH: I just thought they were going to  
 2 list everything up there where I could see the  
 3 different --  
 4 MR. TATE: The criteria?  
 5 MS. SMITH: Yes.  
 6 MR. TATE: We can do that for you. Can we go  
 7 ahead and list the criteria? There they are.  
 8 MS. SMITH: Because I didn't know exactly what  
 9 all was going on and that's what I wanted to see,  
 08:51 10 you know, how it was progressing, and then I was  
 11 going to see if I could address something.  
 12 MR. TATE: If you have anything to say, you  
 13 really need to say it at this point because the case  
 14 is going to move pretty quick from here on out.  
 15 MS. SMITH: I did have some concerns as to the  
 16 actual development.  
 17 (Diane Young Smith sworn.)  
 18 MR. TATE: I can tell you this, that this  
 19 Board, sitting in this capacity today, really  
 08:51 20 doesn't consider what or how the property is going  
 21 to be used for. What we consider is whether or not  
 22 it makes sense that the rezoning takes place. There  
 23 is going to be a time and a place for --  
 24 MR. JONES: There is. The site plan process,  
 25 once the site plan has been submitted. If the Board  
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**19**

1 and the BCC approve the rezoning case, they would be  
 2 able to come back and submit a site plan review.  
 3 That's public, as well, and at the time if you want  
 4 to take a look at the plans once they get them  
 5 submitted, you can. You can come to the meeting and  
 6 ask questions of them and of the staff at that time  
 7 if you have some other questions that you want  
 8 answers on.  
 9 MS. SMITH: Yes, that's what my concern was  
 08:52 10 because where my house is is right there, and I have  
 11 some concerns about the site plan.  
 12 MR. TATE: If you have nothing else to say,  
 13 we're going to proceed with this part of the meeting  
 14 today and then your concerns would be better  
 15 addressed probably --  
 16 MS. SMITH: At the site plan.  
 17 MR. TATE: Thank you.  
 18 Is there anybody else who wishes to speak today  
 19 on Z-2011-06? Okay. If not, I'll now close the  
 08:52 20 public comment portion of the hearing.  
 21 Board members, do you have any questions for  
 22 the applicant, staff or members of the public?  
 23 MS. SINDEL: None.  
 24 MR. WINGATE: None.  
 25 MR. TATE: None. Is there anything further  
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**20**

1 from the staff?  
 2 MS. HARRIS: No.  
 3 MR. TATE: Anything further from Mr. Price? If  
 4 not, the Chair will entertain a motion.  
 5 MR. BARRY: I move to recommend approval of the  
 6 rezoning application Z-2011-06 for the six parcels  
 7 from R-5 to C-1 and adopt the Findings-of-Fact --  
 8 and send the approval of the rezoning application to  
 9 the BCC and adopt the Findings-of-Fact as presented  
 08:53 10 by staff.  
 11 MR. TATE: We have a motion. Do we have a  
 12 second?  
 13 MS. SINDEL: Second.  
 14 MR. TATE: All those in favor, please signify  
 15 by raising your right hand.  
 16 (Board members vote.)  
 17 MR. TATE: The motion passes six/0. Once we  
 18 got our right hand figured out.  
 19 (The motion passed unanimously.)  
 08:53 20 MR. TATE: Thank you, Mr. Price.  
 21 MR. PRICE: Thank you.  
 22 (Case Z-2011-06 concluded. The transcript  
 23 continues on Page 21.)  
 24 \* \* \*  
 25 TAYLOR REPORTING SERVICES, INCORPORATED



# DEVELOPMENT SERVICES DEPARTMENT FINDINGS-OF-FACT

REZONING CASE: Z-2011-06  
April 11, 2011

## I. SUBMISSION DATA:

**BY:** Bobby B. Price, Agent

**FOR:** Olive Baptist Church and Ministry  
Village at Olive, Inc., Owners

**PROPERTY REFERENCE NO.:** 18-1S-30-3304-000-000  
18-1S-30-3305-000-000  
18-1S-30-3204-000-001  
18-1S-30-3304-000-001  
18-1S-30-3309-000-004  
18-1S-30-3204-000-002

**PROJECT ADDRESS:** 1836 E. Olive Rd, 1832 E. Olive Rd,  
8240 Whitmire Dr, 1716 E. Olive Rd  
and two properties along Whitmire  
Drive

**FUTURE LAND USE:** MU-U, Mixed-Use Urban

**COMMISSIONER DISTRICT:** 5

**BCC MEETING DATE:** May 5, 2011

## II. REQUESTED ACTION:

**REZONE**

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

**TO:** C-1, Retail Commercial District  
(cumulative) (25 du/acre)

## III. 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) 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 Policy (CPP) FLU 1.1.10 Locational Criteria.** The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to, adjoining streets, the proximity of street intersections and large daily trip generators (i.e. college or university), the surrounding land uses, the ability of a site to accommodate the proposed use while adequately protecting adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.

**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.

**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 district categories (with the exception of residential development).

## **FINDINGS**

The proposed amendment to C-1 **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban as stated in **CPP FLU 1.3.1**, by providing separation between existing zonings and a mixture of residential and non-residential uses. Locational criteria as stated in **CPP FLU 1.1.10**, further addressed with the Land Development Code consistency, Criterion 2. The amendment meets the intent of **CPP FLU 1.5.3** that promotes for the efficient use of existing public roads, utilities and service infrastructure; the proposed amendment also encourages redevelopment of an underutilized property.

## **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.

**Land Development Code (LDC) 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.

**LDC 6.05.14. C-1 retail commercial district (cumulative).** This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property.

*B. Permitted uses.*

1. Any use permitted in the R-6 district.
2. Places of worship, educational institutions or facilities.
3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical and dental clinics, restaurants including on-premises consumption of alcohol, financial institutions, professional and other offices, parking garages and lots, laundry and dry cleaning pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair, tailoring, watch and clock repair, locksmiths and data processing.
4. Retail business including, but not limited to: drug, package, hardware stores, book, stationery, china and luggage shops, newsstands, florists, photographic supplies and studios, wearing apparel shops, paint and wallpaper; accessory storage for retail uses.
5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the tract of land on which they are located are in excess of 200 feet from any R-1 or R-2 districts unless separated from such district by a three lane road (or larger) or a minimum 60-foot right-of-way.
6. Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses.
7. Automobile service stations including minor auto repairs.
8. Automobile washing facility.
9. Hotels and motels.
10. Off-premises signs, billboards and other sign structures erected, located and maintained as provided for in article 8 of this Code.
11. Grocery, produce, meat and convenience stores, including the incidental sale of gasoline.
12. Health and fitness clubs.
13. Hospitals.
14. Printing, bookbinding, lithography and publishing companies.
15. Interior decorating, home furnishing, and furniture stores.
16. Music conservatory, dancing schools and art studios.
17. Music, radio and television shops.
18. Mortuary and funeral homes.
19. Dry cleaning establishments provided that equipment used emits no smoke or escaping steam and uses nonflammable synthetic cleaning agents (perchloroethylene, trichloroethylene, etc.)
20. Indoor movie theaters.
21. Enclosed animal hospitals and veterinary clinics.

22. Campgrounds.
23. Secondhand stores and used clothing deposit box when such boxes are operated (placed) by charitable organizations.
24. Wholesale warehousing (if less than 10,000 square feet).
25. Mini-warehouses. No ancillary truck rental service or facility allowed without conditional use approval.
26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities are enclosed within a soundproof building.
27. Recreational and commercial marinas.
28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the garden shop or nursery.
29. Antique shops, pawn shops.
30. Commercial communication towers 150 feet or less in height.
31. Arcade amusement centers and bingo facilities.
32. 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).

**LDC 7.20.05. Retail commercial locational criteria (AMU-2, C-1, VM-2).**

A. Retail commercial land uses shall be located at collector/arterial or arterial/arterial intersections or along an arterial or collector roadway within one-quarter mile of the intersection.

**FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code and meets the locational criteria requirements set forth in **LDC 7.20.05**. Property is located at the intersection of an arterial road, N. Davis Hwy and a collector road University Parkway. Property is also located at the intersection of an arterial road N. Davis Hwy and a collector road Olive Road intersection.

The property can be accessed from N. Davis Hwy an arterial road, University Parkway a collector road, E. Olive Road a collector road and Withmire Drive a local road.

When applicable, further review from the Development Review Committee (DRC) will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment be granted.

**CRITERION (3)**

**Compatible with surrounding uses.**

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

**FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed 120 properties with zoning districts C-1, R-6 and R-5. There are 69 single family residences, 23 commercial properties, 14 multi-family units, (5) five mobile homes, (2) two retirement homes, (1) one hospital, (1) one bank, (1) one cemetery, (1) one State owned parcel and a wasteland designated parcel.

#### **CRITERION (4)**

##### **Changed conditions.**

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

#### **FINDINGS**

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

#### **CRITERION (5)**

##### **Effect on natural environment.**

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

#### **FINDINGS**

According to the National Wetland Inventory, wetlands and hydric soils **were** indicated on the subject property. Further review during the Development Review Committee (DRC) process will be necessary to determine if there would be any significant adverse impact on the natural environment.

#### **CRITERION (6)**

##### **Development patterns.**

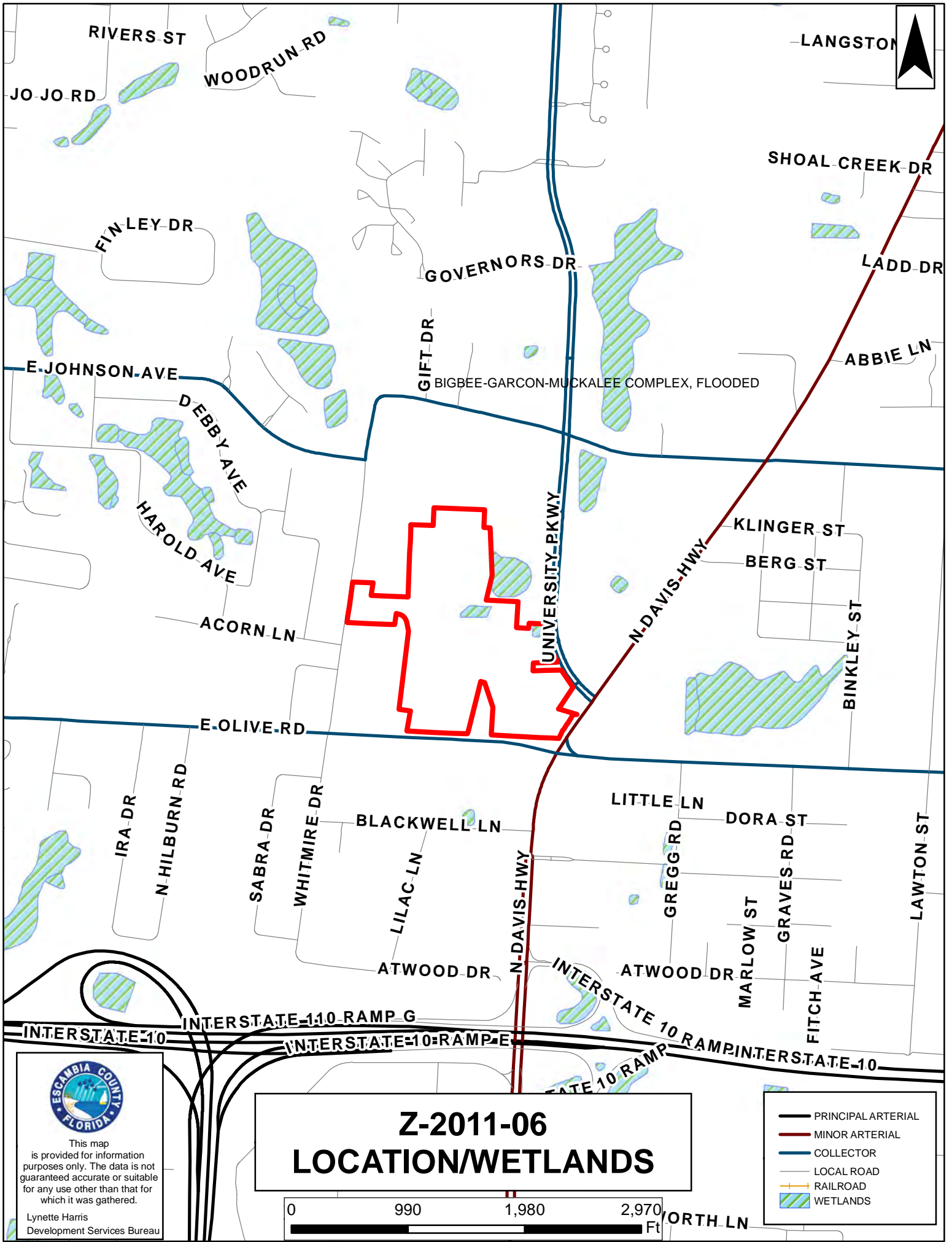
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

#### **FINDINGS**

The proposed amendment **would result** in a logical and orderly development pattern alongside the existing transitional commercial and high density residential nature of the properties located in the vicinity of Davis Hwy and Olive Rd corridors. The proposed C-1 zoning would be compatible with the Future Land Use category Mixed-Use Urban and surrounding zoning districts C-1, R-6 and R-5.

**Note:** The above technical comments and conclusion are based upon the information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.





RIVERS ST

LANGSTON

JO JO RD

WOODRUN RD

SHOAL CREEK DR

FINLEY DR

GOVERNORS DR

LADD DR

E JOHNSON AVE

GIFT DR

BIGBEE-GARCON-MUCKALEE COMPLEX, FLOODED

ABBIE LN

DEBBY AVE

HAROLD AVE

UNIVERSITY PKWY

KLINGER ST

BERG ST

ACORN LN

N DAVIS HWY

BINKLEY ST

E OLIVE RD

IRA DR

N HILBURN RD

SABRA DR

WHITMIRE DR

BLACKWELL LN

LITTLE LN

DORA ST

LILAC LN

GREGG RD

MARLOW ST

GRAVES RD

LAWTON ST

ATWOOD DR

N DAVIS HWY

ATWOOD DR

FITCH AVE

INTERSTATE 10

INTERSTATE 110 RAMP G

INTERSTATE 10 RAMP E

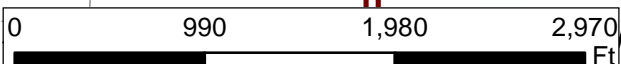
INTERSTATE 10 RAMP INTERSTATE 10



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Lynette Harris  
Development Services Bureau

**Z-2011-06  
LOCATION/WETLANDS**



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- WETLANDS

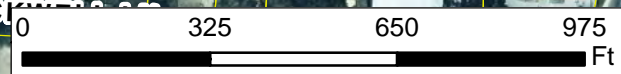
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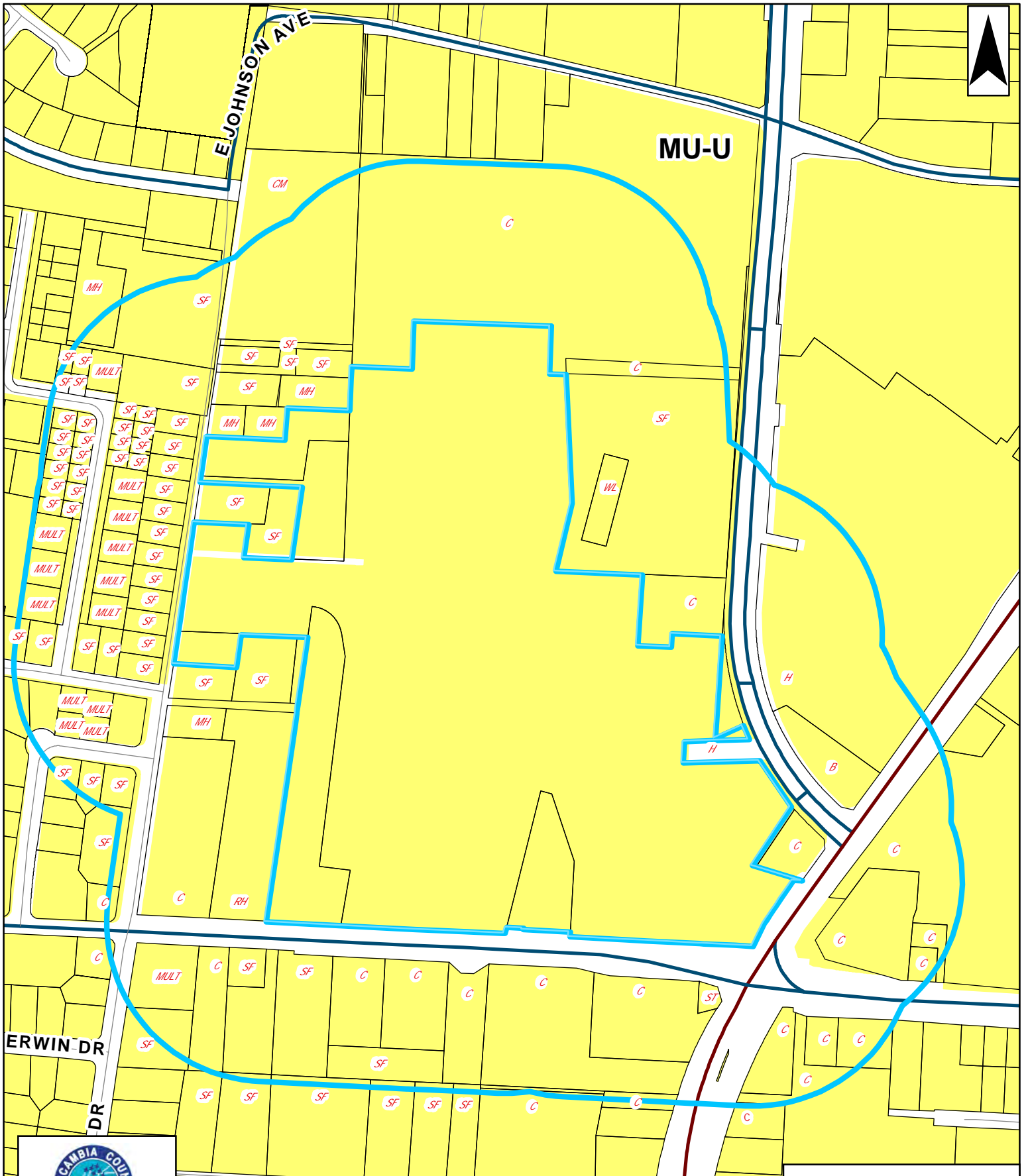
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Lynette Harris  
Development Services Bureau

# Z-2011-06 AERIAL

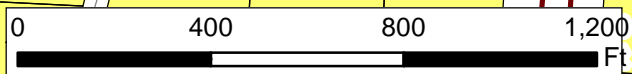



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- + RAILROAD
- PARCELS

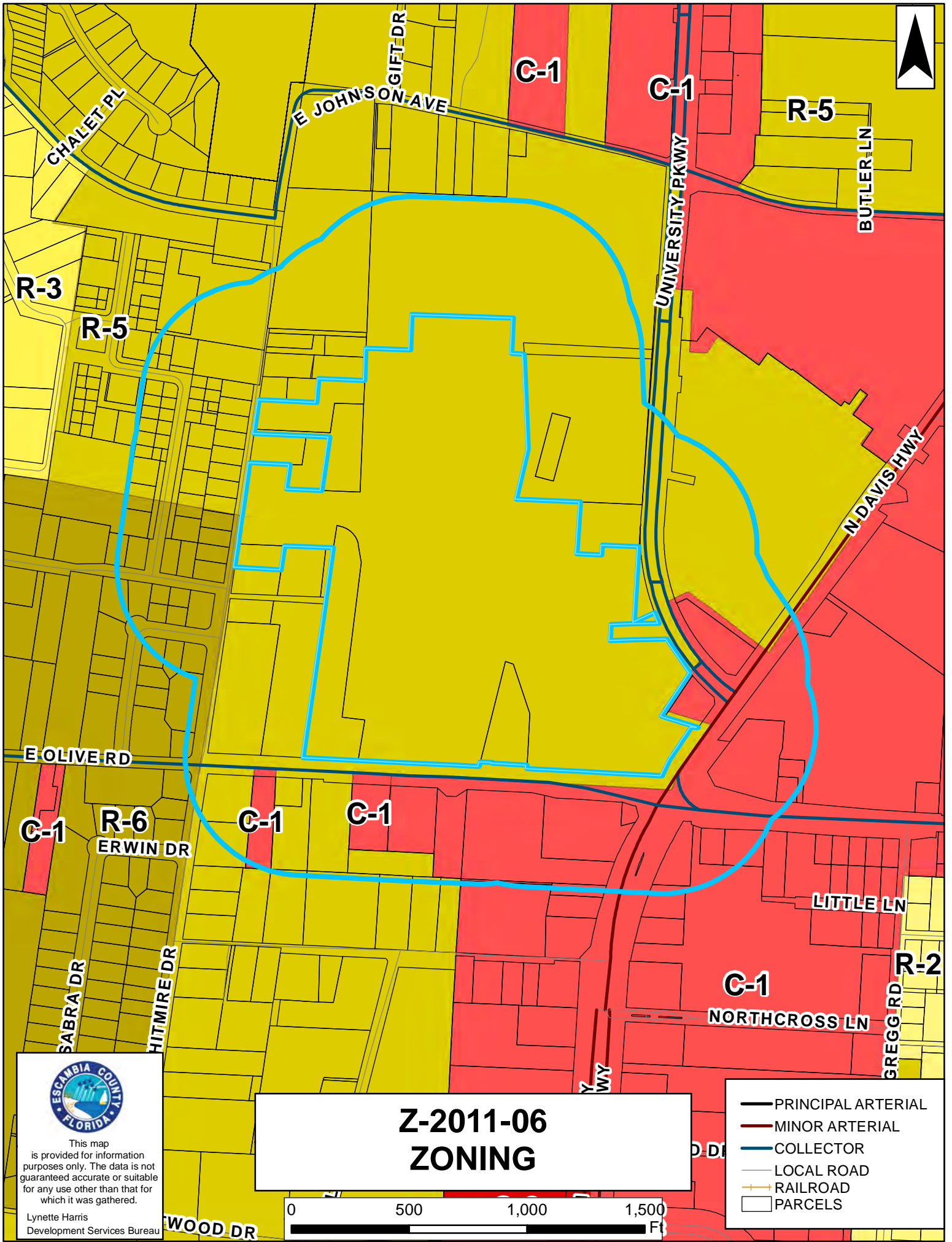


# Z-2011-06 FLU-ELU

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




  
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 Lynette Harris  
 Development Services Bureau



# Z-2011-06 ZONING

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

0 500 1,000 1,500  
Feet



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.

Lynette Harris  
Development Services Bureau

# Public Notice Sign

Posted along  
Davis Hwy





Looking North along Davis Hwy



Looking South along Davis Hwy



Looking Northeast from property at Davis Hwy





Looking Southeast from property at Davis Hwy



Looking Northwest at property from Davis Hwy

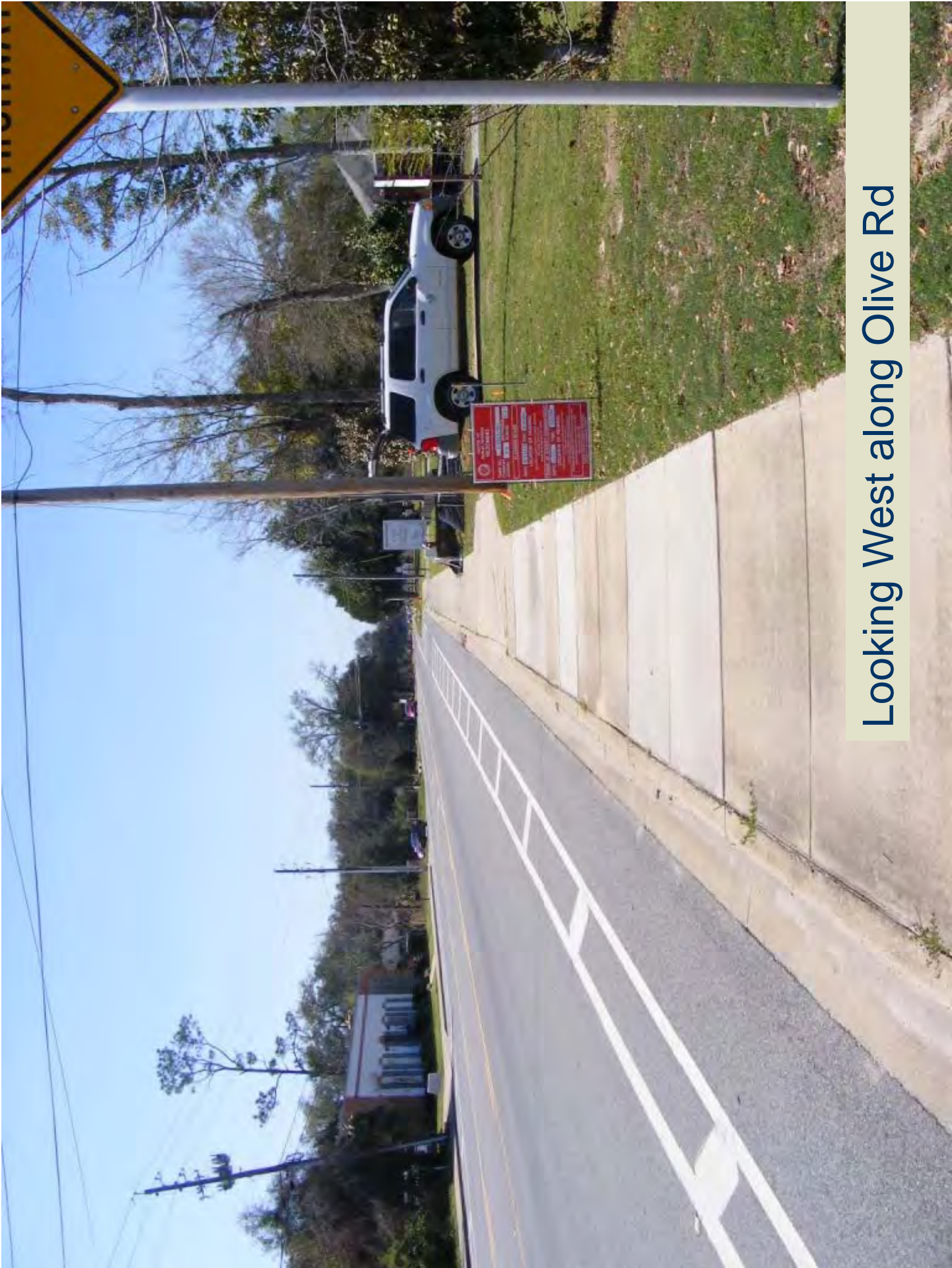


Looking West at property from Davis Hwy

# Public Notice Sign

Posted along  
Olive Road





Looking West along Olive Rd



Looking East along Olive Rd



Looking Southwest from property at Olive Rd



Looking South from property at Olive Rd





Looking North at property from Olive Rd



Looking Northwest at property from Olive Rd

# Public Notice Sign

Posted along  
Whitmire Road





Looking North along Whitmire Rd



Looking South along Whitmire Rd



Looking West from property at Whitmire Rd



Looking East at property from Whitmire Rd



**Development Services Bureau**  
Escambia County, Florida

**APPLICATION**

**Please check application type:**

Conditional Use Request for: \_\_\_\_\_

Administrative Appeal  Variance Request for: \_\_\_\_\_

Development Order Extension  Rezoning Request from: R-5 to: C-1

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

Owner(s) Name: OLIVE BAPTIST CHURCH Phone: 475.1117  
Address: 1836 E. OLIVE ROAD Email: DB Beard@olivebaptist.net

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 1836 E OLIVE ROAD  
Property Reference Number(s)/Legal Description: 1B15303304000000; 1B15303305000000

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.

<u>[Signature]</u> Signature of Owner/Agent	<u>BOBBY B. PRICE, JR.</u> Printed Name Owner/Agent	<u>2/27/2011</u> Date
<u>[Signature]</u> Signature of Owner	<u>DANIEL H BEARD</u> Printed Name of Owner	<u>2/27/11</u> Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27th day of February 20 11,  
by Daniel H. Beard + Bobby B. Price Jr.

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

[Signature] Signature of Notary (notary seal must be affixed)  
Kathryne Carpenter Printed Name of Notary



**FOR OFFICE USE ONLY**

Meeting Date(s): April 11, 2011 Accepted/Verified by: K. Spitzbergen / D. Fozle Date: 3/2/11

Fees Paid: \$ 2500 Receipt #: 526988 Permit #: PR2110380004

per HJ

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





# Development Services Bureau

Escambia County, Florida

FOR OFFICE USE:

CASE #: \_\_\_\_\_

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

Property Reference Number(s): 1815303304000000 ; 1815303305000000

Property Address: 1836 E OLIVE ROAD

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For 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 27th DAY OF February, YEAR OF 2011.

*Daniel H Beard*  
Signature of Property Owner

DANIEL H BEARD  
Printed Name of Property Owner

2/27/11  
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 1836 E. OLIVE ROAD,  
Florida, property reference number(s) 1815303304000000; 1815303305000000  
I hereby designate BOBBY B. PRICE, JR. for the sole purpose  
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

This Limited Power of Attorney is granted on this 27 day of FEBRUARY the year of, 2011, 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: BOBBY B. PRICE, JR. Email: bjbuild1@cox.net  
Address: 1323 Soaring Blvd. Phone: 850.336.5509  
Cantonment, FL 32533

Daniel H Beard DANIEL H BEARD 2/27/11  
Signature of Property Owner Printed Name of Property Owner 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 27th day of February 20 11,  
by Daniel H. Beard, + Bobby B. Price Jr.

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

Kathryne Carpenter Kathryne Carpenter  
Signature of Notary Printed Name of Notary





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## Detail by Entity Name

### Florida Non Profit Corporation

OLIVE BAPTIST CHURCH, INCORPORATED

### Filing Information

**Document Number** 705489  
**FEI/EIN Number** 590991187  
**Date Filed** 04/18/1963  
**State** FL  
**Status** ACTIVE

### Principal Address

1836 OLIVE RD  
PENSACOLA FL 32514

Changed 02/28/1983

### Mailing Address

1836 OLIVE RD  
PENSACOLA FL 32514

Changed 02/28/1983

### Registered Agent Name & Address

BEARD, DANIEL H  
2004 RESERVATION ROAD  
GULF BREEZE FL 32561 US

Name Changed: 04/25/2007

Address Changed: 02/24/2006

### Officer/Director Detail

#### **Name & Address**

Title P

DYCUS, WAYNE  
3595 E. JOHNSON AVE.  
PENSACOLA FL 32514

Title VP

WOOD, WILLIAM J JR.  
5649 SANDSTONE DR.  
PACE FL 32571

Title T

PARAZINE, CLYDE L.  
3595 EAST JOHNSON AVE  
PENSACOLA FL 32514

Title D

NEWTON, JOHNNY  
3130 BOBBY JONES DR.  
PACE FL 32571

Title D

HUMRICHOUSER, GARY L  
4956 CREEKSIDE LN  
MILTON FL 32570

Title O

BEARD, DANIAL H  
2004 RESERVATION RD  
GULF BREEZE FL 32563 25

**Annual Reports**

**Report Year Filed Date**

2009 02/12/2009  
2010 03/18/2010  
2011 01/27/2011

**Document Images**

- [01/27/2011 -- ANNUAL REPORT](#)
- [03/18/2010 -- ANNUAL REPORT](#)
- [02/12/2009 -- ANNUAL REPORT](#)
- [02/19/2008 -- ANNUAL REPORT](#)
- [04/25/2007 -- ANNUAL REPORT](#)
- [02/24/2006 -- ANNUAL REPORT](#)
- [03/16/2005 -- ANNUAL REPORT](#)
- [04/27/2004 -- ANNUAL REPORT](#)
- [01/10/2003 -- ANNUAL REPORT](#)
- [02/17/2002 -- ANNUAL REPORT](#)
- [03/19/2001 -- ANNUAL REPORT](#)
- [03/06/2000 -- ANNUAL REPORT](#)
- [05/08/1999 -- ANNUAL REPORT](#)
- [03/05/1998 -- ANNUAL REPORT](#)
- [05/15/1997 -- ANNUAL REPORT](#)
- [05/01/1996 -- ANNUAL REPORT](#)
- [05/01/1995 -- ANNUAL REPORT](#)

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**Development Services Bureau**  
Escambia County, Florida

**APPLICATION**

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: \_\_\_\_\_

Variance Request for: \_\_\_\_\_

Rezoning Request from: R-5 to: C-1

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

Owner(s) Name: MINISTRY VILLAGE AT OLIVE, INC. Phone: 850.475.1106  
Address: 1836 E. OLIVE ROAD, PCOLA 32514 Email: SLolka@olivebaptist.net

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: \_\_\_\_\_

Property Reference Number(s)/Legal Description: 1815303204000001; 1815303204000002;  
1815303304000001; 1815303309000004

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

[Signature] Signature of Owner/Agent      Bobby B. Price, Jr. Printed Name Owner/Agent      2/27/2011 Date

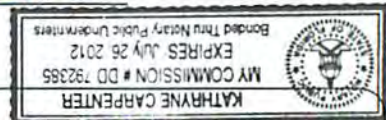
[Signature] Signature of Owner      Steve Harrod, MVO, Chairman BOD Printed Name of Owner      2/27/2011 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27th day of February 20 11,  
by Bobby B. Price + Steve Harrod

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

[Signature] Signature of Notary      Kathryne Carpenter Printed Name of Notary  
(notary seal must be affixed)



**FOR OFFICE USE ONLY**      CASE NUMBER: Z-2011-06

Meeting Date(s): April 11, 2011 Accepted/Verified by: K Spitzbergen / D Fort Date: 3/2/11

Fees Paid: \$ 2500 Receipt #: 526990 Permit #: PR2 1105 00004  
per HLG

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



# Development Services Bureau

Escambia County, Florida

FOR OFFICE USE:

CASE #: \_\_\_\_\_

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

Property Reference Number(s): 1815303304000001; 1815303309000004;  
1815303204000001; 1815303204000002  
 Property Address: 1716 E OLIVE ROAD; 8212 WHITMIRE; 8420 WHITMIRE

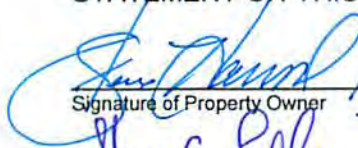
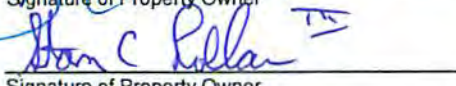
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed 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:

- The necessary facilities or services are in place at the time a development permit is issued.
- 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.
- For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- 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.
- 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.
- 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 27th DAY OF February, YEAR OF 2011.

 Signature of Property Owner	<u>Steve Harrod</u> <sup>MVO</sup> Printed Name of Property Owner	<u>2/29/11</u> Date
 Signature of Property Owner	<u>Stan C. Lollar</u> <sup>III</sup> Printed Name of Property Owner	<u>2/27/11</u> Date



**Development Services Bureau**  
Escambia County, Florida

FOR OFFICE USE:

CASE #: \_\_\_\_\_

**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 1716 E. OLIVER RD, 8212 WHITMIRE, 8420 WHITMIRE  
Florida, property reference number(s) 1815303304000001; 1815303309000002  
I hereby designate BOBBY B. PRICE, JR. 1815303204000001; 1815303204000002  
for the sole purpose  
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

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

Agent Name: BOBBY B. PRICE, JR. Email: bjbuild1@cox.net  
Address: 1323 SCARING BLVD. Phone: 850.336.5509  
CANTONMENT, FL 32533

<u>[Signature]</u> Signature of Property Owner	<u>Steve Harrod, MVO, Chmn BOD</u> Printed Name of Property Owner	<u>2/27/11</u> Date
<u>[Signature]</u> Signature of Property Owner	<u>Stan C Lollar III</u> Printed Name of Property Owner	<u>2/27/11</u> Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27th day of February 20 11,  
by Bobby B. Price & Steve Harrod.

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

[Signature] Kathryne Carpenter (Notary Seal)  
Signature of Notary Printed Name of Notary



# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



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## Detail by Entity Name

### Florida Non Profit Corporation

MINISTRY VILLAGE AT OLIVE, INC.

### Filing Information

**Document Number** N08000004935  
**FEI/EIN Number** 262795365  
**Date Filed** 05/20/2008  
**State** FL  
**Status** ACTIVE

### Principal Address

1836 E. OLIVE ROAD  
PENSACOLA FL 32514

### Mailing Address

1836 E. OLIVE ROAD  
PENSACOLA FL 32514

### Registered Agent Name & Address

WILSON, PAUL A  
 226 EAST GOVERNMENT STREET  
 PENSACOLA FL 32502 US

### Officer/Director Detail

#### **Name & Address**

Title D

TRAYLOR, TED DR.  
 1836 E. OLIVE ROAD  
 PENSACOLA FL 32514

Title D

SHELL, PAULA  
 1836 E. OLIVE ROAD  
 PENSACOLA FL 32514

Title D

LANGFORD, JAN  
 1836 E. OLIVE ROAD  
 PENSACOLA FL 32514

Title D

TIDWELL, BARRY



1836 E. OLIVE ROAD  
PENSACOLA FL 32514

Title D

PRICE, BOBBY  
1836 E. OLIVE ROAD  
PENSACOLA FL 32514

**Annual Reports**

**Report Year Filed Date**

2009	01/12/2009
2010	04/19/2010
2011	01/18/2011

**Document Images**

- [01/18/2011 -- ANNUAL REPORT](#)
- [04/19/2010 -- ANNUAL REPORT](#)
- [01/12/2009 -- ANNUAL REPORT](#)
- [05/20/2008 -- Domestic Non-Profit](#)

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State of Florida, Department of State

FINAL

A. SETTLEMENT STATEMENT (HUD-1)



Lockland

B.		OF		LOAN
1. <input type="checkbox"/>	FHA	2. <input type="checkbox"/>	FHMA	3. <input type="checkbox"/>
4. <input type="checkbox"/>	VA	5. <input type="checkbox"/>	CONV. INS.	
6. FILE NUMBER: 11-023		7. LOAN NUMBER		
8. MORTGAGE INS. CASE NO.:				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Olive Baptist Church, Incorporated  
1836 Olive Road, Pensacola, FL 32514

E. NAME & ADDRESS OF SELLER: Margaret Simmons  
1832 E Olive Road, Pensacola, FL 32514

F. NAME & ADDRESS OF LENDER: Margaret Simmons  
1832 E Olive Road, Pensacola, FL 32514

G. PROPERTY LOCATION: 1832 E Olive Road, Pensacola, FL 32514

H. SETTLEMENT AGENT: Locklin, Jones & Saba, P.A.  
PLACE OF SETTLEMENT: 6460 Justice Avenue, Milton, FL 32570 (850) 623-2500

I. SETTLEMENT DATE: 2/17/2011 DISBURSEMENT DATE: 2/17/2011

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due From Borrower:</b>		<b>400. Gross Amount Due To Seller:</b>	
101. Contract sales price	300,000.00	401. Contract sales price	300,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)		403.	
104.		404.	
105.		405.	
<b>Adjustments For Items Paid By Seller In Advance:</b>		<b>Adjustments For Items Paid By Seller In Advance:</b>	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>120. Gross Amount Due From Borrower:</b>	<b>300,000.00</b>	<b>420. Gross Amount Due To Seller:</b>	<b>300,000.00</b>
<b>200. Amounts Paid By Or In Behalf Of Borrower:</b>		<b>500. Reductions In Amount Due To Seller:</b>	
201. Deposit or earnest money ✓	5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	150,000.00	502. Settlement charges to seller (line 1400)	5,319.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1st Mtg. Ln.	
205.		505. Payoff 2nd Mtg. Ln.	
206.		506. Seller Carryback	150,000.00
207.		507. Property Tax-2010 taxes POC \$834.78	
208.		508.	
209.		509.	
<b>Adjustments For Items Unpaid By Seller:</b>		<b>Adjustments For Items Unpaid By Seller:</b>	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower:</b>	<b>155,000.00</b>	<b>520. Total Reductions In Amount Due Seller:</b>	<b>155,319.50</b>
<b>300. Cash At Settlement From/To Borrower:</b>		<b>600. Cash At Settlement From/To Seller:</b>	
301. Gross amount due from borrower (line 120)	300,000.00	601. Gross amount due to seller (line 420)	300,000.00
302. Less amount paid by/for borrower (line 220)	155,000.00	602. Less reductions in amount due seller (line 520)	155,319.50
303. Cash (X)FROM ( )TO Borrower: ✓	145,000.00	603. Cash (X)TO ( )FROM Seller:	144,680.50

L.		SETTLEMENT	CHARGES	Escrow: 11-023		
700. Total Sales/Broker's Commission: Based On Price \$ 300,000.00 @ % =					Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
<b>Division of Commission (line 700) As Follows:</b>						
701.	\$	to				
702.	\$	to				
703. Commission paid at settlement						
704.						
<b>800. Items Payable In Connection With Loan:</b>						
801. Loan Origination fee %						
802. Loan Discount %						
803. Appraisal fee to:						
804. Credit report to:						
805. Lender's inspection fee						
806. Mortgage insurance application fee to						
807. Assumption fee						
808.						
809.						
810.						
811.						
812.						
813.						
814.						
815.						
816.						
817.						
818.						
819.						
820.						
821.						
<b>900. Items Required By Lender To Be Paid In Advance:</b>						
901. Interest from 2/17/2011 to // @\$ /day (0 days)						
902. Mortgage insurance premium for mo. to						
903. Hazard insurance premium for 1 yrs. to Margaret Simmons to maintain on residence						
904. Flood insurance premium for yrs. to						
905.						
906.						
<b>1000. Reserves Deposited With Lender:</b>						
1001. Hazard insurance 0 months @ \$ 0.00 per month						
1002. Mortgage insurance 0 months @ \$ 0.00 per month						
1003. City property taxes 0 months @ \$ 0.00 per month						
1004. County property taxes 0 months @ \$ 0.00 per month						
1005. Annual assessments 0 months @ \$ 0.00 per month						
1006. Flood insurance 0 months @ \$ 0.00 per month						
1007. 0 months @ \$ 0.00 per month						
1008. Aggregate Adjustment						
1009.						
<b>1100. Title Charges</b>						
1101. Settlement or closing fee to Locklin, Jones & Saba, P.A. 325.00						
1102. Abstract or title search to Chicago Title Insurance Company 150.00						
1103. Title examination to						
1104. Title insurance binder to						
1105. Document preparation to						
1106. Notary fees to						
1107. Attorney's fees to						
(includes above item Numbers: )						
1108. Title insurance to Chicago Title Insurance Company						
(includes above item Numbers: ) 1,600.00						
1109. Lender's coverage \$ 150,000.00 Premium: \$25.00						
1110. Owner's coverage \$ 300,000.00 Premium: \$1,575.00						
1111.						
1112.						
1113.						
1114.						
<b>1200. Government Recording and Transfer Charges:</b>						
1201. Recording fees: Deed \$ 45.50 ;Mortgage \$ 35.50 ;Releases \$ 0.00 81.00						
1202. City/county tax/stamps: Deed \$ 0.00 ;Mortgage \$ 0.00						
1203. State tax/Stamps: Deed \$ 2,100.00 ;Mortgage \$ 525.00 2,625.00						
1204. record affidavits & death cert to Clerk of Courts 38.50						
1205.						
<b>1300. Additional Settlement Charges:</b>						
1301. Survey to						
1302. Pest inspection to						
1303. Pest Inspection to N/A						
1304. Survey to KJM Surveying 500.00						
1305. Septic Certification to Escambia County Health Department POC \$175.00						
1306.						
1307.						
1308.						
<b>1400. Total Settlement Charge (Enter on line 103, Section J - and - line 502, Section K)</b> 5,319.50						

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrowers/Purchasers

Sellers

Olive Baptist Church, Incorporated

By: Clinton Wayne Dycus  
Clinton Wayne Dycus, Trustee/President

Margaret Simmons  
Margaret Simmons

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

Settlement Agent:

Joe Ledy  
Locklin, Jones & Saba, P.A.

Date:

2/17/11

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**SELLER'S TAX INFORMATION**

**SELLER'S CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (substitute W-9)**

You are required by law to provide the Settlement Agent (see block H) with your correct taxpayer identification number. If you do not provide your Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law in the Tax Reform Act of 1986, under Internal Revenue Code Sections 6045(e), 6676, 6722, 6723 and 7203.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SSN \_\_\_\_\_ Signed: \_\_\_\_\_  
Margaret Simmons

SSN \_\_\_\_\_ Signed: \_\_\_\_\_

SSN \_\_\_\_\_ Signed: \_\_\_\_\_

SSN \_\_\_\_\_ Signed: \_\_\_\_\_

Seller's Forwarding Address: 1832 E Olive Road

Pensacola FL 32514

**PROCEEDS FROM REAL ESTATE TRANSACTIONS (substitute form 1099-S)**

The information contained below and in blocks E, G, H and I is important tax information and is being supplied to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4707, Form 6252 and/or Schedule D (Form 1040).

GROSS PROCEEDS: \$ 300,000.00

Check here if the Seller received or will receive property or services as part of the consideration.

Real property tax amounts reimbursed \$ 0.00

**PROCEEDS ALLOCATION FOR MULTIPLE SELLERS**

When more than one seller is involved in the transfer of property, they may elect to allocate the Gross Proceeds between the named parties for the purpose of reporting such amounts to the Internal Revenue Service. This DOES NOT apply to a husband-wife relationship or to a partnership. If the proceeds are allocated, the sum of the individual allocations must equal the total Gross Proceeds above. Use the space below or submit a sheet listing name, address, taxpayer identification number, and allocation amount.

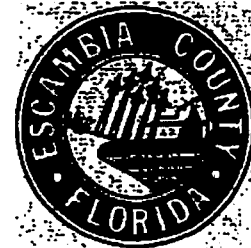


# Chris Jones, CFA

**Escambia County Property Appraiser**

221 Palafox Place Suite 300 , Pensacola, FL 32502-5836

Phone (850) 434 - 2735 Fax (850) 435 - 9526



January 1, 2011

022607000

OLIVE BAPTIST CHURCH INC  
1836 OLIVE RD  
PENSACOLA, FL 32514

RE: 2011 Renewal of Ad Valorem Tax Exemption  
Real Property Account Number: 022607000  
Parcel ID Number: 181S303304000000  
Location Address: 1836 OLIVE RD

Dear Property Owner:

In prior years your organization has enjoyed an exemption from ad valorem property tax on the referenced property. Florida Statutes allows the Property Appraiser to accept, in lieu of a completed application, an annual statement certifying the current use of the property.

Please assist us in renewing your organization's exemptions. A certificate of use is on the reverse side of this letter. Please have the appropriate officer sign and return this form in the envelope provided by **March 1st**. Upon receipt, we will determine if the property qualifies for exemption renewal. **Failure to complete and return this form by March 1st, will result in the loss of your exemption.**

If your organization has acquired additional properties that are used for an exemptible purpose, you should apply separately for exemption on those properties. The time to make application is **January 1st through March 1st**. Applications may be filed in our main office at 221 Palafox Place Suite 300, Pensacola, or our branch office in the Farm Bureau Building at 153 Highway 97 located in Molino.

If we can answer questions regarding this or other related issues, please call our office.

Sincerely,

Chris Jones, CFA  
**ESCAMBIA COUNTY PROPERTY APPRAISER**  
CJ/bs

Enclosure

Account Number: 022607000

Name OLIVE BAPTIST CHURCH INC

2011 Certification

I, Clyde Parazine, Treasurer
Printed Name Title

do hereby certify the property identified on the reverse of this form is currently used for ministry, the exempt purpose for which the exemption was (building and/or improvement use)

originally granted.

Clyde Parazine
Signature

1/27/11
Date Signed

1836 Olive Rd, Pensacola, FL 32504
Organization Mailing Address

(850) 476-1932
Contact Phone Number

(If more than one building is on this parcel, please use the space below to specify the use of each building.)

Please specify the use of each building on this parcel:



Print Date:  
11/29/2010 4:16:04  
PM



ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, FL  
P.O. Box 333  
Pensacola, FL 32591  
850-595-3930

Transaction #: 827559  
Receipt #: 201054186  
Cashier Date: 11/29/2010 4:16:04 PM (MLS)

() OLIVE BAPTIST CHURCH INC 1836 E OLIVE ROAD PENSACOLA, FL 32514	Date Received: 11/29/2010 Source Code: Over the Counter Q Code: Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$53.20 Total Payments \$53.20



CHECK 055812

\$53.20



(WD) WARRANTY DEED

BK/PG: 6662/467 CFN:2010077423 Date:11/29/2010  
4:16:00 PM  
From: OLIVE BAPTIST CHURCH INC To: MINISTRY  
VILLAGE AT OLIVE INC

Recording @ 1st=\$10 Addtl=\$8.50 ea.	6	\$52.50
Indexing @ 1st 4 Names Free, Addtl=\$1 ea.	2	\$0.00
Deed Doc Stamps @ \$0.70 per \$100	10	\$0.70

THIS INSTRUMENT PREPARED BY:  
Paul A. Wilson, Esq.  
226 E. Government Street  
Pensacola, Florida 32502

Parcel ID#

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**WARRANTY DEED**

THIS INDENTURE made this 21<sup>ST</sup> day of ~~September~~ <sup>OCTOBER</sup>, 2010, by and between Olive Baptist Church, Inc., whose mailing address is 1836 E. Olive Road, Pensacola, Florida, hereinafter called Grantor, and Ministry Village at Olive, Inc., whose mailing address is 1836 E. Olive Road, Pensacola, Florida, hereinafter called Grantee.

**WITNESSETH:**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) in hand paid by Grantee to Grantor at and before the execution, sealing and delivery hereof, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee, its legal representatives, successors and assigns, all of that tract or parcel of land located in Escambia County, Florida, to-wit:

See attached Exhibit "A" consisting of three (3) pages.

**Reversion clause**

**If the below stated conditions, or any one of them be violated, or if the Grantee shall fail to comply with any and all of these conditions, then and in that event title to the property described above shall revert to and automatically vest in the Grantor of said property, or in its successors and assigns. An instrument executed by the Grantor or its successors and assigns, and recorded among the public records of Escambia County, showing the violation of, or failure to comply with, any of the these conditions shall be conclusive evidence of the reversion of the title to said property back to Grantor, its successors and assigns.**

**Such conditions which are expressly made a part of this conveyance are as follows:**



- 1. The Grantee's Board of Directors non-voting member ceases to have the power to appoint and remove all voting board members under Article III, Section 1.c. of its Bylaws adopted June 6, 2008;**
- 2. Grantee dissolves, winds up, or otherwise ceases to exist;**
- 3. Unless otherwise approved in advance in writing by the Grantor:**
  - (a) the Grantee sells or contracts to sell or otherwise transfer all or any portion of the above-described real property to another person or entity;**
  - (b) the Grantee encumbers the property or any portion thereof with a mortgage;**
  - (c) any lien attaches to all or any portion of the property.**

**Provided, however, any transfer of title approved by the Grantor shall continue to be subject to the terms and conditions of this reversion clause.**

- 4. A condemnation proceeding is instituted on any portion of the property, unless the Grantor waives this condition for each condemnation proceeding instituted.**

**The Grantee may, at its option, lease the property, or a portion thereof, for use in keeping with the purpose of the Grantee as set out in its Bylaws adopted June 6, 2008; provided, however, any such leasehold interest shall be subject to the provisions of this reversion clause, except as otherwise agreed to in writing by the Grantor.**

**Subject to taxes for the current year and to valid easements, restrictions, and reservations of record affecting the above property, if any, which are not hereby reimposed.**

**To have and to hold, unto Grantee forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free from liens and encumbrances, except as set forth above; that Grantor will make such further assurances to protect fee simple title to said property in Grantee as may reasonably be required; and that Grantor shall and will forever warrant and defend Grantee in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same, subject to the exceptions set forth above. Whenever used herein, the terms "Grantor" and "Grantee" include those hereinabove specified and their respective heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other entities.**

SIGNED, SEALED AND DELIVERED, by Grantor the day and year first above written.

IN WITNESS THEREOF:

Wayne Dycus  
PRINT NAME: WAYNE DYCUS

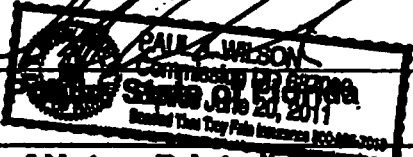
Thomas F. Cushing  
THOMAS F. CUSHING  
TRUSTEE

Huey R. Pearson  
PRINT NAME: Huey R Pearson

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2010, by Thomas F. Cushing, who is personally known to me or has produced personally known as identification and did/did not take an oath.

Paul Wilson  
Notary Public  


(Name of Notary Printed)  
Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

LEGAL DESCRIPTION:

PARCEL "A"  
(PREPARED AT CLIENT'S REQUEST)

A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ALSO BEING A 1" IRON AXLE;  
THENCE NORTH 04°40'21" EAST A DISTANCE OF 1883.64 FEET TO A NAIL AND DISK NO. 3293, ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 18, TOWNSHIP 1 SOUTH, RANGE 30 WEST OF SAID COUNTY; THENCE NORTH 04°40'21" EAST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 940.00 FEET TO A 1/2" CAPPED IRON ROD NO. 6112;  
THENCE NORTH 89°00'54" EAST 207.00 FEET;  
THENCE NORTH 04°40'21" EAST A DISTANCE OF 100.00 FEET;  
THENCE NORTH 89°00'54" EAST A DISTANCE OF 208.04 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE POINT OF BEGINNING;  
THENCE NORTH 04°35'48" EAST A DISTANCE OF 95.10 FEET TO A 1/2" CAPPED IRON ROD NO. 6112;  
THENCE SOUTH 85°00'43" EAST A DISTANCE OF 8.94 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 99.50 FEET AND A CENTRAL ANGLE OF 69°37'36";  
THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 120.91 FEET (CHORD DISTANCE: 113.61 FEET, CHORD BEARING: SOUTH 50°16'36" EAST) TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE POINT OF TANGENCY;  
THENCE SOUTH 12°38'43" EAST A DISTANCE OF 69.08 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 124.50 FEET AND A CENTRAL ANGLE OF 04°16'18";  
THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 9.28 FEET (CHORD DISTANCE: 9.25 FEET, CHORD BEARING: SOUTH 14°45'36" EAST) TO A 1/2" CAPPED IRON ROD NO. 6112;  
THENCE SOUTH 03°27'48" WEST A DISTANCE OF 660.99 FEET TO A 1/2" CAPPED IRON ROD NO. 6112;  
THENCE SOUTH 86°32'12" EAST A DISTANCE OF 97.00 FEET TO A 1/2" CAPPED IRON ROD NO. 6112;  
THENCE SOUTH 05°54'33" WEST A DISTANCE OF 176.79 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OLIVE ROAD (STATE ROAD NO. 290 - RIGHT OF WAY WIDTH VARIES); THENCE SOUTH 89°19'41" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF OLIVE ROAD A DISTANCE OF 143.68 FEET TO A 1/2" CAPPED IRON ROD NO. 6112;  
THENCE SOUTH 00°40'19" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF OLIVE ROAD A DISTANCE OF 11.67 FEET TO A 1/2" CAPPED IRON ROD NO. 6112;  
THENCE SOUTH 89°47'42" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF OLIVE ROAD A DISTANCE OF 89.73 FEET TO A 1/2" CAPPED IRON ROD NO. LB 6112;  
THENCE NORTH 04°35'48" EAST A DISTANCE OF 913.07 FEET TO A 1/2" CAPPED IRON ROD NO. 6112 AND THE POINT OF BEGINNING.  
CONTAINING 3.33 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

PARCEL "B"

(PREPARED AT CLIENT'S REQUEST)

A PORTION OF SECTION 18, TOWNSHIP 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
COMMENCE AT A 1" DIAMETER IRON AXLE, ALSO BEING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 30 WEST,  
ESCAMBIA COUNTY, FLORIDA.

THENCE N04°40'21"E ALONG THE EAST LINE OF SAID SECTION 20 A DISTANCE OF 1883.64 FEET TO A NAIL AND DISC NO. 3293, ALSO  
BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 18, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE CONTINUE N04°40'21"E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, SAME LINE ALSO BEING THE EAST RIGHT OF WAY LINE  
OF WHITMIRE STREET (RIGHT OF WAY VARIES) A DISTANCE OF 940.00 FEET TO A 1/2" CAPPED IRON ROD NO. 6112 FOR THE POINT OF  
BEGINNING;

THENCE CONTINUE N04°40'21"E ALONG SAID EAST RIGHT OF WAY LINE OF WHITMIRE STREET A DISTANCE OF 100.00 FEET TO A 1/2"  
CAPPED IRON ROD NO. 6112;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF WHITMIRE STREET N89°00'54"E A DISTANCE OF 207.00 FEET;

THENCE S00°40'21"W ALONG THE LINE PARALLEL TO THE EAST RIGHT OF WAY LINE OF SAID WHITMIRE STREET A DISTANCE OF 100.00 FEET;  
THENCE N89°00'54"W A DISTANCE OF 207.00 FEET TO A 1/2" CAPPED IRON ROD NO. 6112 ON THE EAST RIGHT OF WAY LINE TO THE  
POINT OF BEGINNING.

CONTAINING 0.47 ACRE MORE OR LESS.

LEGAL DESCRIPTION:  
PARCEL "C"  
(PREPARED AT CLIENT'S REQUEST)

A PORTION OF SECTION 18, TOWNSHIP 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
COMMENCE AT A 1" DIAMETER IRON AXLE, ALSO BEING THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THENCE N04°40'21"E ALONG THE EAST LINE OF SAID SECTION 20 A DISTANCE OF 1883.64 FEET TO A NAIL AND DISC NO. 3293, ALSO BEING THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 18, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE CONTINUE N04°40'21"E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, SAME LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF WHITMIRE STREET (RIGHT OF WAY VARIES) A DISTANCE OF 1470.46 FEET TO A NAIL & DISC NO. 6112 FOR THE POINT OF BEGINNING;

THENCE CONTINUE N04°40'21"E ALONG SAID EAST RIGHT OF WAY LINE OF WHITMIRE STREET A DISTANCE OF 144.00 FEET TO A NAIL AND DISC NO. 6112, ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OR. BOOK 5778 AT PAGE 109;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF WHITMIRE STREET N89°01'49"E ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OR. BOOK 5778 AT PAGE 109 AND CONTINUING THE SAME COURSE ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OR. BOOK 392 AT PAGE 988 A DISTANCE OF 258.00 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN OR. BOOK 3447, AT PAGE 200;

THENCE N01°04'45"W ALONG THE WEST LINE OF SAID PROPERTY A DISTANCE OF 99.50 FEET TO A POINT, BEING THE NORTHWEST CORNER OF SAID PROPERTY PER OR. BOOK 3447, PAGE 200;

THENCE N89°01'49"E ALONG THE NORTH LINE OF SAID PROPERTY A DISTANCE OF 190.00 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE NORTHEAST CORNER OF SAID PROPERTY PER OR. BOOK 3447, PAGE 200;

THENCE S01°08'22"E A DISTANCE OF 471.71 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN OR. BOOK 420 AT PAGE 126;

THENCE S89°01'49"W ALONG THE SOUTH LINE OF SAID PROPERTY A DISTANCE OF 156.00 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN OR. BOOK 6053 AT PAGE 1289;

THENCE N04°40'21"E ALONG THE EAST OF SAID PROPERTY A DISTANCE OF 230 FEET TO A 1/2" CAPPED IRON ROD NO. 6112, ALSO BEING THE NORTHEAST PROPERTY CORNER OF SAID PROPERTY PER OR BOOK 6053, PAGE 1289;

THENCE S89°01'49"W A DISTANCE OF 330.00 FEET TO A NAIL AND DISC NO. 6112 BEING ON THE EAST RIGHT OF WAY LINE OF WHITMIRE STREET AND THE POINT OF BEGINNING;  
CONTAINING 2.69 ACRES MORE OR LESS.

**NOTICE OF PROPOSED PROPERTY TAXES**  
**ESCAMBIA COUNTY TAXING AUTHORITIES**

Location: 1836 OLIVE RD  
 BEG AT SE COR OF LT 3 N 0  
 DEG 0 MIN W ALG E LI 312  
 93/100 FT TO NE COR OF...

28 - 007318 / 006779 JMS70046  
 OLIVE BAPTIST CHURCH INC  
 1836 OLIVE RD  
 PENSACOLA FL 32514-7555

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 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.

Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Taxing Authority	LAST YEAR'S TAXABLE VALUE	YOUR FINAL TAX RATE AND TAXES LAST YEAR		CURRENT TAXABLE VALUE	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	(2009)	(2009)		(2010)	(2010)		(2010)	
	COLUMN 1	COLUMN 2		COLUMN 3	COLUMN 4		COLUMN 5	
		MILLAGE RATE	TAXES		MILLAGE RATE	TAXES	MILLAGE RATE	TAXES
COUNTY	\$0	6.975500	\$0	\$0	7.370600	\$0	6.975500	\$0
SCHOOL BY STATE LAW	\$0	5.612000	\$0	\$0	5.903200	\$0	5.631000	\$0
SCHOOL BY LOCAL BOARD	\$0	2.248000	\$0	\$0	2.364600	\$0	2.229000	\$0
SHERIFF	\$0	0.685000	\$0	\$0	0.726700	\$0	0.685000	\$0
WATER MANAGEMENT	\$0	0.045000	\$0	\$0	0.049200	\$0	0.045000	\$0
			\$0			\$0		\$0

PROPERTY APPRAISER VALUE INFORMATION								
	COUNTY		PUBLIC SCHOOLS		MUNICIPAL		OTHER DISTRICTS	
	2009	2010	2009	2010	2009	2010	2009	2010
LESS APPLIED ASSESSMENT REDUCTIONS								
Save Our Homes Cap	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non-Homestead Cap	\$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
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	\$13,664,441	\$13,588,308	\$13,664,441	\$13,588,308	\$0	\$0	\$13,664,441	\$13,588,308
<b>TAXABLE VALUE</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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) 595-4900  
 Water Management..... (850) 484-5125  
 School Board ..... (850) 432-6121  
 City of Pensacola..... (850) 435-1626  
 City 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. 3, 2010**

**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 32502-5836**  
**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
CENTURY COUNTY DOWNTOWN PENSACOLA SCHOOL	CENTURY CITY HALL	Sep 10 2010	5:01PM	(850)256-3208
	BOARD CHAMBERS	Sep 9 2010	5:01PM	(850)595-4900
	CITY HALL	Sep 8 2010	5:15PM	(850)435-1628
	CITY HALL	Sep 8 2010	5:15PM	(850)435-1628
BY LOCAL BOARD BY STATE LAW	DR. VERNON MCDANIEL BLDG	Sep 13 2010	5:30PM	(850)432-6121
SHERIFF	BOARD CHAMBERS	Sep 9 2010	5:01PM	(850)595-4900
WATER MANAGEMENT	CRESTVIEW OFFICE	Sep 14 2010	5:05PM	(850)484-5125

**Explanation of TAXING AUTHORITY TAX INFORMATION**

**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, 2010.

**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 APPLICABLE VALUE INFORMATION**

**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:

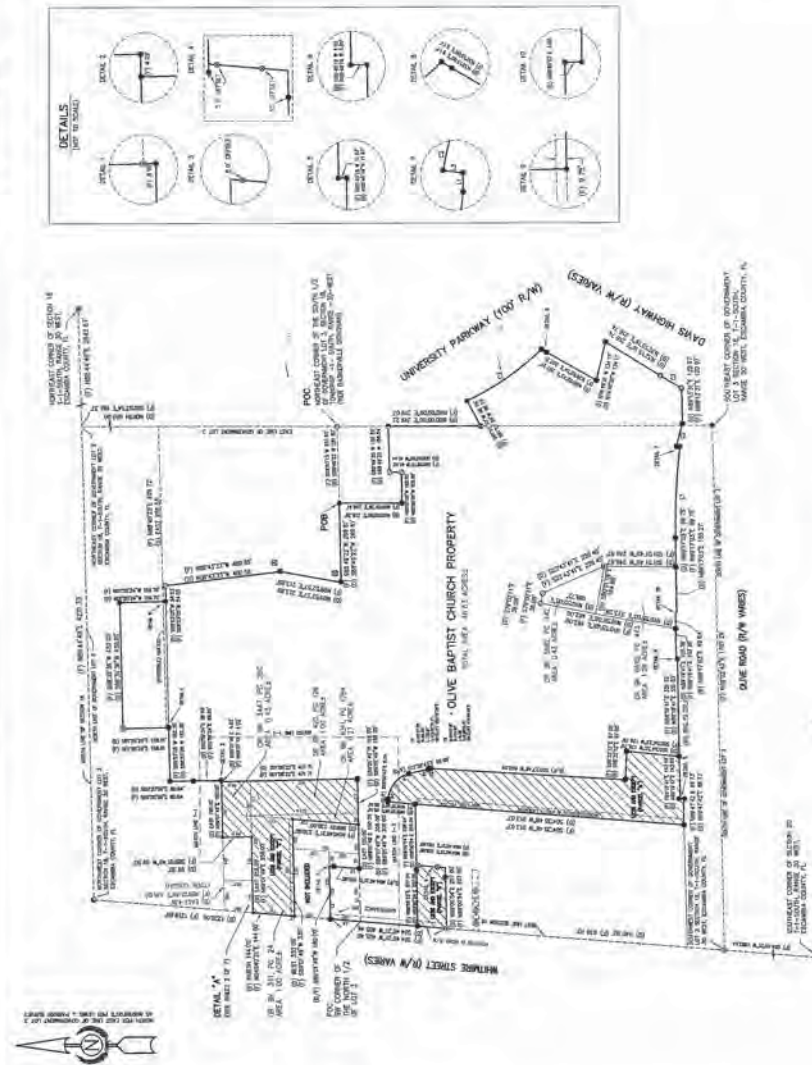
All persons entitled to a homestead exemption under Section 6 of this Article shall have their homestead assessed at just value as of January 1 of the year following the effective date of this amendment. This assessment shall change only as provided herein.

(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.



**SURVEYOR'S NOTES:**

1. Easements shown are referenced to the East side of Government Lot 3, Section 18, Township 1 South, Range 40 West, Escambia County, Florida as North 00°30'00" East per Survey by Lewis J. Parker, Dated 12-11-90.
2. The Right of Way of University Parkway and Olive Road are per Escambia County Ordinance 4076-2000, Ordinance 4076-2000, Section 1-101.
3. Survey is based on previous surveys by Lewis J. Parker, Escambia County Engineering Department of Escambia County, Florida.
4. The Survey does not necessarily reflect or determine ownership.
5. Land shown herein was not obstructed by easements and/or right of ways recorded in the public records.
6. No portion of this public report has been completed by this firm to determine and identify any ambiguities in the title.
7. The location of this survey should be performed in order to ascertain clear title.

- LEGEND**
- 1. Surveyed and not on file
  - 2. Surveyed and on file
  - 3. Surveyed and on file
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**LEGAL DESCRIPTION:** (reference to survey history)

OLIVE BAPTIST CHURCH PROPERTY

A CERTAIN PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 40 WEST, ESCAMBIA COUNTY, FLORIDA, COMMENCED AS FOLLOWS:

... (Detailed legal description text) ...

... (Continuation of legal description text) ...

... (Continuation of legal description text) ...

**LEGAL DESCRIPTION:** (reference to survey history)

OLIVE BAPTIST CHURCH PROPERTY

... (Detailed legal description text) ...

SCALE	1" = 200'
DATE	08-01-08
FIELD DATE	08-01-08
ORDER NO.	095-01-001
FIELD BOOK	095-01-001
FIELD NO.	1467/AM/25
DRAWN BY:	WILLIAM J. BUTLER

© COPYRIGHTED 2008 BY BUTLER AND ASSOCIATES OF PENACOLA, INC.

... (Copyright notice text) ...

**Butler & Associates of Pensacola, Inc.**  
 Professional Surveyors and Mappers  
 240 EAST DUNE ROAD, SUITE 204  
 PENSACOLA, FLORIDA 32503  
 TEL: (904) 472-4288  
 FAX: (904) 472-4446

**OLIVE BAPTIST CHURCH**

CLIENT

REVISIONS	DATE
FIELD BOOK	08-01-08
LEGAL DESCRIPTION	N/A
LEGAL RESERVATION	N/A
EASMENTS	N/A





**Development Services Bureau**  
Escambia County, Florida

2/9

**PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM**

18-15-30-3304-000-000  
Property Reference Number

Olive Baptist / Ministry Villages  
Name

\_\_\_\_\_  
Address

Owner

Agent

Referral Form  
Included? Y / N

**MAPS PREPARED**

**PROPERTY INFORMATION**

Zoning

Current Zoning: R-5 Size of Property: \_\_\_\_\_ +/-

FLU

Future Land Use: MU-Urban Commissioner District: \_\_\_\_\_

Aerial

Overlay/AIPD: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Other: \_\_\_\_\_

Redevelopment Area: \_\_\_\_\_

**COMMENTS**

Desired Zoning: C-1

Is Locational Criteria applicable? Yes If so, is a compatibility analysis required? no  
properties to be rezoned are under 2 owners -> need 2 Limited PDVA / application pages 1-3  
will only need one boundary survey - need deeds for each property  
backup documentation that person signing as property owner has authority

Deadlines: application - 3/3 Planning Board - 4/11 BCC: 5/5

Applicant will contact staff for next appointment

Applicant decided against rezoning property

Applicant was referred to another process

BOA

DRC

Other: \_\_\_\_\_

Process Name

Staff present: 595-3464 Lynette Harris, 505-3490 David Forte

Date: 2/9/11

Applicant/Agent Name & Signature: [Signature]

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

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

(Revised 09/18/2010)



**Development Services Bureau  
Building Inspections Division**

3363 West Park Place  
Pensacola, Florida, 32505  
(850) 595-3550  
Molino Office - (850) 587-5770

**RECEIPT**

Receipt No. : **526990**

Date Issued. : 03/02/2011

Cashier ID : KLHARPER

Application No. : PRZ110300004

Project Name : Z-2011-06

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	2640	\$1,250.00	App ID : PRZ110300004
		<b>\$1,250.00</b>	Total Check

Received From : MINISTRY VILLAGE AT OLIVE, INC

Total Receipt Amount : **\$1,250.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110300004	621086	2,500.00	\$0.00	1836 E OLIVE RD, PENSACOLA, FL, 32514

<b>Total Amount :</b>	<b>2,500.00</b>	\$0.00	Balance Due on this/these Application(s) as of 3/3/2011
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**Development Services Bureau  
Building Inspections Division**

3363 West Park Place  
Pensacola, Florida, 32505  
(850) 595-3550  
Molino Office - (850) 587-5770

**RECEIPT**

Receipt No. : **526988**

Date Issued. : 03/02/2011

Cashier ID : KLHARPER

Application No. : PRZ110300004

Project Name : Z-2011-06

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	057115	\$1,250.00	App ID : PRZ110300004
		<b>\$1,250.00</b>	<b>Total Check</b>

Received From : OLIVE BAPTIST CHURCH

Total Receipt Amount : **\$1,250.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110300004	621086	2,500.00	\$0.00	1836 E OLIVE RD, PENSACOLA, FL, 32514

<b>Total Amount :</b>	<b>2,500.00</b>	<b>\$0.00</b>	Balance Due on this/these Application(s) as of 3/3/2011
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FERRY PASS STATION INC  
C/O PHILLIPS EDISON & CO  
ATTN CAM & RECOVERIES  
11501 NORTHLAKE DR  
CINCINNATI OH 45249

CVS 4458 FL LLC  
1 CVS DR  
WOONSOCKET RI 02895

FLORIDA STATE OF DEPT OF  
TRANSPORTATION  
PO BOX 607  
CHIPLEY FL 32428

WEST FLORIDA MEDICAL CENTER CLINIC  
C/O FINANCE DEPT  
8333 N DAVIS HWY  
PENSACOLA FL 32514

SMITH MELVIN R &  
1074 HARBOR LN  
GULF BREEZE FL 32563

NEW ENGLAND HOLDINGS  
803 STANLEY AVE  
PENSACOLA FL 32503

PERRY CHARLES A  
7346 LEONARD BARNES RD  
HOLT FL 32564

NHC HEALTHCARE/PENSACOLA INC  
8475 UNIVERSITY PKWY  
PENSACOLA FL 32514

PENSACOLA TOPDRESSING LLC  
4340 BEUA TERRA LN  
PENSACOLA FL 32514

ORTEGA TEODORO K & ESTELA R  
471 TANGLEWOOD DR  
PENSACOLA FL 32503

LINDSEY CHANDLER  
1535 ACORN LN  
PENSACOLA FL 32514

DENTON CHRISTOPHER S  
4800 TAMPA DOWNS BLVD  
LUTZ FL 33559

CEMETERY WHITMIRE  
C/O CHARLES F CREIGHTON JR  
4405 SKYLARK RD  
MILTON FL 32583

HANNAH JAMES F  
PO BOX 15483  
PENSACOLA FL 32514

EMMONS HEATH A  
8344 WHITMIRE DR  
PENSACOLA FL 32514

CHEN THOMAS & OLIVIA  
9801 BRIDGEWOOD LN  
PENSACOLA FL 32514

SMITH BARRY K  
3539 FIRESTONE BLVD  
PENSACOLA FL 32503-4270

MINISTRY VILLAGE AT OLIVE INC  
1836 E OLIVE RD  
PENSACOLA FL 32514

FREEMAN EARL & CLARA C  
8260 WHITMIRE DR  
PENSACOLA FL 32514

QUEEN TIMOTHY &  
8242 WHITMIRE DR  
PENSACOLA FL 32514

HODNETTE MEDICAL CENTER CLINIC  
8333 N DAVIS HWY  
PENSACOLA FL 32514

HALL JOHN E JR &  
2840 ENDOR RD  
PENSACOLA FL 32503

UNIVERSITY PARKWAY DEVELOPERS  
120 E MAIN ST STE A  
PENSACOLA FL 32502

MOULTON PROPERTIES INC  
PO BOX 12524  
PENSACOLA FL 325912524

OLIVE BAPTIST CHURCH INC  
1836 OLIVE RD  
PENSACOLA FL 32514

SIMMONS MARGARET  
1832 E OLIVE RD  
PENSACOLA FL 32514

HARRIS RUSSELL H & PAULA W  
1007 BRANDERMILL DR  
CANTONMENT FL 32533

GRANDVIEW RETIREMENT CENTER INC  
1706 E OLIVE RD  
PENSACOLA FL 32514

ROBERTSON LARRY L &  
3420 GEEKER ST  
PENSACOLA FL 32514

SOUTHERN BELL TELEPHONE & TELEGRAPH  
C/O AT&T SOUTHEAST DEPT  
MIKE RHYMES  
1025 LENOX PARK BLVD # 3B23  
ATLANTA GA 30319

BOBBY PRICE  
1323 SOARING BLVD  
CANTONMENT, FL 32533

JERNIGAN ROBERT A SR  
JERNIGAN ROBERT A JR &  
9779 QUAIL HOLLOW CT  
PENSACOLA FL 325145678

SPACEBOX PENSACOLA LLC  
112 SHEFFIELD LOOP # D  
HATTIESBURG MS 39402

WALGREEN CO  
REAL ESTATE LAW DEPT STORE NO 9916  
MSC 1420  
104 WILMOT RD  
DEERFIELD IL 60015

DAVIS H L COMPANY INC  
C/O JUDI BRIGAN  
3405 RIVERINA DR  
PENSACOLA FL 32514

FARISH DAVID A  
1567 HUNTER CREEK DR  
CANTONMENT FL 32533

FARISH DAVID A  
1567 HUNTERS CREEK DR  
CANTONMENT FL 32533

AGEE DAVID C & JOYCE B  
1615 E OLIVE RD  
PENSACOLA FL 32514

LANDSCAPE MANAGEMENT OF  
PENSACOLA INC  
1611 OLIVE RD  
PENSACOLA FL 32514

AGEE DAVID C  
1615 E OLIVE RD  
PENSACOLA FL 32514

THARP WILLIAM J TRUSTEE FOR  
9190 N EIGHT MILE CREEK RD  
PENSACOLA FL 32534

KSS RESIDENTIAL HOLDINGS LLC  
PO BOX 422  
GULF BREEZE FL 32562

THARP WILLIAM J TRUSTEE FOR  
9190 N 8 MILE CREEK RD  
PENSACOLA FL 32534

NORRELL CHARLES A & MICHELLE C  
1616 BLACKWELL LN  
PENSACOLA FL 32514

VOLUNTEERS OF AMERICA OF FLORIDA INC  
1205 EAST 8TH AVE  
TAMPA FL 33605

CELAIRE GLENELLA  
7915 WHITMIRE DR  
PENSACOLA FL 32514

GLEATON ERIC  
102 E NINE MILE RD  
PENSACOLA FL 32534

HICKS DUANE &  
1716 BLACKWELL LN  
PENSACOLA FL 32514

HESS ROY L EST OF  
3930 KINGSBERRY DR  
PENSACOLA FL 32504

BLUEWATER WASH SYSTEMS LLC  
7594 VINCA ST  
NAVARRE FL 32566

SWEETWATER HOLDING LLC  
1810 BLACKWELL LN  
PENSACOLA FL 32514

XIANG XUE-CUI &  
4353 MIDMOST DR  
MOBILE AL 36609

SPIRIT MASTER FUNDING IV LLC  
14631 N SCOTTSDALE STE 200  
SCOTTSDALE AZ 852542711

PENSACOLA POOLS INC  
3480 GULF BREEZE PKWY  
GULF BREEZE FL 32563

BEAVERS INC  
50 BEAL PKY SW # 4  
FORT WALTON BEACH FL 32548

LEONARD JOSEPH H  
PO BOX 11471  
PENSACOLA FL 32524

MITCHELL COMPANY INC  
PO BOX 160306  
MOBILE AL 36616

NORTHCROSS SHOPPING CENTER LLC  
118 N ROYAL ST # 601  
MOBILE AL 36602

WERNICKE GILDA V  
5140 GULL POINT DR  
PENSACOLA FL 32504

COLLINSWORTH CONNIE L 1/3  
C/O RALPH E FLOWERS  
8271 MAE AVE  
PENSACOLA FL 32514

PINNACLE TOWERS INC  
PMB 353  
4017 WASHINGTON RD  
MCMURRY PA 15317

NOWLIN JANICE  
8351 WHITMIRE RD  
PENSACOLA FL 32514

HARTLEY WILLIAM E & DIANE  
650 BENJULYN RD  
CANTONMENT FL 32533

PHAM PHUOC HAO C  
6361 AUDUBON DR  
PENSACOLA FL 32504

JOHNSTON ANTONIO D & PAMILA E  
1530 ACORN LN  
PENSACOLA FL 32514

NGUYEN KIM VAN THI  
8261 WHITMIRE RD  
PENSACOLA FL 325144626

SMITH DIANNA G YOUNG  
8251 WHITMIRE DR  
PENSACOLA FL 32514

ESCAMBIA COUNTY  
221 PALAFOX PL STE 420  
PENSACOLA FL 32502

TUGGLE DOROTHY  
4627 CALLE VENTOSO  
PENSACOLA FL 32514

HEALY DANIEL W  
1600 ACORN LN  
PENSACOLA FL 32514

BARNETT CALVIN N & CAROLYN J  
8201 WHITMIRE RD  
PENSACOLA FL 32514

GRINDLEY FLOYD  
8211 WHITMIRE RD  
PENSACOLA FL 32514

PILZ JAIME  
207 MATHEWS ST APT 15  
FT COLLINS CO 80524

ROBINSON GARRY & ELLA MAE  
8231 WHITMIRE RD  
PENSACOLA FL 32514

WALKER RICHARD E & DEBORAH M  
10376 O DANIEL DR  
PENSACOLA FL 32514

COLEMAN VICTORIA M  
8281 WHITMIRE RD  
PENSACOLA FL 32514

COLLEY BILLY  
8311 WHITMIRE RD  
PENSACOLA FL 32514

PARKIN LOUIS S JR  
8291 WHITMIRE DR  
PENSACOLA FL 32514

ABENDAN CELLIE T  
2340 ARRIVISTE WAY  
PENSACOLA FL 32504

CANARSKY FORTUNATA C  
9121 DAYTONA DRIVE  
PENSACOLA FL 32506

PAF INVESTMENTS LTD  
4747 HICKORY SHORES  
GULF BREEZE FL 32563

CANARSKY FORTUNATA C  
9121 DAYTONA DR  
PENSACOLA FL 32506

SEIGNEMARTIN JOHN D &  
2784 PEBBLE BEACH DR  
NAVARRE FL 32566

WILLIAMS ROCKY N & FAITH A  
5814 ST BENEDICT AVE  
PENSACOLA FL 32503

SEIGNEMARTIN JOHN D &  
2784 PEBBLE BEACH DR  
NAVARRE FL 32566

NICHOLS ESAU  
PO BOX 42368  
ATLANTA GA 30311

ADAMS HUGH M TRUSTEE FOR  
11573 EMBERS CT  
RESTON VA 201913003

WILLIAMS ROCKY N & FAITH A  
5814 ST BENEDICT RD  
PENSACOLA FL 32503

HAYNES JAMES W II  
3 W GARDEN ST SUITE 373  
PENSACOLA FL 32502-5673

ROBINSON ROBERT J  
8333-A COUNTRY WALK DR  
PENSACOLA FL 32514

PETERSON WENDY  
8485 EIGHT MILE CREEK RD  
PENSACOLA FL 32526

VANA RAMI  
73 SAVOY ST  
PROVIDENCE RI 02906

SECRETARY OF HOUSING AND URBAN  
C/O NHMS LLC  
2600 DOUGLAS RD STE 800  
CORAL GABLES FL 33134

COLLECTIVE FEDERAL SAVINGS  
PO BOX 100537  
FLORENCE SC 29501

RAGSDALE THERESSA L  
8341 COUNTRY WALK DR APT A  
PENSACOLA FL 32514

MCKEE LINDA M  
8350-C COUNTRY WALK DR  
PENSACOLA FL 32514

MCDONALD MARTHA J &  
8341 COUNTRY WALK DR APT B  
PENSACOLA FL 32514

JARMAN BILLIE F  
8350 COUNTRY WALK DR APT A  
PENSACOLA FL 325144633

WILLIAMS VERA M  
8341-C COUNTRY WALK DR  
PENSACOLA FL 32514

VANA RAMI  
73 SAVOY ST  
PROVIDENCE RI 02906

LEE PAUL A  
8350-D COUNTRY WALK DR  
PENSACOLA FL 32514

CASTILLO CARLOS JR & IVY  
6998 SUMMIT DR  
NAVARRE FL 32566

JOHNSTONE BRENDA J  
6309 VICKSBURG DR  
PENSACOLA FL 32503

GIBB SHARON C  
8360-B COUNTRY WALK DR  
PENSACOLA FL 32514

BAGGETT JANICE C  
8360-C COUNTRY WALK DR  
PENSACOLA FL 32514

TREVINO MARILYN C  
2791 ROSEMONT DR  
NAVARRE FL 32566

KEENE BRUCE H  
3140 BAYVIEW DR  
GREEN BAY WI 54311

BRANDON DAMIEN M ISOM  
8380 COUNTRY WALK DR APT A  
PENSACOLA FL 32514

PRITCHARD JUSTIN W  
8380-B COUNTRY WALK DR  
PENSACOLA FL 32514

HANKINSON GREGORY C &  
8380 COUNTRY WALK #D  
PENSACOLA FL 32514

COUNTRY WALK HOMEOWNERS  
ASSOCIATION INC  
C/O GULF & SOUND LAND CORP  
PO BOX 10729  
PENSACOLA FL 32524

EICHELBERG DUSTIN M  
8125 WHITMIRE DR  
PENSACOLA FL 32514

WATERS BRYAN A  
8115 WHITMIRE DR  
PENSACOLA FL 32514

GALLANT THOMAS E & SHARON  
3094 MARCUS POINT BLVD  
PENSACOLA FL 32505

LAMBERT TERRY  
8145 WHITMIRE DR  
PENSACOLA FL 32514

COMPARETTA IMOGENE VICKERY  
8130 ERNESTINE RD  
PENSACOLA FL 32514

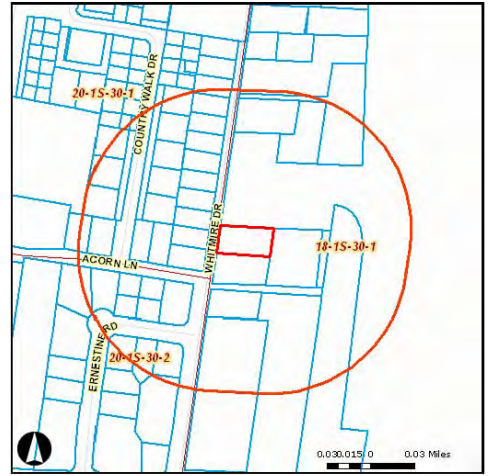
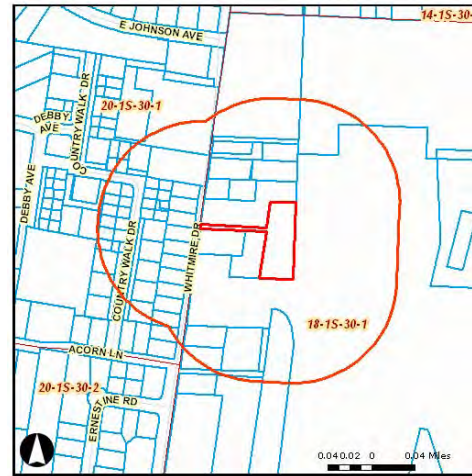
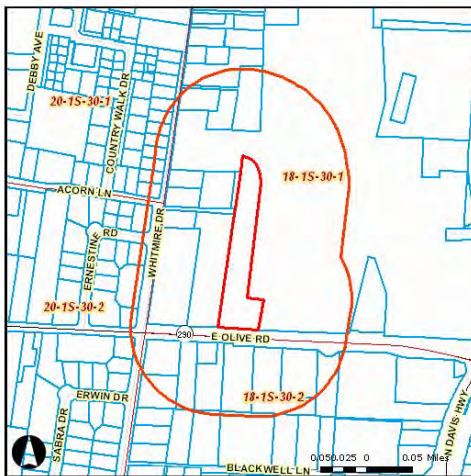
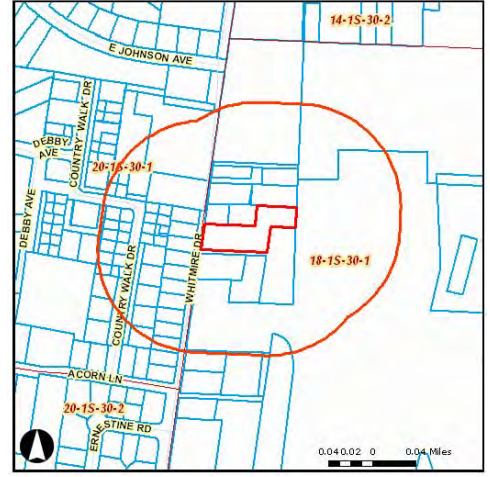
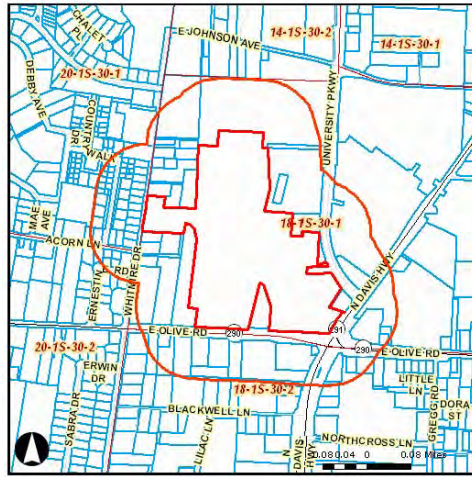
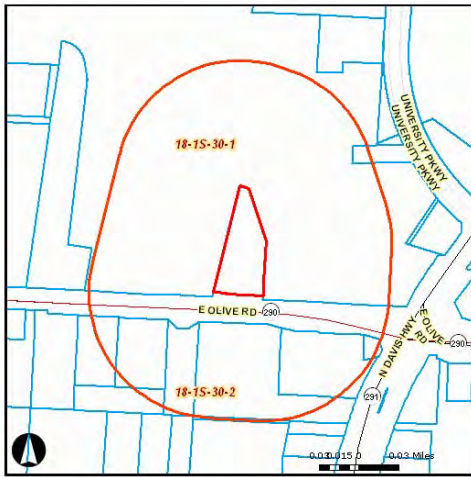
HART THOMAS M &  
5520 N LAK A YUCCA  
TUCSON AZ 85743

SANGILLO GEORGE T & MARIA R  
4280 LAVALLET CIR  
PENSACOLA FL 32504

KW OF THE EMERALD COAST CORP  
PO BOX 5461  
FORT WALTON BEACH FL 32548

GALLANT THOMAS E & SHARRON E  
3094 MARCUS POINT BLVD  
PENSACOLA FL 32505

# ECPA MAPS



- Map Grid
- Major Roads
- County Road
  - Inter State
  - State Road
  - US Highway

- All Roads
- Property Line

**PLEASE NOTE:** This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES BUREAU  
3363 WEST PARK PLACE  
Pensacola, FL 32505  
(850) 595-3475 - Phone  
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Development Services  
Bureau

T. Lloyd Kerr, AICP  
Bureau Chief

ESCAMBIA COUNTY PLANNING BOARD

Chamber Rules

1. All who wish to speak will be heard.
2. This form must be filled out and given to the Planning Board Clerk in order to be heard.
3. When the Chairman calls your name to speak, please come to the podium, adjust the microphone so you can be heard clearly, then state your NAME and ADDRESS for the record.
4. You are requested to keep your remarks BRIEF and FACTUAL.
5. Both sides of an issue will be granted uniform time to speak, normally 3 – 5 minutes.
6. Should there be a need for information to be handed out, the procedure is:
  - A. Copies are given to the Clerk for distribution.
  - B. Clerk distributes copies to the Board members and staff (13 copies are needed in total)
  - C. One copy is placed in the official meeting file.

All items with an asterisk \* are required.

Please Print Clearly

\*Name: Robby Price \*Phone: 850 336 5509  
 \*Address: 1323 Seaziny Blvd \*City, State, Zip: Cantonment, FL 32533  
 \*Agenda Item: Z-2011-06 A Date: 4/11/11  
 \*Rezoning Case #: Z-2011-06  In Favor  Against

\*\*\*\*\*  
 OFFICE USE ONLY:  
 Further Staff Action required:  Yes  No  
 Comments: \_\_\_\_\_



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All items with an asterisk \* are required.

Please Print Clearly

\*Name: Dianna Young-Smith \*Phone: (850) 477-8170  
 \*Address: 8251 Whitmire Dr \*City, State, Zip: Pen, FL 32514  
 \*Agenda Item: \_\_\_\_\_ Date: \_\_\_\_\_  
 \*Rezoning Case #: Z-2011-06 In Favor  Against

\*\*\*\*\*  
 OFFICE USE ONLY:  
 Further Staff Action required: \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Comments: \_\_\_\_\_

**Z-2011-07**

**PLANNING BOARD REZONING HEARINGS - APRIL 11, 2011**

**21**

1 \* \* \*

2 CASE NO: Z-2011-07

3 Location: 30 BLK & 35 Mason Lane

4 Parcel: Portions of 47-1S-30-1101-030-004 &

5 47-1S-30-1101-008-001

6 From: R-6, Neighborhood Commercial and

7 Residential District (Cumulative),

8 High Density (25 du/acre)

9 & C-1, Retail Commercial District

10 (cumulative) (25 du/acre)

11 To: ID-CP, Commerce Park District (Cumulative)

12 (No residential uses allowed.)

13 FLU Category: MU-U, Mixed Use Urban

14 BCC District: 3

15 Requested by: Wiley C. "Buddy" Page, Agent for

16 Mabel M. Kirkland, Life Estate;

17 Darron and Cynthia Cunningham, Owners.

18 MR. TATE: We're going to go ahead and

19 move to Z-2011-07. The second rezoning application

20 for consideration is Case Number Z-2011-07, which

21 requests rezoning of the 30 Block and 35 Mason Lane

22 from R-6, Neighborhood Commercial, to ID-CP,

23 Industrial Commerce Park, as requested by Mr. Buddy

24 Page.

25 Members of the board, have there been any ex

parte' communications between you and the applicant

or the applicant's agents, attorneys or witnesses,

with fellow Planning Board members or anyone from

the general public prior to this hearing and have

you visited the subject property? Please also

disclose if you are a relative or business associate

of the applicant or the applicant's agent.

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**22**

1 We'll go ahead and start with Ms. Sindel and

2 work our way down.

3 MS. SINDEL: No discussion. I am familiar with

4 the property.

5 MR. WINGATE: There's been no communication,

6 but I'm familiar with the property and have been on

7 the site.

8 MS. DAVIS: No communication at all.

9 MR. TATE: No communication, and know the

10 location only.

11 MR. BARRY: No communication. I am familiar

12 with the property.

13 MR. GOODLOE: No communication and I have not

14 visited the parcel.

15 MS. ORAM: Negative to everything.

16 MR. TATE: Staff, was notice of the hearing

17 sent to all interested parties?

18 MS. SPITSBERGEN: Yes, sir, it was.

19 MR. TATE: Was notice of the hearing posted on

20 the subject property?

21 MS. SPITSBERGEN: Yes, sir, it was.

22 MR. TATE: Staff will now present the maps and

23 photographs for Case Z-2011-07.

24 MS. HARRIS: Lynette Harris, Urban Planner,

25 Development Services.

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**23**

1 I'll go through the maps and photographs for

2 Case Z-2011-07. The request is from R-6 and C-1 to

3 ID-CP, Commerce Park. We have the location and

4 wetlands map. The aerial photograph of the

5 property. The Future Land Use and existing land use

6 map. And the property is in the Palafox Brownfield

7 Overlay. And we have the 500-foot zoning map.

8 The public notice sign posted on the property.

9 This is looking east along Mason Lane. Looking west

10 along Mason Lane. Looking northwest from the

11 property. And looking northeast from the property.

12 And a photograph of the subject property.

13 Once again we have the 500-foot radius map

14 obtained from the Escambia County Property

15 Appraiser's Website, along with the mailing list.

16 And that concludes the maps and photographs for

17 Z-2011-07.

18 MR. TATE: Thank you. Would the applicant's

19 representative please come forward and be sworn in.

20 (Buddy Page sworn.)

21 MR. TATE: Please state your full name and

22 address for the record.

23 MR. PAGE: Mr. Chairman, Buddy Page, 5337

24 Hamilton, Pace, Florida 32571.

25 MR. TATE: Have you received a copy of the

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**24**

1 rezoning hearing package with staff's

2 Findings-of-Fact?

3 MR. PAGE: Yes, sir.

4 MR. TATE: Do you understand that you have the

5 burden of providing substantial competent evidence

6 that the proposed rezoning is consistent with Comp

7 Plan, furthers goals, objectives and policies of the

8 Comp Plan and is not in conflict with any portion of

9 the County's Land Development Code?

10 MR. PAGE: Yes, sir.

11 MR. TATE: Please proceed with your

12 presentation.

13 MR. PAGE: Thank you, Mr. Chairman. I would

14 like for my testimony to be considered that of an

15 expert witness.

16 MR. TATE: Board, do you have any questions?

17 MS. SINDEL: No.

18 MR. TATE: We have previously qualified

19 Mr. Page as an expert witness. Do we need to take a

20 motion on that? I don't believe we do.

21 Yes, sir.

22 MR. PAGE: Thank you, Mr. Chairman. The

23 application before you this morning is requesting

24 consideration to change several parcels of property

25 that you saw on the overhead from residential and

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1 commercial to -- our original request was for C-2.  
 2 We turned that application in to the staff and staff  
 3 reviewed it and after some discussion came back and  
 4 said based upon all of the things that are about to  
 5 occur in that area, which I'll get into here  
 6 momentarily, they felt like that it would be a  
 7 better fit and things that will happen in the future  
 8 for this to be bumped up to ID-CP as opposed to the  
 9 C-2 that we had requested and we certainly concurred  
 08:59 10 with that, amended the application and that's what  
 11 is being requested of you this morning.

12 We note in the staff Findings-of-Fact,  
 13 Mr. Chairman, that we're consistent with the  
 14 Comprehensive Plan, item one, and consistency with  
 15 the code, number two. We concur with staff's  
 16 findings in those matters.

17 Item number three, compatibility with  
 18 surrounding areas, as I indicated the industrial  
 19 nature of that area probably within the past ten  
 08:59 20 days took a significant different step than it had  
 21 up to that point. The staff may be able to update  
 22 us, and correct me if I'm wrong, but I believe the  
 23 County last week voted to take all that property  
 24 that had been condemned because of the pollution and  
 25 what have you by EPA and turn that over to the City.

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1 It would then join the City's industrial park that  
 2 already exists near the intersection of Fairfield  
 3 and 29, Palafox, and extend it then almost all the  
 4 way up to -- well, it does extend it up to and  
 5 behind this particular property that is the subject  
 6 of our application here this morning. I think the  
 7 City will certainly take the County up on that. It  
 8 will be in their interest to have all of those  
 9 industrial parks interrelated.

09:00 10 The applicant that owns this particular piece  
 11 of property has a right-of-way that is dedicated --  
 12 you may be able to see that in the overhead, but it  
 13 is a dedicated right-of-way to the County that comes  
 14 from this industrial park main road right up to  
 15 their property edge and they are interested in  
 16 making that connection into the park. And, of  
 17 course, they understand that the ID-CP, one of the  
 18 requirements there is for additional landscaping  
 19 requirements and they certainly want to have it  
 09:00 20 upgraded and have the same landscaping as the  
 21 industrial park will have to make it even more  
 22 consistent in that particular area.

23 In addition to that, under changed conditions,  
 24 I think staff could update us, too, this morning on  
 25 a request that's been turned in. I think they have

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1 probably have already even turned in their  
 2 construction and site plans for the absolute corner  
 3 of Mason and Highway 29, which would be the  
 4 southeast corner, is going to be a Racetrac  
 5 convenience store. That property then will back up  
 6 and adjoin this particular piece of property that's  
 7 owned by Sequel Electric. So that is a changed  
 8 condition that will considerably upgrade that area.

9 Many of you may recall that the frontage road  
 09:01 10 right in through there for years has always been  
 11 peddlers selling vegetables or any number of things  
 12 along that particular stretch on either side of  
 13 Mason Lane and this will certainly change that,  
 14 especially with the landscaping requirements for the  
 15 entranceway along Palafox Highway that will be  
 16 required by the County.

17 As you saw on the overhead, the natural  
 18 environment, item number five, there are no areas of  
 19 critical state concern. There are no jurisdictional  
 09:02 20 wetland areas that we're aware of on the site. We  
 21 think that effects on the natural environment will  
 22 be negligible.

23 And development patterns, we think will be --  
 24 will continue to be logical and orderly along that  
 25 roadway. You noticed in the Future Land Use Map of  
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28

1 the area that we see now the balance of the property  
 2 all around is Mixed Use Urban, which does allow for  
 3 industrial type of -- light industrial types of  
 4 activities even for the property to the east of this  
 5 site which on the old Future Land Use Map used to  
 6 all be industrial all the way to the railroad track  
 7 which is just off of the map that you see to the  
 8 east. So we think that given all of that the  
 9 development patterns, especially what's happened in  
 09:03 10 the past ten or 20 days with the City and the County  
 11 regarding the EPA, I think it was the old Escambia  
 12 Treatment Site, I believe, was the actual name of  
 13 that particular location, but we think that the  
 14 development pattern that's existing and proposed in  
 15 the area, what we're proposing will fit in.

16 Even though it isn't a consideration for the  
 17 Board this property has been purchased by Sequel  
 18 Electric Company which presently has their warehouse  
 19 behind Vince Whibbs Cadillac, just right at the  
 09:03 20 intersection of Van Pelt and 29. They're going to  
 21 relocate that down to this particular site and make  
 22 it somewhat larger. That is the intent and the  
 23 plan.

24 Mr. Chairman, that represents our presentation  
 25 regarding the zoning criteria and our compatibility

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**29**

1 or fit with that as it is.  
 2 MR. TATE: Staff, do you have any questions or  
 3 comments for the applicant?  
 4 MS. HARRIS: No.  
 5 MR. TATE: Do you have anything further for the  
 6 Board?  
 7 MR. PAGE: No, sir.  
 8 MR. TATE: All right. We'll have staff's  
 9 presentation at this time.  
 09:04 10 (Presentation by Lynette Harris.)  
 11 MS. HARRIS: Lynette Harris, Urban Planner.  
 12 This is the staff's Findings-Of-Fact for Rezoning  
 13 Case Z-2011-07.  
 14 Criterion (1), consistent with the  
 15 Comprehensive Plan. The proposed amendment to ID-CP  
 16 is consistent with the intent and purpose of the  
 17 Future Land Use category of Mixed-Use Urban as  
 18 stated in Comp Plan Policy FLU 1.3.1. Locational  
 19 criteria as stated in Comp Plan Policy FLU 1.1.10 is  
 09:04 20 further addressed with the Land Development Code  
 21 consistency, Criterion (2). The amendment meets the  
 22 intent of Comp Plan Policy FLU 1.5.3. The parcel is  
 23 located on Mason Lane adjoining an arterial road in  
 24 close proximity to public transportation. The  
 25 parcels will be rehabilitated to make greater use of  
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**30**

1 the land and are within easily walkable distances  
 2 from other commercial uses, places of employment and  
 3 schools.  
 4 Criterion (2), consistent with the Land  
 5 Development Code. The proposed amendment is  
 6 consistent with the intent and purpose of the Land  
 7 Development Code. The proposed change does meet  
 8 roadway access stated in LDC 6.05.17.F. Direct  
 9 access is provided by Palafox Street, a public  
 09:05 10 commercial arterial roadway. The proposed request  
 11 is also consistent with the industrial locational  
 12 requirements set forth in LDC 7.20.07. There are no  
 13 natural systems or sensitive lands that may be  
 14 affected by this proposed request. The parcels are  
 15 located within close proximity to a rail system and  
 16 interstate access. The site is currently serviced  
 17 by local public service providers.  
 18 Criterion (3), compatible with surrounding  
 19 uses. The proposed amendment is compatible with  
 09:06 20 surrounding existing uses within the area. Within  
 21 the 500-foot radius impact area, staff observed one  
 22 day care, three mobile homes, nine single-family  
 23 dwellings, one building supply, six auto repair,  
 24 five commercial businesses and 24 vacant parcels.  
 25 Criterion (4), changed conditions. The two  
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**31**

1 parcels are within the Brownfield Overlay which are  
 2 located within the Palafox Redevelopment Area and  
 3 about the Escambia County Treating redevelopment  
 4 project. The County is in ongoing discussions  
 5 regarding the Escambia Treating redevelopment  
 6 project. This was the case when staff's  
 7 Findings-of-Fact were drafted. As Mr. Page stated,  
 8 at last Thursday's meeting the County agreed to  
 9 annex it to the City.  
 09:07 10 MR. WEST: Maybe I'll explain.  
 11 MS. HARRIS: I'll let Steve explain that  
 12 further.  
 13 Furthermore, the proposed zoning request to  
 14 ID-CP is consistent with the proposed zoning  
 15 designation with the Palafox Redevelopment Area  
 16 Plan. There is a letter attached from the Community  
 17 Redevelopment Agency that was attached in the  
 18 packet.  
 19 Staff also found one rezoning case, 2007-28,  
 09:07 20 which may impact the amendment or the property. The  
 21 request was to rezone one of the two properties  
 22 here, 30 Block Mason Lane from the R-6/C-1 to C-2.  
 23 The case was heard by the Rezoning Hearing Examiner  
 24 on August 27th, 2007, and the RHE recommended denial  
 25 and the Board of County Commissioners remanded the  
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**32**

1 case back to the RHE on October 4, 2007. Later the  
 2 case was withdrawn by the applicant.  
 3 Criterion (5), effect on the natural  
 4 environment. According to the National Wetland  
 5 Inventory, wetlands and hydric soils are not  
 6 indicated on the property.  
 7 When applicable, further review during the  
 8 Development Review Committee process will be  
 9 necessary to determine if there will be significant  
 09:08 10 adverse impacts on the natural environment.  
 11 Lastly, Criterion (6), development patterns.  
 12 The proposed amendment would result in a logical and  
 13 orderly development pattern. The proposed ID-CP  
 14 zoning would be compatible with the Future Land Use  
 15 category MU -- U and any future plans by the  
 16 Community Redevelopment Agency.  
 17 That concludes staff's Findings-Of-Fact.  
 18 MR. TATE: Mr. West, would you go ahead and  
 19 make your comments at this time?  
 09:08 20 MR. WEST: Just to clarify some of the  
 21 background, and you may be already aware of this,  
 22 but in this general vicinity was a company at one  
 23 time that operated under the name Escambia Wood  
 24 Treating Company. They used some very nasty  
 25 chemicals to preserve wood and those chemicals got  
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33

1 into the soil and ultimately some of the ground  
 2 water in the area. It was designated as what most  
 3 people would refer to as a super fund site, which  
 4 means that basically the federal government and the  
 5 State Department of Environmental Protection decided  
 6 it was contaminated enough for them to step in and  
 7 start cleaning it up. So they acquired a number of  
 8 parcels in the area and cleaned them up. That  
 9 cleanup is almost done, if not done already, but  
 09:09 10 when they're done cleaning it up, they don't want  
 11 the property anymore, so they want to turn it back  
 12 over to some other entity that can develop it or use  
 13 it or put it to some better use. So that's kind of  
 14 where that cleanup process is right now.  
 15 There are a number of parcels that will become  
 16 available for that to be turned over to some other  
 17 entity and this area falls kind of right on the  
 18 boundary between the City and the County. Some of  
 19 the parcels are in the City jurisdiction and some  
 09:10 20 are outside the municipal area. So the decision was  
 21 made, you know, by the County to support the City  
 22 taking the lead in acquiring those parcels from the  
 23 Department of Environmental Protection and  
 24 developing, rather than trying to do it jointly or  
 25 have the County take it over. They felt like, I  
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34

1 think, in the long term the City's intent was to  
 2 annex this area anyway so probably the best local  
 3 government entity to take title to those properties  
 4 when they become available from DEP is the City, so  
 5 a resolution was adopted by the Board at the last  
 6 meeting that just kind of reflects the intent of the  
 7 Board to support the City's acquisition of those  
 8 parcels, but there was not a formal conveyance from  
 9 the County to the City. That will all occur later  
 09:10 10 on, at least for most of the parcels, from the  
 11 Department of Environmental Protection. Are there  
 12 any questions on that?  
 13 MR. BARRY: Mr. Chairman, I didn't think it  
 14 matter, but I'll disclose I'm on PCB and it was two  
 15 weeks ago that the City and County officials had  
 16 that meeting and I was in that meeting when that was  
 17 discussed taking the property. I didn't think it  
 18 mattered with the rezoning case, but...  
 19 MS. DAVIS: I do have a question. How does  
 09:11 20 this affect the rezoning in this case today?  
 21 MR. WEST: Well, I don't know if it really  
 22 does, although it is a changed condition. Again,  
 23 nothing has really formally changed yet, but there's  
 24 at least been a position taken by the County that it  
 25 would support the City's acquisition of a number of  
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35

1 the parcels in those areas that have been acquired  
 2 by EPA and DEP that will soon be turned over to some  
 3 entity who can then develop them or take them or  
 4 reconvey or do whatever.  
 5 MR. TATE: My understanding is this is not a --  
 6 although, it's formally addressed at this meeting  
 7 this is not a new plan. This has been --  
 8 MR. WEST: It's been discussed over a period of  
 9 years.  
 09:12 10 MR. TATE: As the cleanup continued. So it's  
 11 been there. It's just we've reached the point where  
 12 it can become a formal process.  
 13 MR. WEST: Again, there's been a number of  
 14 types of arrangements considered, partnerships with  
 15 the City and either the City or the County taking  
 16 the lead. I think at this point right now that's  
 17 the decision that the Board made that it was better  
 18 that the City take the lead in acquiring all the  
 19 parcels and redeveloping that property.  
 09:12 20 MR. TATE: Mr. Page, do you have any other  
 21 comments or questions for staff?  
 22 MR. PAGE: No.  
 23 MR. TATE: Staff, do you have anything further  
 24 to present to the Board?  
 25 MS. HARRIS: No, we do not.  
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36

1 MR. TATE: At this time I will open the meeting  
 2 to public comment. For those members of the public  
 3 who wish to speak on this matter, please note that  
 4 the Planning Board bases its decision on the  
 5 criteria and exceptions described in Section  
 6 2.08.02.D of the Escambia County Land Development  
 7 Code. During its deliberations, the Planning Board  
 8 will not consider general statements of support or  
 9 opposition. Accordingly, please limit your  
 09:13 10 testimony to the criteria and exceptions described  
 11 in Section 2.08.02.D.  
 12 Please also note that only those individuals  
 13 who are present and give testimony on the record at  
 14 this hearing before the Planning Board will be  
 15 allowed to speak at subsequent hearings before the  
 16 Board of County Commissioners.  
 17 I know we do have members of the public who  
 18 wish to speak. I'll call you up one at a time. If  
 19 there is anybody else who does wish to speak and has  
 09:13 20 not already filled out a speaker request form,  
 21 please do so at this time.  
 22 Kenneth Boswell, Junior.  
 23 (Kenneth Boswell, Junior.)  
 24 MR. BOSWELL: I'm opposed to it.  
 25 MR. TATE: Do you oppose it based on the  
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37

1 criteria listed on the screen there? Do you have an  
 2 opposition based on one of those criterion or you're  
 3 just against it in general?

4 MR. BOSWELL: Just against it.

5 MR. TATE: Thank you.

6 Kenneth Boswell, Senior.

7 (Kenneth Boswell, Senior sworn.)

8 MR. BOSWELL: Good morning, Planning Board,  
 9 staff. First of all --

09:14 10 MR. TATE: Mr. Boswell, can you state your full  
 11 name and address for the record?

12 MR. BOSWELL: Kenneth C. Boswell, Senior. I  
 13 live 24 East Mason Lane. I own 30 Mason Lane and 40  
 14 Mason Lane.

15 Two years ago this same thing came up and we  
 16 opposed it then. It was my understanding that one  
 17 of the reasons that it was denied was because of the  
 18 proximity of being close to the school, which is  
 19 Brentwood Elementary School, and then the day care  
 20 center, which is down at the end of the street.

09:15 21 What's kind of happened in our neighborhood --  
 22 we're an old neighborhood. We're proud of our  
 23 neighborhood. We're constantly, the neighbors in  
 24 there are doing things to try to make the  
 25 neighborhood pleasing to sight with plants and

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38

1 cleaning up the yards and things like that. And  
 2 what's happened, this piece of property that has  
 3 been sold, it's an old piece of property. It's on  
 4 the south side of me. It's been vacant a long time.  
 5 It was owned by the McLeod family for a number of  
 6 years. Those people, I think, the one that did sell  
 7 it is in a nursing home.

8 Anyway, all of this property in there is  
 9 residential except for the day care center and my  
 10 business, which was a home-based business. I had a  
 11 small refinishing shop there. My family has been  
 12 there since the thirties.

13 One thing that really comes to my mind as being  
 14 opposed to it again is because of the things that  
 15 could happen if we put an industrial park in here or  
 16 a commerce park, which is what they want to do,  
 17 change it from what it is now, the traffic that's  
 18 going to be involved because this is a dead-end  
 19 street. Once you get to the end of it at the day  
 20 care center, I mean, you have to turn around.

09:16 21 There's nothing else there.

22 And out of all the discussion that I hear this  
 23 morning and all the discussion that we heard two  
 24 years ago, nobody takes into consideration the kids.  
 25 And you know yourself if you've got industrial stuff

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39

1 going in here, the traffic that's going to be  
 2 involved with the trucks, cars and everything else.  
 3 And some of you people that hasn't been out there to  
 4 see this property, I would really love to invite you  
 5 out there to take a look at it. Go out there in the  
 6 morning part of the day when the kids are going to  
 7 school or the afternoon. We have a lot of ladies  
 8 that work at the day care center that walk by that  
 9 property everyday, morning and evening. And I would  
 10 like to invite you to go out there.

09:17 11 Now, another thing, too, that concerns me is  
 12 what it will do to our taxes. Now, when you get  
 13 into this Brownfield Development that Mr. Page was  
 14 talking about and the staff was talking about, it  
 15 was my understanding two years ago that it stopped  
 16 at that line, which is south of me. I'm north of  
 17 Mason. I'm on the north side of Mason Lane, but it  
 18 would stop there at the south. If you go a block  
 19 over to Beggs Lane, they've moved out all of that  
 20 stuff over there. That's where one of those  
 21 apartments used to be. They had a lot of problems  
 22 over there. They moved out all of those buildings  
 23 and stuff over there. All of that stuff is vacant.

09:17 24 And it's not that I mind developing the  
 25 property. I know eventually something is going to  
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40

1 go in there. And I don't mind that, but I'm not for  
 2 industrial, but light development or such as it is  
 3 now, because like I say the property is 95 percent  
 4 residential. And I'm not against development of the  
 5 property.

6 One thing that Mr. Page did say that I don't  
 7 agree with, he talked about peddlers. There was  
 8 peddlers up there on the corner where they're going  
 9 to develop from what I understand a Racetrac, but  
 10 the man that had that fruit stand there he rented  
 11 that property to have a vegetable stand there.

12 But the biggest thing that I see -- I mean this  
 13 is almost like blockbusting to me. How would you  
 14 like it if somebody came in your neighborhood and  
 15 wanted to set up an industrial park?

16 Now, in closing, one other thing, I was told  
 17 two years ago, I know there's a lot of stuff here  
 18 about the City and the County, but from my  
 19 understanding from people I've talked to, that is a  
 20 long time off. It's not anything that's going to  
 21 happen right recently like the gentleman was talking  
 22 about. He kind of gave me the impression that  
 23 something was going to happen recently. That's not  
 24 the case. Eventually one day the City may annex us,  
 25 but I don't think that's going to be any time soon.

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**41**

1 But I would be glad to -- I think I've covered  
 2 most of the things that I read in the packet that  
 3 they sent me from the Planning Board about the  
 4 different things and I'll be glad if any of you have  
 5 any questions about anything I've said or my  
 6 properties that's involved, I'll be glad to answer  
 7 your questions or whatever.  
 8 MR. TATE: Thank you, Mr. Boswell. All right.  
 9 We'll go ahead and move on to the Cunninghams,  
 09:20 10 Cynthia and Darron Cunningham. Mr. Cunningham,  
 11 please come forward and be sworn in and state your  
 12 name and address for the record.  
 13 Would you both like to speak? When you're  
 14 done, one of you fill out a new form.  
 15 (Darron and Cynthia Cunningham sworn.)  
 16 MS. CUNNINGHAM: Hi, my name is Cynthia  
 17 Cunningham and I live at 35 Mason Lane. We are the  
 18 ones that's selling the property. And to me, me  
 19 selling it, the place they're going to build there  
 09:20 20 will help us because I'll feel safer. I have people  
 21 that live in those woods behind me. There's woods  
 22 behind me. There's woods on the side of me and  
 23 there's woods this side of me, so I have people that  
 24 live there. I can go out in the back yard. We have  
 25 a 16-year old. We go in the back yard to enjoy the  
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**42**

1 back yard and there's people in the woods. You see  
 2 them all the time running. You can see them  
 3 sleeping there. They've got little cars and tents  
 4 up. So with this property being sold to them that  
 5 would make me have a lighted area behind my house.  
 6 It cuts me off from the woods, in other words, and  
 7 that would make me feel a lot safer. And it would  
 8 be a lighted area they told me. With me having a  
 9 16-year old, I don't have to worry about her going  
 09:21 10 out the door at night or, you know, seeing all the  
 11 homeless people that's living in the woods, so that  
 12 would make us feel a lot safer.  
 13 MR. TATE: Thank you.  
 14 MS. CUNNINGHAM: Thank you.  
 15 MR. TATE: Mr. Cunningham.  
 16 Do you have a comment or question?  
 17 MR. BARRY: Just a question. Is that your  
 18 residence that's north of the -- would be the  
 19 eastern parcel?  
 09:21 20 MS. CUNNINGHAM: On the screen?  
 21 MS. HARRIS: Is that your home?  
 22 MR. CUNNINGHAM: Yes.  
 23 MS. HARRIS: The other side of the red line.  
 24 MR. TATE: Mr. Cunningham, if you would fill  
 25 out a new form just for yourself.  
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**43**

1 MR. CUNNINGHAM: Yes, sir.  
 2 MR. TATE: Would you state your name and  
 3 address for the record?  
 4 MR. CUNNINGHAM: I'm Darron Cunningham. I live  
 5 at 35 Mason Lane with my wife and daughter. Like  
 6 she said, I don't think the property is going to be  
 7 more or less in any danger than it is now because we  
 8 have people behind us. Like she said, we've got  
 9 people that's coming across the line and through the  
 09:22 10 fences on the back of our property. I'm scared for  
 11 my daughter and I'm scared for my wife because I go  
 12 and come sometime for my job and stuff and I don't  
 13 think that the building they're prepared to put  
 14 there is going to be any harm done. According to  
 15 what they told me, it's going to be lighted, it's  
 16 going to be fenced in. It's going to be a  
 17 well-landscaped and presentable establishment is  
 18 what they told me, so I'm thinking to myself, like  
 19 my wife said, it will be a lot safer and I have no  
 09:23 20 problem with it.  
 21 MR. TATE: Thank you. I'm going to need a  
 22 little bit of help on this next last name. She's  
 23 smiling already.  
 24 UNIDENTIFIED SPEAKER: It depends on which one  
 25 of us you're talking about. He's got an unusual  
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**44**

1 name, too.  
 2 MR. TATE: Vernon --  
 3 MR. DONALDSON: Donaldson.  
 4 MR. TATE: Well, it's not an unusual name.  
 5 It's my reading.  
 6 MR. DONALDSON: It's just like McDonald.  
 7 MR. TATE: Please be sworn in and then state  
 8 your full name and address for the record.  
 9 (Vernon Donaldson sworn.)  
 09:23 10 MR. DONALDSON: Vernon Donaldson. I live at  
 11 1816 Brewer Drive. I own a parcel of land on Mason,  
 12 as a matter of fact, 50 Mason. I was born and  
 13 raised there. And in time I'll probably build me a  
 14 house there when I get older or whatever. But I  
 15 just -- I would like to leave it like it is. It's a  
 16 peaceful neighborhood. It's quiet down there. To  
 17 have it developed into something that nobody is  
 18 going to be sure about, you know, and changing the  
 19 codes, I would just like -- I oppose it and would  
 09:24 20 like to leave it like it is. Thank you.  
 21 MR. TATE: Thank you, Mr. Donaldson.  
 22 MR. BARRY: Mr. Chairman, I've got a quick  
 23 question for Lynette. Is the easement that the  
 24 County's got to the southern property, is it that  
 25 parcel that looks to be to the west of the western  
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**45**

1 parcel, is that the easement you were talking about?  
 2 MR. TATE: That intersects with Beggs Lane is  
 3 that what you're talking about, is that the  
 4 easement?  
 5 MR. BARRY: That may be a better question for  
 6 Buddy.  
 7 MS. HARRIS: I don't have that listed, what  
 8 that street is. It's a vacated right-of-way, it  
 9 looks like. As you can see on the Future Land Use  
 09:25 10 Map, all the right-of-ways do not have any color on  
 11 them.  
 12 MR. TATE: Go back to the picture with the --  
 13 that there. I think it's mainly a wooded strip, it  
 14 appears to be.  
 15 MS. HARRIS: Yes.  
 16 MR. TATE: On that. Do you see it right there?  
 17 MR. BARRY: Yes. Is that the easement that  
 18 Mr. Page was talking about?  
 19 MR. PAGE: Yes.  
 09:25 20 MR. BARRY: So the easement doesn't go to the  
 21 west there and up to the north to Mason or it does?  
 22 MR. PAGE: That's Racetrac.  
 23 MR. BARRY: That's all going to be Racetrac?  
 24 MR. PAGE: Yes.  
 25 MR. TATE: And the easement runs behind it  
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**46**

1 right to the subject property?  
 2 MR. PAGE: Yes.  
 3 MR. BARRY: Thank you.  
 4 MR. TATE: Zenova Hahn. Please state your full  
 5 name and be sworn in.  
 6 (Zenova Hahn sworn.)  
 7 MS. HAHN: Zenova, Z-E-N-O-V-A, Hahn, H-A-H-N,  
 8 10 Mason Lane.  
 9 Mr. Chairman, I have a letter here from a  
 09:26 10 landowner that could not be present today. Can I  
 11 present that to you?  
 12 MR. TATE: Well, as we stated earlier in the  
 13 proceedings that you have to be present and speak  
 14 today at the meeting, so it is not anything that we  
 15 could enter into the record.  
 16 MS. HAHN: Okay. I was told that I possibly  
 17 could turn it in to you.  
 18 MR. TATE: You may turn it in. We just can't  
 19 accept it as part of the package to go forward.  
 09:26 20 MS. HAHN: Okay. My grandparents bought the  
 21 property on the unnamed street in 1929. They built  
 22 two houses, one to live in on Palafox and the other  
 23 to rent. At that time Mason Lane was only a sandy  
 24 trail and later the brick factory brought their  
 25 rejects and dumped it in the street and that's what  
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**47**

1 they drove on for a number of years. Then the  
 2 County took over the street and did a clay road.  
 3 Some of those bricks, when they did the clay road, I  
 4 asked them to dump them in my yard because they were  
 5 cleaning them out and I have a walkway made of those  
 6 bricks.  
 7 About 1935 my mother's youngest sister married  
 8 and was deeded a lot to build a house on Mason Lane.  
 9 She died in childbirth in 1936, but my uncle  
 09:27 10 continued to own the property. In 1956 when I  
 11 married, my grandmother deeded us property to build  
 12 a house and we moved in 1957, so I have a lifetime  
 13 of Mason Lane. My daughter and I inherited the  
 14 balance of Mason Lane when my mother died, so.  
 15 I knew the McLeods who owned the property  
 16 across the street. I was a baby when, you know.  
 17 I've known them all my life. Mabel McLeod Kirkland  
 18 died about two months ago and I have met the  
 19 daughters and I've talked briefly with them.  
 09:28 20 One of my main concerns of the Mason Lane  
 21 property owners is the traffic impact on our street.  
 22 It's that dead end road. It's two-tenths of a mile  
 23 long. The vehicles that go down have to come also  
 24 back. UPS has to turn around in somebody's  
 25 driveway. The garbage trucks have the same problem.  
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**48**

1 The Boswell/Bolin family has been there since  
 2 the thirties, the Donaldson family since 1957 or  
 3 '58. Fred Copeland, who lives on this street also,  
 4 he lived there as a child and later came back and  
 5 bought property on Mason Lane because it was quiet  
 6 and peaceful.  
 7 We really don't want the noise and the  
 8 pollution by the traffic. We're concerned about  
 9 development along this now quiet dead end street  
 09:29 10 that's only two-tenths of a mile long. That's our  
 11 main concern, is the traffic and, you know, the  
 12 people coming in and out of the street. There's  
 13 just no way a semi could come in there, you know,  
 14 and get out without them having enough property for  
 15 the semi to turn around in. So I'm really concerned  
 16 about the pollution and the traffic problems we  
 17 would have. Thank you.  
 18 MR. TATE: Thank you, Ms. Hahn.  
 19 Is there anybody else from the public who  
 09:29 20 wishes to speak? If not, I'll now close the public  
 21 comment portion of the hearing.  
 22 Board members, do you have any questions for  
 23 the applicant, staff or members of the public?  
 24 (None.)  
 25 MR. TATE: Is there anything further from the  
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1 staff?  
 2 MS. HARRIS: No.  
 3 MR. TATE: Is there anything further from the  
 4 applicant?  
 5 MR. PAGE: No.  
 6 MR. TATE: If not, the Chair will entertain a  
 7 motion.  
 8 MR. BARRY: I move to recommend approval of the  
 9 rezoning application Z-2011-07 to the BCC and adopt  
 09:30 10 the Findings-of-Fact as presented by the staff.  
 11 MR. WINGATE: Second.  
 12 MR. TATE: A motion and a second. All those in  
 13 favor, please signify by raising your right hand.  
 14 (Board members vote.)  
 15 MR. TATE: All those opposed?  
 16 (None.)  
 17 MR. TATE: The motion passes six/0.  
 18 (The motion passed unanimously.)  
 19 MR. TATE: Thank you for your time.  
 09:30 20 MR. PAGE: Thank you, Board.  
 21 MR. TATE: The rezoning hearing meeting is now  
 22 adjourned.  
 23 (Rezoning hearings concluded at 9:30 a.m.)  
 24 \* \* \*  
 25

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1 CERTIFICATE OF REPORTER  
 2  
 3 STATE OF FLORIDA  
 4 COUNTY OF ESCAMBIA  
 5  
 6 I, LINDA V. CROWE, Court Reporter and Notary  
 7 Public at Large in and for the State of Florida, hereby  
 8 certify that the foregoing Pages 2 through 49 both  
 9 inclusive, comprise a full, true, and correct transcript of  
 10 the proceeding; that said proceeding was taken by me  
 11 stenographically, and transcribed by me as it now appears;  
 12 that I am not a relative or employee or attorney or counsel  
 13 of the parties, or relative or employee of such attorney or  
 14 counsel, nor am I interested in this proceeding or its  
 15 outcome.  
 16 IN WITNESS WHEREOF, I have hereunto set my hand  
 17 and affixed my official seal on April 20, 2011.  
 18  
 19  
 20 LINDA V. CROWE, COURT REPORTER  
 Notary Public - State of Florida  
 My Commission No.: DD 848081  
 21 My Commission Expires: 02-05-2013  
 22  
 23  
 24  
 25

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# DEVELOPMENT SERVICES DEPARTMENT FINDINGS-OF-FACT

REZONING CASE: Z-2011-07  
April 11, 2011

## I. SUBMISSION DATA:

**BY:** Wiley C. "Buddy" Page, Agent  
**FOR:** Mabel M. Kirkland, Life Estate;  
Darron and Cynthia Cunningham,  
Owners  
**PROPERTY REFERENCE NO.:** Portions of 47-1S-30-1101-030-004 &  
47-1S-30-1101-008-001  
**PROJECT ADDRESS:** 30 Block & 35 Mason Lane  
**FUTURE LAND USE:** MU-U, Mixed Use Urban  
**COMMUNITY REDEVELOPMENT  
AREA:** Palafox  
**OVERLAY:** Palafox Brownfield Area  
**COMMISSIONER DISTRICT:** 3  
**BCC MEETING DATE:** May 5, 2011

## II. REQUESTED ACTION:

**REZONE**

**FROM:** R-6, Neighborhood Commercial and  
Residential District (cumulative),  
High Density (25 du/acre) & C-1,  
Retail Commercial District  
(cumulative) (25 du/acre)  
**TO:** ID-CP, Commerce Park District  
(cumulative)(no residential uses  
allowed)

## III. 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 Policy (CPP) FLU 1.1.10 Locational Criteria.** The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to, adjoining streets, the proximity of street intersections and large daily trip generators (i.e. college or university), the surrounding land uses, the ability of a site to accommodate the proposed use while adequately protecting adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.

**CPP FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County.

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 1.5.3 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 ID-CP **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban as stated in **CPP FLU 1.3.1**. Locational criteria as stated in **CPP FLU 1.1.10** is further addressed with the Land Development Code consistency, Criterion 2. The amendment meets the intent of **CPP FLU 1.5.3**. The parcel is located on Mason Lane, adjoining an arterial road in close proximity to public transportation. The parcels will be rehabilitated to make greater use of the land and are within easily walkable distances from other commercial uses, places of employment and schools.

## **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.

**LDC 6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density.** 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.

**LDC 6.05.14. C-1 retail commercial district (cumulative).** This district is composed of lands and structures used primarily to provide for the retailing of commodities and the furnishing of selected services. The district provides for various commercial operations where all such operations are within the confines of the building and do not produce undesirable effects on nearby property.

**LDC 6.05.17. ID-CP commerce park district (cumulative).** This district is intended to provide for relatively large scale light industrial commerce and business park areas. Uses located in this district are protected from adverse impacts of incompatible industrial and commercial uses. A high level of site design standards are required for review during the development review process. Refer to article 11 for uses, heights and densities allowed in ID-CP, commercial park areas located in the Airport/Airfield Environs.

All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan and in article 7.

**B. Permitted uses.**

1. Any use permitted in the preceding C-2 district, except as may be provided in subsection D., below.

**C. Conditional uses.**

1. Automobile service stations, (except gasoline sales accessory to a convenience store is authorized as a permitted use) and automobile or truck repair shops.
2. Any conditional use allowed in the C-2 general commercial district except automobile race tracks.

**D. Prohibited uses.**

1. Residential uses.
2. Prisons.
3. Carnival-type amusements and amusements arcades.
4. Bars and night clubs.
5. New and used car, truck, boat, mobile home, shed and motorcycle sales and rentals.
6. Adult entertainment uses.
7. Off-premises signs.
8. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances,

Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

9. Landfills.

**LDC 6.05.17.F. Roadway access.** Direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public commercial access road linking the use with the collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued or any proposed use which requires access through a residential neighborhood or subdivision.

**LDC 7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).**

New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8. (FLU 1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

**FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed change does meet roadway access stated in **LDC 6.05.17.F.** Direct access is provided by Palafox Street, a public commercial arterial roadway. The proposed request is also consistent with the industrial locational requirements set forth in **LDC 7.20.07.** There are no natural systems or sensitive land that may be affected by this proposed request. The parcels are located within close proximity to a rail system and interstate access. The site is currently serviced by local public service providers.

When applicable, further review from the Development Review Committee (DRC) will be needed to ensure the buffering requirements and other performance standards have been met, should this amendment be granted.

### **CRITERION (3)**

#### **Compatible with surrounding uses.**

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

### **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed one daycare, three mobile homes, nine single family, one building supply, six auto repair, five commercial businesses, and twenty four vacant parcels.

### **CRITERION (4)**

#### **Changed conditions.**

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

### **FINDINGS**

The two parcels are in the Brownfield Overlay which are located within the Palafox Redevelopment Area and abut the Escambia Treating redevelopment project. The County is in ongoing discussions regarding the Escambia Treating redevelopment project. Furthermore, the proposed zoning request to ID-CP is consistent with the proposed zoning designation with the Palafox Redevelopment Area Plan. See attached letter from Community Redevelopment Agency.

Staff found one rezoning case, 2007-28 which may impact the amendment or property. The request was to rezone one of the properties (30 block Mason Lane) from R-6/C-1 to C-2. The case was heard by the Rezoning Hearing Examiner (RHE) on August 27, 2007. The RHE recommended denial and the Board of County Commissioners remanded the case back to the RHE on October 4, 2007. The case was withdrawn by the applicant.

### **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. When applicable, further review during the Development Review Committee (DRC) process will be necessary to determine if there would be any significant adverse impact on the natural environment.

## **CRITERION (6)**

### **Development patterns.**

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

## **FINDINGS**

The proposed amendment **would result** in a logical and orderly development pattern. The proposed ID-CP zoning would be compatible with the Future Land Use category MU-U and any future plans by the Community Redevelopment Agency.

**Note:** The above technical comments and conclusion are based upon the information available to Staff prior to the public hearing; the public hearing testimony may reveal additional technical information.



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

**INTEROFFICE MEMORANDUM**

TO: Lynette Harris, Planning Board Coordinator

CC: Keith Wilkins, Director, Community & Environment  
Glenn Griffith, Brownfields Coordinator, Community Redevelopment Agency

FROM: Eva A. Peterson, Community Redevelopment Agency Manager *EA*

DATE: March 18, 2011

RE: Parcels 47-1S-30-1101-030-004 and 47-1S-30-1101-008-001

In reference to the above listed parcel numbers, these two properties are located within the Palafox Redevelopment Area and are a designated Brownfield. The BCC adopted Palafox Redevelopment Plan addresses the strategy for zoning in two ways: 1) review articles in the LDC that may be impeding commercial investment in the area and propose modifications to the LDC as appropriate that will support desired reinvestment in the area 2) "Spot" rezonings are contrary to this plan except in truly unique situations; these situations may be further defined in further proposed changes to the LDC.

The current zoning within the proposed commerce park area has been previously identified as an issue; the solution, in order to support development, compatible future uses, deter future random rezoning efforts, would be to apply a uniform zoning district to the entire area, such as ID-CP Commerce Park Zoning District. This zoning district authorizes the basic uses now located in the area but prohibits bars, adult entertainment, borrow pits, landfills, gas stations, etc. which would detract from this urban commerce park.

The County remains in weekly EPA/Legal discussions regarding the Escambia Treating redevelopment project which abuts the two aforementioned parcels. The area noted in the Redevelopment Plan as the Palafox Midtown Commerce Park incorporates the former Superfund site, known as Escambia Treating Company. The 26 acre site is located adjacent to the County's existing redevelopment and Brownfield areas. The County owns the adjacent eastern property on Mason Lane as well as property on Beggs Lane.

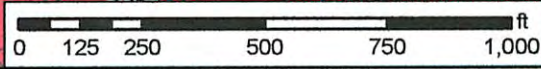
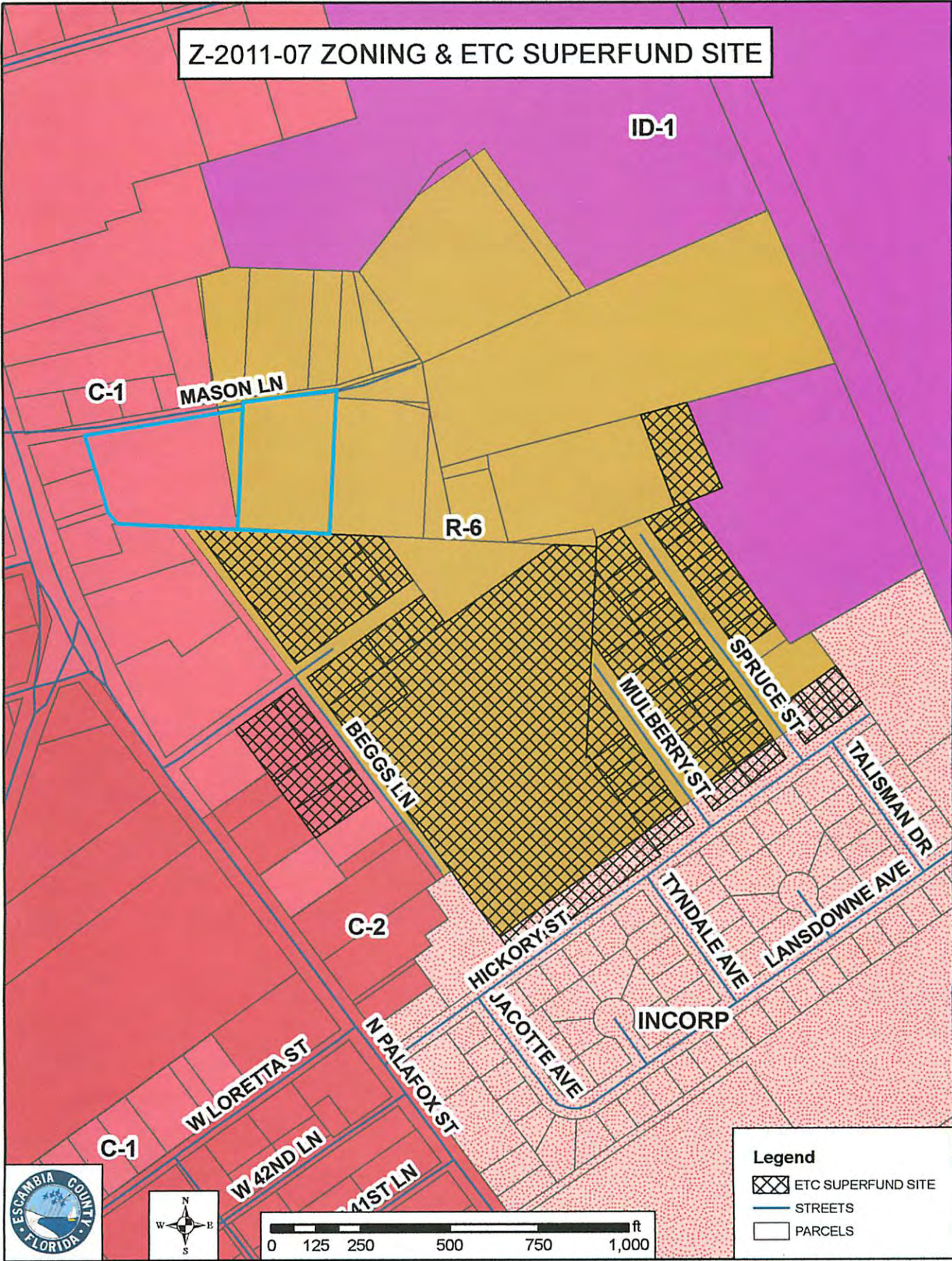
The BCC adopted Palafox Redevelopment Plan does not support the zoning request if the zoning districts can be addressed through LDC revisions or through a map modification. CRA understands that the Planning Department has gone to great lengths to revise the LDC and is currently well underway with zoning map revisions. Coordination of the Departments undoubtedly will result in consistent local government goals. Any request which would be

considered “spot” zoning is also not consistent with the plan. The Community Redevelopment Agency cannot support individual rezoning efforts, which may generally appear consistent from residential to commercial, but with the larger project and goals in mind it could create impediments through spot zoning and inconsistent uses within the defined park area.

If you have any questions or would like to discuss the parcel map please feel free to contact me at 595-3216 or Glenn Griffith at 595-3538.

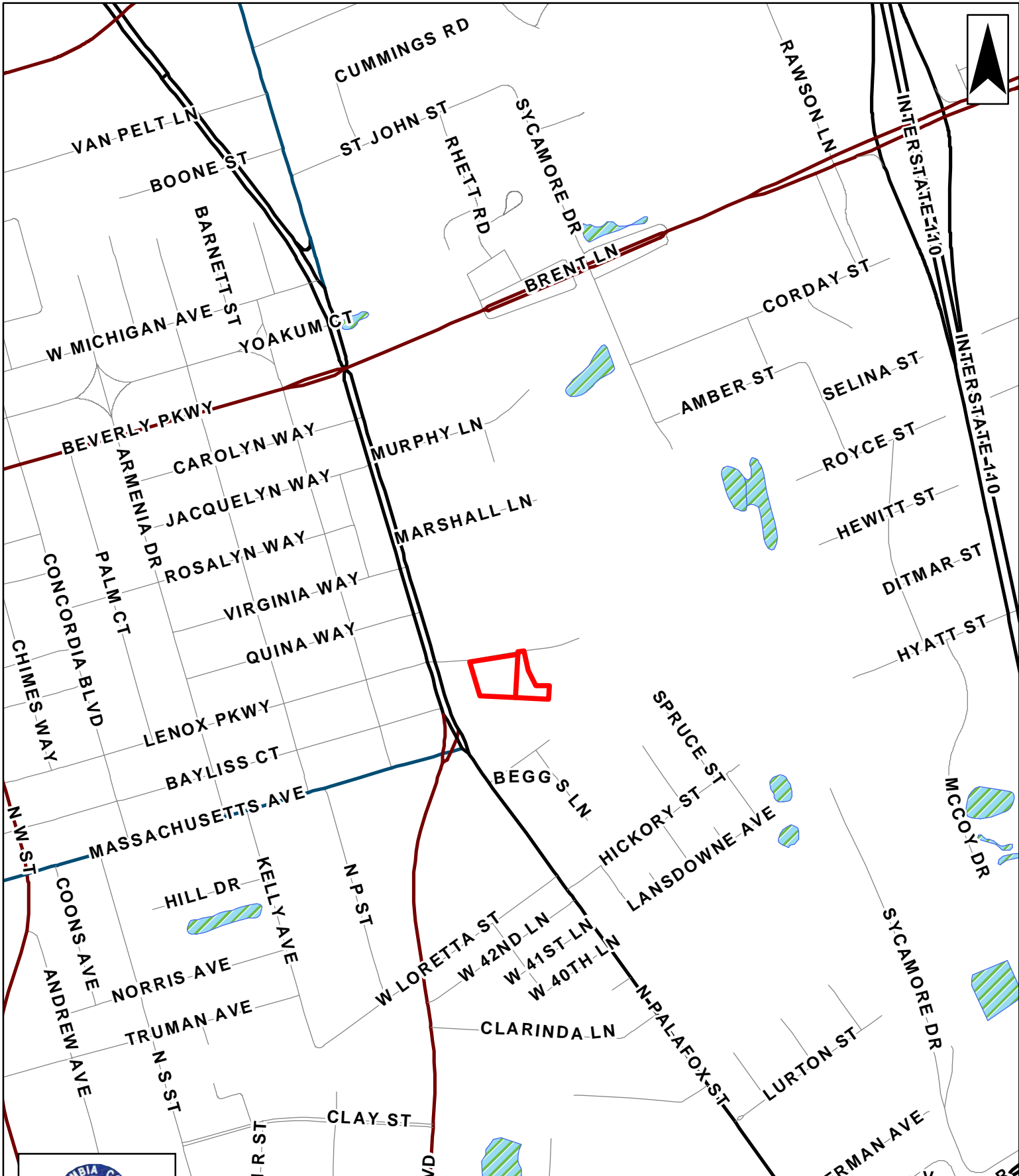
Attachment: Parcel map

Z-2011-07 ZONING & ETC SUPERFUND SITE



Legend	
	ETC SUPERFUND SITE
	STREETS
	PARCELS

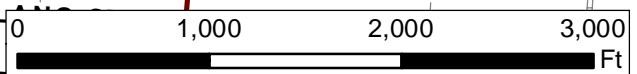

Source: Community Redevelopment Agency "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only. These data are not guaranteed accurate." Created March 18, 2011.



Z -2011-07

# LOCATION & WETLAND

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS\_2006

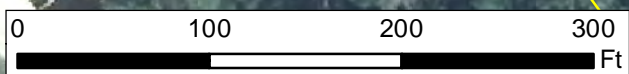
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.






Planning and Zoning Dept.




MASON LN

# Z -2011-07 AERIAL

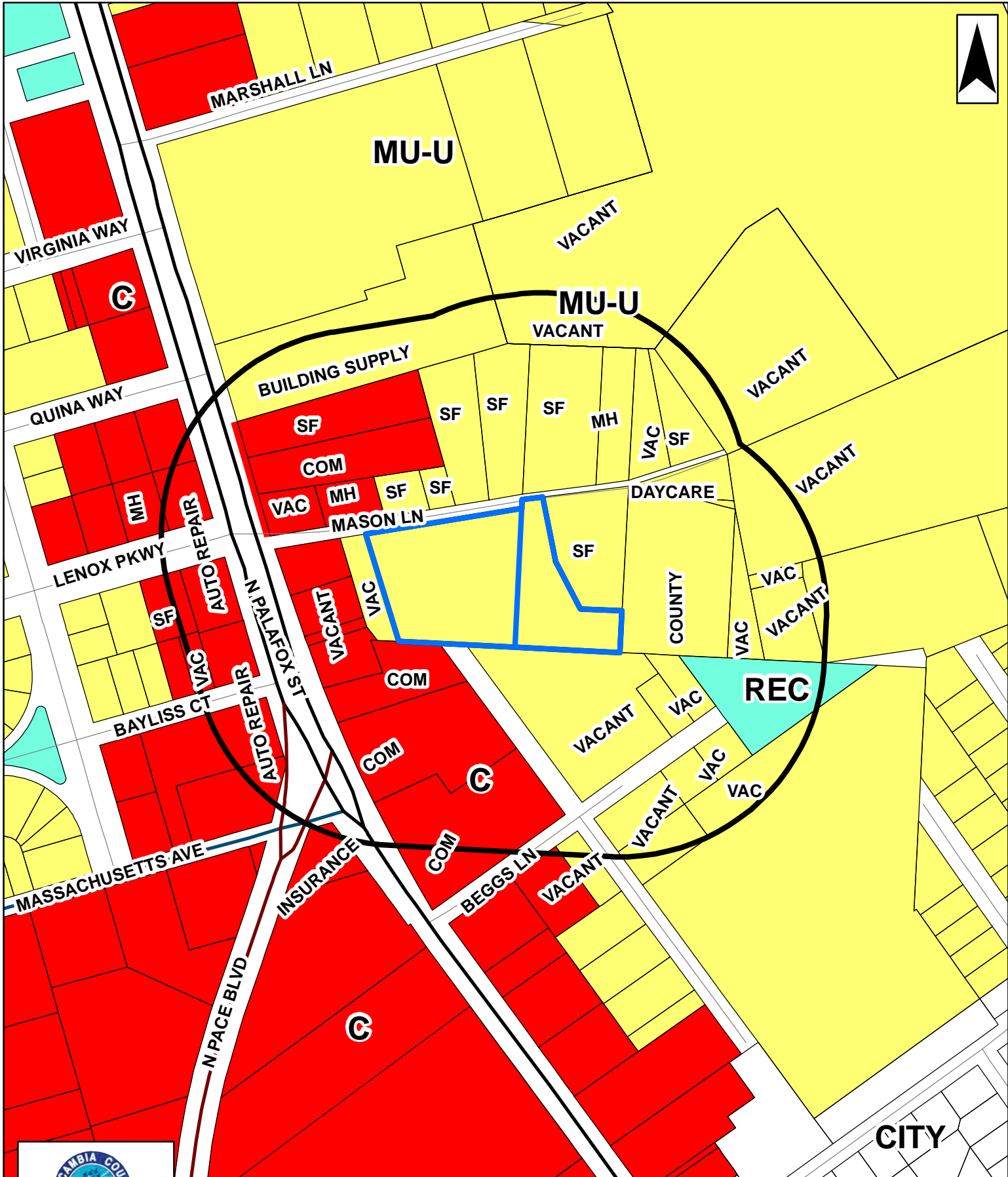


-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  PARCELS



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.

Planning and Zoning Dept.



MU-U

MU-U


REC

CITY

# Z-2011-07 FUTURE LAND USE



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



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.

Planning and Zoning Dept.



MARSHALL LN

ID-1

VIRGINIA WAY

C-1

QUINA WAY

MASON LN

LENOX PKWY

R-6

R-6

N PALAFOX ST

C-1

BAYLISS CT

MASSACHUSETTS AVE

BEGGS LN

N FACE BLVD

C-2

CITY



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.

Planning and Zoning Dept.

# Z-2011-07 ZONING

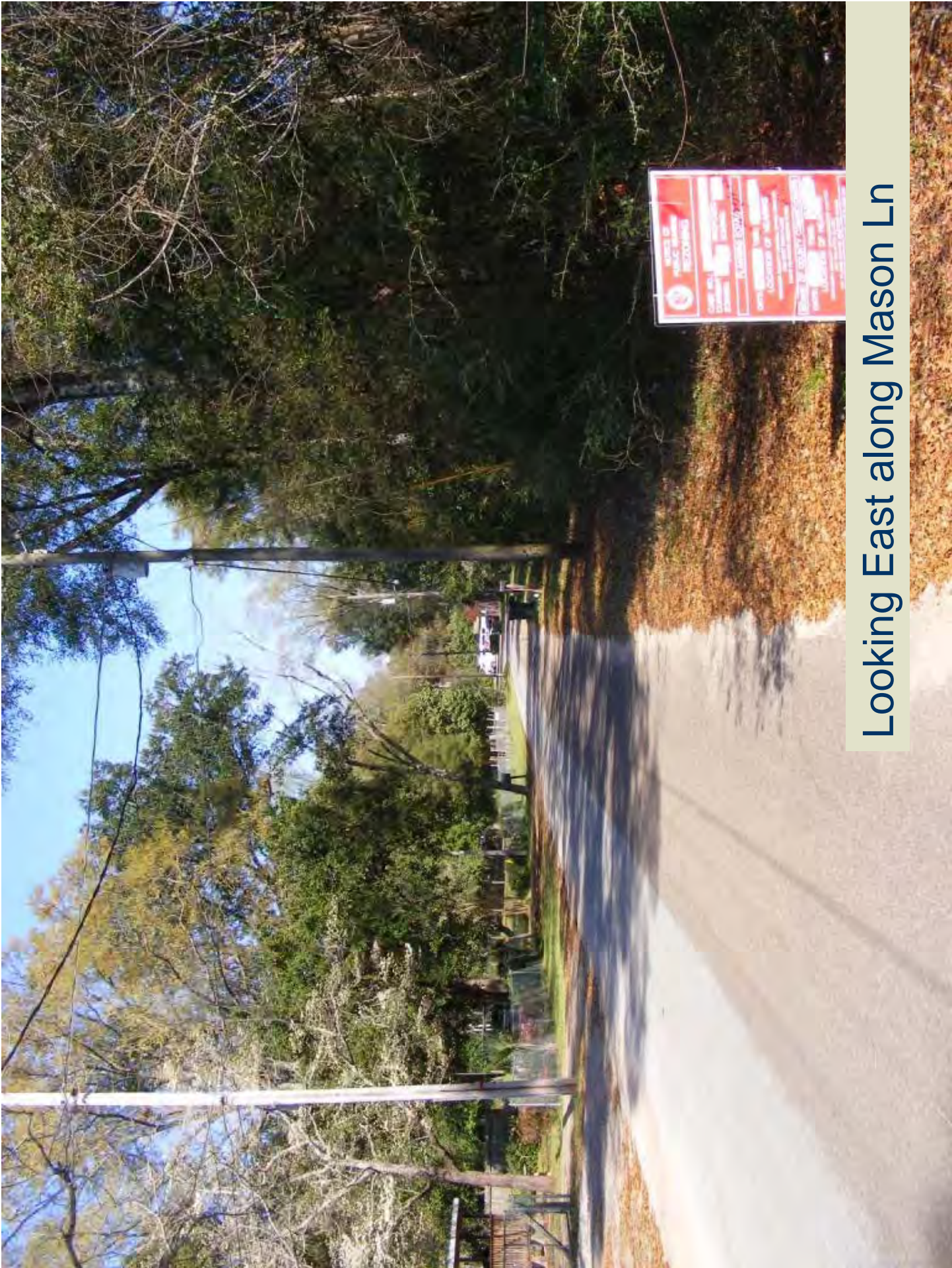


- SHAPE1
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



# Public Notice Sign





Looking East along Mason Ln



Looking West along Mason Ln



Looking Northwest from property



Looking Northeast from property



Subject property



**Development Services Bureau**  
Escambia County, Florida

**APPLICATION**

Please check application type:

Rezoning       Variance       Development Order Extension  
Proposed zoning: C2       Conditional Use       Administrative Appeal

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

Owner(s) Name: MABEL H. KIRKLAND LIFE ESTATE, AMY KIRKLAND, ETAL Phone: \_\_\_\_\_

Address: 30 MASON LANE PENSACOLA FL 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: 30 MASON LANE PENSACOLA FL

Property Reference Number(s)/Legal Description: PID # 47 15 30 11010 3004

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 and/or posters) for the request shall be provided by the Development Services Bureau.

Amy Kirkland  
Signature of Owner/Agent

Amy Kirkland  
Printed Name Owner/Agent

9-23-2010  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

STATE OF Florida COUNTY OF Wakulla

The foregoing instrument was acknowledged before me this 23 day of September 20 10

by Amy Kirkland

Personally Known  OR Produced Identification . Type of Identification Produced: \_\_\_\_\_

Shelby D. Mixon  
Signature of Notary  
(notary seal must be affixed)

Shelby D. Mixon  
Printed Name of Notary



SHELBY D. MIXON  
MY COMMISSION # DD 979783  
EXPIRES: April 7, 2014  
Banded thru Budget Salary Services

**FOR OFFICE USE ONLY**

CASE NUMBER: Z-2011-07

Meeting Date(s): April 11, 2011 Accepted/Verified by: Lynette Harris Date: 3/4/11

Fees Paid: \$ 1500 - Receipt #: 527178 Permit #: PRZ110300005  
\$3000 total

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

Updated 09-19-10



### AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 30 Mason Lane Pensacola,  
Florida, property reference number(s) 47-1S-30-1101-030-004

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

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

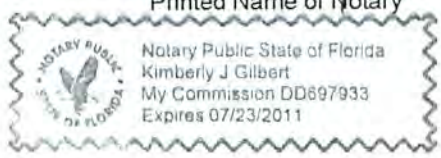
This Limited Power of Attorney is granted on this 19 day of March the year of, 2011, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power 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, FL 32571 Phone: 850.232.9853

<u><i>Amy Kirkland</i></u> Signature of Property Owner	<u>Amy Kirkland</u> Printed Name of Property Owner	<u>3/19/11</u> 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 19 day of March 20 11,  
by Amy Kirkland

Personally Known  OR Produced Identification . Type of Identification Produced: FL DL  
*Kimberly J Gilbert* Kimberly J Gilbert (Notary Seal)  
Signature of Notary Printed Name of Notary







FOR OFFICE USE:

CASE #:

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

**For Rezoning Requests Only**

Property Reference Number(s): 47-18-30-1101-030-004

Property Address: 30 MASON LANE

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 7 DAY OF MAR, YEAR OF 2011.

[Signature]  
Signature of Property Owner AGENT

WILEY C. PAGE  
Printed Name of Property Owner AGENT

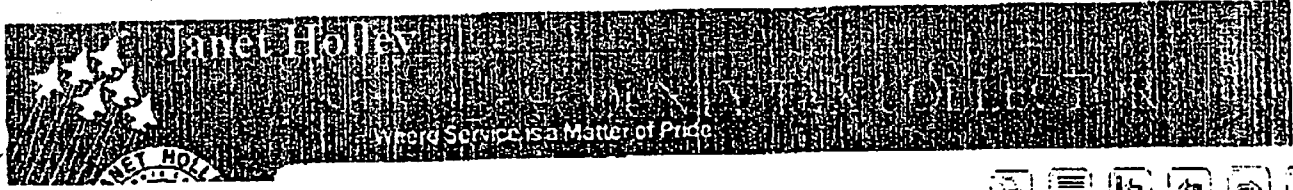
3-4-2011  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

OWNERSHIP



Tax Record



Last Update: 4/5/2010 6:37:16 PM CDT

Details

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.

Tax Record

- Print View
- Legal Desc.
- Appraiser Data
- Tax Payment
- Payment History
- Print Tax Bill

Account Number	Tax Type	Ta
04-2967-000	REAL ESTATE	
Mailing Address		Property Address
KIRKLAND MABEL M LIFE ESC		30 MASON LN BLK
LAVIOLETTE MARY ELLEN		
KIRKLAND AMY I		GEO Number
10733 REBEL CIR		471530-1101-030-004
TALLAHASSEE FL 32305		

Searches

- Account Number
- GEO Number
- Owner Name
- Property Address

Exempt Amount	Taxable Value
See Below	See Below

Site Functions

- Welcome
- Property Taxes
- Local Business
- Tax
- Feedback
- County Login
- Home

Exemption Detail	Millage Code	Esrow Cod
NO EXEMPTIONS	06	
Legal Description (click for full description)		
471530-1101-030-004 30 MASON LN BLK S1/2 OF LOTS 4 ALL 11 5 AVENUE PLAT DE P P 206 OR 661 P 124 OR 5175 P 477 LESS OR 474/835 P 38 R & D COMPANY INC LESS RD R/W OR S15 P 506		

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value
COUNTY	6.9755	27,132	0	\$27,132
PUBLIC SCHOOLS				
By Local Board	2.2460	27,132	0	\$27,132
By State Law	5.6120	27,132	0	\$27,132
SHERIFF	0.6350	27,132	0	\$27,132
WATER MANAGEMENT	0.0450	27,132	0	\$27,132

Total Millage	15.5655	Total Taxes	
---------------	---------	-------------	--

Non-Ad Valorem Assessments

Code	Levying Authority
NFP	FIRE (CALL 595-4960)

427.94

Total Assessments	
-------------------	--

Taxes & Assessments	
---------------------	--

If Paid By	
------------	--

SHELBY D. MIXON  
 Notary Public  
 Notary Commission # DD 919703  
 EXPIRES: April 7, 2014  
 Bonded thru Budget Notary Services

Shelby D. Mixon  
*[Signature]*

2-28-10  
 pd.

Amy Kirkland  
*[Signature]*

State Florida  
 County Wakulla

23 September 2010

[http://escambiaataxcollector.governmentmaxa.com/collectmax/tab\\_collect\\_mvpraxV5.6.asp?t\\_nm...](http://escambiaataxcollector.governmentmaxa.com/collectmax/tab_collect_mvpraxV5.6.asp?t_nm...) 4/5/2010



**PARTIES AND DESCRIPTION OF PROPERTY**

1 **1. SALE AND PURCHASE:** \_\_\_\_\_ **Mabel M Kirkland Trust, et al** ("Seller")  
2  
3 and \_\_\_\_\_ **Tisdale Enterprises, LLC** ("Buyer")

4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:  
5 Address: \_\_\_\_\_ **30 Mason Lane Pensacola, FL 32505**

6 Legal Description: \_\_\_\_\_ **PID# 47 1S 30 1110101030004 (VACANT LAND)**  
7  
8  
9  
10  
11

12 including all improvements and the following additional property: NONE  
13  
14

**PRICE AND FINANCING**

15  
16 **2. PURCHASE PRICE:** \$ \_\_\_\_\_ **\$110,000** payable by Buyer in U.S. funds as follows:

17 (a) \$ \_\_\_\_\_ **\$1,000** Deposit received (checks are subject to clearance) on \_\_\_\_\_ **August 23**, **2010** by  
18 \_\_\_\_\_ for delivery to **LOCKLIN, JONES, & SABA** ("Escrow Agent")  
19 *Signature* *Name of Company*  
20 (Address of Escrow Agent) \_\_\_\_\_ **6460 JUSTICE AVENUE MILTON, FL 32570**  
21 (Phone # of Escrow Agent) \_\_\_\_\_ **850.623.2500**

22 (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_  
23 or \_\_\_\_\_ days from Effective Date (10 days if left blank).

24 (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25 (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

26 (e) \$ \_\_\_\_\_ **\$109,000** Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds  
27 paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

28  (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit  
29 used to determine the purchase price is  lot  acre  square foot  other (specify: \_\_\_\_\_)  
30 prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ **\$110,000** per unit based on a calculation of  
31 total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph  
32 **8(c)** of this Contract. The following rights of way and other areas will be excluded from the calculation: \_\_\_\_\_  
33

34 **3. CASH/FINANCING:** (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

35  (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the  
36 "Financing") within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
37 occurs first) (the "Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank)  
38 and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after  
39 using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract  
40 and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

41  (1) **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or  
42 \_\_\_\_\_% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer  
43 will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or  
44 mortgage broker to disclose all such information to Seller and Broker.

45  (2) **Seller Financing:** Buyer will execute a  first  second purchase money note and mortgage to Seller in the  
46 amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows: \_\_\_\_\_  
47

48 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally  
49 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

50 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.



51 option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with  
52 interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if  
53 applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer  
54 authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the  
55 financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.  
56  (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to \_\_\_\_\_

57  
58 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at  
59 \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other  
60 (describe) \_\_\_\_\_  
61 interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be  
62 adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow  
63 account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the  
64 assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this  
65 agreement will terminate and Buyer's deposit(s) will be returned.

66 **CLOSING**

67 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on  
68 February 23, 2011 (~~December 23, 2010~~) ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or  
69 by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to,  
70 financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to  
71 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all  
72 Seller-provided title evidence, surveys, association documents and other items.

73 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted  
74 by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and  
75 recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if Seller  
76 requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses  
77 provided in this Contract, Seller and Buyer will pay the costs indicated below.

78 **(a) Seller Costs:**

- 79 Taxes on the deed
- 80 Recording fees for documents needed to cure title
- 81 Title evidence (if applicable under Paragraph 8)
- 82 Other: \_\_\_\_\_

83 **(b) Buyer Costs:**

- 84 Taxes and recording fees on notes and mortgages
- 85 Recording fees on the deed and financing statements
- 86 Loan expenses
- 87 Lender's title policy at the simultaneous issue rate
- 88 Inspections
- 89 Survey and sketch
- 90 Insurance
- 91 Other: \_\_\_\_\_

92 **(c) Title Evidence and Insurance: Check (1) or (2):**

- 93  (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment.  Seller will select the title agent and  
94 will pay for the owner's title policy, search, examination and related charges or  Buyer will select the title agent and pay for  
95 the owner's title policy, search, examination and related charges or  Buyer will select the title agent and Seller will pay for  
96 the owner's title policy, search, examination and related charges.
- 97  (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence.  Seller  Buyer will pay for the  
98 owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and  
99 lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

100 **(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes,  
101 interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current  
102 year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX**  
103 **DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE**  
104 **AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO**  
105 **PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE**  
106 **PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING**  
107 **VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

108 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full  
109 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

110 Buyer ( ASU ) and Seller ( MY ) ( \_\_\_\_\_ ) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations  
176 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental  
177 conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.  
178 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
180 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
181 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may  
182 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes  
183 this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be  
184 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,  
186 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
187 or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract  
188 by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in  
189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

190 **TITLE**

191 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative  
192 or guardian deed as appropriate to **Seller's** status.

193 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in  
194 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of  
195 which prevent **Buyer's** intended use of the Property as TBD: covenants, easements and  
196 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if  
197 there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at  
198 or before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence,  
199 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected  
200 type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

201 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
202 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
205 Property recorded in the public records of the county where the Property is located and certified to Effective Date.  
206 However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer  
207 as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format  
208 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,  
209 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to  
210 **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt  
212 of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days  
213 from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the  
214 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on  
215 Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to  
216 cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from  
217 receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

218 **(c) Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written  
219 notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on  
220 the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any  
221 such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations  
222 will be determined in accordance with subparagraph (b) above.

223 **(d) Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as  
224 defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law  
225 delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased  
226 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation  
227 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine  
228 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether  
229 there are significant erosion conditions associated with the shoreline of the Property being purchased.

230  **Buyer** waives the right to receive a CCCL affidavit or survey.

231 **MISCELLANEOUS**

232 **9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

233 **(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and  
234 delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

235 **(b) Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day  
236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

237 **Buyer**  and **Seller**  acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the  
239 county where the Property is located) of the appropriate day.  
240 (c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to  
241 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented  
242 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,  
243 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or  
244 Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or  
245 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force  
246 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30  
247 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's  
248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or  
250 electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,  
251 regarding any contingencies will render that contingency null and void and the Contract will be construed as if the  
252 contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a  
253 transaction broker) representing a party will be as effective as if delivered to or by that party.

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. Except for brokerage  
255 agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.  
256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.  
257 This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications  
258 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten  
259 or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or  
260 becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence  
261 and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms  
263 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
264 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### 265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT:** (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
267 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
268 waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for  
269 the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including  
270 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
271 damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits  
272 paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in  
274 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

275 (a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from  
276 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent  
277 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the  
278 Florida Real Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A  
279 broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely  
280 resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so  
281 chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

282 (b) **All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
283 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding  
284 arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any  
285 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will  
286 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will  
287 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related  
288 disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the  
289 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

290 (c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
291 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
292 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
293 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
294 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
295 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.  
296 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the  
297 arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the  
298 arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

299 Buyer  and Seller  ( ) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

111 if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay  
112\* all other amounts. If special assessments may be paid in installments  Buyer  Seller (if left blank, Buyer) shall pay installments  
113 due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does  
114 not include a Homeowner Association or Condominium Association.

115 **(f) Tax Withholding:** If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code  
116 requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the  
117 Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an  
118 affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or  
119 eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to  
120 use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of  
121 the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer  
122 and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as  
123 directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying  
124 for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent.  
125 If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in  
126 escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests  
127 and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at  
128 closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the  
129 requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

130 **(g) 1031 Exchange:** If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or  
131 after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects  
132 to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability  
133 or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

#### 134 PROPERTY CONDITION

135 **6. LAND USE:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions  
136 resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and  
137 grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's  
138 condition without the Buyer's prior written consent.

139 **(a) Flood Zone:** Buyer is advised to verify by survey, with the lender and with appropriate government agencies which  
140 flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and  
141 rebuilding in the event of casualty.

142 **(b) Government Regulation:** Buyer is advised that changes in government regulations and levels of service which  
143 affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study  
144 Period has expired or if Buyer has checked choice (c)(2) below.

145 **(c) Inspections:** (check (1) or (2) below)

146\*  **(1) Feasibility Study:** Buyer will, at Buyer's expense and within 120 days from Effective Date ("Feasibility Study  
147\* Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for TBD  
148\* \_\_\_\_\_ use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental  
149 assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to  
150 determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and  
151 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;  
152 consistency with local, state and regional growth management plans; availability of permits, government approvals, and  
153 licenses; and other inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's  
154 intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies.  
155 Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

156 Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility  
157 Study Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and  
158 assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless  
159 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability  
160 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of  
161 any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a  
162 construction lien being filed against the Property without Seller's prior written consent. If this transaction does not  
163 close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the Inspections and  
164 return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to Seller all reports  
165 and other work generated as a result of the Inspections.

166 Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's  
167 determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement  
168 will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property  
169 is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed  
170 terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow  
171 Agent receives proper authorization from all interested parties.

172\*  **(2) No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being  
173 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

174\* Buyer ( SM ) and Seller ( MC ) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

ESCROW AGENT AND BROKER

300  
301 15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in  
302 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms  
303 of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for  
304 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this  
305 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the  
306 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the  
307 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims  
308 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

309 16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations  
310 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,  
311 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the  
312 effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property  
313 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property  
314 and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records.  
315 Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property  
316 condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses,  
317 including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees  
318 in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer  
319 and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for  
320 loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's  
321 performance; at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475,  
322 F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services  
323 provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for  
324 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For  
325 purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

326 17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing  
327 Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in  
328 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent  
329 Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will  
330 disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of  
331 compensation made by Seller or listing broker to cooperating brokers.

332\* Johnny L. Russell Century 21 Danley Realty, Inc  
333\* Selling Sales Associate/License No. SL3128536 Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)

334\* Johnny L. Russell Century 21 Danley Realty, Inc  
335\* Listing Sales Associate/License No. Listing Firm/Brokerage fee: (\$ or % of Purchase Price)

336 ADDITIONAL TERMS

337\* 18. ADDITIONAL TERMS: This contract is subject to survey for contract (Del Lago) dated 23 June 2010 for actual  
338\* square footage to be conveyed,

339\* Buyer demands satisfaction for para 6c(1) DUE DILIGENCE CLAUSE for desired use. ✓

340\* SELLER WILL PROVIDE CURRENT AND CERTIFIED SURVEY OF PROPERTY TO BE CONVEYED. ✓

341\* SUBJECT TO REZONING.

357\* Buyer (AK) and Seller (AK) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.



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376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

377 OFFER AND ACCEPTANCE

378\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)  
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
380 copy delivered to Buyer no later than 5  a.m.  p.m. on August 27, 2010, this offer will be  
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 COUNTER OFFER/ REJECTION

383\*  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from  
385 the date the counter is delivered.  Seller rejects Buyer's offer.

386\* Date: August 23, 2010 Buyer: \_\_\_\_\_  
387\* Print name: Tisdale Enterprises, LLC

388\* Date: August 23, 2010 Buyer: \_\_\_\_\_  
389\* Phone: 850.437.5300 Print name: Stephen I. Tisdale Eric B Nieswonger  
390\* Fax: \_\_\_\_\_ Address: 5042 Grande Lagoon Blvd  
391\* E-mail: \_\_\_\_\_ Pensacola, FL 32507

392\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
393\* Print name: Amy Kirkland, Power of Attorney Trustee

394\* Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
395\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
396\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_  
397\* E-mail: \_\_\_\_\_

398\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399\* Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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# Development Services Bureau

Escambia County, Florida

## APPLICATION

**Please check application type:**

Administrative Appeal

Development Order Extension

Conditional Use Request for: \_\_\_\_\_

Variance Request for: \_\_\_\_\_

Rezoning Request from: R-6 to: C-2 ID-CP

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

Owner(s) Name: Darron & Cynthia P. Cunningham Phone: \_\_\_\_\_

Address: 35 Mason Lane Pensacola, Florida 32505 Email: N/A

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: 35 Mason Lane

Property Reference Number(s)/Legal Description: 47-1S-30-1101-008-001

### 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.

Darron Cunningham Signature of Owner/Agent      Darron Cunningham Printed Name Owner/Agent      02-25-11 Date

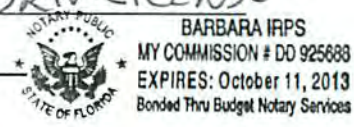
Cynthia P. Cunningham Signature of Owner      Cynthia P. Cunningham Printed Name of Owner      02/25/11 Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February 20 11, by DARRON CUNNINGHAM AND CYNTHIA P. CUNNINGHAM

Personally Known  OR Produced Identification  Type of Identification Produced: FL DRIV. LICENSE

[Signature] Signature of Notary (notary seal must be affixed)      BARBARA IRPS Printed Name of Notary



**FOR OFFICE USE ONLY** CASE NUMBER: Z-2011-07

Meeting Date(s): April 11, 2011 Accepted/Verified by: Lynette Harris Date: 3/4/11

Fees Paid: \$ 1500 Receipt #: 527179527180 Permit #: PRZ 110300006

\$3000 total



# Development Services Bureau

Escambia County, Florida

FOR OFFICE USE

CASE #:

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

Property Reference Number(s): 47-1S-30-1101-008-001

Property Address: 35 Mason Lane Pensacola, Florida 32505

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 25<sup>th</sup> DAY OF FEBRUARY, YEAR OF 2011.

Darron Cunningham  
Signature of Property Owner

Darron Cunningham  
Printed Name of Property Owner

2-25-11  
Date

Cynthia P. Cunningham  
Signature of Property Owner

Cynthia P. Cunningham  
Printed Name of Property Owner

2/25/11  
Date



**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 35 Mason Lane,  
Florida, property reference number(s) 47-1S-30-1101-008-001

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

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

Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

This Limited Power of Attorney is granted on this 25 day of FEB the year of,  
2011, 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]  
Signature of Property Owner

Darron Cunningham  
Printed Name of Property Owner

02-25-11  
Date

[Signature]  
Signature of Property Owner

Cynthia P. Cunningham  
Printed Name of Property Owner

02/25/11  
Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 20 11,  
by DARRON CUNNINGHAM & CYNTHIA P. CUNNINGHAM

Personally Known  OR Produced Identification  Type of Identification Produced: FL DRIV. LICENSE

[Signature]  
Signature of Notary

BARBARA IRPS  
Printed Name of Notary

(Notary Seal)



**BARBARA IRPS**  
MY COMMISSION # DD 925688  
EXPIRES: October 11, 2013  
Bonded thru Budget Notary Services

35.50  
1065.40

Prepared by:  
Amy Blackman, an employee of  
Locklin, Jones & Saba, P.A.  
6460 Justice Avenue  
Milton, FL 32570  
(850) 623-2500  
File No.: 09-0491

**WARRANTY DEED**

This indenture made on A.D. 12/11/2009, by Alice L Nelson whose address is: 5602 McKoy Trail , Douglasville, GA 30135 hereinafter called the "grantor", to Darrin Cunningham and Cynthia P Cunningham, husband and wife whose address is: 35 Mason Lane , Pensacola, FL 32505 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, FL, to-wit:

Parcel 1:  
Commencing at the Southwest corner of Lot 1 of the Averla Tract in Section 47 and 48, Township 1 South, Range 30 West, according to the Plat recorded in Deed Book P, Page 206 of the Public Records of Escambia County, Florida; thence run Westerly along an extension of the South line of said Lot 1 for 261.0 feet to the Point of Beginning; thence continue along said line 260.3 feet; thence deflect right 90° run Northerly for 353.15 feet; thence deflect right 80° 50' 30" run Northeasterly for 132.57 feet; thence deflect right 9° 09' 30" run Easterly for 129.24 feet; thence deflect right 89° 58' 21" run Southerly for 374.25 feet to the Point of Beginning. All lying and being in Section 47, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel 2:  
Commence at the Southwest corner of Lot 1 of the Averia Tract in Section 47 and 48, Township 1 South, Range 30 West, according to the Plat recorded in Deed Book P, at Page 206 of the Public Records of Escambia County, Florida; thence run Westerly along an extension of the South line of said Lot 1 for a distance of 261.0 feet; thence deflect 90° to the right and go for a distance of 374.25 feet to the Point of Beginning; thence continue on same line for a distance of 20.83 feet to an existing concrete monument; thence deflect 90° 07' 51" to the left and go for a distance of 130.90 feet; thence deflect 170° 50' 30" to the left and go for a distance of 129.24 feet to the Point of Beginning.

Parcel Identification Number: 47-1S-30-1101-008-001

THE PROPERTY SET FORTH ABOVE IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR HEREIN, NOR IS IT CONTIGUOUS THERETO;

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.  
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2009.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

X Alice L. Nelson  
Alice L. Nelson

Signed in the presence of the following (2) witnesses:

✓ 1. [Signature]  
Witness Signature  
✓ 1. Witness Print Name: Joseph Chad Brannen

★ 2. April Nelson Radtke  
Witness Signature  
★ 2. Witness Print Name: April Nelson Radtke

State of GA  
County of Fulton ✓

Sworn To, Subscribed and Acknowledged before me on December 8 2009, by Alice L. Nelson who is/are personally known to me or who has/have produced a valid driver's license as identification.

[Signature]  
Notary Public  
Notary Print Name Ashley Baker Brannen



From: 8504945934 Page: 2/2 Date: 12/8/2009 3:16:38 PM  
FROM : ESCAMBIA COUNTY ROAD DEPT FAX FAX NO. : 8504945934 Dec. 08 2009 03:16PM P2

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet County standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V required this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name Street: Mason Ln

Legal Address of Property: 35 Mason Ln, Parcel No. 47-1S-30-1101-008-001

The County (x) has accepted ( ) has not accepted the above abutting roadway for maintenance at the above address.

This form completed by: **Public Works, Roads & Bridges Division  
601 Hwy 297A  
Cantonment, Florida 32533**

**AS TO SELLER (S)**

intentionally left blank

Seller's Name \_\_\_\_\_

Witness' Name \_\_\_\_\_

Seller's Name \_\_\_\_\_

Witness' Name \_\_\_\_\_

**AS TO BUYER (S)**

Darren Cunningham

Buyer's Name Darren Cunningham

Lyndal Day

Witness' Name LYNDAL DAY

Cynthia P. Cunningham

Buyer's Name Cynthia P. Cunningham

Amy Blackman

Witness' Name Amy Blackman

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
Effective 4/5/95

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>



**ESCAMBIA COUNTY HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH DIVISION  
1300 WEST GREGORY STREET  
PENSACOLA, FL 32502**



December 8, 2009

Alice L. Nelson  
c/o Century 21, Danley Realty  
6461 Highway 90, Suite A  
Milton, FL 32570

RE: Four Bedroom  
Single Family Residence  
35 Mason Lane  
Pensacola, FL 32504  
Parcel ID No: 47-16-30-1101-003-001

Dear Ms. Nelson:

Environmental Health conducted an inspection of the Onsite Sewage Treatment and Disposal System (OSTDS) at the above referenced location on December 7, 2009. The condition(s) stated below outline the department's assessment of the OSTDS:

**Status of Property:**

The premise was vacant at the time of our inspection and no overflows were observed. Because there were no occupants living in the residence, no sewage flow was being generated; therefore, our ability to fully assess the functionality of the system was limited.

**Septic Tank Compartment:**

The condition of the internal structure of the tank compartment could not be determined because the tank was not opened for a visual inspection. However, a limited external inspection of the tank was conducted.

- No structural deficiencies were noted.

**Drainfield System:**

The inspector was unable to inspect the drainfield because it is too deep to be probed; therefore he was unable to assess the system's functionality.

**Conclusion:**

- No action is required at this time. This letter does not imply that the system will perform optimally for a specific period of time.

This inspection will be honored for a period of nine months. If we can be of further assistance, please do not hesitate to call us at (850) 595-6766.

Sincerely,

Phillip L. Davies  
Environmental Supervisor I

5160  
PLD/cpl  
OSTDS # 09-0457  
Fax to: John Russell 626-1981



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: DARRON AND CYNTHIA CUNNINGHAM ("Seller")  
and STEPHEN TISDALE ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:  
Address: 35 MASON LANE PENSACOLA, FL 32505

Legal Description: THAT CERTAIN PARCEL AS DESCRIBED IN SURVEY DATED 2/17/2011 JOB #11-02-045 BEING PART OF PID# 47-1S-30-1101-008001 (ATTACHED)

including all improvements and the following additional property: NONE

PRICE AND FINANCING

2. PURCHASE PRICE: \$ \$31,000 payable by Buyer in U.S. funds as follows:

(a) \$ \$0 Deposit received (checks are subject to clearance) on \_\_\_\_\_ by \_\_\_\_\_ for delivery to \_\_\_\_\_ ("Escrow Agent")  
Signature Name of Company

(Address of Escrow Agent) \_\_\_\_\_  
(Phone # of Escrow Agent) \_\_\_\_\_

(b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_ or \_\_\_\_\_ days from Effective Date (10 days if left blank).

(c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

(e) \$ \$31,000 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is  lot  acre  square foot  other (specify: \_\_\_\_\_) prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation: SEE SURVEY

3. CASH/FINANCING: (Check as applicable)  (a) Buyer will pay cash for the Property with no financing contingency.

(b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

(1) New Financing: Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.

(2) Seller Financing: Buyer will execute a  first  second purchase money note and mortgage to Seller in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_% and payable as follows: \_\_\_\_\_

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.



option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.

(3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to \_\_\_\_\_

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest,  taxes and insurance and having a  fixed  other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which  will  will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and Buyer's deposit(s) will be returned.

**CLOSING**

**4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on May 25, 2011 ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title evidence, surveys, association documents and other items.

**5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if Seller requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

**(a) Seller Costs:**

- Taxes on the deed
- Recording fees for documents needed to cure title
- Title evidence (if applicable under Paragraph 8)

Other: \_\_\_\_\_ **BUYER PAYS**

**(b) Buyer Costs:**

- Taxes and recording fees on notes and mortgages
- Recording fees on the deed and financing statements
- Loan expenses
- Lender's title policy at the simultaneous issue rate
- Inspections
- Survey and sketch
- Insurance

Other: \_\_\_\_\_

**(c) Title Evidence and Insurance: Check (1) or (2):**

(1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment.  Seller will select the title agent and will pay for the owner's title policy, search, examination and related charges or  Buyer will select the title agent and pay for the owner's title policy, search, examination and related charges or  Buyer will select the title agent and Seller will pay for the owner's title policy, search, examination and related charges.

(2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence.  Seller  Buyer will pay for the owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

**(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER 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 FURTHER INFORMATION.**

**(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

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175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations  
176 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental  
177 conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

178 (d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any  
179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,  
180 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into  
181 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", Buyer may  
182 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes  
183 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be  
184 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,  
186 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,  
187 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract  
188 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in  
189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

#### 190 TITLE

191 **8. TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative  
192 or guardian deed as appropriate to Seller's status.

193 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in  
194 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of  
195 which prevent Buyer's intended use of the Property as COMMERCIAL BLDG: covenants, easements and  
196 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if  
197 there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at  
198 or before closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence,  
199 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected  
200 type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

201 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and  
202 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 (2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be  
204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the  
205 Property recorded in the public records of the county where the Property is located and certified to Effective Date.

206 However if such an abstract is not available to Seller, then a **prior owner's title policy** acceptable to the proposed insurer  
207 as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format  
208 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,  
209 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to  
210 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt  
212 of title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days  
213 from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the  
214 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on  
215 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to  
216 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from  
217 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

218 (c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written  
219 notice to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on  
220 the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any  
221 such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations  
222 will be determined in accordance with subparagraph (b) above.

223 (d) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as  
224 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law  
225 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased  
226 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation  
227 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine  
228 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether  
229 there are significant erosion conditions associated with the shoreline of the Property being purchased.

230  Buyer waives the right to receive a CCCL affidavit or survey.

#### 231 MISCELLANEOUS

#### 232 9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

233 (a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and  
234 delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

235 (b) **Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day  
236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the  
239 county where the Property is located) of the appropriate day.  
240 (c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to  
241 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented  
242 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,  
243 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or  
244 Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or  
245 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force  
246 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30  
247 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's  
248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or  
250 electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,**  
251 **regarding any contingencies will render that contingency null and void and the Contract will be construed as if the**  
252 **contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a**  
253 **transaction broker) representing a party will be as effective as if delivered to or by that party.**

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between Buyer and Seller. **Except for brokerage**  
255 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**  
256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.  
257 This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications  
258 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten  
259 or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or  
260 becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence  
261 and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND:** Buyer may not assign this Contract without Seller's written consent. The terms  
263 "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors,  
264 personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

#### 265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT: (a) Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort,  
267 Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without  
268 waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for  
269 the full amount of the brokerage fee. **(b) Buyer Default:** If Buyer fails to perform this Contract within the time specified, including  
270 timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated  
271 damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits  
272 paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in  
274 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

275 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from  
276 the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent  
277 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the  
278 Florida Real Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment or order. A  
279 broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely  
280 resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so  
281 chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

282 **(b) All other disputes:** Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to  
283 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding  
284 arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any  
285 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will  
286 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will  
287 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related  
288 disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the  
289 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

290 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by  
291 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a  
292 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or  
293 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in  
294 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is  
295 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.  
296 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the  
297 arbitrator's fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the  
298 arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

299 Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

**ESCROW AGENT AND BROKER**

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**15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

**16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

**17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

JOHNNY L. RUSSELL

EXIT REALTY NFI

Selling Sales Associate/License No.

Selling Firm/Brokerage Fee: (5 or % of Purchase Price)

5%

JOHNNY L. RUSSELL

EXIT REALTY NFI

Listing Sales Associate/License No.

Listing Firm/Brokerage Fee: (5 or % of Purchase Price)

5%

**ADDITIONAL TERMS**

**18. ADDITIONAL TERMS: BUYER MUST HAVE COMPLETE SATISFACTION FOR ZONING REQUIREMENTS TO BE MET AS DEFINED BY ESCAMBIA COUNTY FLORIDA DRC**

**PARA 5(a)(b) BUYER PAYS ALL CLOSING COSTS ASSOCIATED WITH SALE OF PARCEL**

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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374\*  
375\*

376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

377 **OFFER AND ACCEPTANCE**

378\* (Check if applicable:  Buyer received a written real property disclosure statement from Seller before making this Offer.)

379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
380 copy delivered to Buyer no later than 5 PM  a.m.  p.m. on Feb 26, 2011, this offer will be  
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 **COUNTER OFFER/ REJECTION**

383\*  Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a  
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from  
385 the date the counter is delivered.  Seller rejects Buyer's offer.

386\* Date: \_\_\_\_\_ Buyer: [Signature]  
387\* Print name: STEPHEN TISDALE

388\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
389\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
390\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_  
391\* E-mail: \_\_\_\_\_

392\* Date: 02-25-11 Seller: [Signature]  
393\* Print name: DARRON CUNNINGHAM

394\* Date: 02-25-11 Seller: [Signature]  
395\* Phone: \_\_\_\_\_ Print name: CYNTHIA CUNNINGHAM

396\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_  
397\* E-mail: \_\_\_\_\_

398\* **Effective Date:** \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399\* Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms. VAC-9 Rev. 4/07 © 2007 Florida Association of REALTORS® All Rights Reserved







**Development Services Bureau**  
Escambia County, Florida

**PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM**

47-15-30-1101-030-004  
47-15-30-1101-008-001  
Property Reference Number

Buddy Page  
Name

30 & 35 Mason Ln  
Address

Owner  Agent

Referral Form Included? **Y** **N**

**MAPS PREPARED**

- Zoning
- FLU 280
- Aerial
- Other: \_\_\_\_\_

**PROPERTY INFORMATION**

Current Zoning: C-1 & R-6 Size of Property: \_\_\_\_\_ +/-  
Future Land Use: MU-5 Commissioner District: 3  
Overlay/AIPD: PNSPD Subdivision: \_\_\_\_\_  
Redevelopment Area: Palatfox

**COMMENTS**

Desired Zoning: 2 ID-CP

Is Locational Criteria applicable? Yes If so, is a compatibility analysis required? Yes

- properties are along local road therefore do not meet locational criteria
  - currently under two owners - need proof of ownership for both and signatures on POA for both
  - current boundary survey of actual property to be rezoned w/ acreage
  - 3/3 need proof of ownership for Mason Ln and updated POA for 30 Mason
  - find out if there is a sales contract for both properties
- deadlines: application: 3/3 Planning Board: 4/11 BCC: 5/5  
4/7 5/29 6/2

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process
- BOA  DRC  Other: \_\_\_\_\_

Process Name

Staff present: 595-3464 Lynette Harris, Drew Holmer Date: 2/10/11

Applicant/Agent Name & Signature: [Signature]

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.



**Development Services Bureau  
Building Inspections Division**

3363 West Park Place  
Pensacola, Florida, 32505  
(850) 595-3550  
Molino Office - (850) 587-5770

**RECEIPT**

Receipt No. : **527179**

Date Issued. : 03/04/2011

Cashier ID : KLHARPER

Application No. : PRZ110300006

Project Name : Z-2011-07 B

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	108	\$1,000.00	App ID : PRZ110300006
		<b>\$1,000.00</b>	<b>Total Check</b>

Received From : TISDALE ENTERPRISES LLC

Total Receipt Amount : **\$1,000.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110300006	621260	1,500.00	\$0.00	35 MASON LN, PENSACOLA, FL

<b>Total Amount :</b>	<b>1,500.00</b>	<b>\$0.00</b>	Balance Due on this/these Application(s) as of 3/22/2011
-----------------------	-----------------	---------------	--



**Development Services Bureau  
Building Inspections Division**

3363 West Park Place  
Pensacola, Florida, 32505  
(850) 595-3550  
Molino Office - (850) 587-5770

**RECEIPT**

Receipt No. : **527180**

Date Issued. : 03/04/2011

Cashier ID : KLHARPER

Application No. : PRZ110300006

Project Name : Z-2011-07 B

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Credit Card</b>		\$500.00	App ID : PRZ110300006
		<b>\$500.00</b>	<b>Total Credit Card</b>

Received From : WILEY PAGE SR

Total Receipt Amount : **\$500.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110300006	621260	1,500.00	\$0.00	35 MASON LN, PENSACOLA, FL

<b>Total Amount :</b>	<b>1,500.00</b>	\$0.00	Balance Due on this/these Application(s) as of 3/22/2011
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**Development Services Bureau  
Building Inspections Division**

3363 West Park Place  
Pensacola, Florida, 32505  
(850) 595-3550  
Molino Office - (850) 587-5770

## RECEIPT

Receipt No. : **527178**

Date Issued. : 03/04/2011

Cashier ID : KLHARPER

Application No. : PRZ110300005

Project Name : Z-2011-07 A

### PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	106	\$1,500.00	App ID : PRZ110300005
		<b>\$1,500.00</b>	<b>Total Check</b>

Received From : TISDALE ENTERPRISES LLC

Total Receipt Amount : **\$1,500.00**

Change Due : \$0.00

### APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110300005	621259	1,500.00	\$0.00	30 MASON , PENSACOLA, FL

**Total Amount :**

**1,500.00**

\$0.00

Balance Due on this/these  
Application(s) as of 3/22/2011

MARKS CHRISTINE T TRUSTEE  
C/O JAMES MARKS JR  
120 E MAIN ST STE A  
PENSACOLA FL 32502

JERNIGAN G M & LOUISE W  
PO BOX 17858  
PENSACOLA FL 32522

UNITED STATES OF AMERICA  
C/O US ARMY CORP OF ENGINEERS  
REAL ESTATE DIVISION  
PO BOX 2288  
MOBILE AL 366280001

ESCAMBIA COUNTY  
221 PALAFOX PL STE 420  
PENSACOLA FL 32502

OSAGE PROPERTIES LLC  
4410 N PALAFOX ST  
PENSACOLA FL 32505

SCHMITZ MICHAEL J & CHERYL L  
205 HART DR  
PENSACOLA FL 32503

HENDERSON WILEY JR 1/4 INT  
PO BOX 521  
FLOMATON AL 36441

WALTERS PHILLIP & ATONIA  
4605 N PALAFOX ST  
PENSACOLA FL 32505

TEYMORZADEH SAEED  
2265 BROOKPARK RD  
PENSACOLA FL 32534

CREWS REX H & LOTTIE NELL  
992 WILLIAMS DITCH RD  
CANTONMENT FL 32533

WALTERS PHILLIP D SR &  
4605 N PALAFOX ST  
PENSACOLA FL 32505

GOLD CROWN CAMPERS  
C/O JOHN YODER  
8444 HOGAN DR SE  
HUNTSVILLE AL 35802-3432

ADVANCED AUTO AIR & REPAIR INC  
C/O TIMOTHY C MURPH  
4701 N PALAFOX ST  
PENSACOLA FL 32505

INGRAM ROBERT D  
8530 JERNIGAN RD  
PENSACOLA FL 32514

STRUCK WILHELM JR  
4714 N PALAFOX ST  
PENSACOLA FL 32505

RHYNE SAMMY L & PEGGY JO  
432 CUMBERLAND AVE  
GULF BREEZE FL 32561

FLORIDA DRUM COMPANY INC  
700 S MYRICK ST  
PENSACOLA FL 32505

COPELAND FREDERICK R JR &  
58 MASON LN  
PENSACOLA FL 32505

BOSWELL KENNETH C  
24 E MASON LN  
PENSACOLA FL 32505

HAHN ZENOVA COOK  
C/O COOK WILLIE S LIFE ESTATE  
10 MASON LN  
PENSACOLA FL 32505

DONALDSON VERNON E &  
1816 BREWER DR  
PENSACOLA FL 32526

JPAUL INVESTMENTS INC  
4708 N PALAFOX ST  
PENSACOLA FL 32505

MERDIC INC  
PO BOX 6038  
PENSACOLA FL 32503

TAYLOR MIKE & DORA A  
4675 BALMORAL DR  
PENSACOLA FL 32504

BUILDING SUPPLY CENTER INC  
C/O MERRILL DICKERSON  
PO BOX 6038  
PENSACOLA FL 32503

CUNNINGHAM DARRON &  
35 MASON LN  
PENSACOLA FL 32505

DICKERSON F O TRUSTEE  
402 W LLOYD ST  
PENSACOLA FL 32501

MERRILL W C JR & JANE H  
1940 SEVILLE DR  
PENSACOLA FL 32503

DICKERSON REAL PROPERTY LLC  
402 W LLOYD ST  
PENSACOLA FL 32501

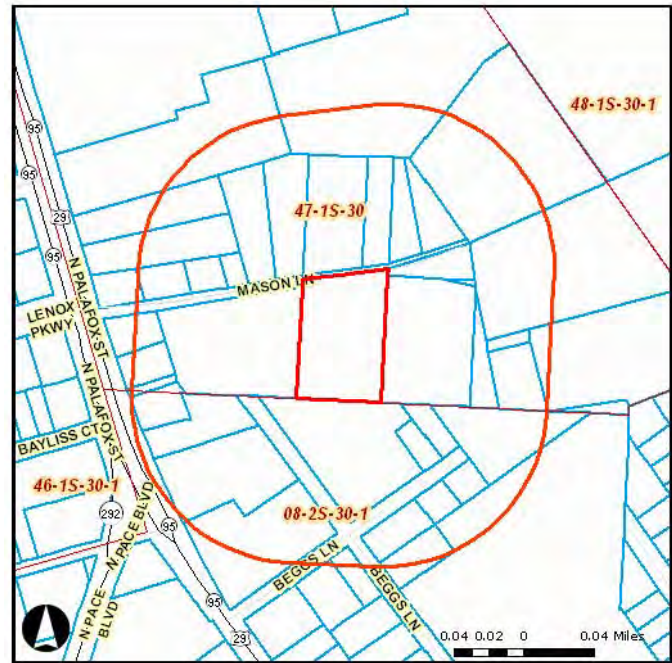
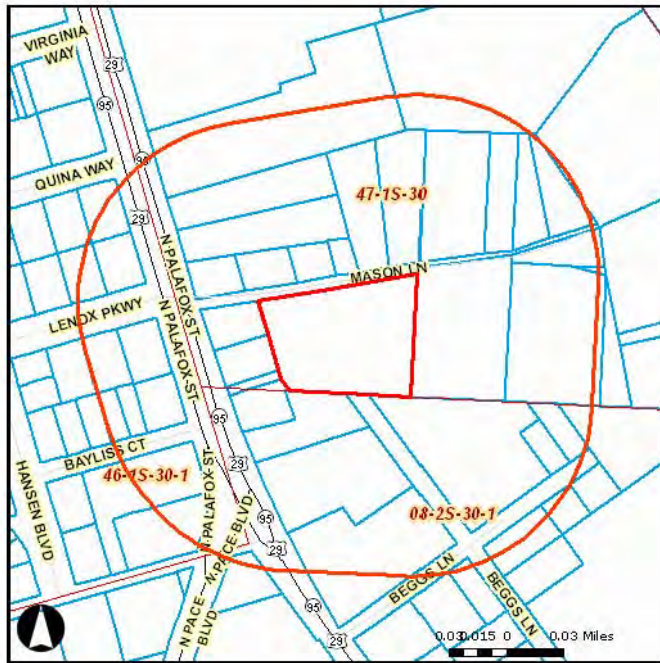
KIRKLAND MABEL M LIFE EST  
10733 REBEL CIR  
TALLAHASSEE FL 32305

RHYNE SAMMY L EST OF  
432 CUMBERLAND AVE  
GULF BREEZE FL 325614108

WILEY C "BUDDY" PAGE  
5337 HAMILTON LN  
PACE FL 32571

GUNTER PATRICIA  
2500 INDA AVE  
PENSACOLA FL 32526

# ECPA MAPS



### Map Grid



### Major Roads

- County Road
- Interstate
- State Road
- US Highway

### All Roads

### Property Line



**PLEASE NOTE:** This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES BUREAU  
3363 WEST PARK PLACE  
Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Development Services  
Bureau

T. Lloyd Kerr, AICP  
Bureau Chief

ESCAMBIA COUNTY PLANNING BOARD

Chamber Rules

1. All who wish to speak will be heard.
2. This form must be filled out and given to the Planning Board Clerk in order to be heard.
3. When the Chairman calls your name to speak, please come to the podium, adjust the microphone so you can be heard clearly, then state your NAME and ADDRESS for the record.
4. You are requested to keep your remarks BRIEF and FACTUAL.
5. Both sides of an issue will be granted uniform time to speak, normally 3 – 5 minutes.
6. Should there be a need for information to be handed out, the procedure is:
  - A. Copies are given to the Clerk for distribution.
  - B. Clerk distributes copies to the Board members and staff (13 copies are needed in total)
  - C. One copy is placed in the official meeting file.

All items with an asterisk \* are required.

Please Print Clearly

\*Name: BUDDY PAGE \*Phone: 232-9853  
 \*Address: 5337 HAMILTON \*City, State, Zip: 32571  
 \*Agenda Item: 5-B Date: 4-11-11  
 \*Rezoning Case #: Z 2011-07  In Favor  Against

\*\*\*\*\*

OFFICE USE ONLY:

Further Staff Action required:  Yes  No

Comments: \_\_\_\_\_



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All items with an asterisk \* are required.

Please Print Clearly

\*Name: KENNETH BOSWELL JR Phone: —

\*Address: 40A. MASON LN \*City, State, Zip: PENSACOLA FL

\*Agenda Item: REZONING Date: 4-11-11

\*Rezoning Case #: Z-2011-07 In Favor  Against

\*\*\*\*\*  
OFFICE USE ONLY:

Further Staff Action required:  Yes  No

Comments: \_\_\_\_\_



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All items with an asterisk \* are required.

Please Print Clearly

\*Name: KENNETH BOSWELL SR \*Phone: 438-9970  
 \*Address: 24 MASON LN \*City, State, Zip: \_\_\_\_\_  
 \*Agenda Item: RE ZONING Date: \_\_\_\_\_  
 \*Rezoning Case #: Z-2011-07 In Favor  Against

\*\*\*\*\*

OFFICE USE ONLY:

Further Staff Action required: \_\_\_\_\_ Yes \_\_\_\_\_ No

Comments: \_\_\_\_\_



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All items with an asterisk \* are required.

Please Print Clearly

\*Name: Vernon Donaldson \*Phone: 944-8832  
 \*Address: 1816 Brewer Dr \*City, State, Zip: 32524  
 \*Agenda Item: 22011-07 Date: \_\_\_\_\_  
 \*Rezoning Case #: 22011-07 In Favor  Against

\*\*\*\*\*  
 OFFICE USE ONLY:  
 Further Staff Action required: \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Comments: \_\_\_\_\_



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All items with an asterisk \* are required.

Please Print Clearly

\*Name: Cynthia & Derran Dunningham Phone: 433-8383  
 \*Address: 35 Mason Ln. \*City, State, Zip: Pensacola, FL 32505  
 \*Agenda Item: \_\_\_\_\_ Date: 4/11/11  
 \*Rezoning Case #: Z-2011-07  In Favor  Against

\*\*\*\*\*

OFFICE USE ONLY:

Further Staff Action required: \_\_\_\_\_ Yes \_\_\_\_\_ No

Comments: \_\_\_\_\_



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All items with an asterisk \* are required.

Please Print Clearly

\*Name: Darran Cunningham \*Phone: (850) 433-8383  
 \*Address: 35 Mason Ln. \*City, State, Zip: Pensacola, FL 32505  
 \*Agenda Item: rezoning Date: 4/11/11  
 \*Rezoning Case #: 2-2011-07  In Favor  Against

\*\*\*\*\*  
OFFICE USE ONLY:

Further Staff Action required: \_\_\_\_\_ Yes \_\_\_\_\_ No

Comments: \_\_\_\_\_



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All items with an asterisk \* are required.

Please Print Clearly

\*Name: ZENOVA A. HAHN \*Phone: 850-434-6869  
 \*Address: 10 MASON LANE \*City, State, Zip: Pensacola FL 32505  
 \*Agenda Item: Rezoning Date: April 11 2011  
 \*Rezoning Case #: Z 201107 In Favor  Against

\*\*\*\*\*  
 OFFICE USE ONLY:  
 Further Staff Action required: \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Comments: \_\_\_\_\_

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 advertisement in the matter of:

**Notice of Public Hearing**

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

March 25, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa 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 25<sup>th</sup> Day of March, 2011, by **Anna Hammes** who is personally known to me.

Anna Hammes Affiant

[Signature] Notary Public

GRANT PAQUIN  
 Notary Public, State of Florida  
 My Commission Expires May 31, 2014  
 Commission No. DD996828

**NOTICE OF PUBLIC HEARING BEFORE THE ESCAMBIA COUNTY PLANNING BOARD**

The Escambia County Planning Board, sitting as the Local Planning Agency, will hold a quasi-judicial public hearing at **8:30 a.m., Monday, April 11, 2011** in the Escambia County Central Office Complex, Room 104, 3363 West Park Place, Pensacola, Florida, to consider the following rezoning request under Part III of the Escambia County Code of Ordinances, the Land Development Code:

<b>Case No.:</b>	<b>Z-2011-06</b>
Location:	1836 E. Olive Rd, 1832 E. Olive Rd, 8240 Whitmire Dr, 1716 E. Olive Rd and two properties along Whitmire Dr
From:	R-5, Urban Residential/Limited Office District (cumulative) High Density, (20 du/acre)
To:	C-1, Retail Commercial District, (cumulative) (25 du/acre)

<b>Case No.:</b>	<b>Z-2011-07</b>
Location:	30 Block & 35 Mason Ln
From:	R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre) & C-1, Retail Commercial District, (cumulative) (25 du/acre)
To:	ID-CP, Commerce Park District (cumulative) (no residential uses allowed)

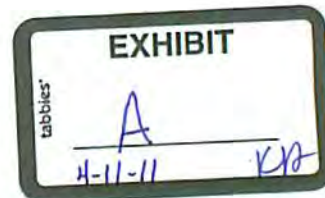
The Planning Board will make a recommendation on the rezoning request which will be considered by the Board of County Commissioners at a subsequent quasi-judicial public hearing for final decision.

**To reserve your right to address the rezoning request at the hearing before the Board of County Commissioners, you must be present and give testimony on the record at the hearing before the Planning Board.**

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in the public hearing should contact Cheryl Lively, Program Coordinator to the County Administrator at 595-4947 at least seven days prior to the date of the hearing. If you have any questions, please contact the Development Services Bureau at 595-3475 or 3363 West Park Place, Pensacola, FL.

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

Legal No. 1516191 1T March 25, 2011







## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-695

Growth Management Report Item #: 12. 2.

BCC Regular Meeting

**Meeting Date:** 05/05/2011  
**Issue:** 5:45 p.m. - Public Hearing - Amendment to the Official Zoning Map  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

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### Information

#### **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 cases heard by the Planning Board on April 11, 2011 and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

#### **BACKGROUND:**

Rezoning cases Z-2011-06 and Z-2011-07 were heard by the Planning Board on April 11, 2011. 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 Bureau and interested citizens. The Development Services Department will ensure proper advertisement.

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**Attachments**

Draft Map Ordinance

ORDINANCE NUMBER 2011-\_\_\_\_\_

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.

<b>Case No.:</b>	<b>Z-2011-06</b>
Location:	1836 E. Olive Rd, 1832 E. Olive Rd, 8240 Whitmire Dr, 1716 E. Olive Rd and two properties along Whitmire Drive
Property Reference No.:	18-1S-30-3304-000-000, 18-1S-30-3305-000-000, 18-1S-30-3204-000-001, 18-1S-30-3304-000-001, 18-1S-30-3309-000-004, 18-1S-30-3204-000-002
Property Size:	46.63 (+/-) acres
From:	R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
To:	C-1, Retail Commercial District (cumulative) (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

<b>Case No.:</b>	<b>Z-2011-07</b>
Location:	30 Block & 35 Mason Lane
Property Reference No.:	Portions of 47-1S-30-1101-030-004 & 47-1S-30-1101-008-001
Property Size:	3.56 (+/-) acres
From:	R-6, Neighborhood Commercial and Residential District (cumulative), High Density

To: (25 du/acre) & C-1, Retail Commercial District  
(cumulative) (25 du/acre)  
ID-CP, Commerce Park District (cumulative)  
(no residential uses allowed)  
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 (2010); 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 \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-697** **Growth Management Report** **Item #: 12. 3.**

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011  
**Issue:** 5:46 p.m.- Public Hearing - LDC Ordinance - Articles 3, 6 & 7  
"Outdoor Storage"  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

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**Information**

**RECOMMENDATION:**

5:46 p.m. Recommendation Concerning LDC Ordinance - Articles 3,6 & 7 "Outdoor Storage"

That the Board review and adopt an Ordinance to the Land Development Code (LDC) amending Article 3 "Definitions," to define "outdoor sales" and redefine "outdoor storage"; amending Article 6 "Zoning Districts," to create Section 6.04.18 to add tables for outdoor storage categories and outdoor standards and amending Sections 6.05.14 and 6.05.16 to establish the zoning districts where outdoor sales are permitted; and amending Article 7 "Performance Standards" to clarify screening for outdoor storage.

This hearing serves as the second of two required public hearings before the Board of County Commissioners (BCC) as set forth in LDC Section 2.08.04(b) and F.S. 125.66(4)(b).

**BACKGROUND:**

The Board of County Commissioners (BCC) requested staff to generate an Ordinance to clarify several issues with the County's current outdoor storage and screening of outdoor storage requirements in the LDC. The Planning Board rendered an Interpretation (Interpretation 2010-03) that "equipment and supplies to be assets of that company and would require the adequate screening as set forth in LDC Section 07.01.06.E; however, if items were determined not to be assets of that company then no screening would be required." The Planning Board reviewed a revised Ordinance at its February 7, 2011 meeting and recommended approval by the BCC.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance was reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any suggested legal comments are attached herein with the respective Ordinance to which they pertain.

**PERSONNEL:**

No additional personnel are anticipated for the implementation of this Ordinance.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

**IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and all staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

**Attachments**

Legal Approval,5A Draft;Ordinance Clean copy

Article 3,6 & 7 "Outdoor Storage"

LDC Ordinance

Legal Review

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Art. 3, 6 & 7 "Outdoor Storage "LDC Ordinance Draft 5A

Date: 04/11/2011

Date requested back by: 04/13/2011

Requested by: Allyson Cain

Phone Number: 595-3547



(LEGAL USE ONLY)

Legal Review by 

Date Received: April 13, 2011

Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:



Art. 3, 6 & 7 "Outdoor Storage"

LDC Ordinance

Ordinance Draft 5A

ORDINANCE NUMBER 2011-\_\_\_\_\_

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AN ORDINANCE 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 3, "DEFINITIONS," SECTION 3.02.00 TO REDEFINE "OUTDOOR STORAGE"; AND CREATING A DEFINITION FOR "OUTDOOR SALES"; AMENDING ARTICLE 6 "ZONING DISTRICTS" CREATING SECTION 6.04.18 TO ADD A TABLE FOR OUTDOOR STORAGE CATEGORIES AND DESCRIPTIONS AND A TABLE FOR OUTDOOR STANDARDS; AND AMENDING SECTIONS 6.05.14 AND 6.05.16 TO ESTABLISH THE ZONING DISTRICTS WHERE OUTDOOR SALES ARE PERMITTED; AMENDING ARTICLE 7 "PERFORMANCE STANDARDS" SECTION 7.01.06.E TO CLARIFY SCREENING FOR OUTDOOR STORAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

*WHEREAS, the intent of this Ordinance is to redefine "outdoor storage," and define "outdoor sales"; and clarify screening for outdoor storage and the types of suitable screening, particularly from the public right-of-way.*

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, Section 3.02, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

*3.02.00. Terms defined.*

Outdoor sales. The display and sale of products and services located outside of a building or structure, including vehicles, garden supplies, farm equipment, gas, motor oil, mobile homes, burial monuments, building and landscape materials, and similar materials or items.

Outdoor storage. Storage outside the principal or accessory building(s) of a site. Goods, wares, merchandise, commodities, junk, debris or any other item not within the confines of a building on a lot or parcel for a continuous period longer than 72 hours.

**Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Section 6.04.18. is hereby created as follows, and Sections 6.05.14. and 6.05.16., are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

# DRAFT

1 6.04.18. Outdoor Storage Classes and Standards. In order to determine and regulate  
 2 outdoor storage and the proper screening requirements for such storage, the County  
 3 hereby establishes the following outdoor/outside storage categories and standards:

4  
 5 Table Inset:  
 6

<b>Class</b>	<b>Description for Outdoor Storage</b>
<u>Class 1</u>	<ul style="list-style-type: none"> <li>• <u>Construction materials on active construction sites.</u></li> </ul>
<u>Class 2</u>	<ul style="list-style-type: none"> <li>• <u>Live plants not displayed for sale.</u></li> <li>• <u>Goods incidental to agriculture or the provision of agricultural services.</u></li> </ul>
<u>Class 3</u>	<ul style="list-style-type: none"> <li>• <u>Vehicles, including recreational, trailers, construction, and watercraft, at dealerships or a mini-warehouse.</u></li> <li>• <u>Retail funerary sales.</u></li> </ul>
<u>Class 4</u>	<ul style="list-style-type: none"> <li>• <u>Items outdoors during business hours.</u></li> </ul>
<u>Class 5</u>	<ul style="list-style-type: none"> <li>• <u>Vehicles including recreational, trailers, construction, and watercraft excluding vehicles located at residences.</u></li> <li>• <u>Hazardous or toxic substances</u></li> <li>• <u>The storage, sale, dismantling, or other processing of used or waste goods or materials that are not intended for reuse in their original forms.</u></li> <li>• <u>Materials or equipment.</u></li> <li>• <u>Storage of vehicles or equipment for maintenance, repair, or servicing.</u></li> <li>• <u>Raw or finished materials incidental to manufacture, processing, fabrication, assembly, treatment, and packaging of products.</u></li> <li>• <u>The storage incidental to offices or administrative, clerical, or public contact services, together with incidental storage and maintenance of necessary vehicles.</u></li> </ul>

7

<b>(A) Standard</b>	<b>(B) Class 1</b>	<b>(C) Class 2</b>	<b>(D) Class 3</b>	<b>(E) Class 4</b>	<b>(F) Class 5</b>
<u>Yard or driveway.</u>	<input checked="" type="checkbox"/>				
<u>Rear yard unless the area is screened in accordance with LDC Section 7.01.06.E.</u>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Standard A-2 buffer is required where abutting any residential district.</u>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Screened in accordance with LDC Section 7.01.06.E.</u>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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1 6.05.14. C-1 retail commercial district (cumulative).

2  
3 C. Conditional uses.

4  
5 13. Outdoor sales; however, garden shops or nurseries displaying plants,  
6 shrubs, trees, etc., outdoors adjacent to the garden shop or nursery are a permitted  
7 use.

8  
9 6.05.16. C-2 General commercial and light manufacturing district (cumulative).

10  
11 B. Permitted uses.

12  
13 24. Outdoor sales.

14  
15 24- 25. Other uses similar to those permitted herein. Determination on other  
16 permitted uses shall be made by the planning board (LPA).

17  
18 **Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development  
19 Code of Escambia County, Article 7, Section 7.01.06.E, is hereby amended as follows  
20 (words underlined are additions and words ~~stricken~~ are deletions):

21  
22 E. Screening of outdoor storage. Outdoor storage, as defined in Article 3 of this Code,  
23 ~~of equipment and supplies~~ shall be screened from the public right-of-way and adjacent  
24 properties by a six-foot opaque fence or wall. In the case of the view from the public  
25 right-of-way, ~~the~~ is fence or wall shall be supplemented by landscaping in accordance  
26 with Standard A-2. Fencing or walls may be constructed of wood, vinyl, masonry, stone,  
27 or any like material.

28  
29 **Section 4. Severability.**

30  
31 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
32 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way  
33 affect the validity of the remaining portions of this Ordinance.

34  
35 **Section 5. Inclusion in Code.**

36  
37 It is the intention of the Board of County Commissioners that the provisions of this  
38 Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the sections,  
39 subsections and other provisions of this Ordinance may be renumbered or re-lettered  
40 and the word " ordinance" may be changed to " section," " article," or such other  
41 appropriate word or phrase in order to accomplish such intentions.

42  
43 **INTENTIONALLY LEFT BLANK**

**DRAFT**

1 **Section 6. Effective Date.**

2  
3 This Ordinance shall become effective upon filing with the Department of State.

4  
5 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

6  
7 **BOARD OF COUNTY COMMISSIONERS**  
8 **OF ESCAMBIA COUNTY, FLORIDA**

9  
10 **By:** \_\_\_\_\_  
11 **Kevin W. White, Chairman**

12 **ATTEST: ERNIE LEE MAGAHA**  
13 **Clerk of the Circuit Court**

14  
15 **By:** \_\_\_\_\_  
16 **Deputy Clerk**

17 **(SEAL)**

18  
19 **ENACTED:**

20  
21 **FILED WITH THE DEPARTMENT OF STATE:**

22  
23 **EFFECTIVE DATE:**  
24  
25

Art. 3, 6 & 7 "Outdoor Storage"

LDC Ordinance

Ordinance (clean copy)

ORDINANCE NUMBER 2011-\_\_\_\_\_

AN ORDINANCE 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 3, "DEFINITIONS," SECTION 3.02.00 TO REDEFINE "OUTDOOR STORAGE"; AND CREATING A DEFINITION FOR "OUTDOOR SALES"; AMENDING ARTICLE 6 "ZONING DISTRICTS" CREATING SECTION 6.04.18 TO ADD A TABLE FOR OUTDOOR STORAGE CATEGORIES AND DESCRIPTIONS AND A TABLE FOR OUTDOOR STANDARDS; AND AMENDING SECTIONS 6.05.14 AND 6.05.16 TO ESTABLISH THE ZONING DISTRICTS WHERE OUTDOOR SALES ARE PERMITTED; AMENDING ARTICLE 7 "PERFORMANCE STANDARDS" SECTION 7.01.06.E TO CLARIFY SCREENING FOR OUTDOOR STORAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

*WHEREAS, the intent of this Ordinance is to redefine "outdoor storage," and define "outdoor sales"; and clarify screening for outdoor storage and the types of suitable screening, particularly from the public right-of-way.*

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

**Section 1.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 3, Section 3.02, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

*3.02.00. Terms defined.*

Outdoor sales. The display and sale of products and services located outside of a building or structure, including vehicles, garden supplies, farm equipment, gas, motor oil, mobile homes, burial monuments, building and landscape materials, and similar materials or items.

Outdoor storage. Storage outside the principal or accessory building(s) of a site. Goods, wares, merchandise, commodities, junk, debris or any other item not within the confines of a building on a lot or parcel for a continuous period longer than 72 hours.

**Section 2.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 6, Section 6.04.18. is hereby created as follows, and Sections 6.05.14. and 6.05.16., are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

6.04.18. Outdoor Storage Classes and Standards. In order to determine and regulate outdoor storage and the proper screening requirements for such storage, the County hereby establishes the following outdoor/outside storage categories and standards:

Table Inset:

<b>Class</b>	<b>Description for Outdoor Storage</b>
<u>Class 1</u>	<ul style="list-style-type: none"> <li>• <u>Construction materials on active construction sites.</u></li> </ul>
<u>Class 2</u>	<ul style="list-style-type: none"> <li>• <u>Live plants not displayed for sale.</u></li> <li>• <u>Goods incidental to agriculture or the provision of agricultural services.</u></li> </ul>
<u>Class 3</u>	<ul style="list-style-type: none"> <li>• <u>Vehicles, including recreational, trailers, construction, and watercraft, at dealerships or a mini-warehouse.</u></li> <li>• <u>Retail funerary sales.</u></li> </ul>
<u>Class 4</u>	<ul style="list-style-type: none"> <li>• <u>Items outdoors during business hours.</u></li> </ul>
<u>Class 5</u>	<ul style="list-style-type: none"> <li>• <u>Vehicles including recreational, trailers, construction, and watercraft excluding vehicles located at residences.</u></li> <li>• <u>Hazardous or toxic substances</u></li> <li>• <u>The storage, sale, dismantling, or other processing of used or waste goods or materials that are not intended for reuse in their original forms.</u></li> <li>• <u>Materials or equipment.</u></li> <li>• <u>Storage of vehicles or equipment for maintenance, repair, or servicing.</u></li> <li>• <u>Raw or finished materials incidental to manufacture, processing, fabrication, assembly, treatment, and packaging of products.</u></li> <li>• <u>The storage incidental to offices or administrative, clerical, or public contact services, together with incidental storage and maintenance of necessary vehicles.</u></li> </ul>

<b>(A) Standard</b>	<b>(B) Class 1</b>	<b>(C) Class 2</b>	<b>(D) Class 3</b>	<b>(E) Class 4</b>	<b>(F) Class 5</b>
<u>Yard or driveway.</u>	<input checked="" type="checkbox"/>				
<u>Rear yard unless the area is screened in accordance with LDC Section 7.01.06.E.</u>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Standard A-2 buffer is required where abutting any residential district.</u>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Screened in accordance with LDC Section 7.01.06.E.</u>				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*6.05.14. C-1 retail commercial district (cumulative).*



C. *Conditional uses.*

13. Outdoor sales; however, garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the garden shop or nursery are a permitted use.

6.05.16. *C-2 General commercial and light manufacturing district (cumulative).*

B. *Permitted uses.*

24. Outdoor sales.

24. 25. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

**Section 3.** Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Article 7, Section 7.01.06.E, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

E. *Screening of outdoor storage.* Outdoor storage, as defined in Article 3 of this Code, ~~of equipment and supplies~~ shall be screened from the public right-of-way and adjacent properties by a six-foot opaque fence or wall. In the case of the view from the public right-of-way, ~~the~~ this fence or wall shall be supplemented by landscaping in accordance with Standard A-2. Fencing or walls may be constructed of wood, vinyl, masonry, stone, or any like material.

**Section 4.** **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 5.** **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 (2011); 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.

**INTENTIONALLY LEFT BLANK**

**Section 6.** **Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

**ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court**

By: \_\_\_\_\_  
**Deputy Clerk**

**(SEAL)**

**ENACTED:**

**FILED WITH THE DEPARTMENT OF STATE:**

**EFFECTIVE DATE:**



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-707

Growth Management Report Item #: 12. 1.

BCC Regular Meeting

Action

Meeting Date: 05/05/2011

Issue: Action Item - Home Depot Park / Final Plat Permit # PSD101100012

From: T. Lloyd Kerr, AICP

Organization: Development Services

CAO Approval:

---

### Information

#### **RECOMMENDATION:**

#### **Recommendation Concerning the Final Plat for Home Depot Park**

That the Board approve the recording of the Final Plat of Home Depot Park, (a 23.33 acre private 5 lot commercial subdivision), located in the Brent Community on North Davis Highway and lying north of Brent Lane, (State Road 296). Owned and developed by Home Depot Park, LLC. Prior to recording, the County Engineer, County Surveyor, Development Services Department 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.

#### **BACKGROUND:**

The preliminary plat was approved on December 15, 2010. The development lies along a paved public streets with curb and gutter. The site will include Home Depot, three parcels for retail/commercial development and one parcel for a private stormwater management system. Development Services inspected the improvements on April 18, 2011 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

#### **BUDGETARY IMPACT:**

There will be indirect staff costs associated with the review of the final plat, inspections and preparation of this recommendation. All improvements will remain private and will not be a financial liability.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

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

#### **PERSONNEL:**

All work associated with this recommendation was done in-house and no additional staff has been required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

**IMPLEMENTATION/COORDINATION:**

Once the final plat has been approved by the Board and final sign-offs given by the County Engineer, County Surveyor and Development Services Department Director, it will be transmitted to the Clerk of Court's Office for recording in the public records of Escambia County, Florida. Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services.

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**Attachments**

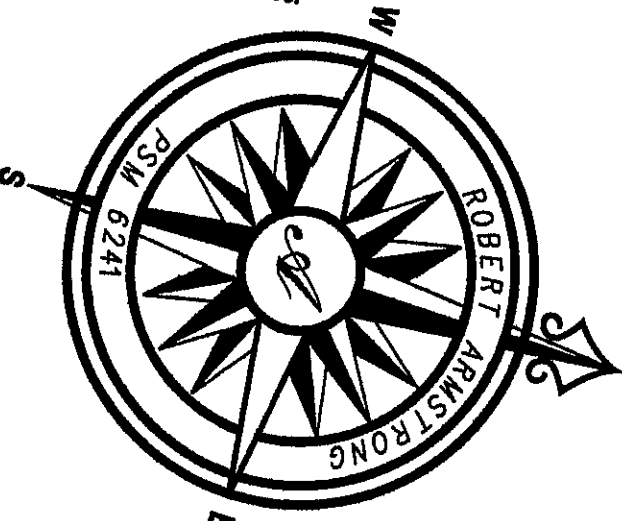
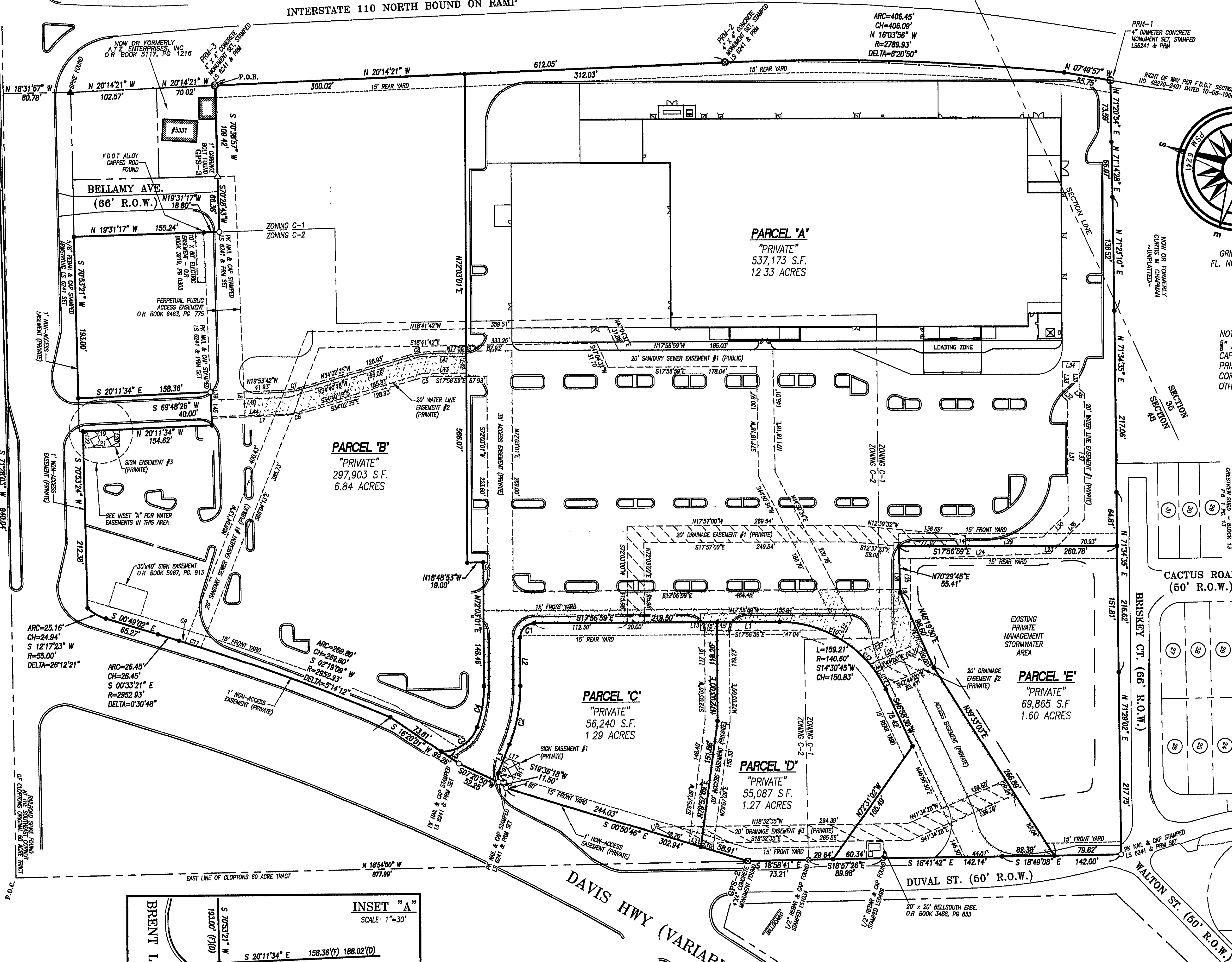
Final Plat Drawing

Home Depot Park Final Plat Vicinity/Location Map



INTERSTATE 110 NORTH BOUND ON RAMP

BRENT LANE (VARIABLE R.O.W.)



NOTE:  
18" REBAR 18" LONG WITH CAP STAMPED L56241 & PRM SET AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED

LINE	LENGTH	BEARING	DESCRIPTION
L1	74.98'	S17°56'59"E	PARCEL A/D PROPERTY LINE
L2	58.06'	N72°03'01"E	PARCEL A/C PROPERTY LINE
L3	37.70'	S86°09'41"E	PARCEL A/C PROPERTY LINE
L4	10.02'	N88°06'26"E	PARCEL A/C PROPERTY LINE
L5	25.45'	S16°20'01"W	PARCEL A PROPERTY LINE
L6	5.50'	N17°56'59"W	ACCESS EASEMENT
L7	41.85'	S19°53'42"E	ACCESS EASEMENT
L8	30.00'	S69°57'35"W	ACCESS EASEMENT
L9	2.89'	N70°29'45"E	ACCESS EASEMENT
L10	15.20'	S00°50'46"E	30' ACCESS EASEMENT
L11	15.20'	S00°50'46"E	30' ACCESS EASEMENT
L12	27.05'	S79°57'26"E	SANITARY SEWER EASEMENT #1
L13	20.00'	S72°03'00"W	SANITARY SEWER EASEMENT #1
L14	12.88'	N72°03'01"E	DRAINAGE EASEMENT #1
L15	14.45'	N39°36'42"W	DRAINAGE EASEMENT #3
L16	21.30'	N86°09'41"W	SIGN EASEMENT #1
L17	20.00'	N03°50'19"E	SIGN EASEMENT #1
L18	33.07'	S86°09'41"E	SIGN EASEMENT #1
L19	43.58'	N20°11'34"W	SIGN EASEMENT #3
L20	20.00'	N70°53'24"E	SIGN EASEMENT #3
L21	43.58'	S20°11'34"E	SIGN EASEMENT #3
L22	20.00'	S70°53'24"W	SIGN EASEMENT #3
L23	12.52'	S62°57'00"E	WATER LINE EASEMENT #1
L24	166.98'	S19°58'38"E	WATER LINE EASEMENT #1
L25	104.88'	N72°03'32"E	WATER LINE EASEMENT #1
L26	53.84'	S42°17'36"W	WATER LINE EASEMENT #1
L27	47.97'	N42°17'36"W	WATER LINE EASEMENT #1
L28	111.28'	S72°03'32"W	WATER LINE EASEMENT #1
L29	178.41'	N19°58'38"W	WATER LINE EASEMENT #1
L30	42.37'	N62°57'00"W	WATER LINE EASEMENT #1
L31	133.78'	S72°03'00"W	WATER LINE EASEMENT #1
L32	8.37'	S24°04'12"W	WATER LINE EASEMENT #1
L33	41.41'	S72°03'00"W	WATER LINE EASEMENT #1
L34	20.00'	N17°38'21"W	WATER LINE EASEMENT #1
L35	32.40'	N72°03'00"W	WATER LINE EASEMENT #1
L36	8.37'	N24°04'12"E	WATER LINE EASEMENT #1
L37	150.97'	N72°03'00"W	WATER LINE EASEMENT #1
L38	46.01'	S62°57'00"E	WATER LINE EASEMENT #1
L39	9.32'	N69°48'26"E	TIE TO WATER LINE EASEMENT #2
L40	92.40'	N19°23'01"W	WATER LINE EASEMENT #2
L41	55.34'	N17°57'00"W	WATER LINE EASEMENT #2
L42	20.00'	N72°03'01"E	WATER LINE EASEMENT #2
L43	52.40'	S17°57'00"E	WATER LINE EASEMENT #2
L44	94.80'	S19°23'01"E	WATER LINE EASEMENT #2
L45	20.00'	S69°48'26"W	WATER LINE EASEMENT #2
L46	13.43'	N20°11'34"W	TIE TO WATER LINE EASEMENT #3
L47	29.45'	N20°11'34"W	WATER LINE EASEMENT #3
L48	36.78'	N64°22'19"W	WATER LINE EASEMENT #3
L49	12.00'	N70°53'24"E	WATER LINE EASEMENT #3
L50	17.00'	N19°06'36"W	WATER LINE EASEMENT #3
L51	19.08'	N64°22'19"W	WATER LINE EASEMENT #3
L52	17.00'	S19°06'36"E	WATER LINE EASEMENT #4
L53	12.00'	S70°53'24"W	WATER LINE EASEMENT #4

CURVE	LENGTH	RADIUS	BEARING	CHORD	DESCRIPTION
C1	26.70'	17.00'	S62°56'59"E	24.04'	PARCEL A/C PROPERTY LINE
C2	71.49'	188.00'	N82°56'40"E	71.06'	PARCEL A/C PROPERTY LINE
C3	65.81'	44.50'	N52°21'54"W	52.23'	PARCEL A/B PROPERTY LINE
C4	49.57'	144.50'	S81°52'39"W	48.33'	PARCEL A/B PROPERTY LINE
C5	30.90'	110.00'	S25°59'47"E	30.80'	30' ACCESS EASEMENT
C6	37.51'	140.00'	S26°21'59"E	37.40'	30' ACCESS EASEMENT
C7	29.48'	110.00'	N26°21'59"W	29.39'	30' ACCESS EASEMENT
C8	39.32'	140.00'	N25°59'47"W	39.19'	30' ACCESS EASEMENT
C9	7.32'	2952.93'	N00°13'41"W	7.32'	TIE TO S.S. EASEMENT #1
C10	25.32'	140.50'	S08°57'40"W	25.29'	SANITARY SEWER EASEMENT #1
C11	20.05'	2952.93'	S00°02'14"W	20.05'	SANITARY SEWER EASEMENT #1
C12	20.12'	140.50'	S41°33'23"W	20.10'	20' DRAINAGE EASEMENT #2
C13	21.22'	140.48'	S28°19'40"W	21.20'	WATER LINE EASEMENT #1

SHEET 2 OF 2

FINAL PLAT OF

# HOME DEPOT PARK

4/20/11  
APPROVED

JAYME FONTANELS GRANT, SECTION 35 & 48  
TOWNSHIP 1 SOUTH ~ RANGE 30 WEST  
CITY OF PENSACOLA  
ESCAMBIA COUNTY, FLORIDA

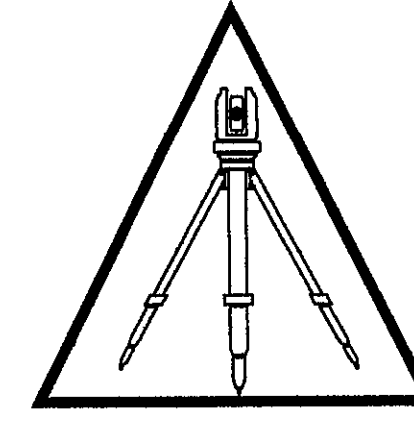
SCALE 1" = 60'  
SURVEY DATE: 11/15/2010  
PLAT DATE: 02/01/2011

ROBERT T. ARMSTRONG P.S.M. 6241

POST OFFICE BOX 775  
DOUGLASVILLE, GEORGIA 30133

PHONE (770)577-0077 / FAX (770)577-0066

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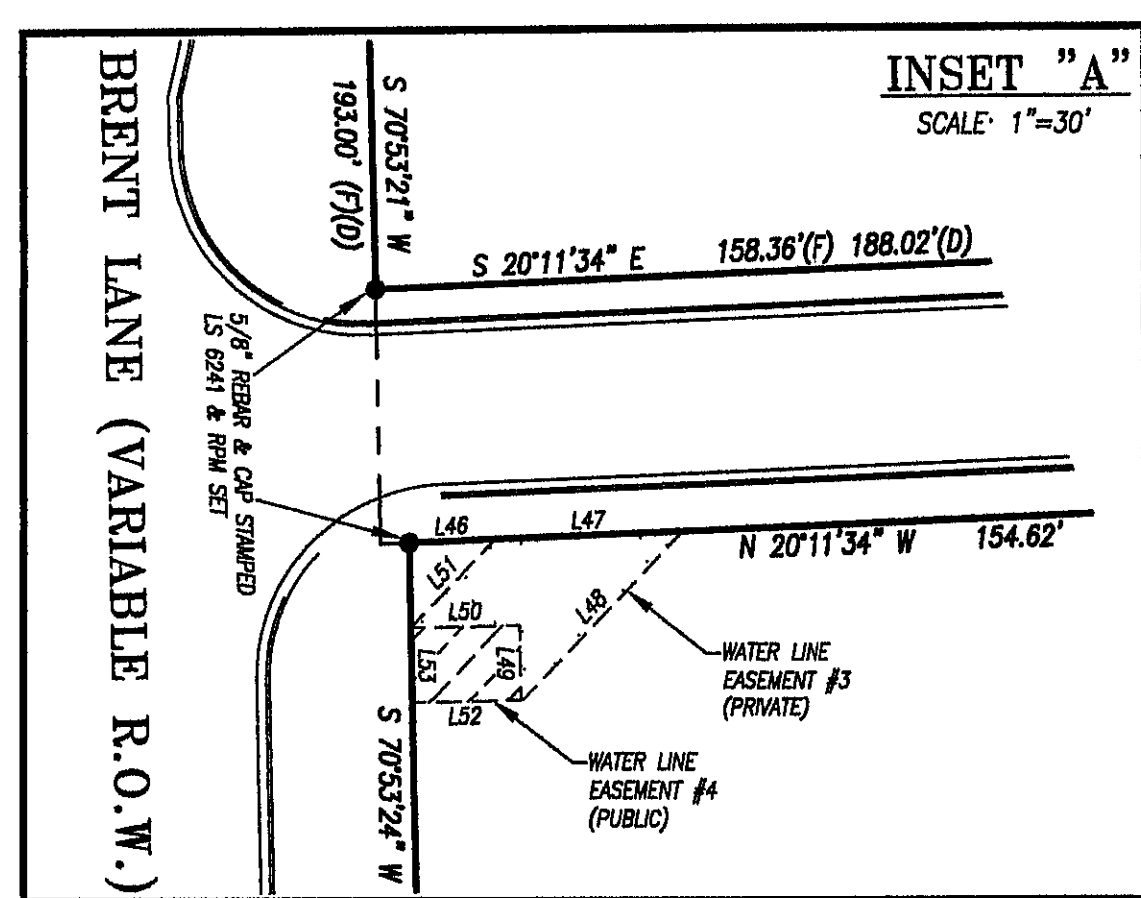


COVENANTS & RESTRICTIONS O.R. BOOK \_\_\_\_\_, PAGE(S) \_\_\_\_\_

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

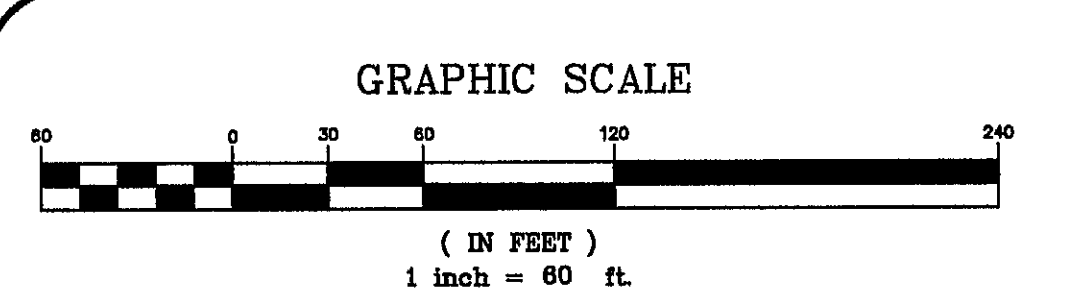
**OWNER/DEVELOPER**  
HOME DEPOT U.S.A., INC  
2455 PACES FERRY ROAD  
ATLANTA, GEORGIA 30339  
CONTACT: KATE PETERSON  
770-384-4108

**ENGINEER**  
S.E. CIVIL, LLC  
1 S. SCHOOL STREET  
FAIRHOPE, AL 36532  
CONTACT: LARRY SMITH  
251-990-6566



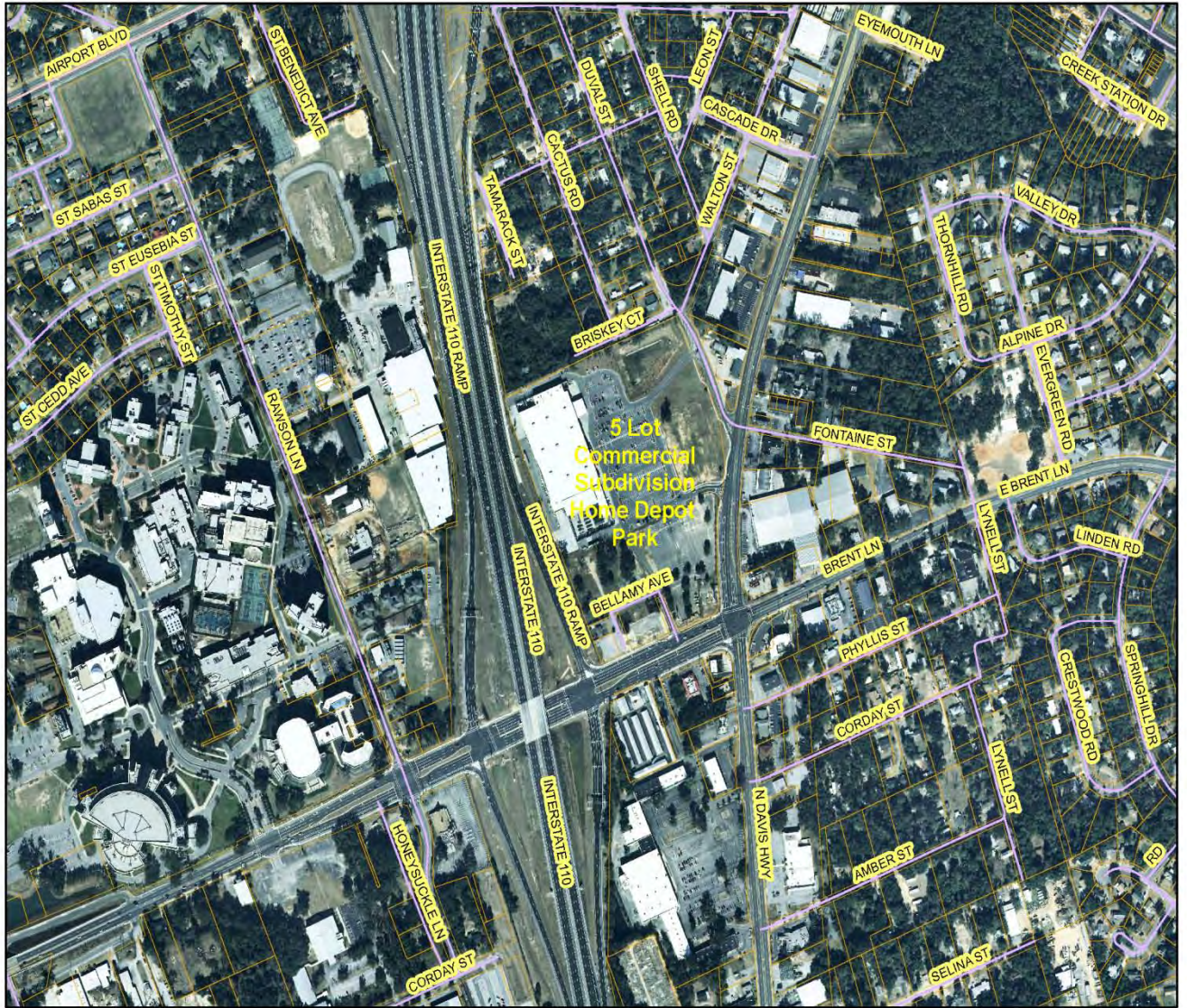
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ROBERT T. ARMSTRONG, P.S.M.  
FL. REGISTRATION NO 6241  
POST OFFICE BOX 775  
DOUGLASVILLE, GA. 30133

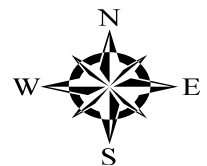


No.	Date	Description	Initials
1	3/30/2011	County comments	TM
2	4/12/2011	Add U.E. Easement	RA

# FINAL PLAT: HOME DEPOT PARK



## VICINITY MAP





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-713** **Growth Management Report** Item #: 12. 1.

**BCC Regular Meeting**

**Meeting Date:** 05/05/2011  
**Issue:** Schedule of Public Hearings  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

---

**Information**

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of Public Hearings**

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

**Thursday June 2, 2011**

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 May 9, 2011.

**Case No.:** Z-2011-08  
**Location:** 310 E Johnson Ave  
**Property Reference No.:** 12-1S-30-6106-004-001  
**Property Size:** .38 (+/-) acres  
**From:** R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)  
**To:** C-1, Retail Commercial District (cumulative) (25du/acre)  
**FLU Category:** MU-U, Mixed -Use Urban  
**Commissioner District** 5  
**Requested by:** Robert Payne, Agent for G. M. and Louise Jernigan, Owners

**Case No.:** Z-2011-09  
**Location:** 3411 John St  
**Property Reference No.:** 16-2S-30-1001-330-004  
**Property Size:** .31  
**From:** R-4, Multi-Family District, (cumulative) Medium High Density  
**To:** R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)



FLU Category: MU-U, Mixed-Use Urban

Commissioner District 3

Requested by: Tanaya Rosa, Agent for Keith L. Davis, Owner

---



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-690**

**County Administrator's Report Item #: 12. 1.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/05/2011

**Issue:** Appointment to the Workforce Escarosa, Inc. Board of Directors

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning an Appointment to the Workforce Escarosa, Inc., Board of Directors - Marilyn D. Wesley, Community Affairs Department Director

That the Board confirm the appointment of Gracie Parker, Business Representative, Plumbers & Steamfitters Local Union #366, to the Workforce Escarosa, Inc., Board of Directors, as a labor representative for a three-year term, with the term of appointment to be effective May 5, 2011, through May 4, 2014.

**BACKGROUND:**

The Board of Directors for Workforce Escarosa, Inc. serves as the local governing board for workforce development and job training activities as approved by Workforce Florida, Inc. and the Agency for Workforce Innovation (AWI). Federal and state legislation that govern the board activities require specific membership from various community sectors where the governing boards are located. This board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments must conform to the requirements of the law, and have final approval from the local governing entity of each county – which, for Escambia County, is the Board of County Commissioners.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Appointments to this Board of Directors are made in accordance with state and federal legislation.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

All Escambia County appointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, this appointment shall become effective for the expressed dates. The Department of Community Affairs has coordinated with Workforce Escarosa, Inc. on this appointment.

---

**Attachments**

Letters and resume for Gracie Parker appointment

Jay Overman  
Chairperson  
Susan Nelms  
Executive Director

workforceescarosa



Connecting businesses and resources.

April 7, 2011

Marilyn Wesley  
Director of Community Services  
Community Services Department  
2257 North Baylen Street  
Pensacola, FL 32501

Dear Marilyn,

Enclosed is a nomination for Gracie Parker, Plumbers & Steamfitters-Local Union 366, from Northwest Florida Federation of Labor. Ms. Parker will fill a mandated labor organization seat on the Workforce Escarosa, Inc. Board. In accordance with State law, the Workforce Innovation Act of 2000, Section 445.007(1),

**“The membership of the board shall be consistent with Pub. L. No. 105-220, Title I, S. 117(b)... and three representatives of organized labor.”**

Ms. Parker will replace Kenneth Lacey who is no longer with Plumbers & Steamfitters – Local Union 366 and will join the two other organized labor representatives appointed by Escambia and Santa Rosa Board of County Commissioners. Her appointment will bring our board into compliance with federal and state requirements.

Please contact me at your convenience if you need additional information or have any further questions.

Sincerely,

Susan Nelms  
Executive Director

SN/js

Enclosure

Regional Workforce Board  
9111 Sturdevant Street  
Pensacola, FL 32514  
Phone: (850) 473-0939  
Fax: (850) 473-0935

Pensacola Center  
3670-A North "L" Street  
Pensacola, FL 32505-5217  
Phone: (850) 607-8700  
Fax: (850) 607-8849

Milton Center  
5725 Highway 90  
Milton, FL 32583  
Phone: (850) 983-5325  
Fax: (850) 983-5330

Century Center  
8120 N. Century Blvd.  
Century, FL 32535  
Phone: (850) 256-6259  
Fax: (850) 256-6266

[www.workforceescarosa.com](http://www.workforceescarosa.com)

# Northwest Florida Federation of Labor



7830 N. Palafox St.  
Pensacola, FL 32534

**CENTRAL LABOR COUNCIL**

Phone: (850) 261-6512  
[www.nwflclc.com](http://www.nwflclc.com)

08 APR 11

Susan Nelms  
Executive Director  
WORKFORCE ESCAROSA, INC.  
9111 Sturdevant Street, Suite A  
Pensacola, FL 32514

Re: Appointment of Labor Representative

Dear Susan,

This letter will serve to introduce to you Labor's choice of a candidate to replace the vacant position for Labor on the ESCAROSA Workforce Development Board serving Escambia and Santa Rosa counties in the State of Florida.

My candidate's name is: **Mrs. Gracie Parker**

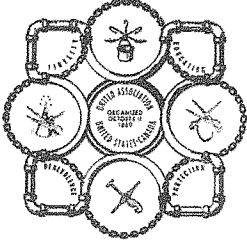
Union affiliation: **Business Representative  
Plumbers & Steamfitters  
Local Union 366  
2300 West Nine Mile Road  
Pensacola, FL 32534  
850 479-9166  
[graciejax@aol.com](mailto:graciejax@aol.com)**

Please present her name and credentials to the appropriate agencies for approval.

Any consideration given to Mrs. Parker will be greatly appreciated by this office.

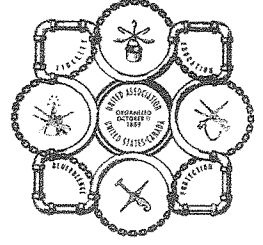
Best regards,

Reagan L. McDaniel  
Vice-President  
Northwest Florida Federation of Labor, CLC



# PLUMBERS & STEAMFITTERS LOCAL UNION NO. 366

AFFILIATED WITH AFL-CIO  
2300 WEST NINE MILE ROAD  
PENSACOLA, FLORIDA 32534  
(850) 479-9166 - PHONE (850) 479-4571 - FAX



March 24, 2011

Workforce Escarosa, Inc.  
Attn: Janay Sims  
9111-A Sturdewant St  
Pensacola, FL 32514

Dear Ms. Sims:

I would like to nominate Gracie Parker to fill the position as our Labor Representative on the Workforce Escarosa, Inc. Board of Directors. Kenneth Lacey is no longer with Local 366.

Please feel free to contact me with any questions.

Thank you,

John Lindstrom  
International Representative/Trustee, Local 366



**Gracie Parker**  
**4043 Hwy 297A**  
**Cantonment, FL 32533**  
**Phone: 904-333-0940**  
[graciejax@aol.com](mailto:graciejax@aol.com)

## Experience/Qualifications

**Plumbers & Steamfitters Local Union 366, Pensacola, FL**    June 2005 - Present

**Office Manager/Business Representative**

- Manage business affairs
- Recordkeeping/Collection of Dues
- Dispatching/Maintenance of Membership

**Pointe South Real Estate**  
**Sales Associate**

**Active: Part Time**

**US Block Windows, Pensacola, FL**

**March 2004 - March 2005**

**Inside Sales Representative**

- Increased Sales 30% for Kentucky, Tennessee and North Carolina
- Personally responsible for 25% of total company sales volume
- Introduced new product line - Coronado Block Shutters
- Processed sales quotes, orders and credits

**Kelly Services, Jacksonville, FL**

**January 2003 - March 2004**

**Various Temporary Assignments**

- Last Assignment - Jacksonville International Airport (Badging Office)
- Other Assignments included administrative and inventory management.

**Entertainment Marketing Inc. Chicago, IL**

**February 2001 - December 2002**

**Promotions Manager for Jacksonville Market**

- Responsible for recruiting and interviewing merchandisers
- Held training classes using PowerPoint presentations
- Scheduled and executed successful events
- Updated contracts and insurance for venue owners and managers
- Maintained inventory on Excel spreadsheets

**Unimast Incorporated, McDonough, GA**

**August 1999 - February 2001**

**Inside Sales Representative**

- Served as a representative for South Florida and International customer territories
- Attended quarterly sales shows and conventions
- Responsible for recording monthly order quotas and calculating the month end sales order statistics





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-696** County Administrator's Report Item #: 12. 2.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 05/05/2011  
**Issue:** Request for Disposition of Property  
**From:** Keith Wilkins, REP  
**Organization:** Community & Environment  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, REP, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department for property that is described and listed on the Disposition Form, with Department and reason for disposition stated.

**BACKGROUND:**

Per Chapter 388.321, Florida Statutes, all equipment purchased with state funds shall become the property of the county, and may be traded in on other equipment, or sold, when no longer needed by the county. The items listed on the attached Request for Disposition of Property were purchased by state funds. These items qualify as trade in on new equipment to be likewise purchased by state funds. No county funds will be used.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Chapters 274.05, 274.06, and 388.321, Florida Statutes.

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Request for Disposition

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Department: Community & Environment Dept COST CENTER NO: 210902

Robert R. Betts DATE: 4/5/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 850-937-2193

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	049103	Copier	06501647	Sharp	2000	Fair
Y	042446B	M3 Monitor	002250	Adapco	2005	Fair
Y	042448B	M3 Monitor	002254	Adapco	2005	Fair
Y	054218	M3 Monitor	002355	Adapco	2005	Fair

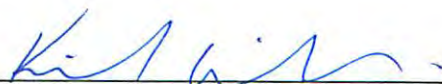
Disposal Comments: Copier is being offered as traded in for a new one. Each of the Monitor 3s are being traded for the new equipment.


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: 4-11-11  
 FROM: Escambia County Department Head (Signature):   
 Community & Environment Department Head (Print Name): Keith Wilkins, REP, Director

RECOMMENDATION: Date: 4/13/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 Charles R. "Randy" Oliver, CPA, PE  
 County Administrator or designee

Approved by the County Commission and Recorded in the Minutes of: \_\_\_\_\_  
 Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller  
 By (Deputy Clerk) \_\_\_\_\_

This Equipment Has Been Auctioned / Sold

by: \_\_\_\_\_  
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. vm 4/5/11



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-732** County Administrator's Report Item #: 12. 3.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 05/05/2011  
**Issue:** 5:32 p.m. Public Hearing Request to establish the Siguenza Cove Canal Maintenance MSBU Ordinance  
**From:** Amy Lovoy  
**Organization:** OMB  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning a 5:32 p.m., Public Hearing Request for the Siguenza Cove Canal Maintenance MSBU - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing for the establishment of a dredging and maintenance Municipal Services Benefit Unit (MSBU) on May 19, 2011, at 5:32 p.m., to consider adoption of an Ordinance creating the Siguenza Cove Canal Maintenance MSBU.

**BACKGROUND:**

The County will be dredging Siguenza Cove Canal to help with waterway access. The canal is bordered by 36 properties. The county will pay 100% of the construction costs associated with this dredging as a one-time expense. An automatic MSBU (one not requiring a petition) is being created for any future dredging and maintenance projects. The 36 properties surrounding the canal will be included in the MSBU district and assessed the future costs. There will be no assessment billed or collected until there are future dredging or maintenance expenses.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board must approve scheduling the public hearing.

**IMPLEMENTATION/COORDINATION:**

Notification of the public hearing will be advertised in the Pensacola News Journal.

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## Attachments

Siguenza Ord. Backup

ORDINANCE NO. 2011-\_\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, CREATING THE SIGUENZA COVE CANAL MAINTENANCE MUNICIPAL SERVICES BENEFIT UNIT (MSBU) FOR THE PURPOSE OF FUNDING THE DREDGING AND OTHER MAINTENANCE ACTIVITIES FOR THE CANAL IN SIGUENZA COVE SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Escambia County has undertaken to accept for County maintenance and public use the canal in Siguenza Cove Subdivision, as shown on the plat recorded in Plat Book 5 at page 12 of the public records of Escambia County, Florida; and

**WHEREAS**, the lots abutting the canal have been identified as receiving a special benefit from the County's maintenance and should be subject to an ad valorem special assessment;

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

**Sec. 1 Authority; purpose; scope.**

This division is enacted under authority of Article VIII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes, for the purpose of providing dredging and other canal maintenance in certain unincorporated areas in the county, not lying within the corporate boundaries of any municipality, and more particularly described as Lots 1 through 36, Block 3, as shown on the plat of Siguenza Cove subdivision recorded in Plat Book 5 at page 12 of the public records of Escambia County, Florida.

**Sec. 2 Short title.**

This division shall be known and referred to as the "Siguenza Cove Canal Maintenance Municipal Services Benefit Unit Ordinance."

**Sec. 3 Definitions.**

The following words, terms and phrases when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Board* means the board of county commissioners.

*Costs* mean those maintenance and administrative costs associated with providing dredging and canal maintenance to the district.

*District* means that geographical area of the Siguenza Cove Subdivision described as Lots 1 through 36, Block 3, as shown on the plat of Siguenza Cove subdivision recorded in Plat Book 5 at page 12 of the public records of Escambia County, Florida.

*Fiscal year* means the period of time between October 1 and September 30 of the following year.

*Lot* means any of Lots 1 through 36, Block 3, as shown on the plat of Siguenza Cove subdivision recorded in Plat Book 5 at page 12 of the public records of Escambia County, Florida.

**Sec. 4      District created.**

There is hereby created within the county, the Siguenza Cove Canal Maintenance Municipal Services Benefit Unit for the purpose of funding the dredging and other canal maintenance within the district.

**Sec. 5      Governance of the district.**

The district shall be governed by the board of county commissioners. The board shall have the following powers and duties to:

- (1) Provide for the collection and disbursement by the county of special assessments to pay for maintenance and operational expenses within the district.
- (2) Provide for or contract for dredging and canal maintenance within the district.
- (3) Buy, lease, or rent any and all real or personal property necessary to implement this division.
- (4) Fairly and reasonable apportion the cost of the dredging and canal maintenance.
- (5) Prepare and adopt an annual budget for the district.
- (6) Otherwise act or satisfy the duties and responsibilities under this division.

**Sec. 6      Legislative findings.**

Legislative findings are as follows:

- (1) Dredging and canal maintenance not only increases the market value of lots in this district, but also provides recreational opportunities for the owners of such lots not shared by members of the general public.

- (2) The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the costs of the special benefit received by each lot and do not represent a fair share of the costs of general governmental services provided to residents in the unincorporated areas of the county.
- (3) The special benefit received by commercial lots would be greater than the special benefit received by single-family residential and multifamily residential lots and may be assessed differently.
- (4) It is neither reasonable, cost effective, nor efficient to bill lot owners in an amount less than \$5.00.

**Sec. 7      Special assessment procedures.**

- (a) The board shall determine each year the level of service necessary to provide adequate dredging and canal maintenance. The costs for dredging and canal maintenance 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.
- (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 on all lots located within the district. These non-ad valorem special assessments for dredging and canal maintenance 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 dredging and canal maintenance 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 dredging and canal maintenance. The budgeted costs for dredging and canal maintenance shall be fairly and reasonably apportioned among the benefited lots by resolution of the board each fiscal year. The resolution shall contain a formula based on the number of residential and commercial lots. The formula shall allocate a greater share of the cost of service upon commercial lots due to the greater amount of special benefit commercial lots receive. The board may adopt the formula each fiscal year by resolution as necessary to reasonably and fairly apportion the cost of dredging and canal maintenance among benefited lots. The board may



make a finding in the resolution to exclude any lot that no longer receives a special benefit. Any non-ad valorem special assessment that is less than \$5.00 shall not be collected.

- (e) All special assessments as provided in this division shall be assessed and collected by the uniform method adopted by the board of county commissioners pursuant to Section 197.3632, Florida Statutes, or the alternative collection method described in subsection (g) of this section.
- (f) The tax collector of the county shall be entitled to receive a commission for the collection of non-ad valorem special assessments for dredging and canal maintenance as provided in Section 197.3632(2), Florida Statutes, at the rate set forth in Section 197.3632(2), Florida Statutes.
- (g) In lieu of utilizing the uniform method of collection, the board may elect to collect the recreational and amenities non-ad valorem special assessment by directing the clerk of the circuit court to provide recreational and amenities non-ad valorem assessment bills by first class mail to the owner of each assessed lot. The bill or accompanying explanatory material shall include:
  - (1) A brief explanation of the dredging and canal maintenance non-ad valorem special assessment;
  - (2) A description of the unit of measurement used to determine the amount of the dredging and canal maintenance non-ad valorem special assessment and the number of units assessed;
  - (3) The total amount of the dredging and canal maintenance non-ad valorem assessment imposed against the lot and identify the fiscal year for which it is assessed;
  - (4) The location at which payment will be accepted;
  - (5) The date on which the non-ad valorem dredging and canal maintenance assessment is due; and
  - (6) A statement that the dredging and canal maintenance non-ad valorem special assessment constitutes a lien against assessed real property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem special assessments.

A general notice of the lien resulting from imposition of the dredging and canal maintenance non-ad valorem special assessments shall be recorded in the

official records of the county. Nothing in this division shall be construed to require filing individual liens or releases in the official records.

The board shall have the right to foreclose and collect all delinquent dredging and canal maintenance non-ad valorem special assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A dredging and canal maintenance non-ad valorem special assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The board or its agent shall notify any property owner who is delinquent in payment of his dredging and canal maintenance non-ad valorem special assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the board or its agent will initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent dredging and canal maintenance non-ad valorem special assessment in a method now or hereafter provided by law for foreclosures of mortgages on real property.

All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described in this section shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the board may be the purchaser to the same extent as any person. The board or its agent may join in one foreclosure action the collection of non-ad valorem dredging and canal maintenance special assessments against any or all property assessed in accordance with the provisions hereof. All delinquent owners whose property are foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the board and its agents, including reasonable attorney fees, in collection of such delinquent dredging and canal maintenance non-ad valorem special assessments and any other costs incurred by the county as a result of such delinquent dredging and canal maintenance non-ad valorem special assessments, and the special assessments shall be collectible as a part of or in addition to the costs of the action.

It shall be the duty of the board to enforce collection of delinquent dredging and canal maintenance non-ad valorem special assessments noticed by this alternative collection method. Any board action required in the collection of dredging and canal maintenance non-ad valorem special assessments may be by resolution.

**Sec. 8      Appeal process.**

- (a) Any lot owner may contest the amount of non-ad valorem special assessment levied upon lots located in the district, regardless of the method of collection, by notifying the clerk of the circuit court in writing that the owner's lot has been erroneously assessed. The clerk of the circuit court shall review the request and determine within ten 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 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 clerk of the circuit court shall be authorized to correct facial errors based on these information sources. The clerk of the circuit court 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 of the board.
- (b) In the event the clerk of the circuit court is unable to determine whether a property owner's lot has been erroneously assessed or believes the assessment is correct, the clerk of the circuit court shall forward the lot owner's written notice to the county administrator or designee. The county administrator or designee shall review and investigate the alleged error and determine, within a reasonable period of time based on the circumstances, whether the assessment should or should not be adjusted.
  - (c) In the event the county administrator or designee finds the lot owner has been erroneously assessed, the county administrator or designee shall correct such errors on the non-ad valorem special assessment roll and shall make any necessary adjustment to the amount of the owner's non-ad valorem special assessment due and owing as a result of the identified error with notice to the board.
  - (d) In the event the county administrator or designee finds the lot owner has been correctly assessed, the county administrator or designee shall notify the owner and advise the owner of his right to petition review of the alleged assessment error by the board within 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 the lot has been erroneously assessed on the non-ad valorem special assessment roll.
  - (e) At the next available meeting, the board shall either (i) direct the county administrator or designee to adjust the assessment due and owing; or (ii) advise the property owner the board 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 30 days.
  - (f) 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 may also by resolution identify circumstances in which a refund of the administrative fee is available.

**Sec. 9 Severability.**

It is declared the intent of the Board of County Commissioners that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**Sec. 10 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.

**Sec. 11 Effective date.**

This Ordinance shall become effective upon its filing with the Department of State.

DONE AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

(SEAL)

Enacted:

Filed with Department of State:

Effective:



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-768** County Administrator's Report Item #: 12. 4.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 05/05/2011  
**Issue:** Abolishment of the Fire Hydrant Committee  
**From:** Charles R. (Randy) Oliver  
**Organization:** County Administrator's Office  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Abolishment of the Fire Hydrant Committee - Charles R. "Randy" Oliver, County Administrator

That the Board accept for filing with the Board's Minutes, the letter dated February 28, 2011, from Stephen E. Sorrell, Executive Director, Emerald Coast Utilities Authority (ECUA), concerning abolishment of the Fire Hydrant Committee by the ECUA Board, in its meeting of February 24, 2011.

**BACKGROUND:**

In March 1988, the ECUA Board established a Fire Hydrant Committee to develop and recommend a plan to provide adequate fire protection within areas of need in the Escambia County Community. With the involvement of the County Commission, president of the Volunteer Fire Departments, Pensacola Fire Department Chief, and the independent water co-ops in Escambia County, the plan came to fruition and the task of providing adequate fire protection was met.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Fire Hydrant Committee Letter



MEMORANDUM

TO: Fire Hydrant Committee members

FROM: Stephen E. Sorrell, Executive Director *ASA*

DATE: February 28, 2011

SUBJECT: Abolishment of the Fire Hydrant Committee

In March 1988, the ECUA Board established a Fire Hydrant Committee to develop and recommend a plan to provide adequate fire protection within areas of need in the Escambia County Community. With the involvement of the County Commission, president of the Volunteer Fire Departments, Pensacola Fire Department Chief, and the independent water co-ops in Escambia County, the plan came to fruition and the task of providing adequate fire protection was met. We are proud of what has been accomplished in a short period of time.

The ECUA received a request to evaluate the need to continue the Fire Hydrant Committee because of a diminishing frequency of meetings. Our staff indicated they feel very comfortable working directly with the various polities and the staff members of their fire departments.

After careful consideration, the ECUA Board at its meeting of February 24, 2011, formally abolished the Fire Hydrant Committee. ECUA wishes to express its appreciation to each member for their diligent efforts and dedicated service to improving fire protection services to the Escambia County Community.

lgi

cc: ECUA Board members  
Ernest Dawson, ECUA Director of Regional Services  
Charles R. Oliver, County Administrator

RECEIVED  
MAR 02 2011

County Administrator's Office



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-689**

**County Administrator's Report Item #: 12. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 05/05/2011

**Issue:** Reclassification of Vacant Division Manager Position

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Reduction of a Vacant Division Manager Position and Abolishment of an Urban Planner I Position in the Development Services Department for an Annual Savings of \$80,232 - T. Lloyd Kerr, AICP, Development Services Department Director

That the Board approve the reduction of a vacant Division Manager position to a Senior Urban Planner. The duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department. The Senior Urban Planner Position is vacant and will be recruited internally and externally.

The reduction of the vacant Division Manager position and the abolishment of the Urban Planner I position will be a total annual savings of \$80,232.

**BACKGROUND:**

On December 6, 2010, the Division Manager for Projects and Comprehensive Planning, U981F-DSDSPJPJ, transferred to the Community Redevelopment Division, Community Economic Department.

Since that time, those duties previously handled by the Division Manager have been distributed to Urban Planners within the Development Services Department. Due to the level of additional responsibility placed upon those individuals, the upgrade to a higher level Senior Planner is warranted.

**BUDGETARY IMPACT:**

Reduction of the vacant Division Manager position, DBM (pay grade) D63, \$31.73 hourly, to the Senior Urban Planner position, DBM (pay grade) C43, \$23.05 hourly, represents a cost savings of \$8.68 per hour, or \$18,054 annually. The reduction of the vacant Division Manager Position and the abolishment of the Urban Planner I Position will be a total annual savings of \$80,232.



**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The reclassification of this position will provide a cost savings, as well as provide upward mobility for existing employees.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board, all necessary paperwork will be processed through Human Resources.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-700

County Administrator's Report Item #: 12. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: SBA#184 - Economic Development Fund Transfer Adjustment

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #184 - Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #184, Economic Development Fund (102) in the amount of \$1,426,645, to recognize an adjustment in the transfer amount from the General Fund (001), and to appropriate these funds for economic development initiatives in Escambia County.

**BACKGROUND:**

The transfer from the General Fund to the Economic Development Fund needs to be adjusted to balance the transfers between funds, SBA#184 makes the appropriate adjustment.

**BUDGETARY IMPACT:**

This amendment will increase Fund 102 by \$1,426,645.

**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

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**Attachments**

SBA#184 - Econ. Dev. Adjustment

Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-\_\_\_\_\_

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 Economic Development Fund Transfer from the General Fund needs to be adjusted to balance the transfers between the two funds, this adjustment must now be recognized and appropriated 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, 2011:

Economic Development Fund Fund Name	102 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Transfers from 001	102	381001	2,000,000
Estimated Fund Balance	102	389901	(573,355)
<b>Total</b>			<b>\$1,426,645</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Reserves	102/360704	59801	1,426,645
<b>Total</b>			<b>\$1,426,645</b>

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

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#184



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-708**

**County Administrator's Report Item #: 12. 2.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Supplemental Budget Amendment #187 - Neighborhood Stabilization Program 3 (NSP3) Grant

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #187 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #187, CDBG Fund (129) and General Fund (001) in the amount of \$1,277,196, to recognize funds from the U.S. Department of Housing and Urban Development (HUD) and to appropriate these funds for the Neighborhood Stabilization Program 3 (NSP3).

**BACKGROUND:**

On October 19, 2010 HUD released requirements for allocating a new round of Neighborhood Stabilization Program (NSP) funds, now commonly known as NSP 3. Escambia County applied for \$1,210,487 in NSP 3 funds based upon the approval granted by the Board on February 3, 2011. NSP 3 largely tracks amended requirements of NSP 1, with the exception that targeting requirements are substantially tighter. Generally the funds must be utilized for housing recovery initiatives meeting the combined requirements of HERA, the NSP Regulations, and CBDG Regulations (to the extent not superseded by HERA). More specifically, the funds were approved by Congress for targeted acquisition, rehabilitation or redevelopment of foreclosed, vacant or abandoned properties to enhance neighborhood stabilization.

**BUDGETARY IMPACT:**

This amendment will increase Fund 129 by \$1,252,987 and Fund 001 by \$24,209.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board must approve increases and decreases in funding.

**IMPLEMENTATION/COORDINATION:**

The grant will be managed and implemented by the Neighborhood Enterprise Foundation (NEFI) and other agencies on an as needed basis.

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**Attachments**

SBA# 187

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

**WHEREAS**, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

**WHEREAS**, Escambia County has been awarded funding for the Neighborhood Stabilization Program 3 Community Development Block Grant (CDBG NSP3). This funding 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, 2011:

General Fund CDBG-Neighborhood Stabilization Program (NSP)	001 129		
<b>Fund Name</b>	<b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Neighborhood Stabilization 3 Grant (NSP3)	129	331545 (new)	1,210,487
NSP3 Interest Earned	129	361006 (new)	2,500
NSP3 Program Income (County-CDBG)	129	369028 (new)	40,000
NSP3 Program Income (HUD-CDBG)	129	369029 (new)	0
Indirect Costs - Other	001	369936	24,209
<b>Total</b>			<b>\$1,277,196</b>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Other Contractual Services (NEFI & other admin. support svcs.)	129/2205xx (new)	53401	96,839
Other Current Charges & Obligations (County indirect cost)	129/2205xx (new)	54901	24,209
Other Grants & Aids	129/2205xx (new)	58301	1,131,939
Reserves for Operating	001/110201	59805	24,209
<b>Total</b>			<b>\$1,277,196</b>

**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**

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

**Supplemental Budget Amendment  
# 187**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-717

County Administrator's Report Item #: 12. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: Supplemental Budget Amendment #188 – Insurance Proceeds for Property Damage Claims

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #188 – Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #188, Transportation Trust Fund (175) in the amount of \$7,952, to recognize insurance proceeds received for damages to County property in three separate accidents, and to appropriate these funds back to the Transportation and Traffic Division and Fleet Maintenance.

**BACKGROUND:**

Escambia County received insurance reimbursements totaling \$7,952 for damages to County property in three separate accidents. The property damaged was a pedestrian signal at Nine Mile and Hummingbird, street lights on University Parkway, and a pole barn at the Road Department. The proceeds will reimburse the Transportation and Traffic Division and Fleet Maintenance.

**BUDGETARY IMPACT:**

This amendment will increase Fund 175 by \$7,952.

**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

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## Attachments

sba188



Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution

Resolution Number  
R2011-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County received insurance reimbursements for damages to County property, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Transportation Trust Fund Fund Name	175 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Insurance Proceeds	175	369008	\$460
Insurance Proceeds	175	369008	\$6,680
Insurance Proceeds	175	369008	\$812
<b>Total</b>			<b>\$7,952</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Repair & Maintenance	175/270201	54601	\$460
Repair & Maintenance	175/270201	54601	\$6,680
Machinery & Equipment	175/210405	56401	\$812
<b>Total</b>			<b>\$7,952</b>

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

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

Supplemental Budget Amendment  
#188



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-719

County Administrator's Report Item #: 12. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: Supplemental Budget Amendment #190 - State of Florida, Division of  
Emergency Management Grant Awards

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #190 – Amy Lovoy,  
Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #190, Other Grants and Projects Fund (110) in the amount of \$83,949, to recognize proceeds from three State of Florida Division of Emergency Management (FDEM) Grant Agreements and to appropriate these funds for the Domestic Security Grant, Community Emergency Response Team activities, and the Citizen Corps Project.

**BACKGROUND:**

The Board of County Commissioners approved FDEM grant Agreement #11-DS-9Z-01-27-01-377 on January 6, 2011, and #11-CI-A6-01-27-01-373 and #11-CC-A6-01-27-01-372 on February 3, 2011. The funds are now being appropriated for Domestic Security, Community Emergency Response Team activities, and the Citizen Corp Project. The Domestic Security budget will be \$62,997, and the Community Emergency Response Team budget and Citizen Corp Project budgets will each be \$10,476.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$83,949.

**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

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**Attachments**

SBA# - 190

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded three grants by the State of Florida, Division of Emergency Management, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Domestic Security Grant 2011	110	3342xx (new)	62,997.00
Community Emergency Response 2011	110	3342xx (new)	\$10,476
Citizens Corps Grant 2011	110	3342xx (new)	\$10,476
<b>Total</b>			<b>\$83,949</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Regular Salaries	110/330482 (NEW)	51201	6,000.00
Overtime	110/330482 (NEW)	51401	1,000.00
FICA	110/330482 (NEW)	52101	\$200
Retirement	110/330482 (NEW)	52201	\$1,500
Life & Health	110/330482 (NEW)	52301	\$1,096
Worker's Compensation	110/330482 (NEW)	52401	\$100
Unemployment Compensation	110/330482 (NEW)	52501	\$104
Professional Services	110/330482 (NEW)	53101	\$47,997
Operating Supplies	110/330482 (NEW)	55201	5,000
Other Contractual Services	110/330483 (NEW)	53401	\$10,476
Other Contractual Services	110/330484 (NEW)	53401	\$10,476
<b>Total</b>			<b>\$83,949</b>

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

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
#190



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-734** County Administrator's Report Item #: 12. 5.  
**BCC Regular Meeting** Budget & Finance Consent  
**Meeting Date:** 05/05/2011  
**Issue:** Supplemental Budget Amendment #191 – Grant Funds  
**From:** Amy Lovoy  
**Organization:** OMB  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #191 - Amy Lovoy,  
Management and Budget Services Department Director.

That the Board adopt the Resolution approving Supplemental Budget Amendment #191, Other Grants and Projects Fund (110) in the amount of \$71,128, to recognize prior year funds from three Grants that were not rolled over into this year's Budget, and to appropriate these funds into the correct Cost Centers.

**BACKGROUND:**

These funds are to be used for the Escambia Bay PCB Grant, International Paper Educational Funds and NPDES Grant.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$71,128.

**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

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**Attachments**

SBA# 191

**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

**WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.**

**WHEREAS, Escambia County was awarded three grants in prior years. These funds were not spent during the previous year, and now must be recognized and appropriated in the current year's budget.**

**NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:**

Other Grants & Projects Fund Name	110 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Escambia Bay PCB Grant	110	334331	31,118
International Paper Educational Funds	110	366006	\$1,940
City of Pensacola - NPDES Support	110	337303	18,654
FDOT - NPDES Support	110	334332	18,654
Town of Century - NPDES	110	337305	762
<b>Total</b>			<b>\$71,128</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Contractual Services	110/221009	53401	37,449
Repair & Maintenance	110/221009	54601	(2,500)
Operating Supplies	110/221009	55201	(3,831)
Printing & Binding	110/221014 (new)	54701	\$1,000
Operating Supplies	110/221014 (new)	55201	\$940
Other Contractual Services	110/221003	53401	1,000
Repair & Maintenance	110/221003	54601	6,000
Operating Supplies	110/221003	55201	2,001
Machinery & Equipment	110/221003	56401	29,069
<b>Total</b>			<b>\$71,128</b>

**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**

\_\_\_\_\_  
Kevin W. White, Chairman

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adopted

\_\_\_\_\_  
OMB Approved

\_\_\_\_\_  
Supplemental Budget Amendment  
# 191



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-753**

**County Administrator's Report Item #: 12. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Supplemental Budget Amendment #195 - BP Settlement Monies/District 4 Projects

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #195 - BP Settlement Monies/District 4 Projects - Amy Lovoy, Management & Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #195, Local Option Sales Tax III (352) in the amount of \$509,928, recognizing the settlement proceeds from BP for lost revenues associated with the Gulf oil spill and appropriating these funds for certain projects in District 4 and into reserves.

**BACKGROUND:**

When the sales tax projects were initially compiled, each commissioner was given \$5,000,000 to be used for certain district projects. All of these funds have been allocated with the exception of \$1,000,000 in District 4. Commissioner Robinson wishes to use portions of these remaining funds for the following projects:

- Four Bus Shelters on Santa Rosa Island - \$60,000
- Enhanced Security/Surveillance on Santa Rosa Island - \$32,000
- Pedestrian Crosswalks on Fort Pickens Road - \$25,000.

The remaining funds from the BP settlement will temporarily appropriated into reserves but will be moved to accomplish the reprioritization of LOST projects approved by the Board at their regular meeting on April 21, 2011.

**BUDGETARY IMPACT:**

See above.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

011sa195



**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

Resolution Number  
R2011-\_\_\_\_\_

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the County has received a settlement from BP for lost sales tax revenues and the Board has reprioritized certain projects, and these funds must be recognized and appropriately into the current year's budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

Local Option Sales Tax III Fund Name	352 Fund Number		
Revenue Title	Fund Number	Account Code	Amount
Reimbursements	352	369401	\$509,928
<b>Total</b>			<b>\$509,928</b>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	352/110267	56401/11CA1414	60,000
Machinery & Equipment	352/540115	56401/11SH1424	32,000
Improvements other than Bldgs.	352/210107	56301/11EN1434	25,000
Reserves	352/110267	59801	392,928
<b>Total</b>			<b>\$509,928</b>

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

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Kevin W. White, Chairman

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Deputy Clerk

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Adopted

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OMB Approved



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-568**

**County Administrator's Report Item #: 12. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Renewal of Solid Waste Container Service

**From:** Amy Lovoy

**Organization:** Board of County Commissioners

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Renewal of Solid Waste Container Service Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board renew the Solid Waste Container Service Contract, PD 07-08.040, with Titan Waste Service with no price increase for the period June 01, 2011, through May 31, 2012, for a period of twelve calendar months effective June 1, 2011, through May 31, 2012, based upon a request of the Contract Administrator, in accordance with the terms and conditions of the current Contract.

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602, Object Code 54301, \$100,000; Fund 501, Employee Health Clinic, Cost Center 140609, Object Code 54301, \$700]

**BACKGROUND:**

The original Contract period was for thirty six months and is due to expire prior to the second Board Meeting in May 2011. Therefore, the Contract Administrator, David Wheeler, has requested that the Office of Purchasing submit to the Board a twelve month extension request of the current Contract.

**BUDGETARY IMPACT:**

[Funding: Fund 001, General Fund, Maintenance Cost Center 210602 Object Code 54301 \$100,000; Fund 501, Employee Health Clinic Cost Center 140609, Object Code 54301, \$700]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

NA

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**Attachments**

Extension Request

ESCAMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS




David W. Wheeler, CFM  
Deputy Bureau Chief

PUBLIC WORKS BUREAU  
FACILITIES MANAGEMENT BRANCH  
100 E. Blount Street  
Pensacola, FL 32501

MEMORANDUM

FMA-017

TO: Claudia Simmons, Purchasing Manager

FROM: David W. Wheeler, CFM, Deputy Bureau Chief 

DATE: February 4, 2011

SUBJECT: Titan Waste Service, PD 07-08.040, Contract Renewal

CC: Joy D. Blackmon, P.E., Public Works Bureau Chief  
Melanie Allison, Accounting Technician, Facilities Management

---

As Contract Administrator for the Solid Waste Container Service Contract, PD 07-08.040, I am requesting to exercise the option to renew the contract with Titan Waste Service, for the first additional twelve month period. Titan Waste Service has agreed to extend under the current terms and conditions with no price increase for 06/01/2011 through 05/31/2012.

Also, I am requesting that Purchasing prepare an amendment to the contract and the recommendation for Board approval.

If you need any assistance, please feel free to contact me at 595-3190.

DWW/kem

f:\correspondence\2010-2011\017 - titan waste service contract extension.doc

TELEPHONE: (850) 595-3190 FAX: (850) 595-3192



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-705**

**County Administrator's Report Item #: 12. 8.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Bartow Avenue Area Drainage

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Bartow Avenue Area Drainage - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.034, Bartow Avenue Area Drainage, to Brown Construction of NWF, Inc., for a total amount of \$909,804.77.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No.10EN0078]

**BACKGROUND:**

Bids were received from four contractors on April 14, 2011. Brown Construction of NWF, Inc. being the lowest Responsive and Responsible bidder.

This project consists of approximately 2250 LF of road reconstruction, storm water pipe, curb inlet, curb and gutter, and under drain installation. Contractor will install a VorTechs water cleaning box. This device must be installed no later than 8/31/11. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, stormwater pollution prevention, seed and mulch, sod, shoulder work, pavement striping, signage, dewatering, etc. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours.

**BUDGETARY IMPACT:**

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No.10EN0078]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Standard Form Contract D will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Department, Engineering Division that they may issue a Notice to Proceed to Brown Construction of NWF, Inc. .

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**Attachments**

Bid Tabulation





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-712

County Administrator's Report Item #: 12. 9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: Various Road Materials Pricing Agreement

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Various Road Pricing Materials Pricing Agreement - Amy Lovoy, Management and Budget Services Department Director

That the Board award an Indefinite Quantity, Indefinite Delivery Contract, PD 10-11.028, Various Road Materials Pricing Agreement, to the following firms; APAC Mid-South, Inc.; Panhandle Grading & Paving, Inc.; and Roads, Inc., of NWF, for a total amount of \$1,000,000.

[Funding: Fund 175, Transportation Trust, Cost Center 210402, Object Code 55301, \$250,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 08EN0208, \$500,000; Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project No. 09EN0388, \$250,000]

**BACKGROUND:**

Bids were received on April 14, 2011 from three responsible and responsive firms APAC Mid-South, Inc., Panhandle Grading & Paving, Inc. and Roads, Inc. of NWF for a multiple award pricing agreement .

The intent of this solicitation is to provide Escambia County, Florida with the ability to have delivered or pickup road construction materials used for new construction and repairs of roadways and similar facilities within Escambia County, Florida.

**BUDGETARY IMPACT:**

Funding: Fund 175 Transportation Trust , Cost Center 210402, Object Code 55301, \$250,000, 352 LOST III, Cost Center 210107, Object Code 56301, Project No.08EN0208, \$500,000; Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project No.09EN0388, \$250,000

**LEGAL CONSIDERATIONS/SIGN-OFF:**

County Attorney's Standard Form Cover Sheet Contract will be used.

**PERSONNEL:**

NA



**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provision of the Escambia County, FL Code of Ordinances, 1999 Chapter 46, Article II, Division 3, Sections 87-90, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**


Upon receipt of post award compliance documents from the awarded contractor, the Office of Purchasing shall notify the Public Works Bureau, Roads and Bridges Division that they may issue a Notice to Proceed to APAC Mid-South, Inc., Panhandle Grading & Paving, Inc. and Roads, Inc. of NWF.

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**Attachments**

Register of Submitters

**PUBLIC NOTICE OF RECOMMENDED AWARD**

BID TABULATION	DESCRIPTION: Various Road Materials Pricing Agreement ITB# PD 10-11.028						
Bid Opening Time: 3:00 p.m., CDT Opening Date: 4/14/2011 Opening Location: Rm 11.407	Cover Sheet/ Acknowl.	Bid Bond/ Bid Total	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	Certificate of Insurance
NAME OF PROPOSER							
APAC Mid-South, Inc 4375 McCoy Drive Pensacola, FL 32503	X	X	X	X	X	X	X
Panhandle Grading & Paving, 2665 Solo Dos Familiaf Pensacola, FL 32534	X	X	X	X	X	X	X
Roads Inc., of NWF 106 Stone Blvd Cantonment, FL 32533	X	X	X	X	X	X	X
PROPOSALS OPENED BY:	 Bob Dennis, MABA, CPPB, Purchasing Specialist      DATE: April 19, 2011						
PROPOSALS TABULATED BY:	Cynthia Smith, Senior Office Support Assistant      DATE: April 19, 2011						
PROPOSALS WITNESSED BY:	Cynthia Smith, Senior Office Support Assistant      DATE: April 19, 2011						

CAR DATE: 5/5/2011    BCC Date: 5/5/2011

The Department of Public Works/ Roads & Bridges recommends to the BCC to award an Indefinite Quantity, Indefinite Delivery Contract for PD 10-11-028 "Various Road Materials Pricing Agreement to: 1). APAC Mid-South, 2). Panhandle Grading & Paving , Inc. 3). Roads, Inc of NWF, for a Total amount of \$1,000,000.00 (One Million Dollars).

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: @ 2:45 p.m., CDT, Tuesday, April 19, 2011

BD/ crs



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-723

County Administrator's Report Item #: 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: Design Services - Escambia County Sheriff's Office Warrington Precinct Building, PD 10-11.027

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Contract Award for PD 10-11.027, Design Services - Escambia County Sheriff's Office Warrington Precinct Building - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract with Allowances for Design Services – Escambia County Sheriff's Office Warrington Precinct Building, PD 10-11.027, to Caldwell Associates Architects, Inc., in the amount of \$136,437, with allowances of \$38,000, for a total of \$174,437.

[Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Project Number, 10SH0663]

**BACKGROUND:**

Request for Letters of Interest, PD 10-11.027, Design Services - Escambia County Sheriff's Office Warrington Precinct Building was advertised Monday, March 14, 2011 in the Pensacola News Journal and noticed to 97 known providers available on PD 02-03.79, Professional Services As Governed by Florida Statute 287.055. Responses were received on Tuesday, March 8, 2011 from 12 firms.

**BUDGETARY IMPACT:**

Funding: Fund 352, LOST III, Cost Center 540115, Object Code 56201, Project Number 10SH0663

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract (Form "G"/Consulting Services, for stand-alone projects) will be used.

**PERSONNEL:**

The Office of Purchasing worked in conjunction with the Escambia County Sheriff's Office and Facilities Management.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Caldwell Associates Architects, Inc. Fee Proposal



**CALDWELL ASSOCIATES ARCHITECTS, INC.**

ARCHITECTURE ♦ PLANNING ♦ INTERIOR DESIGN ♦ DESIGN BUILD

April 19, 2011

Mr. Paul Nobles  
Office of Purchasing  
Escambia County  
PO Box 1591  
Pensacola, FL 32597

RE: Design Services - Escambia County Sheriff's Office  
Warrington Precinct Building  
PD #10-11.027  
CA # M0511

Dear Mr. Nobles:

Attached is our fee proposal for the above referenced project in accordance with our negotiations. We look forward to working with Escambia County and the Sheriffs Office on this project.

If you need anything further from me, please let me know; otherwise we will await a contract and notice to proceed.

Sincerely,

H. Miller Caldwell, Jr.  
Principal

Cc: Accounting  
FC File



Caldwell Associates Architects, Inc.  
116 N. Tarragona Street  
Pensacola, FL 32502  
(850) 432.9500 phone

<b>Basic Services</b>		
Schematic Design	15%	10,917.90
Design Development	20%	14,557.20
Construction Documents	40%	29,114.40
Bidding Negotiations	5%	3,639.30
Construction Administration	20%	14,557.20
	<i>Subtotal</i>	<b>72,786.00</b>
<b>Additional Services (Work not included in Basic Services)</b>		
CRA Reviews		2,114.00
Increased Windstorm <i>(Design-related services)</i>		2,714.00
Site Lighting <i>(Design-related services)</i>		1,556.00
Standby Generator <i>(Design-related services)</i>		2,260.00
Security Systems <i>(Design-related services)</i>		2,260.00
Voice, Data, TV <i>(Design-related services)</i>		7,495.00
Security Cameras <i>(Design-related services)</i>		1,892.00
Audio Visual <i>(Design-related services)</i>		2,288.00
P25 Radio System (Prep) <i>(Design-related services)</i>		979.00
Civil <i>(Design-related services)</i>		18,058.00
Energy Star/Sustainable <i>(Design-related services)</i>		13,660.00
Topographical Survey <i>(Design-related services)</i>		8,375.00
	<i>Subtotal</i>	<b>63,651.00</b>
<b>Allowances*</b>		
Travel/Reproduction Allowance		3,000.00
Additional Service Allowance *		25,000.00
Soils Studies Allowance		10,000.00
	<i>Subtotal</i>	<b>38,000.00</b>
<b>PROPOSED GRAND TOTAL</b>		<b>174,437.00</b>

Note: \* – Allowances may include but may not be limited to the following:

- Travel/Reproduction
- Soils Studies
- Commissioning
- FDOT 660
- ID Sample Board
- Environmental
- Traffic Studies
- Record Drawings
- Others as identified in DMS Add Service List or as agreed to by both parties.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-699

County Administrator's Report Item #: 12. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: Purchase of Two Pickups and Two Suv's for Public Safety, PD 10-11.047

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Purchase of Two Pickup Trucks and Two SUVs for Public Safety - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off of the Florida Sheriff's Association Contract #10-18-0907, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; Exemptions; and Section 46-44, Board Approval, and award Purchase Orders to Allan Jay Ford Lincoln Mercury, Inc., for one Ford F-150 pickup truck and one Ford F-350 pickup truck, with all their specified options, in the amount of \$68,135, and to Garber Chevrolet Buick GMC Truck, Inc., for two Chevrolet Tahoe SUVs, with their specified options, in the amount of \$67,180.

[Funding: Fund 352, LOST III, Cost Center 330228, Object Code 56401, Project Code 08FS0018, \$134,580; Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, \$735]

**BACKGROUND:**

This purchase is for replacement of older vehicles that will be retired from the fleet and placed out for auction. The two Chevrolet Tahoes will replace two 98 Ford Crown Victorias, Property numbers 501974 and 501975. The F-150 truck is to replace a 2000 Ford F 150 pickup truck, property number 502098 and the F350 truck is to replace a 96 Ford F350 brush truck.

**BUDGETARY IMPACT:**

[Funding: Fund 352, LOST III, Cost Center 330228 Object Code 56401, Project Code 08FS0018 \$134,580, Fund 143, Fire Protection, Cost Center 330206, Object Code 55201 \$735]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Escambia County, Fl code of ordinance, 1999 Chapter 46, Article II, Division 3, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-754**

**County Administrator's Report Item #: 12. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Wedgewood Community Center PD 10-11.035

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Contract Award PD 10-11.035, Wedgewood Community Center - Amy Lovoy, Management and Budget Services Department Director

That the Board award the Contract PD 10-11.035, to construct the new Wedgewood Community Center, for the lump sum base bid, with additive alternates 1, 2 and 3, for a total of \$2,260,300, to Hewes and Company, LLC.

[Funding: Fund 351, Lost II, Cost Center 110224, Object Code 56201]

**BACKGROUND:**

The Wedgewood Community Center Bid, PD 10-11.035, was publicly noticed on March 21, 2011. A Pre-Solicitation Conference meeting was held on April 5, 2011. The bids were opened on April 21, 2011. A total of fourteen bids were received two of which were deemed non-responsive.

**BUDGETARY IMPACT:**

[Funding: Fund 351, Cost Center 110224, Object Code 56201]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard form of Contract will be used.

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

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## Attachments

Bid Tabulation

PUBLIC NOTICE OF RECOMMENDED AWARD

**BID TABULATION**  
 DESCRIPTION: Wedgewood Community Center  
 ITR: PD-10-11-035  
 Bid Opening Time: 3:30 p.m. CDT  
 Bid Opening Date: 04/21/2011  
 Opening Location: Rm 11.407

NAME OF BIDDER	Cover Sheet Acknow	Bid Bond or Check	Written Opinion of Atty at Law for A Foreign State	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corp ID	Cert of Authority to do Business in the State of Florida	Acknow of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), Fl Statutes on Entity Crimes	Lump Sum Base Bid	Alternate No. 1	Alternate No. 2	Alternate No. 3	Alternate No. 4
The Green-Simmons Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,300,000	\$32,000	\$229,000	\$6,000	\$70,000
Trammell Construction Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,282,000	\$30,500	\$172,500	\$6,400	\$85,375
R. D. Ward Construction Co., Inc.	Yes	Yes	NA	Yes	Yes	Yes	Yes	Yes	\$2,110,000	\$39,825	\$160,525	\$10,175	\$76,000
Sharpe, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,215,000	\$28,624	\$200,000	\$9,713	\$80,745
Larry Hall Construction, Inc.	Yes	Yes	N/A	No	Yes	No	Yes	No	\$2,369,000	\$34,000	\$268,000	\$6,500	\$69,000
Wescor Corp	Yes	Yes	N/A	No	No	No	Yes	Yes	\$2,330,000	\$25,000	\$182,000	\$6,000	\$75,000
Morette Co	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,349,990	\$22,000	\$170,000	\$5,900	\$76,000
Birkshire Johnstone, LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,185,000	\$32,000	\$154,000	\$6,000	\$71,000
Terhaar & Cronley General Contractors	Yes	Yes	N/A	No	No	No	Yes	No	\$2,365,000	\$24,900	\$178,600	\$9,000	\$74,500
Hewes and Company, LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,054,800	\$23,000	\$176,500	\$6,000	\$73,000
Gathey Construction & Development	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,117,000	\$22,000	\$162,400	\$6,400	\$78,000
DTS South	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,164,339	\$27,500	\$170,000	\$9,800	\$70,000
A.E. New, Jr., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,250,000	\$28,500	\$238,000	\$9,900	\$81,500
Thoraco Enterprises, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$2,508,040	\$14,920	\$80,889	\$13,310	\$78,100

Bids Opened By: Joe F. Pillitary, Jr., Purchasing Coordinator Date: 04/21/2011  
 Bids Witnessed By: Angie Holbrook, SOSA Date: 04/21/2011  
 Bids Tabulated By: Angie Holbrook, SOSA Date: 04/21/2011  
 CAB Date:

The Purchasing Manager/Designer recommends to the BOCC: To award a contract for the lump sum base bid, with additive alternates 1, 2 and 3 for a total of \$2,260,300 pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying of the office of the Purchasing Manager.

Note: Bids received from T. May Contractor, Inc. and Vision Construction Ent., Inc. were deemed Non-Responsive. A "No Bid" was received from Carter's Contracting Services, Inc. Posted: 10:30 a.m. CDT, 04/29/2011





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-730** County Administrator's Report Item #: 12. 13.  
**BCC Regular Meeting** Budget & Finance Consent

**Meeting Date:** 05/05/2011

**Issue:** Change Order to Purchase Order 110421 to Howell's Truck & Giant Tire Service, Inc. for Tires and Repairs to Fire Apparatus

**From:** Mike Weaver

**Organization:** Public Safety

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning a Change Order to Purchase Order 110421 to Howell's Truck & Giant Tire Service, Inc., for Tires and Repairs to Fire Apparatus - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order, which will increase the Purchase Order amount to cover tire purchases/repairs for fire apparatus through the end of the current Fiscal Year:

Department:	Public Safety	
Division:	Fire Services	
Type:	Addition	
Amount:	\$15,000	
Vendor:	Howell's Truck & Giant Tire Service, Inc.	
Project Name:	N/A	
Contract:	N/A	
PO#	110421	
Original Award Amount:		\$30,000
Cumulative Amount of Change Orders thru CO #2		\$34,000
New P.O. Amount		\$64,000

[Funding: Fund 143, Fire Protection Fund, Cost Center 330206, Object Code 54601]

**BACKGROUND:**

This Change Order is to cover tire purchase/repairs needed for fire apparatus through the end of the current Fiscal Year. Due to projected increases in the cost of tires caused by rising oil prices, Fire Services maintenance staff has increased the inventory of tires which can be stored on-site at the repair facility. This not only helps forestall anticipated price increases but also ensures that there is no delay in replacing tires when needed on emergency apparatus.

**BUDGETARY IMPACT:**

Funds for this Change Order are available in Fund 143 "Fire Protection Fund", Cost Center 330206 "Fire Dept Pd", Object Code 54601 "Repair & Maintenance".

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Public Safety Department/Fire Services Division will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-706**

**County Administrator's Report Item #: 12. 14.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Issue a Purchase Order to Alabama & Gulf Coast Railway for Annual Railroad Crossing Maintenance

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

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Issuance of a Purchase Order to Alabama & Gulf Coast Railway, for Annual Railroad Crossing Maintenance - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Alabama & Gulf Coast Railway, for Fiscal Year 2010-2011 (for the period October 1, 2010, to September 30, 2011) Annual Railroad Crossing Maintenance, in the amount of \$51,409.

The Transportation and Traffic Operations Division has an annual requirement to reimburse Alabama & Gulf Coast Railway for 50% of the costs for the annual railroad crossing maintenance. Since the amount is over \$50,000, Board approval is required.

[Funding: Fund 175, Transportation Trust Fund, Account 270201/54601 and Account 110303/54601]

**BACKGROUND:**

The Transportation and Traffic Operations Division has an annual requirement to reimburse Alabama & Gulf Coast Railway for 50% of the costs for the annual railroad crossing maintenance. Since the amount is over \$50,000, Board approval is required.

**BUDGETARY IMPACT:**

Funds for this project are available in Fund 175, Transportation Trust Fund, Account 270201/54601 and Account 110303/54601.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a purchase requisition will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Alabama\_GulfCoast Rec Backup

**A&GC RAILWAY RRXing MAINTENANCE**

<b>FY 2010-2011</b>	<b>RRXing</b>	<b>Class</b>	<b>2004-2005</b>	<b>FY 10/11</b>
	<b>#</b>	<b>Type</b>	<b>Amount</b>	
Andrew Street	66341-Y	1	818.50	\$1,043.00
Archer Road	663233-C	3	1,234.00	\$1,573.00
Bay Springs Road, North CR99	663216-L	3	1,234.00	\$1,573.00
Bay Springs Road, South CR99	663217-T	1	818.50	\$1,043.00
Bobe Street	663261-F	3	1,234.00	\$1,573.00
Booker Street 03/06/03 BCC	663225-K	3	1,234.00	\$1,573.00
Broad Street	662247-K	3	1,234.00	\$1,573.00
Citrus Street	663264-B	1	818.50	\$1,043.00
CR 297A	663227-Y	4	1,549.00	\$1,975.00
CR 97	663223-W	1	818.50	\$1,043.00
Detroit Boulevard	663246-D	3	1,234.00	\$1,573.00
Diamond Dairy Road	663252-G	3	1,234.00	\$1,573.00
Hannah Street	663245-W	1	818.50	\$1,043.00
Herman Street	663346-H	1	818.50	\$1,043.00
Hope Drive	663248-S	1	818.50	\$1,043.00
Jackson Street	663263-U	3	1,234.00	\$1,573.00
Kingsfield Road CR 186	663237-E	3	1,234.00	\$1,573.00
Marcus Point Boulevard (Stumpfield)	663254-V	3	1,234.00	\$1,573.00
Market Street	663340-S	1	818.50	\$1,043.00
Massachusetts Avenue	663258-X	3	1,234.00	\$1,573.00
Meadows Street	663200-P	1	818.50	\$1,380.00
Michigan Avenue	663256-J	3	1,234.00	\$1,573.00
Muscogee Road CR 184 as of 01/12/04	663221-H	3	1,234.00	\$1,573.00
Nine 1/2 Mile Road	663243-H	3	1,234.00	\$1,573.00
Pinestead Road	663253-N	3	1,234.00	\$1,573.00
Pompano Street 04/19/01 BCC	662238-L	3	1,234.00	\$1,573.00
Roberts Road, West	663239-T	1	818.50	\$1,043.00
S Street	663342-F	1	818.50	\$1,043.00
Tate Road	663232-V	3	1,234.00	\$1,573.00
Tate School Road, North	663234-J	3	1,234.00	\$1,573.00
Tate School Road, South	663236-X	3	1,234.00	\$1,573.00
Ten Mile Road	663242-B	3	1,234.00	\$1,573.00
Old Fairfield Drive	663260-Y	1		\$1,043.00
W Street	663266-P	3	1,234.00	\$1,573.00
W Street, Goulding Spur	663372-T	3	1,234.00	\$1,573.00
Webb Street	663228-F	4	1,549.00	\$1,975.00
<b>TOTAL</b>				<b>\$51,409.00</b>





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-715**

**County Administrator's Report Item #: 12. 15.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Issue Purchase Order to Roads, Inc., of NWF on Contract PD 10-11.028, "Various Road Materials Pricing Agreement FY 10-11"

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

**Organization:** Public Works

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Issuance of a Purchase Order to Roads, Inc., of NWF, on Contract PD 10-11.028, Various Road Materials Pricing Agreement Fiscal Year 2010-2011 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Roads, Inc., of NWF, in an amount not-to-exceed \$400,000, on Contract PD 10-11.028, "Various Road Materials Pricing Agreement Fiscal Year 2010-2011", to provide hot mix asphalt to Escambia County, for use in the Hot-In-Place Recycling Program.

[Funding Source: Fund 352, LOST III, Account 210107/56301, Project #08EN0208]

**BACKGROUND:**

This recommendation will allow the Roads Division of the Public Works Department to obtain asphalt from Roads, Inc. of NWF, for use in the Hot-In-Place Recycling Program.

**BUDGETARY IMPACT:**

Funds are available in Fund 352 "LOST III", Account 210107/56301, Project #08EN0208.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon approval of this recommendation, a purchase requisition will be transmitted to the Office of Purchasing for processing.

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**Attachments**

Various Road Materials Pricing Agreement for FY 10-11

**PUBLIC NOTICE OF RECOMMENDED AWARD**

<b>BID TABULATION</b>		<b>DESCRIPTION: Various Road Materials Pricing Agreement</b>					
<b>Bid Opening Time: 3:00 p.m., CDT</b>		<b>ITB# PD 10-11.028</b>					
<b>Opening Date: 4/14/2011</b>							
<b>Opening Location: Rm 11.407</b>							
<b>NAME OF PROPOSER</b>	<b>Cover Sheet/ Acknowl.</b>	<b>Bid Bond/ Bid Total</b>	<b>Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statutes, on Entity Crimes</b>	<b>Drug-Free Workplace Form</b>	<b>Information Sheet for Transactions &amp; Conveyances Corporation ID</b>	<b>Certificate of Authority to do Business in the State of Florida</b>	<b>Certificate of Insurance</b>
APAC Mid-South, Inc 4375 McCoy Drive Pensacola, FL 32503	X	X	X	X	X	X	X
Panhandle Grading & Paving, 2665 Solo Dos Familia Pensacola, FL 32534	X	X	X	X	X	X	X
Roads Inc., of NWF 106 Stone Blvd Cantonment, FL 32533	X	X	X	X	X	X	X
<b>PROPOSALS OPENED BY:</b>	<i>Bob Dennis</i> , MABA, CPPB, Purchasing Specialist <b>DATE: April 15, 2011</b>						
<b>PROPOSALS TABULATED BY:</b>	Cynthia Smith, Senior Office Support Assistant <b>DATE: April 15, 2011</b>						
<b>PROPOSALS WITNESSED BY:</b>	Cynthia Smith, Senior Office Support Assistant <b>DATE: April 15, 2011</b>						

**UNDER REVIEW**

**Various Road Materials Pricing Agreement for FY 10-11  
Specification Number PD 10-11.028**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32501

Date: April 14, 2011

Gentlemen:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Various Road Materials Pricing Agreement" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

Item No.	Description	Quantity Discount	Delivered Price Per Ton	Picked Up Price Per Ton
1	Asphaltic Concrete, SP-12.5, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	No Bid.	\$70.00
2	Same	21 - 100 tons	No Bid	\$70.00
3	Same	101 - 1000 tons	No Bid	\$70.00
4	Same	Over 1000 tons	No Bid	\$70.00
5	Asphaltic Concrete, SP-19.0, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	No Bid	\$110.00
6	Same	21 - 100 tons	No Bid	\$70.00
7	Same	101 - 1000 tons	No Bid	\$70.00
8	Same	Over 1000 tons	No Bid	\$70.00
9	Asphaltic Concrete, SP-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	No Bid	\$70.00
10	Same	21 - 100 tons	No Bid	\$70.00
11	Same	101 - 1000 tons	No Bid	\$70.00
12	Same	Over 1000 tons	No Bid	\$70.00
13	Asphaltic Concrete, FC-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. Standard specification for road and bridge construction	1 - 20 tons	No Bid	No Bid
14	Same	21 - 100 tons	No Bid	No Bid
15	Same	101 - 1000 tons	No Bid	No Bid
16	Same	Over 1000 tons	No Bid	No Bid

	Description	Quantity	Discount	Delivered Price Per Ton	Picked Up Price Per Ton
17	Liquid Asphalt, Tack, shall conform to the latest F.D.O.T. standard specifications for road and bridge construction	gallon		No Bid	\$4.00 per gallon

[ ] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #19 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. Pensacola Plant - 4375 N. Coy Drive, Pensacola, FL 32503

2.

3.

**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 F090000004165

Occupational License No. \_\_\_\_\_

Florida DBPR Contractor's License, Certification and/or Registration No. \_\_\_\_\_

Bidder: APAC Mid-South, Inc.

By: Tunstall B. Perry IV

Signature: [Handwritten Signature]

Title: Vice President

Address: 4375 N. Coy Drive  
Pensacola, Florida 32503

Person to contact concerning this bid:

Tunstall B. Perry IV

Phone/Toll Free/Fax # 850-433-3001 (P)

850-434-8971 (F)

E-Mail Address: tbperry@apac.com

Home Page Address: N/A

Terms of Payment  
(Check one) Net 30 Days  2% 10th Prox

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.

**Various Road Materials Pricing Agreement for FY 10-11**  
**Specification Number PD 10-11.028**

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32501

Date: April 14, 2011

Gentlemen:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Various Road Materials Pricing Agreement" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

Item No.	Description	Quantity Discount	Delivered Price Per Ton	Picked Up Price Per Ton
1	Asphaltic Concrete, SP-12.5, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	\$68.65	\$53.65
2	Same	21 - 100 tons	\$58.65	\$53.65
3	Same	101 - 1000 tons	\$58.65	\$53.65
4	Same	Over 1000 tons	\$58.65	\$53.65
5	Asphaltic Concrete, SP-19.0, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	\$72.50	\$58.65
6	Same	21 - 100 tons	\$63.65	\$58.65
7	Same	101 - 1000 tons	\$63.65	\$58.65
8	Same	Over 1000 tons	\$63.65	\$58.65
9	Asphaltic Concrete, SP-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	\$72.50	\$56.20
10	Same	21 - 100 tons	\$61.70	\$56.20
11	Same	101 - 1000 tons	\$61.70	\$56.20
12	Same	Over 1000 tons	\$61.70	\$56.20
13	Asphaltic Concrete, FC-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. Standard specification for road and bridge construction	1 - 20 tons	\$130.00	\$105.00
14	Same	21 - 100 tons	\$97.00	\$86.90
15	Same	101 - 1000 tons	\$93.00	\$86.90
16	Same	Over 1000 tons	\$93.00	\$86.90

	Description	Quantity Discount	Delivered Price Per Ton	Picked Up Price Per Ton
17	Liquid Asphalt. Tack, shall conform to the latest F.D.O.T. standard specifications for road and bridge construction	gallon	\$ 4.20	\$ 3.20

[ ] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #19 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

- 55 East Quintette Road - Cantonment, Florida
- 6108 Wastle Road - Milton, Florida
- 

**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 607410

Occupational License No. 127561

Florida DBPR Contractor's License, Certification and/or  
 Registration No. RG0022180

Bidder: Panhandle Grading & Paving, Inc.

By: Donald Long

Signature: 

Title: Vice President

Address: 2665 Solo Dos Familiaf  
Pensacola, FL 32534

Person to contact concerning this bid:  
Stevan Hite

Phone/Toll Free/Fax # Ph#: 478-5250

Toll Free#: N/A Fax#: 479-5901

E-Mail Address: stevanhite@panhandlepaving.com

Home Page Address: www.panhandlepaving.com

Terms of Payment  
 (Check one) Net 30 Days x 2% 10th Prox \_\_\_\_\_

Attached to bid you shall find a bid bond cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.

**Various Road Materials Pricing Agreement for FY 10-11**  
**Specification Number FD 10-11.028**

Board of County Commissioners  
 Escambia County, Florida  
 Pensacola, Florida 32501

Date: 04-14-11

Gentlemen:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for "Various Road Materials Pricing Agreement" as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following price:

Item No.	Description	Quantity Discount	Delivered Price Per Ton	Picked Up Price Per Ton
1	Asphaltic Concrete, SP-12.5, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	56.40	48.40
2	Same	21 - 100 tons	54.70	47.00
3	Same	101 - 1000 tons	54.00	47.00
4	Same	Over 1000 tons	53.00	46.00
5	Asphaltic Concrete, SP-19.0, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	59.00	51.00
6	Same	21 - 100 tons	59.00	51.00
7	Same	101 - 1000 tons	59.00	51.00
8	Same	Over 1000 tons	59.00	51.00
9	Asphaltic Concrete, SP-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. standard specification for road and bridge construction	1 - 20 tons	58.40	50.40
10	Same	21 - 100 tons	58.40	50.40
11	Same	101 - 1000 tons	58.40	50.40
12	Same	Over 1000 tons	56.00	49.00
13	Asphaltic Concrete, FC-9.5, sand asphalt-hot mix, shall conform to the latest F.D.O.T. Standard specification for road and bridge construction	1 - 20 tons	80.50	74.50
14	Same	21 - 100 tons	80.50	74.50
15	Same	101 - 1000 tons	80.50	74.50
16	Same	Over 1000 tons	78.50	72.50



	Description	Quantity	Discount	Delivered Price Per Ton GALLON	Picked Up Price Per Ton Gallon
17	Liquid Asphalt, Tack, shall conform to the latest F.D.O.T. standard specifications for road and bridge construction	gallon		5.50	4.50

[ ] Offer for Escambia County, Florida only (Special Terms & Conditions, Contract Item #19 Purchasing Agreements with other Government Agencies)

Material pickup site(s) available

1. Cantonment, FL Plant

2.

3.

**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 P99000085237

Occupational License No. 146030

Florida DBPR Contractor's License, Certification and/or  
Registration No. CGC 056968

Bidder: Roads Inc of NWF

By: Cody Rawson

Signature: \_\_\_\_\_

Title: President

Address: 106 Stone Blvd.  
Cantonment, FL 32533

Person to contact concerning this bid:

Craig Helms

Phone/Toll Free/Fax # 850-968-0991

FX 850-968-0996

E-Mail Address: chelms@roadsinc.com

Home Page Address: roadsinc.com

Terms of Payment  
(Check one) Net 30 Days X 2% 10th Prox \_\_\_\_\_

Attached to bid you shall find a bid bond cashier's check or certified check (circle one that applies) in the amount of \$1,000.00.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-716**

**County Administrator's Report Item #: 12. 16.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Property, Boiler & Machinery, Crime & Accidental Death and Dismemberment Insurance (PD 06-07.096)

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment Insurance (PD 06-07.096) - Amy Lovoy, Management and Budget Services Department Director

That the Board approve the renewal of PD 06-07.096, to First Florida Insurance Brokers to provide Property, Boiler and Machinery, Crime & Accidental Death and Dismemberment Insurance, not to exceed the amount of \$1,621,322, for the period of June 1, 2011, through June 1, 2012.

[Funding: Fund 501 (Internal Service), Cost Center 140835, Object Code 54501]

**BACKGROUND:**

The Boiler & Machinery, Commercial Crime and Accidental Death and Dismemberment coverage renewed separately on 1/1/11. This current renewal is for 12 months and includes the property coverage only. The premium represents an 11.23% decrease from last year. The loss limit is \$90,000,000, the same as expiring, with no significant changes in coverage.

**BUDGETARY IMPACT:**

Funds are available in Cost Center 140835, Object Code 54501.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation does not require legal sign off.

**PERSONNEL:**

Risk Management will be the Contractor Administrator. No additional personnel will be required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

**IMPLEMENTATION/COORDINATION:**

Upon approval by the Board of County Commissioners, a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

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**Attachments**

Property Renewal 2011

	<b>Expiring</b> June 1, 2010 – June 1, 2011 \$90,000,000 Loss Limit	<b>Renewal Option 1</b> June 1, 2011 – June 1, 2012 \$90,000,000 Loss Limit	<b>Renewal Option 2</b> June 1, 2011 – June 1, 2012 \$70,000,000 Loss Limit	<b>Renewal Option 3</b> June 1, 2011 – June 1, 2012 \$50,000,000 Loss Limit
Excess Property Program Term Premium	\$1,776,254	\$1,578,485	\$1,494,730	\$1,375,872
Florida Hurricane Catastrophe Fund Fee [1.3%]	\$17,763	\$20,520	\$19,432	\$17,887
Citizens Emergency Management Fee [1.4%]	\$24,868	\$22,099	\$20,926	\$19,262
Emergency Management Preparedness Assessment Fee [\$4.00 per policy]	\$52	\$68	\$52	\$40
Policy Fees	\$1,180	\$150	\$150	\$150
<b>TOTAL INCEPTION PREMIUM</b>	<b>\$1,820,117</b>	<b>\$1,621,322</b>	<b>\$1,535,290</b>	<b>\$1,413,211</b>
Mid-Term Locations Added During 2010-2011 Term	\$6,315	Not Applicable	Not Applicable	Not Applicable
<b>TOTAL PROGRAM PREMIUM</b>	<b>\$1,826,432</b>	<b>\$1,621,322</b>	<b>\$1,535,290</b>	<b>\$1,413,211</b>
<i>difference</i>		(\$205,110) (11.23%)	(\$291,142) (15.94%)	(\$413,221) (22.62%)

**NOTE:**

ABOVE PROPERTY PROGRAM/PREMIUM QUOTATION SUBJECT TO CHANGE, RE-RATE AND/OR CARRIER WITHDRAWAL IN THE EVENT OF A CATASTROPHIC LOSS OCCURRING PRIOR TO JUNE 1, 2011 AND/OR BINDING OF PROGRAM.

THIS DOCUMENT PROVIDES AN OUTLINE OF PROPOSED INSURANCE COVERAGE AND IS NOT ALL ENCOMPASSING, BEING LIMITED TO PROGRAM HIGHLIGHTS ONLY. RESPECTIVE CARRIER POLICY FORMS ARE ENCLOSED FOR YOUR REVIEW AND FULL UNDERSTANDING OF ALL PROGRAM TERMS, CONDITIONS, DEDUCTIBLES, SUBLIMITS AND EXCLUSIONS.

SUMMARY OF PROPERTY VALUES  
STATEMENT OF VALUES  
JUNE 1, 2011 TO JUNE 1, 2012

Real Property/ Building Values	Personal Property/ Contents Values	Other Values	Business Income	EDP Equipment Limit	Total Insured Values
\$412,447,034	\$69,456,882	\$37,696,709	\$3,568,950	\$3,124,129	\$526,293,705

The above Total Insured Values [TIV] summary reflect Statement of Values [SOV] provided by Escambia County Risk Management which includes multiple locations added and/or amended during the expiring term. Per Escambia County Risk Management request, renewal values are per expiring and do not represent inflation percentage value increase for the renewal term effective June 1, 2011. A complete copy of provided SOV is enclosed for County review and records. SOV schedule will become warranted as part of property insurance policy.

ANY VALUE INCREASES IN ADDITION TO ABOVE TIV, WILL BE SUBJECT TO PREMIUM ADJUSTMENT BY ALL CARRIERS.

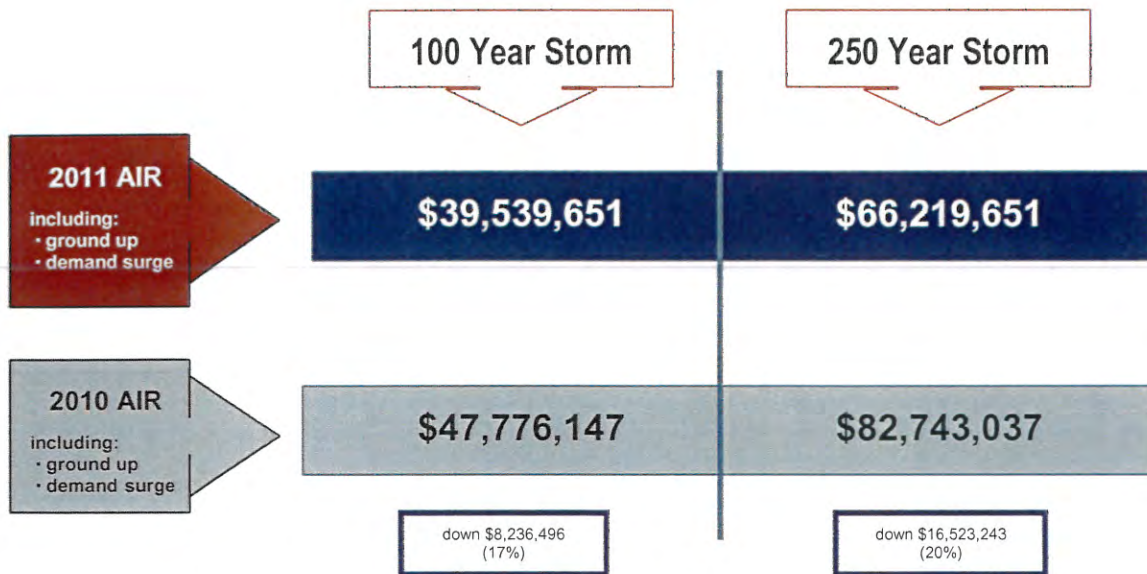
SIGNED LOCATION SCHEDULE/STATEMENT OF VALUES DUE PRIOR TO BINDING

Approved and Accepted By

Michael Watts, Risk Manager  
ESCAMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature – Date Signed

PML - ECBOCC



**PROBABLE MAXIMUM LOSS [PML]** is the anticipated value of the largest loss that could result from the destruction and the loss of use of property, with the normal functioning of passive protective features. This number is usually smaller than the maximum foreseeable loss.

Underwriting decisions would typically be influenced by PML evaluations, and the amount of reinsurance ceded on a risk would normally be predicated on the PML valuation.

*For the FY12 analysis, the AIR modeling system analyzed the Escambia County BOCC exposure set to determine potential loss estimates from Tropical Cyclone, Storm Surge, and Severe Storm.*

**Definitions**

**Tropical Cyclone:** A storm system characterized by a large low-pressure center and numerous thunderstorms that produce strong winds and heavy rain

**Storm Surge:** A storm surge is an onshore rush of water associated with a low pressure weather system, typically a tropical cyclone. Storm surge is caused primarily by high winds pushing on the ocean's surface. The wind causes the water to pile up higher than the ordinary sea level. Storm surges are particularly damaging when they occur at the time of high tide, combining the effects of the surge and the tide.

**Severe Storm:** Any destructive storm, but usually applied to severe local storms in particular, that is, intense thunderstorms, hailstorms, and tornadoes.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-687

County Administrator's Report Item #: 12. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: Workers' Compensation Audit Additional Premium

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Workers' Compensation Audit Additional Premium - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning an additional premium required as a result of the Workers' Compensation Audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of \$96,480, for the additional premium for audit period October 1, 2009, through September 30, 2010; and

B. Authorize the issuance of a Purchase Order, in the amount of \$96,480.

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

**BACKGROUND:**

The differences occurred in the actual payroll attributable to each class. As each class code has different rates, this caused the additional premium. In an effort to assist the County from a budgeting standpoint, our broker, First Florida Insurance Brokers, negotiated the NCCI published experience modification of 1.30. This negotiation adjusted the current term projected premium with a credit in the amount of \$68,745, which was received on January 13, 2011. Therefore, there was a net increase in premium of only \$27,735.

**BUDGETARY IMPACT:**

Funds are budgeted in Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

**IMPLEMENTATION/COORDINATION:**

The audit was performed by L&L Auditing Services and reviewed by First Florida Insurance Brokers. Payroll information was provided by the Clerk's Office.

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**Attachments**

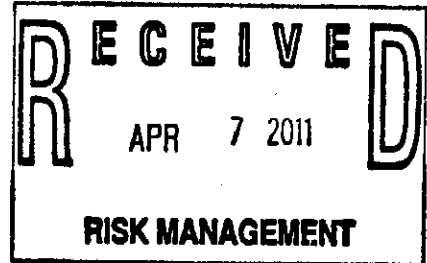
WC Audit Premium





**MEMORANDUM**

**Date:** April 7, 2011  
**TO:** Michael Watts, Risk Manager  
**From:** Maggie Boykin, ARM-P MB  
Team Leader, Senior Account Manager  
**RE:** EC – GCWC 3/21/10 Inquiry



Referencing above subject matter and yours and Barbara's phone conversation of March 21, 2010; Barbara was able to review the final audit/current program processes. At this time, attached is our memorandum which reconciles the audit and provides information surrounding the process that allowed for an unprecedented mid-term desk audit to adjust payrolls for the current term. As previously discussed, and as confirmed by the attached, the additional premium is \$96,480 – due payable to FMIT.

In our efforts to assist the county from a budgeting standpoint we negotiated the NCCI published experience mod of 1.30, therein adjusting the current term projected premium with a credit in the amount of \$68,745; copy of original reconciliation and check was sent to your attention in January.

Please note that the attached document has been provided for your convenience and assistance for internal County remittance processes. If after your review you should have any additional questions on this, or any insurance related matter, please do not hesitate to give us a call. We have also enclosed the audit invoice which is payable direct to FMIT.

As always, it's a pleasure to be of service and we thank you for your continued confidence.

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
10/01/09 to 10/01/10 WORKERS' COMPENSATION AUDIT INFORMATION**

- SIR Program 01/01/08 – 01/01/09 → Cancelled and Re-written with FMIT Guaranteed Cost Program effective 06/09/08 [SIR Program was non-auditable and payrolls carried over to the FMIT Guaranteed Cost Program]
- FMIT Guaranteed Cost Short-term Program: 06/09/08 – 10/01/08
- FMIT Guaranteed Cost Annual Program: 10/01/08 – 10/01/09 [payrolls carried over from short-term Guaranteed Cost Program]
- FMIT Guaranteed Cost Annual Program: 10/01/09 – 10/01/10 [due to budget; payrolls were per expiring 08-09 program]
- During 10/01/08 – 10/01/09 audit, which was finalized in February 2010, the audit showed a reduction in total payroll; however, differences occurred in actual payroll attributable to each class code. As each class code has different rates, this redistribution of payroll resulted in the additional premium of \$102,594.
- At time of 10/01/08 – 10/01/09 audit, the County's 2009-2010 Guaranteed Cost Workers' Compensation was mid-way through policy period and the payrolls were not adjusted mid-term
- FFIB worked with FMIT to allow an unprecedented mid-term desk audit post the June 30, 2010 quarter to right the payrolls for the upcoming 10/01/10 – 10/01/11 policy period

**BELOW TABLE SHOWS THE PAYROLLS AND CORRESPONDING AUDITS  
FOR EACH POLICY PERIOD**

Class Code	Description	FY10	FY10	FY11
		SUBMITTED PAYROLL 10/01/09 – 10/01/10	AUDITED PAYROLL 10/01/09 – 10/01/10	DECLARED PAYROLL 10/01/10 – 10/01/11
3365	Welder or Cutting NOC & Drivers	\$29,274	\$0	\$0
5183	Plumbing NOC & Drivers	\$55,608	\$0	\$0
5190	Electric Wiring with Buildings & Drivers	\$290,165	\$168,280	\$168,280
5191	Office Machine or Appliance Installation	\$125,576	\$38,711	\$38,711
5403	Carpentry NOC	\$147,149	\$0	\$0
5509	Street or Road Maintenance	\$4,147,050	\$4,333,113	\$4,333,113
6217	Excavation and Drivers	\$601,538	\$522,129	\$522,129
6836	Marina and Drivers	\$69,151	\$0	\$0
7370	Taxicab Co.: All Other Employees & Drivers	\$3,945,433	\$0	\$0
7520	Waterworks Operation & Drivers	\$41,862	\$0	\$0
7704	Firefighters & Drivers	\$2,664,978	\$4,238,988	\$4,238,988
7705	EMT Paramedics	\$0	\$3,994,116	\$3,994,116
7720	Police Officers & Drivers	\$3,991,372	\$3,528,589	\$3,528,589
8380	Automobile Service or Repair & Drivers	\$2,061,640	\$958,237	\$958,237
8601	Architect or Engineer – Consulting	\$810,272	\$995,691	\$995,691
8720	Inspection of Risks for Insurance or Valuation	\$289,768	\$230,719	\$230,719
8721	Real Estate Appraisal Company – Outside Employees	\$1,887,315	\$0	\$0
8742	Salespersons, Collectors or Messengers – Outside	\$742,231	\$333,956	\$333,956
8810	Clerical	\$32,629,227	\$30,404,396	\$30,404,396
8820	Attorney – All Employees	\$1,087,311	\$651,697	\$651,697
8831	Hospital – Veterinary & Drivers	\$670,437	\$584,309	\$584,309
9015	Buildings – Operation by Owner or Lessee or Real Estate Management Firm	\$441,430	\$2,017,961	\$2,017,961
9102	Park NOC – All Employees & Drivers	\$373,268	\$718,329	\$718,329
9402	Street Cleaning & Drivers	\$269,872	\$285,560	\$285,560
9403	Garbage, Ashes or Refuse Collection & Drivers	\$14,094	\$531,957	\$531,957
9410	Municipal, Township, County or State Employees	\$2,588,496	\$3,137,113	\$3,137,113
<b>TOTAL PAYROLL:</b>		<b>\$59,974,517</b>	<b>\$58,768,438</b>	<b>\$57,673,851</b>

<b>Payroll Adjustment</b>
<b>Premium Adjustment</b>

(\$3,209,097)
+\$96,480

**Florida Municipal Insurance Trust (FMIT)**

**Final Audit Billing - 09/10 Fund Year**

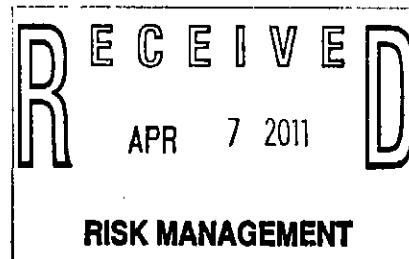
02/04/2011

FMIT #0869

**ATTN: Mr. Michael Watts**  
**Escambia County Board of County Commissioners**  
**P.O. Box 1591**  
**Pensacola, FL 32591-1591**

**Please make checks payable to:**  
**Florida Municipal Insurance Trust**  
**P.O. Box 1757**  
**Tallahassee, FL 32302-1757**

	<b>General Liability</b>	<b>Automobile</b>	<b>Property</b>	<b>Workers' Compensation(1)</b>	<b>Total</b>
<b>Audited Normal Premium</b>	\$0.00	\$0.00	\$0.00	\$1,250,398.00	\$1,250,398.00
<b>Participation Credit</b>	\$0.00	\$0.00	\$0.00	\$(157,079.00)	\$(157,079.00)
<b>Audited Net Premium</b>	\$0.00	\$0.00	\$0.00	\$1,093,319.00	\$1,093,319.00
<b>Amount Received</b>				-	\$996,839.00
<b>Total Due by 3/4/2011</b>					<b>\$96,480.00</b>



**\*\* Please forward the total due before March 4, 2011 to avoid penalty. \*\***

Note: If the total due reflects a return premium, a check will be mailed to you within thirty days.

\* Please see attached Auto Worksheet Schedule for details.



**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**AI-746**

**County Administrator's Report Item #: 12. 18.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Participation Agreement between BA Merchant Services LLC and Bank of America, N.A and Escambia County by and on behalf of Community Corrections

**From:** Gordon Pike

**Organization:** Corrections

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Participation Agreement between BA Merchant Services, LLC, and Bank of America, N.A., and Escambia County by and on Behalf of Community Corrections, a Division of the Corrections Department - Gordon C. Pike, Corrections Department Director

That the Board take the following action concerning the Participation Agreement between BA Merchant Services, LLC, an Ohio limited liability corporation and Bank of America, N.A., (hereinafter referred to collectively as "Contractor") and Escambia County, a political subdivision of the State of Florida, by and behalf of its Community Corrections, a Division of the Corrections Department, (hereinafter referred to as "County") to enable Community Corrections, a Division of the Corrections Department, to accept Visa, MasterCard, and debit card payments from its customers. A minimal monthly transaction fee, based upon volume of customer usage, is available in Cost Center 290301, Misdemeanor Probation.

A. Approve the Agreement to establish the mechanism for electronic payments to Community Corrections for all fees charged by that Division; and

B. Authorize the Chairman to sign the Agreement.

**BACKGROUND:**

To keep up with standard business practices, and in an effort to increase revenue for cost of supervision payments, it is prudent for Community Corrections to offer its customers the common convenience of accepting electronic (Visa/MasterCard/Debit) payments for services. Current practice allows only money orders for payment. Offering this alternate method of payment will make it easier for our customers to pay cost of supervision and other fees.

**BUDGETARY IMPACT:**

The cost to provide this payment option is available in cost center 290301, Misdemeanor Probation.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, approved the agreement as to form and legal sufficiency.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board requires that agreements be approved by it prior to implementation.

**IMPLEMENTATION/COORDINATION:**

Melissa Gordon, Bureau Chief Aide and Sue H. Mayo, Accounting Technichian, coordinated with the County Attorney's Office and Bank of America. Procedures were followed in keeping with requirements of the Clerk's Finance Office.

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**Attachments**

Participation Agreement

BOA Application

**PARTICIPATION AGREEMENT BETWEEN  
BA MERCHANT SERVICES AND BANK OF AMERICA, N.A. AND  
ESCAMBIA COUNTY, FLORIDA, COMMUNITY CORRECTIONS**

This Participation Agreement is entered into between BA Merchant Services LLC, an Ohio limited liability corporation and Bank of America, N.A. (hereinafter referred to collectively as "Contractor") and Escambia County, Florida, a political subdivision of the State of Florida, by and on behalf of its Community Corrections Department (hereinafter referred to as "County").

**I. PARTICIPATION TERMS AND CONDITIONS**

- A. By signing this Participation Agreement, the County and the Contractor agree to be bound by the terms of the Merchant Processing Application and Agreement, which incorporates by reference the terms of the Merchant Services Program Guide [Version BAMS1210(ia)] (referred to collectively as the "Contract"), as modified herein.
- B. The "Card General Terms" as provided in the Merchant Services Program Guide are modified as provided in Section IV below. In the event of any conflict between the Contract and the Participation Agreement, the Participation Agreement shall take precedence.
- C. The County will retain copies of Sales Slips, Credit Slips and other related documents for no less than three (3) years from the transaction date.

**II. FEES TO BE PAID TO THE CONTRACTOR**

- A. The County agrees to pay the Contractor a discount rate or transaction fee based on the fee schedule in the Contract.
- B. Such fees will be debited monthly from the County's Deposit Account or billed to the County via an invoice process.

**III. EFFECTIVE DATE AND TERMINATION**

- A. This Participation Agreement will become effective on the date it is signed by both parties.
- B. This Participation Agreement remains in full force and effect until terminated as provided in this section or until the Contract is terminated.
- C. Either party may terminate this Participation Agreement at any time by giving the other thirty (30) days prior written notice.
- D. In the event of non-payment of an invoice for forty-five (45) days or more, Contractor may

cease processing after fifteen (15) days prior written notice to Participant.

E. 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.

#### IV. MERCHANT SERVICES TERMS AND CONDITIONS

A. Section 26.1 of the Program Guide is hereby removed and replaced in its entirety with the following:

**26.1.** To the extent permitted by law, you agree to indemnify and hold harmless from and against all losses, liabilities, damages and expenses: (a) resulting from any breach of any warranty, covenant, or agreement or any misrepresentation by you and under this agreement; (b) arising out of your or your employees' or your agents' negligence or willful misconduct, in connection with card transactions or otherwise arising from your provision of goods and services to cardholders; (c) arising out of your use of the services; (d) arising out of any third party indemnifications we are obligated to make as a result of your actions (including any indemnification of and card organization or issuer).

B. Section 34.1 of the Program Guide is hereby removed and replaced in its entirety with the following:

**34.1. Choice of Law.** Our agreement shall be governed by and construed in accordance with the laws of the State of Florida.

C. Section 34.2 of the Program Guide is hereby removed and replaced in its entirety with the following:

**34.2. Venue.** The exclusive venue for any actions or claims arising under or related to this agreement shall be in the courts of the State of Florida and the United States for the Northern District of Florida.

#### V. NOTICES

A. Any notice required or permitted to be given under this Participation Agreement by one party to the other shall be in writing and shall be given and deemed to have been given if hand-delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone with an original mailed or hand-delivered thereafter, or mailed by certified or registered mail with postage prepaid to the party or their successor at the address specified as follows:

The County: Escambia County Community Corrections  
Attention: Charles R. "Randy" Oliver, CPA PE, County Administrator  
P.O. Box 1591  
Pensacola, Florida 32591

The Contractor: BA Merchant Services, LLC  
1231 Durrett Lane Louisville, Kentucky 40213  
Attention: Contract Management  
Facsimile Number: (502) 315-2271

- B. All such notices shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been delivered by hand, the document transmission summary generated by the telephonic facsimile transmission equipment, or the acknowledgment of receipt returned to sender by the United States Post Office, if such receipt is requested.
- C. The absence of the forms of documentary evidence of date of delivery, however, shall not be interpreted as invalidating the form of notice utilized.
- D. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten business days prior written notice thereof.

## **VI. MISCELLANEOUS PROVISIONS**

- A. This Participation Agreement, incorporating the terms of the Contract and the Program Guide as modified herein, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.
- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the parties.
- C. This Participation Agreement is binding on the parties and their successors and assigns.



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 April, 2011, and Bank of America, NA, signing by and through its Assistant Vice President, duly authorized to execute same.

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ACA  
Date: 4/26/11

\_\_\_\_\_  
Kevin W. White, Chairman

BCC Approved: \_\_\_\_\_

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

CONTRACTOR:  
Bank of America, N.A.

\_\_\_\_\_  
By: Sherrica Parker, Assistant Vice President

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Bank Code: Merchant ID: Buypass Merchant #: Merchant Services

DBA NAME Community Corrections (24 characters)

Area #: Group #: Service By Region: District Code: ISR Rep ID: SIC #

CARD BANKING INFORMATION

First/Last Contact Name: MANAGER Phone #: (800) 432-1000

ABA #: 063100277 DDA #: 898033991288

ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DDA. MUST INCLUDE BANK NAME & ADDRESS.

CHECKLIST INFORMATION

Regional Office Received Date: MCC: Merchant Type: 1000 RELM: BAMS

Pricing Grid # Special Pricing Model Association Grid Linkback # NRPT: NCPT: Sales Support ID: CHHU Office Admin.: SHELIA MEADE Card Rep. # BRGS TeleCheck Rep. #

Print Sales Rep. Name: SHERRICA PARKER Initial: Sales Lead Tracking #: HIERARCHY: Bank: 313980001884 Agent: 313970002884

CLIENT VISITATION

- Visit Not Required (Lic. Professional) 1. Zone: Business District Industrial Residential 2. Location: Mall Shopping Area Isolated Office Apartment Home 3. Seasonal: No Yes, Mos. in Operation: Mos. Open Between to 4. External Facility Description (# of Levels/Floors): 1 2-4 5-10 11 plus 5. Merchant Occupies: Ground Floor Other: 6. Remaining Floor(s) Occupied by: Residential Commercial Combination 7. Advertising Name Displayed: Window Door Store Front 8. Approx. Square Footage: 0-250 251-500 501-2,000 2,001+ 9. # of Registers: 10. Return Policy: Full Refund Exchge Only None 11. Do you have a refund policy for your MC/Visa/Discover Network/American Express sales? Yes No If yes, Check one: Exchange Store Credit Refund Cardholder If MC/Visa/Discover Network/American Express Credit, within how many days do you submit credit transactions? 0-3 4-7 8-14 Over 14 days 12. Proper License Visible (Liquor, Tax ID, etc.): Yes No, explain: 13. Your Previous Processor: 14. Your Previous Merchant #: 15. Check Reason for Changing: Rate Service Terminated Other: 16. Do You Have Previous Processor MC/Visa/Discover Network/American Express Statements? Yes No 17. Are customers required to leave a deposit? Yes No If Yes, % of deposit required: % Time Frame for Delivery: Days

Comments to Credit Officer/Other Depository/Primary Savings Account Number and Additional Information (40 Characters):

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: (check one) 01 = Outlet 02 = Stmt to Bill To/No Recap 07 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt 09 = Bill to Address/Stmt and Recap 10 = Recap to Bill To/Stmt to Outlet Statement Type: (check one) Detail Summary Statement Delivery Method: (check one) E-Mail Online Print and Mail

Head Office/Bill To Name: First/Last Contact Name: Address: City: State: Zip: Phone #:

ON YOUR BUSINESS ACCOUNT (check one) CHECKING STATEMENT ROLLUP: 0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

CARD PROCESSING INFORMATION BAMS1305(ia)

1. Processing mode: EDC Paper Voice Tape ECR Paper Terminal 2. Funding will be processed DAILY via: ACH Bankwire 3. Bank will fund: Outlet Head Office 4. # of Plates: Long Short 5. Fire Safety Act: Yes No 6. Ship Equip. & Welcome Packet to (check one): Outlet Head Office Other, give mailing information below No Welcome Packet & Supplies No Welcome Packet

Name: First/Last Contact Name: Address: City: State: Zip:

7. Debit Bill Payment Transaction Type: Internet VRU Recurring Call Center Sponsoring Debit Network: NYCE Pulse Star 8. Additional Terminal Features: (Check all that apply to ensure timely terminal programming)

- Auto Settle Time (military) hh ET Bar Tab Clerk/Server Entry Debit Cash Back Delayed Ship Date: Dial Prefix: Dial 9 Other: Dial Suffix: E-Commerce If IP (List Current Provider) QSR-CR/SMT (Convenience/Small Ticket) QSR Print Option Invoice Number Multi-Trans (PC/Register/Software only) No Server/ Ticket ID Remove Room # Prompt Remove Ticket # Prompt Retail Gas Retail With Tip Ship Method (Overnight) Tip % Option Verify Amount Prompt Partial Approval Purchase w/ Balance Return Standalone Balance Inquiry Amex Prepaid Program Preference (Choose One) Partial Auth Balance Back Other PINPad: DES Encryption DUKPT Access Code # Terminal Features: (cont'd) Key Disable or Password Protect Credits Voids Forces Reviews Bal/Settle Auth Only Reports Tip Adjustment

Comments: (NOTE: Completing the Comments field will result in a 48 hour terminal programming delay)

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 5)**

**COMPLETE SECTIONS (1-12)**

Merchant #: \_\_\_\_\_

TeleCheck Subscriber #: \_\_\_\_\_ Add'l TeleCheck Product Subscriber #: \_\_\_\_\_ Loc. \_\_\_\_\_ of \_\_\_\_\_

BAMS1308 (1) TELL US ABOUT YOUR BUSINESS BAMS1308(ia)

Client (Your Business LEGAL Name): **Escambia County Community Corrections** Store #: \_\_\_\_\_

Same as Legal Name **or** Provide DBA/Outlet Name: \_\_\_\_\_ First/Last Contact Name: **Sue Mayo**

(No P.O. Box) Address: **2251 North Palafox Street** Suite #: \_\_\_\_\_ City: **Pensacola** State: **FL** Zip Code: **32514**

Your Business Phone: **(850) 595-3115**  Same as Business Phone **or** Merchant's Customer Service Phone: \_\_\_\_\_

Your Fax Phone: **(850) 595-4064** Select One for Retrieval Requests:  (02) Dedicated 24 Hour Fax  (03) No fax; mail  (05) eIDs

Your E-Mail Address (Required for IP or TeleCheck): **sue\_mayo@co.escambia.fl.us** Your Customer Service E-Mail Address: **sue\_mayo@co.escambia.fl.us**

Website Address: **http://www.myescambia.com/Bureaus/Corrections/CommunityCorrections.html**

**(2) MC/VISA/DISCOVER® NETWORK/AMERICAN EXPRESS® ONEPOINT**

Your Total Cash and Credit Sales (For All Outlets)	\$ <u>646</u> ,000	Estimated MC/Visa Average Ticket/Sales Amount:	\$ <u>75.00</u>
Total Annual MC/Visa Volume: (For All Outlets)	\$ <u>40</u> ,000	Estimated Discover Network Average Ticket for this Outlet:	\$ <u>75.00</u>
Total Annual Discover Network Volume: (For All Outlets)	\$ <u>10</u> ,000	Estimated American Express Average Ticket for this Outlet:	\$ _____
Total Annual American Express Volume: (For All Outlets)	\$ _____,000	Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only)	\$ _____,000
		Est. Discover Network Annual Sales Vol. for this Outlet: (For Multiple Outlets Only)	\$ _____,000
		Est. American Express Annual Sales Vol. for this Outlet: (For Multiple Outlets Only)	\$ _____,000

**(3) TELECHECK PRODUCTS AND SERVICES**

- ECA® Warranty  ECA Verification  LockBox Warranty  LockBox Verification  Check Cashing Warranty  Check Cashing Verification  Other: \_\_\_\_\_  
 Paper Warranty  Paper Verification  COD Warranty  Mail Order Warranty Existing Subscriber No.: \_\_\_\_\_

**(4) ENTITLEMENTS**

- MC/Visa  Discover Network Full Processing (Discover Network systems and rules also process and govern JCB transactions. Elect JCB if a desired Card type.)  
 Global ePricing (for eCommerce merchants only)  
 Voyager Fleet Annual Voyager Vol.: \$ \_\_\_\_\_ Participation in Voyager Tax Exempt Program:  Yes  No (if yes, additional request form required)  
 WEX Full Acquiring Annual WEX Volume: \$ \_\_\_\_\_  WEX (Non-Full Svc)  MC Fleet  
 Non-Lic. JCB (EDC) \_\_\_\_\_ (Existing Account #) **or**  JCB License 2 8 0 9 0 0 9 9 0 1  
 American Express OnePoint/Full Service (EDC)  American Express ESA/Pass Through: \_\_\_\_\_ **or**  Existing SE # \_\_\_\_\_  
 Amer. Exp. Cap # \_\_\_\_\_ Franchise Name: \_\_\_\_\_  
 Check one for ESA/Pass Through:  Split Dial  Single Settle  EDC  PIP  Reverse PIP  
 Debit Package 7 7 7 3 6 2 0 5  EBT FNS # (XREF): \_\_\_\_\_  \*Gift Card  \*Loyalty Solutions \*A separate Setup Form is required.

**(5) PROVIDE MORE BUSINESS DATA**

State Incorpor. \_\_\_\_\_ Month/Yr. Started: \_\_\_\_\_  Sole Ownership  Partnership  Non Profit/Tax Exempt  Public Corp.  Private Corp.  L.L.C.  Gov't  
 Check one: TIN Type:  EIN (Fed Tax ID #)  SSN **D&B #:** \_\_\_\_\_ **No. of Employees:** \_\_\_\_\_

**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.3 of your Program Guide for further information.)  
 Name (as it appears on your income tax return) **Escambia County Board of County Commissioners**  Federal Tax ID#: **85-8013888011C-3** (as it appears on your income tax return)  I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe 100 % + Keyed Manually \_\_\_\_\_ % = **100%** Product/Services You Sell: **Court Ordered Probation Supervision**

POS Card Present (MAG Swipe and/or Manual Imprint) 100 % + Mail Order/Direct Marketing \_\_\_\_\_ % + Phone Order \_\_\_\_\_ % + Internet \_\_\_\_\_ % = **100%**

Do you use any third party to store, process or transmit cardholder data?  Yes  No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)  
 If yes, give name/address: \_\_\_\_\_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

Client Initials mg  
**SIGN HERE**

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 5)**

DBA Name: **Community Corrections**

Loc. \_\_\_\_\_ of \_\_\_\_\_

**(6) DESCRIBE EQUIPMENT DETAILS** BAMS1308 BAMS1308A(ia)

Network:  (206) CARDnet®  ( ) Nashville  ( ) Buypass  Other Specify Security Code: ( )

Rental • Purchase Cust.-Owned • Lease Installation Purchase (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
R P C L I	1	<input type="checkbox"/>	terminal	<input checked="" type="checkbox"/> Re MOTO/I L S C QSR P	fd50	\$	
R P C L I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
R P C L I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	

The Installation Purchase plan is a 3 month option only.

**NOTE: Any Special Instructions must be included on About Merchant's Business Page.**

**Installation/Training:**

- MAG/MIG to Train  Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)  
 No Merchant Training  Installer / In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: **Sue Mayo** Contact Phone #: **(850) 595-3115** Best Time To Call: **08:00**  am  pm

Imprinter Purchase:  Yes  No If Yes \$ **50.00** x Qty: \_\_\_\_\_ = \$ \_\_\_\_\_ (w/o Tax) Wireless Provider:  GPRS Cingular or  Other: \_\_\_\_\_

Check one:  Gateway Solutions  Dial Solutions  Global Gateway (FDGG)  VSAT\*\*\*  Frame  Other: \_\_\_\_\_  IC Verify Serial # \_\_\_\_\_

VAR/Internet/Software: Name: \_\_\_\_\_ (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)

**NOTE: \*\*\*Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.**

**LEASE COMPANY: (04) First Data Global Leasing** Lease Term: **48** Months Annual Tax Handling Fee: **\$10.20**  
 Monthly Lease Charge for This Location: **\$ 18.94** w/o taxes, late fees, or other charges that may apply. \*See Multiple Locations form for the Monthly Lease Charge for each individual location. See Lease Agreement for details. This is a **NON-CANCELABLE** lease for the full term indicated.

**(7) PROVIDE YOUR OWNER INFORMATION**

Owner/Partner/Officer Name	D.O.B.	Social Security #	Home Phone	% of Ownership
<b>Escambia County (T ax ID 85-8013888011C-3)</b>				<b>100</b>
Home Address	City	State	Zip	Country
<b>2251 North Palafox Street</b>	<b>Pensacola</b>	<b>FL</b>	<b>32501</b>	<b>Escambia</b>

**(8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE**

**Start-Up Fees (One-Time Charge)**

**Non-Taxable Fees:**

Application Fee (Non-Refundable) (247) \$ **149.00**

Reprogramming Fee (31A) \$ \_\_\_\_\_

Debit Set-up Fee (31B) \$ \_\_\_\_\_

Misc. Fee (31J) \$ \_\_\_\_\_

\*Equipment Purchase (ACH) \$ **359**

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ w/o tax

**Billed Monthly Fees (If Applicable)**

Monthly Service Charge (335) \$ **9.95**

Minimum Processing Fee (952) \$ **25.00**

Wireless Access Fee (399) FEE PER TID # OF TIDs TOTAL  
 \$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

ClientLine® (32R) \$ No Charge

Paper Statement Fee (323) \$ \_\_\_\_\_

Premium Equip Svc Program  Yes  No (per TID) (32U) \$ \_\_\_\_\_

Monthly PCI Support Pkg (49A) \$ \_\_\_\_\_

TransArmor Monthly Fee (30L) \$ \_\_\_\_\_ (reserved for future use)

TransArmor Min. Monthly Fee (959) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

**Internet**

**Start-Up Fees**

FDGG Set-up Fee (31X)  
 FEE PER TID \$ \_\_\_\_\_ x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

Internet Set-up Fee (30R)  
 FEE PER TID \$ \_\_\_\_\_ x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

**Billed Monthly Fees**

FDGG (31Z)  
 FEE PER TID \$ \_\_\_\_\_ x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

Internet Service Fee (394)  
 FEE PER TID \$ \_\_\_\_\_ x # OF TIDs \_\_\_\_\_ = TOTAL \$ \_\_\_\_\_

Global ePricing MC/V Svc Fee (897, 898) \_\_\_\_\_ %  
 NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions.

**Trans/Other Fees**

Internet/FDGG  
 MC, V, Amex, Dis, Check (03R, 04R, 06I, 07I, 435, L19) \$ **0.05**

\*You will be charged the applicable State/City/Local Sales Tax.

**Maintenance Fees**

Annual Maintenance Fee (49C) \$ **94.75**

or

Quarterly Maintenance Fee (49B) \$ **23.75**

**PIN Debit**

Unbundled PIN Debit (018, 42R, Key 0-590, Key 0-593) \$ **0.30**  
 (plus the applicable network fees)

**Entitlements**

AUTHORIZATION

American Express ESA/Pass Through (10P) \$ **0.25**

JCB (10M) \$ **0.25**

JCB License (754) \_\_\_\_\_ %

**Billed Annual Fees (If Applicable)**

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

Other: \_\_\_\_\_ ( ) \$ \_\_\_\_\_

INITIAL HERE  
 Client Initials *May*

**MERCHANT PROCESSING APPLICATION AND AGREEMENT** (Page 3 of 5)

BAMS1308

(8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)

BAMSCorpFee1308A(ia)

DBA Name: **Community Corrections**

Pricing Type: **0 0 1**

Schedule Version: **BAM.MVD.S10.1**

Loc. \_\_\_\_\_ of \_\_\_\_\_

**Discount Fees (Based On Gross Transaction Volume)**

Accept all MasterCard, Visa and Discover Network Transactions (presumed, unless any selections below are checked)

**MasterCard Acceptance**

- Accept MC Credit transactions only
- Accept MC Non-PIN Debit trans. only

**Visa Acceptance**

- Accept Visa Credit transactions only
- Accept Visa Non-PIN Debit trans. only

**Discover Network Acceptance**

- Accept Discover Network Credit transactions only
- Accept Discover Network Non-PIN Debit trans. only

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

**MC/Visa/Discover Network IC Pass Thru**  
You will be charged the applicable interchange rate from MasterCard, Visa or Discover Network, plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .11% or a Discover Network Assessment Fee (6AC) of .09250%, plus any other fees indicated on this Service Fee Schedule.

Pricing Method: (Select One)	MC/Visa/Discover Network/American Express Discount Rate	MC/Visa/Discover Network 2-Tier	MC/Visa/Discover Network 3-Tier	Transaction Fees (Applies to MC/Visa/Discover Network 2-Tier and MC/Visa/Discover Network 3-Tier ONLY)	
Interchange Plus <input type="checkbox"/> L (549,564,529) <input type="checkbox"/> H (553,563,529)					_____ %

QUALIFIED DISCOUNT RATES					
MC Credit Discount Rate (800)	_____ %	_____ %	<b>1.48</b> %		_____ %
Visa Credit Discount Rate (804)	_____ %	_____ %	<b>1.48</b> %	MC/Visa Qual Credit Trans Fee (001, 002, 005, 006, 630, 634) \$ .20	_____ %
Discover Network Credit Disc't Rate (170)	_____ %	_____ %	<b>1.48</b> %		_____ %
MC World Sales Discount (660)			_____ %	Discover Network Qual Credit Trans Fee (015, 016, 7BA) \$ .20	
Visa Reward Sales Discount (664)			_____ %		
Discover Network Premium Sales Discount (7AA)			_____ %		
American Express OnePoint** Credit Discount Rate (Key 0-570)	_____ %				
MC Non-PIN Debit Discount Rate (850)	_____ %	_____ %	<b>1.48</b> %	MC/Visa Qual Non-PIN Debit Trans Fee (130, 131, 134, 135) \$ .20	_____ %
Visa Non-PIN Debit Discount Rate (854)	_____ %	_____ %	<b>1.48</b> %		_____ %
Discover Network Non-PIN Debit Discount Rate (964)	_____ %	_____ %	<b>1.48</b> %	Disc. Network Qual Non-PIN Debit Trans Fee (787, 788) \$ .20	_____ %

MID-QUALIFIED DISCOUNT RATES (Does not apply to MC / Visa / Discover 2 Tier)					
MC Credit Discount Rate (810)			<b>2.69</b> %	MC/Visa Mid-Qual Credit Trans Fee (611, 612, 615, 616, 640, 644) \$ .33	
Visa Credit Discount Rate (814)			<b>2.69</b> %		
Discover Network Credit Disc't Rate (990)			<b>2.69</b> %		
MC World Mid-Qual Sales Discount (670)			_____ %	Discover Network Mid-Qual Credit Trans Fee (717, 718, 7BE) \$ .33	
Visa Reward Mid-Qual Sales Discount (674)			_____ %		
Discover Network Premium Mid-Qual Sales Discount (7AE)			_____ %	MC/Visa Mid-Qual Non-PIN Debit Trans Fee (140, 141, 144, 145) \$ .33	
MC Non-PIN Debit Discount Rate (870)			<b>2.69</b> %		
Visa Non-PIN Debit Discount Rate (874)			<b>2.69</b> %	Discover Network Mid-Qual Non-PIN Debit Trans Fee (791, 792) \$ .33	
Discover Network Non-PIN Debit Discount Rate (968)			<b>2.69</b> %		

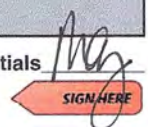
NON-QUALIFIED DISCOUNT RATES					
MC Credit Discount Rate (820)			<b>3.49</b> %	MC/Visa Non-Qual Credit Trans Fee (621, 622, 625, 626, 650, 654) \$ .33	
Visa Credit Discount Rate (824)			<b>3.49</b> %		
Disc. Network Credit Disc't Rate (994)			<b>3.49</b> %		
MC World Non-Qual Sales Discount (680)			_____ %	Discover Network Non-Qual Credit Trans Fee (721, 722, 7BI) \$ .33	
Visa Reward Non-Qual Sales Discount (684)			_____ %		
Discover Network Premium Non-Qual Sales Discount (7AI)			_____ %	MC/Visa Non-Qual Non-PIN Debit Trans Fee (150, 151, 154, 155) \$ .33	
MC Non-PIN Debit Discount Rate (880)			<b>3.49</b> %		
Visa Non-PIN Debit Discount Rate (864)			<b>3.49</b> %	Discover Network Non-Qual Non-PIN Debit Trans Fee (795, 796) \$ .33	
Discover Network Non-PIN Debit Discount Rate (978)			<b>3.49</b> %		

MC/Visa Auth & Return Trans Fee (10A, 10D) (002, 006) (131, 135)	\$ _____				\$ _____
Discover Network Auth & Return Transaction Fee (10J, 016, 788)	\$ _____				\$ _____
American Express OnePoint Trans. Fee	\$ _____				\$ _____

Non-Qual Surcharge Fee (30D, 20N) (excluding interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover Network Credit, and/or Non-PIN Debit Transactions.	_____ %				
--	---------	--	--	--	--

\*\*Retail and Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.

Client Initials *MC*



**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 4 of 5)**

DBA Name: **Community Corrections**

Loc. \_\_\_\_\_ of \_\_\_\_\_

BAMS1308

**(8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)**

BAMSCorpFee1308(ia)

WEX Full Acquiring Fees	
WEX Auth Fee (0D4) \$ _____	
WEX Sales Discount (84D) _____%	
WEX Refund Discount (84I) _____%	
WEX Chargeback Discount (842) _____%	
WEX Chargeback Reversal Discount (843) _____%	
WEX Chargeback Fee (29H) \$ _____	
WEX Retrieval Fee (29I) \$ _____	

Bypass Fees	
Datawire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No	
Datawire Micronode Monthly Fee (354) \$ <b>15.00</b> (each)	
Authorization Fees	
Voyager (0D0, 0D1, 0DV) \$ _____	
WEX (Non-Full Svc) (0B0, 0B1, 0BV) \$ _____	
Other Payment Fees	
Voyager: Sales Discount Rate (844) _____%	
Credit Discount Rate (845) _____%	

Other Fees	
Chargeback Fee (205, 725, 20L) \$ <b>25.00</b>	
MC Cross Border Fee USD (605) <b>0.40</b> %	
US Cross Border Fee Non-USD (606) <b>0.80</b> %	
Visa International Svc Fee (22A) <b>0.40</b> %	
MC/V/Discover Network/American Express <sup>®</sup> Voice Auth (10B, 10E, 10K, 10Q) \$ <b>0.95</b>	
EBT (18E, 18I, 02X, 18H) \$ <b>0.15</b>	
AVS (405, 406, 407, 408) \$ <b>0.10</b>	
Discover Network AVS (07A, 07B, 07C, 079) \$ <b>0.10</b>	
ACH Reject Fee (401) \$ <b>25.00</b>	
Batch Settlement Fee (227) \$ <b>0.35</b>	
MC/V Network Access Fee (197, 198) \$ <b>0.0269</b>	
Discover Ntwk Access Fee (526) \$ <b>.0075</b>	

Visa Zero Amt + AVS Fee (10X) \$ <b>0.025</b>	
Visa Zero Amount Fee (10Y) \$ <b>0.025</b>	
Visa Misuse of Auth Fee (04G) \$ <b>0.045</b>	
Visa Zero Floor Limit (04I) \$ <b>0.10</b>	
Visa Partial Auth NP Trans Fee (12D) \$ <b>0.01</b>	
Visa Int'l Acquirer Fee (22F) <b>0.45</b> % (for MCC codes 5962, 5966, 5967 only)	
Discover Network Int'l Processing Fee (22G) <b>0.30</b> %	
Discover Network Int'l Service Fee (22H) <b>0.45</b> %	
TransArmor Token & Encryp. (12E) \$ _____	
TransArm (reserved for future use)	
TransArmor Token (12G) \$ _____	
Other: _____ ( ) \$ _____	

Other Pmt Fees	
<b>American Express ESA/Pass Through Fees:</b>	
**Amex Discount Rate _____%	
Amex Trans. Fee \$ _____	
<input type="checkbox"/> Amex Monthly Fee \$ <b>7.95</b> (Flat Fee)	
*Billed separately by American Express.	
**Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.	

Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

**(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION**



**TeleCheck Services, Inc.**  
P.O. Box 4514  
Houston, TX 77210-4514  
1-800-366-1054

Set-Up Fees: No. of Physical Locations: \_\_\_\_\_ 1st Location: @ \_\_\_\_\_ Add'l Location(s): @ \_\_\_\_\_ Total Set-Up Fee: \$ \_\_\_\_\_  
TeleCheck Monthly POS Support Fee: \$ \_\_\_\_\_ (per Terminal/Per Month. TeleCheck Equip. Only) Total TeleCheck Monthly POS Support Fee: \$ \_\_\_\_\_

Check ALL TeleCheck Services that apply:	<input type="checkbox"/> ECA Warranty or <input type="checkbox"/> Paper Warranty	<input type="checkbox"/> ECA Verification or <input type="checkbox"/> Paper Verification	<input type="checkbox"/> LockBox Warranty	<input type="checkbox"/> LockBox Verification
Average Check Size	\$ _____	\$ _____	\$ _____	\$ _____
Total Monthly Check / Call Volume	\$ _____	\$ _____	\$ _____	\$ _____
Inquiry Rate	_____ %	_____ %	_____ %	_____ %
Transaction Fee	\$ _____	\$ _____	\$ _____	\$ _____
Advantage Billing	\$ _____	\$ _____	\$ _____	\$ _____
One Rate	\$ _____	\$ _____	\$ _____	\$ _____
Monthly Minimum Fee	\$ <b>25.00</b>	\$ <b>25.00</b>	\$ <b>25.00</b>	\$ <b>25.00</b>
Customer Request Operator Call / Voice Authorization Fee	\$ <b>2.50</b>	\$ <b>2.50</b>	\$ <b>2.50</b>	\$ <b>2.50</b>
Monthly Processing / Statement Fee	\$ <b>10.00</b>	\$ <b>10.00</b>	\$ <b>10.00</b>	\$ <b>10.00</b>
December Risk Surcharge	<b>0.10</b> %	<b>0.10</b> %	<b>0.10</b> %	<b>0.10</b> %
Warranty Maximum	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____
MICR Floor Limit				
Other:	\$ _____	\$ _____	\$ _____	\$ _____

Check ALL TeleCheck Services that apply:	<input type="checkbox"/> COD Warranty	<input type="checkbox"/> Mail Order Warranty	<input type="checkbox"/> Check Cashing Warranty	<input type="checkbox"/> Check Cashing Verification	<input type="checkbox"/> Other
Average Check Size	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total Monthly Check / Call Volume	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Inquiry Rate	_____ %	_____ %	_____ %	_____ %	_____ %
Transaction Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Advantage Billing	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
One Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Monthly Minimum Fee	\$ <b>25.00</b>	\$ <b>25.00</b>	\$ <b>25.00</b>	\$ <b>25.00</b>	\$ <b>25.00</b>
Customer Request Operator Call / Voice Authorization Fee	\$ <b>2.50</b>	\$ <b>2.50</b>	\$ <b>2.50</b>	\$ <b>2.50</b>	\$ <b>2.50</b>
Monthly Processing / Statement Fee	\$ <b>10.00</b>	\$ <b>10.00</b>	\$ <b>10.00</b>	\$ <b>10.00</b>	\$ <b>10.00</b>
December Risk Surcharge	<b>0.10</b> %	<b>0.10</b> %	<b>0.10</b> %	<b>0.10</b> %	<b>0.10</b> %
Warranty Maximum	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	See Section 2.1(a) of Check Cashing Warranty Addendum	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____	<input type="checkbox"/> Face Amt. of Authorized Item or \$ _____
MICR Floor Limit					
Other:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

See TeleCheck Agreement for definitions and any additional fees.  
Note: See Section 1.38 "Damages" of the TeleCheck Agreement for early termination fees/liquidated damages.

**SIGN HERE**  
Client Initials \_\_\_\_\_

**MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 5 of 5)**

DBA Name: **Community Corrections** Loc of

**(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION (cont'd)**

**TELECHECK BILL TO INFORMATION**

Your Head Office/Bill To Name: \_\_\_\_\_ First/Last Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ Suite # \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Your Fax Phone: \_\_\_\_\_

TeleCheck Auto Settle Time: \_\_\_\_\_ hh ET (Must be at least 1 hour after Card Auto Settle Time)

**TELECHECK REPORT INFORMATION**

**Funding Report:**  Bill To  Location **Delivery Method:**  E-Mail  Fax  US Mail **Frequency:**  \$ \_\_\_\_\_ Monthly  \$ \_\_\_\_\_ Weekly  \$ \_\_\_\_\_ Daily

Contact Name: \_\_\_\_\_ Contact Telephone #: \_\_\_\_\_  
 Report Fax #: \_\_\_\_\_ Report E-Mail Address: \_\_\_\_\_

Batch Closing Options: \_\_\_\_\_ am  pm  Must close by 11:30 pm CST **Format:**  CSV (E-Mail only)  PDF

**TELECHECK BANKING INFORMATION**

**Funding:**  Per Bill To  Per Location **Fund By:**  Product  Terminal  Location  Agent  Batch  Day

**ACH Credits to TeleCheck by Subscriber (For Invoice Payment):** ABA Transit #: \_\_\_\_\_ Account #: \_\_\_\_\_  Ck  
 Same as above or  Same as above or

**Debits/Credits (Settlement) to Subscriber by TeleCheck and/or Franking Information:** ABA Transit #: \_\_\_\_\_ Account #: \_\_\_\_\_  Ck

**Special Instructions which are part of this Agreement:**  
 Please note on separate funding check or bank letterhead the designated TeleCheck Service. A separate funding check or bank letterhead/logo for TeleCheck Services is NOT required UNLESS Merchant will be using different banking account(s) for TeleCheck Services.

**(10) AGREEMENT APPROVAL**

**APPLICABLE IF MERCHANT ACCEPTS AMERICAN EXPRESS® CARDS:** By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize First Data Merchant Services Corporation ("FDMS"), American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct FDMS and AXP and AXP's agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes.

I understand that upon AXP's approval of this application, the entity will be sent the Agreement and materials welcoming it, either to AXP's program for FDMS to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the FDMS servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

**APPLICABLE TO ALL MERCHANTS:** By signing below, each of the undersigned represents that they have read and are authorized to sign and submit this Merchant Processing Application and Agreement ("Merchant Processing Application") for the above named Client ("Client") and that all information provided herein is true, complete, and accurate. Client acknowledges having received and read a copy of (i) the Interchange Qualification Matrix, (ii) the Non-Qualified Rate Schedule (specific to Client's industry), Interchange Rate Schedule or Qualification Tier Rate Schedule, as applicable to Client's Pricing Method, (iii) the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Additional Agreements (as defined below), Additional Important Information for Card Processing, and a Confirmation Page), and (iv) the Merchant Processing Application, consisting of Sections 1-12, (together, the Merchant Processing Application, its attachments and schedules and Parts I and IV of the Program Guide are referred to in this Section 10 as the "Merchant Agreement"), as modified from time to time in accordance with the applicable provisions of the Program Guide, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. This signature page also serves as the signature page to the Equipment Lease Agreement and the American Express® Card Acceptance Agreement (for purposes of this paragraph, the "AXP Agreement"), which appear in Part II of the Program Guide, as well as the TeleCheck Services Agreement, appearing in Part III of the Program Guide (for purposes of this paragraph, together, the Equipment Lease Agreement, AXP Agreement and TeleCheck Services Agreement are the "Additional Agreements"), if selected; the Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the AXP Agreement and TeleCheck Services Agreement. By signing below, each of the undersigned authorizes Banc of America Merchant Services, LLC ("Processor") and Bank of America, N.A. ("Bank") (together, Processor and Bank are "Servicers" and also referred to as "our," "us" and "we" in this Section 10) to (a) request and obtain from consumer reporting agencies, individual and business credit reports (collectively, "Credit Reports"), in connection with the approval of this Merchant Processing Application and any maintenance, updating, renewal or extension of the Merchant Agreement (if this Merchant Processing Application is approved), and (b) exchange Credit Reports and any other information about each of the undersigned personally with First Data Merchant Services Corporation, TeleCheck Services, Inc. and any other service providers, to the extent such parties provide services that Client has selected on this Merchant Processing Application (or as hereafter elected by Client). Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all individual and business credit financial information to us. Each of the undersigned further authorizes us to disclose any information obtained from any source in connection with this Merchant Processing Application, including Credit Reports, to any governmental, administrative or regulatory entity, upon request, or to each other and our respective vendors and Affiliates, as necessary to provide the products and services elected under the Merchant Agreement, or to comply with applicable law or order, including, without limitation, the USA PATRIOT Act. It is our practice to obtain certain information in order to verify your identity while processing your Merchant Processing Application, as described in the USA PATRIOT Act.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

**Client's Business Principal:** (Please sign below)

**X Signature** Melissa M. Gordon **SIGN HERE**  
 Print Name Melissa M. Gordon Date 03/17/11  
 Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_

**(PROCESSOR): Banc of America Merchant Services, LLC (BANK): Bank of America, N.A.**

**X Signature** \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved TeleCheck Manager

**X Signature** \_\_\_\_\_  
 Print Name \_\_\_\_\_ Date \_\_\_\_\_  
 Title:  Pres.  V.P.  Member L.L.C.  Owner  Partner  Other: \_\_\_\_\_

IF TELECHECK SERVICES HAVE BEEN SELECTED, PLEASE SIGN BELOW:  
**X Signature** \_\_\_\_\_

**(11) TELECHECK ACH AUTHORIZATION**

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's services. This authorization shall remain in effect until thirty days after revoked in writing.

**X Signature** \_\_\_\_\_ Print Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature on TeleCheck Account for ACH

BAMS1308

**(12) PERSONAL GUARANTY**

BAMS1308(ia)

In exchange for Banc of America Merchant Services, LLC, Bank of America, N.A., and American Express' acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement and/or American Express Card Acceptance Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that Bank of America, N.A., Banc of America Merchant Services, LLC, and American Express are relying upon this Guaranty in entering into, as applicable, the Agreement, the Equipment Lease Agreement, and American Express Card Acceptance Agreement.

**Signature (Please sign below):** \_\_\_\_\_ **Signature (Please sign below):** \_\_\_\_\_  
**X** \_\_\_\_\_, an individual **X** \_\_\_\_\_, an individual

**MERCHANT PROCESSING APPLICATION MULTIPLE LOCATIONS**

Loc. \_\_\_\_\_ of \_\_\_\_\_

Card Merchant #: \_\_\_\_\_ TeleCheck Subscriber #: \_\_\_\_\_ Bill To #: \_\_\_\_\_ NB #: \_\_\_\_\_  
Statement to:  Outlet  Other: \_\_\_\_\_ Pricing Type: **0 0 1** MCC: \_\_\_\_\_ SIC: \_\_\_\_\_ Store #: \_\_\_\_\_  
*(If different from original) (If different from original)*

Please attach Fee Schedule(s) and/or Addendum as appropriate.  
ABA #: \_\_\_\_\_ DDA #: \_\_\_\_\_

**TELL US ABOUT YOUR BUSINESS**

Client (Your Business LEGAL Name): \_\_\_\_\_  Same as Legal Name or Provide Your DBA Name: **Community Corrections**  
(No P.O. Box as Location) Address: \_\_\_\_\_ Suite #: \_\_\_\_\_ First/Last Contact Name: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Your Business Phone: \_\_\_\_\_  
Fax #: \_\_\_\_\_ Retrieval Requests:  (02) Dedicated 24 Hour Fax  (03) No Fax; Mail  (05) eIDs  Same as Business Phone or Merchant's Customer Service #: \_\_\_\_\_  
Your E-Mail Address (Required for IP or TeleCheck): \_\_\_\_\_ Your Customer Service E-Mail Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_

**MC/VISA/DISCOVER NETWORK/AMERICAN EXPRESS ONEPOINT**

Annual MC/Visa Volume for this Location \$ \_\_\_\_\_,000 Average MC/Visa Ticket/Sales Amount for this Location \$ \_\_\_\_\_  
Estimated Annual Discover Network Sales Vol. for this Location \$ \_\_\_\_\_,000 Average Discover Network Ticket/Sales Amt. for this Location \$ \_\_\_\_\_  
Estimated Annual American Express Sales Vol. for this Location \$ \_\_\_\_\_,000 Average American Express Ticket/Sales Amt. for this Location \$ \_\_\_\_\_

**TELECHECK PRODUCTS AND SERVICES**

ECA Warranty  ECA Verification  LockBox Warranty  LockBox Verification  Check Cashing Warranty  Check Cashing Verification  Other: \_\_\_\_\_  
 Paper Warranty  Paper Verification  COD Warranty  Mail Order Warranty Existing Subscriber No.: \_\_\_\_\_

**ENTITLEMENTS**

MC/Visa  Discover Network Full Processing (Discover Network systems and rules also process and govern JCB transactions. Elect JCB if a desired Card type.)  
 Global ePricing (for eCommerce merchants only)  
 Voyager Fleet Annual Voyager Vol.: \$ \_\_\_\_\_ Participation in Voyager Tax Exempt Program:  Yes  No (if yes, additional request form required)  
 WEX Full Acquiring Annual WEX Volume: \$ \_\_\_\_\_  WEX (Non-Full Svc)  MC Fleet  
 Non-Lic. JCB (EDC) \_\_\_\_\_ (Existing Account #) or  JCB License **2 8 0 9 0 0 9 9 0 1**  
 American Express OnePoint / Full Service (EDC)  American Express ESA / Pass Through: \_\_\_\_\_ or  Existing SE # \_\_\_\_\_  
Amer. Exp. Cap # \_\_\_\_\_ Franchise Name: \_\_\_\_\_ Check one for ESA/Pass Through:  Split Dial  Single Settle  EDC  PIP  Reverse PIP  
 Debit Package **7 7 7 3 6 2 0 5**  EBT FNS # (XREF): \_\_\_\_\_  \*Gift Card  \*Loyalty Solutions \*A separate Setup Form is required.

**PROVIDE MORE BUSINESS DATA**

Check one: TIN Type:  EIN (Fed Tax ID #)  SSN  
**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.3 of your Program Guide for further information.)  
Name (as it appears on your income tax return) \_\_\_\_\_  Federal Tax ID#: (as it appears on your income tax return) \_\_\_\_\_  I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe \_\_\_\_\_ % + Keyed Manually \_\_\_\_\_ % = **100%** Product/Services You Sell: \_\_\_\_\_  
POS Card Present (MAG Swipe and/or Manual Imprint) \_\_\_\_\_ % + Mail Order/Direct Marketing \_\_\_\_\_ % + Phone Order \_\_\_\_\_ % + Internet \_\_\_\_\_ % = **100%**

**DESCRIBE EQUIPMENT DETAILS**

Network:  (206) CARDnet®  ( ) Nashville  ( ) Buypass  Other Specify Security Code: ( )

Rental • Purchase Cust.-Owned • Lease Installment Purchase (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version/Serial #
R P C L I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
R P C L I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
R P C L I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	

The Installment Purchase plan is a 3 month option only.  
Installation/  MAG/MIG to Train  Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)  
Training:  No Merchant Training  Installer / In-House (Check training via phone, 1-800-366-1054 M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)  
First/Last Contact Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_ Best Time To Call: \_\_\_\_\_  am  pm  
Imprinter Purchase:  Yes  No If Yes \$50.00 x Qty: \_\_\_\_\_ = \$ \_\_\_\_\_ (w/o Tax) Wireless Provider:  GPRS Cingular or  Other: \_\_\_\_\_  
Check one:  Gateway Solutions  Dial Solutions  Global Gateway (FDGG)  VSAT\*\*  Frame  Other: \_\_\_\_\_  IC Verify Serial # \_\_\_\_\_  
VAR/Internet/Software: Name: \_\_\_\_\_ (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)  
**NOTE:** \*\*Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

Lease Company:  First Data Global Leasing (FDGL) Lease Term: \_\_\_\_\_ months This is a **NON-CANCELABLE** lease for the full term indicated. Monthly Lease Charge for This Location: \$ \_\_\_\_\_ Late Fees or other charges may apply - See Lease Agreement for details.

**TELECHECK REPORT INFORMATION**

Funding Report:  Bill To  Location Delivery Method:  E-Mail  Fax  US Mail Frequency:  \$ \_\_\_\_\_ Monthly  \$ \_\_\_\_\_ Weekly  \$ \_\_\_\_\_ Daily  
Contact Name: \_\_\_\_\_ Contact Telephone #: \_\_\_\_\_  
Report Fax #: \_\_\_\_\_ Report E-Mail Address: \_\_\_\_\_  
Batch Closing Options: \_\_\_\_\_  am  pm Must close by 11:30 pm CST (Must be at least 1 hour after Card Auto Settle Time) Format:  CSV (E-Mail only)  PDF

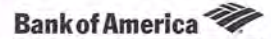
**TELECHECK BANKING INFORMATION**

Funding:  Per Bill To  Per Location Fund By:  Product  Terminal  Location  Agent  Batch  Day  
ACH Credits to TeleCheck by Subscriber (For Invoice Payment): \_\_\_\_\_ ABA Transit #: \_\_\_\_\_ Account #: \_\_\_\_\_  Ck  
Debits/Credits (Settlement) to Subscriber by TeleCheck and/or Franking Information: \_\_\_\_\_  Same as above or \_\_\_\_\_  Same as above or \_\_\_\_\_ ABA Transit #: \_\_\_\_\_ Account #: \_\_\_\_\_  Ck

Special Instructions which are part of this Agreement:  
Please note on funding check or bank letterhead the designated TeleCheck Service. A separate funding check or bank letterhead/logo for TeleCheck Services is NOT required UNLESS Merchant will be using different banking account(s) for TeleCheck Services. Client Initials \_\_\_\_\_



**MERCHANT PROCESSING CREDIT ADDENDUM**



Merchant Services

Client's DBA Name Community Corrections

**OTHER ENCLOSURES (Check)**

- 1. Financial Statements (2 years most recent) required for:
  - Low to Moderate Risk \$3MM or greater
  - Mail/Telephone Order \$1MM or greater and exceeding percentage requirements
  - Business To Business \$1MM or greater
  - Internet \$1MM or greater

- 2. Method of Advertising:  Catalog  Brochure/Direct Mail  TV/Radio  
 (Attach at least one)  Phone  Newspaper/Journal  Internet  Other (specify) \_\_\_\_\_

- 3. Brochures/Marketing Materials/Advertisement required for:  Mail/Telephone Order (exceeds percentage requirement)  
 Business to Business (exceeds percentage requirement)

- 4. Internet (Required):  Web Page Attached – OR –  
 List Web Site Address: \_\_\_\_\_

- 5. Other:  \_\_\_\_\_

**BUSINESS PREMISES**

Are Your Business Premises:  Owned  Rented If rented, please complete the following: Renting Since: \_\_\_\_\_ Lease Expires: \_\_\_\_\_

Landlord Name: \_\_\_\_\_

First / Last Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**MAIL/TELEPHONE ORDER / BUSINESS TO BUSINESS / INTERNET INFORMATION**

BAMSSC1305(ia)

**(All Questions Must Be Answered)**

1. What % of total sales represent business to business (vs. business to consumer)? Business to Business 1 % + Business to Consumer \_\_\_\_\_ % = 100% (total sales)

2. What % of bankcard sales represent business to business (vs. business to consumer)? Business to Business \_\_\_\_\_ % + Business to Consumer \_\_\_\_\_ % = 100% (bankcard sales)

3. Time frame from transaction to delivery: % of orders delivered in: 0-7 days \_\_\_\_\_ % + 8-14 days \_\_\_\_\_ % + 15-30 days \_\_\_\_\_ % + over 30 days \_\_\_\_\_ % = 100%

4. MasterCard / Visa / Discover® Network / American Express® OnePoint sales are deposited (check one):  
 Date of order  Date of delivery  Other (specify): \_\_\_\_\_

5. Who performs product/service fulfillment? Direct \_\_\_\_\_? Vendor \_\_\_\_\_? If Vendor, add name, address, phone.  Other (specify): \_\_\_\_\_

Describe how the transaction works, from order taking to merchant fulfillment (attach additional sheet, if necessary):

6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)?  Yes  No

Comments: \_\_\_\_\_

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- 1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
- 2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
- 3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of the Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
- 4. **If you dispute any charge or funding,** you must notify us within 45 days of the date of the statement where the charge or funding appears for Card processing or within 30 days of the date of a TeleCheck transaction.
- 5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the General Terms; or Sections 1.17 and 1.28 of the TeleCheck Services Agreement.
- 6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest). (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.5.2, 1.5.7, 1.7.2, 1.7.10, 1.8.2, 1.8.8, 1.9, and 1.10), under certain circumstances.
- 7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us are satisfied.
- 8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1.38 of the TeleCheck Services Agreement
- 9. **If you lease equipment under Part II of this Agreement,** it is important that you review Section 1 in Third Party Agreements. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Bank of America, N.A.

The Bank's mailing address is 1231 Durrett Lane, Louisville, KY 40213, and its phone number is 800-430-7161.

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- (d) The Bank is responsible for and must provide settlement funds to the Merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and Chargebacks below Card Organization thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Card Organization Rules.

Print Client's Business Legal Name: Escambia County Community Corrections

By its signature below, Client acknowledges that it received (1) the (Interchange Qualification Matrix (version BAMS.IQM.MVDisc.F09.2 or \_\_\_\_\_), (2) one of the following, as applicable to the Pricing Method set forth on the Application: (i) Qualification Tier Rate Schedule corresponding to the 2-Tier or 3-Tier Pricing Method, (ii) Non-Qualified Rate Schedule for the MC/Visa/Discover Network/American Express Discount Rate Pricing Method (specific to your industry), or (iii) the Interchange Rate Schedule for the MC/Visa/Discover Network IC Pass Thru Pricing Method, and (3) complete Program Guide [Version BAMS1210(a)] consisting of 46 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X Melissa M. Gordon  
Melissa M. Gordon

Please Print Name of Signer

Bureau Chief Aide  
Title

03/17/11  
Date



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-736**

**County Administrator's Report Item #: 12. 19.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 05/05/2011

**Issue:** Interlocal Agreement with Santa Rosa Island Authority for Summer Mass Transit Service

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Interlocal Agreement with Santa Rosa Island Authority (SRIA) Relating to Transportation Services on Pensacola Beach for Summer 2011 - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement with Santa Rosa Island Authority (SRIA), relating to transportation services on Pensacola Beach via Escambia County Area Transit (ECAT) trolleys, from May 26, 2011, through August 23, 2011, with SRIA reimbursing the County for all operating costs.

**BACKGROUND:**

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

The trolley service also stops at the pavilion on Casino Beach, which serves as a drop location for ECAT "Beach Jumper" routes, bringing passengers from Pensacola to Pensacola Beach.

The trolley service route runs for 7 days a week during the contract period of 13 weeks.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney Office has revised, reviewed, and approved the Interlocal Agreement as to form and legal sufficiency.

**PERSONNEL:**

No additional personnel will be required by ECAT as a result of this agreement.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires the approval of the Board of all such agreements.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs and ECAT staff will continue to coordinate with SRIA to complete all implementation requirements for this Interlocal Agreement.

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**Attachments**

Interlocal Agreement with SRIA for Summer Mass Transit Service

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE SANTA ROSA ISLAND AUTHORITY RELATING  
TO TRANSPORTATION SERVICES ON PENSACOLA BEACH**

**THIS AGREEMENT** is made this 30<sup>th</sup> day of April, 2011, by and between the County of Escambia, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the Santa Rosa Island Authority, a dependent special district created under the Laws of Florida (hereinafter, the "SRIA"), acting through its governing Board.

**WITNESSETH:**

**WHEREAS**, the County and the SRIA are authorized by Sections 163.01, Florida Statutes, et seq. to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

**WHEREAS**, the SRIA desires and requests the County, through Escambia County Area Transit (ECAT), to provide transportation services on Pensacola Beach; and

**WHEREAS**, the County, through ECAT, is willing and able to provide such services, subject to the terms and conditions herein set forth; and

**WHEREAS**, the County has a Management Service Agreement with Veolia Transportation, Inc. giving the Management Company exclusive right to operate, manage and maintain the Escambia County Area Transit and other services, and

**WHEREAS**, the County and SRIA have determined it is in the best interest of the citizens to enter into this Agreement to cooperatively provide transportation services on Pensacola Beach.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the SRIA agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to Section 163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the County will provide transportation services on Pensacola Beach.

## **Section 2. Scope of Service.**

The County, through ECAT, shall provide the following transportation service:

(a) **Hours of Service.** ECAT will provide transportation services during the service period on a weekly basis according to the following schedule:

Monday - Fridays (65 days): Two (2) trolleys between the hours of 11:00 a.m. and 11:00 p.m.

Saturdays and Sundays (26 days): Two (2) trolleys between the hours 11:00 a.m. and 11:00 p.m.

(b) **Service Period.** The service period will commence on **May 26, 2011**, and end on **August 23, 2011**.

(c) **Service Route.** The applicable service route is depicted in Exhibit "A", attached hereto and incorporated herein.

Routes and Schedules may be revised as necessary at any time during the term of this Agreement. Any increase in Service Level may require an increase in budgeted costs.

Operators will not deviate from the assigned route, except for routine minor detours, without the approval of ECAT supervisory personnel. SRIA officials desiring any route deviations must make such a request to the ECAT Director of Operations.

(d) **Operators and Uniforms.** ECAT will provide qualified transit vehicle operators who will wear an appropriate uniform that is mutually agreed upon by SRIA and ECAT.

(e) **Service Review.** ECAT and SRIA agree to meet as necessary to review the level of service, schedules, service charges, etc. No changes will be made to the level of service provided for in this Agreement without the mutual consent of both parties.

## **Section 3. Compensation and Method of Payment**

In exchange for the provision of such transportation services described in Section 2 above, the SRIA shall reimburse the County for all operating costs as set forth in Exhibit "B", attached hereto and incorporated herein.

Costs for additional mass transit service requested by the SRIA, such as Blue Angel weekend or other scheduled beach special events, will be billed at the hourly, variable rate, and clearly identified on the appropriate monthly invoice.

ECAT will submit monthly invoices to the SRIA for the authorized service costs incurred during the previous month, and SRIA will remit all payments to ECAT by the end of the month in which the invoice was received.

**Section 4. Insurance.**

During the term of this Agreement, ECAT shall maintain all required insurance coverage in accordance with industry standards and applicable laws, including but not limited to, commercial general liability coverage with a \$5,000,000 combined single limit and \$5,000,000 excess limit.

Any additional insurance coverage will be the responsibility of SRIA.

**Section 5. Term of Agreement.**

This Agreement shall remain in full force and effect for one (1) year unless terminated earlier by either party pursuant to Section 6.

**Section 6. Termination.**

This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party; provided, however, that termination shall not affect the reimbursement of any costs then owing to the County by the SRIA, or which subsequently are owed to the County by the SRIA as a result of actions concluded following the effective date of termination.

**Section 7. Liability.**

(a) The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the SRIA and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

(b) Each party is responsible for maintaining, in a form acceptable to the parties, all necessary records of personnel and equipment used under this Agreement for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.

**Section 8. Records.**

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

**Section 9. Assignment.**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

**Section 10. Headings.**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**Section 11. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**Section 12. Interpretation.**

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

**Section 13. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and



the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**Section 14. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provision of this Agreement.

**Section 15. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County:

County Administrator  
Escambia County  
Post Office Box 1591  
Pensacola, Florida 32591

SRIA:

Chairman  
Santa Rosa Island Authority  
Post Office Drawer 1208  
Pensacola Beach, Florida 32562-1201

Payments to the County shall be sent to:

ECAT  
1515 West Fairfield Drive  
Pensacola, Florida 32501

Invoices to SRIA shall be sent to:

Santa Rosa Island Authority  
Post Office Drawer 1208  
Pensacola Beach, Florida 32562-1201

**Section 16. Prior Agreements Superseded.**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement

shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 18. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 19. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the SRIA.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

**COUNTY:**

**Escambia County, Florida Board of County Commissioners**, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: \_\_\_\_\_  
**Kevin W. White, Chairman**

**ATTEST: ERNIE LEE MAGAHA**  
**Clerk of the Circuit Court**

By: \_\_\_\_\_  
**Deputy Clerk**

**(Seal)**

This document approved as to form and legal sufficiency  
By: *Justin Hual*  
Title: *HCA*  
Date: *4/11/11*

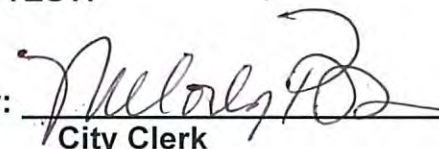
**SRIA:**

**Santa Rosa Island Authority**, a dependent special district created under the Laws of Florida, signing by and through its Chairman.


By:   
**Elwyn Guernsey, Chairman**

Date: April 13, 2011

**ATTEST:**

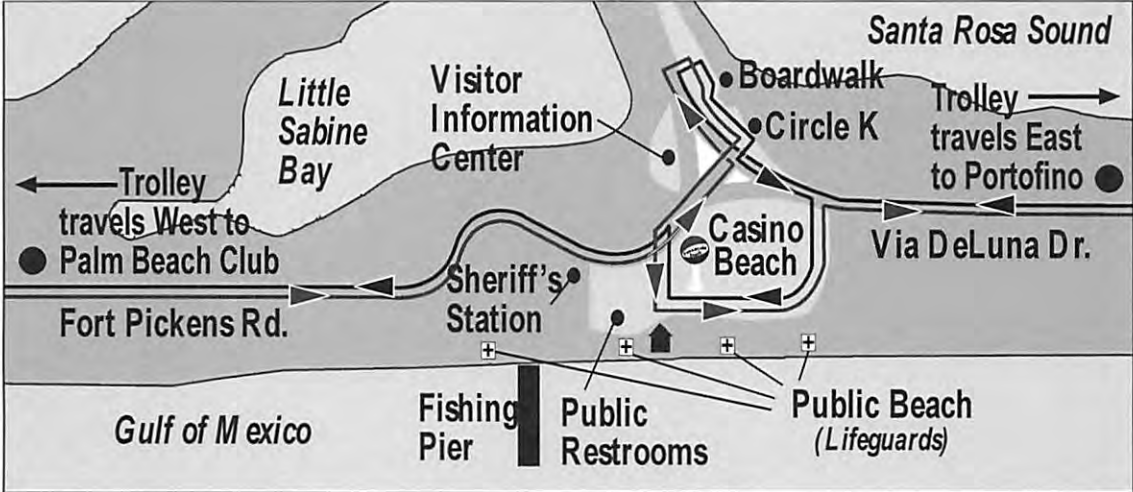
By:   
**City Clerk**

**(Seal)**

NOTARY PUBLIC-STATE OF FLORIDA  
 Melody Bolster  
Commission #DD679430  
Expires: MAY 29, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

# Exhibit A

The service route is depicted on map below.



# Exhibit B

Cost of Service. SRIA agrees to reimburse ECAT for all costs associated with this route service.

## Operating costs for Fiscal 2011 are budgeted as follows:

Operations .....	\$84,144
Maintenance .....	\$82,105
Insurance .....	\$5,096
General Administration.....	\$5,172
Other G&A.....	0
Management Fee * .....	\$24,163
Total .....	\$200,680

### Fixed Costs

Management Fee .....	\$24,163
General Administration.....	\$5,172
Insurance.....	\$5,096
Total .....	\$34,431
(Monthly Billings) .....	4
<u>Fixed Costs per Month.....</u>	<u>\$8,607.75</u>

### Variable Costs

Operations .....	\$84,144
Maintenance .....	\$82,105
Total .....	\$166,219
(Trolley hours) .....	2,340

**Variable Costs per Hour    \$71.05**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-738

County Administrator's Report Item #: 12. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 05/05/2011

Issue: ECAT Perdido Key Bus Route Modifications

From: Marilyn D. Wesley, Department Director

Organization: Community Affairs

CAO Approval:

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### Information

#### **RECOMMENDATION:**

Recommendation Concerning Route Modifications for Escambia County Area Transit (ECAT) Bus Route 62, Service Development Project on Perdido Key - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the route modifications to the Escambia County Area Transit (ECAT) Bus Route 62, Service Development Project, providing mass transit service to and from Perdido Key for 2011, adjusting the route's path and timing from 2010, with the intent of increasing ridership via ease of connection with major routes. The proposed modified service will run on summer weekends from 11:00 a.m., to 11:00 p.m., linking up with major ECAT Routes 55, 57, 58, and 59. The route's path has been adjusted to make it a more direct path along Gulf Beach Highway and Sorrento Road. This express service will allow citizens and tourists to travel from Perdido Key to Downtown Pensacola, where transfers can be made to Cordova Mall, Naval Air Station Pensacola, or Pensacola Beach. If the ridership is not increased to generate 10% fare-box recovery, the route will be eliminated at the end of the season.

#### **BACKGROUND:**

Route 62 in Perdido Key is a weekend route service to the Perdido Key area with connections to other ECAT service routes. Funds are allocated to the mass transit system by the Florida Department of Transportation (FDOT) from State Service Development Grant funds, and are included in the ECAT budget for the current and upcoming fiscal year. ECAT has been working with the Perdido Key Chamber of Commerce for marketing assistance, and also will be notifying passengers of this modification before the proposed modifications are made. The route has historically performed poorly due to the lack of ridership.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

No additional personnel will be required by ECAT as a result of this route modification.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in accordance with the Mass Transit Element of the Escambia County Comprehensive Plan.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs and ECAT staff will continue to coordinate with the FDOT to complete all implementation requirements for this Service Development Project.

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**Attachments**

Route 62 Perdido Key Express Limited Route

# Route 62

Route 62 is a seasonal route.  
Service is provided between  
May and Labor Day only.

Only departs ECAT going to Target Parking Lot:  
8:00 a.m., 9:00 a.m., 4:00 p.m., and 5:00 p.m. Friday & Saturday  
9:00 a.m., 10:00 a.m., 4:00 p.m., and 5:00 p.m. Sunday

Only departs Target Parking Lot going to ECAT:  
5:00 p.m., 6:00 p.m., 12:00 a.m., and 1:00 a.m. Friday & Saturday  
5:00 p.m., 6:00 p.m., 10:00 p.m., and 11:00 p.m. Sunday

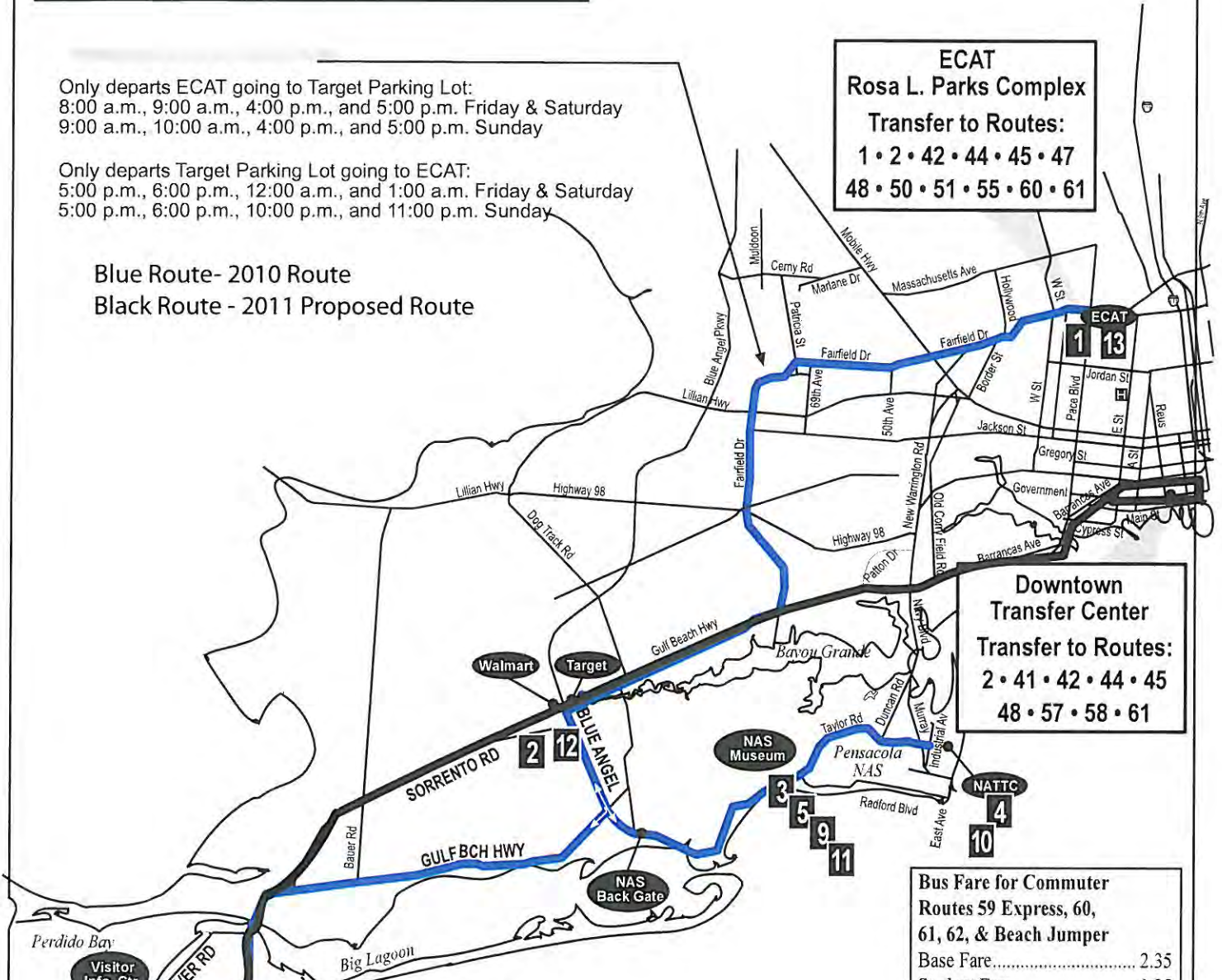
Blue Route- 2010 Route  
Black Route - 2011 Proposed Route

**ECAT**  
**Rosa L. Parks Complex**  
**Transfer to Routes:**  
**1 • 2 • 42 • 44 • 45 • 47**  
**48 • 50 • 51 • 55 • 60 • 61**

**Downtown**  
**Transfer Center**  
**Transfer to Routes:**  
**2 • 41 • 42 • 44 • 45**  
**48 • 57 • 58 • 61**

**Bus Fare for Commuter**  
**Routes 59 Express, 60, 61, 62, & Beach Jumper**

Base Fare	2.35
Student Fare	1.25
Senior Citizen	1.10
Disabled Citizen	1.10
Medicare Card Holders	1.10
10-Ride	add .50
7 or 30-Day	add .50
All Day Pass	add .50
Military in Uniform	Free
Military with active or retired ID	1.00
Military with active or retired ID: Beach Jumper & 59 Express	2.00



Visitor Info. Ctr.  
Flora Bama

PERDIDO KEY DR

JOHNSON BCH RD

Big Lagoon

NAS Back Gate

NAS Museum

Pensacola NAS

NATTC

Bayou Grande

Walmart

Target

ECAT

1 13

1 2 3 4 5 6 7 8 9 10 11 12

14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61

62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

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701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800

801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900

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## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-735

County Administrator's Report Item #: 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 05/05/2011

Issue: Santa Rosa County, Florida / United Cerebral Palsy of Northwest Florida, Inc.  
Financing - Approval of Escambia Project (as defined herein)

From: Amy Lovoy, Management & Budget Serv, Dept Dir

Organization: McGuireWoods LLP

CAO Approval:

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### Information

#### RECOMMENDATION:

Recommendation Concerning Approval of a Resolution Regarding Financing by Santa Rosa County on Behalf of United Cerebral Palsy of Northwest Florida, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt and authorize the Chairman to sign the Resolution (i) approving an Interlocal Agreement with Santa Rosa County, Florida, as issuer of obligations on behalf of the United Cerebral Palsy of Northwest Florida, Inc., (the "Financing"), (ii) approving the issuance of bonds or lease financing by Santa Rosa County for financing the Escambia Project, as defined herein, and (iii) authorizing other action in connection with the Financing.

#### BACKGROUND:

On April 7, 2011, the Board adopted Resolution No. R2011-61 (the "Preliminary Resolution") approving a public hearing upon request by United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower") for Santa Rosa County, Florida, as issuer, to provide tax-exempt bond or lease financing with a principal component not in excess of \$2,350,000 to provide funds to finance the costs of certain social service center facilities named in the Preliminary Resolution, to assist individuals with cerebral palsy located or to be located in Escambia County (the portions of the Project located in Escambia County collectively referred to herein as the "Escambia Project") to be owned and operated by the Borrower.

Since the Financing by Santa Rosa County includes the Escambia Project, it is useful and desirable for the Borrower and Santa Rosa to obtain the consent of Escambia County and necessary for the governing body of Escambia County to approve the Escambia Project for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). Attached to this recommendation is a report of such public hearing.

#### BUDGETARY IMPACT:

No funds of the County will be expended in connection with the Financing.

#### LEGAL CONSIDERATIONS/SIGN-OFF:

The County's bond counsel, Richard I. Lott of McGuireWoods LLP, will review the documents on behalf of the County to insure that the County has no liability or obligation under the Financing.

**PERSONNEL:**

N/A.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

To ensure compliance with the provisions of Article VII, Escambia County Code of Ordinances, as amended.

**IMPLEMENTATION/COORDINATION:**

None Needed.

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**Attachments**

Resolution

**RESOLUTION R2011-\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH SANTA ROSA COUNTY, FLORIDA; ON BEHALF OF UNITED CEREBRAL PALSY OF NORTHWEST FLORIDA, INC., APPROVING THE ISSUANCE OF BONDS OR LEASE FINANCING BY SANTA ROSA; AUTHORIZING OTHER ACTION IN CONNECTION WITH THE FINANCING; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION WITH THE FINANCING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Escambia County did, on April 7, 2011, adopt a resolution (the "Preliminary Resolution") approving a public hearing upon request by United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower") for Santa Rosa County, Florida, as issuer ("Santa Rosa") to provide tax-exempt lease financing with a principal component not in excess of \$2,350,000 (the "Financing") to provide funds to finance the costs of certain social service center facilities named in the Preliminary Resolution, to assist individuals with cerebral palsy located or to be located in Escambia County (the portions of the Project located in Escambia County collectively referred to herein as the "Escambia Project") to be owned and operated by the Borrower;

**WHEREAS**, since the Financing by Santa Rosa County includes the Escambia Project, it is useful and desirable for the Borrower and Santa Rosa to obtain the consent of Escambia County and necessary for the governing body of Escambia County to approve the Escambia Project for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

**WHEREAS**, Santa Rosa has presented Escambia with a report of such public hearing (the "Report"); and

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

**SECTION 1. INTERLOCAL AGREEMENT APPROVED.** The Interlocal Agreement between Escambia and Santa Rosa, in substantially the form attached hereto as Exhibit "A," is approved, with such changes as shall be approved by the Chairman or the Vice-chairman after consultation with the Attorney for Escambia. The proper officers of Escambia are hereby authorized and directed to execute and deliver the final Interlocal Agreement. Execution and delivery of the Interlocal Agreement shall constitute conclusive evidence of its final approval by such officers and Escambia.

**SECTION 2. FINANCING APPROVED.** The Board hereby approves the Financing of the Escambia Project for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.

THE FINANCING SHALL NOT BE OR CONSTITUTE AN OBLIGATION OF ESCAMBIA COUNTY, AND NO OBLIGATION ISSUED TO EVIDENCE THE FINANCING SHALL BE A GENERAL OR SPECIAL OBLIGATION OF ESCAMBIA COUNTY, FLORIDA. THE EVIDENCE OF THE FINANCING SHALL CONTAIN ON ITS FACE A SPECIFIC LEGEND TO THE EFFECT THAT SUCH OBLIGATIONS DO NOT CONSTITUTE OBLIGATIONS OF ESCAMBIA COUNTY. NOTHING HEREIN OR IN THE PRELIMINARY RESOLUTION SHALL GIVE RISE TO ANY FINANCIAL LIABILITY, OR PECUNIARY OBLIGATION OF ESCAMBIA COUNTY. NEITHER THE FAITH, CREDIT OR ANY TAXING POWER OF ESCAMBIA COUNTY IS PLEDGED TO THE REPAYMENT OF THE OBLIGATIONS EVIDENCING THE FINANCING.

**SECTION 3. AUTHORIZATION OF ALL OTHER NECESSARY ACTION.** The Chairman or Vice-Chairman and Clerk to the Board, the counsel for Escambia, are each designated agents of Escambia in connection with the Financing, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Escambia which are necessary or desirable in connection with the Financing and the approval of the Escambia Project and which are not inconsistent with the terms and provisions of this Resolution and other actions relating to the Financing and the Escambia Project heretofore taken by Escambia.

**SECTION 4. BORROWER LIABLE.** Escambia's approval of the Financing shall be subject in all respects to compliance by the Borrower with all requirements of Escambia's code of ordinances relating to conduit bonds and bank qualified borrowings. Further, the Borrower shall be liable for all costs incurred by Escambia in connection with the Financing and this resolution and other actions relating to the Financing and the Escambia Project heretofore taken by Escambia

**SECTION 5. REPEALER.** All resolutions or Resolutions or parts thereof of Escambia County in conflict with the provisions herein contained are, to the extent of any such conflict, hereby superseded and repealed.

**SECTION 6. LIMITED APPROVAL.** The approval given herein shall not be construed as (i) an endorsement or guaranty of the creditworthiness of the Borrower or the financial viability of the Escambia Project, (ii) a recommendation to any other prospective lender to participate in the Financing, or (iii) any necessary governmental approval relating to the Escambia Project, and Escambia 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 Escambia's rights or estopping Escambia from asserting any rights or responsibilities it may have in that regard.

**SECTION 12. EFFECTIVE DATE.** This resolution shall take effect immediately upon its adoption this 5<sup>th</sup> day of May, 2011.

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

(SEAL)

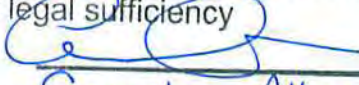
By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST:

**ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

\_\_\_\_\_  
Deputy Clerk

This document approved as to form  
and legal sufficiency

By   
Title County Attorney  
Date 4/21/11

**EXHIBIT "A"**  
**FORM OF INTERLOCAL AGREEMENT**

[Follows]

## **INTERLOCAL AGREEMENT**

This **AGREEMENT** made and entered into this \_\_\_\_ day of May, 2011, by and between **ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as “**ESCAMBIA**”), and **SANTA ROSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as “**SANTA ROSA**”);

### **WITNESSETH:**

**WHEREAS**, United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the “**Borrower**”) has requested Santa Rosa, as issuer, to assist the Borrower in a tax-exempt lease financing with a principal component not in excess of \$2,350,000 (the “**Financing**”) to provide funds to finance the costs of the acquisition, installation and equipping of certain social service center facilities to assist individuals with cerebral palsy located or to be located at the following locations, among others (i) 2912 North E Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative facility; (ii) 2600 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32505 for use as a technical educational/training facility; (iii) 4901 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32506 for use as an educational/training facility; (iv) 3841 Nobles Street, Pensacola, Florida (Escambia County) 32514 for use as a group home; (v) 3016 Swan Lane, Pensacola, Florida (Escambia County) 32504 for use as a group home; (vi) 7095 Kelvin Terrace, Pensacola, Florida (Escambia County) 32503 for use as a group home; (vii) 1000 W Leonard Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative/training facility; and (viii) 8330 Pilgrim Road, Pensacola, Florida (Escambia County) 32514 for use as a group home (collectively, the “**Escambia Project**”) to be owned and operated by the Borrower; and

**WHEREAS**, the Escambia Project is in the area of operation of Escambia and will provide a public purpose; in furtherance of the purposes for which Escambia was created; and

**WHEREAS**, since a portion of the Financing is to finance and/or refinance the Escambia Project, it is useful and desirable for the Borrower and Santa Rosa to obtain the consent of Escambia; and

**WHEREAS**, Section 163.01, Florida Statutes, and other applicable provisions of law authorize this Agreement by conferring upon Santa Rosa, as a public agency within the meaning of said section, the authority to exercise or contract by agreement for Santa Rosa to exercise those powers which are common to it and Escambia for the purpose of issuing bonds or notes to (1) make available funds to finance the Escambia Project located within the jurisdiction of Escambia in accordance herewith, (2) establish the reserves therefor, if any, and (3) pay the costs of issuance thereof.

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Authorization to Issue Bonds/Notes and Apply Proceeds.**

Escambia hereby authorizes Santa Rosa to issue bonds or notes and apply sufficient proceeds of the Financing from time to time for the purpose of financing the Escambia Project by making funds available to the Borrower for the Escambia Project. Santa Rosa shall be the bond or note issuing agency with respect to such Escambia Project. All revenues generated by bonds or notes issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by Santa Rosa or its agents and all payments due from such revenues shall be paid by Santa Rosa or its agents without further action by Escambia.

**Section 2. Administration.**

Santa Rosa hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that Escambia retains and reserves its right to require reasonable reporting on programs operated within the area of operation of Escambia. Santa Rosa and its agents shall provide Escambia with such reports as may be necessary to account for funds generated by this Agreement, upon written request.

Santa Rosa shall have full authority and responsibility to negotiate, define, validate, market, sell, issue and deliver its Bonds, based upon the amounts required for the financing of the Escambia Project, and to take such other action as may be necessary or convenient to accomplish such purpose.

**Section 3. Fees and Expenses.**

The fees and expenses of Escambia shall be paid by the Borrower at or prior to issuance of the bonds or the notes related to the Financing. The Borrower shall be liable for all costs incurred by Escambia in connection with the Financing. The Borrower shall comply with all requirements of Escambia's code of ordinances relating to conduit bonds and bank qualified borrowings.

**Section 4. Term.**

This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated during any period in which any Bonds issued pursuant to the terms hereof remain outstanding (or a purchase contract for such Bonds is in effect), or during any period in which the proceeds of such Bonds are still in the possession of Santa Rosa, the Borrower or their agents pending distribution, unless either (1) the parties to this Agreement mutually agree in writing to the terms of such termination or (2) such termination, by its terms, only applies prospectively to the authorization to issue the bonds or notes related to the Financing for which no purchase contract has been entered into. It is further agreed that in the event of termination the parties to this Agreement will provide continuing cooperation to each other in fulfilling the obligations associated with the Financing pursuant to this Agreement.



Nothing provided herein shall transfer any rights or stop Escambia from exercising any rights of approval or review Escambia may have with respect to the acquisition, construction, or operation of the Escambia Project under law or contract, including, without limitation, any rights of approval or review with respect to land use permitting or as owner or lessor of any property on which the Escambia Project is located or which is affected by the Escambia Project.

**Section 5. Allocation of Financing**

Santa Rosa and Escambia irrevocably agree to the following allocation of proceeds from the Financing for purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended:

Escambia        \$ \_\_\_\_\_  
Santa Rosa      \$ \_\_\_\_\_

**Section 6. Indemnity.**

Santa Rosa agrees that, to the extent permitted by law, Santa Rosa will require the Borrower to hold (i) Escambia, its officers, agents and employees, harmless from any and all cost, expense, charges or liability, including payment of all applicable costs and reasonable attorneys fees, arising out of or attributable to Escambia’s involvement with the financing and/or operation of the Escambia Project, including but not limited to the repayment of principal of and interest or penalty on the bonds or notes related to the Financing and payment or reimbursement of any costs, fees, charges or other amounts that may become payable in any manner whatsoever relating to such bonds or notes, any governmental proceedings in connection therewith, or relating to or arising on account of this Agreement, and (ii) the members and officials of Escambia harmless from any and all liability, including payment of all applicable costs and reasonable attorneys fees, in connection with the approval rendered pursuant to applicable federal and Florida laws. Santa Rosa agrees that any offering, circular or official statement approved by and used in marketing the bonds or notes will include a statement to the effect that owners of such bonds or notes may not look to Escambia for payment of the principal and interest or premium thereon or other payments in respect thereto.

No representation is made by Escambia as to the validity or legality of the bonds or notes or the exclusion from gross income for federal income tax purposes of interest thereon. Escambia has and shall incur no liability or obligation with respect to the Financing and by executing this Agreement, assumes no responsibility, obligation or liability with respect to the Financing or any assets or facilities financed thereby or in any way arising out of the issuance or sale of any bonds or notes or the financing, acquisition, construction or operation of the Escambia Project.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the \_\_\_\_ day of May, 2011.

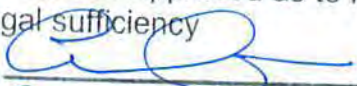
**ESCAMBIA COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Kevin W. White, Chairman

ATTEST:

**ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT**

This document approved as to form  
and legal sufficiency  
By   
Title County Attorney  
Date 4/21/11

\_\_\_\_\_  
Deputy Clerk

**SANTA ROSA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Lane Lynchard, Chairman

ATTEST:

**MARY JOHNSON**

By: \_\_\_\_\_  
Its: Clerk of Circuit Court, ex-officio Clerk  
to the Board of County Commissioners of Santa Rosa  
County, Florida

**EXHIBIT "B"**  
**REPORT OF HEARING OFFICER**

[Follows]

## CERTIFICATE OF PUBLIC HEARING

The Board of Commissioners of Santa Rosa County, Florida (the "County") held a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulation Section 5f. 103-2(f)(2) and other regulations promulgated under the Code, at 9:30 a.m., on Thursday April 14, 2011 in meeting chambers at its Administrative Building located at 6495 Caroline Street, Milton, Florida, for the purpose of providing a reasonable opportunity for interested individuals in Santa Rosa County and Escambia County to express their views, either orally or in writing, on the proposed tax exempt lease financing (the "Financing") by the County, which Financing is referred to in the Notice of Public Hearing (the "Santa Rosa County Notice") published in the *Press Gazette* of Milton, Florida on March 26, 2011, and the Notice of Public Hearing (the "Escambia County Notice") published in the *Pensacola News Journal* on March 31, 2011, for the purpose of financing or refinancing of social service facilities to assist individuals with cerebral palsy located at (i) 5308 Stewart Street, Milton, Florida (Santa Rosa County) 32570 for use as an educational/training facility; (ii) 3004 Rosa Del Villa Drive, Gulf Breeze, Florida (Santa Rosa County) 32563 for use as a group home; (iii) 2912 North E Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative facility; (iv) 2600 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32505 for use as a technical educational/training facility; (v) 4901 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32506 for use as an educational/training facility; (vi) 3841 Nobles Street, Pensacola, Florida (Escambia County) 32514 for use as a group home; (vii) 3016 Swan Lane Pensacola, Florida 32504 for use as a group home; (viii) 7095 Kelvin Terrace, Pensacola, Florida (Escambia County) 32503 for use as a group home; (ix) 1000 W Leonard Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative/training facility; (x) 8330 Pilgrim Road, Pensacola, Florida (Escambia County) 32514 for use as a group home (collectively, the "Project") for use by United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower").

Lane Lynchard, Chairman of the Board of Commissioners of the County, presided at the hearing and an affidavit of publication of the Santa Rosa County Notice is attached hereto as **Exhibit "A"** and made a part hereof, and an affidavit of publication of the Escambia County Notice is attached hereto as **Exhibit "B"** and made a part hereof.

There were no written or oral protests related to the Project, the location of the Project or the issuance or the Financing.

**IN WITNESS WHEREOF**, the County Attorney of Santa Rosa County, Florida, has caused this certificate to be executed and delivered as of this 14th day of April, 2011.

**OFFICE OF COUNTY ATTORNEY OF SANTA ROSA  
COUNTY, FLORIDA**

By: \_\_\_\_\_

Angela J. Jones, County Attorney

# PRESS GAZETTE

Published Bi-Weekly  
6629 Elva Street - Phone 623-2120  
Milton, Santa Rosa County, Florida 32570

## STATE OF FLORIDA COUNTY OF: SANTA ROSA

Before the undersigned authority personally appeared

**Tracie Smelstoys**

who on oath says that she is

**Cashier**

of the Press Gazette, a bi-weekly newspaper published at Milton in Santa Rosa County, Florida; that the attached copy of advertisement, being a

### NOTICE OF PUBLIC HEARING SANTA ROSA COUNTY, FLORIDA

In the Court  
was published in said newspaper in the issues of  
**3/26/2011**

Affiant further says that the said Press Gazette is a newspaper published at Milton in said Santa Rosa County, Florida, and that the said newspaper has heretofore been continuously published in said Santa Rosa County, Florida, each week and has been entered as second class mail matter at the post office in Milton, in Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he 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 said newspaper.

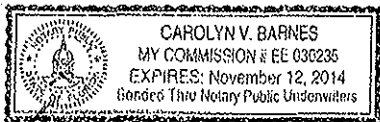
I (SWEAR)(AFFIRM) that the above information is true and correct to the best of my knowledge.

*Tracie Smelstoys*  
(Signature of Applicant)

Sworn to and subscribed before me this 26TH  
day of MARCH, 2011.

*Carolyn V. Barnes*

(Signature of Notary Public-State of Florida)



Personally known  or produced identification

Type of identification produced \_\_\_\_\_

2600 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32505 for use as a I . o . c . h . n . l . e . a . l educational/training facility; (v) 4901 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32506 for use as an educational/training facility; (vi) 3841 Nobles Street, Pensacola, Florida (Escambia County) 32514 for use as a group home; (vii) 3016 Swan Lane, Pensacola, Florida 32504 for use as a group home; (viii) 7095 Kelvin Terrace, Pensacola, Florida (Escambia County) 32503 for use as a group home; (ix) 1000 W. Leonard Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative/training facility; (x) 8330 Pilgrim Road, Pensacola, Florida (Escambia County) 32514 for use as a group home (collectively, the "Project") for use by United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower"). The Project shall be owned and operated by the Borrower. This hearing shall be considered a joint hearing for all of the facilities located or to be located in both Santa Rosa County, Florida, and Escambia County, Florida. The Financing will not constitute an indebtedness of Santa Rosa County, Escambia County or the State of Florida (the "State") or any political subdivision of the State within the meaning of any constitutional or statutory debt limitation or restriction. The ad valorem taxing power of Santa Rosa County or Escambia County may not ever be compelled to be exercised to make payments related to the Financing. No property of Santa Rosa County, Escambia County or the State or any political subdivision thereof

will be pledged for payments related to the Financing.

At such meeting, persons will be given an opportunity to express their views, both orally and through written statements which are submitted to Santa Rosa County prior to or at the public hearing. For further information regarding the proposed Financing, contact Mr. David B. Ringelstein, II, Esq., counsel to Regions Equipment Finance Corporation at (205) 423-3609. For further information regarding the Borrower (United Cerebral Palsy of Northwest Florida, Inc.), contact Ms. Trudy O'Brien at (850) 432-1696.

Should any person decide to appeal any decision made by Santa Rosa County, he or she will need a record of the proceedings, and may need to ensure that a verbatim record of the proceedings is made, which record must include testimony and evidence upon which the appeals may be based.

Americans with Disabilities: The Board of County Commissioners (the "Board") of Santa Rosa County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting as provided for in the Americans with Disabilities Act should contact David B. Ringelstein, II, Esq. at 205-423-3609.

This Notice is published pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1996, as amended, and Treasury Regulations Section 51.103-2. The public hearing shall be considered a combined public hearing of both Santa Rosa County and Escambia County pursuant to Treasury Regulation Section 51.103-2(d)(2) since the seat of government of both Santa Rosa County, Florida and Escambia County, Florida are less than 100 miles apart.  
SANTA ROSA COUNTY, FLORIDA

032611 (1)  
3/188

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 advertisement in the matter of:

**Notice of Public Hearing**

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

March 31, 2011

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County and Santa Rosa County, Florida, and that the said newspaper has heretofore been published in said Escambia County and Santa Rosa County, Florida, and has been entered as second class matter at the Post Office in said Escambia County and Santa Rosa 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 31<sup>st</sup> Day of March, 2011, by **Anna Hammes** who is personally known to me.

Anna Hammes Affiant

[Signature] Notary Public

**NOTICE OF PUBLIC HEARING  
SANTA ROSA COUNTY, FLORIDA**

**NOTICE IS HEREBY GIVEN**, that the Board of County Commissioners of Santa Rosa County, Florida ("Santa Rosa County") will hold a public hearing on Thursday, April 14, 2011, at 9:30 a.m. or as soon thereafter as the matter may be heard, at the following location:

Santa Rosa County Administrative Building  
Board Room  
6495 Caroline Street  
Milton, Florida

for the purpose of receiving comments and hearing discussion concerning a plan of finance involving a tax-exempt lease financing (the "Financing") by Santa Rosa County in a principal amount not exceeding \$2,350,000 to finance or refinance social service center facilities to assist individuals with cerebral palsy located at: (i) 5308 Stewart Street, Milton, Florida (Santa Rosa County) 32570 for use as an educational/training facility; (ii) 3004 Rosa Del Villa Drive, Gulf Breeze, Florida (Santa Rosa County) 32563 for use as a group home; (iii) 2912 North E Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative facility; (iv) 2600 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32505 for use as a technical/educational/training facility; (v) 4901 W. Fairfield Drive, Pensacola, Florida (Escambia County) 32506 for use as an educational/training facility; (vi) 3641 Nobles Street, Pensacola, Florida (Escambia County) 32514 for use as a group home; (vii) 3016 Swan Lane Pensacola, Florida 32504 for use as a group home; (viii) 7095 Kelvin Terrace, Pensacola, Florida (Escambia County) 32503 for use as a group home; (ix) 1000 W Leonard Street, Pensacola, Florida (Escambia County) 32501 for use as an administrative/training facility; (x) 8330 Pilgrim Road, Pensacola, Florida (Escambia County) 32514 for use as a group home (collectively, the "Project") for use by United Cerebral Palsy of Northwest Florida, Inc., a Florida not-for-profit corporation (the "Borrower"). The Project shall be owned and operated by the Borrower. This hearing shall be considered a joint hearing for all of the facilities located or to be located in both Santa Rosa County, Florida, and Escambia County, Florida.

The Financing will not constitute an indebtedness of Santa Rosa County, Escambia County or the State of Florida (the "State") or any political subdivision of the State within the meaning of any constitutional or statutory debt limitation or restriction. The ad valorem taxing power of Santa Rosa County or Escambia County may not ever be compelled to be exercised to make payments related to the Financing. No property of Santa Rosa County, Escambia County or the State or any political subdivision thereof will be pledged for payments related to the Financing.

At such meeting, persons will be given an opportunity to express their views, both orally and through written statements which are submitted to Santa Rosa County prior to or at the public hearing. For further information regarding the proposed Financing, contact Mr. David B. Ringelstein II, Esq., counsel to Regions Equipment Finance Corporation at (205) 423-3609. For further information regarding the Borrower (United Cerebral Palsy of Northwest Florida, Inc.), contact Ms. Trudy O'Brien at (850) 432-1596.

Should any person decide to appeal any decision made by Santa Rosa County, he or she will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record must include testimony and evidence upon which the appeals may be based.

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This Notice is published pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 5f.103-2. The public hearing shall be considered a combined public hearing of both Santa Rosa County and Escambia County pursuant to Treasury Regulation Section 5f.103-2(d)(2) since the seat of government of both Santa Rosa County, Florida and Escambia County, Florida are less than 100 miles apart.

SANTA ROSA COUNTY, FLORIDA

Legal No. 1516824 1T March 31, 2011

**GRANT PAQUIN**  
Notary Public, State of Florida  
My Commission Expires May 31, 2014  
Commission No. DD996828



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**AI-702**

**County Attorney's Report Item #: 12. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 05/05/2011

**Issue:** A Resolution Regarding Transferring Fee Simple Title to Pensacola Beach Leaseholders

**From:** Alison Rogers

**Organization:** County Attorney's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

**Recommendation Concerning a Resolution Regarding Transferring Fee Simple Title to Pensacola Beach Leaseholders**

That the Board approve the attached Resolution concerning the transfer of fee simple title to Pensacola Beach leaseholders.

**BACKGROUND:**

At the April 12, 2011 COW the Board authorized the County Attorney's Office to draft a Resolution indicating the Board's intent relative to transfer of fee simple title to Pensacola Beach leaseholders as follows:

- A. Only proceed with the transfer to fee simple ownership if the U. S. Congress amends the federal deed, any applicable federal law and only if the Escambia County Property Appraiser legally assesses ad valorem taxes on both the improvements and land on Santa Rosa Island.
- B. If the option of fee simple title is available, it will be offered directly to sublessees wherever practical, legal and possible.
- C. In the event fee simple title is available, and taxes are assessed on improvements and land, Escambia County will make efforts to eliminate lease fees for all leaseholders, including those who do not accept fee simple title.
- D. Escambia County will maintain an entity on Santa Rosa Island to oversee certain services to help ensure the current levels of service regarding public safety, maintenance, recreation and promotions are upheld.
- E. Escambia County does not intend to amend upwards the Pensacola Beach dwelling unit cap nor does it intend to amend the relevant portions of the Escambia County Master Plan or upzone properties unless proper quasi-judicial procedures warrant it.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Through the direction of the Board of County Commissioners the County Attorney's Office has drafted the attached Resolution.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution



**RESOLUTION R2011-\_\_\_\_\_**

**A RESOLUTION OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING POLICY INTENTIONS FOR SANTA ROSA ISLAND IN THE EVENT FEE SIMPLE OWNERSHIP BECOMES AVAILABLE; DIRECTING THE CLERK OF COURT TO DISTRIBUTE COPIES; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 18, 2010 and January 20, 2011 the Escambia County Board of County Commissioners enacted Joint Resolutions (R2010-214 and R2011-20) with Santa Rosa County which requested Congressional sponsorship of a bill that would amend the federal deed regarding property on Santa Rosa Island; and

**WHEREAS**, should the proposed bill become law, Escambia County would be able to convey fee simple ownership of properties on Santa Rosa Island; and

**WHEREAS**, for those leaseholders within the jurisdictional boundaries of Escambia County, the potential of fee simple ownership on Santa Rosa Island poses uncertainties regarding the procedures that may be used for such conveyances; and

**WHEREAS**, the Escambia County portion of Santa Rosa Island is overseen by the Santa Rosa Island Authority, a special district supported by lease fees; and

**WHEREAS**, the Escambia County Board of County Commissioners desires to set forth some intentions of how fee simple could be conveyed to leaseholders and regarding the potential future for oversight of the Escambia County portion of Santa Rosa Island; and

**WHEREAS**, the Escambia County Board of County Commissioners finds it is in the interest of Escambia County as well as its residents and visitors, to set forth some intent regarding this process without legally binding Escambia County at this early juncture.

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

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference in the body of this Resolution.
2. **Intentions.** The Escambia County Board of County Commissioners hereby resolves that it is their intent to proceed as set forth below:
  - A. Only proceed with the transfer to fee simple ownership if the U. S. Congress amends the federal deed, any applicable federal law and only if the Escambia County Property Appraiser legally assesses ad valorem taxes on both the improvements and land on Santa Rosa Island.

B. If the option of fee simple title is available, it will be offered directly to sublessees wherever practical, legal and possible.

C. In the event fee simple title is available, and taxes are assessed on improvements and land, Escambia County will make efforts to eliminate lease fees for all leaseholders, including those who do not accept fee simple title.

D. Escambia County will maintain an entity on Santa Rosa Island to oversee certain services to help ensure the current levels of service regarding public safety, maintenance, recreation and promotions are upheld.

E. Escambia County does not intend to amend upwards the Pensacola Beach dwelling unit cap nor does it intend to amend the relevant portions of the Escambia County Master Plan or upzone properties unless proper quasi-judicial procedures warrant it.

3. **Distribution.** The Clerk of the Board of the Escambia County Board of County Commissioners shall furnish a certified copy of this Resolution to W. A. "Buck" Lee, Executive Director of the Santa Rosa Island Authority and Jim Cox, President of the Pensacola Beach Advocates.

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

ADOPTED by the Escambia County Board of County Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

\_\_\_\_\_  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency

By 

Title County Attorney

Date 4/18/11



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

AI-733

County Attorney's Report Item #: 12. 2.

BCC Regular Meeting

Action

Meeting Date: 05/05/2011

Issue: Authorization for the County Attorney's Office to Pursue Reimbursement From its Outside Workers' Compensation Counsel

From: Ryan E. Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

---

### Information

#### RECOMMENDATION:

Recommendation that the Board authorize the County Attorney's Office to pursue reimbursement from its outside workers' compensation counsel

That the Board authorize the County Attorney's Office to pursue reimbursement from its outside workers' compensation counsel for failing to adequately secure the County's interest in receiving proceeds from the state's Special Disability Trust Fund, to include settlement discussions and the filing of a civil claim in circuit court.

#### BACKGROUND:

In 1993, former employee George Cato was injured in the course of his employment with the County. At that time, the County retained an outside firm to represent it in workers' compensation proceedings. The County began paying permanent impairment benefits to Mr. Cato in 2008.

Under Florida law on the date of injury, the County is entitled to seek reimbursement for permanent impairment benefits from the state's Special Disability Trust Fund ("SDTF"). In 1997, outside counsel filed a claim for SDTF reimbursement. The SDTF advised outside counsel that it had one year to file a proof of claim. Outside counsel filed a proof of claim, but it was incomplete because the County had not yet paid permanent impairment benefits. SDTF advised outside counsel of this deficiency. Pursuant to Section 440.49(7)(c), Florida Statutes, outside counsel could either submit a complete proof of claim within one year from filing the notice of claim, or it could withdraw the claim until it had paid permanent benefits and the claim had matured. Outside counsel did neither. Thus, when the County's current outside workers' compensation counsel (Public Entity Legal Solutions ("PELS")) sought SDTF reimbursement in 2008, the SDTF denied the claim as untimely. PELS appealed the denial, and the First District Court of Appeal upheld the denial of reimbursement on June 3, 2009.

The outside firm was the McConnaughay firm, a workers' compensation firm with offices throughout Florida. The McConnaughay firm is currently representing the County through the County's workers' compensation insurance carrier. The attorney who represented the County in the referenced proceedings does not work for the firm at the present time and the County enjoys a good working relationship with its current attorney.

The excess carrier for this case has indicated that it will seek reimbursement from the County for the amount that *should have been* provided through the SDTF trust fund. PELS estimates this amount as \$333,994.21. The failure to receive reimbursement was due to the omissions of outside counsel and not due to any omissions by the County. Accordingly, the County Attorney's Office is seeking authorization to pursue reimbursement from outside counsel and/or its insurance carrier. The County Attorney's Office, working with PELS, will seek reimbursement through negotiation and through filing an appropriate claim in circuit court.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

This recommendation prepared by Ryan E. Ross, Assistant County Attorney.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

AI-726

County Attorney's Report Item #: 12. 1.

BCC Regular Meeting

Discussion

Meeting Date: 05/05/2011

Issue: Amending Discipline Policy, Section II, Part C.2 and Clarifying Resolution R2006-232 and Authorizing Addendum to Job Descriptions 912, 913 and 915

From: Alison Rogers

Organization: County Attorney's Office

CAO Approval:

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning (A) Amending the Board's Discipline Policy, Section II, Part C.2; (B) Clarifying that Resolution R2006-232 is in effect; (C) Authorizing Addendum to Job Description numbers 912, 913 and 915

That the Board take the following action:

- A. Amend its Discipline Policy, Section ii, Part C.2 to allow Code Enforcement Officers to carry concealed weapons only if certain conditions are met (copy attached); and
- B. Clarify that Resolution R2006-232 is in effect (copy attached); and
- C. Authorize Addendum to Job Description numbers 912, 913 and 915 (copy attached).

**BACKGROUND:**

At the COW meeting on April 12, 2011, the Board directed staff to develop a concealed weapons policy for Code Enforcement Officers. This recommendation is not intended to affect any Florida Retirement System (FRS) classification of County Code Enforcement Officers.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office has drafted the attached amendment to the Board's Discipline Policy.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Amended Discipline Policy, Section II, Part C.2

Resolution R2006-232

Addendum to Job Descriptions 912, 913 and 915

Email dated Feb. 18, 2009 from FRS

# **Board of County Commissioners**

## **Escambia County, Florida**

Title: Discipline Policy, Section II, Part C.2  
Date Adopted: January 26, 1981  
Effective Date: May 5, 2011, as amended  
Reference:  
Policy Amended: April 15, 2004 (Previously known as "Reprimands, Suspensions, and/or Dismissals" Policy); May 5, 2011

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### **A. PURPOSE**

To establish a uniform, fair, and standardized means by which the Escambia County Board of County Commissioners (BCC) may administer a program of disciplinary procedures and guidelines.

### **B. SCOPE**

This policy shall apply to all employees serviced by the Escambia County BCC Human Resources Department. This includes, for example, full-time, part-time, seasonal, and relief employees. Employees contracted for work through an agency other than Escambia County, and who are paid by that agency, are not subject to the provisions of this policy.

### **C. GENERAL**

1. Discipline is action taken against an employee when a rule of the County or department is violated, when work performance is not satisfactory, or when other inappropriate behavior is exhibited. A discipline program should exhibit promptness, impartiality, consistency, and fairness, where employees know what to expect as the result of certain behaviors on the job.
2. The Board of County Commissioners generally follows a policy of progressive discipline. The purpose of a progressive disciplinary procedure is to give the employee adequate notice and opportunity to correct any deficiencies, and its focus is on prevention of future violations rather than on punishment. The disciplinary action taken is normally to be the least serious needed to prevent future instances of inappropriate behavior. If inappropriate behavior continues, the employee can expect further, and more serious discipline. This policy does not restrict the imposition of a suspension or termination in matters that are considered gross violations or which could affect the safety or security of the workforce. A copy of any disciplinary action placed in a Bargaining Unit (BU) employee's permanent personnel file will be provided to the union within two working days following the imposition of discipline.
3. The types of disciplinary action, in order of their severity, are:
  - a. *Letter of Counseling*

A Letter of Counseling is the least severe type of disciplinary action and may be used to admonish an employee for committing a minor violation when verbal counseling, correction and/or guidance has failed to provide the necessary corrective action. The “Notice of Letter of Counseling” at Appendix 2 provides documentation that the counseling occurred, outlining the shortcomings or violations and then offering recommendations for improvement. Documentation is maintained at the department level. The employee will be responsible for providing a copy of the Letter of Counseling to the union.

b. *Written Reprimand*

A Written Reprimand is admonishment given to the employee in writing, and is always placed in the official personnel file in Human Resources. This form of discipline is more serious than a Letter of Counseling, but less serious than a suspension. A Written Reprimand often serves as the type of discipline given for a repeated offense of minor violations or for the first offense of a more serious infraction. The “Notice of Written Reprimand” form at Appendix 3 will be completed by the supervisor and forwarded to Human Resources for inclusion in the employee’s official personnel file. If a Letter of Counseling has been issued previously, a copy may be attached as supporting documentation.

c. *Suspension Without Pay*

A suspension is the most severe form of discipline, short of termination, and usually involves time off without pay. It is used when a written reprimand has not corrected the inappropriate behavior or when an offense is more serious than that warranting a reprimand. A suspension may last from one (1) to thirty (30) days depending on the seriousness of the infraction. Any suspension shall utilize the “Notice of Disciplinary Action” form and will be processed through the HR Director for review and then approved by the County Administrator or designee.

d. *Suspension With Pay*

1. If it is determined by the Department Director that an employee poses a threat, such as health and safety, to himself and/or other employees, or if it is suspected that wrong-doing of a serious nature has occurred, that employee may be suspended with pay pending investigation.
2. If circumstances warrant quick action, the Department Director may suspend an employee immediately if it is prudent to do so. The Human Resources Director must be notified as soon as possible.
3. The Human Resources Director may approve up to forty (40) hours of Suspension With Pay. Subsequent extensions of this time may be requested and will require approval of the County Administrator

e. *Termination*

Termination from employment is the most severe form of discipline. It is normally used when an employee has been disciplined repeatedly and commits yet another infraction. It may also be used when the employee has committed a very serious infraction, regardless of disciplinary history. For classified employees, it will be submitted for approval on the form, “Notice of Disciplinary Action.”



4. For purposes of progressive discipline, the BCC will not rely upon any disciplinary action in excess of two (2) years old, unless the violation is the type of conduct that is prohibited by state or federal law or is a traffic/vehicle violation or negligence.
5. Any disciplinary action placed in an employee's official personnel file shall remain a part of the official file for the minimum five (5) year statutory requirement established by the Records Retention Schedule of the State of Florida
6. An employee for whom formal disciplinary action (suspension or termination) is being considered should, when possible, be allowed notice prior to imposition of such action by the use of the "Notice of Pending Disciplinary Action" form at Appendix 1. The employee will have five (5) working days in which to respond in writing and explain why the action should not be taken. Failure to respond within that period will not delay administering of the disciplinary action. There may be occasions at which prior notification is not reasonable, particularly if the violation is severe enough to warrant immediate action. Use of this form is not required prior to administering informal discipline such as a Letter of Counseling or Written Reprimand.
7. Suspension (for any reason), termination, unsatisfactory performance appraisals, and Performance Improvement Plans (PIP), are permanent actions and will be retained in the official personnel file indefinitely.
8. Any disciplinary action recommending a suspension or termination will be coordinated with the Human Resources Director prior to imposing disciplinary action. Such actions will require notification of the County Administrator or designee prior to imposition.
9. An effective discipline program is characterized by the uniform application of rules and regulations. Generally, like offenses should result in similar disciplinary actions. At the same time, the supervisor administering the discipline may consider additional factors as specified in paragraphs C.10. and C.11.
10. It is recognized that similar offenses may result in different disciplinary actions, depending on work history, circumstances, and the severity of the offense. For example, an employee who is charged with "absence without approved leave" for a two week absence may receive a suspension while an employee who is charged with "absence without approved leave" for a two hour absence may only receive a written reprimand. Both employees are charged with the same offense, but receive different disciplinary actions.
11. Other factors that may influence the severity of disciplinary action include, but are not limited to, the following: the length of the employee's service, the quality of the employee's service, the cost involved and the cooperation of the employee in the investigation of the specific incident. Ensuring that disciplinary actions are administered in a fair, consistent, and non-discriminatory manner is ultimately the responsibility of the County Administrator.
12. An employee may not be punished more than once for the same offense by any other management official of the BCC. Previous offenses may, however, be taken into account when considering future discipline. Disciplinary actions by law enforcement or any other outside agency does not prohibit the BCC from also taking disciplinary action. For example, if an employee is issued a citation by law enforcement during the investigation of an "at fault" accident, this does not prohibit the BCC from imposing disciplinary action as well.

13. In determining the proper level of disciplinary action which would be suitable to a particular offense, refer to the “Recommended Guidelines for Disciplinary Actions” at Appendix 4. This table provides examples of misconduct but may not be all inclusive. The County has the right to discipline an employee for offenses not specifically listed. If an act or violation is of a very serious nature, intermediate levels of discipline may be bypassed with more severe penalties imposed.
14. In addition to a thorough narrative of the offense in question, the supervisor should cite any applicable “Violation Reference” code found on the table at Appendix 4. More than one violation may be cited in making record of the disciplinary action. The specific action or punishment taken is at the discretion of the supervisor administering the discipline.
15. Possession of unauthorized firearms, explosives, or weapons on County property, including vehicles, shall result in a minimum suspension of five (5) days on the first offense. Items are “unauthorized” if they are in violation of state or federal law, or are on County property without the written permission of the Department Director. Any subsequent offense shall result in termination. If a weapon is used or presented in a manner so as to threaten or intimidate another person, termination shall result on a first offense.

The only exception is County Code Enforcement Officers, who may carry a concealed weapon during work hours in County buildings or in County vehicles if the following conditions are met:

1. The officer has obtained, on his or her own time and with his or her own resources, a concealed weapons permit from the State of Florida, pursuant to chapter 790, Fla. Stat. and has provided a copy of the permit to the Human Resources Director. An FDLE certification or other similar certification shall not substitute for the concealed weapons permit. The officer must inform Human Resources immediately of any event which could affect his or her eligibility to maintain the concealed weapons permit or any change in the status of the concealed weapons permit; and
  2. The officer may only carry a privately-purchased or obtained weapon; County-provided weapons may only be used for County-provided or directed training purposes; and
  3. At all times, the officer must follow state and federal law regarding the display, use and storage of the weapon; and
  4. The weapon may never be displayed or discharged during the course of the officer’s regular duties unless it is purely for self-defense as delineated by state and federal law; and
  5. When the officer is in County buildings, the weapon shall be properly and legally stored in the officer’s private or County vehicle.
16. Infractions which are considered Ethics Violations may be further explained or defined by the BCC Ethics Policy. This is not intended to prohibit traditional gift-giving at times such as birthdays, holidays, retirement, etc, so long as the dollar values are within the guidelines of the Ethics Policy. Monetary gifts are not considered appropriate.

**D. PROCEDURES & APPEALS**

1. If the actions necessary are not time-sensitive, the supervisor shall notify the employee (“Notice of Pending Disciplinary Action” form at Appendix 1) that formal disciplinary action, i.e. suspension, demotion, or termination, is being considered. This notification shall provide facts and a description of the alleged infraction(s) and the consequences, under consideration. The employee shall be given five (5) working days in which to provide a written response to the supervisor, showing cause as to why disciplinary action should not be taken. Infractions of a serious nature may require prompt action, not allowing for advance notification. Any written communication from the employee will permanently accompany the relevant disciplinary action.
2. In order to remain timely, the disciplinary action shall move to each next higher level for approval or disapproval within five (5) working days of signature of the previous authority.
3. The employee shall have ten (10) calendar days from notification to appeal a disciplinary action, in accordance with applicable BCC policy. The Human Resources Department will help assure administrative procedures are followed.
4. Only permanent employees in the Classified Service who have completed their initial probationary period may appeal Suspensions, Demotions, and Termination actions.
5. This section does not apply to Bargaining Unit employees unless agreed to in collective bargaining.

Enclosures

Escambia County  
Clerk's Original

12/13/2006 KATI-I

2006-001696 BCC  
Dec. 07, 2006 Page 5

RESOLUTION R-2006 - 232

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, FINDING THAT ESCAMBIA COUNTY CODE ENFORCEMENT OFFICERS SHOULD HAVE THE AUTHORITY TO CARRY WEAPONS OR FIREARMS FOR THE PURPOSE OF SELF-DEFENSE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, has created the Office of Environmental Enforcement for the purpose of enforcing its codes and ordinances; and

**WHEREAS**, pursuant to Chapter 30 of the Escambia County Code of Ordinances, the Board of County Commissioners has designated certain employees of the Office of Environmental Enforcement as code enforcement officers with the authority to issue citations for violations of Escambia County's codes and ordinances; and

**WHEREAS**, the Board of County Commissioners finds that in the course of carrying out their legal duties and responsibilities, code enforcement officers have been subject to assaults and threats of violence and deadly force by members of the public; and

**WHEREAS**, the Board of County Commissioners further finds that such assaults and threats interfere with the code enforcement officers' abilities to enforce Escambia County's codes and ordinances; and

**WHEREAS**, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County, the Office of Environment Enforcement's code enforcement officers should be allowed to carry weapons or firearms for the purpose of self-defense.

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

Section 1. That the Office of Environmental Enforcement should pursue any and all legal options under Florida law that would permit its code enforcement officers to carry weapons or firearms for the purpose of self-defense.

Section 2. That the Office of Environmental Enforcement shall not construe any legal authority to carry a weapon or firearm as providing its code enforcement officers with the authority to use a weapon or firearm for any purpose other than self-defense, unless provided by law.

Section 3. That this resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 7<sup>th</sup> day of December 2006.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

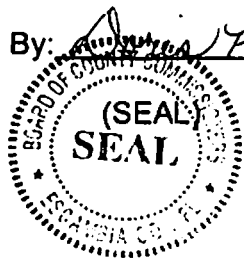
By: [Signature]  
Kevin W. White, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Date Executed

By: [Signature]

December 12, 2006




This document approved as to form and legal sufficiency.

By Ryan E. Ross [Signature]

Title Asst. County Attorney

Date Nov. 27, 2006



**Addendum to Job Description**  
**Numbers 912, 913, and 915**

This addendum to job description numbers 912, 913, and 915 is being provided to you to amend your current job description, effective February 19, 2008. The following rules will govern the performance and conduct of Environmental Enforcement Officers:

**A. Duties Not Within the Scope of Code Enforcement Officers**

1. The Honorable Ron McNesby, Sheriff, has withdrawn all affiliation with BCC Code Enforcement and has asked that all employees return their commission cards to the Sheriff's HR Office as soon as possible. (See attachment.)
2. Since you are not a law enforcement officer, you do not have the power to make arrests.
3. Florida Statutes states, "Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943-255."
4. Counties that follow Chapter 162 in enforcing its codes cannot delegate arrest power to Code Enforcement Officers.
5. Code Enforcement Officers are not entitled to openly display firearms.
6. Florida Statutes also limits those vehicles allowed to display "blue lights" to those of law enforcement officers.

**B. Duties Within the Scope of Code Enforcement Officers**

1. Independent of the Sheriff's authority, Escambia County may designate employees as Code Enforcement Officers and authorize them to enforce County codes and ordinances.
2. The Board of County Commissioners has authorized its Code Enforcement Officers to apply for and utilize valid concealed weapons permits for the purpose of self-defense. Officers have the same rights, obligations, and restrictions as an ordinary citizen.
3. The officer may not carry a firearm in a holster displayed openly on his or her belt. The firearm must be concealed, and the geographical location is significantly limited.
4. Code Enforcement Officers will be allowed to wear body armor as a component of their official uniform.

Receipt Acknowledged:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

c: Personnel Record, Human Resources Department

HR Dept 2-19-08

**Jennifer Echols**

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**From:** Bardin, Stephen [Stephen.Bardin@dms.myflorida.com]  
**Sent:** Wednesday, February 18, 2009 1:06 PM  
**To:** Jennifer\_Echols@co.escambia.fl.us  
**Cc:** John Weber  
**Subject:** RE: Escambia County BCC Environmental Enforcement Positions

Based on the documentation your agency submitted, the members listed below were no longer able to arrest law violators or suspected law violators after February 2008, as such your agency correctly ceased reporting them under the Special Risk Class.

Please let me know if you have any questions.

Sincerely,

Stephen M. Bardin  
Enrollment-SR UNIT  
Phone: 850-488-8837/Fax: 850-410-2164  
Email: Stephen.Bardin@dms.myflorida.com

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**From:** Bardin, Stephen  
**Sent:** Wednesday, February 18, 2009 1:58 PM  
**To:** 'Jennifer\_Echols@co.escambia.fl.us'  
**Subject:** RE: Escambia County BCC Environmental Enforcement Positions

Thank you. I am drafting a response for you.

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**From:** Jennifer Echols [mailto:Jennifer\_Echols@co.escambia.fl.us]

2/18/2009

**Sent:** Wednesday, February 18, 2009 1:50 PM  
**To:** Bardin, Stephen  
**Subject:** RE: Escambia County BCC Environmental Enforcement Positions

Steve-

The below email contains the names you are requesting.

Thanks,  
Jenny

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

**From:** Jennifer Echols [mailto:Jennifer\_Echols@co.escambia.fl.us]  
**Sent:** Wednesday, April 16, 2008 3:45 PM  
**To:** Bardin, Stephen  
**Cc:** John Weber; Gardner, Janice; Ron Sorrells; jjohnson@escambiaderk.com; Lorraine Hudson  
**Subject:** RE: Escambia County BCC Environmental Enforcement Positions

Steve-

Yes, our agency will be reporting these members under regular class on future retirement reports.

Thanks,  
Jenny

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

**From:** Bardin, Stephen [mailto:Stephen.Bardin@dms.myflorida.com]  
**Sent:** Wednesday, April 09, 2008 7:35 AM  
**To:** Jennifer\_Echols@co.escambia.fl.us  
**Cc:** John Weber; Gardner, Janice  
**Subject:** RE: Escambia County BCC Environmental Enforcement Positions

We researched all of these accounts based on the March 2008 payroll received from your agency. It appears some members were still being reported under Special Risk Class (HB/PB). Will your agency be reporting these members under regular class on future retirement reports?

Please let me know if you have any questions.

Sincerely,

Stephen M. Bardin  
Enrollment-SR UNIT  
Phone: 850/488-8837 or 877/FRS-ENRL (877/377-3675)  
Fax: 850/410-2164

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Your e-mail messages may, therefore, be subject to public disclosure.

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