

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 – June 2, 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 White.
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. 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.

7. 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 three reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditure for Pay Date May 27, 2011, in the amount of \$2,264,070.77;

B. The following two Disbursements of Funds:

(1) May 12, 2011, to May 18, 2011, in the amount of \$5,954,643.35; and

(2) May 19, 2011, to May 25, 2011, in the amount of \$1,867,182.88.

2. Recommendation Concerning Supplemental Budget Amendment Number 174

That the Board approve amending the Board's action taken on April 21, 2011, adopting the Resolution approving Supplemental Budget Amendment Number 174, recognizing, and appropriating for use by the Sheriff's Office, \$94,477 in reimbursements from BP, to change the Fund from Other Grants and Projects Fund (110) to General Fund (001), due to a scrivener's error.



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 four documents provided to the Clerk to the Board's Office:

- A. The original State Financial Assistance Agreement, DEP Agreement No. LP8914, Escambia County Amendment No. 1, as executed by the Chairman on April 21, 2011, based on the Board's November 6, 2008, approval of DEP Agreement No. LP8914;
- B. The original Applicant/Recipient Disclosure/Update Report for the U.S. Department of Housing and Urban Development, as executed by the Chairman on May 12, 2011, based on the Board's January 7, 2010, adoption of the Resolution authorizing submission of the Community Development Block Grant Disaster Recovery Grant (2008 Storms) Application, in the maximum amount of \$7,067,397, to the Department of Community Affairs;
- C. The recorded Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement for DM Forest Creek, LLC, for property located at 34 Patton Drive, as approved by the Board on September 16, 2010, and recorded in Official Records Book 6721, Pages 1614 and 1615; and
- D. The original Modification #1 Contract Between Workforce Escarosa, Inc. and the Escambia County Board of County Commissioners Non-custodial Parent Placement Program (NCPPP) WIA-2010-2011, as executed by the Chairman on March 17, 2011, based on the Board's December 9, 2010, approval of the NCPPP Contract.

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 19, 2011;
- B. Approve the Minutes of the Regular Board Meeting held May 19, 2011; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 12, 2011.

## Growth Management Report

### I. Public Hearing

#### 1. Recommendation Concerning the Review of the Rezoning Case(s) heard by the Planning Board on May, 9, 2011

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 9, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-08 and Z-2011-09 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

**1. Case No.: Z-2011-08**  
Location: 310 East Johnson Ave  
Property Reference No.: 12-1S-30-6106-004-001  
Property Size: 0.38(+/-) 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: Robert Payne, Agent for G.M. and Louise Jernigan, Owners  
Planning Board Recommendation: Denial of C-1, Retail Commercial District (cumulative) (25 du/acre)  
Approval of R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)  
Speakers: Robert Payne, Agent  
Olive Davis  
Priscilla Baldwin

**2. Case No.: Z-2011-09**  
Location: 3411 John St  
Property Reference No.: 16-2S-30-1001-330-004  
Property Size: 0.31(+/-) acres  
From: R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)  
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

Planning Board                      Approval  
Recommendation:  
Speakers:                              Tanaya Rosa, Agent  
    Ronetta Jones

2. 5:45 p.m. 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 May 9, 2011, and approved during the previous agenda item; and to provide for severability, inclusion in the Code, and an effective date.

II. Action Item

1. Recommendation Concerning the Escambia County Comprehensive Plan Implementation Annual Report Fiscal Year 2009

That the Board review and approve, for filing with the Board's Minutes, the Escambia County Comprehensive Plan Implementation Annual Report Fiscal Year 2009/2010.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of a Public Hearing

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

**Thursday, July 7, 2011**

5:45 p.m. -A Public Hearing - LDC Ordinance -Article 6 "Motorized Commercial Recreation"

## County Administrator's Report

### I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Board Policy for Real Property Acquisitions - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt the Real Property Acquisitions and Property Vacations Policy. Under this Policy, real property acquisitions and property vacations requiring authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition or vacation process, shall be coordinated through the Real Estate Division of Public Works. Real property acquisitions not related to a road or drainage project will be presented to the Committee of the Whole or at a regular Board Meeting for authorization to initiate the acquisition process. Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.

2. Recommendation Concerning Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form, indicating one item, which is described and listed on the Request, with reason for disposition stated. This item is to be sold as described on the supporting documentation.

The surplus property listed on the Request for Disposition of Property has been checked and declared surplus to be sold. The Request has been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

3. Recommendation Concerning Granting to Gulf Power an Easement for Electrical Service at the Wedgewood Community Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action granting Gulf Power an Easement, in order to supply electrical service to the future Wedgewood Community Center:

- A. Approve, for Gulf Power, an Easement for Electric Service, which will lie five feet on each side of the centerline of the electrical facilities, as installed and/or to be installed, as shown in Exhibit "A" on the property described in Exhibit "B"; and
- B. Authorize the Chairman to execute the Easement for Electric Service document.

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

That the Board approve the Request for Disposition of Property Forms for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

5. Recommendation Concerning a Request to Schedule a Public Hearing for Consideration of the Renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Pit, Owned by Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for June 16, 2011, at 5:32 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

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

6. Recommendation Concerning an Advertising Services Agreement between Escambia County Area Transit (ECAT) and Pensacola State College (PSC) - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to sign an Advertising Services Agreement between Escambia County Area Transit (ECAT) and Pensacola State College (PSC), providing advertising services on ECAT vehicles for effective dates of January 1, 2011, through May 10, 2011.

7. Recommendation Concerning a Policy Relating to Canals (C/W Item 7) – Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt the following definitions: Canal, canal lying within a recorded Plat and Florida Sovereign Submerged Lands (Attachment 1). Recommendation from 12 May 2011 Committee of the Whole workshop; adopting a Policy for the public canal, establishing a Municipal Service Benefit Unit (MSBU) to defray costs for maintenance dredging publicly- dedicated canals (Lafitte Cove Canal, Siguenza Cove Canal, and Bayou Grande Villa Canal), if maintenance dredging is desired by the property owners; alternatively, (the property) owners can maintain without the use of a MSBU.

8. Recommendation Concerning the Reassigning of Excess Property for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the Report of Reassigned Excess Property Form, transferring the below-listed vehicles and light bars to the Sheriff's Office, Cost Center 220902:

<u>Property Number</u>	<u>Vehicle Identification Number</u>	<u>Description</u>
047399	1GTCS1440X8515649	1999, GMC, Sonoma
058851	2G1WD5EMXA1249637	2010, Chevrolet, Impala
058851		Light Bar
058852	2G1WD5EMXA1249444	2010, Chevrolet, Impala
058852		Light Bar

9. Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance) to extend the Accounting and Retention Agreement through September 30, 2012:

A. Approve the Blue Cross Blue Shield of Florida, Inc., Health Options, Inc., Accounting and Retention Agreement; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

10. Recommendation Concerning Transfer of Two Surplus Gillig Buses from Escambia County to Bay Town Trolley/Bay County Transportation Planning Organization (TPO) - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the transfer of two Escambia County Area Transit (ECAT) 1996 Gillig buses, Asset Numbers 044041 and 044042, surplus by the Board on September 16, 2010, to Bay Town Trolley/Bay County Transportation Planning Organization (TPO).

## II. Budget/Finance Consent Agenda

1. Recommendation Concerning Supplemental Budget Amendment #211 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #211, Transportation Trust Fund (175) in the amount of \$32,830, to recognize insurance proceeds received for damage to a Road Department vehicle, and to appropriate the funds back to the Fleet Maintenance Division.

2. Recommendation Concerning the Purchase of One Elgin Sweeper for the Road Department - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off The City of Tallahassee Contract #1619, in accordance with the Escambia County, Florida, Code of Ordinances Chapter 46, Article II, Section 46-44 , Application; Exemptions and Section 46-64, Board Approval, and award a Purchase Order to Sansom Equipment Company for one Elgin Eagle Sweeper with specified options, PD 10-11.050, in the total amount of \$186,744, which includes \$211,828 less a deduct for options not needed per bid and dealer discount of \$5,084 and less the trade-in value of \$20,000, for one 1999 Elgin Eagle Sweeper Property Number 47323.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 21405, Object Code 56401]

3. Recommendation Concerning Contract Award for PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract with allowances to Vanasse Hangen Brustlin, Inc., d/b/a VHB Miller Sellen, per PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management, for a lump sum of \$225,000 and allowances of \$25,000, for a total of \$250,000.

[Funding: Fund 151, Warrington TIF, Cost Center 220516, Object Code 53101]

4. Recommendation Concerning Warrington Neighborhood Watch Awareness Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Warrington Neighborhood Watch Corporation (WNW):

A. Approve the Agreement and award a Neighborhood Renewal Initiative Grant, in the maximum amount of \$500, for the Warrington Neighborhood Watch Awareness Project, sponsored by Warrington Neighborhood Watch Corporation, located in the Warrington Community Redevelopment Area; and

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

[Funding: Fund 129/2009 & 2010 CDBG, Cost Centers 220410; 440435]

5. Recommendation Concerning Change Order #3 to Purchase Order 100846-2 to DAG Architects Inc. for A&E Services for the Molino School Renovations - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #3, which will provide the additional architectural and engineering fees needed to complete the design effort for the inclusion of the library in the conversion project for the Molino School Building:

Department:	Public Works
Branch:	Facilities Management
Type:	Addition
Amount:	\$22,675.00
Vendor:	DAG Architects, Inc.
Project Name:	Molino School Renovations
Contract:	PD 08-09.106
PO#:	100846-2
Original Award Amount:	\$214,580.00
Cumulative Amount of Change Orders through CO #3:	\$141,550.00
New P.O. Amount:	\$356,130.00

[Funding: Fund 351, Local Option Sales Tax II, Cost Center 110224, Object Code 56201, Project Number 09PF0035]



6. Recommendation Concerning Amending September 16, 2010 Board Action Approving the Issuance of Blanket and/or Individual Purchase Orders for Fiscal Year 2010/2011 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of September 16, 2010 approving the issuance of blanket and/or individual Purchase Orders for the Fiscal Year 2010/2011, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as follows for the Public Works Department/Transportation and Traffic Division and Engineering/Infrastructure Division, to include the following vendor which was inadvertently omitted:

Vendor	Vendor No.	Amount	Fund/Cost Centers
Traffic Logix Corp.	202308	\$250,000	Fund 351, "LOST II", Account 210105 Fund 352, "LOST III", Account 210107 Fund 181, "Master Drainage Basins", Account 201719-210736 Fund 333, "New Road Construction" Account 210204 Fund 175, "Transportation Trust Fund", Account 110303 and 270201

7. Recommendation Concerning Navy Federal Credit Union (NFCU) Rebate - Charles R. "Randy" Oliver, County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year two of the criteria established as noted in the Economic Development Agreement dated April 2, 2009.

[Funds are available in Fund #102, the Economic Development Fund – Cost Center: 360704, Account: 58201, Aids to Private Organizations]

8. Recommendation Concerning Purchase of Ford Vehicles for the Road Prison Division - Gordon C. Pike, Corrections 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 Code of Ordinances, Chapter 46, Finance, Article II, Division 2, Section 46-64, Purchases and Contracts, Board Approval, and award a Purchase Order to Hub City Ford, LLC, for four 2011 F-150 Pick-up trucks, Crew Cab, 4x4 wheel drive, for a total amount of \$115,000, for the Escambia County Road Prison. These trucks are replacements to the inventory to support the Escambia County Road Prison.

[Funding Source: Fund 175, Care and Custody, Cost Center 290202, Object Code 56401]

9. Recommendation Concerning Authorizing a Maximum of \$80,000 Total Change Order Amount on Purchase Order 291405-10 - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize a maximum of \$80,000 total Change Order amount on Purchase Order 291405-10, with the current vendor Cameron Cole, LLC, for the remainder of the Fiscal Year. This request is to prevent continued multiple Change Orders for additional environmental services as required at the former Escambia County Mosquito Control facility, located at 603 West Romana Street.

[Funding Source: Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI) 2009 and 2010 CDBG, Cost Centers 220435 & 220410, Object Code 53101]

10. Recommendation Concerning Approval of Special Needs Housing Rental Development Agreement (Clinton Cox Residence) - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium HOME Investment Partnership Act (HOME) and State Housing Initiatives Partnership (SHIP) supported 12-unit transitional (rental) housing development Agreement for the facility to be known as the Clinton Cox Residence:

A. Approve the Special Needs Housing Rental Development Agreement with Community Enterprise Investments, Inc., (CEII), Pathways for Change, Inc., (Pathways) and EscaRosa Coalition on the Homeless, Inc., (ECOH) formally committing \$490,000, comprised of \$355,000 in HOME Community Housing Development Organization (CHDO) set-aside funds and \$135,000 in State Housing Initiatives Partnership (SHIP) funds, to financially support the cost of constructing a 12-unit transitional housing facility, including nine HOME set-aside units, to be known as the Clinton Cox Residence, on property controlled by CEII and Pathways, through a 50-year Lease from Baptist Health Care Corporation, located on Blount Street just east of Pace Boulevard (Parcel Reference #302S301001001030), in accordance with the long term occupancy requirements of the HOME and SHIP Programs; and

B. Authorize the Chairman to execute the Special Needs Housing Rental Development Agreement and all related documents required to fully implement the Agreement and to complete all provisions thereof.

[Funding: Fund 147/2007 & 2009 HOME, Cost Centers 220500 & 220408 and Fund 120/2010 SHIP, Cost Center 220430]

11. Recommendation Concerning Authorizing a Letter of Support for Project "Sugar" - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning Project "Sugar":

A. Authorize the County Administrator to send a letter of support for Project "Sugar"; and

B. Establish the Board's intent of support to approve an Economic Development Agreement with Project "Sugar", an economic development prospect. Project "Sugar" is a maker of confectionery products and is expected to bring over 100 full-time jobs to the area, with an average wage of \$43,000 exclusive of benefits and a minimum capital investment of \$6 million. The total maximum possible incentive would be \$250,000, payable as follows:

1. \$125,000 when they reach 50 jobs, \$2,150,000 in total payroll and a capital investment of \$6 million; and

2. \$125,000 when they reach 100 jobs and \$4.3 million in payroll.

[Funds are available in Fund #102, the Economic Development Fund - Cost Center: 360704, Account: 58201 Aids to Private Organizations]

12. Recommendation Concerning Change Order #5 to Purchase Order 291073-4 to DAG Architects, Inc., for Design Services for the Perdido Key Fire Station and Community Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #5, which will increase the Purchase Order amount to cover the costs of the additional architectural and engineering services resulting from the Settlement Agreement between Douglas E. and Sherry F. Wager and Escambia County [Funding: Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 56201, Project Number 08PF0012]:

Department:	Public Works
Branch:	Facilities Management
Type:	Addition
Amount:	\$98,985.00
Vendor:	DAG Architects, Inc.
Project Name:	Perdido Key Fire Station and Community Center
Contract:	PD 07-08.109
PO#:	291073-4
Original Award Amount:	\$378,509.00
Cumulative Amount of Change Orders through CO #5:	\$112,810.00
New P.O. Amount:	\$491,319.00

### III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property, Located at 11794 Mobile Highway from Ricky and Traci Herndon - Wilson B. Robertson, District 1

That the Board take the following action concerning the acquisition of a parcel of real property, located at 11794 Mobile Highway, owned by Ricky and Traci Herndon (meeting in regular session on April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, and authorized staff to initiate the purchase process for a parcel of real property to facilitate the installation of a boat ramp; the subject parcel is waterfront property, consisting of 0.52 acre, with approximately 70 feet of frontage along Perdido River, with a residential structure consisting of approximately 1,100 square feet):

A. Rescind the Board's action of April 21, 2011, approving to accept the appraisals and allow the individuals to keep the residences on the property and move forward (with) making an offer, relative to the recommendation that the Board:

(1) Authorize staff to make an offer to Ricky and Traci Herndon to purchase a parcel of real property (0.52 acre, with a residential structure consisting of approximately 1,100 square feet), for the appraised amount of \$165,000; and

(2) Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property;

B. Authorize staff to make an offer to purchase the property for \$181,500, which is 10% above the appraised amount of \$165,000;

C. Approve requiring the owners to respond within 30 days from the date of the counteroffer, pay closing costs of documentary stamps, and remove the residential structure from the property within 180 days of closing; and

D. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.

[Funding Source: Fund 352, Local Option Sales Tax III, Account 220102/56101, Project 08NE0018, "Boat Ramps"]

2. Recommendation Concerning Supplemental Budget Amendment #196 - BP Oil Grant, Amy Lovoy, Management & Budget Services Department

That the Board take the following action concerning Supplemental Budget Amendment #196 - BP Oil Grant:

A. Adopt the Resolution approving Supplemental Budget Amendment #196, Tourist Promotion Fund (108) in the amount of \$4,384,830, recognizing proceeds from a BP Grant and appropriating these funds for tourism activities; and

B. Approve the following allocations as recommended by the Tourist Development Council:

DeLuna Fest - \$546,342.50

MWP Pensacola Events (Memorial Day Events) - \$36,000

City of Pensacola Community Redevelopment Agency (Pelican Drop) - \$25,000

Pensacola Mardi Gras - \$120,000

Pensacola Big Game Fishing Club - \$6,000

Fiesta of Five Flags (Seafood Festival) - \$16,000

Pensacola Beach Chamber of Commerce (Taste of the Beach) - \$26,000

Pensacola Songwriters' Festival - \$25,000

Pensacola Area Chamber of Commerce - \$2,463,699

Perdido Key Chamber of Commerce - \$940,084.75

Pensacola Sports Association - \$180,703.75

C. Approve the necessary Miscellaneous Appropriations Agreements, Interlocal Agreements and Purchase Orders subject to Legal sign-off and;

D. Authorize the Clerk's Office to reimburse these entities for costs incurred prior to June 2, 2011, but not before January 1, 2011.

## County Attorney's Report

### 1. I. For Action

#### 1. Recommendation Concerning the Public Safety Building - Litigation Authorization

That the Board approve the filing of a lawsuit for damages for breach of contract and negligence against McCall and Associates Architects, Inc., Sam Johnson, Inc., and Speegle Construction, Inc.

### II. For Information

#### 1. Recommendation Concerning Scrivener's Error in Escambia County Ordinance 2011-3

That the Board accept for filing with the Clerk to the Board the attached letter to Municipal Code concerning a scrivener's error in Escambia County Ordinance 2011-3, page 31, under the maximum density allowed in residential categories for the Mixed-Use Perdido Key future land use category.

8. Items added to the agenda.

9. Announcements.

10. Adjournment.



**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-878**

**Item #: 7. 1.**

**BCC Regular Meeting**

**Meeting Date:** 06/02/2011

**Issue:** Acceptance of Reports

**From:** Doris Harris

**Organization:** Clerk & Comptroller's Office

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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 three reports prepared by the Clerk of the Circuit Court & Comptroller's Finance Department:

A. Payroll Expenditure for Pay Date May 27, 2011, in the amount of \$2,264,070.77;

B. The following two Disbursements of Funds:

(1) May 12, 2011, to May 18, 2011, in the amount of \$5,954,643.35; and

(2) May 19, 2011, to May 25, 2011, in the amount of \$1,867,182.88.

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**Attachments**

**20110602 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: May 27, 2011

Check No:	\$0.00
Direct Deposits:	\$1,206,610.14
Total Deductions and Matching Costs:	\$1,057,460.63
Total Expenditures:	\$2,264,070.77

2011 MAY 25 P 2:51  
 CLERK OF THE BOARD OF  
 COUNTY COMMISSIONERS  
 ESCAMBIA COUNTY, FL.







EXECUTIVE ADMINISTRATION/LEGAL DIVISION  
 ACCOUNTING DIVISION  
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**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:

05/19/11 to 05/25/11

DISBURSEMENTS

Computer check run of:

05/25/11	\$ <u>1,825,283.12</u>
<u>L-Vendor</u>	\$ <u>0.00</u>

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>16,606.64</u>
Dental Insurance	\$ <u>0.00</u>
Credit Card Purchases	\$ <u>25,293.12</u>

Total Disbursement by Wire

\$ 41,899.76

TOTAL DISBURSEMENTS

\$ 1,867,182.88

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 MAY 26 A 10:41  
 CLERK OF THE CIRCUIT COURT  
 ESCAMBIA COUNTY, FL.



**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-883**

**Item #: 7. 2.**

**BCC Regular Meeting**

**Meeting Date:** 06/02/2011

**Issue:** Amend Board Action of April 21, 2011

**From:** Doris Harris

**Organization:** Clerk & Comptroller's Office

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**Information**

**Recommendation:**

**Recommendation Concerning Supplemental Budget Amendment Number 174**

That the Board approve amending the Board's action taken on April 21, 2011, adopting the Resolution approving Supplemental Budget Amendment Number 174, recognizing, and appropriating for use by the Sheriff's Office, \$94,477 in reimbursements from BP, to change the Fund from Other Grants and Projects Fund (110) to General Fund (001), due to a scrivener's error.

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**Attachments**

**20110602 CR I-2**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued



5. Adopting the Resolution (R2011-66) approving Supplemental Budget Amendment Number 174, Other Grants and Projects Fund (110), in the amount of \$94,477, to recognize reimbursements from British Petroleum (BP) due to expenses incurred during the Presidential visit in June 2010 and to appropriate these funds for use by the Escambia County Sheriff's Office.
6. Approving, and authorizing the Chairman to sign, the *State of Florida, Department of Revenue, Standard Contract (Contract Number CSS17)* between Escambia County and the State of Florida, Department of Revenue (DOR), for reimbursements related to service of process and execution of writs for child support enforcement orders issued by DOR; this Contract will allow the County to collect 66% of the \$20 unit rate for service of process and 66% of the \$70 unit rate for writs.
7. Taking the following action concerning approval of the Fiscal Year 2010-2011 Miscellaneous Appropriations Agreements for Pensacola Bay Area Chamber of Commerce, Inc.; Pensacola Sports Association, Inc.; and Perdido Key Area Chamber of Commerce, Inc.:
  - A. Approving the following Fiscal Year 2010-2011 Miscellaneous Appropriations Agreements to be paid from the Tourist Promotion Fund (108), Cost Center 360101, Account 58201:

(1) Pensacola Bay Area Chamber of Commerce, Inc.	\$355,101
(2) Pensacola Sports Association, Inc.	\$ 55,340
(3) Perdido Key Area Chamber of Commerce, Inc.	\$ 41,505
  - B. Authorizing the Chairman to sign the Agreements and all other necessary documents; and
  - C. Approving the necessary Purchase Orders.



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

AI-663 County Administrator's Report Item #: 12.5  
BCC Regular Meeting  
Meeting Date: 04/21/2011  
From: Amy Lovoy, Department Head  
Organization: OMB  
CAO Approval: *Charles R. Oliver*

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Information

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #174 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #174, Other Grants and Projects Fund (110) in the amount of \$94,477, to recognize reimbursements from British Petroleum (BP) due to expenses incurred during the presidential visit in June 2010, and to appropriate these funds for use by the Escambia County Sheriff's Office.

**BACKGROUND:**

The president visited the gulf coast during the BP Oil Disaster, as a result of heightened security, the Escambia Sheriff's Department incurred additional costs. BP has recently reimbursed the Sheriff for these additional expenses.

**BUDGETARY IMPACT:**

This amendment will increase Fund 110 by \$94,477.

**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#174 - Sheriff BP Reimbursement

4/21/2011 CAR11-5

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from the British Petroleum (BP) Oil Disaster due to expenses incurred by the Sheriff's Office during the presidential visit in June 2010. These funds must now be recognized and appropriated back into the Sheriff's Budget accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2011:

*per Amy: this should have been General Fund.*

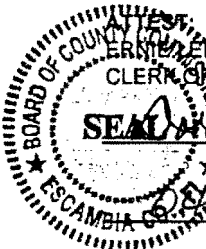
FINANCE ADMINISTRATION  
 ERNIE LEE MAGAHA  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 2011 APR 26 P 1:44

General Fund Other Grants & Projects Fund Name	Fund Number	Account Code	Amount
Reimbursements	110 001	369401	94,477
Total			<u>\$94,477</u>

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Personal Services	110/5401xx 540101	59702	73,278
Operating Expense	110/5401xx 540101	59703	21,199
Total			<u>\$94,477</u>

Verified By: *d. MacArthur*  
 Date: 4/26/11

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.


 ERNIE LEE MAGAHA  
 CLERK OF THE CIRCUIT COURT  
*Debra Harris*  
 Deputy Clerk  
 04-21-2011  
 Adopted

BOARD OF COUNTY COMMISSIONERS  
 OF ESCAMBIA COUNTY, FLORIDA  
*Kevin W. White*  
 Kevin W. White, Chairman

Date Executed  
4/21/2011

*SH 4/6/11*  
 OMB Approved  
 Supplemental Budget Amendment  
 #174

*Posted BVP 5/24/11*      *pb 5/23/11*      *Cleared 05/24/2011 nac*      **6/2/2011 CR I-2**



**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-879**

**Item #: 7. 3.**

**BCC Regular Meeting**

**Meeting Date:** 06/02/2011

**Issue:** Acceptance of Documents

**From:** Doris Harris

**Organization:** Clerk & Comptroller's Office

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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 four documents provided to the Clerk to the Board's Office:

- A. The original State Financial Assistance Agreement, DEP Agreement No. LP8914, Escambia County Amendment No. 1, as executed by the Chairman on April 21, 2011, based on the Board's November 6, 2008, approval of DEP Agreement No. LP8914;
- B. The original Applicant/Recipient Disclosure/Update Report for the U.S. Department of Housing and Urban Development, as executed by the Chairman on May 12, 2011, based on the Board's January 7, 2010, adoption of the Resolution authorizing submission of the Community Development Block Grant Disaster Recovery Grant (2008 Storms) Application, in the maximum amount of \$7,067,397, to the Department of Community Affairs;
- C. The recorded Escambia County Community Redevelopment Agency Commercial Facade, Landscape, and Infrastructure Grant Program Lien Agreement for DM Forest Creek, LLC, for property located at 34 Patton Drive, as approved by the Board on September 16, 2010, and recorded in Official Records Book 6721, Pages 1614 and 1615; and
- D. The original Modification #1 Contract Between Workforce Escarosa, Inc. and the Escambia County Board of County Commissioners Non-custodial Parent Placement Program (NCPMP) WIA-2010-2011, as executed by the Chairman on March 17, 2011, based on the Board's December 9, 2010, approval of the NCPMP Contract.

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**Attachments**

**20110602 CR I-3**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued


1-35. Approval of Various Consent Agenda Items – Continued

30. Taking the following action concerning the surplus and sale of real property located at West Intendencia Street:

A. Declaring surplus the Board's real property, Account Number 15-3333-000, Reference Number 00-0S-00-9080-060-113, acquired in 1944 by Chancery Order, and offer it to the adjacent property owners;

B. Authorizing the private sale of the property to the adjacent property owner with the highest offer received, above the minimum bid of \$100, in accordance with Section 46-131 Escambia County Code of Ordinances, without further action of the Board; and

C. Authorizing the Chairman to sign all documents related to the sale.

 31. Taking the following action regarding a \$200,000 Grant from the Florida Department of Environmental Protection (DEP) for the Escambia Bay PCB (Polychlorinated Biphenyl) Remediation Project; this grant award provides \$200,000 for the Escambia Bay PCB Remediation Project; no new County matching funds will be required; the County's \$200,000 match requirement will be satisfied by one of the water quality improvement projects in the Escambia Bay Watershed that the County has already planned, funded, and scheduled for construction:

A. Approving the State Financial Assistance Agreement from the Florida Department of Environmental Protection, DEP Agreement No. LP8914; and

B. Authorizing the Chairman to sign the Agreement and any subsequent Grant-related documents, including no-cost extensions.





**ESCAMBIA COUNTY ADMINISTRATION  
TRANSMITTAL MESSAGE**

Date: 05-18-2011

TO: Doris Harris, Deputy Clerk

BCC: 11-06-2008

CAR II-31 State Financial Assistance Agreement, DEP Agreement No.  
LP8914 Escambia County, Amendment No. 1

Please Initial and Date  
Below on Line Provided

Shirley Gafford 05/18/11

Shirley Gafford, Program Coordinator, County Administrator's  
Office

Attached is the Clerk's Original for filing with the Board's  
Minutes.

Thank you.

Doris Harris 5/18/2011

Doris Harris, Deputy Clerk

ESCAMBIA COUNTY  
CLERK OF COURT  
OFFICE  
MAY 18 2011 10:51 AM

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

8. Continued...

C. Approving that these terms are offered under threat of condemnation, and in the event the seller rejects this offer, authorizing the County Attorney's Office to file condemnation proceedings to acquire this property; and


D. Authorizing the Chairman to sign all documents needed to complete the purchase.

9. Taking the following action concerning the *(State of)* Florida Division of Emergency Management (FDEM) Domestic Security Grant award letter, dated October 30, 2009, identifying Grant funding being awarded to Escambia County, in the amount of \$72,000, with a Grant period of October 1, 2009, through April 30, 2012:

A. Approving the FDEM award letter identifying funding from the Homeland Security Grant Program that will be identified in Fund 110, Other Grants and Projects, Cost Center 330459;

B. Authorizing the Chairman to execute the Grant award letter; and

C. Authorizing the County Administrator to execute the subsequent Grant Contract as referenced in the award letter.

 10. Taking the following action concerning the State of Florida Department of Community Affairs (DCA) Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) (Funding: Fund 110, Other Grants and Projects, if awarded):

A. Adopting the Resolution *(R2010-7)* authorizing submission of the Community Development Block Grant (CDBG) Disaster Recovery Grant (2008 Storms) Application to the Florida Department of Community Affairs (DCA), in the maximum amount of \$7,067,397, for the benefit of the citizens of Escambia County, the City of Pensacola, and the Town of Century;

(Continued on Page 39)

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



10. Continued...

B. Approving the Interlocal Agreement with the City of Pensacola for joint implementation of affordable housing activities, estimated at \$3,000,000 in CDBG Disaster Recovery Grant (2008 Storms) funds;

C. Approving the Interlocal Agreement with the Town of Century, subject to legal signoff, for implementation of an estimated \$600,000 in CDBG Disaster Recovery Grant (2008 Storms) funds; and

D. Authorizing the County Administrator and/or Chairman, as appropriate, to execute all Application and Grant award documents, Agreements, related forms, and any other documents as may be required to submit, receive, and fully implement the Disaster Recovery Grant.

11. Accepting the funding recommendations from the United Way Human Services Appropriations Committee for Fiscal Year 2009-2010, in the amount of \$95,500, in the adopted Fiscal Year 2009-2010 Budget, Public Social Services, General Fund 001, Cost Center 220202.

12. Approving a Purchase Order, in the amount of \$167,991.19, to SMG for management fees for The Pensacola Civic Center for Fiscal Year 2009-2010, to be paid from Fund 409 (Civic Center Fund), Cost Center 221301 (Civic Center Admin.), Object Code 53401.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

11. Approving Purchase Order 101697, in the amount of \$60,000, to Walter Marine, for the purchase and installation of artificial reefs to be used for the Pensacola Beach Snorkel Reef (Funding: Fund 352, Local Option Sales Tax III, Cost Center 220102, Project 10NE0854, Object Code 56301, and Fund 108, Tourist Promotion, Cost Center 220805, Object Code 56301).

12. See Page 53.



13. Ratifying the following September 16, 2010, action of Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Facade Grant Funding and Lien Agreements for the property located at 34 Patton Drive:

A. Approving the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements between Escambia County CRA and DM Forest Creek, LLC, owner of commercial property located at 34 Patton Drive, Pensacola, Florida, in the Warrington Redevelopment Area, each in the amount of \$8,422, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 220516, Object Code 58301, and/or Neighborhood Enterprise Foundation, Inc. (NEFI) 2008 Community Development Block Grant (CDBG), Fund 129, Cost Center 220563, Object Code 58301, for the following improvements:

Landscape improvements

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

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-18. Approval of Various Consent Agenda Items – Continued



4. Taking the following action concerning the Non-Custodial Parent Placement Program (NCPMP) (*Workforce Investment Act of 1998 [WIA]*) Grant Contract between the County and Workforce Escarosa, Inc. (Funding Source: Fund 110, Other Grants and Projects [no local match required]):
  - A. Approving the NCPMP Grant Contract between Workforce Escarosa, Inc., and the Escambia County Board of County Commissioners Non-Custodial Parent Placement Program WIA 2010-2011, for the period of January 1, 2011, through June 30, 2011, in the amount of \$109,812; and
  - B. Authorizing the Chairman to sign the Contract and any subsequent Grant-related documents, pending Legal review and approval, without further action of the Board.
5. Approving the scheduling and advertising of the first of two Public Hearings for January 6, 2011, at 5:31 p.m., to consider adoption of a Resolution of the Board of County Commissioners of Escambia County, Florida, designating 3300 Mobile Highway as a Brownfields area within the Brownsville Redevelopment Area of Escambia County for the purpose of economic development and environmental rehabilitation; authorizing the Community & Environment Deputy Bureau Chief to notify the Department of Environmental Protection of said designation; and providing for an effective date (Funding Source: CRA Admin, Fund 151, Cost Center 220523, Object Code 54901).
6. See Page 35.
7. Approving, and authorizing the Chairman to sign, the *Agreement for Payment in Lieu of Taxes by and among Escambia County Board of County Commissioners and Sacred Heart Health System, Inc.*, allowing Sacred Heart to pay the County a total of \$5,331,309 prior to June 2011.



**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-880**

**Item #: 7. 4.**

**BCC Regular Meeting**

**Meeting Date:** 06/02/2011

**Issue:** Minutes and Reports

**From:** Doris Harris

**Organization:** Clerk & Comptroller's Office

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**Information**

**Recommendation:**

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held May 19, 2011;
- B. Approve the Minutes of the Regular Board Meeting held May 19, 2011; and
- C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 12, 2011.

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**Attachments**

**20110602 CR I-4**

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA REVIEW  
HELD MAY 19, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:01 a.m. – 10:46 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

1. FOR INFORMATION: The agenda package for the 5:30 p.m., May 19, 2011, Regular Board Meeting, was reviewed as follows:
  - A. Shirley L. Gafford, Program Coordinator, County Administrator's Office, County Attorney Rogers, and Joy D. Blackmon, Public Works Department Director, 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, Wesley J. "Wes" Moreno, Director, Infrastructure Branch, Public Works Department, Larry M. Newsom, Assistant County Administrator, John Sims, Fire Services Manager, Public Safety Department, Joy D. Blackmon, Director, Public Works Department, Keith Wilkins, Director, Community & Environment Department, and Amy Lovoy, Director, Management and Budget Services Department, reviewed the County Administrator's Report, with comments from Naresh "Nash" Patel, Vice Chairman of the Tourist Development Council, regarding Item III-2;
  - D. County Attorney Rogers reviewed the County Attorney's Report; and
  - E. Commissioner Valentino reviewed his add-on item.

NAME DEPARTMENT/AGENCY

1	<i>Ramon Juche</i>	<i>BCC Dist. 5</i>
2	<i>Eva Peterson</i>	<i>CRA</i>
3	<i>Jerry Callan</i>	<i>Republic Services, Inc.</i>
4	<i>Paul Alle</i>	<i>Extension</i>
5	<i>Sobany Christopher</i>	<i>MUSE Public</i>
6	<i>Andy WIKERSON</i>	<i>NEFE</i>
7	<i>CHAK WALK</i>	<i>CGI DIST</i>
8	<i>Pat John</i>	<i>PLW</i>
9	<i>Rory Cassidy</i>	<i>Republic Services</i>
10	<i>Sandra Slany</i>	<i>EMU ENFORCE</i>
11	<i>Bill McBR</i>	<i>CHAMBER OF COMMERCE</i>
12	<i>Jina Morrison</i>	<i>Perdido Key Chamber</i>
13	<i>Karen KING</i>	<i>Perdido Key Chamber</i>
14	<i>Bob Orenten</i>	<i>Pensacola Beach Surfer Fest</i>
15	<i>James Fregate</i>	<i>Pensacola Beach " " "</i>
16	<i>Ronald Cross</i>	<i>" " " " "</i>
17	<i>ED SCHROEDER</i>	<i>Pensacola Chapter of Commerce</i>
18	<i>Ray Scher</i>	<i>PSA</i>
19	<i>Scott Mitchell</i>	<i>FFTG</i>
20	<i>D. W. W.</i>	<i>PO FACILITIES</i>
21	<i>LA REY GOODWIN</i>	<i>P/W</i>
22	<i>Wes MAREN</i>	<i>P/W</i>
23	<i>Lynn Ann</i>	<i>Admin</i>
24	<i>Ruth Sims</i>	<i>ECFR</i>
25	<i>Mike WEAVER</i>	<i>PS</i>
26	<i>Army Logan</i>	<i>MBS</i>
27	<i>David Musselwhite</i>	<i>I.T.</i>
28	<i>Tom Landis</i>	<i>HR</i>
29	<i>Rosalia Sumner</i>	<i>Guest</i>
30	<i>Debra</i>	<i>Budget</i>



NAME

DEPARTMENT/AGENCY

1	Danny ZIMMERN	T.D.C.
2	Jim WAITE	BASKERVILLE DENOVAN
3	Bob Dennis	MBS / Purchasing
4	Marilyn Wesley	DCA
5	Smash Holt	SWM/P&R/CED
6	LOYD KERR	DSD
7	Keith Wilkins	C & E
8	GLENN GRIFFITH	OE
9	Jelanna Prangnell	BCC 01
10	Dean Kuper	BCC-2
11	Jaymie Ege	PNJ
12	D. Nash Patel	T.D.C.
13	Arthur Bock	Operation People For Peace
14	Alvin Davenport	Reidido Key Chamber
15	Kelley Thompson	Reidido Key Chamber
16	Caron Spberg	IdeaWorks
17	Adeline Saulace	Justa of Jue Slags
18	Ryan Ross	COUNTY ATTORNEY'S OFFICE
19	Becky Agulto	BCC 04
20	Joy Black	PW
21	Ronald Barber	Segu
22	Ann Walker	
23	Robert J. ...	B/C
24	Barbara Mayall	Citizen
25	Susan Hendrix	Co. Admin.
26		
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NAME

DEPARTMENT/AGENCY

1	Lisa Bernau	Clerk + Comptroller
2	Patty Sheldon	Clerk + Comptroller Finance
3	Doris Harris	Clerk to the Board
4	RANDY OLIVER	COUNTY ADMINISTRATOR
5	Sturley Hafford	CAO
6	KEVIN WHITE	BCC
7	Wilson Robertson	BCC
8	Gene M. Valantini	BCC
9	Miane Young	BCC
10	Tom C. [unclear]	BCC
11	[unclear]	City Atty
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REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE  
BOARD OF COUNTY COMMISSIONERS  
HELD MAY 12, 2011  
BOARD CHAMBERS, FIRST FLOOR, ESCAMBIA COUNTY GOVERNMENTAL COMPLEX  
221 PALAFOX PLACE, PENSACOLA, FLORIDA  
(9:04 a.m. – 11:37 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

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 May 7, 2011, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule May 9 – May 13, 2011, Legal No. 1521374.*

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

3. Air Installations Compatible Use Zones Study Briefing – NAS Pensacola

A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Public Release – 2010 AICUZ Study, Air Installations Compatible Use Zones (AICUZ) Study, NAS Pensacola and NOLF Saufley, Pensacola, FL, May 2011*, presented by Fred E. Pierson, Program Manager, NAVFAC Atlantic (*the Air Installations Compatible Use Zones Study for NAS Pensacola and NOLF Saufley 2010 was provided on a CD-ROM, which is on file in the Clerk's Office as CD-190*); and

B. Board Direction – None.

Speaker(s):

Stephanie S. Oram  
Capt. Christopher Plummer

4. Summary Report of the CAFR/Audit

A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *The Citizen's Report For Fiscal Year 2010*, presented by Patricia L. Sheldon, Clerk and Comptroller's Administrator of Financial Services; and

B. Board Direction – None.

5. Sector Plan Update

A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Escambia County Sector Plan, Conceptual Plan*, presented by Barry Wilcox, VHB MillerSellen; and

B. Board Direction – None.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

6. Rental Accountability/Slumlord Ordinance

- A. Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Discussion of Proposed Rental Accountability Ordinance*, presented by County Administrator Oliver, and was advised by Commissioner White that the consensus of the Board is to direct staff to solicit input from the Planning Board, Association of Realtors, and Neighborhood Associations, including those in CRA (*Community Redevelopment Agency*) districts; and
- B. Board Direction – None.

7. Establish Policy Relating to Canals

- A. Discussion – The CW viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Escambia County Canal Dredging Policy*, presented by Robert Turpin, Community & Environment Department; and
- B. Board Direction – The CW recommends that the Board take the following action:
  - (1) Approve establishing a Municipal Services Benefit Unit (MSBU) for maintenance dredging of Siguenza canal navigation channel;
  - (2) Approve establishing an MSBU for maintenance dredging, if desired by the property owners; alternatively, (*the property*) owners can maintain; and
  - (3) Approve not to maintain or improve other canals; i.e., Lafitte Cove and Bayou Grande Villa, without impacted properties forming an MSBU to defray costs.

**Recommended 5-0**

For Information: County Attorney Rogers disclosed that her husband operates his business from the Lafitte Cove marina and canal.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

8. The Wayfinding Sign Program

- A. Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled, *Wayfinding Signs*, presented by T. Lloyd Kerr, AICP, Director, Development Services Department; and
- B. Board Direction – The C/W recommends that the Board authorize staff to proceed with a plan for an initial Wayfinding Signs pilot program (*for Highway 29*) and a subsequent Wayfinding Signs Policy.

**Recommended 4-0, with Commissioner Robertson absent**

9. State Lobbyist Contract/RFP

- A. Discussion – The C/W heard the request from County Attorney Rogers for Board direction concerning obtaining the services of a State Lobbyist, since the contract with Richard Gentry (*Gentry & Associates, LLC*) will expire December 2011; and
- B. Board Direction – The C/W recommends that the Board authorize staff to prepare a Request for Proposals (RFP) for State Lobbyist Services.

**Recommended 5-0**

10. Escambia County Noise Ordinance – Environmental Section, Page CD42:9, Section 42-67 Entitled "Regulations for Santa Rosa Island and Perdido Key"

- A. Discussion – The C/W discussed Escambia County Noise Ordinance, Environmental Section, Page CD42:9, Section 42-67, entitled, "Regulations for Santa Rosa Island and Perdido Key," and the C/W:
  - (1) Heard the request from Commissioner Valentino that the Board consider the following modifications to Escambia County's Noise Ordinance, as it relates to Perdido Key:
    - (a) Remove Perdido Key from Section 42-67, "Regulations for Santa Rosa Island and Perdido Key"; or

(Continued on Page 5)

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

AGENDA NUMBER – Continued

10. Continued...

A. Continued...

(1) Continued...

(b) Modify the sound level at which a law enforcement officer is authorized to issue a citation, as follows:

1) 80 dbA (*sound level measurement*) after 9:00 p.m. until 7:00 a.m. only;  
or

2) A weighted average over 70 dbA, based on 10 readings during a 10-minute interval;

(2) Was advised by Commissioner Robinson that he would prefer a "time certain" noise standard; and

(3) Was advised by Chief Deputy Larry Aiken, Escambia County Sheriff's Office, that because of the way noise studies are currently performed, requiring Officers to perform a 10-minute noise study would be an unreasonable request; furthermore, it is the opinion of the Sheriff's Office that the County's Noise Ordinance is viable as written; and

B. Board Direction – None.

Speaker(s):

Lt. Frank Forte

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP – Continued

ANNOUNCEMENTS

1. For Information: The CW was advised by Commissioner Robinson that on June 1, 2011, the EPA (*Environmental Protective Agency*) will conduct its Florida meeting at the Saenger Theatre.

AGENDA NUMBER – Continued

11. Adjourn

Chairman White declared the CW Workshop adjourned at 11:37 a.m.





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

**AI-774**

**Growth Management Report Item #: 7. 1.**

**BCC Regular Meeting**

**Meeting**

**Date:** 06/02/2011

**Issue:** Review of the Rezoning Cases heard by the Planning Board on May 9, 2011

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Review of the Rezoning Case(s) heard by the Planning Board on May, 9, 2011

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 9, 2011:

- A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2011-08 and Z-2011-09 or remand the cases back to the Planning Board; and
- B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

**1. Case No.:** **Z-2011-08**  
**Location:** 310 East Johnson Ave  
**Property Reference No.:** 12-1S-30-6106-004-001  
**Property Size:** 0.38(+/-) 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:** Robert Payne, Agent for G.M. and Louise Jernigan, Owners  
**Planning Board Recommendation:** Denial of C-1, Retail Commercial District (cumulative) (25 du/acre)  
Approval of R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre)  
**Speakers:** Robert Payne, Agent  
Olive Davis  
Priscilla Baldwin

**2. Case No.:** **Z-2011-09**  
**Location:** 3411 John St

Property Reference No.: 16-2S-30-1001-330-004  
Property Size: 0.31(+/-) acres  
From: R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)  
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  
Planning Board Approval  
Recommendation:  
Speakers: Tanaya Rosa, Agent  
Ronetta Jones

**BACKGROUND:**

The above cases were owner initiated and heard at the May 9, 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-2011-08

Z-2011-09

# Z-2011-08

**PLANNING BOARD REZONING HEARINGS - MAY 9, 2011**

**13**

1 \* \* \*

2 CASE NO: Z-2011-08

3 Location: 310 East Johnson Avenue

4 Parcel: 12-1S-30-6106-004-001

5 From: R-2, Urban Residential/Limited Office

6 District (cumulative) High Density,  
(20 du/acre)

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

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

9 BCC District: 5

10 Requested by: Robert Payne, Agent for G.M. and Louise  
Jernigan, Owners

11

08:41 12 MR. BRISKE: We have two cases today. The  
13 first case for consideration for rezoning is Case  
14 Z-2011-08, 310 East Johnson Avenue, requested from  
15 R-5, Urban Residential Limited Office District, to  
16 C-1, Retail Commercial District.

17 At this time I would like to ask our staff  
18 members to present the photographs and the  
19 locational maps, please.

20 Excuse me. I'm sorry. I forgot to ask about  
21 ex parte. Members of the Board, has there been any  
22 ex parte communication between you and the  
08:42 23 applicant, the applicant's agents, attorneys or  
24 witnesses, with any fellow Planning Board members or  
25 anyone from the general public prior to this  
hearing? I would also ask if you have visited the  
subject site and also disclose if you are a relative  
or business associate of the applicant or the  
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**14**

1 applicant's agent. And we'll start at the far end

2 with Ms. Stephanie.

3 MS. ORAM: No communication on my part and I

4 have not visited the site.

5 MR. GOODLOE: No communication and I have not

6 visited the site.

7 MR. BARRY: No communication. I'm familiar

8 with the site.

9 MR. BRISKE: For the Chairman, none.

08:43 10 MR. TATE: I had no communication with the  
11 applicant. However, I do need to disclose where I  
12 live in relation to the project site. I live on  
13 Briese Lane closer to the Johnson and Olive end and  
14 I am very familiar with the location of the proposed  
15 change. However, in consultation with our attorney,  
16 I don't feel that it disqualifies me from sitting as  
17 a member of this Board today and taking action.

18 MR. BRISKE: Steve, do we need to fill out the

19 form or the fact that he's disclosed it on the open  
08:43 20 record?

21 MR. WEST: I looked into this. There is no  
22 voting conflict in my opinion, so just as a matter  
23 of practice, I think it's safer even if there is a  
24 potential for a conflict to disclose that on the  
25 record, but there's no need for a memorandum or  
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**15**

1 disclosure, formal written disclosure.

2 MR. BRISKE: Thank you. It's thereby noted on

3 the record.

4 Ms. Davis.

5 MS. DAVIS: No to the aforementioned.

6 MR. BRISKE: Mr. Wingate.

7 MR. WINGATE: I'm familiar with the property

8 and I have driven by the area and know where it's

9 located.

08:44 10 MS. SINDEL: No, to any conversation and I have  
11 not visited the site.

12 MR. BRISKE: All right. Thank you.

13 Staff, was notice of the hearing sent to all

14 interested parties?

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

16 MR. BRISKE: Did we also post the notice of

17 hearing on the subject property?

18 MS. SPITSBERGEN: Yes, sir. We did.

19 MR. BRISKE: Now we can go into the pictures.

08:44 20 MS. CAIN: This is Z-2011-08, 310 East Johnson  
21 Avenue, from R-5 to C-1. This is the location and  
22 wetlands map. This is an aerial view of the subject  
23 property. This is the Future Land Use and existing  
24 land use map showing also the 500-foot radius. This  
25 is the 500-foot zoning showing the R-5.  
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**16**

1 This is the public notice sign that was posted

2 on the site. This is looking south across Johnson

3 Avenue. Looking west along Johnson Avenue toward

4 Sonny Boy Lane and looking north from the subject

5 property. Looking east at Match Street from the

6 subject property. This is looking northeast across

7 the subject property. This is our 500-foot radius

8 map that we got from Chris Jones. This is also our

9 mailing list.

08:46 10 MR. BRISKE: Okay. Board members, any  
11 questions on the photographs or locational maps?

12 All right. At this time I would like to call

13 forward Robert Payne who will be acting as the agent

14 in this case. Good morning, sir. Please state your

15 name and address for the record and be sworn in.

16 MR. PAYNE: Robert Payne, 1258 Tate Road,  
17 Cantonment, Florida.  
(Robert Payne sworn.)

18 MR. BRISKE: Good morning, Mr. Payne. Have you

08:46 19 received a copy of the rezoning hearing package and  
20 the staff's Findings-of-Fact?

21 MR. PAYNE: Yes, I have.

22 MR. BRISKE: Do you understand that you have

23 the burden of providing substantial competent

24 evidence that the proposed rezoning is consistent  
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**17**

1 with the Comprehensive Plan, furthers the goals,  
 2 objectives and policies of the Comprehensive Plan  
 3 and is not in conflict with any portion of the Land  
 4 Development Code.  
 5 MR. PAYNE: I do.  
 6 MR. BRISKE: Please proceed with your  
 7 presentation.  
 8 MR. PAYNE: Our presentation is fairly simple.  
 9 I've worked for Mr. Jernigan. I'm his son-in-law.  
 08:47 10 I've been with him for about 25 years now. This  
 11 property has been owned by him for probably more  
 12 than 35 year and has been a gas station and  
 13 convenience store for that period of time whether he  
 14 has operated it himself or whether he has leased it  
 15 to other individuals to operate.  
 16 He sold the property in 2005. In 2009 there  
 17 was a fire that destroyed the convenience store, so  
 18 after that the current owner was financially unable  
 19 to do anything with the property, defaulted on his  
 08:47 20 mortgage and Mr. Jernigan had to foreclose on the  
 21 property.  
 22 It took more than a year to get the property  
 23 back into his name so that he could do something  
 24 with it. Since then it has sat vacant and being  
 25 vandalized. As you can see by the pictures it's  
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**18**

1 kind of gone downhill.  
 2 At this time our request is simple. We've read  
 3 through the fact that the property, I guess, has  
 4 always been R-5. Since it was closed for more than  
 5 a period of one year, it has been reverted back to  
 6 that, which prevents us from putting it back to a  
 7 gasoline station and convenience store. The  
 8 unfortunate thing about that is Mr. Jernigan has  
 9 invested \$100,000 in underground storage tanks,  
 08:48 10 double walled facilities to meet the County's  
 11 specifications for underground storage tanks.  
 12 Double walled piping lines and everything has been  
 13 upgraded to the current standards. Without this  
 14 rezoning taking place, we're unable to do anything  
 15 with the property, I guess, other than residential.  
 16 So it puts us in quite a spot of financial burden to  
 17 be able to use this for a gasoline station and  
 18 convenience store.  
 19 So as far as what the County's findings or the  
 08:48 20 staff's findings is about locational criteria, to be  
 21 quite honest, a lot of that is quite over my head.  
 22 I've done my best to present facts of traffic  
 23 generators to our east and west. There's a  
 24 elementary school that generates traffic. There's a  
 25 large church that generates traffic. There's a  
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**19**

1 property within 1300 feet of the property that's  
 2 already zoned C-1. As I say, the reason for this  
 3 request is not to change anything that's been going  
 4 for the past 35 years. We're simply wanting to  
 5 continue and not have to go to any great financial  
 6 burden to dig up tanks or leave the property vacant  
 7 which it's not going to do any good for the  
 8 community in there way.  
 9 That's basically it. Without the rezoning,  
 08:49 10 we're at a loss with what to do with the property.  
 11 MR. BRISKE: Mr. Payne, in your capacity as the  
 12 agent here today, are you asking to be considered as  
 13 an expert witness or do you have qualifications that  
 14 would deem you be an expert in the area of land  
 15 planning?  
 16 MR. PAYNE: No, sir, I have no experience and I  
 17 am not an expert in land planning.  
 18 MR. BRISKE: I just want to make sure for the  
 19 record. Sometimes applicants ask to be qualified as  
 08:50 20 experts.  
 21 MR. PAYNE: No, sir. I'm simply here helping  
 22 out my father-in-law.  
 23 MR. BRISKE: Very good. Staff, do you have any  
 24 questions of the applicant at this point?  
 25 MS. CAIN: No, sir.  
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**20**

1 MR. BRISKE: Board members, questions of the  
 2 applicant?  
 3 (None.)  
 4 MR. BRISKE: We'll give you an opportunity to  
 5 come back and ask questions or give additional  
 6 information. At this time we'll go ahead and have  
 7 the staff do their presentation and then you'll have  
 8 an opportunity to come back.  
 9 MR. PAYNE: Thank you very much.  
 08:50 10 MR. BRISKE: Allyson.  
 11 (Allyson Cain, previously sworn.)  
 12 MS. CAIN: Rezoning Z-2011-08, 310 East Johnson  
 13 Avenue from R-5 to C-1.  
 14 Criterion (1) consistency with the  
 15 Comprehensive Plan. The proposed amendment to C-1  
 16 is consistent with the intent and purpose of the  
 17 Future Land Use Mixed Use Urban. Per the Future  
 18 Land Use 2.12.2, rezonings to higher densities may  
 19 be allowed within the Mixed Use Urban Future Land  
 08:51 20 Use category.  
 21 Criterion (2), consistent with the Land  
 22 Development Code. The proposed amendment is in  
 23 conflict with the locational portion of the Land  
 24 Development Code. It does not meet the locational  
 25 criteria as set forth in LDC 7.2.0.05.A or B because  
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**21**

1 the property is located more than half a mile from a  
 2 collector/arterial or arterial/arterial  
 3 intersection. The proposed amendment does not  
 4 constitute infill development due to the existing  
 5 residential uses in the area, although the applicant  
 6 did submit documentation to support the LDC  
 7 7.20.05.C.  
 8 When applicable, further review from the  
 9 Development Review Committee will be needed to  
 08:52 10 ensure that buffering requirements and all other  
 11 performance standards have been met.  
 12 Criterion (3), compatibility with surrounding  
 13 uses. The proposed amendment is not compatible with  
 14 the surrounding and existing uses in the area.  
 15 Within the 500-foot radius impact area, staff  
 16 observe 63 properties with zoning districts R-2 and  
 17 R-5. There were 38 single-family residences, ten  
 18 mobile homes, one bar/lounge, a church and 13 vacant  
 19 lots.  
 08:52 20 Criterion (4), changed conditions. There were  
 21 no changed conditions that the staff found that  
 22 would impact the amendment or property.  
 23 Criterion (5), effect on the natural  
 24 environment. According to the National Wetland  
 25 Inventory, wetlands and hydric soils were not  
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**22**

1 indicated on the subject property. When applicable,  
 2 further review from the Development Review Committee  
 3 will be necessary.  
 4 Criteria (6), development patterns. The  
 5 proposed amendment would not result in a logical and  
 6 orderly development pattern. The property is  
 7 located on a collector road in a predominately  
 8 residential area. The permitted uses of the C-1  
 9 zoning district are not of comparable intensity for  
 08:53 10 the surrounding uses and the property does not meet  
 11 the locational criteria of Commercial.  
 12 That's the end of the findings.  
 13 MR. BRISKE: Board members, questions of staff?  
 14 MS. DAVIS: I have a question. I understand  
 15 this was a gas station at one time?  
 16 MS. CAIN: Yes, ma'am.  
 17 MS. DAVIS: What was the zoning then, was it  
 18 the same, R-5?  
 19 MR. KERR: We're going to assume that when the  
 08:53 20 property was in use as a gas station that it did  
 21 have an R-5 zoning. It would appear that it's like  
 22 a lot of properties in this county that may have  
 23 nonconforming uses on them because they were perhaps  
 24 an existing use when zoning was assigned to the  
 25 property and as a nonconforming use, I'm sure they  
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**23**

1 were allowed to continue.  
 2 I think in this particular case what's happened  
 3 the use was discontinued for a period greater than a  
 4 year and so then at that point if whatever use the  
 5 property would have then would have to conform to  
 6 the zoning.  
 7 MS. DAVIS: Essentially it was grandfathered in  
 8 for that period of time?  
 9 MR. KERR: That's correct.  
 08:54 10 MR. TATE: I do have a question in regard to  
 11 that, whether it's grandfathered or however we  
 12 describe it. The infrastructure has always been in  
 13 place, the tanks, the pumps, the canopy. I  
 14 understand there was something that was destroyed,  
 15 but physically what it takes to operate a gas  
 16 station is still there other than the building was  
 17 destroyed.  
 18 MR. KERR: I really can't comment on that. The  
 19 owner of the property or his agent could attest to  
 08:55 20 that. We really could not attest to the existence  
 21 or nonexistence.  
 22 MR. TATE: I can attest to it because I live  
 23 there. What I'm asking is I'm asking a question.  
 24 It's physically there. It hasn't been removed. It  
 25 wasn't like it was totally wiped out. I understand  
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**24**

1 the fact that it was vacant in the sense that the  
 2 building was destroyed, but the use of the property  
 3 has never changed.  
 4 MR. KERR: Well, I think --  
 5 MR. TATE: I'm trying to --  
 6 MR. KERR: Yes, I understand. I think, though,  
 7 it would be the same situation as if there was a  
 8 building that has -- say a building is located next  
 9 door to a church. That building houses a nightclub.  
 08:55 10 The nightclub closes but all the furnishing, all  
 11 equipment and everything stays in there and then the  
 12 night -- but the night club is closed for a period  
 13 of longer than a year. And let's say it's in an R-3  
 14 zoning for illustration purposes. Regardless of the  
 15 fact that all the equipment and everything would be,  
 16 they still would not be able to -- someone else  
 17 would not be able to open that bar and nightclub  
 18 there because it's not consistent with the zoning.  
 19 MR. GOODLOE: I have a question regarding the  
 08:56 20 previous owner, the one that was foreclosed on. If  
 21 that owner had elected to rebuild after the fire,  
 22 there would have been no problem; is that correct?  
 23 MR. KERR: They could have replaced that. They  
 24 could not expand it.  
 25 MR. GOODLOE: They could have rebuilt the gas  
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**25**

1 station?

2 MR. KERR: Yes, sir.

3 MR. GOODLOE: But since it went into

4 foreclosure and changed ownership, it reverted back

5 to former zoning criteria; is that correct?

6 MR. KERR: It was the period of time there that

7 it was abandoned, too.

8 MR. PAYNE: The reason why it stayed abandoned

9 for more than a year is for obvious reasons. The

08:56 10 man that owned the building at the time it burned

11 was financially unable to do anything. Subsequently

12 after a couple of months we realized the foreclosure

13 process -- and I don't have to tell you how long

14 that takes. The reason it was closed for more than

15 a year, all this has come about is because it took a

16 period of time for our attorney to make the

17 foreclosure process happen for Mr. Jernigan to get

18 control again. The man would have rebuilt the

19 building himself. He was just financially unable

08:57 20 to. His insurance lapsed, for whatever reason I

21 don't know.

22 But this property has been a gasoline station,

23 like I said, for 30 or 35 years or more and that's

24 just what it's always been. As a matter of fact,

25 I've worked for Mr. Jernigan for 25 years. I didn't

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**26**

1 realize it was zoned R-5 until all this came about

2 and we were told, you know what? This is R-5. You

3 can't put a gasoline station back. You did not

4 respond within an arbitrary one-year period. We

5 could not have responded within the one-year period.

6 We did not have ownership of the property back.

7 MR. BRISKE: You mentioned that there were some

8 new tanks installed. When was that done?

9 MR. PAYNE: It was in the mid-nineties when all

08:58 10 the new codes came into effect from the County and

11 the State on the underground storage tanks. We put

12 in a new double walled underground storage tank.

13 It's called a Styty-3 (phonetic). It's cathodically

14 protected, good for 30 or 40 years. We also had to

15 replace the lines and all this was in the tune of 75

16 to \$100,000.

17 MR. BRISKE: When was the last time this

18 facility was inspected as an operational facility?

19 MR. PAYNE: Probably sometime soon before it

08:58 20 burned. It's required to be inspected at least once

21 a year by the County and it was in compliance at

22 that time.

23 MR. BRISKE: Do we have any of those documents

24 as part of the package?

25 MS. CAIN: No.

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1 MR. BRISKE: Additional questions?

2 MR. BARRY: I have a quick question. Did the

3 County have a response to the documentation that the

4 agent submitted for meeting Criterion C; do you have

5 an opinion on that?

6 MS. CAIN: For the compatibility that he

7 submitted? No, sir. That's actually -- the

8 Planning Board would make that determination if you

9 think the compatibility documentation is actually

08:59 10 suitable to meet the criteria.

11 MR. BARRY: How far is it? I see where it says

12 more than a half mile from collector/arterial or

13 arterial/arterial. How far is it?

14 MS. CAIN: It's over a mile.

15 MR. BARRY: What's the intersection that you're

16 using?

17 MR. FISHER: All the way to 29 because Palafox

18 is not considered.

19 MR. BARRY: Palafox is not considered an

08:59 20 arterial.

21 MR. FISHER: No.

22 MR. TATE: Chemstrand isn't either.

23 MR. FISHER: It's collector. It has to be a

24 collector/arterial.

25 MR. GOODLOE: I have an additional question,

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**28**

1 Mr. Chairman. Are there any other options available

2 to the owner now other than to seek to rezone this

3 to C-1 in order to reestablish their gas station?

4 Is there any kind of notice of waiver?

5 MR. KERR: No, sir. The only -- if they want

6 to continue the use as a gas station, they would

7 have to rezone the property.

8 MR. PAYNE: That's what we've been told.

9 MR. TATE: It could be a different rezoning.

09:00 10 There's other zoning categories that allow for the

11 use of a gas station.

12 MR. KERR: Yes, that's correct.

13 MR. PAYNE: I believe I was told that it could

14 be R-6 with an exception, because R-6 does not allow

15 the incidental sell of gasoline; we would actually

16 have to go through this process twice. What I was

17 told was ask for the R-6 zoning and come back and

18 ask for the exception to sell gasoline, so we made

19 the decision since it was a small piece of property

09:01 20 there's not much else that can be done with it other

21 than a small convenience store that it would be in

22 the best interest to go ahead and get it into the

23 zoning where both could be satisfied.

24 MR. TATE: Just a question for staff. What

25 he's referring to in R-6 you can do an automotive

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1 service station, I think. I mean, we're talking  
 2 more of repair?  
 3 MR. KERR: Well, the convenience store with  
 4 gasoline is a conditional use and automobile service  
 5 stations including repair and restoration are also  
 6 one of the conditional uses.  
 7 MS. DAVIS: Is it possible to downgrade it to  
 8 an R-6 at this meeting?  
 9 MR. KERR: It is possible to do that if you  
 10 want to recommend through the Board R-6. It's the  
 11 pleasure of the Board, if you recommend -- you could  
 12 possibly recommend denial of the C-1 and recommend  
 13 the R-6 zoning to the Board of Commissioners.  
 14 MR. BRISKE: If we did that, we would have to  
 15 craft findings on each one of the criterion  
 16 adjusting to an R-6.  
 17 MR. KERR: Yes, you would have to come up with  
 18 your findings that would be -- the findings to meet  
 19 the recommendation, that's correct.  
 20 MR. BARRY: I think it would only be crafting  
 21 the two that did not meet.  
 22 MR. KERR: One other criterion, though, that I  
 23 want to mention to you. Also the locational  
 24 criteria also applies to R-6, so there would be a  
 25 need, if the Board saw fit, if the Board wanted to  
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09:01

09:02

1 make a recommendation, in order for any development  
 2 to go ahead, you would have to also find that you  
 3 would waive the locational criteria or recommend  
 4 that the Board waive the locational criteria.  
 5 MR. WINGATE: Mr. Chairman.  
 6 MR. BRISKE: Yes, Mr. Wingate.  
 7 MR. WINGATE: As I kind of reviewed this with  
 8 just a little heartburn, looking at the total  
 9 neighborhood over time -- I used to have some  
 10 contact out in that particular neighborhood and some  
 11 particular time back when I always thought it was  
 12 kind of in a C-1 but it's R-5, but that was where a  
 13 lot of the people got their little stuff, potato  
 14 chips and stuff like that, and gas for the  
 15 neighborhood. As the neighborhood, you know, grew  
 16 with more and more people and gas goes up, you would  
 17 try to move shorter distances to get your supplies.  
 18 So I see where the criteria in the finding of  
 19 Criterion (3), you've got 63 properties. You've got  
 20 ten mobile homes. You've got 38 single-families.  
 21 You've got a lounge, a church and bar. The church  
 22 has its criteria. The bar, it's got to be a C-1 in  
 23 a classification for it to survive.  
 24 So there's some conflict there that with the  
 25 neighborhood and all that I said, well, it's not  
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09:03

09:04

1 compatible to a point. If it was grandfathered, it  
 2 probably at some point was compatible. So I was  
 3 just thinking every neighborhood needs a little  
 4 general store. Every neighborhood doesn't need a  
 5 Walmart. Walmart is two or three miles down the  
 6 road. Sometimes with a lot of older citizens that  
 7 do live in that area, it does make it more workable  
 8 to get where you need to get. I do understand the  
 9 criteria, you know, looking at the findings. It  
 10 probably would have to go to -- DRC is going to have  
 11 to do their thing even though we did figure some way  
 12 to get this where it could be opened back up in a  
 13 viable business that would bring income to the  
 14 owners and tax revenue to the County, even though  
 15 the current zoning says it's not -- almost not  
 16 possible, but all things are possible if you work a  
 17 way. So I don't see exactly a way that I know, but  
 18 I do have that possibly.  
 19 MR. PAYNE: If I may say so, the reason why  
 20 this has been a gasoline store for 35 years is it  
 21 does serve the neighborhood and that's why it's been  
 22 successful and been able to stay there all this  
 23 time. The unfortunate fire is what got all this  
 24 into motion and made us all realize we're not even  
 25 zoned. This has been either grandfather or maybe  
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09:05

09:06

1 one time it was correct. Who knows 35 or 40 years  
 2 ago what was going on.  
 3 The biggest sticking point with I said C-1 or  
 4 R-6 with an exception or whatever the word you used  
 5 was, the biggest thing is the fact that we do have  
 6 the gasoline storage tanks and for those to be any  
 7 use we have to have this property zoned to where  
 8 that would be allowed. Even though we've been doing  
 9 this for 35 or more years and there's never been a  
 10 problem.  
 11 MR. BRISKE: The dispersment of gasoline is  
 12 allowed in R-6 with a conditional use; is that what  
 13 you're saying?  
 14 MR. KERR: That's correct. You can have a  
 15 convenience store with gasoline sales as a  
 16 conditional use in R-6.  
 17 MR. BARRY: To even that do that, I think we  
 18 have to accept the compatibility analysis as the  
 19 waiver for the locational criteria because I think  
 20 to be R-6 we would have to be waiving the same  
 21 criteria we would be waiving for C-1.  
 22 MR. BRISKE: Karen, would you bring up the R-6,  
 23 what is allowable in the R-6 zoning districts,  
 24 please?  
 25 MR. TATE: While she's doing that can I ask a  
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09:06

09:07

33

1 question relative to what we're -- our train of  
 2 thought? A block over from this, a little bit  
 3 further back on the north side of Johnson there is a  
 4 lounge in this R-5 area. What would it -- what's  
 5 the proper zoning for that? I don't think the  
 6 residential zoning is.

7 MR. KERR: No, that is correct. That's not.  
 8 I'm looking at C-1 right now. Let me look to just  
 9 verify that, because I'm not sure off the top of my  
 10 head.

09:08 11 MR. TATE: We have a business operating in an  
 12 R-5 that's --

13 MR. PAYNE: If I may say so. I'm looking at  
 14 what I believe is R-6 and line three says  
 15 restaurants including on premises consumption of  
 16 alcohol.

17 MR. BRISKE: That's in R-6?

18 MR. KERR: No.

19 MR. BRISKE: I believe you're looking at C-1,  
 20 possibly.

21 MR. KERR: That may be a higher zoning. We'll  
 22 verify it.

23 MR. BRISKE: While they're searching for this,  
 24 Mr. Payne, obviously the concern is that if the  
 25 Board and the Board of Commissioners grant a  
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1 rezoning, then anything that is allowed in C-1 could  
 2 go on this property. In other words, we're not  
 3 really allowed to zone project specific so even  
 4 though you want to put a gas station there, anything  
 5 that's on that list for C-1 could potentially come  
 6 in there if it's rezoned to that and that's why  
 7 there's kind of a Catch-22 with the fact that you've  
 8 operated it so long versus what we're trying to do  
 9 here.

09:09 10 MR. PAYNE: I understand that. My only  
 11 thinking in my simplistic mind was that this is such  
 12 a small piece of property that maybe some of the  
 13 things that would be a concern of C-1 couldn't go  
 14 there for normal setback requirements and all that  
 15 anyway. It's a small piece of property. I really  
 16 can't see much of anything allowed to be put there  
 17 other than a small convenience store just as it  
 18 existed. But I can certainly tell you if we were to  
 19 be granted R-6 with the exception that we could sell  
 09:09 20 gasoline, we would be happy with that. Again, the  
 21 reason I didn't pursue it in that direction, it was  
 22 my understanding that we would have to go through  
 23 the process twice, to get R-6 the first time and the  
 24 ability to sell gasoline the second time.

25 MR. BRISKE: It's actually two separate  
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1 processes. You would come here for the rezoning and  
 2 you would have to go to the Board of Adjustment for  
 3 a conditional use. It's a different board.

4 MR. KERR: Mr. Chairman, if I may, the C-1  
 5 allows for a bar and nightclub provided as a  
 6 conditional use.

7 MR. BARRY: Do we have any public speakers?

8 MR. BRISKE: We do have some speakers. Let's  
 9 go ahead. You have R-5 up there.

09:10 10 MR. HOLMER: Mr. Chairman, this is R-6,  
 11 permitted uses in R-6 right here.

12 MS. CAIN: You have food and drug convenience  
 13 store without the sale of gasoline and then at the  
 14 bottom on number five automobile service station  
 15 with no outside storage, minor repairs only.

16 MR. BRISKE: Is that what this would be  
 17 qualified under?

18 MR. HOLMER: If it was R-6, then you would come  
 19 down here to the conditional uses and as you can see  
 09:11 20 under number five in conditional uses has the sale  
 21 of gasoline.

22 MR. BRISKE: Okay. Mr. Goodloe.

23 MR. GOODLOE: Mr. Chairman, I would ask a  
 24 question of Mr. Payne. Is your store going to  
 25 exceed 6,000 square feet?

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1 MR. PAYNE: No, sir, I don't think so. I think  
 2 the store that was there, off the top of my head,  
 3 was about 900 square feet. You said 6,000? Heavens  
 4 no. Nobody's got that kind of money.

5 MR. BRISKE: Mr. Kerr, if it was -- and I'm  
 6 just throwing a hypothetical. If it was rezoned to  
 7 R-6 and gets the conditional use, he would still  
 8 have to go through the Development Review Committee  
 9 process?

09:12 10 MR. KERR: That's correct, because we would  
 11 have to review to ensure that the property met all  
 12 of the stormwater requirements and so forth for the  
 13 regulations that are on the books for today, parking  
 14 requirements, stormwater, landscaping and all those  
 15 things.

16 MR. BRISKE: If he gets C-1, he will still have  
 17 to go through the same process.

18 MR. KERR: Yes.

19 MR. BRISKE: Mr. Payne, you understand that  
 09:12 20 regardless of what decision, if it goes either one  
 21 of those ways, there's still going to be another  
 22 step of going through the DRC process because I  
 23 guess basically it's considered a new project even  
 24 though it's been there for a long period of time.

25 MR. PAYNE: If that's the way it is, that's the

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1 way it is. We're just trying to move forward with  
 2 the property in the best way we can.  
 3 MR. WINGATE: Mr. Chairman, one question.  
 4 MR. BRISKE: Yes, Mr. Wingate.  
 5 MR. WINGATE: I was looking at Criterion (3)  
 6 and even if we went some way to get to the zoning  
 7 that he wanted, there's a church in there. The  
 8 church is not going to allow him to do certain  
 9 things as far as there would be no alcoholic  
 10 beverages and things of that particular nature that  
 11 falls under the criteria if a church is within  
 12 1,000 feet.

09:13

13 MR. TATE: I don't think this has anything to  
 14 do with the sale; is that correct?  
 15 MR. HOLMER: Off premises beer and wine sales  
 16 are allowed. Any sort of on premise consumption or  
 17 liquor sales consumption a conditional use would  
 18 have to be sought.

09:13

19 MR. BRISKE: Why don't we do this. We do have  
 20 a couple of speakers signed up to speak. They're  
 21 still getting all the information out on the table  
 22 and we'll come back and give you guys a chance to  
 23 think about it a little bit. All right.

24 For those members of the public who wish to  
 25 speak on this matter, please note that the Planning  
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1 Board bases our decision on the criteria and  
 2 exceptions described in Section 2.08.02.D of the  
 3 Escambia County Land Development Code. During our  
 4 deliberations the Planning Board does not consider  
 5 general statements of support or opposition.  
 6 Accordingly, please limit your testimony to the  
 7 criteria around exceptions described in 2.08.02.

09:14

8 And also, please note only those individuals who  
 9 speak today and give testimony on the record at this  
 10 hearing before the Planning Board will be allowed to  
 11 speak at the subsequent hearing before the Board of  
 12 County Commissioners.

13 We do have a couple of speakers signed up.  
 14 Let's start with Priscilla Baldwin. Please come  
 15 forward.

16 MR. BRISKE: Good morning, ma'am. If you will,  
 17 state your name and address and be sworn in.

18 MS. BALDWIN: My name is Priscilla Baldwin,  
 19 8510 Sonny Boy Lane.

09:15

20 MR. BRISKE: Ms. Baldwin, could you adjust the  
 21 microphone so we can hear you?

22 (Priscilla Baldwin sworn.)

23 MR. BRISKE: Good morning, ma'am.

24 MS. BALDWIN: Good morning. Well, I live  
 25 directly behind the gas station. And he was correct

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1 that the gas station has been there since we built  
 2 our house in '68. We've been having problems with  
 3 that gas station for the past several years starting  
 4 in '07. For the old owners that owned Mr. B's, they  
 5 sold the gasoline. They also sold alcoholic  
 6 beverages, which also allowed people to loiter on  
 7 that particular property. And that was from  
 8 seven o'clock in the morning until the time I got  
 9 off at five o'clock and it was an all day process  
 10 with them coming, parking their cars, staying all  
 11 day. This was even addressed with the police coming  
 12 in and out of the neighborhood trying to get them  
 13 off the property. Ongoing, we also had problems  
 14 with young men selling drugs under the tree, so we  
 15 had a variety of different things going on with the  
 16 property.

09:16

17 Also, with me living behind the gas station,  
 18 the gas station blew up July 29th. And when I  
 19 called the fire marshall, that was the date that was  
 20 given. We literally live directly behind the gas  
 21 station, so when it blew, if the tanks had been  
 22 active, it would have took off the whole block of  
 23 people and it happened in the three o'clock morning  
 24 process. So the owners that are getting ready to  
 25 take over possession, they need to realize that

09:16

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1 other people's lives are in danger, because where  
 2 the gas lines are, where they come to put the gas in  
 3 is directly toward my home. So we had to leave  
 4 early in the morning for our lives because we did  
 5 not have the understanding that the gas tanks were  
 6 active or not. That needs to be considered because  
 7 we live directly behind that service station.  
 8 That's what I needed to say.

09:17

9 MR. BRISKE: Thank you. Mr. Payne, any  
 10 questions for the witness?

11 MR. PAYNE: No, sir. The only thing I can say  
 12 about the gasoline --

13 MR. BRISKE: Sir, if you're going to speak, we  
 14 will need you to come to the microphone. This is  
 15 basically just a point to question Ms. Baldwin and  
 16 we'll let you have another chance to put statements  
 17 on the record.

18 MR. PAYNE: I have no questions.

19 MR. BRISKE: Staff, any questions?

09:17

20 MS. CAIN: No.

21 MR. BRISKE: Board members?

22 (None.)

23 MR. BRISKE: Thank you very much, Ms. Baldwin.

24 (Witness excused.)

25 MR. BRISKE: We'll give you another

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1 opportunity, Mr. Payne, to get things on the record.  
 2 I believe Olive Davis, did you sign up for this  
 3 one?  
 4 MS. DAVIS: Yes.  
 5 MR. BRISKE: Yes, ma'am. Please come forward.  
 6 Good morning, ma'am. If you will, please state your  
 7 name and address and be sworn in, please.  
 8 MS. DAVIS: My name is Olive Davis, 631 Beck  
 9 Avenue. I'm the owner of Anthony's Lounge  
 09:18 10 (phonetic).  
 11 MR. BRISKE: Let's have her swear you in,  
 12 please.  
 13 (Olive Davis sworn.)  
 14 MR. BRISKE: Thank you, Ms. Davis.  
 15 MS. DAVIS: I'm the owner of Anthony's Lounge.  
 16 I want to know if they rezone it will it affect  
 17 Anthony's Lounge because that's my business. Will  
 18 it affect my business if it's rezoned.  
 19 MR. BRISKE: Well, I mean there could  
 09:18 20 potentially be effects. I don't know. This would  
 21 not affect your property, so to speak.  
 22 MS. DAVIS: It's my property and my business is  
 23 on that property.  
 24 MR. BRISKE: We would not be taking any action  
 25 on any surrounding properties, just on this one  
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1 parcel itself.  
 2 MS. DAVIS: That was my question. Thank you.  
 3 MR. BRISKE: Is there anyone else that wishes  
 4 to speak from the public on this matter?  
 5 (None.)  
 6 MR. BRISKE: All right. Hearing none, we will  
 7 now close the public comment portion of the hearing.  
 8 And, Mr. Payne, if you would like to come back  
 9 forward, please, and we'll go ahead and get your  
 09:19 10 statement on the record.  
 11 MR. PAYNE: I guess I really don't have much of  
 12 a statement. The gasoline storage tanks and the  
 13 lines are put in the ground under specifications  
 14 that would prevent any kind of dangerous -- her  
 15 concern about the store blowing up and burning down  
 16 that affecting the gasoline storage tank, there are  
 17 systems in place to prevent any commingling of the  
 18 two, if you will. I understand her concern, of  
 19 course, but the station has been there for a long  
 09:19 20 period of time and, hopefully, nothing would ever  
 21 happen like that, but, again, the gasoline tanks sit  
 22 directly next to where the store was within 30 feet.  
 23 They're underground. They're UL listed.  
 24 Everything, of course, is by code and personally I  
 25 don't feel there would be any danger. As we've  
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1 already seen, the station can burn up and blow away  
 2 and it's not going to present any potential hazard  
 3 to the gasoline storage tanks whether they're active  
 4 or not.  
 5 MR. BARRY: Mr. Chairman, a quick question for  
 6 Mr. Kerr. Logistically, if we're looking at denying  
 7 C-1 -- if it was recommended denying C-1 and  
 8 approving R-6, then it would be accepting Criterion  
 9 (1), (2), (3) and (5) in the packet as it is, and it  
 09:20 10 would be rejecting Criterion (2) and (6) given the  
 11 compatibility analysis that was submitted by the  
 12 applicant and that ends up with a denial of C-1.  
 13 And then in the acceptance of R-6 would be  
 14 accepting Criterion (1), (4) and (5), and rejecting  
 15 (2), (3) and (6).  
 16 MR. GOODLOE: Just a waiver of those.  
 17 MR. BARRY: Well, you've got to reject the  
 18 Criterion (2) due to the compatibility analysis and  
 19 allowing the waiver given the compatibility analysis  
 09:21 20 submitted, and then that would be rejecting  
 21 Criterion (3), as well, if we go to R-6, because  
 22 then you're saying that it would -- then we would be  
 23 recommending that it is compatible with the  
 24 surrounding uses as an R-6. Is that logistically  
 25 how that would work?  
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1 MR. KERR: Yes, sir.  
 2 MR. BRISKE: I think to make it clear and  
 3 clean, Mr. Barry, that I would think that we would  
 4 want to clearly in the motion state each of the six  
 5 criterion to make sure that we had them all on the  
 6 record and what we were accepting, if you decide to  
 7 go that way.  
 8 Other questions for the applicant or for the  
 9 staff?  
 09:22 10 Is the Board ready to make a recommendation?  
 11 MR. BARRY: I'll make a recommendation. I may  
 12 need a little bit help from our county attorney.  
 13 I recommend denial of the application from R-5  
 14 to C-1 and accept the Findings-of-Fact on Criteria  
 15 (1), (3), (4) and (5), and reject the  
 16 Findings-of-Fact for (2) given the compatibility  
 17 analysis that's been submitted. And reject  
 18 Criterion (6), saying that it would result in a  
 19 logical and orderly development.  
 09:22 20 And recommend approval from R-5 to R-6 with  
 21 accepting the Findings-of-Fact for (1), (4) and (5),  
 22 and rejecting the Findings-of-Fact on Criterion (2),  
 23 (3) and (6), again, given the compatibility analysis  
 24 that was submitted and with the difference being  
 25 that the proposed amendment would be compatible with  
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1 the existing and surrounding uses when rezoning to  
 2 R-6.  
 3 MS. SINDEL: Second.  
 4 MR. BRISKE: We have a motion and a second.  
 5 Discussion?  
 6 MR. KERR: Mr. Chairman, I believe the Board  
 7 may want to consider whether or not to waive the  
 8 locational criteria, as well, make that part of your  
 9 motion.  
 09:23 10 MR. BARRY: Yes, if amending, then to waive the  
 11 locational criteria. That had to happen on the  
 12 denial of C-1, as well as on the approval of R-6.  
 13 MR. KERR: That's correct. If you're accepting  
 14 the compatibility analysis, you may also want to  
 15 consider to waive the locational criteria.  
 16 MR. BARRY: So amended.  
 17 MS. SINDEL: Second.  
 18 MR. BRISKE: Further discussion?  
 19 MR. TATE: I would just like to say for the  
 09:24 20 record that in regards and in support of the motion  
 21 that something needs to be there and be operating in  
 22 a good condition. I've lived there since  
 23 December 31st, 1999. I live 501 feet away from the  
 24 store, so I was just outside the notification circle  
 25 of those that were notified in the area. The  
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1 problems that we've had in the area are typically  
 2 not from the area. They're not people who live in  
 3 our area, people who come there, and it's just a  
 4 matter of the management of operation that takes  
 5 care of some of those issues.  
 6 MR. BRISKE: Any other discussion?  
 7 All right. All those in favor say aye.  
 8 (Board members vote.)  
 9 MR. BRISKE: Opposed.  
 09:25 10 (None.)  
 11 (The motion passed unanimously.)  
 12 MR. BRISKE: Mr. Payne, this will be a  
 13 recommendation to the Board of County Commissioners  
 14 that it be rezoned to an R-6, which would require,  
 15 first of all that you have to go through the Board  
 16 of County Commissioners and let them either approve  
 17 or deny the request. And then it would require  
 18 going back to the Board of Adjustment for a  
 19 conditional use and, of course, through the  
 09:25 20 Development Review Committee process before the  
 21 business could be opened.  
 22 (Conclusion of Z-2011-08; the transcript  
 23 continues on Page 47.)  
 24 \* \* \*  
 25 TAYLOR REPORTING SERVICES, INCORPORATED

1 \* \* \*  
 2 CASE NO: Z-2011-09  
 Location: 3411 John Street  
 3 Parcel: 16-2S-30-1001-330-004  
 From: R-4, Multiple-Family District (cumulative)  
 4 Medium High Density (18du/acre)  
 To: R-5, Urban Residential/Limited Office District  
 5 (cumulative) High Density (20 du/acre)  
 FLU Category: MU-U, Mixed Use Urban  
 6 BCC District: 3  
 Requested by: Tanaya Rosa, Agent for Keith L. Davis, Owner  
 7  
 8 MR. BRISKE: Let's move on to our next case.  
 9 Our next case today is Z-2011-09, 3411 John Street  
 09:26 10 from R-4, Multiple Family District, Medium Density,  
 11 to R-5, Urban Residential/Limited Office District,  
 12 High Density.  
 13 And we'll go through our ex parte communication  
 14 disclosures again. Members of the Board, has there  
 15 been any ex parte communication between you and the  
 16 applicant, the applicant's agent, attorneys or  
 17 witnesses or with any fellow Planning Board members  
 18 or anyone from the general public prior to this  
 19 hearing? I will also ask if you have visited the  
 09:26 20 subject site and please also disclose if you are a  
 21 relative or business associate of the applicant or  
 22 the applicant's agent. Starting with Ms. Stephanie,  
 23 again.  
 24 MS. ORAM: No communications and no  
 25 disclosures.  
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1 MR. BRISKE: Mr. Goodloe.  
 2 MR. GOODLOE: No communication, and I have  
 3 visited the site.  
 4 MR. BARRY: No communication, and I'm not  
 5 familiar with the site.  
 6 MR. BRISKE: For the Chairman, none on both  
 7 accounts.  
 8 Mr. Tate.  
 9 MR. TATE: None.  
 09:27 10 MS. DAVIS: None to all of the above.  
 11 MR. BRISKE: Mr. Wingate.  
 12 MR. WINGATE: I've driven by the site for a  
 13 site view and that's my limited information on the  
 14 site.  
 15 MR. BRISKE: All right. And Ms. Sindel.  
 16 MS. SINDEL: No communication. I am familiar  
 17 with the site.  
 18 MR. BRISKE: All right. At this time we'll ask  
 19 Tanaya Rosa to please come forward. She is acting  
 09:27 20 as the agent for Keith Davis, who is the owner. Ms.  
 21 Rosa, if you will, please state your name and  
 22 address for the record, please.  
 23 MS. ROSA: Tanaya Rosa, 4420 Montpellier Drive,  
 24 zip code 05.  
 25 MR. BRISKE: All right. Be sworn in, please.  
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## DEVELOPMENT SERVICES DEPARTMENT FINDINGS-OF-FACT

REZONING CASE: Z-2011-08  
May 9, 2011

### I. SUBMISSION DATA:

**BY:** Robert Payne, Agent  
**FOR:** G.M. and Louise Jernigan, Owners  
**PROPERTY REFERENCE NO.:** 12-1S-30-6106-004-001  
**PROJECT ADDRESS:** 310 East Johnson Avenue  
**FUTURE LAND USE:** MU-U, Mixed-Use Urban  
**COMMISSIONER DISTRICT:** 5  
**BCC MEETING DATE:** June 2, 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.

**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 2.1.2 Compact Development.** To promote compact development, FLUM amendments and residential rezoning to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

## **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**. Per FLU 2.1.2, rezoning to higher densities may be allowed within the Mixed Use Urban future land category.

## **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.
- B. They may be located along an arterial or collector roadway up to one-half mile from a collector/arterial or arterial/arterial intersection when all of the following additional criteria are met:
  1. The property shall not abut a single-family residential zoning district (R-1, R-2, V-1, V-2, V-2A, and V-3);
  2. There shall be adequate fencing along with buffering and landscaping to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8;
  3. Lower intensity uses must be located next to abutting residential dwellings to reduce negative impacts;
  4. Intrusions into residential subdivisions shall be limited; and
  5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics.
- C. They may be located along an arterial or collector roadway more than one-half mile from a collector/arterial or arterial/arterial intersection without meeting the above additional requirements when one of the following conditions exists:
  1. The property is located within one-quarter mile of a traffic generator or collector, such as commercial airports, medium to high density apartments, military installations, colleges and universities, hospitals/clinics, or other similar uses generating more than 600 AADT (average annual daily traffic); or
  2. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

## **FINDINGS**

The proposed amendment **is in conflict** with the locational criteria portion of the Land Development Code. The property does not meet the locational criteria as set forth in LDC 7.20.05.A or B. because the property is located more than one half mile from a collector/arterial or arterial/arterial intersection. The proposed amendment does not constitute infill development as set forth in LDC 7.20.05.C. due to the existing residential uses in the area. The applicant's agent has submitted documentation with application to support LDC 7.20.05.C.

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 not compatible** with surrounding existing uses in the area.

Within the 500' radius impact area, staff observed 63 properties with zoning districts R-2 and R-5. There are 38 single family residences, 10 mobile homes, one bar lounge, one church and 13 vacant lots.

### **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 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.**

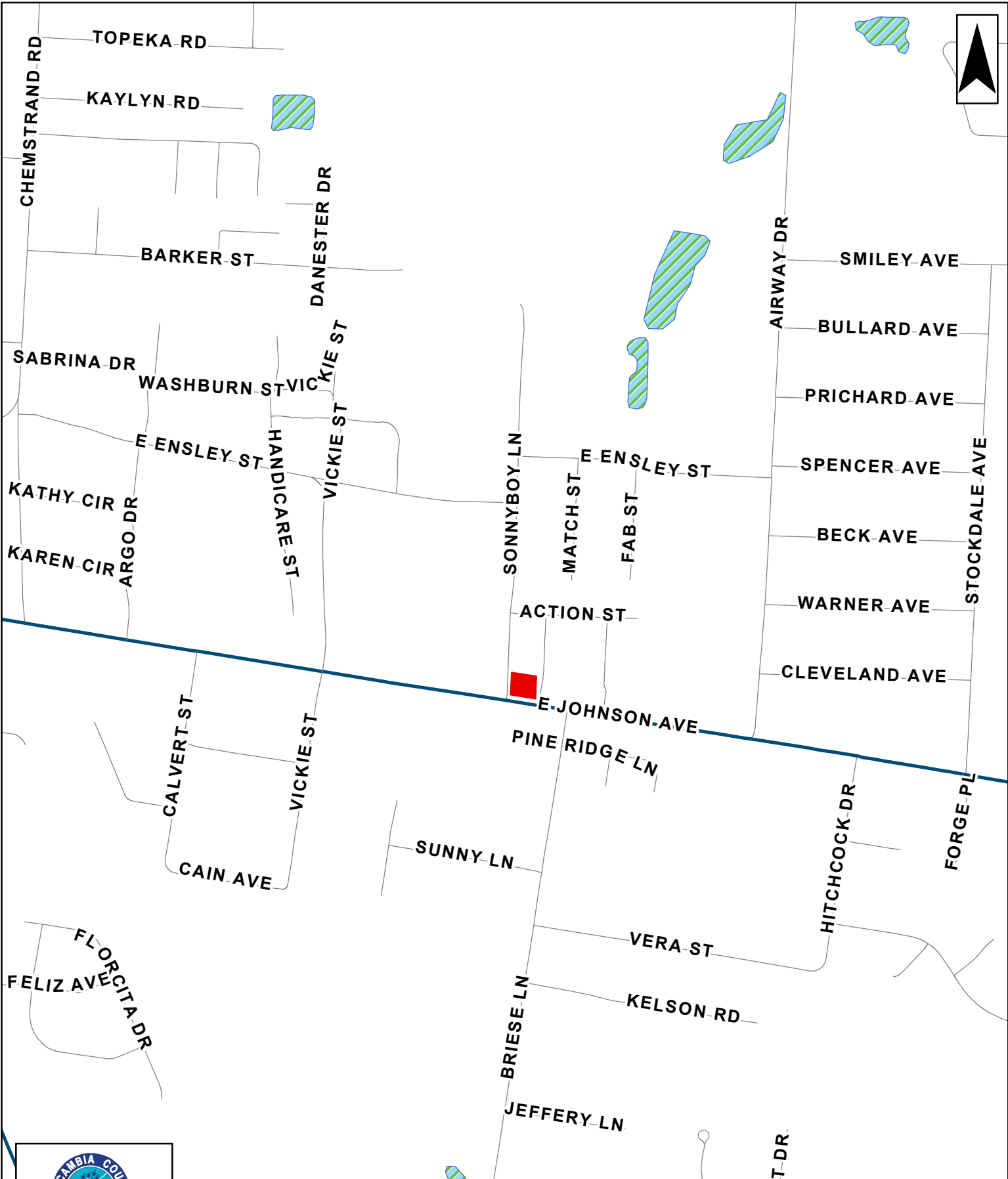
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

### **FINDINGS**

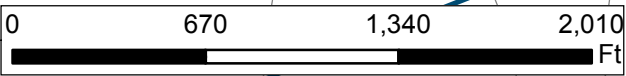
The proposed amendment **would not result** in a logical and orderly development pattern. The properties are located along a collector road in a predominately residential area. The permitted uses of the C-1 zoning district are not of a

comparable intensity of the surrounding uses and the property does not meet locational criteria for commercial development.


**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.



**Z -2011-08  
LOCATION & WETLAND**



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





SONNYBOY LN

MACK ST

E JOHNSON AVE

BRIESE LN

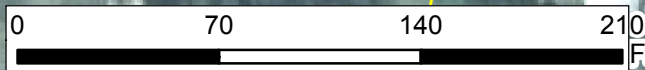
PINE RIDGE LN



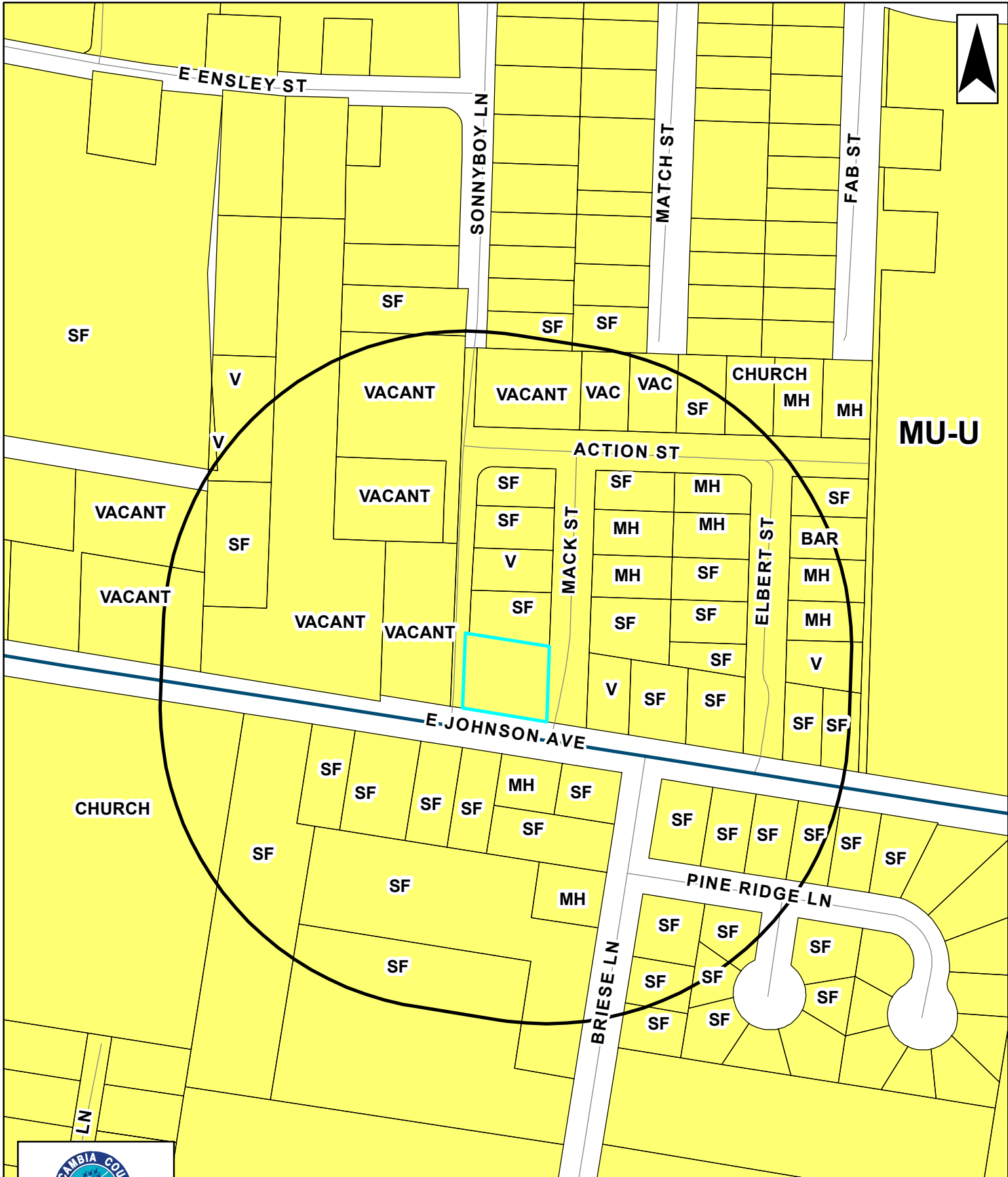
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Planning and Zoning Dept.

# Z -2011-08 AERIAL

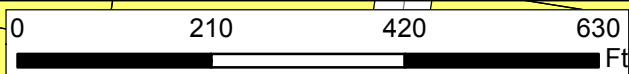


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS




MU-U

# Z-2011-08 FLU/ELU



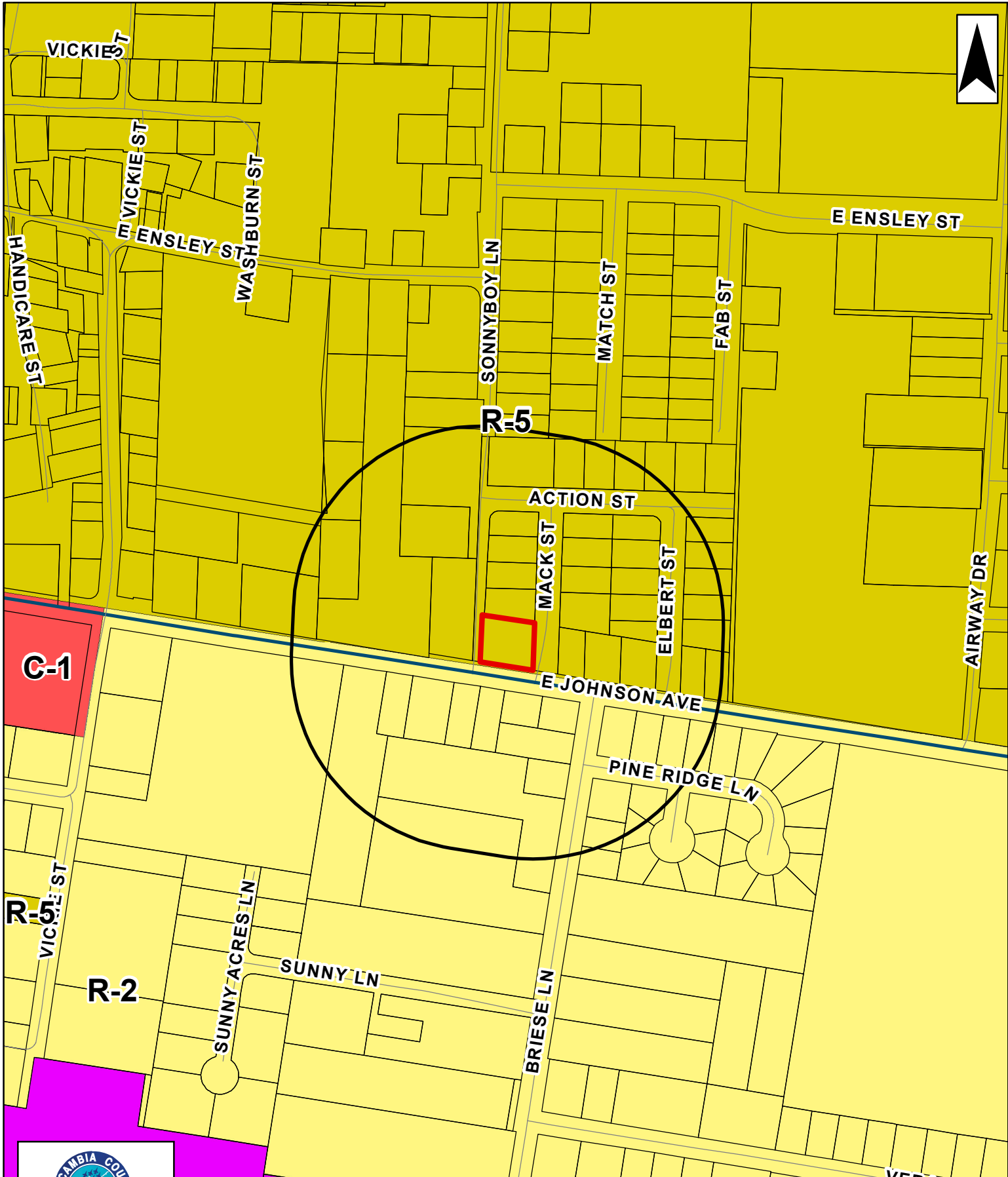
- parcel\_cama\_Buffer2
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



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Planning and Zoning Dept.





# Z-2011-08 ZONING

- SHAPE1
- parcel\_cama\_Buffer4
- 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.

# Public Notice Sign







**Looking South across Johnson Ave.**





**Looking West along Johnson Ave toward Sonnyboy Ln**





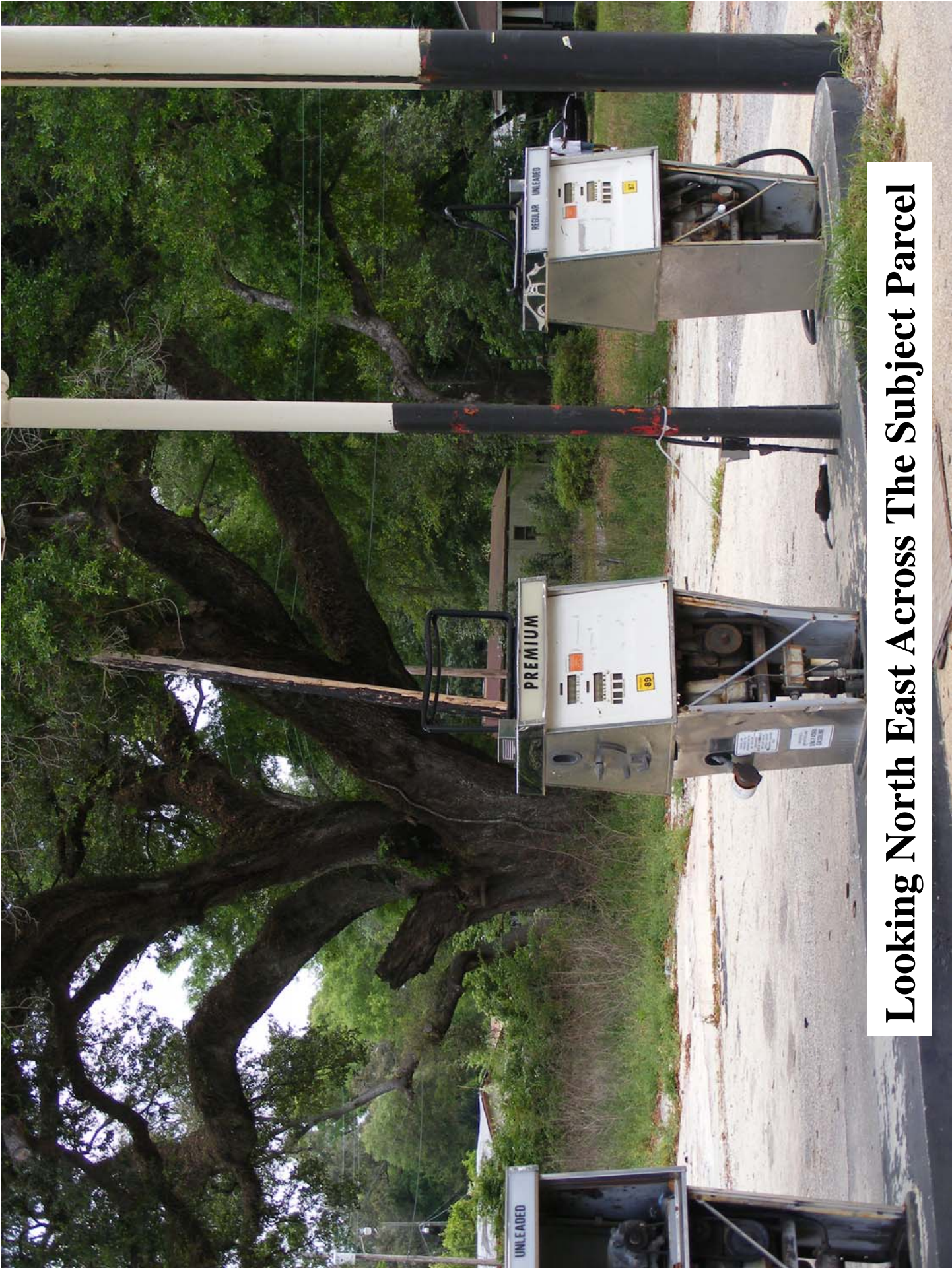
Looking North from subject property





**Looking East at Mack Street from Subject Property**





Looking North East Across The Subject Parcel





**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: G.M. Jernigan and Louise Jernigan Phone: 850-433-1330  
Address: P.O. Box 17858, Pensacola, FL 32522 Email: bobby.glens@att.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: 310 E. Johnson Avenue, Pensacola, FL 32514  
Property Reference Number(s)/Legal Description: 1215306106004001

**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] Glendon Marvin Jernigan 2/23/11  
Signature of Owner/Agent Printed Name Owner/Agent Date

[Signature] Louise W Jernigan 2/23/2011  
Signature of Owner Printed Name of Owner Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February 20 11.

by Louise Woods Jernigan Glendon Marvin Jernigan  
Personally Known  OR Produced Identification  Type of Identification Produced: FL DL 1652-293-25-340-0 - Jernigan  
[Signature] Karen S. Spitsbergen FL DL 1652-539-31-513-0 - Louise Jernigan

[Signature] Karen S. Spitsbergen  
Signature of Notary Printed Name of Notary  
(notary seal must be affixed)

**FOR OFFICE USE ONLY**

Meeting Date(s): 5-9-11 Accepted/Verified by: K Spitsbergen Date: 3/23/11

Fees Paid: \$ 1500<sup>00</sup> Receipt #: 5278387 Permit #: PRZ110320007

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

Revised 12-21-10





# Development Services Bureau

Escambia County, Florida

FOR OFFICE USE:

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

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

Property Reference Number(s): 1215306106004001

Property Address: 310 E. Johnson Avenue Pensacola, FL 32514

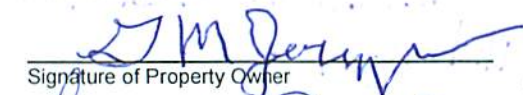
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed 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 23<sup>rd</sup> DAY OF February, YEAR OF 2011.

  
 Signature of Property Owner

  
 Signature of Property Owner

Glen Jernigan  
 Printed Name of Property Owner

Louise Jernigan  
 Printed Name of Property Owner

2/23/2011  
 Date

2/23/2011  
 Date





FOR OFFICE USE:

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

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

As owner of the property located at 310 E. Johnson Avenue, Pensacola,  
Florida, property reference number(s) 1215306106004001

I hereby designate Robert Payne 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: Robert Payne Email: bobby.glens@att.net  
Address: P.O. Box 17858, Pensacola, FL 32522 Phone: 850-982-8531

[Signature] Glendon Marvin Jernigan 2/23/11  
Signature of Property Owner Printed Name of Property Owner Date

[Signature] LOUISE JERNIGAN 2/23/2011  
Signature of Property Owner Printed Name of Property Owner Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23rd day of February 20 11,  
by Louise Woods Jernigan, Glendon Marvin Jernigan Marvin Jernigan  
Personally Known  OR Produced Identification . Type of Identification Produced: FL DL 1652-593-25-340-2 Jernigan  
FL DL 1652-589-31-513-0 Louise Jernigan

[Signature] Karen S Spitsbergen  
Signature of Notary Printed Name of Notary







# Development Services Bureau

Escambia County, Florida

bobby.glens@att.net  
← email maps  
AADT listings

## PLANNING BOARD REZONING PRE-APPLICATION SUMMARY FORM

12-15-30-6106-004-001  
Property Reference Number

Glenn Jernigan  
Name  
Bobby Payne - 1/24

310 E Johnson Avenue  
Address

Owner

Agent

Referral Form  
Included? Y / N

### MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: \_\_\_\_\_

### PROPERTY INFORMATION

Current Zoning: R-5 Size of Property: 0.40 +/-  
 Future Land Use: MU-1 Commissioner District: 3  
 Overlay/AIPD: N/A Subdivision: N/A  
 Redevelopment Area: N/A

### COMMENTS

Desired Zoning: At C-1

Is Locational Criteria applicable? Yes If so, is a compatibility analysis required? Yes  
0.74 miles<sup>2</sup> from the Palafox & Johnson intersection. CPP 7.A.4.13.3.A or B.

-Boundary Survey - agent to obtain

	<u>Planning Board</u>	<u>BCC</u>
<u>Deadline Dates:</u>	<u>2/3</u>	<u>4/7</u>
	<u>3/3</u>	<u>5/5</u>

- 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: David Forte Date: 1/24/11

Applicant/Agent Name & 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.

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

G.M. JERNIGAN and LOUISE JERNIGAN,

Plaintiffs,

Case No.: 2010 CA 002068

Division: A

vs.

HONG VAN NGUYEN, ROBERT JOHNSON,  
ESCAMBIA COUNTY, FLORIDA, THE DEPARTMENT  
OF REVENUE OF THE STATE OF FLORIDA,

Defendants.

CERTIFICATE OF TITLE

The undersigned clerk of the court certifies that he or she executed and filed a Certificate of Sale in this action on December 2, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections. The following property in Escambia County, Florida:

Parcel 1:

Commence at the Southwest corner of Government Lot 6, Section 12, Township 1 South, Range 31 West, Escambia County, Florida; thence North along the West line of said Lot 6 for 33.18 feet to the North right of way line of Johnson Avenue (66' R/W); thence South 84°00'00" East along said North right of way a distance of 214.19 feet to the Point of Beginning; thence continue South 84°00'00" East for 63.86 feet; thence North 00°00'00" East for 130.00 feet; thence North 84°00'00" West for 63.86 feet to the East right of way line of Mack Street (66' R/W); thence South 00°00'00" East along said East right of way line for 130.00 feet to the point of beginning.

Parcel 2:

Certificate of Title  
Case No. 2010 CA 002068  
Page 1 of 2

Case: 2010 CA 002068



00057361183

Dkt: CA1173 Pg#:

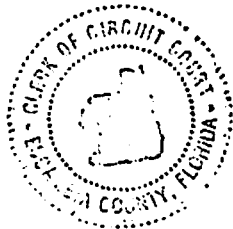
2 26

\$10000

Commence at the Southwest corner of Government Lot 6, Section 12, Township 1 South, Range 31 West, Escambia County, Florida; thence North along the West line of said Lot 6 for 33.18 feet to the North right of way line of Johnson Avenue (66' R/W); thence South 84°00'00" East along said North right of way a distance of 20.11 feet to the Point of Beginning; thence continue South 84°00'00" East for 127.71 feet to the West right of way of Mack Street (66' R/W); thence North 00°00'00" East along said West right of way line of Mack Street for 130.00 feet; thence North 84°00'00" West for 127.71 feet; thence South 00°00'00" for 130.00 feet to the Point of Beginning. Being Lots 20 and 21 of an unrecorded plat by J.W. Cook.

was sold to G.M. Jernigan and Louise Jernigan,

WITNESS my hand and the seal of the court on December 14, 2010.



ERNIE LEE MAGAHA  
As Clerk of the Court

By: Cheri R. [Signature]  
As Deputy Clerk

Conformed Copies To:

Charles P. Hoskin, Esq.  
Alison Rogers, Esq.  
Hong Van Nguyen  
Robert Johnson  
The Department of Revenue of the State of Florida

Certificate of Title  
Case No. 2010 CA 002068  
Page 2 of 2



[Back](#)

**Source: Escambia County Property Appraiser**

[Restore Full Page Version](#)

<b>General Information</b>		<b>2010 Certified Roll Assessment</b>	
<b>Reference:</b>	121S306106004001	<b>Improvements:</b>	\$4,132
<b>Account:</b>	021426275	<b>Land:</b>	\$10,830
<b>Owners:</b>	JERNIGAN G M & JERNIGAN LOUISE	<b>Total:</b>	\$14,962
<b>Mail:</b>	PO BOX 17858 PENSACOLA, FL 32522	<a href="#">Save Our Homes:</a>	\$0
<b>Situs:</b>	310 E JOHNSON AVE 32514	<a href="#">Disclaimer</a>	
<b>Use Code:</b>	VACANT COMMERCIAL	<a href="#">Amendment 1 Calculations</a>	
<b>Taxing Authority:</b>	COUNTY MSTU		
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

<b>Sales Data</b>		<b>2010 Certified Roll Exemptions</b>	
<b>Sale Date</b>	<b>Book Page</b>	<b>Value</b>	<b>Type</b>
12/14/2010	6668 1618	\$100	CT
05/04/2009	6457 1455	\$290,000	WD
10/2004	5764 1126	\$135,000	WD
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
		<b>Official Records (New Window)</b>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
		<a href="#">View Instr</a>	
		<b>Legal Description</b>	
		BEG AT SW COR GOVT LT 6 N	
		ALG W LI 33 18/100 FT TO N	
		R/W LI JOHNSON AVE (66 FT	
		R/W) S 84 DEG E ALG N R/W...	
		<b>Extra Features</b>	
		ASPHALT PAVEMENT	
		CANOPY	

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

<p><b>Section Map Id:</b> <a href="#">12-1S-30-2</a></p> <p><b>Approx. Acreage:</b> 0.4000</p> <p><b>Zoned:</b> <a href="#">R-5</a></p>	
---	--



# Chris Jones Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

[Back](#)



Navigate Mode

Account

Reference



[Printer Friendly Version](#)

General Information	
<b>Reference:</b>	121S306106004001
<b>Account:</b>	021426275
<b>Owners:</b>	JOHNSON ROBERT
<b>Mail:</b>	504 DESERT OAK DR PENSACOLA, FL 32514
<b>Situs:</b>	310 E JOHNSON AVE 32514
<b>Use Code:</b>	VACANT COMMERCIAL
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
<b>Improvements:</b>	\$4,132
<b>Land:</b>	\$10,830
<b>Total:</b>	\$14,962
<b>Save Our Homes:</b>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/04/2009	6457	1455	\$290,000	WD	<a href="#">View Instr</a>
10/2004	5764	1126	\$135,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

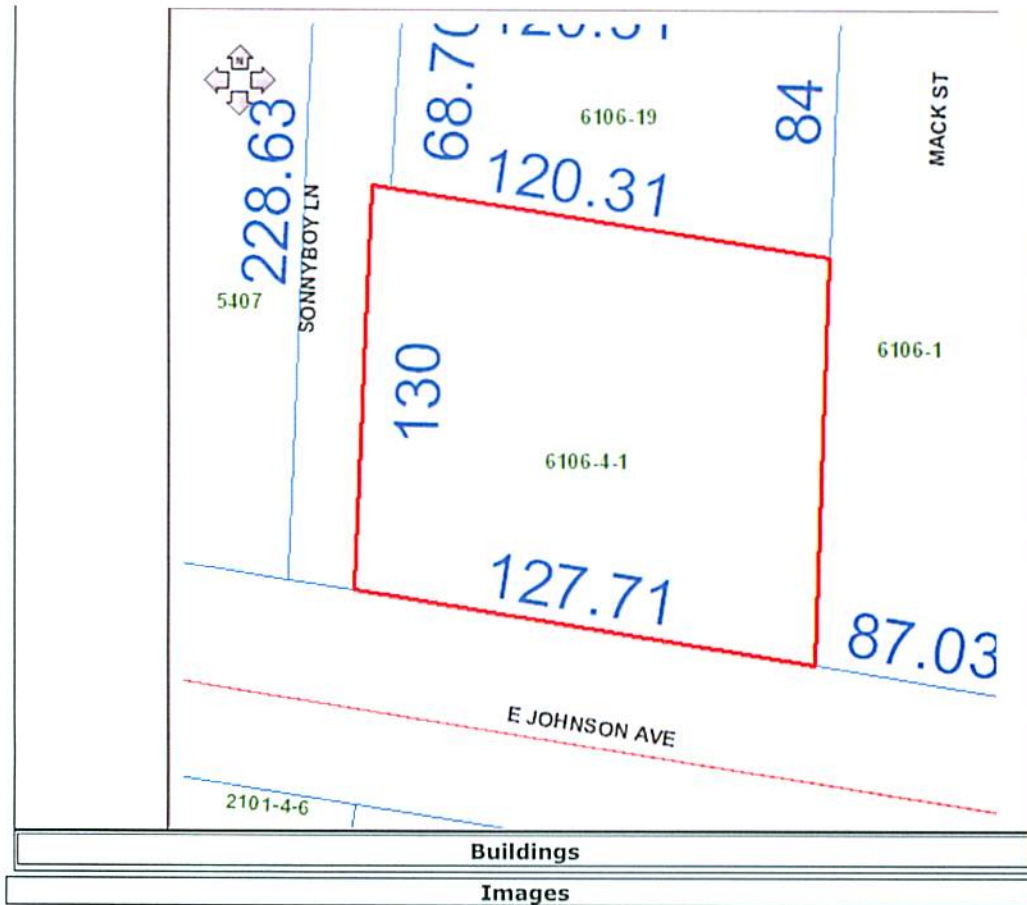
2010 Certified Roll Exemptions	
None	
<b>Legal Description</b>	BEG AT SW COR GOVT LT 6 N ALG W LI 33 18/100 FT TO N R/W LI JOHNSON AVE (66 FT R/W) S 84 DEG E ALG N R/W...
<b>Extra Features</b>	ASPHALT PAVEMENT CANOPY

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

**Section Map Id:**  
[12-1S-30-2](#)

**Approx. Acreage:**  
0.4000

**Zoned:**   
[R-5](#)



Buildings

Images



02/23/06

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:01/13/2011 (tc.1233)

# WALTERS LAND SURVEYING

A PROFESSIONAL SERVICE ORGANIZATION

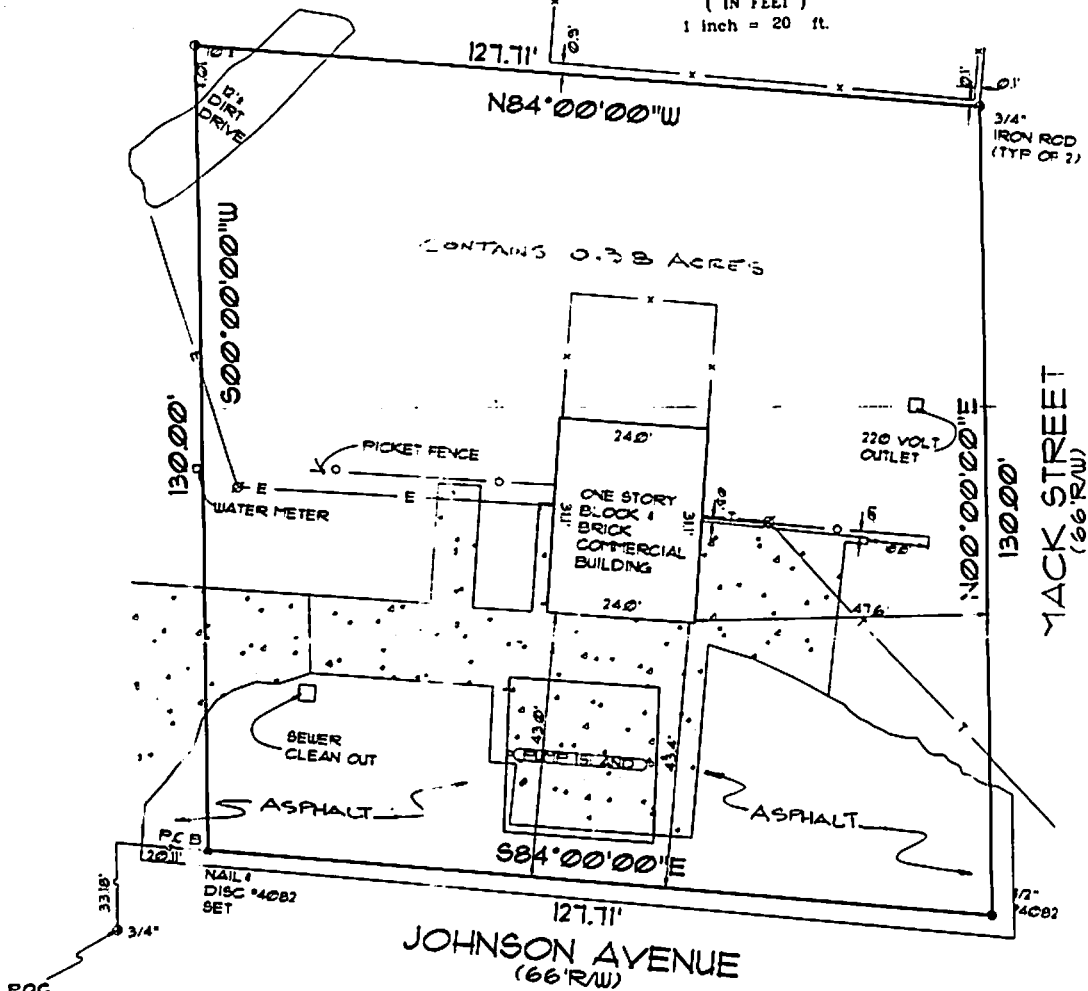
TELEPHONE NO.  
(904) 453-4443

7604 West Fairfield Drive  
Pensacola, FL. 32506

FAX NO.  
(904) 453-2292

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
GRAPHIC SCALE

## BOUNDARY SURVEY



P.O.C. SOUTHWEST CORNER OF GOVERNMENT LOT 6 PARCEL 2 SECTION 12 TOWNSHIP 1 SOUTH RANGE 30 WEST

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 6, SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBARIA COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST LINE OF SAID LOT FOR 33.11 FEET TO NORTH RIGHT-OF-WAY LINE OF JOHNSON AVENUE (66' R/W); THENCE S 84°00'00"E ALONG SAID NORTH RIGHT OF WAY LINE FOR 20.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 84°00'00"E ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 127.71 FEET TO THE WEST RIGHT-OF-WAY OF MACK STREET (66' R/W); THENCE GO N 00°00'00"E ALONG SAID WEST RIGHT-OF-WAY LINE OF MACK STREET FOR 130.00 FEET; THENCE GO N 84°00'00"W FOR 127.71 FEET; THENCE S 00°00'00"W FOR 130.00 FEET TO THE POINT OF BEGINNING BEING LOTS 20 AND 21 OF AN UNRECORDED PLAT BY J. W. COOK

Source of information: legal description prepared by undersigned and is based on an unrecorded plat by J.W. Cook, being Lots 20 and 21. All bearings and/or angles and distances are dead and actual except as noted. Subject to restrictions, setbacks and easement of records. Bearings based on assumed datum using, S 84 degrees 00 minutes 00 seconds E along the R/W line of Johnson Avenue. Footings and foundations below natural ground not located. NOTE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

### LEGEND

- ⊠ - 1" of O.B.S. Permanent Reference Monument Found
- ⊡ - 4" x 4" Concrete Monument Found
- ⊙ - Copied from Plat Found
- ⊕ - Iron Rod Unnumbered Found
- - Iron Pipe Unnumbered Found
- ⊖ - 1" of O.B.S. Permanent Control Point Found
- ⊗ - 4" x 4" Iron Found
- ⊘ - Copied from Plat Found
- ⊙ - Utility Pole
- ⊕ - Any Anchor 1000-1100 - Annual Electric Telephone, Cable Lines
- ⊖ - from Plat Found - metal wire fence
- ⊗ - Wood Fence
- ⊘ - Right of Way B.L.L. - Building Setback Line
- ⊙ - Centerline
- ⊕ - Contour
- ⊖ - Property Line
- ⊗ - Point on Line
- ⊘ - Point of Commencement
- ⊙ - Point of Beginning
- ⊗ - Point of Curvature
- ⊘ - Point of Tangency
- ⊙ - Point of Intersection
- ⊕ - Point of Reverse Curvature
- ⊖ - Point of Compound Curvature
- ⊗ - Radius
- ⊘ - Delta L - Length of Arc
- ⊙ - Chord
- ⊕ - Chord Bearing
- ⊖ - Tangent
- ⊗ - Point
- ⊘ - Description of Road
- ⊙ - Actual
- ⊕ - Typical

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

LICENSED BUSINESS NO. 6164  
STATE OF FLORIDA

JOB NO. 97-09-028 FILE NO. B-6000 SCALE: 1"=20'  
 REQUESTED BY: GLEN JERNIGAN PREPARED FOR: AS SHOWN  
 DATE OF SURVEY: 9-23-97 ENCROACHMENTS: AS SHOWN  
 FIELD BOOK: 303 PAGE: 55-58 REVISIONS: ADD ALCEIGE 01-26-11

**SURVEYOR'S CERTIFICATE:**  
 I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

*[Signature]*  
 GARY F. BYRD, R.L.S. NO. 4400  
 STATE OF FLORIDA

*[Signature]*  
 JOEL C. WALTERS, R.L.S. NO. 4082  
 STATE OF FLORIDA

RECERTIFIED \_\_\_\_\_

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL



March 22, 2011

Escambia County Planning Board  
3363 West Park Place  
Pensacola, FL 32505

RE: 12-15-30-6106-004-001  
310 E. Johnson Ave.  
Pensacola, FL

To Whom It May Concern:

The above referenced parcel of property has been owned and operated by Glen Jernigan as a neighborhood convenience store and gasoline station for more than 35 years. On October 24, 2005 the property was sold to another party with Mr. Jernigan holding the mortgage from the sale. On or about August of 2009, the convenience store was destroyed in a fire leaving only the underground gasoline storage tanks, gasoline canopy and pumps on the property. The owner of the property subsequently defaulted on the mortgage forcing Mr. Jernigan to foreclose. The foreclosure process took more than a year to complete leaving the property unused for this period of time. Once the foreclosure was complete, Mr. Jernigan was notified that the property had been returned to R-5 zoning thus making the property not eligible to be used for a gasoline station and convenience store any longer.

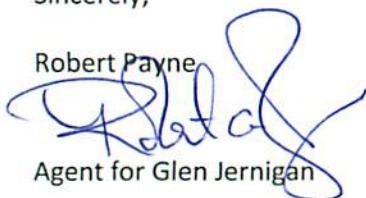
After discussing this with staff from the Development Services Bureau, we determined that we need to request for the property to be rezoned to C-1.

Under Locational Criteria Comprehensive Plan Policy 7.A.4.13 we qualify or request a waiver for C-1 zoning under B.3.a because the subject property is located within one-quarter mile of other traffic generators to our east and west. The first traffic generator is Ensley Elementary School at 501 E. Johnson Avenue. This facility has 410 students plus faculty and support personnel. The second traffic generator within one-quarter mile is the Saint James Missionary Baptist Church, 219 E. Johnson Avenue. This facility has a membership of over 600 people. We also qualify or request a waiver for C-1 zoning under B.3.b because the subject property is located in an area where existing commercial is established. To our west within one-quarter mile at 209 E. Johnson Avenue is property owned by Butler's Auto Salvage currently zoned as C-1.

We appreciate the Board's consideration of this matter. Without this property being rezoned to C-1, the existing gasoline equipment and infrastructure worth over \$100,000.00 will be unusable. It is our opinion that the area residents are better served with a properly maintained neighborhood store than an abandoned property left vacant due to the current zoning.

Sincerely,

Robert Payne



Agent for Glen Jernigan



## Making the Grade

The Status of School Library Media Centers in the Sunshine State and How They Contribute to Student Achievement affirms that school library media programs positively impact student achievement when the following conditions exist:

- ✓More staffing
- ✓More resources
- ✓Larger per pupil budget
- More circulations**
- ✓More student visits to the media center
- ✓More internet accessible computers
- ✓An electronic card catalog
- ✓An information literacy skills curriculum
- ✓The school and media center have a web page
- ✓Elementary flexible access

To review the complete Making the Grade Study, visit your school's library media center or contact the District Media Services Dept. at 469-5502.

Making the Grade was the largest school library study ever completed which focused on student achievement and school grades. There were 1715 schools studied. Those items with a check mark indicate where your school makes the grade. Areas in red are not intended to be punitive, but to assist you in planning for next year.

**Scheduling of Media Center**  
The Illinois Study indicates that reading scores were 10% higher in schools where the media center functions on a flexible access schedule and the media specialist actively collaborates with the classroom teacher. To learn more about flexible access, visit the following site: [www.ala.org/aasl/positions/ps\\_flexible.html](http://www.ala.org/aasl/positions/ps_flexible.html)

### Ensley's Successes

- Third, fourth, and fifth grade students participated in a reading and research scavenger hunt.
- Students participated in many project-based learning projects.
- AR usage increased this year.



### Can you find these in your library?

- University trained & certified media specialist
- Library Support Staff
- Students engaged in learning
- Welcoming atmosphere
- Current Book Collection
- Recreational reading opportunities
- Brochures, bookmarks, and style sheets displayed
- New materials displayed
- Locations of materials clearly displayed
- Alternative scheduling options
- Evidence of collaborative planning
- Student & teacher input in library program
- Sufficient technology tools

## State of the School Library

### Escambia County Schools

## Ensley Elementary 2009-2010



501 E. Johnson Avenue  
Pensacola, FL 32514  
850-494-5600

Patricia McElfrish, Principal  
Myra Palmer, Media Specialist  
Erma McClain, Library Media Clerk

Malcolm Thomas  
Superintendent of Schools  
Escambia County School District

Dr. Sheila Brandt  
Coordinator of Media Services



**Statistics based on data 8/24/09-6/4/10**  
**STAFFING** (data from FL study)

Personnel	State Avg.	District #	Our School
Professional	0.99	1	1
Clerical	0.97	.57	1
NBCT	NA	3	no
University Trained (Lib. Or Ed. Media)	NA	29/51	no

Library PD Hrs. Famed/Offered	District Avg. Famed/Offered	FOR+PD	Reading/Tech
24	13/39	no	yes

Budget	District ES Avg.	Our School
Total	\$4117.87	\$6840.
Total Pupils	576	410
Per Pupil Allocation	\$7.00	\$16.68

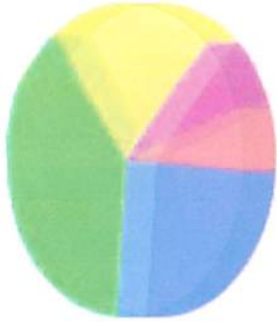
*Note: As reported on an annual spending survey, the national average that schools spend on print and nonprint library materials is about \$15.00. (M. Miller & M. Shontz, "The Spending Survey, School Library Journal, October 2003)*

*The library received an additional \$2,000 of Title 1 funds.*

Computers in Media Center (Pg. 45 FL Study)	District Elem Avg.	Our School
State Avg.	19.74	34

Levels	FCAT Reading Level Circulations			
	1	2	3	4
Sch. Total	25	12	32	16
Per Stu. Circ.	28.08	30.75	23.63	26.5
ES Avg.	50.18	53.34	51.31	49.27

**Age of Collection**



**Total Collection Information Registered with Sunlink**

	State	ECSD	School
30 years or older	2,638,641 titles (9.2%)	67,062 titles (13.93%)	523 titles (06.71%)
20 to 29 years	5,145,017 titles (17.95%)	87,149 titles (18.10%)	1,963 titles (25.19%)
10 to 19 years	11,466,923 titles (40.01%)	193,717 titles (40.23%)	2,988 titles (38.34%)
6 to 9 years	5,849,575 titles (20.41%)	84,564 titles (17.56%)	1,705 titles (21.88%)
0 to 5 years	3,571,463 titles (12.46%)	49,082 titles (10.19%)	614 titles (07.88%)

Average Total Book Count (pgs. 55-56 FL Study)			
	National Avg.	State Avg.	Our School
Books per facility	10,992	11,278	8,943
Books per student	13.1	20.36	21.81

*Ensley ES meets SACS standards for libraries with more than 10 books per students.*

Magazines ~ Periodicals (pg. 55 FL Study)			
	State ES Avg.	District ES Avg.	Our School Avg.
For students	20.53	9.89	5

**Reading Incentive Programs (pg. 39 FL Study)**

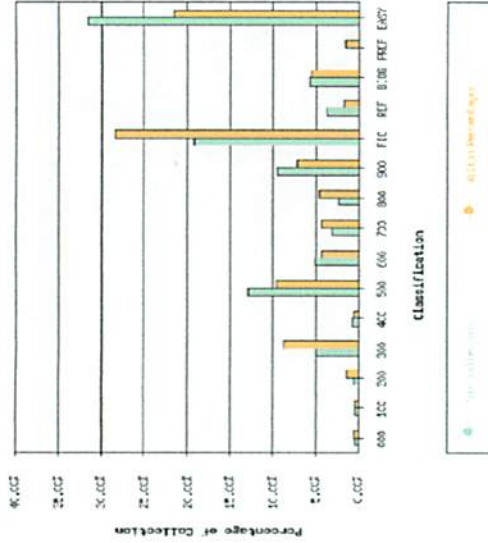
	District ES	Our School
AR/RC	33 of 33 schools	✓
SSYRA/FRA	24 of 33 schools	no

**Average Checkout Per Student (pg. 22 FL Study and Super Summary)**

Per	State ES Avg.	District ES Avg.	School ES Avg.
Pupil	20.53	37.97	18.71

**Weekly Circulation (pg. 22 FL Study and Super Summary)**

	State Avg.	District ES Avg.	School Avg.
All Materials	1016	710.91	239.71



Interlibrary Loan (pg. 22 FL Study)			
	Borrowed	Loaned	State Avg.
School	2	4	4
ECSD ES Avg.	4.96	.89	7.44
			1.17

Hours Per Week Media Center is Open (pg.21 FL Study)			
	State	District	Our School
Before School	2.22	2.48	2.5
During School	29.72	30.89	35
After School	2.76	2.97	5



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

**RECEIPT**

Receipt No. : **528387**

Date Issued. : 03/23/2011

Cashier ID : CASTILLS

Application No. : PRZ110300007

Project Name : Z-2011-08

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
Check	3648	\$1,500.00	App ID : PRZ110300007
		<b>\$1,500.00</b>	<b>Total Check</b>

Received From : GM & LOUISE JERNIGAN

Total Receipt Amount : **\$1,500.00**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ110300007	622429	1,500.00	\$0.00	310 JOHNSON AV, PENSACOLA, FL

<b>Total Amount:</b>	<b>1,500.00</b>	<b>\$0.00</b>	Balance Due on this receipt Application # 622429 - Z-2011-08
----------------------	-----------------	---------------	---

CRENSHAW WILLIE BELLE  
1644 LEPLEY RD  
PENSACOLA FL 32534

JACOBS BARBARIA HARVEY  
3132 RIDERS TRL  
DECATUR GA 30034

LAMOTHE KATIA  
10420 SW 142ND AVE  
MIAMI FL 33186

ST JAMES MISSIONARY BAPTIST CHURCH  
INC  
219 E JOHNSON AVE  
PENSACOLA FL 32514

COOK GAY LEE  
C/O NELL PETERSON  
PO BOX 2416  
TAMPA FL 33601-2416

GARCIA JOSE R JR  
5190 MOBILE HWY  
PENSACOLA FL 32526

SANDERS DRUZILLA KIRBY &  
251 E JOHNSON AVE  
PENSACOLA FL 32514

DAUGHTRY C J & RACHEL  
271 E JOHNSON AVE  
PENSACOLA FL 32514

HARRIS JOSEPHINE EST OF &  
C/O KIMBERLY COBB  
3060 N GUILLEMARD ST  
PENSACOLA FL 32503

MACALL DERRICK J &  
301 E JOHNSON AVE  
PENSACOLA FL 32514

JACKSON JESSICA GAIL 5/6 INT &  
C/O JESSICA JACKSON  
509 TURNBERRY RD  
CANTONMENT FL 32533

HEALY DANIEL W  
PO BOX 15388  
PENSACOLA FL 32514

WINGATE PAUL F EST OF  
6271 SCHWAB RD APT 39  
PENSACOLA FL 32504

JERNIGAN G M &  
PO BOX 17858  
PENSACOLA FL 32522

HUFF SAM & MARY LIFE EST &  
310 PINE RIDGE LN  
PENSACOLA FL 32514

MAMULA DAVID  
315 PINE RIDGE LN  
PENSACOLA FL 32514

BOYKIN ERNEST C  
316 PINE RIDGE CIR  
PENSACOLA FL 32514

JERNIGAN G M &  
PO BOX 17858  
PENSACOLA FL 32522

HARRIS MARY AGNES  
320 PINE RIDGE CIR  
PENSACOLA FL 32514

HERRING CARLYLE  
718 S 72ND AVE  
PENSACOLA FL 32506

HILSON TRENCIFER & SARAH  
325 PINE RIDGE LN  
PENSACOLA FL 32514

BLANDON LEON & WILLIE LEE  
328 E JOHNSON AVE  
PENSACOLA FL 32514

PARKER BETTY M  
335 PINE RIDGE LN  
PENSACOLA FL 32514

MURPHY EDDIE &  
8600 MATCH ST  
PENSACOLA FL 32514

PATTERSON EMMA LUCILLE  
401 ACTION ST  
PENSACOLA FL 32514

LYONS MILDRED V  
420 ACTION ST  
PENSACOLA FL 32514

HOUSE OF GOD CHURCH  
5107 CHINOOK AVE  
PENSACOLA FL 32507

LARD LUGENE  
431 ACTION ST  
PENSACOLA FL 32514

MCMILLON HENRY J & DOROTHY M  
C/O DEBORAH EVIL  
8365 GARDENIA CIR  
PENSACOLA FL 32534

YOUNG HENRY &  
460 E JOHNSON AVE  
PENSACOLA FL 32514

MEACHAM RALPH TRUSTEE  
8963 PENSACOLA BLVD  
PENSACOLA FL 32534

DUVAL ANN L  
8401 BRIESE LN  
PENSACOLA FL 32514

WACHOVIA NA TRUSTEE  
TAX UNIT  
PO BOX 40062  
JACKSONVILLE FL 32203-0062

REYES BENJAMIN A & LETICIA B  
8428 BRIESE LN  
PENSACOLA FL 32514

FANNIE MAE  
C/O SUNTRUST MORTGAGE  
1001 SEMMES AVE  
RICHMOND VA 23224

WHITE MONA L  
C/O LAURA J WHITE  
2421 FRANCISCAN DR  
PENSACOLA FL 32526

TURNER ERVIN E & MARY E  
8465 BRIESE LN  
PENSACOLA FL 32514

GARNER JOHN RAY  
494 BUNKER HILL RD  
EVERETT PA 15537

TAX CERTIFICATE REDEMPTIONS INC  
925 ARTHUR GODFREY RD STE 102  
MIAMI BEACH FL 33140

PEAGLER JESSIE L  
8510 MACK ST  
PENSACOLA FL 32514

BALDWIN PRISCILLA C &  
8510 SONNYBOY LN  
PENSACOLA FL 32514

BROWN JOHNNY J & MINNIE LEE  
8737 SONNEY BOY LN  
PENSACOLA FL 32514

HOLLMAN MATTIE MAE  
8520 ELBERT ST  
PENSACOLA FL 32514

THOMAS T J SR & CARRIE A  
8520 MACK ST  
PENSACOLA FL 32514

SCOTT ANNIE B EST OF  
8520 SONNY BOY LN  
PENSACOLA FL 32514

FORTUNE LILLIE I &  
8521 ELBERT ST  
PENSACOLA FL 32514

PATTERSON LEWIS  
8530 ELBERT ST  
PENSACOLA FL 32514

CAMPBELL CHARLIE &  
3211 SAMANTHA DR  
CANTONMENT FL 32533

HAWKINS JOYCE M  
1153 WEBSTER DR  
PENSACOLA FL 32505

PRESSLEY CARLA T  
8531 ELBERT ST  
PENSACOLA FL 32514

DAVIS OLIVE &  
631 BECK AVE  
PENSACOLA FL 32514

CAMPBELL CHARLIE &  
3211 SAMANTHA DR  
CANTONMENT FL 32533

HODGES HAROLD & BARBARA ANN  
8541 MACK ST  
PENSACOLA FL 32514

MCKNIGHT GUISHA LEVETTE  
922 EDGEWOOD DR  
O FALLON IL 62269

FINNEY PATRICIA BLACKMON &  
4912 TRUMPET CIR  
NASHVILLE TN 37218

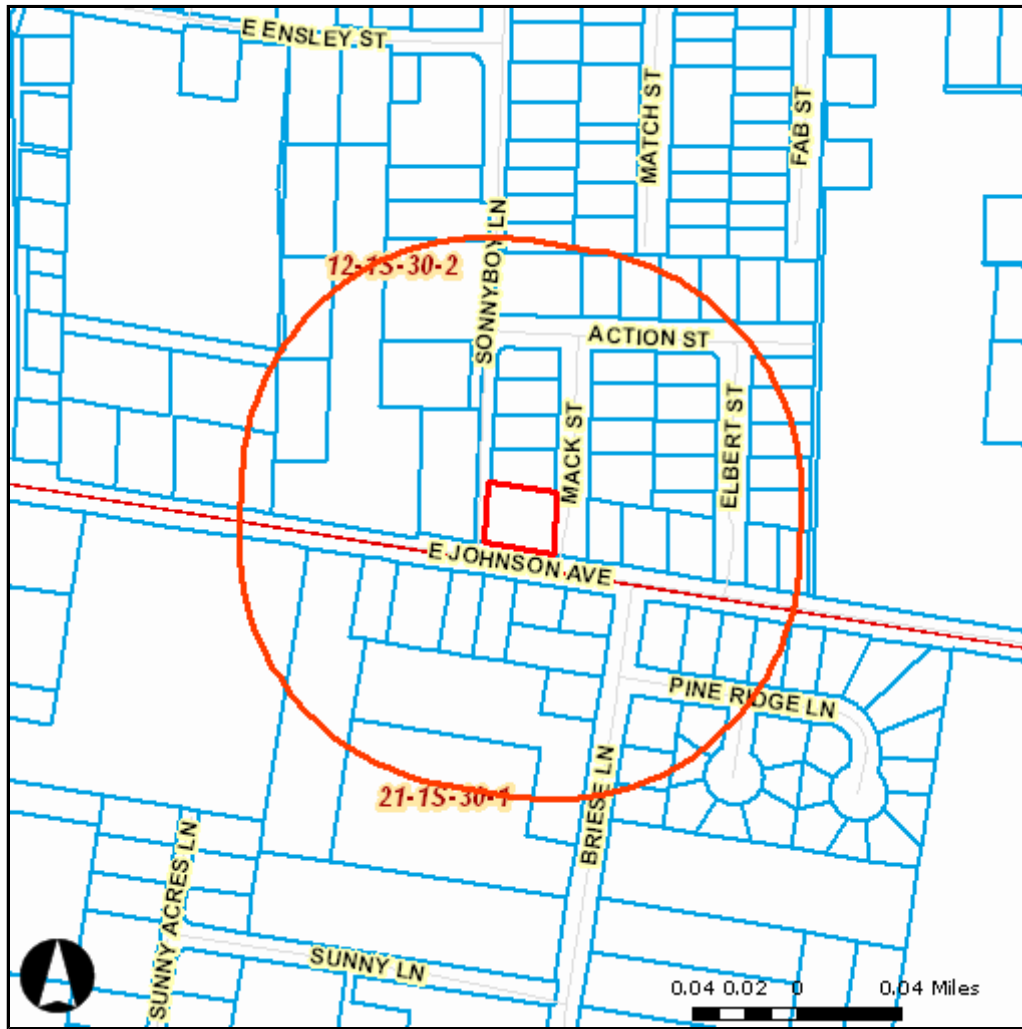
ROBINSON CLARENCE &  
5656 SHELLY ST  
PENSACOLA FL 32526

GULF WINDS FEDERAL CREDIT UNION  
220 E NINE MILE RD  
PENSACOLA FL 32534

MCINTOSH JOHN M & PATRICIA A  
8610 SONNEY BOY LN  
PENSACOLA FL 325143441

SIGLER BELL MARY  
8611 SONNEY BOY LN  
PENSACOLA FL 32514

# ECPA Map



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 Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

# Escambia County Planning Board

## Public Hearing Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2011-08

OR

Regular Planning Board Meeting

Agenda Item Number/Description: \_\_\_\_\_

In Favor  Against

\*Name: Robert A. Payne

\*Address: 1258 Tate Road \*City, State, Zip: Chattahoochee, FL 32533

Email Address: MKCS@cox.net Phone: 850 982 8531

Please indicate if you:

would like to be notified of any further action related to the public hearing item.

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

All items with an asterisk \* are required.

\*\*\*\*\*  
Chamber Rules

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





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

# Escambia County Planning Board

## Public Hearing Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: 2-2011-08 OR

Agenda Item Number/Description: \_\_\_\_\_

\_\_\_\_\_ In Favor \_\_\_\_\_ Against

\*Name: Aline Davis

\*Address: 631 Beck \*City, State, Zip: P. F 32514

Email Address: \_\_\_\_\_ Phone: 474-272

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

All items with an asterisk \* are required.

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BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 - Phone  
(850) 595-3481 - FAX  
www.myescambia.com

Escambia County Planning Board

Public Hearing  
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2011-08

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

         In Favor  Against

\*Name: Discilla Baldwin

\*Address: 8570 Sunnybay Ln \*City, State, Zip: PEN FL 32514

Email Address: \_\_\_\_\_ Phone: 850 206-9334

Please indicate if you:

would like to be notified of any further action related to the public hearing item.

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

All items with an asterisk \* are required.

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# Z-2011-09

1 the existing and surrounding uses when rezoning to  
2 R-6.

3 MS. SINDEL: Second.

4 MR. BRISKE: We have a motion and a second.  
5 Discussion?

6 MR. KERR: Mr. Chairman, I believe the Board  
7 may want to consider whether or not to waive the  
8 locational criteria, as well, make that part of your  
9 motion.

09:23 10 MR. BARRY: Yes, if amending, then to waive the  
11 locational criteria. That had to happen on the  
12 denial of C-1, as well as on the approval of R-6.

13 MR. KERR: That's correct. If you're accepting  
14 the compatibility analysis, you may also want to  
15 consider to waive the locational criteria.

16 MR. BARRY: So amended.

17 MS. SINDEL: Second.

18 MR. BRISKE: Further discussion?

19 MR. TATE: I would just like to say for the  
09:24 20 record that in regards and in support of the motion  
21 that something needs to be there and be operating in  
22 a good condition. I've lived there since  
23 December 31st, 1999. I live 501 feet away from the  
24 store, so I was just outside the notification circle  
25 of those that were notified in the area. The

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1 problems that we've had in the area are typically  
2 not from the area. They're not people who live in  
3 our area, people who come there, and it's just a  
4 matter of the management of operation that takes  
5 care of some of those issues.

6 MR. BRISKE: Any other discussion?

7 All right. All those in favor say aye.

8 (Board members vote.)

9 MR. BRISKE: Opposed.

09:25 10 (None.)

11 (The motion passed unanimously.)

12 MR. BRISKE: Mr. Payne, this will be a  
13 recommendation to the Board of County Commissioners  
14 that it be rezoned to an R-6, which would require,  
15 first of all that you have to go through the Board  
16 of County Commissioners and let them either approve  
17 or deny the request. And then it would require  
18 going back to the Board of Adjustment for a  
19 conditional use and, of course, through the  
09:25 20 Development Review Committee process before the  
21 business could be opened.

22 (Conclusion of Z-2011-08; the transcript  
23 continues on Page 47.)

24 \* \* \*

25

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1 \* \* \*

2 CASE NO: Z-2011-09

Location: 3411 John Street

3 Parcel: 16-2S-30-1001-330-004

From: R-4, Multiple-Family District (cumulative)  
4 Medium High Density (18du/acre)

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

6 FLU Category: MU-U, Mixed Use Urban

BCC District: 3

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

7

MR. BRISKE: Let's move on to our next case.

09:26 8 Our next case today is Z-2011-09, 3411 John Street  
9 from R-4, Multiple Family District, Medium Density,  
10 to R-5, Urban Residential/Limited Office District,  
11 High Density.

12 And we'll go through our ex parte communication  
13 disclosures again. Members of the Board, has there  
14 been any ex parte communication between you and the  
15 applicant, the applicant's agent, attorneys or  
16 witnesses or with any fellow Planning Board members  
17 or anyone from the general public prior to this  
18 hearing? I will also ask if you have visited the  
09:26 19 subject site and please also disclose if you are a  
20 relative or business associate of the applicant or  
21 the applicant's agent. Starting with Ms. Stephanie,  
22 again.

23 MS. ORAM: No communications and no  
24 disclosures.

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1 MR. BRISKE: Mr. Goodloe.

2 MR. GOODLOE: No communication, and I have  
3 visited the site.

4 MR. BARRY: No communication, and I'm not  
5 familiar with the site.

6 MR. BRISKE: For the Chairman, none on both  
7 accounts.

8 Mr. Tate.

9 MR. TATE: None.

09:27 10 MS. DAVIS: None to all of the above.

11 MR. BRISKE: Mr. Wingate.

12 MR. WINGATE: I've driven by the site for a  
13 site view and that's my limited information on the  
14 site.

15 MR. BRISKE: All right. And Ms. Sindel.

16 MS. SINDEL: No communication. I am familiar  
17 with the site.

18 MR. BRISKE: All right. At this time we'll ask  
19 Tanaya Rosa to please come forward. She is acting  
09:27 20 as the agent for Keith Davis, who is the owner. Ms.  
21 Rosa, if you will, please state your name and  
22 address for the record, please.

23 MS. ROSA: Tanaya Rosa, 4420 Montpellier Drive,  
24 zip code 05.

25 MR. BRISKE: All right. Be sworn in, please.

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1 (Tanaya Rosa sworn.)  
 2 MR. BRISKE: On this case, staff, was notice of  
 3 the hearing sent to all interested parties?  
 4 MS. SPITSBERGEN: Yes, sir, it was.  
 5 MR. BRISKE: And was it posted on the subject  
 6 site?  
 7 MS. SPITSBERGEN: Yes, sir, it was.  
 8 MR. BRISKE: I would ask you to present the  
 9 maps and photographs for the case Z-2011-09.  
 09:28 10 MS. CAIN: Case Z-2011-09, 3411 John Street,  
 11 from R-4 to R-5. This is the locational and wetland  
 12 map showing the location of the property. This is  
 13 an aerial view. This is the Future Land Use and  
 14 existing land use. And it is in the CRA overlay  
 15 area and the hatched area does show the overlay, the  
 16 property in the overlay area. It's in the Englewood  
 17 Overlay. This is the zoning with the 500-foot  
 18 radius.  
 19 This is the sign that we posted on the site.  
 09:29 20 This is showing the exact subject property. This is  
 21 looking southwest from the property. This is  
 22 looking west. This is across the street from the  
 23 subject property. And this is looking north from  
 24 the subject property. Looking east. Looking  
 25 southeast. This is the 500-foot radius map from  
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1 Chris Jones and then our mailing list.  
 2 MR. BRISKE: Ms. Rosa, have you received a copy  
 3 of the rezoning hearing package with the staff's  
 4 Findings-of-Fact?  
 5 MS. ROSA: Yes, I have.  
 6 MR. BRISKE: Do you understand that you have  
 7 the burden of proving by substantial competent  
 8 evidence that the proposed rezoning is consistent  
 9 with the Comprehensive Plan, furthers the goals,  
 09:29 10 objectives and policies of the Comprehensive Plan  
 11 and is not in conflict with any portion of the  
 12 County's Land Development Code?  
 13 MS. ROSA: I do.  
 14 MR. BRISKE: Ms. Rosa, are you asking to be  
 15 qualified today as an expert in any area?  
 16 MS. ROSA: No.  
 17 MR. BRISKE: Please proceed, ma'am.  
 18 MS. ROSA: Basically my fiancé and I, we  
 19 purchased the property. The adjoining street to  
 09:30 20 John Street is Matthew Street. On Matthew Street I  
 21 have three uncles, an aunt and a mother who is  
 22 legally blind. I purchased the property to move  
 23 closer to them when we were therefore notified in  
 24 order -- we were looking at purchasing a  
 25 manufactured home to put on the property through  
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1 Wayne Frier and in order to do that we had to get  
 2 the property rezoned. So, basically, our goal is to  
 3 not only just be closer to our family, as well, but  
 4 we feel that, you know, the neighborhood itself is  
 5 an older neighborhood, a lot of the houses are old.  
 6 The house that was previously on the property was  
 7 very very old, so we had, as you can see in the  
 8 pictures, we had it torn down. We feel like it  
 9 would be beneficial to the area, as well, because  
 09:31 10 with it being a new property and new landscaping it  
 11 would also help better the value of said properties  
 12 around.  
 13 And, basically, our goal is just basically to  
 14 rezone from an R-4 to an R-5 so that we would be  
 15 able to purchase our first home and also be closer  
 16 to our family.  
 17 MR. BRISKE: The staff's Findings-of-Fact, are  
 18 you in agreement with the staff's Findings-of-Fact  
 19 or would you like to offer additional information?  
 09:32 20 MS. ROSA: The only additional information I  
 21 can give is because the street that we are on is an  
 22 isolated area. As I was saying before, on Matthew  
 23 Street, which is like right on the corner, there are  
 24 mobile homes there. My mother-in-law who is legally  
 25 blind just recently two years ago her house burned  
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1 down and she had to purchase a mobile home to put on  
 2 that property. Whereas, also my two uncles live  
 3 there and they have mobile homes, as well. But it's  
 4 an isolated situation because I'm on a different  
 5 street. So I mean that's where the conflict is, why  
 6 I have to go through this hearing.  
 7 MR. BRISKE: Very good. Board members, any  
 8 questions of Ms. Rosa? Okay.  
 9 Staff, any questions?  
 09:33 10 MS. CAIN: No.  
 11 MR. BRISKE: At this point if you would like to  
 12 have a seat, we'll call you back in a moment and  
 13 we'll go ahead and have the staff's presentation.  
 14 (Allyson Cain, previously sworn.)  
 15 MS. CAIN: This is again Z-2011-09, 3411 John  
 16 Street, from R-4 to R-5.  
 17 Criterion (1), consistent with the  
 18 Comprehensive Plan. The proposed amendment is  
 19 consistent with the intent and purpose of the Future  
 09:33 20 Land Use category Mixed Use Urban as stated in Comp  
 21 Plan FLU 1.3.1. Mixed Use Urban allows a range of  
 22 allowable uses including single-family residential,  
 23 multifamily residential, mobile and manufactured  
 24 homes.  
 25 Criterion (2), consistent with the code. The  
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1 proposed amendment is consistent with the intent and  
 2 purpose of the zoning code. The subject property is  
 3 in an area of medium high density residential and  
 4 commercial uses. The proposed amendment to R-5 is  
 5 compatible with the surrounding R-4 zoning district  
 6 and uses as stated in LDC 6.00.01. However, it is  
 7 within the Englewood Redevelopment Area and the  
 8 proposed amendment would not be consistent with the  
 9 Englewood Redevelopment Plan. And we did have an  
 09:34 10 attached letter from the CRA with their disagreement  
 11 to the rezoning. When applicable, further  
 12 Development Review Committee would be needed to  
 13 ensure that any of the buffering requirements or any  
 14 of the other performance standards would be met.  
 15 Criterion (3), compatibility with surrounding  
 16 uses. The proposed amendment is compatible with the  
 17 surrounding uses in this particular area. Within  
 18 the 500-foot radius, there were 60 properties with  
 19 zoning districts R-4 and ID-1, 22 single-family  
 09:34 20 homes, five mobile homes, one church and 24 vacant  
 21 parcels and eight businesses.  
 22 Criterion (4), changed uses. We found no  
 23 changed conditions that would impact the amendment  
 24 or the property.  
 25 Criterion (5), effect on the natural  
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1 environment. We did not find that there were any  
 2 hydric soils or any indications that would affect  
 3 the subject property. And, again, any review from  
 4 the Development Review Committee would be necessary.  
 5 Criterion (6), development patterns. The  
 6 proposed amendment would result in a logical and  
 7 orderly development pattern. Although the proposed  
 8 amendment would result in an isolated zoning  
 9 district, the permitted uses are compatible with the  
 09:35 10 uses of the surrounding and nearby parcels.  
 11 That concludes the staff findings.  
 12 MR. BRISKE: Board members, any questions of  
 13 the staff?  
 14 Ms. Rosa, do you have any questions of the  
 15 staff?  
 16 MS. ROSA: No.  
 17 MR. KERR: Mr. Chairman, I did -- pardon me. I  
 18 did want to clarify something and I apologize for  
 19 not asking the question earlier. Ms. Rosa stated  
 09:36 20 that they wanted to purchase or were purchasing a  
 21 manufactured home. It was our understanding that  
 22 they wanted to put a mobile home on that lot. If  
 23 they are indeed purchasing a DCA approved modular  
 24 home, the rezoning would not be required, but if  
 25 they are putting a mobile home on the property, they  
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1 would have to rezone. So we may want to clarify  
 2 that and get some clarification on that.  
 3 MS. ROSA: I apologize. I was under the  
 4 understanding that a manufactured home was a mobile  
 5 home.  
 6 MR. KERR: I just want to make sure we're  
 7 talking about --  
 8 MR. TATE: It used to.  
 9 MR. KERR: It was.  
 09:36 10 MS. ROSA: Was I wrong?  
 11 MR. KERR: No. It's the way that the homes are  
 12 being defined now. Yes, they are manufactured.  
 13 MS. ROSA: I thought that was the new technical  
 14 term that they use now.  
 15 MR. KERR: Where we draw the distinction is  
 16 really, I guess, partially in the way of the  
 17 construction of the trailer and I'm going to assume  
 18 that this trailer comes on -- or the mobile home  
 19 comes on wheels --  
 09:37 20 MS. ROSA: Yes.  
 21 MR. KERR: -- is single wide and it's 18 or 20  
 22 so wide.  
 23 MS. ROSA: It would be just a mobile home.  
 24 It's the kind that has the skirting around it.  
 25 MR. KERR: We just wanted to verify that.  
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1 MS. ROSA: We were given the option to go  
 2 modular, but we can't afford it.  
 3 MR. KERR: Thank you very much.  
 4 MR. BRISKE: We do have some speakers signed up  
 5 on this. Members of the public who wish to speak on  
 6 this matter, please note that the Planning Board  
 7 bases its decision on the criteria and exceptions  
 8 described in 2.08.2.D of the Escambia County Land  
 9 Development Code. During our deliberations the  
 09:37 10 Planning Board will not consider general statements  
 11 of support or opposition. Accordingly, please limit  
 12 your testimony to the criteria and exceptions  
 13 described in 2.08.2.D. Please also note that only  
 14 those individuals who are here and give testimony on  
 15 the record before the Planning Board will be allowed  
 16 to speak at the subsequent hearing before the Board  
 17 of County Commissioners.  
 18 I do have a request to speak from Willie or  
 19 Ronetta Jones.  
 09:38 20 Good morning, ma'am. Please come forward and  
 21 state your name and address and be sworn in.  
 22 MR. JONES: My name is Ronetta Jones Allen. My  
 23 address is on 3421 West Fisher Street.  
 24 (Ronetta Jones Allen sworn.)  
 25 MR. BRISKE: Please proceed.  
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**PLANNING BOARD REZONING HEARINGS - MAY 9, 2011**

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1 MS. JONES: I think my question was answered.  
 2 I wanted to know about the zoning difference between  
 3 a manufactured home and a mobile home, but I believe  
 4 they just answered the question for me. My  
 5 understanding was as long as it was a mobile home  
 6 we're fine, but if we wanted to get a manufactured  
 7 home, we would have to request rezoning; is that  
 8 correct?  
 9 MR. BRISKE: Actually, it's the other way  
 09:39 10 around.  
 11 MR. KERR: It's the other way around. If  
 12 you're requesting to put a mobile home on your  
 13 property, and I believe the surrounding properties  
 14 are all R-4, then you would have to request a  
 15 rezoning to at least R-5.  
 16 MS. JONES: Thank you so much.  
 17 MR. BRISKE: I was going to go there.  
 18 MR. KERR: If they're a DCA approved modular  
 19 home.  
 09:39 20 MS. JONES: Thank you very much. Have a great  
 21 day.  
 22 MR. BRISKE: Ms. Rosa, would you like to come  
 23 back up? Excuse me. Are there any other members of  
 24 the public that wish to speak? This was the only  
 25 request form that we had. Then we'll close the  
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1 public hearing portion of the meeting.  
 2 Ms. Rosa, anything else you would like to add?  
 3 MS. ROSA: The only thing I would just  
 4 basically like to say is that I understand that you  
 5 all have to look at basically the surrounding area,  
 6 including businesses that are within the 500-foot  
 7 radius and whatnot. The only thing I want you to  
 8 take into consideration is the actual neighborhood  
 9 itself is an older neighborhood. If anything, we  
 09:40 10 would be helping it. It's not like we're moving in  
 11 an older mobile home. If anything, we're just  
 12 trying to improve. We feel like it would be better  
 13 with the landscaping we plan on doing, you know, it  
 14 would be beneficial. Instead of hindering any kind  
 15 of properties around, it would actually just help.  
 16 Thank you for listening.  
 17 MR. BRISKE: Ms. Rosa, was the building that  
 18 was on the property was it condemned by the County?  
 19 MS. ROSA: You might as well say because you  
 09:40 20 could touch it and knock it down.  
 21 MR. BRISKE: So you tore it down?  
 22 MS. ROSA: Whoever took the picture, they were  
 23 taking the picture as we were having the property  
 24 torn down, as well as some very large oak trees that  
 25 were very old. We were getting prepared for any  
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1 decision by the Board and we were having the land  
 2 clear.  
 3 MR. BRISKE: Board members, questions of  
 4 Ms. Rosa or of the staff?  
 5 The Chair will entertain a motion.  
 6 MS. DAVIS: Mr. Chair, I move that we accept  
 7 the staff's Findings-of-Fact and approve the  
 8 petitioner's rezoning request.  
 9 MR. WINGATE: Second.  
 09:41 10 MR. BRISKE: A motion and a second. Any  
 11 discussion? All those in favor, say aye.  
 12 (Board members vote.)  
 13 MR. BRISKE: Opposed?  
 14 (None.)  
 15 MR. BRISKE: It passes unanimously.  
 16 (The motion passed unanimously.)  
 17 MR. BRISKE: Ms. Rosa, you've been cleared  
 18 through here. You will go in front of the Board of  
 19 County Commissioners next for their decision.  
 09:41 20 MS. ROSA: I thank you for your time.  
 21 MR. BRISKE: We're going to go ahead and close  
 22 the quasi-judicial hearing and with that we'll take  
 23 about a five-minute break. So we'll come back --  
 24 let's come back at about 14 till it looks like.  
 25 (Rezoning hearings concluded at 9:45.)  
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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 59 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 May 13th, 2011.  
 18  
 19  
 20 LINDA V. CROWE, COURT REPORTER  
 Notary Public - State of Florida  
 My Commission No.: DD 848081  
 My Commission Expires: 02-05-2013  
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# DEVELOPMENT SERVICES DEPARTMENT FINDINGS-OF-FACT

REZONING CASE: Z-2011-09  
May 9, 2011

## I. SUBMISSION DATA:

**BY:** Tanaya Rosa, Agent  
**FOR:** Keith L. Davis, Owner  
**PROPERTY REFERENCE NO.:** 16-2S-30-1001-330-004  
**PROJECT ADDRESS:** 3411 John Street  
**COMMUNITY REDEVELOPMENT AGENCY:** Englewood  
**FUTURE LAND USE:** MU-U, Mixed Use Urban  
**COMMISSIONER DISTRICT:** 3  
**BCC MEETING DATE:** June 2, 2011

## II. REQUESTED ACTION:

**REZONE**

**FROM:** R-4, Multiple-Family District,  
(cumulative) Medium High Density  
(18 du/acre)

**TO:** R-5, Urban Residential/Limited Office  
District, (cumulative) High Density  
(20 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)
- (5) Resolution 96-13 (Ex-parte Communications)

## **CRITERION (1)**

### **Consistent with the Comprehensive Plan.**

Whether the proposed amendment is consistent with the Comprehensive Plan.

### **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 9 HOU 1.1.7 Housing Types.** Escambia County's Future Land Use Element and LDC shall provide for a mix of housing types including, but not limited to, single-family residential, multi-family residential, mobile and manufactured homes, live-work units, accessory dwellings and other residential types that vary in density, size, cost and location.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of Future Land Use category Mixed Use Urban (MU-U) as stated in **CPP FLU 1.3.1**. MU-U allows a range of allowable uses including single-family residential, multi-family residential, mobile and manufactured homes.

## **CRITERION (2)**

### **Consistent with this 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 6.00.01.H** states the intent of the residential districts "is to promote the most desirable use of land as well as the appropriate location and density of development, to promote stability of residential areas by providing for smooth transitions in residential density".

**LDC 6.05.11. R-4, Multiple-Family District:** This district is intended to provide for the development of medium high density residential uses and structures. This land use is designed to encourage the efficient use of land and maintain a buffer between lower density residential and business, commercial and industrial districts.

**LDC 6.05.12. R-5, Urban Residential/Limited Office District:** 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 high density residential environment and low intensity

services. These uses form a transition area between lower density residential and commercial development.

**B. Permitted uses.**

1. Any permitted uses in the R-4 district.
2. Professional offices including, but not limited to, those of architects, engineers, lawyers, tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
3. Mobile homes as single-family residences.
4. Public utility and service structures.
5. 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).

**FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code.

The subject property is in an area with a mix of medium-high density residential and commercial uses. The proposed amendment to R-5 is compatible with the surrounding R-4 zoning district and uses as stated in LDC 6.00.01, however it is within the Englewood Redevelopment Area and the proposed amendment would not be consistent with the Englewood Redevelopment plan. See attached letter from Community Redevelopment Agency.

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 60 properties with zoning districts R-4 and ID-I. There are 22 single family homes, five mobile homes, one church, 24 vacant parcels and eight businesses.

**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 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. Though the proposed amendment would result in an isolated zoning district, the permitted uses are compatible with the uses of surrounding and nearby parcels.

**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: Allyson Cain, Planning Board Coordinator

CC: Keith Wilkins, Director, Community & Environment  
David Forte, Urban Planner II, Englewood Rep., Community Redevelopment Agency

FROM: Eva A. Peterson, Community Redevelopment Agency Manager *EAP*

DATE: April 19, 2011

RE: Parcels 16-2S-30-1001-330-004, 3411 John Street

In reference to the above listed parcel number, the property is located within the Englewood Redevelopment Area. The BCC updated the Englewood Redevelopment Plan in 2009. It addresses strategies for zoning including examining zoning to help facilitate reinvestment while protecting residential blocks, the use of an overlay on commercial corridors and establishing distinct areas for high residential development near "E", Weiss and Luke Streets. The neighborhood of John Street, Matthews Lane and Fisher Avenue maintains a small residential feel consistent with a medium density zoning where the lots are smaller and homes are closer to the street. The CRA is a recipient of Front Porch Florida and Escambia Community Collaborative grant funding, as a result.

The 2000 Englewood Redevelopment Plan explicitly states, "Spot rezonings for mobile homes or any other use should be avoided but a proposed special mobile home redevelopment district may appropriately be used in selected mobile home concentrations." (p.13) In the 2009 Redevelopment Plan the goals and strategies from the 2000 plan were included for cohesiveness. This demonstrates the CRA's commitment to upholding the mission and primary objective: **Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.**

The 2008 *Englewood CRA Concept Plan* identifies the subject property as single family with tree canopies, part of the Residential Preservation and Enhancement sector. This concept reinforces the strategies above. The CRA has funded sidewalks, sewer expansion, park improvements and residential rehab grants in Englewood in order to support reinvestment in the community and spur residential renovations. "Infill housing on vacant lots is encouraged when built by for-profit and nonprofit developers and intended (and priced) for low to moderate income households. Neighborhood character standards must be met or maintained in order to encourage this necessary development." (p.9) Design standards are still a goal as well as a residential façade

improvement program for this area. The CRA does not support an increase to high density residential, R-5, as it allows for more intense development than what is considered appropriate for the neighborhood within Englewood. Please refer to examples pgs. 56-57 of the residential enhancements supported within the Community Redevelopment Area.

If you have any questions please feel free to contact me at 595-3216.

Attachment: 2009 Englewood RDP pgs. 56-57



# RESIDENTIAL PRESERVATION AND ENHANCEMENT



The Englewood Redevelopment Area contains five neighborhoods: Englewood Neighborhood, Bell's Head Neighborhood, Gary Circle Neighborhood, Ebonwood Neighborhood and Britton Place Neighborhood. The housing condition is fair with a large number of dilapidated homes scattered across the Redevelopment Area. In addition, crime and public safety are also concerns of the community.

The efforts to revitalize the Redevelopment Area and improve the quality of life should be supported by a harmonizing effort to revitalize and preserve existing neighborhoods. The Plan calls for continued neighborhood improvements to create a strong, safe and vibrant community.

To preserve and improve the quality of the existing housing conditions, the Plan recommends utilizing existing incentives such as Enterprise Zone, establishing a residential improvement grant to encourage housing restoration across the Redevelopment Area, and continuing to collaborate with non-profit organizations and faith-based institutions, such as Escambia Community Collaborative.

To improve neighborhood connections and pedestrian walkability, the Plan suggests enhancing the existing neighborhood character, continuing with public realm improvements to provide a safe and



Existing condition: residential neighborhood

aesthetically pleasing environment, and in particular, improving the connections with local schools, parks and other neighborhood destinations. The Plan also recommends pursuing infill development opportunities in the neighborhood to develop pocket parks and multi-family development through land assembly and acquisition, where possible.

## Objective:

*Preserve and enhance the residential character of the neighborhood through investment in public infrastructure and by establishing or promoting programs that support investment in residential renovations and redevelopment of existing housing stock.*





**Action Strategies:**

- Work with Escambia County School Board and private property owners to devise strategies for the redevelopment of underutilized and vacant buildings owned by the Board and identify appropriate redevelopment alternatives that address the needs of the neighborhood.
- Establish residential improvement grant to encourage housing restoration across the Redevelopment Area.
- Establish residential design standards for building renovations and infill development.
- Acquire lots or building sites, or execute land exchanges for infill development.
- Actively pursue code enforcement including demolition of dilapidated structures. Parcels that become available as a result of the demolition may be used for infill housing development or neighborhood parks.
- Identify opportunities to develop pocket parks through acquisition of privately owned vacant, dilapidated or uninhabitable structures such that no Englewood resident is more than a 10-minute walk from a park.
- Continue to provide financial assistance to further sewer system expansion throughout the redevelopment area together with ECUA and developer funding.
- Consider the provision of flexible development standards in future zoning code revisions for minimum lot sizes to enable development of smaller residential lots.
- Enhance pedestrian safety employing a combination of traffic calming measures such as reduced speed limits, better signage, and the use of elevated decorative crosswalks at primary intersections.
- Initiate community-based activities involving the youth and public safety staff to generate support and participation in local anti-crime programs and improve public relations with the staff.
- Continue to work with neighborhood associations to conduct neighborhood planning exercises on a periodic basis to determine the specific needs of each neighborhood within the Redevelopment Area.
- Support enhanced law enforcement
- Support neighborhood promotional programs



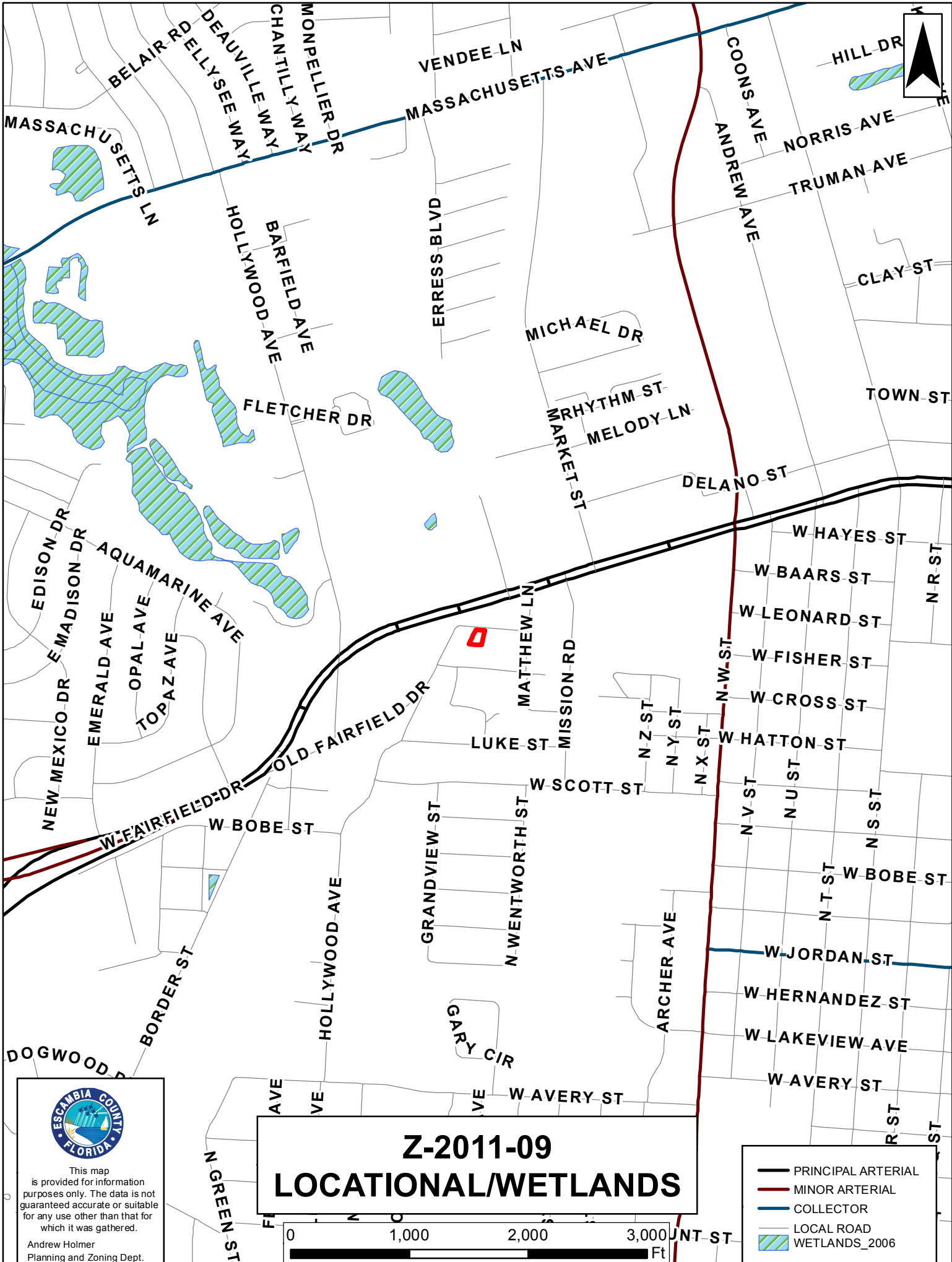
Existing condition



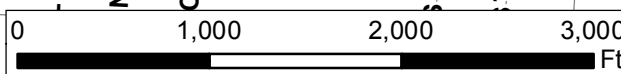
Photo simulation: canopy trees, traffic calming devices, sidewalks and street lights work together to enhance neighborhoods. IBI GROUP, INC




Establish residential design standards to ensure the quality of building renovations and residential infill developments.



# Z-2011-09 LOCATIONAL/WETLANDS



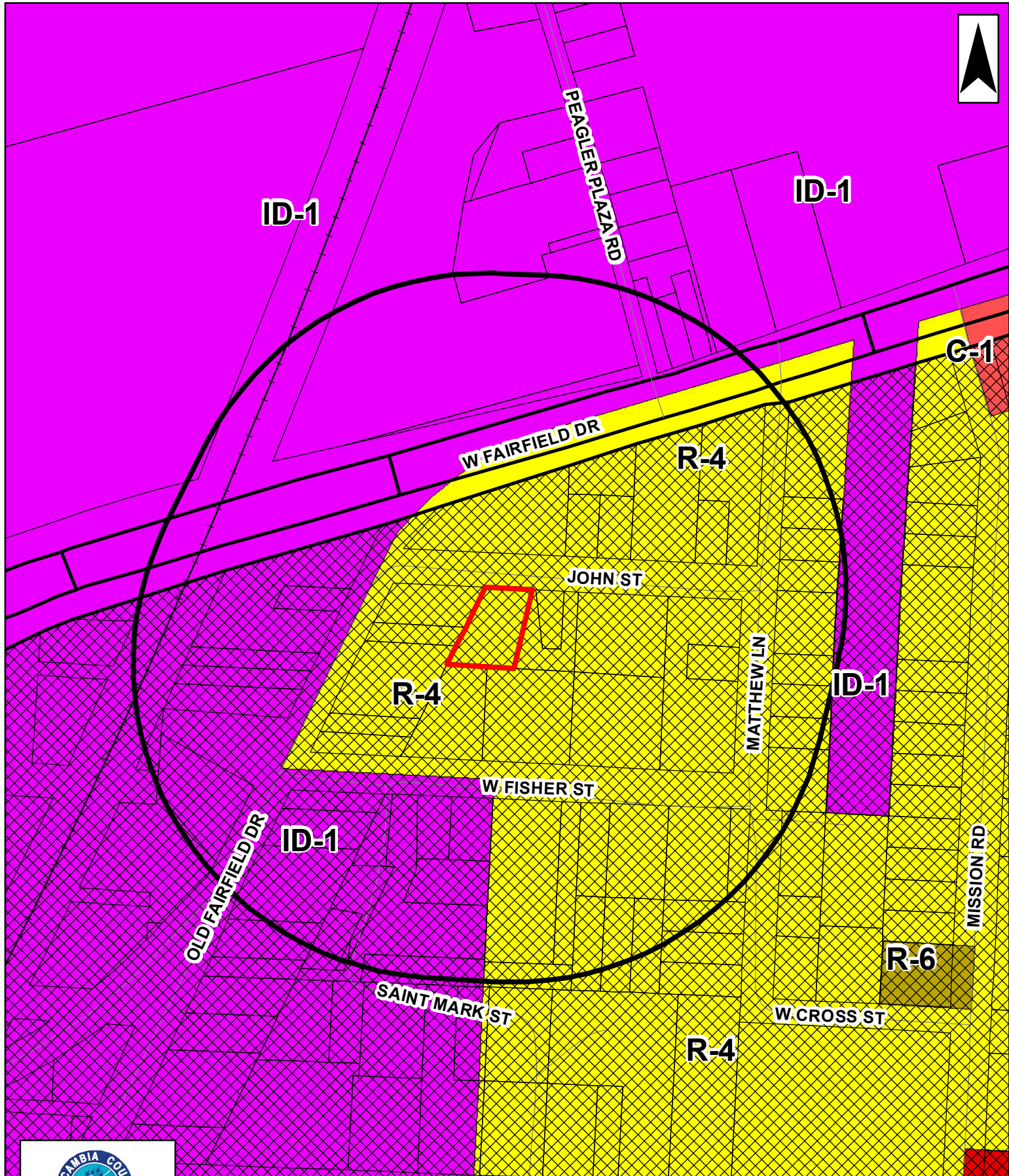

-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  WETLANDS\_2006



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.

Andrew Holmer  
Planning and Zoning Dept.

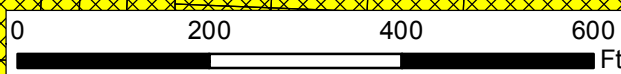












This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2011-09 CRA OVERLAY



-  ENGLEWOOD CRA
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS



W-FAIRFIELD-DR



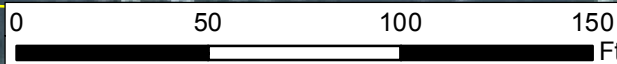
JOHN ST








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

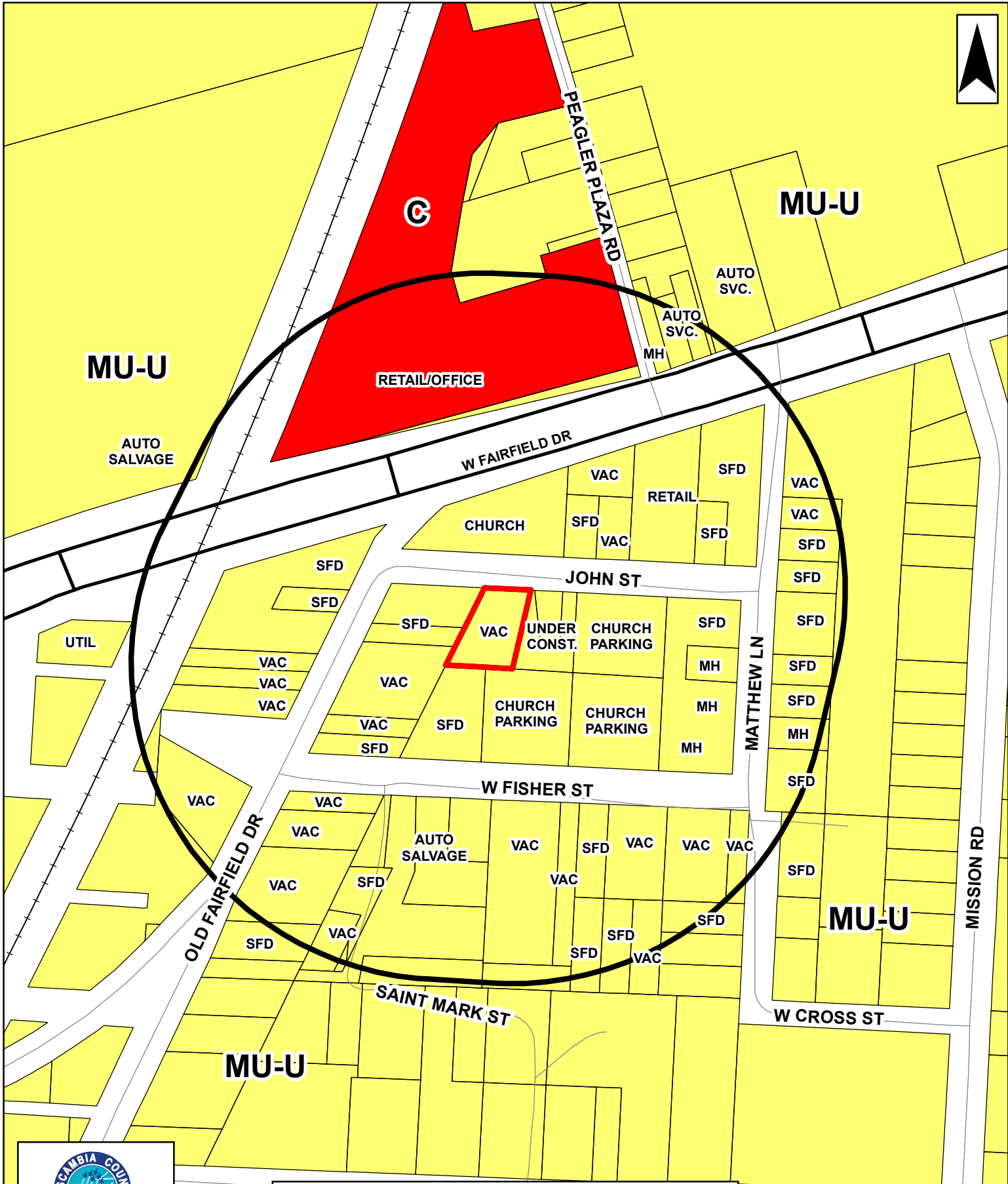
Andrew Holmer  
Planning and Zoning Dept.

# Z-2011-09 AERIAL



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



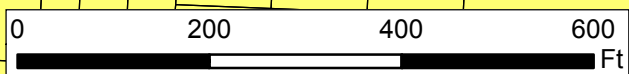


# Z-2011-09 FLU/ELU



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

Andrew Holmer  
Planning and Zoning Dept.



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



ID-1

ID-1

C-1

R-4

R-4

ID-1

ID-1

R-6

R-4

PEAGLER PLAZA RD

W FAIRFIELD DR

JOHN ST

MATTHEW LN

W FISHER ST

OLD FAIRFIELD DR

MISSION RD

SAINT MARK ST

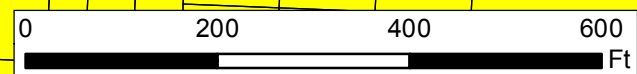
W CROSS ST



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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2011-09 ZONING



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

# Public Notice Sign







**Subject Property**





Looking South West





**Looking West**





**Across Street from Subject Property**





Looking North from Subject Property





Looking East





Looking South East





**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: R4 to: R5

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

Owner(s) Name: Keith L Davis Phone: (850) 589-5196  
Address: 3402 W. Fisher St 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: 3411 John St Pensacola FL 32505  
Property Reference Number(s)/Legal Description: 16-25-30-1001-330-004

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.

Tanaya Rosa  
Signature of Owner/Agent

Tanaya Rosa  
Printed Name Owner/Agent

4/7/11  
Date

Keith L Davis  
Signature of Owner

Keith L Davis  
Printed Name of Owner

4/7/2011  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 7th day of April 20 11  
by Tanaya Rosa and Keith L Davis

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

Karen S Spitsbergen  
Signature of Notary  
(notary seal must be affixed)

Karen S Spitsbergen  
Printed Name of Notary



**FOR OFFICE USE ONLY**

Meeting Date(s): 5-9-11 Accepted/Verified by: K Spitsbergen Date: 4-7-11

Fees Paid: \$ 0 Receipt #: Fee waiver approved Permit #: PRZ110400009

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





FOR OFFICE USE:

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

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 16-25-30-1001-330-004

Property Address: 3411 John St Pensacola FL 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 seventh DAY OF April, YEAR OF 2011.

[Signature]  
Signature of Property Owner

Keith L Davis  
Printed Name of Property Owner

4/7/11  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date





FOR OFFICE USE:

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

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

As owner of the property located at 3411 John st, Pensacola  
Florida, property reference number(s) 16-25-30-1001-330-004

I hereby designate Tanaya J Rosa 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: Tanaya Rosa Email: \_\_\_\_\_

Address: 4420 Morpeller dr Phone: 850) 529-5849

[Signature]  
Signature of Property Owner

Keith L Davis  
Printed Name of Property Owner

4/7/11  
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 7<sup>th</sup> day of April 20 11,  
by Tanaya Rosa + Keith L. Davis R200810 767690 - Rosa  
D 120512 644670 - Davis

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

[Signature]  
Signature of Notary

Karen S Spitsbergen  
Printed Name of Notary

(Notary Seal)







**Development Services Department**  
Escambia County, Florida

3/29

**PLANNING BOARD  
REZONING PRE-APPLICATION SUMMARY FORM**

16-25-30-1001-330-004  
Property Reference Number

Tanaya Rosa  
Name

3411 John St  
Address

Owner  Agent

Referral Form Included? Y / N

**MAPS PREPARED**

- Zoning
- FLU
- Aerial
- Other: CRA

**PROPERTY INFORMATION**

Current Zoning: R-4 Size of Property: .32 +/- <sup>ECPA</sup> 0.26 +/-  
 Future Land Use: MU-U Commissioner District: 3  
 Overlay/AIPD\*: None Subdivision: \_\_\_\_\_  
 Redevelopment Area\*: Englewood

\*Please contact Navy rep or CRA prior to application submittal.

595-3217 - Clara Long

**COMMENTS**

Desired Zoning: R-5

Is Locational Criteria applicable? NO If so, is a compatibility analysis required? n/a

- Contact CRA (Clara Long) prior to application submittal
- Fee Waiver - if applicable
- boundary survey → see checklist

Sent fee waiver document 3/30

Application deadline: 4/7 <sub>Thurs.</sub> Planning Board: 5/9 <sub>meeting</sub> BCC: 6/2 <sub>meeting</sub>

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process
- BOA  DRC  Other: \_\_\_\_\_

Staff present: Lynette Harris <sup>595-3464</sup> Date: 3/29

Applicant/Agent Name & Signature: Tanaya Rosa

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 03/29/2011)

Ernie Lee Magaha  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2011016170 03/11/2011 at 11:48 AM  
OFF REC BK: 6698 PG: 750 - 751 Doc Type: WD  
RECORDING: \$18.50 Deed Stamps \$0.70

# WARRANTY DEED

STATE OF Florida  
COUNTY OF Escambia

THIS WARRANTY DEED made the 11 day of March 2011, by  
and between ANTHONY BRIGHT  
hereinafter called the Grantor, to Keith Lamont Davis  
hereinafter called the Grantee,

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, do bargain, sell, convey and grant unto the  
Grantee all that certain land situate in \_\_\_\_\_ to wit:

See Attached Exhibit A'

Together with all the tenements, hereditaments and appurtenances  
thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the 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 fully warrants the title to said land and will  
defend the same against the lawful claim of all persons whomsoever;  
and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor has signed and sealed these  
presents the day and year first above written.

Signed, sealed and delivered  
in our presence

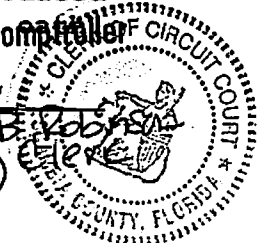
Brenda B. Robinson  
Jessica Liebe

Anthony Bright  
Anthony Bright

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of  
March 2011, by Anthony Bright, who produced  
identification of Florida Driver License and did not take an oath.

Prepared By:

Ernie Lee Magaha, Clerk and Comptroller  
Brenda B. Robinson  
Notary Public Deputy  


Return to:  
Keith L. Davis  
3402 West Fisher St.  
Pensacola, FL 32505

Exhibit A

The West  $\frac{1}{2}$  of Lot 33 of the unrecorded plat of Lot 4, Subdivision of Lot 1, Section 16, Township 2 South, Range 30 West, recorded in plat of Deed Book 76, page 263 of the records of Escambia County, Florida.

Also described as:

Begin 655 ft. North and 354 ft. West of Southeast corner of the unrecorded plat of lot 4, Subdivision of Lot 1, Section 16, Township 2 South, Range 30 West, thence South 150 feet, thence West 105.15 feet, thence Northerly parallel to road 162.5 feet, thence East 74 feet to point of beginning, being the West  $\frac{1}{2}$  of Lot 33 of the unrecorded plat of Lot 4, Subdivision of Lot 1, Section 16, Township 2 South, Range 30 West, recorded in Plat of Deed Book 76, page 263 of the records of Escambia County, Florida.

Parcel ID# 16-2S-30-1001-330-004

CORRECTIVE QUIT CLAIM DEED-Page Two

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 6th day of March, 2007.

Signed, sealed and delivered  
in our presence

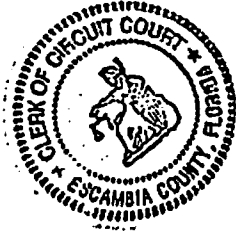
Marcia L. Schultz  
Marcia L. Schultz  
Gail Bare  
GAIL BARE

James Leonard Bartlett  
JAMES LEONARD BARTLETT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th  
day of March 2007, by James Leonard Bartlett, who produced  
identification of FL DRIV LIC and did not take an oath.

Ernie Lee Magaha, Clerk of the Circuit Court



Notary Public

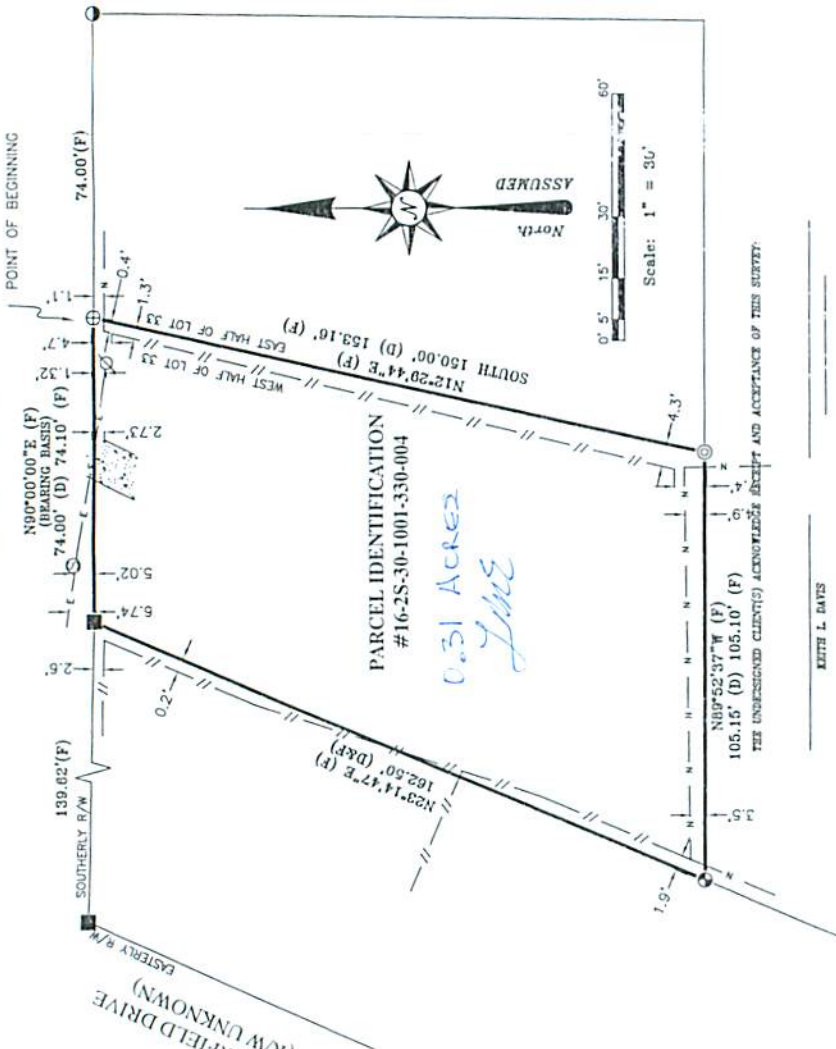
By: Gail Bare  
GAIL BARE, Deputy Clerk

Prepared By:  
James Leonard Bartlett  
1401 W. Mallory Street  
Pensacola, FL 32501  
Return To:  
Anthony Jerome Bright  
1401 W. Mallory Street  
Pensacola, FL 32501



**BOUNDARY SURVEY**  
3411 JOHN STREET  
A PORTION OF SECTION 16,  
TOWNSHIP 2 SOUTH, RANGE 30 WEST  
ESCAMBIA COUNTY, FLORIDA

3411 JOHN STREET (55' R/W)



PARCEL IDENTIFICATION  
#16-25-30-1001-330-004  
*0.31 Acres*  
*June*

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE ACCEPTANCE OF THIS SURVEY:

KEITH L. DAVIS  
\_\_\_\_\_  
THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MOUND TRENELL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:  
KEITH L. DAVIS

REVISIONS	FIELD BOOK	DATE

EMPIRE LAND SURVEYING, INC.  
PROFESSIONAL LAND SURVEYING • SERVING NORTHWEST FLORIDA  
8720 N. PALMFOX STREET, PENSACOLA, FLORIDA 32534  
PHONE: 850-477-3745 -- FAX: 850-477-3705  
LICENSED BUSINESS #5992 STATE OF FLORIDA  
CUSTEY112052JMS.dwg/EPW512711.dwg, 5/6/2011 6:34:57 PM, LANTER 1D225 PCL 5

**LEGEND**

- R/W RIGHT OF WAY
- O.R. OFFICIAL RECORD BOOK
- E — AERIAL UTILITY WIRES
- N — 4' CHAIN LINK FENCE
- // — WIRE FIELD FENCE
- . . . — CONCRETE
- ⊙ FOUND 1/2" THICK IRON PIPE
- ⊕ FOUND 1/2" CAPPED IRON ROD — TRS
- ⊖ FOUND 1/2" CAPPED IRON ROD — #4655
- ⊘ POWERPOLE
- ⊠ FOUND 5" SQUARE CONCRETE MONUMENT
- ⊙ SET 1/2" CAPPED IRON ROD — LICENSED BUSINESS — ELSI #699;
- ⊙ SEWER STUB

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SURVEYORS CERTIFICATE**  
I, LEAND M. EMFIZ, P.S.M., HAVE MADE THIS SURVEY IN ACCORDANCE WITH THE FLORIDA MOUND TRENELL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 47-17.001, 47-17.002, 47-17.003, 47-17.004, 47-17.005, 47-17.006, 47-17.007, 47-17.008, 47-17.009, 47-17.010, 47-17.011, 47-17.012, 47-17.013, 47-17.014, 47-17.015, 47-17.016, 47-17.017, 47-17.018, 47-17.019, 47-17.020, 47-17.021, 47-17.022, PURSUANT TO SECTION 472.007 FLORIDA STATUTES.  
*Leand M. Emfiz*  
APRIL 6, 2011 LEAND M. EMFIZ, P.S.M.  
DATE PROFESSIONAL SURVEYOR AND MAPPER  
NUMBER 5766, STATE OF FLORIDA

SCALE: 1" = 30'  
FIELD DATE: 04/05/11  
ORDER NO.: 071-11  
FIELD BOOK: 146/53

**GENERAL NOTES:**  
1. Known locations as shown are not to scale.  
2. Jurisdiction (Florida) boundary lines not located unless otherwise noted.  
3. Particulars, foundations, or any other subsurface structures were not located unless otherwise noted.  
4. All measurements were made in accordance with United States standards. The contractor should meet the standards required in the appropriate land area.  
5. All bearings and/or angles are true and actual unless otherwise noted. True = (T) actual field measurements = (F) Part = (P)  
6. No title search of any public records has been performed by this firm and lands shown hereon were not abstracted by this firm for easements, encumbrances, or rights-of-way. The parcel shown hereon may be subject to abstracts, easements, encumbrances, and restrictions that may be found in the Public Records of said County.

CLIENT	SOURCE OF INFORMATION: FIELD SURVEY
DAVIS	FIELD SURVEY



BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

REC'D MAR 29 2011

FEE WAIVER REQUEST FORM

The Board of County Commissioners have determined that it is in the best interest of the public to waive certain Planning Board and Board of Adjustment application fees for projects, regardless of size or scale, that will provide affordable housing for low income individuals and families. Upon request, the County Administrator may grant, to qualified applicants, a waiver of the fees approved by Resolution 2010-107. An approved fee waiver request shall expire after twelve (12) months.

The County Administrator shall only grant waivers to the following qualified applicants. Please check the box next to the appropriate statement that applies to your request.

- Individuals and families with an annual gross income at or below 30% of the median income for Escambia County.
- Non-profit organizations that will develop and provide affordable housing for individuals and families with an annual gross income at or below 30% of the median income for Escambia County.

Property Owner/Non-profit Organization Name: Keith L. Davis

Please list the address(es) and Property Reference Number(s) for the property(s):  
3411 John St 16-25-30-1001-330-004

Please indicate which application fee this request is for and the amount: rezoning - \$1,500

Please attach the following required supporting documents to this request form:

- a. All applicants must submit sufficient evidence of ownership or control of the property that is the subject of the development project for which the waiver is sought.
- b. All applicants must submit a copy of their federal income tax returns for the previous two years.
- c. All applicants must submit sufficient evidence that at least 30% of the total housing units produced from the development project will be sold or rented to, or occupied by, individuals and families with annual gross incomes at or below 30% of the median income for Escambia County.
- d. For projects that will provide rental housing, applicants shall also submit a schedule of rental rates for each unit by size.

FOR INTERNAL OFFICE USE ONLY

The applicant is a qualified applicant.  YES  NO

The applicant provided all required supporting documents.  YES  NO

Therefore; this fee waiver request for Rezoning application (\$1500.00)  
is hereby approved on this 4th day of April, 2011.

Charles R. Oliver  
Charles R. "Randy" Oliver, CPA, P.E.  
County Administrator



GULSBY CLARENCE B JR &  
6709 ANGUS LN  
MOLINO FL 32577

CONTI MICKI  
401 TONAWANDA DR  
PENSACOLA FL 32506

KEENAN PROPERTIES OF NORTHWEST  
3250 W FAIRFIELD DR  
PENSACOLA FL 32505

WOODALL LOWERY A  
9 ISLANDVIEW DR  
MARY ESTHER FL 325692029

MCCOVERY DEBORAH WILLIAMS  
8485 OLYMPIA RD  
PENSACOLA FL 325148028

MACK ROY E  
3125 W FAIRFIELD DR  
PENSACOLA FL 32505

WOODSON JAMES L JR  
3215 W FAIRFIELD DR  
PENSACOLA FL 32505

LOWE WALTER E & GENEVA  
1383 RULE ST  
PENSACOLA FL 32534

DOWNTOWN INVESTMENT PROPERTIES  
C/O WATSON REALTY  
3710 LAKESIDE CIR  
MOBILE AL 36693

WOS PROPERTIES LLC  
PO BOX 422  
MILTON FL 32572

NETTLES ROY V & DEBERT ANN  
3408 W JOHN ST  
PENSACOLA FL 32505

FITZGERALD CAROLYN Y 1/5 &  
528 S 46TH ST  
SAN DIEGO CA 92113

GREATER EMMANUEL HOLINESS  
3420 W JOHN ST  
PENSACOLA FL 32505

WILLIAMS LUCILLE  
3313 OLD FAIRFIELD DR  
PENSACOLA FL 32505

GAMBLE LUCILLE  
3327 OLD FAIRFIELD DR  
PENSACOLA FL 32505

DEES GEORGE JR EST OF  
109 HAYMAKER PL  
WILLIAMSBURG VA 23185

CUNNINGHAM MAE NORAH  
C/O ELLA CUNNINGHAM  
2528 NORTH Z ST  
PENSACOLA FL 32505

COLEMAN JAMES E  
3419 W FISHER ST  
PENSACOLA FL 32505

SCHWARTZ & SCHWARTZ PROPERTIES INC  
411 BECKS LAKE RD  
CANTONMENT FL 32533

WILLIAMS PETER & GERALDINE  
3411 OLD FAIRFIELD DR  
PENSACOLA FL 32505

FIRST FAMILY HOME EQUITY INC  
4726 MARINO ST JONES  
COLUMBUS GA 31907

REUBEN SAMUEL C  
6860 ADDIE GANT LN  
PENSACOLA FL 32526

MAULE JAMES & LIZZIE  
3237 1/2 W FISHER ST  
PENSACOLA FL 32505

JONES MIZELL  
3421 W FISHER ST  
PENSACOLA FL 32505

JONES FLOYD D  
3421 FISHER ST  
PENSACOLA FL 32505

ALLEN RONETTA JONES  
3421 FISHER ST  
PENSACOLA FL 32505

JONES WILLIE J  
4726 MARINO ST  
COLUMBUS GA 31907

JONES TERRY J  
3421 FISHER ST  
PENSACOLA FL 32505

DIRI SAID  
714 HAMSTER CT  
KISSIMMEE FL 34759

MARS KERVONDA WILLIAMS  
9079 CARIBBEAN DR  
PENSACOLA FL 32506

SCANLAN MARK  
1541 TOMMY ST  
PENSACOLA FL 32534

MOBLEY WILLIE L JR &  
1220 ALBUQUERQUE CIR  
PENSACOLA FL 32505

PUGH ELIZABETH D &  
3413 1/2 W FISHER ST  
PENSACOLA FL 32505

LAWSON DOROTHY MAE  
3407 W JORDAN ST  
PENSACOLA FL 32505

ALBRITTON JOHN H  
3405 W FISHER ST  
PENSACOLA FL 32505

LAWSON MAE SUE EST OF  
PO BOX 10108  
PENSACOLA FL 32524-0108

PREYER J V  
2801 MATTHEW LN  
PENSACOLA FL 32505

RICH MIKE & ELLA LOUISE  
1219 S KEDZIE AVE  
CHICAGO IL 60623

CHERRY CASSANDRA B  
1444 WATKINS TRL  
PENSACOLA FL 32506

TARVER CHINNIE LIFE EST &  
2803 N MATTHEW ST  
PENSACOLA FL 32505

FOUNTAIN CARRIE BELL EST OF  
C/O CLENNON FOUNTAIN  
3402 W FISHER ST  
PENSACOLA FL 32505

FOUNTAIN VINCENT P & JACQUELYN G  
2915 MATTHEW ST  
PENSACOLA FL 32505

GREATER EMMANUEL HOLINESS  
3420 WEST JOHN ST  
PENSACOLA FL 32505

KNIGHT JOE L & ZENOBIA  
3418 W FISHER ST  
PENSACOLA FL 32505

BRIGHT ANTHONY J  
1401 W MALLORY ST  
PENSACOLA FL 32501

DIRDEN ELLA D &  
2312-1 TRUMAN AVE  
PENSACOLA FL 32505

WILLIAMS BARBARA LIFE EST  
3409 W JOHN ST  
PENSACOLA FL 32505

SNOWDEN TOMMY GRAY ROBERTA  
7555 LONG MEADOW LN  
PENSACOLA FL 32506

GORDAN JESSIE EST OF &  
C/O MARIE RICHARDSON  
146 KEITH RD  
BON AIRE GA 31005

HERBERT MABEL &  
3308 OLD FAIRFIELD DR  
PENSACOLA FL 32505

RUFUS EVELYN EST OF  
3316 OLD FAIRFIELD DR  
PENSACOLA FL 32505

GAINES CARERLEA J  
1411 E BOBE ST  
PENSACOLA FL 32503

INDEPENDENT GLORIOUS  
1013 NORTH C ST  
PENSACOLA FL 32501

HOWARD ROSA LEE EST OF  
3215 W FAIRFIELD DR  
PENSACOLA FL 32505

CARSON EDDIE J &  
7939 WINTERWOOD CIR N  
JACKSONVILLE FL 32210

COLLEY RELETHA  
3000 MATTHEW LN  
PENSACOLA FL 32505

BROWN MAGNOLIA  
2920 MATTHEW LN  
PENSACOLA FL 32505

FOUNTAIN E MAXINE  
2918 MATTHEW LN  
PENSACOLA FL 32505

BROWN BRENDA LARASE  
2920 MATTHEW LN  
PENSACOLA FL 32505

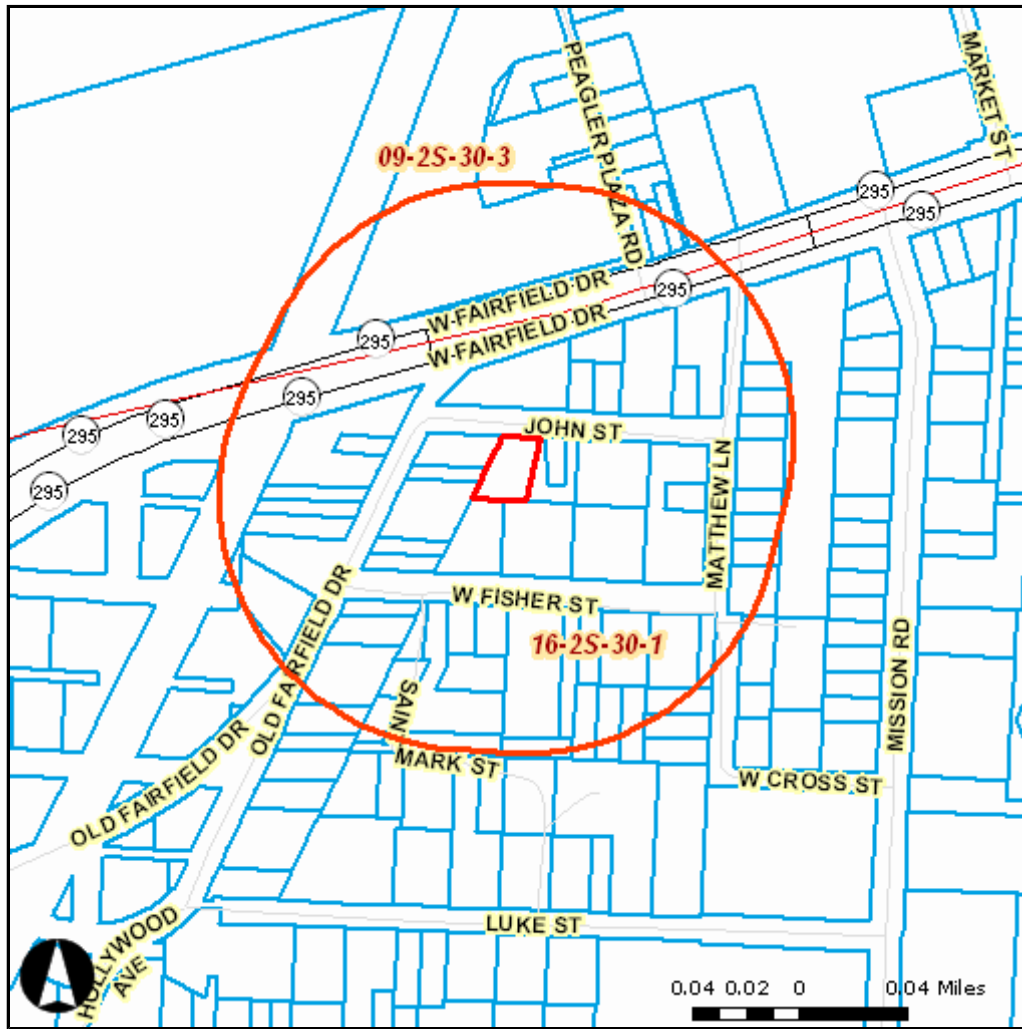
BADLEY JOHN T &  
5148 ROWE TRL  
PACE FL 32571



ALLEN EDDIE B  
3321 W FISHER ST  
PENSACOLA FL 32505

ASPHALT SEALCOATING &  
3328 HOLT CIR  
PENSACOLA FL 325261541

# ECPA Map



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 Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board

Public Hearing
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-09

OR

Agenda Item Number/Description:

In Favor Against

\*Name: Tanaya Rosa

\*Address: 4420 Gfornpellein dr. \*City, State, Zip: Pensacola FL 32505

Email Address: Phone: 529 5849

Please indicate if you:

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

All items with an asterisk \* are required.

Chamber Rules

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





BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board

Public Hearing  
Speaker Request Form

Please Print Clearly

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2011-09

OR

Agenda Item Number/Description: \_\_\_\_\_

\_\_\_\_\_ In Favor \_\_\_\_\_ Against

\*Name: Willie or Ronetta Jones

\*Address: 3421 W. Fisher St. \*City, State, Zip: Pensacola, FL 32505

Email Address: \_\_\_\_\_ Phone: (850) 454-9336

Please indicate if you:

would like to be notified of any further action related to the public hearing item.

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

All items with an asterisk \* are required.

\*\*\*\*\*  
Chamber Rules

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4. Please keep your remarks BRIEF and FACTUAL.
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## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-839

Growth Management Report Item #: 7. 2.

BCC Regular Meeting

Public Hearing

Meeting

Date:

06/02/2011

Issue:

5:45 p.m.- A Public Hearing - Amendment of the Official Zoning Map

From:

T. Lloyd Kerr, AICP

Organization: Development Services

---

### Information

#### **RECOMMENDATION:**

5:45 p.m. 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 May 9, 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-2011-08 and Z-2011-09 were heard by the Planning Board on May 9, 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 Department and interested citizens. The Development Services Department will ensure proper advertisement.

---

**Attachments**

Ordinance Draft

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-2011-08</b>
Location:	310 East Johnson Avenue
Property Reference No.:	12-1S-30-6106-004-001
Property Size:	0.38(+/-) 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-2011-09</b>
Location:	3411 John St
Property Reference No.:	16-2S-30-1001-330-004
Property Size:	0.31(+/-) acres
From:	R-4, Multiple-Family District, (cumulative) Medium High Density (18 du/acre)
To:	R-5, Urban Residential/Limited Office District, (cumulative) High Density (20 du/acre)
FLU Category:	MU-U, Mixed Use Urban

**Section 2. Severability.**

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

**Section 3. Inclusion in Code.**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (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-841** **Growth Management Report** **Item #: 7. 1.**

**BCC Regular Meeting** **Action**

**Meeting**  
**Date:** 06/02/2011

**Issue:** Action Item - Escambia County Comprehensive Plan Implementation Annual Report Fiscal Year 2009/2010

**From:** T. Lloyd Kerr, AICP

**Organization:** Development Services

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Escambia County Comprehensive Plan Implementation Annual Report Fiscal Year 2009

That the Board review and approve, for filing with the Board's Minutes, the Escambia County Comprehensive Plan Implementation Annual Report Fiscal Year 2009/2010.

**BACKGROUND:**

As required by the Comprehensive Plan Section 14.06, the Comprehensive Plan Implementation Committee (CPIC) provides an Annual Report of the status of growth management activities and the Capital Improvement Program to the Planning Board. The Planning Board reviews the report and makes recommendations to the Board of County Commissioners (BCC) for use during its deliberations on the annual budget and capital improvements.

The Planning Board reviewed and approved transmittal to the BCC for final approval at the April 7, 2011 meeting.

Note: On January 20, 2011, the BCC approved the new Comprehensive Plan: 2030 (Ordinance No. 2011-03) and transmitted to the Florida Department of Community Affairs (DCA) for its Notice of Intent of In Compliance dated February 7, 2011. Due to the adoption of the Comprehensive Plan: 2030, the content and formatting of the CPIC Annual Report Fiscal Year 2010/2011 will be substantially different.

**BUDGETARY IMPACT:**

The BCC shall consider the Planning Board recommendations resulting from the Annual Report during deliberations on the annual budget and capital improvements. Any adjustments made to the Capital Improvements Element shall include consideration of the maintenance of level of service standards reported in the Annual Report.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy of the Annual Report has been provided to the County Attorney's Office.

**PERSONNEL:**

Planning and Zoning staff and members of the CPIC coordinated time and effort to prepare and review this report. Adoption and implementation of the recommendations contained herein will assist in the allocation of the limited resources available to the County.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This Annual Report is prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan policies and Concurrency Section (6.01).

**IMPLEMENTATION/COORDINATION:**

The Development Services Department will distribute copies to all County Departments and make them available to interested citizens. After BCC approval, the Annual Report will be transmitted to the Department of Community Affairs as a courtesy copy.

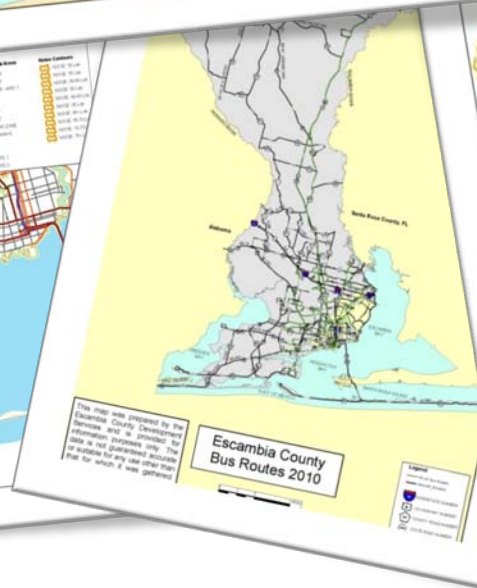
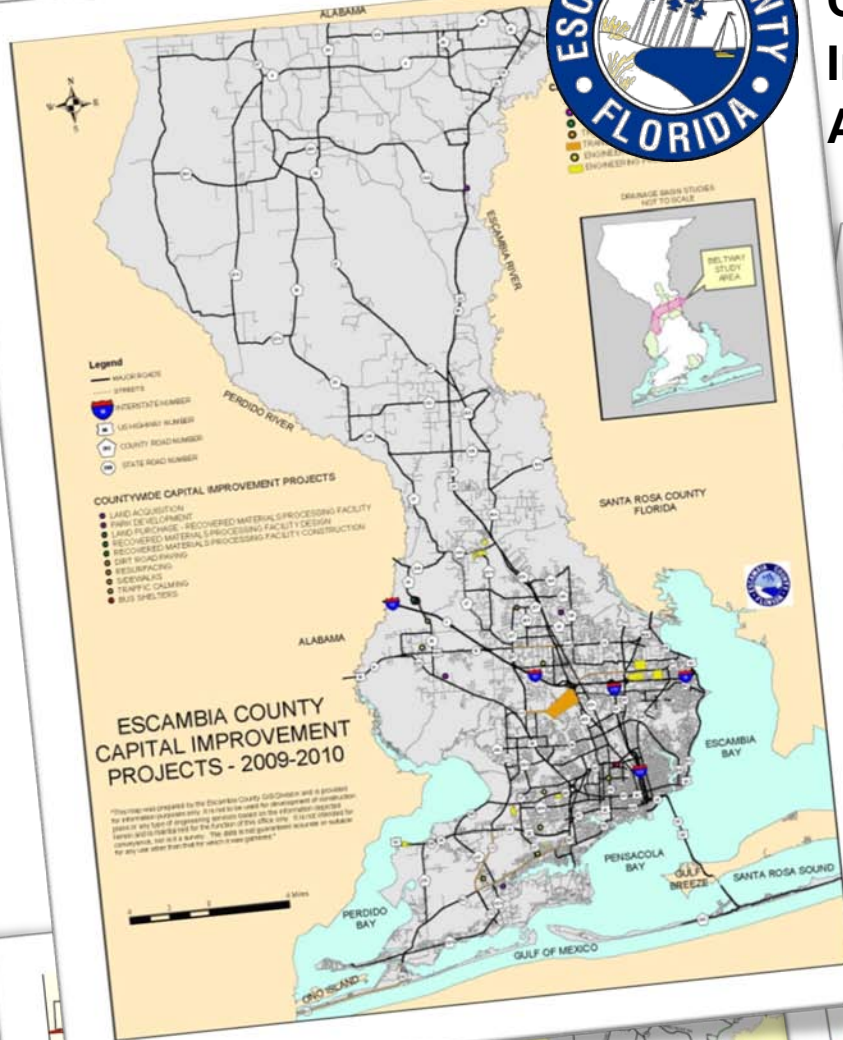
Development Services Department staff has coordinated development of the Annual Report with all CPIC members.

---

**Attachments**

CPIC annual Report 09\_10

# Escambia County Comprehensive Plan Implementation Annual Report 2009/2010



A Report of the  
Comprehensive Plan Implementation Committee and the Planning Board to  
the Escambia County Board of County Commissioners

June 2, 2011



## EXECUTIVE SUMMARY

---

This Annual Report has been prepared in accordance with the requirements contained in various sections of the Escambia County Comprehensive Plan, which requires reporting of certain data and information related to growth on an annual basis.

The purpose and intent of the Annual Report is to provide a yearly planning tool for monitoring and evaluating future implementation of the Escambia County Comprehensive Plan. The Comprehensive Plan contains policies and objectives adopted by the Board of County Commissioners to provide for “orderly growth management” and to “maintain and improve the quality of life for all citizens of the county”.

Policy 14.A.3.6 and Section 14.06 of the Comprehensive Plan call for the establishment of the Comprehensive Plan Implementation Committee and tasks the committee with reviewing the five elements listed below and reporting to the Planning Board (serving as the Local Planning Agency) by April 1 of each year. The Planning Board then reviews and recommends approval of the report to the Board of County Commissioners (BCC) by June 1 of each year. The BCC then reviews for approval the report and transmits a courtesy copy to the Department of Community Affairs.

The five elements are as follows:

A status report for capital improvement projects in fiscal year (FY) 2009/2010.

A status report for level of service standards and an assessment of public facility capacities related to the concurrency management system.

A population estimate and projection for Escambia County.

A monitoring and evaluation report on the implementation of specific Comprehensive Plan policies.

A listing of capital project requirements coming out of the above analysis for inclusion in the annual Five-Year Capital Improvements Program schedule.

The five elements are broken out into five chapters within this report. Chapter One shows the status of the major projects for FY 2009/2010. Chapter Two is an assessment of the current capacities for seven public facility areas with adopted levels of service. Chapter Three contains tables with population estimates and projections for Escambia County. Chapter Four reports the status of a number of Comprehensive Plan implementation items which are cited in Section 14.06 and additional policies. All policies are identified in italics. Due to the County reorganization in 2007, many of the referenced policies identify old department or division names. New and current names of said departments or divisions have been used within text provided by staff/committee. Chapter Five lists items associated with the Comprehensive Plan but are for informational purposes only. Chapter Six contains the Five-Year Capital Improvements Schedule. The Appendix contains additional or backup documentation for this report.

This report was prepared by the Development Services Bureau and reviewed by the Comprehensive Plan Implementation Committee on 3/25/11.





### COMPREHENSIVE PLAN IMPLEMENTATION COMMITTEE MEMBERS

CHARLES R. "RANDY" OLIVER, CPA, PE, *County Administrator*

LARRY NEWSOM, *Assistant County Administrator*

T. LLOYD KERR, AICP, *Development Services Director*

JOY BLACKMON, PE, *Public Works Director*

KEITH WILKINS, *Community and Environment Interim Director*

AMY LOVOY, *Management & Budget Services Director*

MIKE WEAVER, *Public Safety Director*

DANIEL R. SPILLMAN, *Fire Chief*

GORDON PIKE, *Corrections Director*

BUCK LEE, *Santa Rosa Island Authority General Manager*

Annual Report Prepared By:

*Development Services Department*

ALLYSON CAIN, *Urban Planner II*

DAVID FORTE, *Urban Planner I*

LYNETTE HARRIS, *Urban Planner I*

JUAN LEMOS, *Urban Planner I*



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**1.0 CAPITAL IMPROVEMENTS PROJECT STATUS**

The following table shows the status of the major projects included in the fiscal year 2009/2010 column of the Capital Improvement Program (CIP) schedule.

**Table 1A: Status of Major 2009/2010 Capital Improvement Projects**

PROJECT	STATUS
<b>Recreation &amp; Open Space</b>	
Regency Park Solar Lights Improvements	Completed April 2010.
Bratt Community Park	Completed October 2010.
Beulah Regional Park	Completed November 2010.
Diego Circle Improvements	Construction completed February 2011.
Cantonment Athletic Park Phase 2	Permits & design complete. Construction to begin January 2011.
Southwest Escambia County Sports Complex – additional acreage to expand the existing Baars Park	In design and permitting phase.
Wedgewood Park Improvements	Pending authorization to proceed.
Park Pavilion Replacements	Ongoing Countywide project.
Playgrounds Replacements	Ongoing Countywide project.
Playground Fall Surface Improvements	Ongoing Countywide Project
ADA Improvements	Ongoing Countywide Project
<b>Solid Waste</b>	
Landfill Mining and Section Five Expansion	Full-scale mining of the unlined sections of Perdido Landfill is underway in Phase 1. This phase will mine sufficient areas for the installation of cells 1A and 1B in Section 5, in fiscal years 2012 and 2014 respectively. The primary goal of landfill mining was to recover soil and compost for reuse on-site and to provide additional disposal capacity within the existing landfill footprint. Current recovery of reusable materials is averaging 70% and completion of Cells 1A, 1B, 2 and 3, Section 5 will provide in excess of 30 years of disposal capacity for the citizens of Escambia County.





PROJECT	STATUS
Section Six Expansion	Preliminary design for the Perdido Landfill Section Six Expansion is expected for mid 2011 and will consist of boundary surveys, wetland delineation, soil boring, and borrow pit development. Request for proposals on landfill layout, infrastructure improvements and estimated cost and expected disposal capacity is expected in late 2012.
Perdido Landfill; Stormwater System Restoration and improvements	Improvement to stormwater management system at Perdido Landfill is ongoing and includes: stormwater drainage study, restoration of existing stormwater ponds to design capacity (in progress), design and installation of new stormwater ponds and conveyances. Stormwater drainage study will be completed by the mid 2011 with design and construction in late 2012 and 2013
Perdido Landfill; Restoration of onsite wetlands	Research and design for restoration of onsite wetlands to restore natural conditions and flow disturbed by past landfill expansions and operations. Cost of restoration is expected to include federal and / or state grants. In progress.
Klondike Landfill; Contamination Groundwater Remediation System, Research, Design and Construction	Research and design of innovative treatment systems for groundwater contamination remediation. Installation of the prototype system is complete for the Reactive Barrier, routine sampling is ongoing. Installation of the air injection and chemical treatment system is complete with the exception of the electrical systems. Completion of the electrical systems is expected in Fall of 2011.
Klondike Landfill: Beneficial Reuse	Escambia County in cooperation with the Florida Fish and Wildlife Commission is developing a regional archery park at the closed Klondike Landfill. The Pensacola Archery Park, funded by FWC will support the Archery in Schools Program and provide an outstanding facility for sports and recreation for residents of Escambia and neighboring counties. Infrastructure development is underway with completion scheduled in late 2011.
Beulah Landfill; Contaminated Groundwater and Soil Remediation System	Remedial Action Assessment Report completed and development of a Remedial Act Plan delivered to DEP summer of 2010. Implementation of the RAP will begin on approval of DEP.



PROJECT	STATUS
Landfill Mining and Section Five Expansion	Full-scale mining of the unlined sections of Perdido Landfill is underway in Phase 1. This phase will mine sufficient areas for the installation of cells 1A and 1B in Section 5, in fiscal years 2012 and 2014 respectively. The primary goal of landfill mining was to recover soil and compost for reuse on-site and to provide additional disposal capacity within the existing landfill footprint. Current recovery of reusable materials is averaging 70% and completion of Cells 1A, 1B, 2 and 3, Section 5 will provide in excess of 30 years of disposal capacity for the citizens of Escambia County.
Section Six Expansion	Preliminary design for the Perdido Landfill Section Six Expansion is expected for mid 2011 and will consist of boundary surveys, wetland delineation, soil boring, and borrow pit development. Request for proposals on landfill layout, infrastructure improvements and estimated cost and expected disposal capacity is expected in late 2012.
<b>Engineering - Drainage</b>	
Beulah Road	August 2010 Completed
Bridge Prioritization Project	November 2010 Completed
Scott-Camelford Group Resurfacing	November 2010 Completed
Brickyard Road (Dirt Road Paving)	November 2010 Design Complete
Barrineau Park Widening/Resurfacing	December 2010 Completed
Maplewoods Drainage Phase I	December 2010 Completed
Old Palafox (Memory to Duke)	December 2010 Completed
Gulf Beach Highway Sidewalks Phase I	December 2010 Completed
Rocky Branch (Dirt Road Paving)	December 2010 Design Complete
Bartow Outfall Drainage	December 2010 Design Complete
Starlake Bridge Replacement	January 2011 Completed
Coral Creek Drainage North Area	January 2011 To Construction
"W" Street Resurfacing	February 2011 Completion
Prieto-Monticello Group Resurfacing	February 2011 Completion



PROJECT	STATUS
Jacks Branch Drainage Basin Study	February 2011 Completion
Gulf Beach Highway Sidewalks Phase 2	February 2011 To Construction
Muscogee Road Zone 3 Phase 2 Drainage (Hicks to Webb St)	March 2011 Completion
Ten Mile/Chemstrand	March 2011 Completion
Coral Creek Drainage South Area	March 2011 To Construction
Highway 97/Muscogee Lane Widening	April 2011 Completion
CR 297A - Pine Forest to Sandicrest	May 2011 Design Completion
CR 297A – Sandicrest to South of Kingsfield	May 2011 Design Completion
Ensley Drainage Phase 2A Construction	July 2011 Completion
2 <sup>nd</sup> St Widening - County Drainage & Construction	July 2011 To Construction
Highway 297A/Kingsfield Intersection & Lane Widening	August 2011 Completion
Airway Drive Sidewalk & Drainage	September 2011 Completion
East Jones Creek Restoration	October 2011 To Construction
Ten Mile Roadway & Drainage	November 2011 Design Complete
<b>Engineering - Transportation</b>	
Olive Road Corridor Management Plan	Complete
Gulf Beach Hwy Corridor Management Plan	Complete
Olive Road at Cody Lane – New Signal	Complete
Blue Angel Parkway PD&E	Completion Date: 03/31/2011
Sorrento Road PD&E Study	Completion Date: 03/31/2011
Nine Mile Road PD&E Re-Evaluation	Completion Date: 05/30/2011
Interchange Justification Report for I-10 at Beulah	Completion Date: 07/31/2011
Pinestead – Longleaf Corridor PD&E Study	Completion Date: 10/31/2011
Perdido Key Drive and ICWW Bridge PD&E Study	Completion Date: 11/30/2012
<b>Mass Transit – Escambia County Area Transit</b>	
ECAT Westside New Transfer Center	Remains cancelled due to fiscal budget constraints
PJC New Transfer Center	Shelters were purchased in FY07/08 Shelter installation took place in FY09/10, along with ADA accessible sidewalks.



PROJECT	STATUS
Annual Facility Improvement	<ul style="list-style-type: none"> <li>- Fuel tank replacement was completed.</li> <li>- Parking lot resurfacing has been scheduled for early summer 2011.</li> <li>- New bus wash system was completed FEB 2011</li> <li>- Facility central AC replacement has been supplanted by more cost-effective alternatives in the form of individual ductless AC units. Passenger waiting area is in need of AC upgrade with anticipated completion in FY11/12.</li> <li>- Facility Projects scheduled for next 2 years: parking lot lighting, repair of sidewalk, repair roofing on fuel island, and new generator for the facility.</li> </ul>
10 New Low Floor Gilligs	<ul style="list-style-type: none"> <li>- A 10-bus order utilizing FTA awarded ARRA funds with expected delivery near the end of FY09/10</li> <li>- A 2-minibus &amp; 1-transport van order utilizing FTA ARRA funds awarded through Florida DOT. Van received and expecting delivery of the minibuses during FY09/10</li> <li>- Buses have been delivered and are currently in service.</li> </ul>

Source: Capital Improvement Programs Schedule





## 2.0 LEVEL OF SERVICE STATUS REPORT

As required by Section 14.06 of the Escambia County Comprehensive Plan, the following is an assessment of the current capacities (or equivalent measure) for seven public facility areas for which the County has adopted levels of service (LOS). The seven areas for review are: Roads, Mass Transit, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Recreation and Open Space.

**Table 2A: Adopted Level of Service Standards**

FACILITY	STANDARD																				
Roads (County and State)	<p>Annualized P.M. Peak Hour Level of Service Standard</p> <p><i>Roadway Functional Classification</i></p> <p>Florida Intrastate Highway System Roads</p> <p>Principal Arterial (SIS Rural) B</p> <p>Principal Arterial (SIS Urbanized) C</p> <p>Transportation Regional Incentive Program and Emerging SIS Connector Funded Roads</p> <p>Minor Arterial (Urbanized) D</p> <p>Other State and Local Roads</p> <p>Principal and Minor Arterial (Urbanized) D</p> <p>Principal and Minor Arterial (Rural) C</p> <p>Major and Minor Collector (Rural or Urbanized) E</p>																				
Mass Transit	Measured by a 60-minute maximum period of wait throughout the current areas and hours of service																				
Sanitary Sewer	210 gallons per residential connection per day and the peak shall be 350 gallons per residential connection per day																				
Solid Waste	6 lbs of disposal per capita per day																				
Drainage	Post-development run-off shall not exceed the pre-development runoff rate for a 25 year storm event																				
Potable Water	<table border="0"> <tr> <td>Purveyor</td> <td>Gallons per Capita per day</td> </tr> <tr> <td>Bratt-Davisville Water System</td> <td>96</td> </tr> <tr> <td>Central Water Works</td> <td>94</td> </tr> <tr> <td>Cottage Hill Water Works</td> <td>122</td> </tr> <tr> <td>ECUA</td> <td>100</td> </tr> <tr> <td>Farm Hill Utilities</td> <td>76</td> </tr> <tr> <td>Gonzalez Utilities</td> <td>81</td> </tr> <tr> <td>Molino Utilities</td> <td>81</td> </tr> <tr> <td>People's Water System</td> <td>65</td> </tr> <tr> <td>Walnut Hill Water Works</td> <td>83</td> </tr> </table>	Purveyor	Gallons per Capita per day	Bratt-Davisville Water System	96	Central Water Works	94	Cottage Hill Water Works	122	ECUA	100	Farm Hill Utilities	76	Gonzalez Utilities	81	Molino Utilities	81	People's Water System	65	Walnut Hill Water Works	83
Purveyor	Gallons per Capita per day																				
Bratt-Davisville Water System	96																				
Central Water Works	94																				
Cottage Hill Water Works	122																				
ECUA	100																				
Farm Hill Utilities	76																				
Gonzalez Utilities	81																				
Molino Utilities	81																				
People's Water System	65																				
Walnut Hill Water Works	83																				
Recreation and Open Space	<p>Recreation Service Districts (RSD)</p> <p>Barrier Island RSD – 1 Acre/1,000 people</p> <p>Urban RSD – 1 Acre/1,000 people</p> <p>Suburban RSD – 2 Acres/1,000 people</p> <p>Rural RSD – 2 Acres/1,000 people</p>																				

Source: Escambia County Comprehensive Plan



**2.1 ROADS**

The Office of Transportation & Traffic Operations analyzed both county roadway segments (arterial and collector) and state roadway segments (interstate, arterials, and collectors). The following roadways or intersection improvements were completed in 2010:

- Traffic signal & a westbound right turn lane installed on Olive Rd at Cody Ln
- Traffic signal coordination on Pensacola Blvd
- Southbound lane & signal added on Pine Forest Rd at CR 297A
- Traffic signal installed on Sorrento Rd at Old Gulf Beach Hwy
- Traffic signal installed on Nine Mile Rd at US 29
- Corridor Management Plans have been completed for Olive Rd & Gulf Beach Hwy

**2.1.1 County Roads**

The following county roadway segments in Table 2B are reported to be nearing their service volume (75% or greater of roadway capacity used). Traffic on these segments may exceed their service volume at the adopted level of service standard during PM peak hours (between 4 and 6 p.m.) within the near future.

**Table 2B: County Roadway (CR) Segments Nearing Service Volume**

Road Number	Road Name	Road Segment(s)
CR 95A	Palafox Highway	Pensacola Blvd to Nine Mile Rd
CR 297	Pine Forest Road	Nine Mile Rd to West Roberts Rd

Source: Escambia County Office of Transportation & Traffic Operations

The County has placed the above roadway segments in its needs plan priority list of the County Transportation Plan for funding consideration as follows:

- Corridor Study recommendations for CR 95A (Palafox Hwy) will be scheduled in the next CIP.
- Southbound through lane from CR 297A to Nine Mile Rd was under construction in FY 2010. Signal timing analysis and updates at CR 297A are included.

**2.2.1 State Roads**

Based upon the Traffic Volume and Level of Service Report, the following state roadway segments in Table 2C are reported to be nearing their service volume (75% or greater of roadway capacity used). Traffic on these segments may exceed the service volume during the PM peak hour (between 4 and 6 p.m.) within the next five years. All of the state roadway segments listed have been identified in the Florida - Alabama Transportation Planning Organization (FL-AL TPO) Cost Feasible Plan. Also, the Regional TPO and the Highway 98



Authority programs have many identified roadways, facilities, or segments for short term and long-term improvements.

**Table 2C: State Roadway Segments Nearing Service Volume**

Road Number	Road Name	Road Segment(s)
SR 10	US 90A / Nine Mile Rd	• Pine Forest to US 29
SR 10A	US 90 / Mobile Highway	• Pine Forest Rd to Edison Dr
	Scenic Highway	• DeSoto St to I-10 • I-10 to Davis Hwy
SR 8	I-10	• Nine Mile Rd to Pensacola Blvd
SR 95	US 29	• 'W' Street to I-10
SR 173	Blue Angel Parkway	• US 98 to Saufley Field Rd • Saufley Field Rd to Pine Forest Rd • North of Sorrento Rd (end of 4 lane) to US 98
SR 289	9th Avenue	• Langley Ave to Creighton Rd
SR 290	Olive Road	• Palafox Hwy to Davis Hwy • Davis Hwy to 9th Ave
SR 291	Davis Highway	• Burgess Rd to University Pkwy
SR 292	Perdido Key Drive	• River Rd to Innerarity Point Rd
	Gulf Beach Highway	• Fairfield Dr to Navy Blvd
SR 295	Fairfield Drive	• New Warrington Rd to Pace Blvd • Lillian Hwy to Mobile Hwy
SR 296	Brent Lane	• Pensacola Blvd to Rawson Lane • Rawson Lane to Davis Hwy
SR 297	Pine Forest Road	• I-10 to Nine Mile Rd

Source: Escambia County Office of Transportation & Traffic Operations

## 2.2 MASS TRANSIT

Escambia County’s mass transit system, Escambia County Area Transit (ECAT), operates a fleet of 46 revenue vehicles consisting of 39 transit buses and 7 replica trolley buses. With a population of approximately 313,000 residents, the Pensacola urbanized area is serviced with 16 bus routes. An additional bus route is seasonal and operates May through Labor Day on Fridays, Saturdays, and Sundays. ECAT has over 1,000 bus stops, covers 311 miles of routes daily, and has over one million annual passenger trips.

The mass transit level of service specifies that the wait time shall not be greater than 60 minutes. Currently, 60-minute wait time is provided on 13 routes. Along the Davis Highway corridor, Route 45 offers 30-minute service. Commuter Route 60 to Century has 3 daily trips and Commuter Route 61 to Pensacola Beach has 2 daily trips. The seasonal Route 62 offers 60-minute wait time. Daily routes begin service between 5:00 a.m. and 6:00 a.m. and daily service ends by 8:00 p.m. Saturday service is provided over most routes on a reduced level.

- Base Fare \$1.75



- Students and/or children with a height equal to or shorter than the top of the fare box ride free.
- Elementary and Middle School students taller than the top of the fare box will pay \$1.25.
- High school and college students must present their ECAT Student ID Card or a high school or college ID to receive \$1.25 fare. If a high school or college student cannot present an ECAT Student ID Card or a high school or college ID, they will pay full fare of \$1.75.
- Senior and disabled citizens are eligible for a reduced fare of 85¢ with valid ECAT Reduced Fare ID card.
- Medicare Cards are accepted as the basis for fare reductions and accepted as the basis for purchasing reduced tickets or passes. However, all Medicare cardholders are encouraged to utilize the ECAT Reduced Fare ID card.

Using 4 replica trolley buses, ECAT operates on and off campus service at the University of West Florida (UWF). The off campus portion of this service connects to the ECAT fixed route system. Riders do not pay a fare and annual ridership is over 67,000.

Seasonal trolley service is provided on Pensacola Beach using 3 replica trolley buses. The trolleys operate Friday through Sunday from mid-May through Labor Day. This service is free to riders and annual ridership is approximately 26,000.

ECAT administers the Americans with Disabilities Act (ADA) required Complementary Paratransit Service. The service is provided through a Transportation Services Agreement between Escambia County and Pensacola Bay Transportation, Inc., the designated Community Transportation Coordinator (CTC). Door-to-door service is provided for approximately 50,000 passenger trips annually and the fare is \$3.50 per trip.

### **2.3 SANITARY SEWER**

The Emerald Coast Utilities Authority (ECUA) owns and operates four (4) wastewater treatment plants/water reclamation facilities within its service area, as of the end of the 2010 calendar year. These facilities, which are shown on the enclosed "Figure 1: EXISTING TREATMENT PLANTS", serve customers within the City of Pensacola and unincorporated Escambia County, including Pensacola Beach and Perdido Key. A single plant serves Pensacola Beach, while an integrated collection system ties the service areas for the Main Street Wastewater Treatment Plant (MSWWTP), the Bayou Marcus Water Reclamation Facility, and the new Central Water Reclamation Facility (CWRF) together on the mainland, along with Perdido Key. Prior to the close of the calendar year, the ECUA had initiated the start-up of the new CWRF, while maintaining the operation of the MSWWTP. The ECUA completed construction of the CWRF in the second half of 2010, and is in the process of transitioning flows from the MSWWTP to the CWRF, a process that is expected to continue through the early months of 2011. Upon completion of the transfer of flows to the CWRF, the ECUA will take the MSWWTP out of service. A general summary of each plant, including permitted capacity and current flows, is contained in Table I. The total customer counts for the wastewater system as of December 2010 were: Residential – 60,088; Commercial – 5,811.

A detailed summary of the capital improvements in progress or planned for those facilities and the other wastewater system components is included in the ECUA Capital Improvements Program (CIP) - Fiscal Years 2011 - 2015, which the ECUA Board has formally approved and adopted. A copy of the CIP Plan will be provided under separate cover. Any proposed facility improvement or expansion detailed in the CIP will be financed solely by the ECUA through user





fees, impact fees, bond issues, developer contributions, or state and federal grants or appropriations. The major improvements that were underway and/or completed this past year include: completion of the construction and start-up of the Central Water Reclamation Facility (CWRF), which will allow the eventual shut-down and abandonment of the Main Street WWTP; completion of major modifications to the wastewater collection system in conjunction with the construction of the CWRF, including three regional lift stations and approximately twenty-five miles of transmission mains; modifications to the Pensacola Beach wastewater treatment facility to allow reuse of the reclaimed water through an agreement with the Santa Rosa Island Authority; initiation of work for the expansion of the wetland application system at the Bayou Marcus WRF; and continuing work to expand and rehabilitate the wastewater collection system, with a focus on reduction and elimination of Inflow and Infiltration (I&I).

**Table 2D: ECUA Wastewater Treatment Facilities**

Facility	Permitted Capacity (GPD)	12 Month Average Daily Flow (GPD)	Excess Capacity (GPD)
Bayou Marcus	8,200,000	6,210,000	1,990,000
Main Street	20,000,000	15,915,000	4,085,000
Pensacola Beach	2,400,000	862,000	1,538,000

Source: Emerald Coast Utilities Authority, Monthly Operating Reports, 2010  
 Tim Haag, Director, Communications & Intergovernmental Relations

**2.4 SOLID WASTE**

The Escambia County Board of County Commissioners is responsible for providing adequate solid waste disposal capacity, at reasonable rates, for citizens and businesses and ultimately for the management and disposal of all solid waste generated in Escambia County. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day. The County meets that obligation by setting disposal fees and allocating funds from solid waste revenues for future landfill operations and cell construction based on the anticipated population growth for the county, presently expected to be approximately 1% per year.

The Escambia County Division of Solid Waste Management (DSWM) is an Enterprise Fund and operates an Integrated Solid Waste Management System. That system incorporates operation of the Escambia County Palafox Transfer Station, the Perdido Landfill for the disposal of municipal solid waste, recycling and education outreach programs, and the management of special and Household Hazardous Waste including Conditionally Exempt Small Quantity Generator (CESQG) waste. The DSWM also provides funding for Environmental Code Enforcement, roadside litter collection and illegal dump cleanups, neighborhood cleanups and the development and beneficial reuse of closed landfills.

Currently, the average compaction density for our waste stream averages at least 1,200 pounds per cubic yard. This compaction rate may change in the future as the methodology and compositions vary. The DSWM is currently operating in Section Four and operations are expected to continue though out 2012. In conjunction with Section Four operations, the DSWM



is engaged in the Section Five landfill expansion consisting of excavating, processing and removal of solid waste from 45 acres of unlined cells. The primary purpose of landfill mining is to recover soil and compost for reuse on site, remove a possible source of groundwater contamination and provide additional solid waste disposal capacity within the existing landfill footprint. Current recovery of reusable soil and compost is approximately 70% of the mined waste. Landfill Mining, Phase I, will continue through the spring/summer of 2011 with construction of the Section Five Expansion Cell 1A and 1B following in Fiscal Years 2012 and 2014 respectively.

Funding for closure costs at Perdido and four closed county landfills are accrued and escrowed each year as required by Chapter 62-701, F.A.C. The total acreage for the Perdido Landfill facility is 424 acres, which includes permitted disposal areas, service areas, materials recycling and yard waste recycling. The current build-out is 74 acres. Based on population growth projections and estimated annual tonnages of Class I Municipal Solid Waste received totaling 296,000 tons, the estimated remaining life of the landfill is 70 years. All capital projects underway and into the near future are fully funded.

The City of Pensacola Sanitation Services and the Escambia County Division of Solid Waste Management's Recycling Operations have partnered to provide a curbside recycling program for all sanitation customers in the City of Pensacola.

Summer 2008, ECUA announced a voluntary curbside recycling program for all ECUA residential sanitation customers to begin in FY 2008-2009. Drop-off recycling continues to be offered countywide for multi-family dwellings and commercial entities not covered by curbside recycling programs.

## **2.5 DRAINAGE**

The level of service associated with drainage is standardized as either acceptable or not acceptable for new development. Acceptable standard is to meet or exceed the performance measures as specified in Comprehensive Plan (Policy 10.C.2.2). Any development can meet or exceed the performance measures with properly engineered on-site retention. Concurrency can be met without the reliance upon off-site provisions not under the control of the developer.

As shown in the Capital Improvements Program, the County is using Local Option Sales Tax revenue to construct or expand "regional" storm water retention ponds in conformance with the 1994 Master Drainage Plan. Relative to work being performed by the County, as a Drainage Capital Improvement (retrofits to older existing systems), there is no level of service minimum. The County has prioritized concerns related to drainage and is in the process of correcting as many of the concerns as possible with the current level of funding. The design standards are the same as those for the developer, when practical.

## **2.6 POTABLE WATER**

The ECUA is the primary provider of potable water service for southern Escambia County, including Pensacola Beach. The remainder of the County is served by eight smaller water supply franchises. The Florida Department of Environmental Protection receives a Monthly Operating Report (MOR) from each utility. TABLE 2E lists the water supply utilities and their capacities in gallons per capita per day.



The ECUA owns and operates a potable water production and distribution system which includes thirty-two (32) water wells, seven (7) elevated storage tanks and five (5) ground storage tanks. These facilities serve customers within the City of Pensacola and unincorporated Escambia County, and on Pensacola Beach. A general summary of these system components is contained in Tables II and III of this report. Because the production wells pump into an inter-connected, grid distribution system and not to a specific and definable service area, the current demand on each individual well is not relevant to an analysis of the overall system. The total system production capacity and demand are included on Table II. The total customer counts for the water system as of December 2010 were: Residential – 85,497; Commercial – 9,120.

**Table 2E: Water Supply Facilities Capacities in Gallons per Day (GPD)**

A detailed summary of the capital improvements for the water production and distribution

Facility	Design Capacity	Average Daily Flow	Excess Capacity	Gallons Per Capita Per Day	
				Adopted LOS	Current LOS*
Bratt/ Davisville	1,656,000	163, 774	1,492, 226	96	83
Central Water Works	2,304,000	379,232	1,924,768	94	86
Cottage Hill	2,206,000	390,000	1,816,000	122	102
ECUA	86,180,000	34,250,000	51,930,000	100	163
Farm Hill	2,980,000	680,000	2,300,000	76	171
Gonzalez	1,944,000	594,937	1,349,063	81	145
Molino	3,326,400	725,000	2,601,400	81	138
People's Water Service	4,860,000	2,447,000	2,413,000	65	118
Walnut Hill	1,204,000	250,000	954,000	83	152

Source: Individual water provider's data as of January 2011

\*Current Level of Service (LOS) is calculated by dividing the Average Daily Flow by the number of residential connections and average residential household size of (2.45/d.u.).

facilities is included in the ECUA Capital Improvements Program (CIP) - Fiscal Years 2006 - 2010, which the ECUA Board has formally approved and adopted. A copy of the CIP Plan will be provided under separate cover. Any proposed facility improvement or expansion detailed in the CIP will be financed solely by the ECUA through user fees, impact fees, bond issues and developer contributions. The major improvements projected through the CIP planning period include new water supply wells in our service area, distribution system improvements and the continued maintenance program for our many water storage tanks. The major improvements that were underway and/or completed this past year include sitting and development of a network of monitoring wells in the vicinity of the Pensacola Regional Airport as a requirement of our Consumptive Use Permit; replacement of the Sweeney well; and a variety of maintenance and improvement projects for the water production and distribution system.



**2.7 RECREATION AND OPEN SPACE**

Escambia County maintains or leases 146 parks, recreation sites and recreation facilities. Level of service standards for recreation and open space facilities are classified into four Recreation Service Districts (RSD): Barrier Island, Urban, Suburban, and Rural.

Table 2F represents the County's park acreage needs by RSD for FY 2009/2010. Each RSD is exceeding the adopted level of service standards for Recreation and Open Space. The Park and Recreation Divisions maintain an inventory of all county parks and recreation areas in Escambia County, a copy of the current matrix can be found in Appendix Table A-2 as well as the County's website.

**Table 2F: Park Acreage Needs for FY 2009/2010**

Recreation Service District (RSD))	Estimated Population FY 09/10*	Level of Service	Acres Required as per Estimated Population	Current Acres Within Each RSD**
Barrier Island	6,171	1 ac/ 1,000 population	6	923.98
Urban	157,364	1 ac/ 1,000 population	157	737.55
Suburban	126,508	2 ac/ 1,000 population	253	796.03
Rural	18,514	2 ac/ 1,000 population	37	339.00

Source:\* Estimated population calculated from assumed RSD percentages of the overall population estimate (308,557 - University of Florida Bureau of Economic Development and Business Research). Percentages for each RSD assumed (2005 data) using 1999 Parks and Recreation Comprehensive Master Plan ("Population by Recreation Service District 2000 through 2020", page 51). The assumed percentages are BI=2%, U=51%, S=41%, and R=6%.

\*\*Parks and Recreation Facilities Matrix (Appendix A-2).





### 3.0 POPULATION ESTIMATES AND PROJECTION

The University of Florida Bureau of Economic Development and Business Research (BEBR) estimated the total population for Escambia County as of April 2010 at 311,184.

**Table 3A: Estimates of Escambia County Population**

County and City	April 1, 2009	April 1, 2000 (Census)	Total Change	Inmates April 1, 2000	Estimate less inmates April 1, 2009
Escambia	311,184	294,410	16,774	2,627	308,557
Century	1,583	1,714	- 131	0	1,583
Pensacola	54,339	56,255	- 1,916	72	54,267
Unincorporated	255,262	236,441	18,821	2,555	252,707

Source: University of Florida Bureau of Economic and Business Research 04/01/2010

**Table 3B: Components of Population Change for Escambia County 2000-2009**

Total Change 2000-2009	Births	Deaths	Components of Change		Percentage of Change Due to	
			Natural Increase	Net Migration	Natural Increase	Net Migration
8,933	38,014	26,784	11,230	-539	25.71%	- 6.03%

Cumulative Estimates of the Components of Resident Population Change for Counties of Florida: April 1, 2000 to July 1, 2009  
 Source: U.S. Census Bureau, Population Division. Release date March 2010

**Table 3C: Escambia County Population Percentage Change from 1990-2009**

Percentage Change				
1990	2000	2009	1990 to 2000	2000 to 2008
262,798	294,410	311,184	1.07% increase/yr	0.53% increase/yr

Source: University of Florida Bureau of Economic and Business Research

**Table 3D: Escambia County Population Projections 2010 to 2030\***

2010	2015	2020	2025	2030
311,184	320,801	330,704	340,399	349,703

Source: Florida Housing Data Clearinghouse. \*These population projections will be the assumptions upon which future planning for capital improvements and growth in Escambia County will be based.



### 4.0 COMPREHENSIVE PLAN MONITORING AND EVALUATION

The monitoring and evaluation chapter requires an annual report on the status of a number of Comprehensive Plan implementation items, which are cited in Section 14.06. This chapter calls for the Comprehensive Plan Implementation Committee to review each of the following policies. Comprehensive Plan policies cited within this report are identified by italics.

### 4.1 FUTURE LAND USE ELEMENT

#### ***Policy 7.A.4.9: Dwelling Units by Category***

*The following dwelling unit allocations represent the number of dwelling units which can be allowed by the county (including any density bonus or site specific density increase resulting from a special exception or other devices within this plan) unless this comprehensive plan has been amended to revise or remove these allocations (maximum number of dwelling units allowed within each category or subcategory):*

<b>Category</b>	<b>Max. D.U.</b>
AG	3,200
RR	1,231
LDR	12,853
MU-3	8,885
MU-4	7,150
MU-5	4,128
Activity Areas (nodes)	3,534

*The above dwelling unit allocations were based on previously established area wide densities multiplied by the respective FLU areas. These dwelling unit caps will be removed as a part of subsequent comprehensive plan amendments following completion of land use studies as recommended in the 1998 Comprehensive Plan Evaluation and Appraisal Report which will (a) examine existing land use, future land use, and zoning for the county; (b) determine the zoning and future land use most appropriate for each area; and (c) adopt changes to the future land use and zoning to ensure full compatibility. Such land use studies will consider:*

- (1) Connection to central water and sewer service;*
- (2) Avoidance of environmentally sensitive, hazard-prone, and significant agricultural areas;*
- (3) Community design standards that discourage urban sprawl; and*
- (4) Avoiding concentrations of development that would impair the continuance of rural land uses in agricultural and rural areas.*

*In order to monitor the respective dwelling unit allocations, the committee appointed pursuant to Policy 14.A.3.6 shall review development activities using regularly updated information provided by the growth management department and include within the annual reports produced pursuant to section 14.06, its analysis of the success of the county in achieving the restrictions on urban sprawl and the provision of protection for agricultural and silvicultural activities. The report will address the amount of land remaining in agricultural, open space or recreational uses and the success of the county in achieving the intent of Policy 7.A.4.7, among others. Recommendations for change in approach to accomplishing the intent of this plan shall be accomplished by amendment to this plan.*

Table 4A shows the number of dwelling units approved in each future land use (FLU) category.



**Table 4A: DRC Approved Dwelling Units by Future Land Use Categories**

Future Land Use Category	Dwelling Unit Capacity by Category	Cumulative Total of Approved Dwelling Units As of 10/01/09	Approved Dwelling Units 10/01/09 – 9/30/10	Remaining Dwelling Units
AG	3,200	2,457	1	742
Nodes*	3,534	4,836	5	(1,307)
RR	1,231	648	1	582
LDR	12,853	9,174	66	3,613
MU-3	8,885	2,734	0	6,151
MU-4	7,150	6,678	0	472
MU-5	4,128	4,128	0	0

Source: DRC Excel database; Encompass Inquiry; Future Land Use Dwelling Unit Summary

\*Nodes: Language for all Escambia County Activity Areas

**Policy 7.A.4.10: Subdivision Limitations**

The total number of new lots created by subdivisions shall be limited as follows:

- A. In the agricultural and rural areas of the county, including all activity nodes, the cap shall not exceed 150 percent of the average annual number of single-family residential dwelling units built in the rural and agricultural areas based on the previous ten years of development activity within such areas. Upon adoption of this plan, the growth management services department shall produce a report, which indicates the average annual number of dwelling units built in the subject areas for the preceding ten years. The report will be updated on annual basis by the department. The report will be used to determine the number of new lots, which can be created during each 12-month period following the adoption of this plan. The tables below represent the previous ten years and a new ten year calculation of data.

**Table 4B: AG and Rural Area Residential Building Permits and Certificate of Occupancy**

Future Land Use Category	Building Permits (10/01/98 – 09/30/08)	C.O's. Permitted (10/01/98 – 09/30/08)	Building Permits (10/01/08 – 09/30/09)	C.O's. Permitted (10/01/08 – 09/30/09)	Building Permits (10/01/09 – 09/30/10)	C.O's. Permitted (10/01/09 – 09/30/10)
AG	576	339	31	40	36	26
Nodes	343	183	27	42	49	36
LDR	2,566	2,258	105	128	111	94
RR	143	90	4	6	8	7
MU-6	2,240	1,921	72	81	117	109
<b>Total</b>	<b>5,868</b>	<b>4,791</b>	<b>239</b>	<b>297</b>	<b>321</b>	<b>272</b>

Source: Accela Permitting System

- B. In the LDR category the threshold for creation of new lots by subdivision is hereby established as 150 percent of the incremental increase in dwelling unit structures allowed by this plan within the planning period.



**Table 4C: Remaining Subdivision Lot Capacity in Suburban Areas**

Future Land Use Category	Comp Plan Limit	Approved D.U. (FY08/09)	Approved D.U. (FY09/10)	Yearly Limit
LDR	12,853	1,128	66	964

**Policy 7.A.4.11: Annual AG Permit Limit**

*Within the agricultural category, an annual building permit threshold of no more than 400 building permits for construction of new residential dwelling units during any calendar year is hereby established. If the building permit threshold is exceeded, the county shall, within one year, submit a plan amendment to re-address the rural land use policies within this plan. Among other things, the plan amendment will consider the need for additional rural land use planning techniques or change in land use categories utilized on the future land use maps and the policies herein. A rate of growth in excess of 70 percent of the building permit threshold over a two-year period shall also operate to cause plan amendments to be submitted by the county government.*

The Comprehensive Plan allows a maximum of 400 building permits per year in the Agriculture (AG) future land use category. Only 36 residential permits were issued between 10/01/09 and 09/30/10. There were no FLU changes within the AG category for FY 2009/2010.

**Policy 7.A.4.12: Annual DCA Report on AG Lots**

*Each year the county shall submit a report to the Florida Department of Community Affairs, which report will inventory new subdivisions within the AG category and the number of lots approved within the category. The report shall be submitted consistent with the reports promulgated pursuant to section 14.06 of this plan.*

The Development Services Bureau has reported to the Florida Department of Community Affairs (DCA) that one subdivision totaling one(1) dwelling units was approved in the AG FLU category from 10/01/09 to 09/30/10.

**4.2 TRANSPORTATION ELEMENT**

**Policy 8.A.2.3: Comprehensive Plan Implementation Committee Annual Review**

*The committee appointed pursuant to Policy 14.A.3.6 shall include within its annual review, an analysis of the traffic volumes and systems and system demands in order to further monitor and identify impacts of new growth on the transportation and traffic circulation system of the county. The committee shall include within its reports, produced pursuant to section 14.06 of this ordinance, its analysis of said impacts.*

The Office of Transportation & Traffic Operations has placed the entire county roadway segments identified in this report (except Via De Luna Dr. /J. Earle Bowden Way that is handled by the Santa Rosa Island) on its Transportation Plan list for funding consideration. In addition, most all of the state roadway segments listed in this report have been identified in the TPO's 2035 Long Range Transportation Plan (December 2010) as needing improvements.





### **Policy 8.B.4.1: Annual Operation Review**

*Annually review the operation (e.g., bus routes, maintenance procedures, etc.) of the normal mass transit system and the para-transit system to identify and correct deficiencies of those operations.*

Based on the Ten (10)-Year Transit Development Plan's (TDP) goals and initiatives, Escambia County Area Transit (ECAT) continues to analyze and forecast mass transit service and operational needs of 2008-2017. The 10-year agenda includes: expand and enhance services; expand market share; communicate mass transit role; foster relations with para-transit services; improve operations toward customer service; and coordinate transit into land use planning and development process.

In August 2004, ECAT implemented a new program encouraging Americans with Disabilities Act (ADA) para-transit passengers to use the fixed route system. The program is simple: the ADA passengers show their ADA Eligible ID Card to the fixed route bus operator and the passengers, along with their companion, ride fixed route free. Due to budget constraints and in effort to maintain all existing routes, ECAT increased fixed route and ADA Paratransit fares November 2004 and January 2008.

In FY08/09, ECAT installed ZONAR, Electronic Vehicle Inspection Report (EVIR®) — a simple tag and inspect system that ensures pre- and post-trip inspection compliance, eliminates paperwork, and speeds vehicle repair V2J™ High-Definition GPS/JBus System — a first of its kind GPS system that captures data in four dimensions — latitude, longitude, time and odometer — as well as provide real-time transmission of vehicle subsystem data, driver performance data and spatially encoded event information — all together — so fleet operators have a new way of improving operational efficiencies. This system was funded through an FTA grant.

At the beginning of September 2010, ECAT put into service Ten (10) 2010 Low-Floor, Low-Sulfur Diesel Gillig Buses. The funding for these buses was made possible through the American Reinvestment and Recovery Act passed on through the Federal Transit Administrations 5307 Grant Programs. These new buses replaced an aging fleet of 1992 and 1996 buses.

### **Policy 8.B.4.2: Annual Facilities Review**

*Provide for annual review and maintenance of all mass transit and para-transit facilities, with the exception of the bus fleet, to ensure that buildings and other related facilities are in proper working order and are supporting the continued efficiency of the operations.*

Escambia County Area Transit (ECAT) continued to provide maintenance services for Mass Transit vehicles and various County-owned, non-transit vehicles. ECAT provided basic fleet management services for Emergency Management Services (EMS) ambulances and support vehicles, County Firefighting and support vehicles, and other miscellaneous County administrative vehicles.

In 2005, ECAT started repairs from Hurricane Ivan. The repairs not only included wall and roof repairs to ECAT's satellite shop and seven bay doors to the main shop, but also included the installation of a digital video surveillance system covering the entire ECAT facility located at 1515 West Fairfield Drive including the parking lots. Parking lot resurfacing and HVAC upgrades for the passenger waiting area are scheduled for FY 2010/11



### **Policy 8.E.2.7: Monitoring and Reporting on Effectiveness of Compatibility Criteria**

Pursuant to F.S. § 163.3191(n), and beginning in Fiscal Year 2004/2005, the county shall conduct an annual assessment of the effectiveness of the criteria adopted pursuant to F.S. § 163.3177(6)(a) in achieving compatibility with military installations in areas designated as Airfield Influence Planning Districts. This assessment shall be based on a compilation of data for the calendar year and shall compare the current years' development with the previous years' development relevant to the following in each AIPD:

1. Single-family residential building permits in each AIPD area based on the number of permits issued, and broken down by APZ and AIPD area.
2. Number of residential units (high density) approved and permitted.
3. Extension of sewer and water lines in the AIPD Overlay areas as reported by ECUA (or relevant potable water distributors).
4. Number of units approved in preliminary and final subdivision plats.
5. Number of site plans for commercial projects approved.
6. Number of communication towers approved.
7. Number of variances and/or conditional use requests and approvals.
8. Number of rezoning requests/approvals.
9. Number of Future Land Use amendments.

The intent is to measure the increase or decrease in residential development activity within the Airfield Influence Planning Districts to determine the effectiveness of the measures adopted to control residential density and encourage commercial development, as recommended by the Joint Land Use Study. The county shall review the collected data to ensure compliance with the intent of the Joint Land Use Study recommendations. In addition, analysis of the collected data over a period of time will assist in determining what future changes may be required to enhance or improve the county's efforts to control encroachment on the military installations.

The County's annual assessment of the effectiveness of the criteria adopted pursuant to 163.3177(6)(a), F.S. (2007) in achieving compatibility with military installations in areas designated as AIPD was conducted in FY 2009/2010. A compilation of AIPD data for the calendar year of 2010 is located in the appendix (Table A-4).

## **4.3 HOUSING ELEMENT**

### **Policy 9.A.1.2: Annual Review of Permitting Process**

Annually, the county will review its regulatory and permitting process and evaluate changes necessary to improve the public and private sector housing delivery process. Such review and evaluation shall be conducted within the time frame identified in section 14.06 of this ordinance. The review shall be conducted by the comprehensive plan implementation committee (Policy 14.A.3.6). During each annual review, opportunities for involvement of the county with private sector providers shall be analyzed. In addition, the review is designed to improve coordination between participants involved in housing production (reference Policy 9.A.3.2).

The County continues to review its regulatory and permitting process and has implemented changes that will improve the public and private sector housing delivery process.



### **Policy 9.A.1.4: Affordable Housing Programs**

*Continue to participate in the following programs or any replacement or supplemental programs which may be developed by state or federal agencies:*

1. *U.S. Housing and Urban Development, Section 8, existing housing program, for rent supplements to qualified low-income families;*

Escambia County and the City of Pensacola consolidated the two separate Section 8 Rental Assistance programs in 1991, and the City of Pensacola Housing Office administers the Section 8 program covering the entire County. Currently over 2200 families continue to actively participate in the Section 8 Rental Assistance Voucher Program in Escambia County and the City of Pensacola. Additionally, the City Housing Office also has received Veteran Affairs Supportive Housing (VASH) vouchers to assist approximately 100 veterans with rental assistance.

2. *The Community Development Block Grant (CDBG) Program;*

Escambia County has actively participated in the CDBG Program since becoming an entitlement jurisdiction in 1988. An Annual Plan has been and continues to be prepared and mutually approved by members of the Escambia Consortium (Escambia County, City of Pensacola, Santa Rosa County and the City of Milton) detailing the plans for the respective jurisdictions with regard to allocation of CDBG funds. The funding for this program has decreased significantly over the past 5-6 years, and this trend is continuing.

3. *The Consolidated Plan pursuant to the Cranston-Gonzalez National Affordable Housing Act;*

The Escambia Consortium (Escambia County, City of Pensacola, Santa Rosa County and the City of Milton) jointly prepares and the governing bodies of each body mutually approve a new Consolidated Plan every five years. The current 2005-2009 Escambia Consortium Consolidated Plan was approved by the member jurisdictions and HUD in 2005, and will remain in force until September 30, 2009. A new five year plan covering 2010 -2014 will be prepared in 2011 and submitted to HUD on or about August 15, 2011. The five-year plan is updated annually via the HUD Annual Plan approval process.

4. *The Home Investments Partnership Program (HOME); and*

Escambia County actively participates in the HOME Program and has since 1992. The program supports the County's replacement housing program and the scattered site rental development initiative undertaken with area non-profit organizations. For many years, this has been the only significant source of funds for replacement of severely deteriorated, owner occupied housing units in the County.

5. *The State Housing Initiatives Partnership (SHIP) Program, among others.*

Since 1993, Escambia County and the City of Pensacola jointly participate in the SHIP Program, but funding has not been received since 2009. The program supports a range of local affordable homeownership housing programs, as well as workforce rental development (to a lesser degree). This is the State of Florida's primary affordable housing resource with dedicated funding provided through a surcharge on documentary stamps. As such, the SHIP Program has become the major housing resource, not only for Escambia County, but also for virtually all the local governments throughout the State of Florida.



### **Policy 9.A.1.5: Annual Housing Evaluation**

*Annually, the county will examine its housing needs and implementation activities so as to maintain up-to-date information on the housing delivery process program and the success of prior activities.*

Review of housing delivery goals is accomplished as part of the Consolidated Annual Performance and Evaluation Report (CAPER). Housing needs are identified and prioritized in the Escambia Consortium Five Year Consolidated Plan and Annual Plans provided to HUD, which includes data sets as provided by the University of Florida's Shimberg Center for Housing and/or by U.S. HUD as well as through consultation with housing providers, social and fair housing service providers, and citizen input. Targeted housing surveys are also periodically undertaken in Community Redevelopment Areas.

### **Policy 9.A.1.9: Neighborhood Enterprise Foundation**

*The county will continue to provide assistance, through the Neighborhood Enterprise Foundation Inc., and using resources listed in Policy 9.A.1.4, among others, to provide affordable homeownership opportunities for a minimum of 70 low- and moderate-income home buyers per year.*

This arrangement with Neighborhood Enterprise Foundation, Inc. (NEFI), which began in 1991, continues to date. NEFI manages housing and community development programs as part of the Community & Environment Bureau, Neighborhood Redevelopment Branch, under the authority of the BCC. Given the funding cuts for the State SHIP Program and Federal HUD programs, the actual annual production will directly relate to the level of funding actually provided by the respective agency. Housing programs address both homebuyer assistance programs as well as homeowner rehabilitation.

### **Policy 9.A.2.1: CDBG Assistance**

*Allocate approximately \$600,000 per year in loan and grant assistance for low-income homeowners from the county's CDBG program. Based on historic trends, this allocation should complete approximately 40 homes per year in the unincorporated areas of the county.*

The individual CDBG goal has been met in the past, but cannot be maintained given static CDBG funding and vastly increased costs per unit as noted below. The County is currently exceeding the 35 unit goal, but with the impending loss of SHIP funding from the State of Florida in 2010-11, the goal will have to be decreased in the future. The added cost for lead based paint assessment and abatement continues to drive up the costs for each CDBG assisted housing unit that was constructed prior to 1978 (which is characteristic of most of the units assisted by the County with CDBG funds).

### **Policy 9.A.2.3: Annual Code Enforcement Review**

*The county will continue to enforce the building code, nuisance abatement code, and land development code. In addition, the comprehensive plan implementation committee shall review the county's building, nuisance abatement, planning and zoning codes and code requirements to insure that quality of housing and integrity of neighborhoods is adequately addressed. The committee's review shall be reported to the LPA together with the other reports required pursuant to section 14.06.*

Environmental Enforcement and Animal Control, a division of the Escambia County Corrections Bureau, has continued the enforcement of all the building, nuisance abatement, planning and





zoning and land development codes. The division tracks all reported and suspected violations. The Escambia County Corrections Bureau has reported a total of 7,418 code enforcement cases during FY 2009/2010 as compared to 6,555 cases during FY 2008/2009. Environmental Enforcement and Animal Control has ensured that the quality of Escambia County’s housing and the integrity of the County’s neighborhoods are adequately addressed daily.

A list of all the codes/laws that are enforced by the Corrections Bureau can be found at the following website: <http://www.myescambia.com/Bureaus/Corrections/CodeEnforcement.html>

**4.4 COASTAL MANAGEMENT AND CONSERVATION ELEMENT**

**Policy 11.A.1.1: Environmental Indicator Monitoring**

The county shall monitor these sensitive areas and provide recommendations to the Escambia County Board of County Commissioners. Monitoring data shall include, at least:

- 1) Changes in the total acreage of coastal wetlands and the extent of wetland communities,

**Table 4D: Implementation Report on the Wetland and Tree Ordinances**

<b>Individual Tree Implementation</b>	
Number of Tree Removal Permits	25
Number of Protected Trees Removed	25
Number of Mitigation Trees Required	0
<b>Development Review Projects with Wetlands</b>	
Number of DRC Projects	134
Number of Projects with Wetlands on Site Plan	12
Acres of County with Wetlands Impacted	10
Acres of County Buffers Impacted	2
Acres of FDEP Wetlands Impacted	10
Acres of ACOE Wetlands (ESL Impacted)	9
Acres of Wetlands/ESL Created/Restored	0
Acres of Wetland/ESL Preserved	41

Source: Escambia County Environmental Permitting

- 2) Changes in the volume of the commercial fish catch and the amount of fish and shellfish annually landed,

The preliminary 2009 Commercial Fishery Annual Landings Report for all Florida Counties can be found at the following website link: [http://research.myfwc.com/features/view\\_article.asp?id=19224](http://research.myfwc.com/features/view_article.asp?id=19224)



**Table 4E: Commercial Fishery Annual Report for Escambia County**

Year	Total Number of Finfish (lbs.)	Total Volume of Invertebrates (lbs.)	Total Volume of Food Shrimp (lbs.)	Total Volume of Bait Shrimp (lbs.)	Total Trips	Grand Volume Total (lbs.)
2009*	1,277,703	77,657	95,934	0	2,402	1,451,293
2010**	373,323	35,240	67,454	0	1,047	476,018

Source: Florida Fish and Wildlife Conservation Commission, Marine Fisheries Information System;  
 \* = Final Report; \*\* = Preliminary Report

3) *Changes in acreage of protected land on barrier islands, and*

According to the County’s Environmental Permitting Division, no protected lands on the Barrier Islands were impacted during FY 2009/10.

**Table 4F: Acreage of Protected Land on Barrier**

Owned by	Recreation or Conservation	Number of Parcels	Acreage
County	Recreation	5	3.57
SRIA	Recreation	31	541.12
State	Recreation	5	421.98
Federal	Conservation	18	3,555.40
<b>Total</b>			<b>4,522.07</b>

Source: Escambia County Geographic Information Systems (GIS)

4) *Changes in acreage of land held for conservation and recreation use. Monitoring data and recommendations shall be included in the comprehensive plan implementation committee's annual report.*

According to the County’s Environmental Permitting Division, no protected lands on the Mainland were impacted during FY 2009/10.

**Table 4G: Acreage of Protected Land on Mainland**

Owned by	Recreation or Conservation	Number of Parcels	Acreage
Century	Recreation	2	13.97
County	Recreation	136	1,682.69
	Conservation	35	1,013.46
Federal	Conservation	3	19.66
State	Recreation	4	929.11
	Conservation	102	23,091.54
<b>Total</b>			<b>26,750.43</b>

Source: Escambia County Geographic Information Systems (GIS)

**OBJECTIVE 11.A.2: ESTUARINE/WETLAND PROTECTION**

*Monitor and improve estuarine environmental quality and protect functioning wetlands by implementing Policies 11.A.2.1 through 11.A.2.5, among others, upon adoption of this ordinance*



(reference section 15.01). The county shall determine estuarine environmental quality by monitoring the water quality ratings reported in the department of environmental protection's annual water quality assessment. Water quality ratings shall be monitored for the Escambia River, Pensacola Bay, Perdido Bay, and Perdido River basins and other locations as appropriate. Monitoring data and recommendations shall be annually included in the comprehensive plan implementation committee's annual report.

The Escambia County Water Quality Division has requested the CPIC Annual Report to reference the Department of Environmental Protection's: Integrated Water Quality Assessment for Florida: 2008 305(b) Report and 303(d) List Update: October 2008 due to the large size of the document. The report is submitted to EPA every other year on even years. Therefore the last report submitted was the 2008 report. The 2010 305(b) Report should be available for the next CPIC Annual Report.

The report may be viewed at: [http://www.dep.state.fl.us/water/docs/2008\\_Integrated\\_Report.pdf](http://www.dep.state.fl.us/water/docs/2008_Integrated_Report.pdf)

### **Policy 11.A.4.2: LDC Beach and Shoreline Protection**

The LDC shall contain provisions, which provide protection for beach and shoreline systems. These regulating provisions shall be reviewed annually by the comprehensive plan implementation committee and updated as necessary to address, among other concerns and issues, items contained in the Escambia/Santa Rosa Coast Resource Management Plan (ESRCRMP), including, but not limited to, the following:

- a. "White Sand" regulations;
- b. Shoreline protection zone; and
- c. CCCL-related regulations;
- d. Dune replenishment, enhancement and revegetation programs.
- e. Wetland and environmentally sensitive area regulations.

The regulating provisions have been reviewed for FY 2009/2010 and no updates were necessary. The most recent update, in 2005, established the 1975 Coastal Construction Control Line (CCCL) as Shoreline Protection Zone 1 for construction on the south side of the Barrier Islands, fronting the Gulf of Mexico.

### **Policy 11.A.4.5: LDC Floodplain Protection**

The county shall protect floodplains by, at a minimum, implementing the following provisions:

1. Uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities will be restricted or prohibited.
2. Uses vulnerable to floods, including facilities, which serve such uses, must be protected against flood damage at the time of initial construction.
3. The alteration of natural floodplains, stream channels and natural protective barriers, which are involved in the accommodation of floodwaters, will be controlled.
4. Filling, grading, dredging and other development, which may increase erosion or flood damage, will be controlled.



5. *The construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands will be prevented or regulated.*

*The Escambia County Land Development Code addresses the standard guidelines used to maintain and protect the floodplains.*

*A review of the County's floodplain protection provisions shall be included in the comprehensive plan implementation committee annual report and updated as necessary.*

#### **Policy 11.A.5.4: Coastal High Hazard Area Infrastructure Inventory**

*The county shall maintain an inventory of infrastructure located within the coastal high hazard areas. The 1995 report on coastal infrastructure shall be updated annually. The comprehensive plan implementation committee shall produce a report for consideration by the board of county commissioners wherein opportunities to relocate or replace such infrastructure is presented.*

The County has neither built any new vital public or semi-public facilities nor removed any facilities in the coastal high hazard areas (CHHA) during FY 2009/2010.

#### **Policy 11.A.7.7: Annual Report on Evacuation Times**

*The committee appointed pursuant to Policy 14.A.3.6 shall include within the reports required by section 14.06 an analysis of proposed and new development's impact on hurricane evacuation times. The BCC, upon receipt of a report from the local planning agency (LPA), will address any deficiencies identified in the report and take corrective measures as necessary. The report and recommendations will consider the actual development which has occurred during the evaluation period (preceding 12 months) as well as the projected development anticipated to be approved during the succeeding evaluation period. The needed corrective actions by the BCC will be designed to maintain or reduce the clearance times established in Objective 11.A.7.*

Per the Comprehensive Plan, Escambia County must maintain a roadway clearance time for hurricane evacuation of 24-hours for a Category 2-3 storm event.

A new Hurricane Evaluation Time to Shelter policy has been proposed as part of the CPA2007-02 Perdido Key Amendment.

On October 5, 2010, the West Florida Regional Planning Council provided the completed and final *West Florida Region, Statewide Regional Evacuation Study* to Escambia County. This study replaces the previous 1999 Northwest Florida Hurricane Evacuation Study; the two subsequent transportation section updates initiated by Escambia County, and will become the guiding document as it relates to evacuation times for Escambia County.

Due to the timing of the release of the final *Study* and the current effort to receive final approval from the Department of Community Affairs for the Comprehensive Plan under review, the Projects & Comprehensive Planning Division staff from the Development Services Bureau will be working with the Division of Emergency Management staff in reviewing the *Study* in detail and identifying Comprehensive Plan and EAR based text amendments that will be consistent with data output and terminology as presented in the new *Study* and will remain compliant with the Department of Community Affairs and the development codes of Escambia County.

#### **Policy 11.A.8.5: Consistency with Comprehensive Emergency Management Plan**

*The Comprehensive Plan Implementation Committee shall make recommendations to the Board of County Commissioners (BCC), as needed, regarding Comprehensive Plan and Ordinance*





amendments to insure consistency with the Comprehensive Emergency Management Plan and applicable existing interagency hazard mitigation reports. The committee shall include recommendations of the Emergency Management Chief in its report.

The Comprehensive Emergency Management Plan (CEMP), last approved by the Florida Division of Emergency Management (FDEM) in December 2006, is currently with the FDEM undergoing the Plan's four year review and approval process. Once approved by FDEM, the CEMP will be brought before the Board for final approval.

**4.5 RECREATION AND OPEN SPACE ELEMENT**

**Policy 12.A.4.5: Annual Review of Public-Private Cooperation**

Review at least annually, the cooperative efforts between the public and private sectors in the provision of recreational opportunities and assure that such efforts are coordinated. The parks and recreation division shall include within its review efforts an analysis of the cooperation and coordination between the public and private sectors in the provision of recreational opportunities. In addition, the department will include within its report the inventory referenced in Policy 12.A.2.3 in even numbered years.

Community organizations and athletic associations continue to provide recreational activities to the public in Escambia County. The updated annual survey of public-private partnerships, which addresses policies 12.A.2.3, 12.A.4.5 and 12.A.4.6, is illustrated below in Table 4I.

**Table 4H: Public-Private Cooperation – Recreation**

Name of Athletic Association	Field Name	Programs Offered
Bellview Baseball Association	Bellview	Tee-ball, Softball, Baseball
Bellview Football Club	Bellview	Football, Cheerleading
Brent Recreation Association	Brent	Football, Cheerleading
Brent Baseball Youth Sports Association	Brent	Softball, Baseball, Tee-ball
Cantonment Baseball Association	Cantonment Athletic Park	Softball, Baseball
Cantonment Football Association	Cantonment Athletic Park	Football, Cheerleading
Ensley Chief Football Association	John R. Jones park	Football, Cheerleading
Molino Recreation Association	Don Sutton	Tee-ball, Softball, Baseball
Myrtle Grove Athletic Association	Myrtle Grove Athletic Park	Tee-ball, Softball, Baseball, Football, Cheerleading
Northwest Escambia Little League	Harvey C. Bradberry	Softball, Baseball; Tee-ball
Quintette Community Association	Quintette	Softball, Miscellaneous activities
Pensacola Futbol Club	Brosnaham	Soccer
Perdido Bay Youth Sports Association	Baars	Tee-ball, Softball, Baseball
West Pensacola Youth Association	Raymond Riddles	Tee-ball, Baseball
Youth Association of Northeast Pensacola	John R. Jones Park	Tee-ball, Softball, Baseball
Wedgewood Rolling Hills Neighborhood Association	Lewis Powell	Miscellaneous activities
Warrington Baptist Church	Mayfair	Softball

Source: Escambia County Parks & Recreation Division



**4.6 INTERGOVERNMENTAL COORDINATION ELEMENT**

***Policy 13.A.1.3: Annual Coordination Review***

*The comprehensive plan implementation committee shall include within its review efforts an analysis of the coordination between plans of affected governments and include a summary of that review in the comprehensive plan implementation annual report.*

The County continued to coordinate with all affected governments and municipalities on all small and large-scale amendments during FY09/10. All entities are given a courtesy copy of the amendment packages upon transmittal to the Department of Community Affairs for final approval.

A list of the affected entities are as follows: Department of Community Affairs, Department of State, Northwest Florida Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation - District Three, Florida Fish and Wildlife Conservation Commission, Capt. Pete Hall - NAS Whiting Field Commanding Officer, Capt. Christopher Plummer - NAS Pensacola Commanding Officer, Florida Department of Agriculture and Consumer Service, and the West Florida Regional Planning Council.

**Table 4I: Comprehensive Plan Amendments for FY 2009/2010**

<b>Project Title</b>	<b>Ordinance #</b>	<b>Effective Date</b>
CPA - 2010 – EAR Based Amendments	2010-16	6/3/2010
CPA - 2010 – CIP	2010-32	11/4/2010

**4.7 CONCURRENCY MANAGEMENT**

***Section 6.01: Concurrency Management***

*Escambia County will adopt a concurrency management system in compliance with F.A.C. 9J-5.0055 within the Escambia County Land Development Code to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. Prior to the issuance of a development permit (order), the system shall ensure that the adopted level of service standards in this ordinance for roadways, mass transit, potable water, sanitary sewer, solid waste, drainage and recreation will be maintained. The Escambia County Growth Management Services Department shall be responsible for ensuring compliance with the concurrency management system and shall report on such compliance to the LPA and county commission on an annual basis concurrent with the reports required by section 14.06 of this ordinance.*

*The growth management services director, or his designee, will be responsible for the four primary tasks described below:*

- 1) Maintaining an inventory of existing public facilities and capacities or deficiencies;*
- 2) Determining concurrency of proposed development which does not require county commission approval;*
- 3) Providing advisory concurrency assessments and recommending conditions of approval to the county commission for those applications for development orders which require county commission approval; and*



- 4) *Reporting the status of all public facilities covered under this system to the county commission and recommending a schedule of improvements for those public facilities found to have existing deficiencies.*

*The county administration will collect and make available to the public information on various facilities. The information shall be updated on an annual basis consistent with the reports required by section 14.06 of this ordinance. The information will contain data such as: design capacity for roadways and roadway types; existing and adopted levels of service for all roadways; improvements to be made to the roadway system in the current year by the county and improvements to be made to the roadway system by the private sector; design capacity of wastewater and potable water facilities and the identification of any deficiencies within such systems; the existing and adopted levels of service standards for water and sewer systems; any programmed improvements to the facilities either by the county or the private sector; the design capacity for solid waste facilities including transfer stations and landfills; existing and proposed level of service standards for stormwater management systems; and existing and proposed provisions of recreation and open space facilities by the county or the private sector. It should be noted that this is not an all inclusive list of guidelines for use in the concurrency management system; rather it is indicative of the types of information to be contained within the LDC and the method and manner of administering the LDC.*

Escambia County adopted a concurrency management system in compliance with F.A.C.9J-5.0055 within the Escambia County Land Development Code and the Comprehensive Plan. The County has in place a development review process to ensure that all levels of service are maintained as per Section 6.01 of the Comprehensive Plan.



**5.0 OTHER COMPREHENSIVE PLAN IMPLEMENTATION ACTIVITIES**

The items listed below are associated to the Comprehensive Plan, but are not required for inclusion in the Annual Report. These items are provided for informational purposes only.

**5.1 COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE ORDINANCES**

Escambia County continued to amend the Comprehensive Plan and Land Development Code as needed. In Table 5A below is a list of amendments to the Escambia County Comprehensive Plan and Land Development Code in FY 2009/2010.

**Table 5A: Comprehensive Plan and Land Development Code Amendments**

Ordinance #	BCC Meeting Date	Effective Date	Brief Description
2009-34	10-01-09	10-08-09	Defining Temporary Structures
2009-35	10-01-09	10-08-09	Planning Board replacing the RHE
2009-38	11-05-09	11-16-09	Rezoning: Z-2009-04
2009-39	11-05-09	11-16-09	Chapter 14-Capital Improvement Element Updating the 5 yr schedule
2009-44	12-10-09	12-18-09	Rezoning: Z-2009-05; Z-2009-07; Z-2009-08
2010-01	02-04-10	02-10-10	Repeal Ord. 2009-33
2010-02	02-04-10	02-10-10	Rezoning: Z-2010-01 & Z-2010-02
2010-03	02-04-10	02-10-10	Replace reference to Director of P&Z; redefine "redevelopment"; waiver establishments
2010-06	03-04-10	03-09-10	Rezoning: Z-2010-03 & Z-2010-04
2010-07	03-18-10	03-19-10	Extend arcade amusement moratorium
2010-08	04-08-10	04-09-10	Rezoning: Z-2010-05
2010-11	05-06-10	05-11-10	Rezoning: Z-2010-06 thru Z-2010-08
2010-12	05-06-10	05-11-10	Adding nursing homes as CU in R-3
2010-16	06-03-10	06-09-10	Repeal and replace Comp Plan 2020 with Comp Plan 2030
2010-22	07-08-10	07-15-10	Rezoning: Z-2010-09
2010-23	07-22-10	07-27-10	Add definition of arcade/bingo; add as CU and permitted to certain zoning districts
2010-25	08-05-10	08-10-10	Rezoning: Z-2010-10

Source: Escambia County Projects & Comprehensive Planning Division

**5.2 SPECIAL PLANNING STUDIES**

**Central Escambia County Area Study (CECAS)**

The original Central Escambia County Area Study was initiated in response to questions and concerns regarding the existing development capacity and the relationship of such capacity with the Comprehensive Plan and the Land Development Code zoning requirements and existing infrastructure. Data analysis and recommendations from Phase I were utilized to develop a methodology during Phase II. Geographic Information Systems (GIS) staff has examined the Existing Land Use (ELU) Layer resulting from PHASE II and developed a method to





update/maintain the layer. PHASE II was deemed complete in March of 2008. Implementation of the recommended ELU and FLU Categories as identified in the CECAS PHASE II has been incorporated as part of the EAR Based Amendments. The EAR Based Amendments were adopted by the BCC in January 2011 and approved by the Florida Department of Community Affairs in February 2011.

### **Optional Sector Plan**

Florida's optional sector planning process provides a way for a local government to look at a large geographic area (at least 5,000 acres) and develop a balanced plan with more predictable outcomes. The process was established as an alternative to the Development of Regional Impact (DRI) process, pursuant to Section 163.3245 of the Florida Statutes. The proposed Sector Plan area in Escambia County was defined as a geographical boundary of nearly 15,000 acres. The Sector Plan area is bordered by the Perdido River on the West, Hwy 196 on the North and Interstate 10 along the South. The area is in a transition from rural to suburban land use.

On October 15, 2007, West Florida Regional Planning Council approved the Optional Sector Plan and forwarded a recommendation to the Department of Community Affairs (DCA). The County executed a formal agreement for authorization with the DCA on April 3, 2008. County staff and Miller, Sellen, Connor & Walsh, Inc (MSCW), the designated contractor, held multiple meetings both with stakeholders and interested parties within the fiscal year. The final concept and identification of a detailed specific area plan (DSAP) boundary was completed. The vision conceptual long-term overlay was incorporated as part of the revised Future Land Use Element in the EAR Based Amendments. The EAR Based Amendments were adopted by the BCC in January 2011 and approved by the Florida Department of Community Affairs in February 2011.

### **Land Development Code Revisions**

The County began a re-write of the Land Development Code (LDC) to make sure the LDC is consistent with the new Comprehensive Plan: 2030. At the May 6, 2010 regular meeting of the Escambia County Board of County Commissioners, the Board established by Resolution (R2010-81) a 15-member Escambia County Land Development Code Citizens Advisory Committee. The committee, composed of County residents representing a range of land use interests, has the duty and responsibility to "review and provide input for those Land Development Code standards, regulations, and provisions it may find obsolete, contradictory, confusing, insufficient, or otherwise contrary to the adopted 2007 Evaluation and Appraisal Report or the goals, objectives, and policies of the Escambia County Comprehensive Plan."

The committee is composed of five individuals selected from the "general citizenry" by the Commissioners, one for each district, and ten individuals selected by eight specific interest groups chosen by the Board. The adopted Advisory Committee membership is shown below.

As of January 2011, the advisory committee has completed most of its initial review of current LDC content. Staff has produced complete initial drafts of two of the six proposed code chapters, and portions of all others. The primary focus of staff efforts at this time is consolidation of the numerous mainland zoning districts to a more easily understood and administered number of districts consistent with the previously revised future land use categories of the Comprehensive Plan. As new content is developed for the revised LDC it will receive further committee review. Upon completion of the LDC draft, it will go forward to various well-publicized public workshops. The revision process will conclude with adoption public hearings before the Planning Board and BCC.



### 5.3 SPECIAL FLOOD HAZARD AREAS

Escambia County continues to participate in the Community Rating System and is currently a Class 7. This class rating earns significant discounts on most of the National Flood Insurance Program (NFIP) policies written in the unincorporated portions of Escambia County.

**Table 5B: Policy Details, as of December 31, 2010**

	Total	SFHA	X-Standard Policy	Preferred Risk Policy**
Policies in Force (PIF)	13,917	7,746	1,215	4,956
Insurance In-Force Whole	\$ 6,338,197	\$ 4,024,230	\$ 744,425	\$ 1,569,542
Written Premium In-Force	\$ 749,333	\$ 710,153	\$ 39,180	N/A

\*\* PRP is for structures currently located outside the SFHA, and they qualify for a premium discount and as such are not eligible for a CRS account.

Source: DHS/FEMA Region IV, Flood Plain Management and Insurance Branch Escambia County Flood Plain Manager

### 5.4 REDEVELOPMENT PLANNING

The Community Redevelopment Agency (CRA), a division of Neighborhoods/ Community Services Bureau, administers plans for five redevelopment areas located within the county (Barrancas, Brownsville, Englewood, Palafox, and Warrington). These areas encompass approximately 7,700 acres, including approximately 34,000 residents and 1,200 businesses. CRA also provides staff support and oversight for the Enterprise Zone and Brownfields Programs. The following projects were completed during FY 09/10:

Barrancas Redevelopment Area:

- Lakewood Cottages Subdivision – A public meeting was held to notify area residents of a proposed sewer expansion project in the Lakewood Cottages subdivision. This project provided funding for sewer connection for several affordable units. Total funds expended through SHIP were \$35,429.
- Lakewood Sidewalks Project – Initial design phase, estimated design, and construction costs are \$150,000. The design phase was completed with a total cost of \$22,000. Funds were provided from the Tax Increment Financing (TIF).

Brownsville Redevelopment Area:

- Streetlights Project - An additional 179 streetlights were installed throughout this area. Total funds expended through the TIF were \$17,317.
- Kirk Street Sidewalk Project - Initial design phase, estimated design, and construction were completed with a total cost of \$65,290. Sidewalk locations are West Jackson to Mobile Highway. Funds were provided from TIF.
- West Blount Sidewalk Projects - Initial design phase, estimated design, and construction costs are \$150,000. The design phase was completed with a total cost of \$20,000 funded through TIF. Sidewalk locations are Pace Boulevard to “T” Street.



### Englewood Redevelopment Area:

- Old Fairfield Sidewalk Project - Initial design contract completed with a total cost of \$10,000. The estimated construction cost is \$200,000. Funds were provided from TIF. Sidewalk locations are Old Fairfield to Avery Street.

### Palafox Redevelopment Area:

- Chimes Way Park Improvements – Design plans were finalized and the project is moving into the construction bidding phase. Total cost for design was \$68,368. Funds were provided from the TIF.
- Aviation Field Park – This project included resurfacing the existing walking track due to broken section in the asphalt. This project was completed with a total cost of \$2,854. Funds were provided from TIF.
- Montpelier Sidewalks Project – Initial design phase, estimated design, and construction costs are \$150,000. The design phase was completed with a total cost of \$20,000. Funds were provided from TIF. Sidewalk locations are Montclair Road to Massachusetts Avenue.
- Rosalyn Way Sidewalks Project - Initial design phase, estimated design, and construction costs are \$125,000. The design phase was completed with a total cost of \$26,732. Funds were provided from TIF.
- Diego Circle Park – This Park project included park amenities and a walking path.

### Warrington Redevelopment Area:

- Edgewater Sidewalks Phase II, Resurfacing and Drainage project has been completed. Total project cost \$439,432. Funds were provided from TIF.
- Edgewater Speed Tables Project – Speed tables have been installed. Total project cost \$19,081. Funds were provided from TIF.
- Winthrop Sidewalk Project - Initial design phase was completed. Estimated construction cost is \$133,333. Total funds expended were \$41,939. Funds were provided from TIF.
- Cairo Sidewalk Project - Initial design phase was completed. Estimated construction cost is \$133,333. Total funds expended were \$41,939. Funds were provided from TIF.
- Old Corry Field Sidewalk Project - Initial design phase was completed. Estimated construction cost is \$133,333. Total funds expended were \$41,939. Funds were provided from TIF.
- Sunset Sidewalks Project - Initial design phase, estimated design and construction cost is \$30,000. This project will include a multi-use walking path. Funds will be provided through Local Option Sales Tax (LOST).
- Warrington Redevelopment Plan Update – CEB/CRA staff has completed the Plan update. The Plan was approved by the Board of County Commissioners on August 19, 2010.
- Jaunita Williams Park, Pier and Shoreline Design Project – This project includes a floating pier, a kayak launch, park amenities upgrade, and shoreline restoration. The initial preliminary designs were completed with a total cost of \$3,100. Funds were provided from TIF.

CRA continues to provide funding for electric energy costs for streetlights throughout the residential neighborhoods and for irrigation systems in various rights-of-way, and landscape



maintenance of several projects within the five redevelopment areas. This year, expenses totaled \$378,638 for utilities, and \$56,610 for long-term maintenance. These recurring expenses are paid from TIF accounts established for the County’s five designated Redevelopment Areas.

CRA continues to fund and manage the long-term maintenance of the following streetscape projects:

- Olde Barrancas Medians & Observation Garden in the Barrancas Redevelopment Area
- “E” Street Rights-of-Way in the Englewood Redevelopment Area
- Chief’s Way, Navy Boulevard Medians, & Warrington Gateway Park in the Warrington Redevelopment Area

CRA continues to implement sidewalk improvements in the Redevelopment Areas. Sidewalks projects include: Lakewood Road in the Barrancas area, West Blount Street in the Brownsville area, Gary Circle and “T” Street in the Englewood area, Montpelier Drive and Cross Street in the Palafox area, and Old Corry Field, Cairo, Winthrop, Chaseville, Boeing Street, Frisco Street, and Gulf Beach Highway in the Warrington area.

Brownfields Program

CRA completed the demolition and removal of abandoned residential structures that were the last phase of the Escambia Treating Company, EPA Superfund Relocation Project. There were 78 structures on 49 parcel tracts, total 15 acres. The project was funded by the Neighborhood Stabilization Fund for a total of \$556,615.

**5.5 LOCAL PLANNING AGENCY**

As set forth in LDC Policy 12.12.00, the Planning Board is hereby established and designated as the “local planning agency” (LPA) for the total unincorporated area under the jurisdiction of the Board of County Commissioners. The LPA meets twice a month regarding matters concerning county ordinances, state regulations, LDC interpretations, land use changes, etc.

**Table 5C: Planning Board FY 2009/2010**

Small Scale Amendments	0
Comprehensive Plan Amendments	2
Land Development Code Changes	7
Interpretations	3
Planned Unit Developments	0
Development Agreements	0

Source: Escambia County Development Services Bureau; Excel Database





5.6 DEPARTMENT OF PLANNING AND ZONING STATISTICS

Table 5D: Development Services Bureau Project Cases FY 2009/2010

TYPES OF CASES	# CASES APPROVED	# CASES DENIED	# CASES WITHDRAWN	# CASES PENDING	TOTAL # OF CASES
<b>Board of Adjustment (BOA)</b>					
Zoning Variance	12	2	0	0	14
Conditional Use	8	0	1	0	9
Administrative Appeal	1	1	0	0	2
Development Order Extension	3	0	0	0	3
Reconsideration – Condition Use	0	0	0	0	0
Reconsideration – Variance	0	0	0	0	0
Administrative Variances for Governmental Right of Way Takings	0	0	0	0	0
<b>Rezoning Hearing Examiner (RHE)</b>					
Zoning Map Amendment Cases	14	0	1	1	16
<b>Development Review Committee (DRC)</b>					
Pre-application Meetings	46	0	1	0	47
Preliminary Plat Applications	3	0	0	0	3
Final Plat Applications	2	0	0	0	2
Unplatted Subdivision Applications	1	0	0	0	1
Master Plans Applications	0	0	0	0	0
Planned Unit Developments	1	0	0	0	1
Major Development Site Plans Application	57	1	2	3	63
Minor Development Site Plans Application	33	0	0	2	35

Source: DRC Excel database. LRP staff database.



6.0 FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

The following table was adopted November 2010.

Capital Improvement Programs  
FY 2010 - FY 2014 Schedule  
Table 14-1

Proj #	Project Name	Location	Funding Source	Current FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total Project Cost	Code	Comp Plan Objectives	Notes
<b>Recreation / Open Space</b>												
06P-R0065	Brosnham Soccer Center Development	10370 Ashton Brosnham Dr.	LOST III	90,909	90,909	90,909	90,909	90,909	\$454,545	G	12.A.4	
08PR0031	Equestrian center	Beulah 7750 Mobile Hwy	LOST III	691,435	90,909	90,909	90,909	90,909	\$1,055,071	G	12.A.4	
05P-R0189	Acquisition - additional acreage to expand park facilities	Countywide	LOST III	48,345	200,000	200,000	200,000	200,000	\$648,345	G	12.A.4.10	
	McDavid Community Park		LOST III		150,000				\$150,000	G	12.A.4	
	Bayou Grande Park Development & Maintenance	SW Escambia County - Gulf Beach Hwy						300,000	\$300,000		12.A.4	
06PR0099	Park development - to address deficiencies, replacement, repair, fencing, landscaping etc.	Countywide	LOST III	1,110,702	1,110,702	1,110,702	1,110,702	1,110,702	\$5,553,510	DR	12.A.4	
<b>Solid Waste</b>												
	Land Purchase - Recovered Materials Processing Facility	Pensacola	SW Fund	500,000					\$500,000	G	10.B.3.1	
1	Recovered Materials Processing Facility	Pensacola	SW Fund		400,000				\$400,000	G	10.B.3.1	
2	Design	Pensacola	SW Fund			250,000			\$250,000	G	10.B.3.4	
3	Construction	Pensacola	SW Fund		4,000,000				\$4,000,000	G	10.B.3.1	
4	Cell Construction	Section 5 - Phase 1	SW Fund	2,500,000					\$2,500,000	G	10.B.3.3	
5	Cell design	Section 5 - Phase 2	SW Fund			250,000			\$250,000	G	10.B.3.4	
6	Cell Construction	Section 5 - Phase 2	SW Fund				2,500,000		\$2,500,000	G	10.B.3.5	
7	Landfill Mining	Section 5	SW Fund	500,000	2,450,000	6,450,000	2,050,000	2,050,000	\$13,500,000	G	10.B.3.1	
<b>Engineering - Drainage</b>												

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands



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Capital Improvement Programs  
FY 2010 - FY 2014 Schedule  
Table 14-1

Proj #	Project Name	Location	Funding Source	Current FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total Project Cost	Code	Comp Plan Objectives	Notes
	Barlow Avenue		LOST III	80,000					\$80,000	DG	10.C.1.2 10.C.1.6	
ENG660	Beach Haven		LOST III	3,250,000					\$3,250,000	DG	10.C.1.2 10.C.1.6	
ENG551	Chandler		LOST III	500,000					\$500,000	DG	10.C.1.2	
	Coral Creek Subdivision Drainage		LOST III		785,000				\$785,000	DG	10.C.1.2	
	Cove Avenue/Barmel Drainage		LOST III			1,328,000			\$1,328,000	DG	10.C.1.2 10.C.1.6	
	Drainage Basin Studies		LOST III			450,000			\$450,000	DG	10.C.1.2 10.C.1.6	
ENG1308	Elsa Area Drainage		LOST III	500,000	500,000				\$1,000,000	DG	10.C.1.2	
	Enley Ave Drainage Improvements Phase II-V	Detroit and Johnson from Palatka to 500' past Chemstrand	LOST III	450,000	8,231,655				\$8,681,655	D	10.C.1.2 10.C.1.6	
ENG214	Ferry Pass Zone 2	Johnson Ave from Laurion, Carl Dean, Kipling and Carnitelli Tipping, Kinney,	LOST III	500,000	500,000				\$1,000,000	R	10.C.1.2 10.C.1.6	
ENG217	Ferry Pass Zones 4-5	Deloach, Raines, Nobles Streets	LOST III	4,000,000	880,000				\$4,880,000	R	10.C.1.2 10.C.1.6	
ENG1512	Flaxman & 61st St		LOST III	500,000					\$500,000	R	10.C.1.2	
	Gulf Beach Highway		LOST III			6,000,000			\$6,000,000	DG	10.C.1.2 10.C.1.6	
	Jackson Street (Elysen Drainage Improvements)		LOST III		1,500,000				\$1,500,000	DG	10.C.1.2 10.C.1.6	
	Jordan and P Streets		LOST III	3,300,000					\$3,300,000	DG	10.C.1.2 10.C.1.6	
	Lake Charlene Drainage Improvements Phase II	Lake Charlene Subdivision	LOST III		1,000,000				\$1,000,000	R	10.C.1.2 10.C.1.6	
ENG949	LiFair Estates Subd		LOST III		1,000,000				\$1,100,000	DG	10.C.1.2 10.C.1.6	

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands



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Proj #	Project Name	Location	Funding Source	Current FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total Project Cost	Code	Comp Plan Objectives	Notes
ENG1293	Muscogee Rd Drainage Improvements Phase 1-4	Muscogee Rd from Hwy 97 to Nowak in Pensacola	LOST III	2,150,000	2,000,000	1,700,000			\$5,850,000	G	10.C.1.2 10.C.1.6	
	Myrtle Grove & Jackson		LOST III		3,500,000				\$3,500,000	DG	10.C.1.2 10.C.1.6	
	Rebel Road		LOST III		2,000,000				\$2,000,000	DG	10.C.1.6	
	Tracy, Ogden, Rosifito and Sandy Bay Drainage		LOST III	500,000					\$1,000,000	DG	10.C.1.2 10.C.1.6	
<b>Engineering - Transportation</b>												
1	Beltway Hurricane Study		FDOT/LAP							G		See executed LAP agreement and FDOT 5-year Work Program, TPO Project Priorities 2009-2013, pg 29, 56
2	Beulah Rd Improvements		LOST III		500,000				\$500,000	G		Funds to support future Interchange at I-10 and Beulah Rd.
3	Blue Angel Pkway Design	Sorrento to US98	FDOT						\$0	G		FDOT allocations and local tax contributions to support bonding. FDOT and local contribution \$2,000,000 in 2008. Based on PD&E delay design to begin in 2010. Design will be complete and will evaluate Bonding (TIF) Feasibility in 2011. Will depend on Local Revenues
4	Blue Angel Parkway Construction	Sorrento to US98	Bond/FDOT		5,033,700	28,524,300			\$33,558,000	G		
5	Burgess Extension Design	Burgess/Creighton extension from Hillburn Dr to US 29	Local/ FDOT TRIP						\$2,000,000	G		TPO Transportation Improvement Program Priority #9, pg 121. Will Evaluate LOST Funds \$500K to update design 2010.

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands





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Capital Improvement Programs  
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Proj #	Project Name	Location	Funding Source	Current FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total Project Cost	Code	Comp Plan Objectives	Notes
6	Burgess Extension Construction	Burgess/Creighton extension from Hillburn Dr to US 29	Local/ FDOT TRIP		\$5,000,000	\$18,000,000			\$23,000,000	G	8.A.1.12 8.A.2.4 programs 2010. (SAFE/TEALU and TIGER Grants-ARRA)	TPO Transportation Improvement Program Priority #9, pg 121. Will evaluate State and Federal programs 2010.
7	Dir Rd Paving	Countywide	LOST III	\$1,500,000	\$1,700,000	\$2,400,000	\$2,100,000	\$2,300,000	\$10,000,000	R	8.A.3.1 8.A.1.3 to prevent sediment run-off and 8.A.1.15 8.A.3.2 reduce road repair.	TPO pg 32. TPO will let Design in 2009, additional funds will be allocated by State and Local Support.
8	Gulf Beach Hwy (SR292) Corridor Study	Navy Blvd to Sorrento	LOST III	\$150,000		\$300,000			\$450,000	G	8.A.1.12 8.A.2.4 \$1.7M allocated in 2009. Design 8.A.3.1 8.A.1.3 \$300k; Construction scheduled in 2010.	
9	Gulf Beach Hwy (CR 292A) Sidewalks	Blue Angel to Sorrento	LOST III	\$100,000					\$100,000	G	8.A.1.12 8.A.2.4 Priority #3 in County lane widening Program 30% complete	
10	Highway 297A Widening		LOST III	\$800,000					\$800,000	G	8.A.1.15 8.A.3.2	
11	Highway 97 Widening		LOST III			\$600,000			\$600,000	G	8.A.1.12 8.A.2.4 Priority #2 in county lane widening program 60% complete	
12	ITS Application		LOST III		\$1,361,000				\$1,361,000	G	8.A.3.1 8.A.1.3 TPO pg 133, Pending FDOT master plan to identify priorities	
13	JPA Design Box		LOST III	\$500,000	\$500,000	\$500,000	\$400,000		\$1,900,000	G	8.A.1.12 8.A.2.4 advancement of any 5-year FDOT projects if determined as a need.	
14	Live Oak / Sunset Sidewalks		LOST III			\$300,000			\$300,000	G	8.A.3.1 8.A.1.3 Project let for design in 2009 will be constructed in 2010	
15	Nine Mile Rd Design & Construction	Chemstrand Rd	LOST III	\$1,000,000					\$1,000,000	G	8.A.1.12 8.A.2.4 TRIP funds awarded to update PD&E and Design. Let for A&E service in 2009.	
16	Nine Mile Rd Improvements	Pine Forest to Hwy 29	LOST III FDOT	\$1,000,000	\$1,500,000	\$1,000,000	\$1,000,000		\$5,800,000	DG	8.A.3.1 8.A.1.3 PD&E and Design. Let for A&E service in 2009.	FDOT Work Program, pg 12

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands



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Capital Improvement Programs  
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Proj #	Project Name	Location	Funding Source	Current FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total Project Cost	Code	Comp Plan Objectives	Notes
18	Olive Rd Corridor - Phase I	Davis and Old Palatof	TPO/Box		\$600,000	\$750,000	\$750,000		\$2,100,000	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 16; TPO pg 31. Study 85% complete, construction will consider a JPA to advance funds.
19	Olive Rd Corridor - Phase II		TPO/Box		\$600,000	\$750,000	\$750,000		\$2,100,000	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 16; TPO pg 31. Study 80% Complete. Construction will consider a JPA to advance funds.
20	Perdido Key Design	AL state line to ICWW Bridge	FDOT			\$2,732,000			\$2,732,000	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Design will be complete and will evaluate Bonding (TIF) Feasibility in 2012-13. Will depend on Local Revenues, results of EIS
21	Perdido Key Drive Construction	Perdido Key Dr between AL and the south end of the ICWW Bridge	Local/ FDOT TRIP				6,553,680	37,137,520	\$43,691,200	DG	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 19, Design Funds pushed due to a federal required EIS
22	Perdido Key Drive PD&E	Perdido Key Dr between AL and the south end of the ICWW Bridge	FDOT						\$10,000	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	FDOT Work Program, pg 19, Active with EIS.
23	Pinestead / Longleaf Design & Construction	Countywide	LOST III	\$1,500,000	\$1,500,000				\$3,000,000	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Design is active in 2009, complete in 2010.
24	Resurfacing	Countywide	LOST III	\$1,700,000	\$1,209,000	\$1,700,000			\$4,609,000	R	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Annual program
25	Sidewalks Design / Construction	Countywide	LOST III		\$1,000,000	\$700,000	\$500,000	\$500,000	\$2,700,000	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Countywide Safe Walk to School support program.
26	Sidewalks District 1		LOST III		\$400,000	\$100,000	\$100,000		\$600,000	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	Countywide program for identified neighborhood traffic areas.
27	Traffic Calming	Countywide	LOST III	\$200,000	\$200,000	\$200,000			\$600,000	G	8.A.1.12 8.A.2.4 8.A.3.1 8.A.1.3 8.A.1.15 8.A.3.2	

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands



# CHAPTER SIX

Capital Improvement Programs  
 FY 2010 - FY 2014 Schedule  
 Table 14-1

Proj #	Project Name	Location	Funding Source	Current FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Total Project Cost	Code	Comp Plan Objectives	Notes
28	W Roberts Rd Widening		LOST III		\$350,000		\$250,000		\$600,000	R		8.A.1.12 8.A.2.4 Improvements to support new traffic patterns and increased use
<b>Mass Transit - ECAT</b>												
1	Bus shelters	Countywide	FTA Grant			50,000		50,000	\$100,000	G	8.B.2	
2	Bus replacements	1515 W Fairfield Dr.	FTA Grant			1,500,000		1,750,000	\$3,250,000	G	8.B.1.1	
3	Trolley replacements	1515 W Fairfield Dr.	FTA Grant			1,000,000		1,000,000	\$2,000,000	G	8.B.1.1	

R = replacement of new or existing facility D = deficiency correction G = meeting growth demands



## 7.0 APPENDIX

### TABLES AND MAPS

Table A-1: Roads and Traffic LOS Report Equal or Greater Than 75%

Table A-2: Escambia County Park and Recreation Facilities Matrix

Table A-3: Residential Building Permits Issued by Future Land Use Category

Table A-4: Calendar Year 2010 Airfield Influence Planning Districts (AIPD) Monitoring Report

Map A-5: ECAT Bus Routes



CHAPTER SEVEN

Table A-1: Roads and Traffic LOS Report Equal or Greater Than 75%

Road No.	On Street	Roadway Facility	No. of Lanes	LOS Performance Standard	Date Of Count	2-Way PM Peak Hour Counted Volume	Allocated Trips	Total Trips	2-Way Peak Hour Service Volume	% Service Volume Used	Available Trips	Hurricane Evacuation Route
CR297	Pine Forest Road	Nine Mile Rd. to West Roberts Rd.	2U	E	1/27/2009	1,429	182	1,611	1,480	99%	17	NO
SR291	Davis Hwy.	Burgess Rd to University Pkwy	6D*	D	1/29/2009	4,145	36	4,181	4,240	99%	59	YES
SR727	Fairfield Drive	Lillian Hwy. to Mobile Hwy.	2U	D	1/15/2009	1,604	38	1,642	1,560	96%	74	NO
SR 292	Perdido Key Drive	River Road to Innerarity Point Road	2U	D	3/2/2009	1,083	1574	2,657	2,530	95%	126	NO
SR173	Blue Angel Pkwy.	US 98 to Sautley Field Rd.*	2U	D	2/23/2009	1,605	205	1,810	1,900	95%	90	YES
SR10A	US 90 / Scenic Hwy.	1-10 to Davis Hwy.	2U	D	2/9/2009	1,435	86	1,521	1,650	92%	129	YES
SR295	Fairfield Drive	New Warrington Rd. to Pace Blvd.	4D	D	1/15/2009	3,044	65	3,109	3,390	92%	281	YES
CR95A	Palafox Street	Pensacola Blvd. to Nine Mile Rd.	2U	E	1/27/2009	1,427	49	1,476	1,480	91%	152	NO
SR297	Pine Forest Road	I-10 to Nine Mile Rd.	3L	D	1/29/2009	2,111	88	2,199	2,210	90%	232	NO
SR10	Nine Mile Road / US 90A	Pine Forest Rd. to US 29	2U	D	1/29/2009	1,878	585	2,463	2,730	90%	267	YES
SR289	9th Avenue	Langley Ave. to Creighton Rd.	4D	D	3/4/2009	2,761	17	2,778	3,110	89%	332	YES
SR292	Gulf Beach Hwy. / Sorrento Rd.	Fairfield Dr. to Navy Blvd.*	2U	D	1/22/2009	1,574	179	1,753	2,000	88%	247	YES
SR173	Blue Angel Pkwy.	Sautley Field Rd. to Pine Forest Rd.	2U	D	3/11/2009	1,301	65	1,366	1,560	88%	194	YES
SR10A	US 90 / Scenic Hwy.	DeSoto St. to I-10	2U	D	1/20/2009	1,339	1	1,340	1,560	86%	220	YES
SR10A	US 90 / Mobile Hwy.	Pine Forest Rd. to Edison Dr.	4D	D	2/20/2009	2,465	293	2,758	3,390	81%	632	YES
SR290	Olive Road	Palafox Hwy. to Davis Hwy.	2U	E	1/29/2009	1,297	125	1,422	1,610	80%	349	NO
SR296	Brent Lane	Rawson Lane to Davis Hwy	6D*	D	2/15/2010	3,353	15	3,368	4,240	79%	872	YES





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Road No.	On Street	Roadway Facility	No. of Lanes	LOS Performance Standard	Date Of Count	2-Way PM Peak Hour Counted Volume	Allocated Trips	Total Trips	2-Way Peak Hour Service Volume	% Service Volume Used	Available Trips	Hurricane Evacuation Route
SR296	Brent Lane	Pensacola Blvd. to Rawson Lane	4D	D	1/13/2009	2,563	1	2,564	3,340	77%	776	YES
SR173	Blue Angel Pkwy.	N. of Sorrento (end of 4 lane) to US98 *	2U	D	1/21/2009	1,542	234	1,776	2,320	77%	544	YES
SR95	US 29 / Pensacola Blvd.	W Street to I-10	6D	D	3/2/2009	3,749	136	3,885	5,080	76%	1,196	YES
SR8	I-10 (FIHS)	Nine Mile Rd. to Pensacola Blvd.	4F	C	3/23/2009	3,041	588	3,629	4,840	75%	1,211	YES



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**Table A-2: Escambia County Park and Recreation Facilities Matrix**

N=Neighborhood; Athl=Athletic; CC=Community Center; BR=Boat Ramp; Nature; Eq=Equestrian; Field=Undeveloped; Med=Median; Sch=School; Camp=Campground; REG=Regional; ROW=Right Of Way; FP=Fishing Pier; Misc=Miscellaneous

Park	Project ID	Code	Address	City	Zip	Acreage	District	Developed	Youth BB	T Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Security Lights	Picnic	RSD
1	Aero Vista	97PK017	N	120 Marine Drive	Warrington	32507	1	2	X				X			X			X	X	S
2	Aviation Field	04PK002	N	2900 Miller Street	Pensacola	32503	2	3								X	X				U
3	Avondale	97PK009	N	6809 Vestavia Lane	Pensacola	32526	8	1	X				X			X	X	X	X	X	S
4	Baars Field	97PK013	R-ATHL	13001 Sorrento Rd	Pensacola	32507	8	2	X	X						X				X	R
5	Barrineau Park & Community Ctr	97PK054	CC	6055 Barrineau Park School Rd. Median -	Molino	32577	3	5	X				X			X				X	R
6	Barrington Court	97PK055	N	77th/Barrington	Pensacola	32506	0.25	2													U
7	Beggs Lane	97PK056	R	Beggs Lane	Pensacola	32505	0.25	3													U
8	Bellview	97PK014	R-ATHL	2750 Longleaf @ Packer	Pensacola	32526	20	1	X	X	X		X			X			X		S
9	Beulah Community Ctr	97PK057	CC	7425 Woodside Road	Pensacola	32526	5	1	X				X			X	X			X	S
10	Beulah Regional Park & Bill Dickson Park & BR/Bayou Grande	08PR091	R	Mobile Hwy W of Equestrian Center	Pensacola	32526	8	1	X				X			X	X	X		X	S
11	Bluff Springs	04PK005	BR/R	3151 Fenceline Rd.	Pensacola	32507	49	2	X				X		X	X				X	S
12	Bluff Springs Boat Ramp	97PK058	N	Curly Brooks Rd. End of Bluff Springs Rd.	Bluff Springs	32535	3	5													R
13	Bogia	97PK110	BR/R	End of Bogia Road	McDavid	32568	0.5	5							X						R
14	Bradberry	97PK050	R-ATHL	4760 Highway 99A	Molino	32577	7	5	X	X			X			X			X	X	R
15	Bratt	02PK003	R	Hanks Road	Bratt	32535	40	5	X				X			X	X	X		X	R
16	Brenda Lane Park	97PK060	N	Brenda/Sandra Ave	Pensacola	32506	1	2													U
17	Brent Athletic Park	97PK039	R-ATHL	4711 N. "W" Street	Pensacola	32505	30	3	X	X	X		X						X	X	U
18	Brentwood	97PK031	N	4905 N. Palafox Street	Pensacola	32505	3	3	X							X				X	U
19	Bristol	97PK018	N	5311 Bristol Avenue	Pensacola	32505	3	1	X				X			X	X	X	X	X	U



# CHAPTER SEVEN

Park	Project ID	Code	Address	City	Zip	Acreage	District	Developed	Youth BB	T Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Security Lights	Picnic	RSD	
21	Brosnham Athletic	97PK005	R-ATHL	10370 Ashton Brosnham	Pensacola	32534	110	5	X	X	X	X	X							X	X	S
22	Byrneville	97PK047	CC	1707 Highway 4-A	Century	32535	4	5	X							X		X	X	X	X	R
23	Cantonment Youth Athl	98PK002	R-ATHL	681 Well Line Road	Cantonment	32533	30	5	X	X	X					X			X			S
24	Carriage Hills/Charbar	97PK011	N	1810 Broyhill Drive	Pensacola	32526	1.5	1	X				X			X			X	X	X	S
25	Carver	97PK044	N	208 Webb Street	Cantonment	32533	2	5	X				X			X		X	X	X	X	S
26	Chimes Way	97PK100	N	5002 Chimes Way	Pensacola	32505	3	3	X							X				X	X	U
27	Civitan	97PK019	N	404 2nd Street	Warrington	32507	2	2	X				X	X		X			X	X	X	U
28	Coronado Boat Ramp	97PK062	BR/R	5700 B Coronado Street	Pensacola	32507	0.1	2			(not developed)							X	X			
29	Corry I	97PK020	N	120 Manchester Street	Warrington	32507	2	2	X				X			X			X		X	U
30	Corry II	97PK063	N	Cavalier/Delray	Warrington	32507	0.5	2														U
31	Cotton Lake	97PK109	BR/R	Cotton Lake Road	McDavid	32568	0.5	5							X							R
32	Davisville Community Center	97PK065	CC	10200 S. Hwy. 97	Davisville	32535	2.89	5								X			X			R
33	Max Dickson	00PK009	R-ATHL	1102 Paulding Rd.	Warrington	32507	3	1	X		X		X			X		X	X	X	X	U
34	Diego Circle	99PK001	N	751 Massachusetts Ave.	Pensacola	32503	1	3	X				X			X		X		X	X	U
35	Don Sutton	97PK049	R-ATHL	2320 Crabtree Church Rd	Molino	32577	12	5	X	X			X			X		X	X	X	X	R
36	Dorrie Miller	97PK033	CC	2819 Miller Street	Pensacola	32503	4	3	X				X			X		X	X			U
37	Ebonwood/OakCrest	97PK032	CC	3511 West Scott Dr	Pensacola	32503	5	3	X								X					U
38	El Dorado		N	8269 El Dorado Dr.	Pensacola	32506	13.4	1														S
39	Emerald Shores - Med	97PK106	N	Batten Blvd	Pensacola	32507	2	2	X													S
40	Englewood Park & Community Cntr.	97PK035	CC	1250 Leonard Street	Pensacola	32501	3	3	X				X			X		X	X	X	X	U
41	Equestrian Center	00PK003	EQ/R	7750 Mobile Highway	Pensacola	32526	187	1	X							X						S
42	Fairway/Country Club Dr	97PK066	N	Fairway/Country Club Dr.	Pensacola	32507	0.1	2	X										X			U
43	Felix Miga Center	97PK030	CC	904 N. 57th Avenue	Pensacola	32506	1	2	X													U
44	Fonte Estates	97PK022	N	77th Ave. & Barrington	Pensacola	32506	0.5	2														U



# CHAPTER SEVEN

Park	Project ID	Code	Address	City	Zip	Acreage	District	Developed	Youth BB	T Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Security Lights	Picnic	RSD
45	Galvez Boat Ramp	97PK069	Off Innerarity Point Road	Pensacola	32507	0.5	2	X						X	X				X	X	S
46	Garcon Bayou Nature Park	99PK002	55 Doug Ford Drive	Pensacola	32507	18	2	X					3	X						X	S
47	Pickerrill/Sherwood Gene	97PK026	18 Gamwell Rd	Pensacola	32506	2	2	X					X			X	X	X		X	U
48	Gonzalez	97PK070	Gonzalez & Wentworth	Pensacola	32505	0.25	2														U
49	Harvester Homes I	97PK046	430 Belmont Street	Cantonment	32533	0.5	5	X								X		X		X	S
50	Harvester Homes II	97PK068	404 Lakeview Rd	Cantonment	32533	0.5	5	X								X				X	S
51	Hellen Caro Elementary	01PK004	12551 Meadson	Pensacola	32507	25	1	X				X				X	X				S
52	Heritage Lakes	05PK002	Harbour Pl @ Aileron Ave.	Pensacola	32506	1.23	1														S
53	Heritage Lakes North	05PK002	End of Heritage Lakes Ave.	Pensacola	32506	0.9	1														S
54	Heron Bayou Boat Ramp	97PK108	Blue Angle Pkwy & Dog Track Rd.	Pensacola	32507	0.5	2							X	X						S
55	Innerarity Beach - Jack	05PK003	5999 Grotto Ave.	Pensacola	32507	1.2	2														S
56	Reddix/Falcon/Oakcliff	97PK067	Falcon & Oakcliff	Pensacola	32526	1	1	X								X			X	X	S
57	Jaunita Williams	97PK021	505 Edgewater Drive	Pensacola	32507	2	2	X					X	X		X	X		X	X	U
58	John R. Jones, Jr. Jones Swamp Preserve	97PK007	555 E. Nine Mile Road	Pensacola	32514	63	5	X	X	X	X		X			X	X		X	X	U
59	Kingsfield Park	06PK004	North St.	Warrington	32507	385	2														U
60	Lake Stone - Boat Ramp	01PK001	551 W. Kingsfield Road	Cantonment	32533	4.64	5														S
61	Lake Stone - Campground	97PK071	801 W. Highway 4	Century	32535	124.62	5	X							X						R
62	Lake Stone - Campground	97PK023	670 Lakewood Rd	Warrington	32507	2	2	X					X	X		X	X		X	X	R
63	Lewis Powell Lexington Terrace Regional Park	99PK003	7000 Rolling Hills Road	Pensacola	32505	2	3	X	X	X									X	X	U
64	Lexington Terrace Regional Park	02PK005	900 S. Old Corry Field Road	Pensacola	32507	38	2	X					X			X	X		X		U



# CHAPTER SEVEN

Park	Project ID	Code	Address	City	Zip	Acreage	District	Developed	Youth BB	T Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Security Lights	Picnic	RSD
Lincoln	97PK036	N	7865 Aaron Drive	Pensacola	32534	3	3	X					X			X	X	X	X	X	U
Marcus Pointe Park	97PK101	U	North side of Marcus Pointe Blvd.	Pensacola	32505	6	2														S
Marie Ella Davis Park & CC	98PK001	N/CC	16 Raymond Street	Warrington	32507	3	2	X					X			X	X	X	X	X	U
Mariners Oak		N	Blue Angel Parkway	Pensacola	32526	2.9	1						(not developed)								S
Mayfair I Community Cntr.	97PK024	R-ATHL	50 S. Garfield	Pensacola	32505	5	2	X					X			X	X	X	X	X	U
Mayfair II	97PK073	N	268 Fennel Drive	Pensacola	32505	0.5	2														U
Meadowbrook I	97PK028	N	3 Adkinson Drive	Pensacola	32506	3	2	X					X			X				X	U
Meadowbrook II	97PK075	N	16 Felder Drive	Pensacola	32506	1	2														U
Miracle League of Pensacola	06PK002	R-ATHL	555 E. Nine Mile Road (East side)	Pensacola	32514	7	5	X	X											X	U
Model Park	04PK003	R	Jamesville Rd.	Pensacola	32526	20	1	X					X							X	R
Molino Boat Ramp	97PK102	BR/R	6698 Fairgrounds Rd	Molino	32577	1.5	5	X													R
Molino/Fairgrounds	97PK045	N	6698 Fairgrounds Rd	Molino	32577	1.5	5	X					X	X	X	X			X	X	R
Molino VFD	04PK006	N	1459 Molino Road	Molino	32577	2	5														R
Murr Heights Park		N	Tyson St. @ Elm St.	Warrington	32506	1.53	2														U
Myrtle Grove	00PK004	R-ATHL	99 N. 61st Avenue	Pensacola	32506	17	2	X								X			X	X	U
Mystic Springs	97PK107	BR/R	Mystic Springs Road	McDavid	32568	0.5	5								X						R
Navy Point - Waterfront	97PK016	R	Baublitts/Syrcle Drive	Warrington	32507	60	2	X						X	X	X	X		X	X	U
Navy Point Boat Ramp	97PK077	R	Baublitts & Sunset	Warrington	32507	2	2	X						X	X				X		U
Navy Point ROW/Triangle	97PK078	R	120 W. Sunset Ave	Warrington	32507	1	2	X													U
Navy Point West	97PK079	R	W of Sunset behind house	Warrington	32507	1	2														U
O'Connor-Colling	97PK015	N	552 Batten Blvd.	Pensacola	32507	30	2	X					X		X	X	X	X	X	X	S
Com PK/Innerarity	97PK080	N	Spruce & Hickory Streets	Pensacola	32505	1	3														U
Oak		N	2550 Hwy. 99 N	Molino	32577	1	5						X							X	R





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Park	Project ID	Code	Address	City	Zip	Acreage	District	Developed	Youth BB	T Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Security Lights	Picnic	RSD
Oak Grove - Park	97PK081	N	Across from Community Ctr	Molino	32577	2	5	X								X		X	X	X	R
Oakcrest	97PK025	N	220 Topaz Ave	Pensacola	32505	1.5	2	X					X			X	X		X		U
Oakfield Acres I	97PK037	N	6124 Confederate Drive	Pensacola	32503	3	3	X								X			X	X	U
Oakfield Acres II	97PK082	N	6411 White Oak Drive	Pensacola	32503	2	3														U
Old Ensley School	97PK034	N	107 E. Detroit Blvd.	Pensacola	32534	1.5	3	X				X				X			X	X	U
Osceola I	97PK027	N	302 Comanche Trail	Pensacola	32506	1.5	2	X				X				X	X		X	X	U
Osceola II	97PK083	N	Kissimmee Circle	Pensacola	32506	0.25	2													X	U
Osceola III	97PK084	N	Talladega & Cherokee Tr	Pensacola	32506	0.25	2														U
SRIA - Pensacola Beach East	97PK053	PB/R	3000 Via DeLuna	Pensacola Bch	32561	372	4	X						X							BI
Pensacola Fishing Pier	97PK105	FP/R	1750 Bayfront Parkway	Pensacola	32501	0	4	X						X					X		U
Pensacola Shipyard	00PK005	BR/R	700 S. Myrick	Pensacola	32505	3.2	2	X						X	X						U
Perdido Bay Country Club Estates		N	West side of Omaha Dr.	Pensacola	32507	0	2														S
Perdido Key 3 - Sandy Key	97PK086	N	13549 Sandy Key Dr	Pensacola	32507	0.5	2							X							BI
Perdido Key 1 - Gulfside	97PK087	N	14261 Perdido Key Dr	Pensacola	32507	0.5	2							X							BI
Perdido Key 2 - River Rd	97PK088	N	14767 Perdido Key Dr	Pensacola	32507	0.5	2	X						X		X				X	BI
Perdido Kids Park	06PK001	R	10004 Gulf Beach Highway	Pensacola	32507	3	2	X					X			X				X	S
Perdido Manor	97PK089	N	Perdido Manor Subd	Pensacola	32506	0.5	2														S
Perdido River Walk	97PK088	R	13011 Beulah Rd.	Cantonment	32533	10	5														S
Pine Valley	97PK090	N	Fridinger Drive	Pensacola	32526	5	1														S
Quintette Athletic Park	97PK091	R-ATHL	2490 Quintette Lane	Cantonment	32533	18	5	X	X				X			X				X	S
Quintette Community Ctr	97PK091	CC	2490 Quintette Lane	Cantonment	32533	2	5	X													S
Raines Terrace	97PK092	N	Cedarwood Village & Raines	Pensacola	32514	1.5	4														U
Raymond Riddles	97PK040	R-ATHL	1704 N. "W" Street	Pensacola	32505	5	3	X	X	X						X			X		U



# CHAPTER SEVEN

Park	Project ID	Code	Address	City	Zip	Acreage	District	Developed	Youth BB	T Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Security Lights	Picnic	RSD
112	Regency		8245 Fathom Rd.	Pensacola	32514	10	4	X					X			X	X	X	X	X	U
113	River Gardens		Scenic Hwy. & 9 Mile Road	Pensacola	32514	3.32	4														U
114	River Road Park I		14484 River Road	Pensacola	32507	0.5	2	X								X				X	BI
115	River Road Park II		14196 River Road Kayak Launch	Pensacola	32506	0.5	2	X						X			X				BI
116	R. L. King / Bayou Marcus		7705 Lenora Street	Pensacola	32526	4	1	X					X			X	X		X	X	U
117	Serenity Park		Serenity Cir.	Pensacola	32506	0.23	1							(not developed)							S
118	SRIA - Ft. Pickens Boat Ramp	BR/R	Ft. Pickens Road	Pensacola Bch	32561	1	4								X						BI
119	SRIA - Ft. Pickens Gate Rec. Area	PB/R	Ft. Pickens Road	Pensacola Bch	32561	3	4	X					X	X						X	BI
120	SRIA - Casino Beach	PB/R	Pensacola Beach Blvd./Ft. Pickens	Pensacola Bch	32561	23	4							X							BI
121	SRIA - Cowley	N	Ariola Drive	Pensacola Bch	32561	1	4	X					X			X	X		X		BI
122	SRIA - Pensacola Bch Gulf Pier	FP/R	41 Ft. Pickens Rd.	Pensacola Bch	32561	0	4							X							BI
123	SRIA - Pensacola Bch Soundside	NP/R	3000 Via Deluna	Pensacola Bch	32561	517	4							X							BI
124	SRIA - Quietwater Bch Boat Ramp	BR/R	Pensacola Beach Blvd.	Pensacola Bch	32561	1	4							X	X						BI
125	SRIA - Quietwater Bch Rec Area	PB/R	Pensacola Beach Blvd.	Pensacola Bch	32561	1	4	X					X			X				X	BI
126	Santa Maria Plaza/Farm Hill		199 Madrid Rd.	Cantonment	32533	3	5	X	X							X			X	X	S
127	Shady Terrace		3708 Pompano Drive	Pensacola	32514	1.5	4	X					X			X	X		X	X	U
128	Shell Street		5550 Shell Street	Pensacola	32503	2	4	X					X			X			X	X	U
129	South Fairfield		End of South Fairfield	Pensacola	32507	1	2							X					X		U
130	Spanish Trail		Spanish Trail Villa / Old Spanish Tr.	Pensacola	32526	0.25	4														U
131	St. Augustine		St. Augustine/St. Elmo	Pensacola	32503	0.5	3														U
132	Star Lake		Star Lake Drive/Triangle	Warrington	32507	1	2														U



# CHAPTER SEVEN

Park	Project ID	Code	Address	City	Zip	Acreage	District	Developed	Youth BB	T Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Security Lights	Picnic	RSD
133 SW Escambia Sports Complex	08PR109	R-ATHL	2020 Bauer Rd.	Pensacola	32506	217	1														S
134 Tangen Heights	97PK012	N	4810 Cochise Street 12839 Beckstrom Rd.	Pensacola	32526	1	1	X								X			X	X	S
135 Treasure Hills	05PK001	N		Pensacola	32507	3.96	2	X	X							X					S
136 Tulip	97PK029	N	4855 Tulip Drive Off end of Twin Lakes Dr.	Pensacola	32506	2	2	X				X				X			X	X	U
137 Twin Lake Estates		N		Pensacola	32504	0	3														U
138 Villa De Casa		N	7201 Bruner St.	Pensacola	32526	0.12	1						(not developed)								S
139 Walnut Hill	97PK096	CC	7850 Hwy. 97	Walnut Hill	32568	0.75	5														R
140 Water's Beach Park		N	Americus Ave. @ Athens Ave.	Pensacola	32507	0	2						(not developed)								S
141 Wedgewood	97PK038	N	3420 Pinestead, Lot 1	Pensacola	32503	8	3	X					X			X	X	X	X	X	U
142 Weiler Boat Ramp	97PK097	BR/R	Weiler Rd @ Bayou Grande	Pensacola	32507	0.25	5						X		X						S
143 NWFL Wildlife Sanctuary	00PK008	R	205 N. "S" Street	Pensacola	32505	5	2	X													U
144 Woodlands	97PK098	N	9619 Sumnehanna Blvd.	Pensacola	32514	1	5														S
145 Woodrun Park	05PK004	N	9329 Woodrun Rd.	Pensacola	32514	3.9	5						(not developed)								U
146 Yoakum Court	97PK099	N	Yoakum Court	Pensacola	32505	0.5	3														U



**Table A-3: Residential Building Permits Issued by Future Land Use Category**

<b>Future Land Use Category</b>	<b>Building Permits Issued 10/01/09 – 9/30/10</b>
AG	36
AA NODES	49
RR	8
R	20
R1	0
UR	34
LDR	111
C	27
IN	28
MU-1	201
MU-2	25
MU-3	15
MU-4	2
MU-5	9
MU-6	117
P	0
REC	0
<b>Total</b>	<b>682</b>



CHAPTER SEVEN

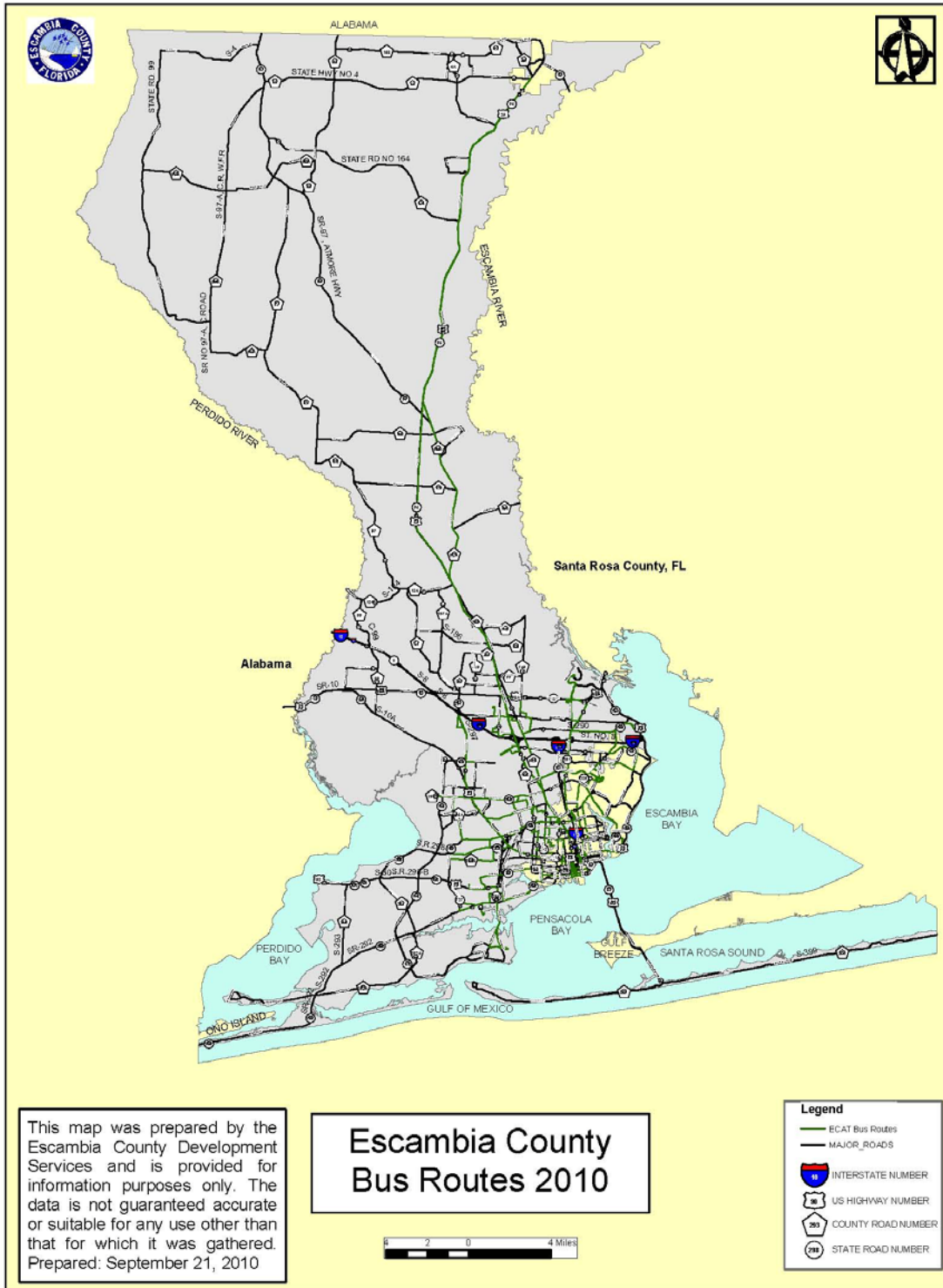
Table A-4: Calendar Year 2010 Airfield Influence Planning Districts (AIPD) Monitoring Report

Planning District	Zone	Sewer & Water Lines Extension	Total Dwelling Units Approved In Prelim Plats	Total Dwelling Units Approved In Final Plats	Commercial Site Plans Approved	Residential Bldg Plans Approved	Residential Site Plans Approved	Commercial Towers Approved	Variances	Conditional Use	Rezoning Approval	Future Land Use Amendment
<b>NAS PENSACOLA</b>												
AIPD-1	AREA A	*0	0	0	0	0	0	0	0	0	0	0
	AREA B	*0	0	0	0	0	0	0	0	0	0	0
	APZ-1	*0	0	0	0	0	0	0	0	0	0	0
	APZ-1											
	NASP	*0	0	0	0	0	0	0	0	0	0	0
	APZ-2	*0	0	0	0	0	0	0	0	0	0	0
	APZ-2											
AIPD-2	NASP	*0	0	0	0	0	0	0	0	0	0	0
	CZ	*0	0	0	0	0	0	0	0	0	0	0
		*0	0	78	0	0	0	0	0	0	0	0
<b>NOLF SAUFLEY</b>												
AIPD-1	AREA B	*0	0	0	0	0	0	0	0	0	0	0
	APZ-1	*0	0	0	0	0	0	0	0	0	0	0
	APZ-2	*0	0	0	0	0	0	0	0	0	0	0
	CZ	*0	0	0	0	0	0	0	0	0	0	0
AIPD-2		*0	0	0	0	0	0	0	0	0	0	
<b>NOLF SITE 8</b>												
AIPD-1	AREA B	*0	0	0	0	0	0	0	0	0	0	0
AIPD-2		*0	0	0	0	0	0	0	0	0	0	0





Map A-5: ECAT Bus Routes





### SOURCES

Escambia County Comprehensive Plan

1999 Parks and Recreation Comprehensive Master Plan

University of Florida Bureau of Economic and Business Research

Florida Housing Data Clearinghouse

Development Review Committee (DRC); ACCELA Inquiry

Escambia County Environmental Permitting

Public Safety Bureau

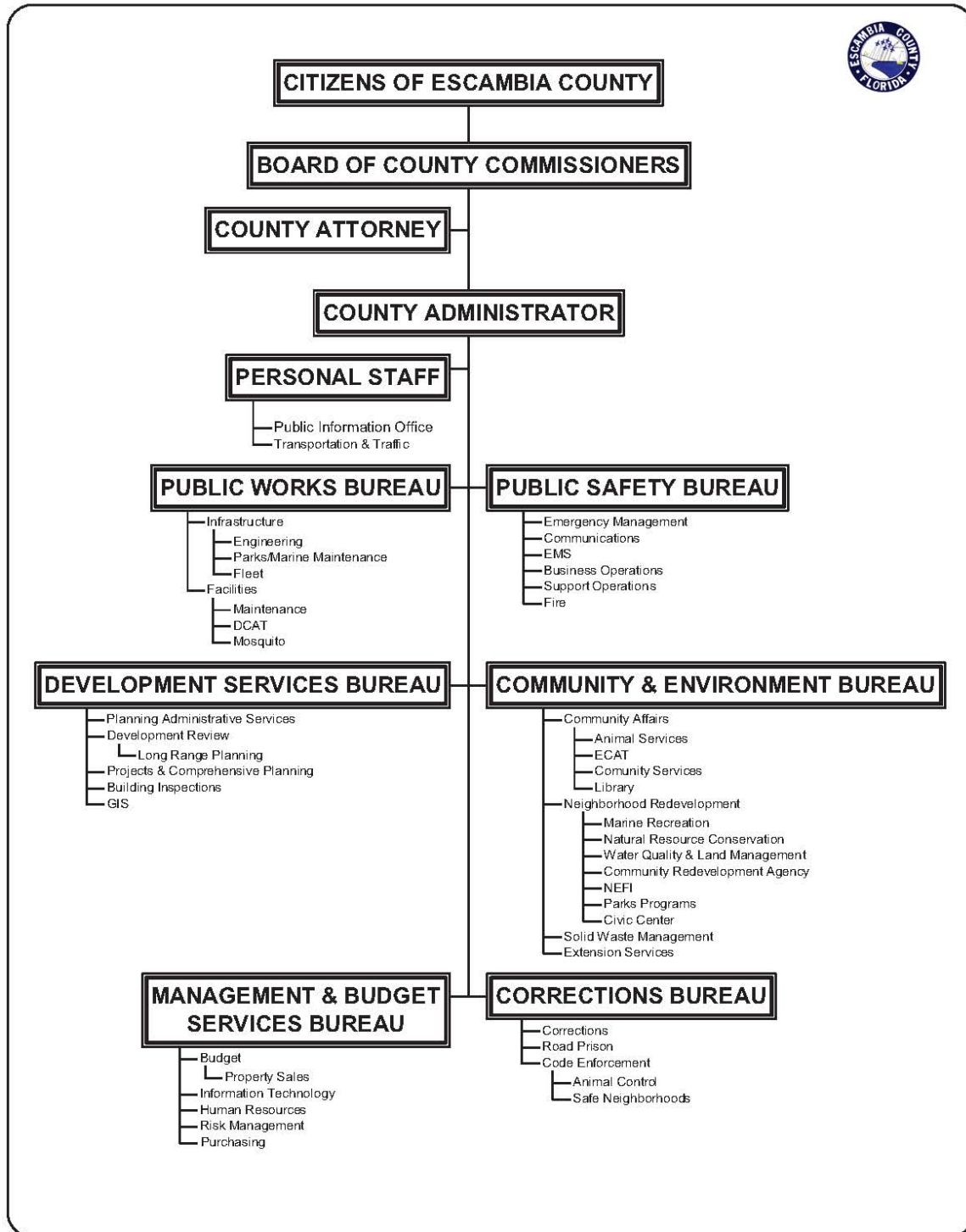
Escambia County Parks & Recreation

DHS/FEMA, Flood Plain Management and Insurance Branch

Escambia County Development Services Bureau; Excel Database



ESCAMBIA COUNTY DEPARTMENTS





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

**AI-843** **Growth Management Report** **Item #: 7. 1.**  
**BCC Regular Meeting** **Consent**  
**Meeting**  
**Date:** 06/02/2011  
**Issue:** Schedule of Public Hearings  
**From:** T. Lloyd Kerr, AICP  
**Organization:** Development Services

---

**Information**

**RECOMMENDATION:**

**Recommendation Concerning the Scheduling of a Public Hearing**

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

**Thursday, July 7, 2011**

5:45 p.m. -A Public Hearing - LDC Ordinance -Article 6 "Motorized Commercial Recreation"

---



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-759

County Administrator's Report Item #: 7. 1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/02/2011

Issue: Recommendation Concerning Adoption of Board Policy - Real Property Acquisitions and Property Vacations

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

---

### Information

#### RECOMMENDATION:

Recommendation Concerning Board Policy for Real Property Acquisitions - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt the Real Property Acquisitions and Property Vacations Policy. Under this Policy, real property acquisitions and property vacations requiring authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition or vacation process, shall be coordinated through the Real Estate Division of Public Works. Real property acquisitions not related to a road or drainage project will be presented to the Committee of the Whole or at a regular Board Meeting for authorization to initiate the acquisition process. Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.

#### BACKGROUND:

As related to real property acquisitions, standard operating procedure has been that staff requests Board approval to initiate the acquisition process, through either the Committee of the Whole workshop or regular Board meeting. This initiation primarily consists of acquiring property appraisals and assessments. Administration has indicated that acquisition of real property related to road and drainage improvement projects should no longer require the Board's approval to authorize staff to initiate the real property acquisition process.

Under this policy, real property acquisitions and property vacations requiring authorization from the Committee of the Whole or Board of County Commissioners in order for staff to initiate the acquisition or vacation process shall be coordinated through the Real Estate Division of Public Works. Real property acquisitions not related to a road or drainage project will be presented to the Committee of the Whole or at a regular Board meeting for authorization to initiate the acquisition process. Board approval will be required prior to the final acquisition of property. Staff will maintain compliance pursuant to Section 46.139, Escambia County Code of Ordinances.



**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen West, Assistant County Attorney, has reviewed the policy as written.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Board's Policy Manual, Parliamentary Procedure, Section I, Part A.1, B (attached), requires that revisions or additions of policies shall be enacted by a majority vote of the Board present.

**IMPLEMENTATION/COORDINATION:**

Upon approval/adoption by the Board of County Commissioners, the County Administrator's Office will ensure the proper notice, distribution, and posting of the Policy to all applicable entities. The Public Works Department will ensure coordination with all appropriate agencies/persons upon approval/adoption of the Policy.

---

**Attachments**

Real Property Acquisitions Vacations Policy

# **Board of County Commissioners**

## **Escambia County, Florida**

Title: Real Property Acquisitions and Property Vacations  
Date Adopted:  
Effective Date: June 2, 2011  
Reference:  
Policy Amended:

---

### **OBJECTIVE**

To establish a policy regarding all Real Property Acquisitions and Property Vacations.

All Real Property Acquisitions and Property Vacations require Board of County Commissioners authorization and approval. Pursuant to Section 46-139, Escambia County Code of Ordinances, the Public Works Real Estate Office will act as designee for the Board of County Commissioners and the County Administrator for any Real Property Acquisition.

After identifying which real property is necessary to acquire in order to facilitate a County project, all departments or entities shall coordinate with the Public Works Real Estate Office. Property Acquisition requests, not related to road and drainage projects, will be presented by the Public Works Real Estate Office to the Committee of the Whole or to the Board of County Commissioners for authorization to initiate the acquisition process.



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

**AI-838** County Administrator's Report Item #: 7. 2.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 06/02/2011  
**Issue:** Request for Disposition of Property  
**From:** Joy D. Blackmon, P.E.  
**Organization:** Public Works  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Requests for Disposition of Property for the Public Works Department - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the Request for Disposition of Property Form, indicating one item, which is described and listed on the Request, with reason for disposition stated. This item is to be sold as described on the supporting documentation.

The surplus property listed on the Request for Disposition of Property has been checked and declared surplus to be sold. The Request has been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

**BACKGROUND:**

The surplus property listed on the Request for Disposition of Property has been checked and declared surplus to be sold. The Request has been signed by all applicable authorities, including Division Manager, Department Director and County Administrator.

**BUDGETARY IMPACT:**

Recoup of funds if/when property is sold.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, Disposing Department, Constitutional Officer, or Outside Agency must put items in good condition on the "Pensacola Community Auction" website for 30 days. All other property will be disposed of according to the Disposition of County Property policies of the BCC.

---

**Attachments**

Request for Disposition of Property

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

DATE: 5/4/11 TO: BOARD OF COUNTY COMMISSIONERS

FROM: Sherry Holland COST CENTER NO: 210402  
Property Custodian (PRINT NAME)

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

ITEM NO.	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CON-DITION
1	56958	Truck Ford	1FDXW46R08EC52707	F450	2008	Wrecked
		<b>SEE ATTACHED</b>	<b>APEX AUTO PARTS</b>	<b>\$2,000.00</b>		

DISPOSAL METHOD:  Junked  Auction / Sold  
 Donated  Other: \_\_\_\_\_

Disposing Dept. Escambia County Road Department

Property Custodian (Signature): Sherry Holland Phone No: 937-2123

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_  
Print Name

Conditions:  Dispose to Charity-Unusable for BOCC  
 Send for recycling-Unusable

Computer is Ready for Disposition  
Date: \_\_\_\_\_ Information Technology Technician Signature: \_\_\_\_\_

TO: County Administration Date: 5/5/2011  
FROM: Escambia County Bureau Terry Gray   
Bureau Chief or designee

RECOMMENDATION: Date: 5/11/11  
TO: Board of County Commissioners  
FROM: County Administration Charles R. Oliver  
Charles R. "Randy" Oliver,  
County Administrator

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 \_\_\_\_\_



56958

03/29/2011 15:13:09



Page: 1

**Property Damage Appraisers**  
Total Loss Condition Report for Assignment Number - 1030127

Company: Escambia County Of Florida - P Owner: unk BCC ROADS  
 Adjuster: MICHELE MOBLEY Policy #: Claim #: BCC ROADS  
 DMG - APPRAISAL

Recommendation: Total Loss Year/Make/Model: 2008/Ford/F450  
 Type of Loss: Collision License/State: TA9896 FL VIN: 1FDXW46R08EC52707

Interior: Average Paint: Average Paint Comments:  
 Engine: 6.4L 8 CYL Mileage: 0  
 Approximate Special Equipment 0.00 Special Equipment:  
 Tires: L/F: 7/32 R/F: 7/32 Spare: 0/32 Size:  
 L/R: 7/32 R/R: 7/32 Type:

Dealer Quotes:

Name	City	Phone	Contact	InStock	Amount
DAVE CORY MOTORS	TRUCKPAPER.COM	(713) 697-1043		Y	29,995.00
SANDERSON FORD	TRUCKPAPER.COM	(800) 726-2374		Y	35,995.00
GULF COAST AUTO SALES	PENSACOL	(850) 982-9975		N	32,500.00

Adjustments:

Description:	Amount
Detail	0.00
Paint	0.00
Tires	0.00
Upholstery	0.00
Old Damage	0.00
	<u>0.00</u>

Salvage Bids:

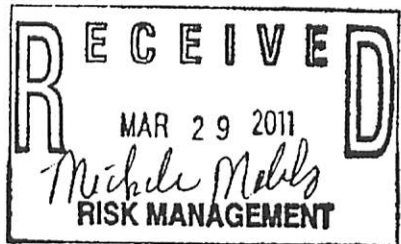
Name	City	Phone	Contact	Amount
APEX AUTO PARTS	PENSACOLA	(800) 675-8512	GLENN	2,000.00
FAIRFIELD AUTO PARTS	PENSACOLA	(850) 457-3467	BILL	1,750.00
GULF COAST AUTO SALES	PENSACOLA	(850) 982-9975	DWAYNE	1,500.00

Salvage Location:

Location	Charges To Date	Rate Per Day	Towing Charges	Owner Interested In Retaining Salvage
	0.00	0.00	0.00	No

Book Quotes:

Description	=	=
	<u>0.00</u>	<u>0.00</u>



03/29/2011 15:13:09



Page: 2

**Property Damage Appraisers**

Total Loss Condition Report for Assignment Number - 1030127

Company: Escambia County Of Florida - P  
Adjuster: MICHELE MOBLEY

Policy #:

Owner: unk BCC ROADS

Claim #: BCC ROADS

DMG - APPRAISAL

ACV Calculations:

<u>Description:</u>	<u>Amount</u>
1)Book Value: Average	0.00
2)Average of Quotes	32,830.00
3)Average Lines 1 & 2	32,830.00
4)Adjustments	0.00
5)Suggested ACV	32,830.00
6)Sales Tax @ 0.000 %	0.00
7)Grand Total	32,830.00

Remarks:

THIS VEHICLE HAS FRONT DAMAGES  
NO ESTIMATE SENT OUT

NADA VALUES UNAVAILABLE  
ALL PRICING LOCATED FORM TRUCKPAPER.COM FOR CAB AND CHASSIS ONLY



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

**AI-808** County Administrator's Report Item #: 7. 3.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 06/02/2011  
**Issue:** Gulf Power Easement for Electrical Service for the future Wedgewood Community Center  
**From:** Joy D. Blackmon, P.E.  
**Organization:** Public Works  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Granting to Gulf Power an Easement for Electrical Service at the Wedgewood Community Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action granting Gulf Power an Easement, in order to supply electrical service to the future Wedgewood Community Center:

- A. Approve, for Gulf Power, an Easement for Electric Service, which will lie five feet on each side of the centerline of the electrical facilities, as installed and/or to be installed, as shown in Exhibit "A" on the property described in Exhibit "B"; and
- B. Authorize the Chairman to execute the Easement for Electric Service document.

**BACKGROUND:**

In order to supply electrical service to the future Wedgewood Community Center, located at 3420 Pinestead Road, Gulf Power is requesting a 10-foot wide Easement for Electric Service.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Stephen West of the County Attorney's Office approved the Easement document, as to form and legal sufficiency, on May 3, 2011.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is consistent with the Board of County Commissioners' mission statement, "To provide efficient, responsive services that enhance our quality of life, meet common needs and promote a safe and healthy community" and meets the objective of improving County infrastructure.

**IMPLEMENTATION/COORDINATION:**

Once the conveyance of the Easement has been approved by the Board and executed by the Chairman, it will be transmitted to Gulf Power and recorded in public records.

---

**Attachments**

GP Easement signed



A SOUTHWEST COMPANY  
 This Legal Document  
 Prepared by William Maudlin  
 Gulf Power Company  
 One Energy Place  
 Pensacola, Florida 32520-0093

**EASEMENT FOR ELECTRIC SERVICE**

Project: New Wedgewood Community Center  
 TAX ID# 26-1S-30-6105-000-001  
 EN# 96334

STATE OF FLORIDA  
 COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ACTING BY AND THROUGH ITS DULY AUTHORIZED BOARD OF COUNTY COMMISSIONERS, whose address is 221 PALAFOX PL, PENSACOLA, FL 32502 (hereinafter "Grantor"), for and in consideration of the sum of One And 00/100 Dollars (\$1.00) in hand paid by GULF POWER COMPANY, A FLORIDA CORPORATION (Grantee), whose address is ONE ENERGY PLACE, PENSACOLA, FLORIDA 32520-0093, the receipt whereof is hereby acknowledged, does hereby grant and convey to said Gulf Power Company, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground and/or overhead electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with the right to allow the attachment of utilities providing communication or related services, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in Escambia County, Florida, to-wit:

A TEN FOOT STRIP (10') OF LAND LYING FIVE FEET (5') ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES AS INSTALLED AND OR TO BE INSTALLED AS SHOWN IN THE ATTACHED EXHIBIT "A" ON THE PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "B".

IT IS UNDERSTOOD AND AGREED THAT SAID FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATION TO BOTH PARTIES.

SHOULD THE GRANTOR CAUSE TO HAVE A SURVEY COMPLETED DESCRIBING THE LOCATION OF THE ELECTRICAL FACILITIES AND EXECUTE A NEW EASEMENT TO GULF POWER COMPANY THE GRANTEE AGREES TO RELEASE THIS EASEMENT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

for the transmission, distribution, supply and sale to the public for power, heat and light, together with all rights and privileges necessary or convenient for the full enjoyment and use thereof, including the right of ingress and egress to and from said lines and also the right to cut down, trim and chemically treat any trees and undergrowth within the easement areas or adjacent to said easement areas that may interfere with the safe operation of said lines.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

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

Attest: Ernie Lee Magaha  
 Clerk of the Circuit Court

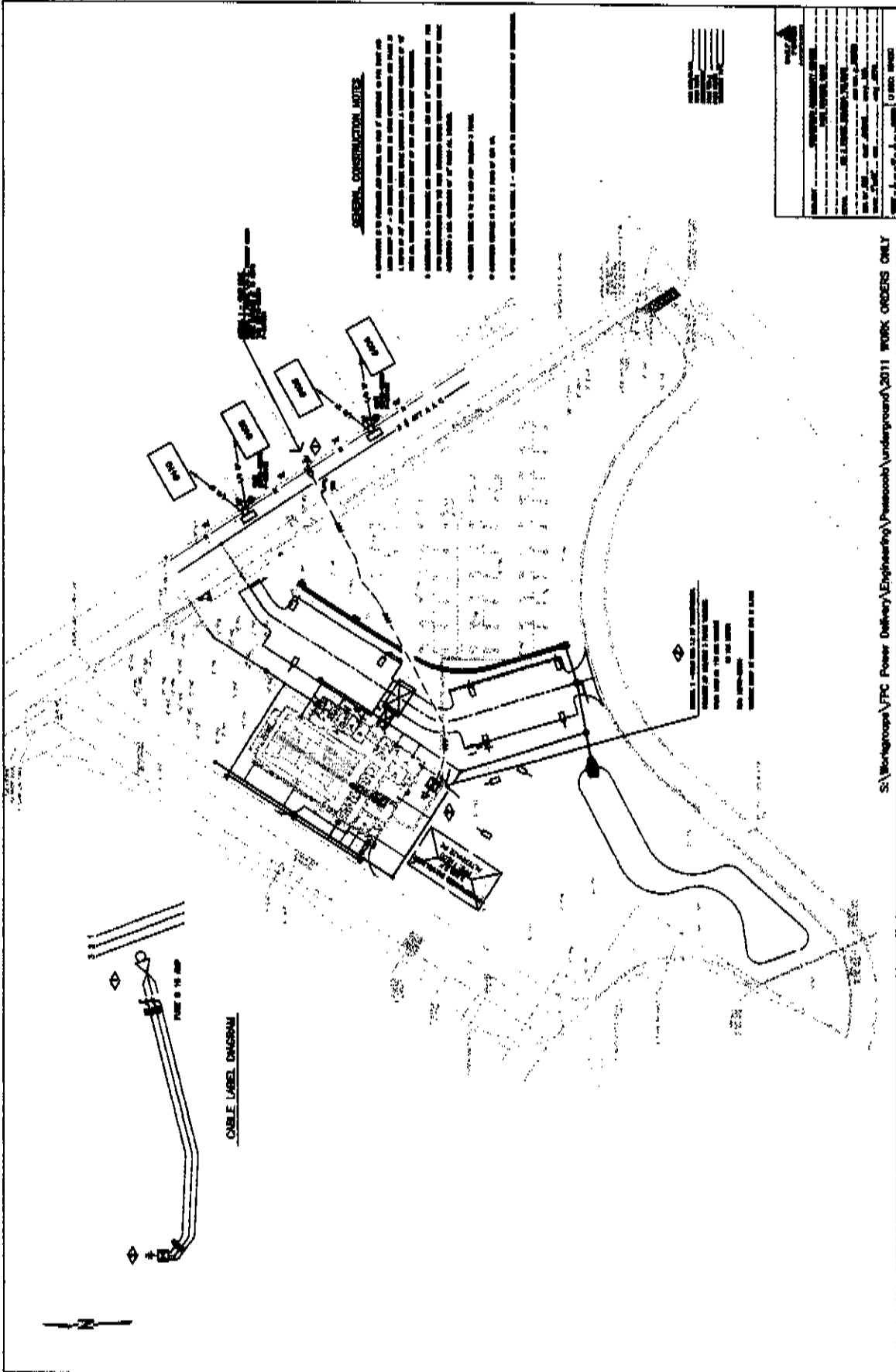
By: \_\_\_\_\_  
 Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]  
 Title: Asst. County Attorney  
 Date: May 3, 2011



**EXHIBIT "A"**



**GENERAL CONSTRUCTION NOTES**

- 1. CONTRACTOR TO PROVIDE AND MAINTAIN THE USE OF EXISTING AND NEW POWER AND TELEPHONE LINES TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD.
- 2. CONTRACTOR TO PROVIDE AND MAINTAIN THE USE OF EXISTING AND NEW POWER AND TELEPHONE LINES TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD.
- 3. CONTRACTOR TO PROVIDE AND MAINTAIN THE USE OF EXISTING AND NEW POWER AND TELEPHONE LINES TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD.
- 4. CONTRACTOR TO PROVIDE AND MAINTAIN THE USE OF EXISTING AND NEW POWER AND TELEPHONE LINES TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD.
- 5. CONTRACTOR TO PROVIDE AND MAINTAIN THE USE OF EXISTING AND NEW POWER AND TELEPHONE LINES TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD.
- 6. CONTRACTOR TO PROVIDE AND MAINTAIN THE USE OF EXISTING AND NEW POWER AND TELEPHONE LINES TO THE SITE THROUGHOUT THE CONSTRUCTION PERIOD.

NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...

NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

S:\Workgroups\TFC Power Delivery\Engineering\Passcode\undground\2011 WORK ORDERS ONLY

**EXHIBIT "B"**

A PARCEL OF LAND IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 2, BLOCK 9, UNIT NO. 1, WEDGEWOOD SUBDIVISION (PLAT BOOK 5, PAGE 14) THENCE RUN NORTH 36 DEGREES 45'25" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAGNER STREET A DISTANCE OF 1084.87 FEET; THENCE DEPART SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 55 DEGREES 25'54" WEST, A DISTANCE OF 202.26 FEET; THENCE RUN NORTH 34 DEGREES 04'30" WEST, A DISTANCE OF 16.78 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF BLOCK B OF WEDGEWOOD UNIT NO. 2, A SUBDIVISION OF A PORTION OF SAID SECTION AS RECORDED IN PLAT BOOK 7, AT PAGE 59 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 55 DEGREES 55'30" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1681.61 FEET; THENCE RUN SOUTH 34 DEGREES 08'27" EAST A DISTANCE OF 860.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE GULF POWER COMPANY'S EASEMENT; THENCE RUN SOUTH 48 DEGREES 53'45" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 351.00 FEET; THENCE RUN NORTH 55 DEGREES 55'20" EAST A DISTANCE OF 1346.13 FEET; THENCE RUN NORTH 44 DEGREES 25'32" EAST A DISTANCE OF 507.92 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING 51.62 ACRES IN AREA MORE OR LESS.



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

AI-870

County Administrator's Report Item #: 7. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 06/02/2011

Issue: Request for Disposition of Property

From: Mike Weaver

Organization: Public Safety

CAO Approval:

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**Information**

**RECOMMENDATION:**

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

That the Board approve the Request for Disposition of Property Forms for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.

**BACKGROUND:**

Escambia County establishes policy for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statutes 274.07.

**BUDGETARY IMPACT:**

Proceeds from the sale of equipment which is auctioned off will be returned to the Fund which was used for the original purchase of the property.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Florida Statutes 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, the items to be auctioned off will be posted on "PensacolaCommunity Auction.Com" for public bidding. All other items will be disposed of in an appropriate manner.

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**Attachments**

Property Dispositions for Public Safety June 2nd BCC

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims DATE: 5/6/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49423	Ford - Ambulance Unit (05)	1FDWF36FXEYEC97021	F350	2001	Bad
Y	50545	Ford - Ambulance Unit (07)	1FDWF36F32EA29385	F350	2001	Bad
Y	50547	Ford - Ambulance Unit (09)	1FDWF36F72EA29387	F350	2001	Bad
Y	52615	Ford - Ambulance Unit (14)	1FDWF36P94EA10254	F350	2004	Bad
Y	52616	Ford - Ambulance Unit (15)	1FDWF36P94EA02705	F350	2004	Bad
Y	52617	Ford - Ambulance Unit (old 16)	1FDWF36P54EA27276	F350	2004	Bad

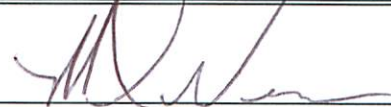
Disposal Comments: No longer of use to ECEMS. Send to auction with resulting proceeds returned to Fund 351 (LOST II).

INFORMATION TECHNOLOGY (IT Technician): N/A  
 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:  N/A

TO: County Administration Date: 5/9/11  
 FROM: Public Safety Department Department Director (Signature): 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 5/25/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
  
 Charles R. "Randy" Oliver,  
 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



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

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330302

John Sims DATE: 5/6/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5557

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49423	Ford - Ambulance Unit (17)	1FDWF36P44EA58261	F350	2004	Bad
Y	53011	Ford - Ambulance Unit (18)	1FDWF36P44EC24889	F350	2004	Bad

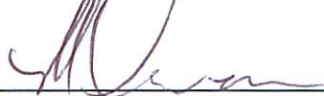
Disposal Comments: No longer of use to ECEMS. Send to auction with resulting proceeds returned to Fund 351 (LOST II).

INFORMATION TECHNOLOGY (IT Technician): N/A  
 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:    N/A

TO: County Administration Date: 5/9/11  
 FROM: Public Safety Department Department Director (Signature): 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 5/25/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver,  
 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

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Dept.: Public Safety COST CENTER NO: 330401

John Sims DATE: 5/4/2011  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): \_\_\_\_\_ Phone No: \_\_\_\_\_

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	48748	Chevrolet SUV	1GNDDT13WOYK290858	Blazer	2000	Fair
Y	50152	Ford Sedan	2FAFP71W31X201837	Crown Vic	2001	Poor

Disposal Comments: No longer useful for County Emergency Management. Send to auction or other County department. Auction proceeds for 48748 to be returned to Fund 351 (LOST II) and, for 50152 to be returned to Fund 143 (Fire Protection).

INFORMATION TECHNOLOGY (IT Technician): \_\_\_\_\_ N/A  
 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: \_\_\_\_\_ N/A

TO: County Administration Date: 5/9/11  
 FROM: Public Safety Department Department Director (Signature): 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 5/25/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver,  
 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



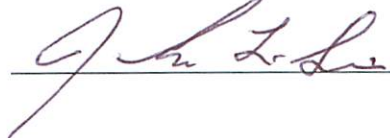
# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330403/330302

John Sims DATE: 18-May-11

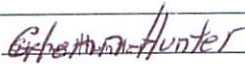
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	49160	Computer	FQYZ401	GX110	2000	Obsolete
Y	49164	Computer	5SYZ401	GX110	2000	Obsolete
Y	54848	Computer	JCKSQ91	GX620	2006	Obsolete
N	52643	Toughbook 29	3KKYA04193MU60	Toughbook	2003	Obsolete
N	53902	Toughbook 29	ASBKSA96861	Toughbook	2005	Obsolete
N	53686	Toughbook 29	8Y7QT51	Toughbook	2005	Obsolete

Disposal Comments: \_\_\_\_\_

INFORMATION TECHNOLOGY (IT Technician):   
Print Name


Conditions:  Dispose-Good Condition-Unusable for BOCC  
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 5/18/2011 Information Technology Technician Signature: 

TO: County Administration Date: 5/18/11  
FROM: Public Safety Department Department Director: 

Department Director (Print Name): Michael D. Weaver

RECOMMENDATION: Date: 5/25/11  
TO: Board of County Commissioners  
FROM: County Administration  
  
Charles R. "Randy" Oliver,  
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 \_\_\_\_\_

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department  
 FROM: Disposing Bureau: Public Safety COST CENTER NO: 330202

John Sims DATE: 11-May-11  
 Property Custodian (PRINT FULL NAME)

Property Custodian (Signature):  Phone No: 475-5530

**REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:**

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	52275	Waverunner	YAMA3209H304	X1200	2003	Inoperable
Y	52611	Waverunner	YAMA3288H304	X1200	2003	Inoperable
N	44447	Pick up truck	1FTJW35H4VEA29806	F350	1996	Poor

Disposal Comments: Send to auction with proceeds to be returned to Fund 143

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 5/10/2011  
 FROM: Public Safety Department Department Director (Signature): \_\_\_\_\_

Department Director (Print Name) Michael D. Weaver

RECOMMENDATION: Date: 5/25/11  
 TO: Board of County Commissioners  
 FROM: County Administration  
Charles R. Oliver  
 Charles R. "Randy" Oliver, (\_\_\_\_\_  
 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



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

**AI-845**

**County Administrator's Report Item #: 7. 5.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 06/02/2011

**Issue:** Request to Schedule a Public Hearing - Oak Grove Landclearing Debris Pit - Owned by Escambia County

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

**Organization:** Solid Waste

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning a Request to Schedule a Public Hearing for Consideration of the Renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Pit, Owned by Escambia County - Patrick T. Johnson, Solid Waste Management Department Director

That the Board authorize the scheduling of a Public Hearing for June 16, 2011, at 5:32 p.m., for consideration of the renewal of a Permit to Construct, Operate, Modify or Close a Construction and Demolition Debris or Land Clearing Disposal Management Facility, for Oak Grove Land Clearing Debris Pit, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County.

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

**BACKGROUND:**

The Oak Grove Land Clearing Debris Pit is needed for the citizens of the north-end of the County. The pit operates under the guidelines established under Escambia County Ordinance 2006-24, and Rules 62-4.540 and 62-701.803, Florida Administrative Code. The site is designed for the convenience, scale of economy, and ease of access to residents of North Escambia County.

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:**

Funding is available in 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:**

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

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.

---

**Attachments**

Oak Grove Permit

Oak Grove Application



## **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 Landclearing Debris Disposal Facility**

<b>Permittee:</b>	<b>Escambia County BOCC</b>
<b>Facility Name:</b>	<b>Oak Grove Landclearing Debris Pit</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>1996-1-001LDD</b>
<b>Original Date of Issue:</b>	<b>December 23, 1996</b>
<b>Renewal Date:</b>	<b>June 16, 2011</b>
<b>Expiration Date:</b>	<b>June 15, 2012</b>
<b>Development Review #:</b>	<b>N/A</b>
<b>Date:</b>	<b>-----</b>
<b>Total Acreage of Facility:</b>	<b>26 Acres</b>
<b>Total Area Licensed for Disposal:</b>	<b>20 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 Landclearing Debris Disposal facility located on a 26-acre site at 745 County Road 99 North, Walnut Hill, FL in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received 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. Permittee is 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**

Operational hours for receiving materials are limited to Monday through Friday between 7:00 a.m. and 5:00 p.m. Saturday hours will be limited to 7:00 a.m. until 3:00 p.m. Notwithstanding the above, cover may be applied after the operational hours but in no case after sundown. Operations are not permitted 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**

Paved queuing and ingress and egress areas are provided by operator/owner; thus, 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.

745 County Road 99 North, Walnut Hill, FL., 0.5 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 1996-1-001LDD. 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: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Title: ASST. COUNTY ATTORNEY  
Date: MAY 23, 2011

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

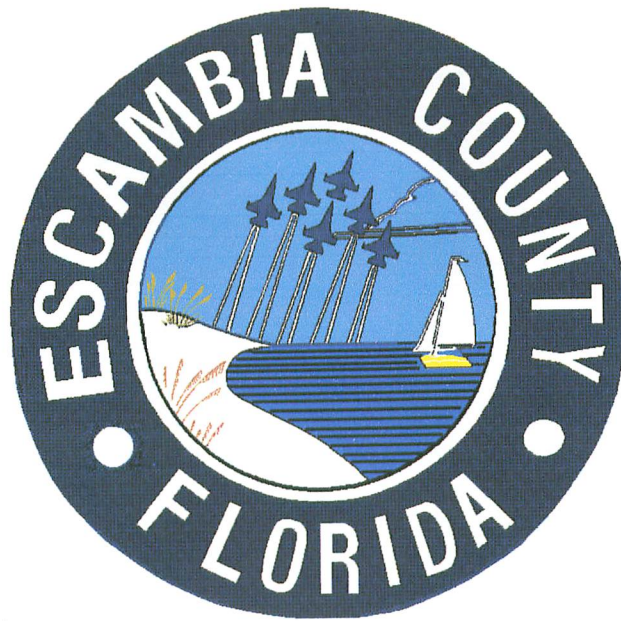
Permit Issue Date: June 16, 2011

Permit Expiration Date: June 15, 2012

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

\_\_\_\_\_  
Signature

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



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:

- New
- Renewal
- Substantial Modification
- Intermediate Modification
- Minor Modification

4. Facility name: Oak Grove Land Clearing Debris Disposal Pit

5. ID Number: #87280

6. Facility location (main entrance): 745 County Road 99  
Oak Grove area of Escambia County (Walnut Hill)

7. Location coordinates:

Section: 4 Township: 4N Range: 32W

Latitude: 30 ° 53 ' 48 " Longitude: 87 ° 26 ' 57 "

8. Applicant name (operating authority): Department of Solid Waste Management

Mailing address: 13009 Beulah Road Cantonment FL Escambia 32533  
Street or P.O. Box City County Zip

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: DOBUTLER@CO.ESCAMBIA.FL.US

9. Authorized agent/consultant: DOYLE BUTLER

Mailing address: 13009 Beulah Road Cantonment FL Escambia 32533  
Street or P.O. Box City County Zip

Contact person: Doyle Butler Telephone: (850) 937-2148

Title: Engineering Project Coordinator Email: DOBUTLER@CO.ESCAMBIA.FL.US

10. Landowner (if different than applicant): Escambia Co. BOCC

Mailing address: 13009 Beulah Road Cantonment FL Escambia 32533  
Street or P. O. Box City County Zip

Contact person: Pat Johnson Telephone: (850) 937 2160

Email: ptjohnson@coEscambia.fl.us

11. Date site will be ready to be inspected for completion: 5/20/2011

12. Expected life of the facility: 7 years years

13. Estimated costs:

Total Construction: \$ Completed Closing Costs: \$ \_\_\_\_\_

14. Anticipated construction starting and completion dates:

From: Completed To: \_\_\_\_\_

15. Expected volume or weight of waste to be received: 58 yds<sup>3</sup>/day.



**B. DISPOSAL FACILITY GENERAL INFORMATION**

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

The Oak Grove Landclearing Debris Pit is a 26 acre site w/ 20 acres used as a repository for landclearing debris. The site is a former borrow pit with an uneven bottom surface, which accepts landclearing debris generated by residents of the North end of Escambia County.

2. Facility site supervisor: Pat Johnson

Title: Director Telephone: (850) 937-2160

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

3. Disposal area: Total 20 acres; Used 10 acres; Available 10 acres

4. Security to prevent unauthorized use:  Yes  No

5. Charge for waste received: \$7.86 \$/yds<sup>3</sup> \_\_\_\_\_ \$/ton

6. Surrounding land use, zoning:

<input type="checkbox"/>	Residential	<input type="checkbox"/>	Industrial
<input checked="" 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: 2

10. Site located in:  Floodplain  Wetlands  Other X

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

12. Days of operation: Mon thru Fri & Sat

13. Hours of operation: 8:00am -4:30 pm

14. Days Working Face covered: \_\_\_\_\_

15. Elevation of water table: 182 Ft. (NGVD 1929)

16. Storm Water:

Collected: [] Yes [] No

Type of treatment: Retention via pit depressions

Name and Class of receiving water: Little Pine barren Creek > 800 ' away

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: \_\_\_\_\_

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

19. Development Order issued.

[  ] No [  ] Yes

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

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

1. Applicant:

The undersigned applicant or authorized representative of Escambia County BOC is aware that statements made in this form and attached information are an application for a Land Clearing Debris Pit Permit 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.

Doyle Butler  
Signature of Applicant or Agent

Doyle Butler, Engineering. Project Coordinator  
Name and Title (please type)

DOBUTLER  
E-mail address (if available)

13009 Beulah Road  
Mailing Address

Cantonment Florida 32533  
City, State, Zip Code

( 850 ) 937-2148  
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

\_\_\_\_\_  
Name and Title (please type)

\_\_\_\_\_  
Florida Registration Number  
(Please affix seal)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address (if applicable)

( )  
Telephone Number

\_\_\_\_\_  
Date



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

**AI-891** County Administrator's Report Item #: 7. 6.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 06/02/2011  
**Issue:** Advertising Services Agreement with Pensacola State College  
**From:** Marilyn D. Wesley, Department Director  
**Organization:** Community Affairs  
**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning an Advertising Services Agreement between Escambia County Area Transit (ECAT) and Pensacola State College (PSC) - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the County Administrator to sign an Advertising Services Agreement between Escambia County Area Transit (ECAT) and Pensacola State College (PSC), providing advertising services on ECAT vehicles for effective dates of January 1, 2011, through May 10, 2011.

**BACKGROUND:**

ECAT has previously contracted services for bus advertising sales. This contractual relationship has recently dissolved, with the advertising agreement for PSC remaining unclarified. This Advertising Services Agreement allows ECAT to invoice PSC for the outstanding issues, thereby rectifying the previously unresolved matter.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Advertising Services Agreement has been approved as to form and legal sufficiency by both the County Attorney Office and General Counsel for Pensacola State College.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires the approval of all such agreements with contracted entities.

**IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs and ECAT will continue to coordinate with PSC on all matters concerning this Agreement.

---

## **Attachments**

Advertising Services Agreement between ECAT and Pensacola State College



**ADVERTISING SERVICES AGREEMENT BETWEEN  
ESCAMBIA COUNTY AREA TRANSIT AND PENSACOLA STATE COLLEGE**

**THIS AGREEMENT** entered into between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as "County") and The District Board of Trustees of Pensacola State College, Florida, whose administrative office address is 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter referred to as "Advertiser") each at times being referred to as "Party" or "Parties".

**WITNESSETH:**

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. Effective January 1, 2011, the County, by and through Escambia County Area Transit (ECAT), a division of the Escambia County ~~Transportation Bureau~~, shall provide Advertiser with advertising services for leased space on ECAT vehicles subject to the terms and conditions set forth herein. \*Department of Community Affairs (ES)

2. The County shall provide space for the placement of advertising on the following ECAT vehicles:

<u>Vehicle #</u>	<u>Space</u>	<u>Expiration Date</u>
0636	Full Bus	3/31/11
9613	½ Bus	5/10/11
<b>9824</b>	½ Bus	<b>3/31/11</b>
9926	½ Bus	4/7/11

3. The Advertiser shall pay the County advertising fees according to the following rate schedule:

<u>Vehicle #</u>	<u>Rate</u>
0636	Paid in Full; \$0 Balance
9613	Paid in Full; \$0 Balance
<b>9824</b>	<b>\$250/month for January, February and March 2011 only</b>
9926	Paid in Full; \$0 Balance

4. Invoices are due no later than the fifteenth of each month in which advertising services are provided. Failure to make timely payment shall constitute a breach of the agreement, and the remaining balance of the agreement shall become due and payable

5. This agreement shall expire on May 10, 2011, the last expiration date as indicated in Paragraph 2. The County shall reserve the right to terminate this agreement with or without cause and remove any advertising from leased space upon providing twenty four (24) hours notice to Advertiser.

6. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pensacola State College  
Attn: C. Edward Meadows, President  
1000 College Boulevard  
Pensacola, FL 32504

To: Escambia County  
Attn: Kenneth Gordon  
Escambia County Area Transit  
1515 West Fairfield Drive  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

7. The Parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. 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.

9. The Parties acknowledge that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right, or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

10. Nothing in this Agreement can be deemed by the Parties or any third party to create the relationship of principle and agent partnership, joint venture or similar relationship between the County and the Advertiser.

11. This agreement becomes effective upon execution and delivery by both Parties ("contract closing date"). The Parties acknowledge they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties except as expressed in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, a political subdivision of the State of Florida, signing by and through its County Administrator, duly authorized to execute same, and The District Board of Trustees of Pensacola State College, Florida, signing by and through its President, duly authorized to execute same.

COUNTY: Escambia County, Florida, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Charles R. "Randy" Oliver  
County Administrator

\_\_\_\_\_  
Witness

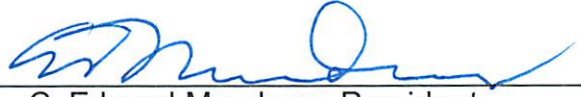
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness


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

ADVERTISER: The District Board of Trustees of Pensacola State College, Florida, the governing body of an agency of the State of Florida

This document approved as to form  
and sufficiency  
  
Title: HCA  
Date: 5/18/11

By:   
C. Edward Meadows, President  
6th day of May, 2011

Approved as to Form:

By:   
Thomas J. Gilliam, Jr.,  
General Counsel for Pensacola State College



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

**AI-895**

**County Administrator's Report Item #: 7.7.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 06/02/2011

**Issue:** Policy Relating to Canals

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

**Organization:** Public Works

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning a Policy Relating to Canals (C/W Item 7) – Joy D. Blackmon, P.E.,  
Public Works Department Director

That the Board adopt the following definitions: Canal, canal lying within a recorded Plat and Florida Sovereign Submerged Lands (Attachment 1). Recommendation from 12 May 2011 Committee of the Whole workshop; adopting a Policy for the public canal, establishing a Municipal Service Benefit Unit (MSBU) to defray costs for maintenance dredging publicly-dedicated canals (Lafitte Cove Canal, Siguenza Cove Canal, and Bayou Grande Villa Canal), if maintenance dredging is desired by the property owners; alternatively, (the property) owners can maintain without the use of a MSBU.

**BACKGROUND:**

The Board discussed and agreed to the definitions provided at the May 12, 2011 Committee of the Whole. The Board further agreed the future dredging or maintenance of Siguenza Cove, Lafitte Cove and Bayou Grande Villa will require the establishment of an MSBU. These canals were determined to be the only canals dedicated to the public or having a public easement.

**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

Attachment 1



Attachment 1:

**Definitions**

**Canal:** a manmade trench covered by water that serves as a waterway for transportation.

**Canal lying within a recorded Plat:** a trench that lies within the described boundary of a platted subdivision and is dedicated to the public and accepted by the Board of County Commissioners will be maintained through the MSBU process; or if stated to be private, will be maintained by the homeowners association or the land owners.

**Florida Sovereign Submerged Lands:** Tidal lands, sand bars, shallow banks, and lands waterward of the mean high water line, beneath navigable fresh water, or beneath tidally-influenced waters.



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

**AI-894** County Administrator's Report Item #: 7. 8.  
**BCC Regular Meeting** Technical/Public Service Consent  
**Meeting Date:** 06/02/2011  
**Issue:** Reassigning Excess Property  
**From:** Ron Sorrells  
**Organization:** Human Resources  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning the Reassigning of Excess Property for the Human Resources Department - Ron Sorrells, Human Resources Department Director

That the Board approve the Report of Reassigned Excess Property Form, transferring the below-listed vehicles and light bars to the Sheriff's Office, Cost Center 220902:

<u>Property Number</u>	<u>Vehicle Identification Number</u>	<u>Description</u>
047399	1GTCS1440X8515649	1999, GMC, Sonoma
058851	2G1WD5EMXA1249637	2010, Chevrolet, Impala
058851		Light Bar
058852	2G1WD5EMXA1249444	2010, Chevrolet, Impala
058852		Light Bar

**BACKGROUND:**

The vehicles and light bars were purchased for use by the Sheriff's Office for handicapped parking enforcement, Fund 130 (Sheriff's Handicapped Parking), Cost Center 140602, and Machinery & Equipment Account 56401. They are currently carried on the Human Resources Fixed Asset Inventory, Department Cost Center 140602 and Account 540104.

**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**

Reassigned Excess Form

**REPORT OF REASSIGNED EXCESS PROPERTY  
 ESCAMBIA COUNTY, FLORIDA**

EXCESS PROPERTY CANNOT BE REASSIGNED ON THE  
 PROPERTY RECORDS UNTIL THIS FORM HAS BEEN  
 COMPLETED AND SIGNED BY PROPERTY CUSTODIAL  
 CLOSING/GAINING

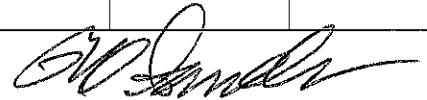
To: Clerk of the Court and Comptroller's Finance Dept

From: Property Custodian Human Resources

Date: May 2, 2011

Item(s) of County owned tangible personal property excess to the needs of this department available for reassignment are listed Below. I certify that the item(s) listed are in a usable and operational condition.

SECTION 1 - EXCESS PROPERTY						
Item No	Property No.	Item Name	Serial Number	Model	Year	
1	058851 - 04489	Chevrolet, Impala	2G1WD5EMXA1249367 637	Impala	2010	
2	058851 - 04496	Light Bar				
3	058852 - 04488	Chevrolet, Impala	2G1WD5EMXA1249444	Impala	2010	
4	058852 - 04487	Light Bar				

  
 Signature - Property Custodian


To: Clerk of the Court and Comptroller's Finance Dept

Date: 5/2/11

Reassignment of County tangible property enumerated in Section II has occurred. These changes should be entered on the property records. Custody has been or will be assumed by the gaining custodian on the date preceding the custodian's signature.

SECTION II - REASSIGNMENT OF EXCESS PROPERTY					
Item No	Property No.	Department Name	Cost Center	Date	
1	058851	Sheriff's Office	220902		
2	058851	Sheriff's Office	220902		
3	058852	Sheriff's Office	220902		
4	058852	Sheriff's Office	220902		

I certify that I assume custody of the Item of county property on line with my signature.

  
 Signature - Property Custodian

**REPORT OF REASSIGNED EXCESS PROPERTY  
 ESCAMBIA COUNTY, FLORIDA**

EXCESS PROPERTY CANNOT BE REASSIGNED ON THE  
 PROPERTY RECORDS UNTIL THIS FORM HAS BEEN  
 COMPLETED AND SIGNED BY PROPERTY CUSTODIAL  
 CLOSING/GAINING

To: Clerk of the Court and Comptroller's Finance Dept

From: Property Custodian Human Resources

Date: May 2, 2011

Item(s) of County owned tangible personal property excess to the needs of this department available for reassignment are listed Below. I certify that the item(s) listed are in a usable and operational condition.

SECTION 1 - EXCESS PROPERTY					
Item No	Property No.	Item Name	Serial Number	Model	Year
1	047399	Truck-Parking Enf	1GTCS1440X8515649	GMC, Sonoma	1999

  
 Signature - Property Custodian

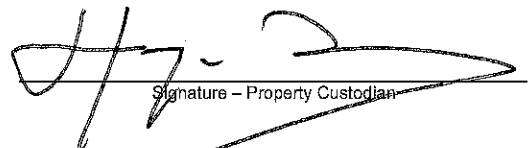
To: Clerk of the Court and Comptroller's Finance Dept

Date: 5-2-11

Reassignment of County tangible property enumerated in Section II has occurred. These changes should be entered on the property records. Custody has been or will be assumed by the gaining custodian on the date preceding the custodian's signature.

SECTION II - REASSIGNMENT OF EXCESS PROPERTY					
Item No	Property No.	Department Name	Cost Center	Date	
1	047399	Sheriff's Office	220902	5-6-11	02E16

I certify that I assume custody of the item of county property on line with my signature.

  
 Signature - Property Custodian





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

**AI-897**

**County Administrator's Report Item #: 7. 9.**

**BCC Regular Meeting**

**Technical/Public Service Consent**

**Meeting Date:** 06/02/2011

**Issue:** Group Medical Insurance

**From:** Ron Sorrells

**Organization:** Human Resources

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the County's Group Medical, Life, and Disability Insurance - Ron Sorrells, Human Resources Department Director

That the Board take the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance) to extend the Accounting and Retention Agreement through September 30, 2012:

A. Approve the Blue Cross Blue Shield of Florida, Inc., Health Options, Inc., Accounting and Retention Agreement; and

B. Authorize the County Administrator to sign the Agreement.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

**BACKGROUND:**

In 2008, The County signed an agreement with Blue Cross Blue Shield relating to pro-sharing. When we went to bid in 2009 our original agreement was terminated in accordance with the clause in the original agreement. Blue Cross Blue Shield has agreed to extend the agreement through September 30, 2012.

**BUDGETARY IMPACT:**

Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Assistant County Attorney, Kristin Hual, has reviewed this policy for content and compliance.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Hlth Option Accting and Retention Agreement

**BlueCross BlueShield Of Florida, Inc.**  
**Health Options, Inc.**  
**Accounting & Retention Agreement**

This is an agreement (hereinafter "Agreement") between BlueCross BlueShield of Florida, Inc. (hereinafter referred to as "BCBSF"), located at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 and Escambia County Board of County Commissioners, (hereinafter "the Group") located at 221 Palafox Place, Suite 200, Pensacola, Florida 32502.

**WHEREAS**, the Group requests BCBSF to provide a PPO Program, (hereinafter "the Program") to its employees/members (herein "Group Member(s)"), and

**WHEREAS**, BCBSF has agreed to provide the insurance part of the Program, and

**WHEREAS**, each of the parties to this Agreement seeks to set forth, in writing, the terms and conditions of their Agreement,

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

**I. TERM**

The term of this Agreement shall begin on October 1, 2009, (the Effective Date) and shall end on September 30, 2012, (the Termination Date), unless otherwise terminated or renewed in accordance with the provisions of this Agreement.

**II. BENEFIT PLAN**

BCBSF agrees to administer the Group's health benefit plans (hereinafter referred to as the "Benefit Contracts"), which are hereby incorporated by reference into this Agreement.

**III. PREMIUM PAYMENTS**

The premium rates, prepayment fees and supplemental charges for the Program are payable in advance to BCBSF at the address set forth above. The premium rates will be set forth in Exhibit A once the premium rates are agreed upon by the parties.

**IV. ACCOUNTING**

- A) Within one hundred twenty days of the end of the term of this Agreement, BCBSF shall prepare and furnish to the Group an accounting of such term's operations.
- B) This accounting shall include operations under all coverages of the Program and shall set forth the following
  - a. Earned Premium,
  - b. Incurred Claims (less claims in excess of the \$250,000 pooling level),
  - c. Pooled Claim Charge, and

d. Administrative Charge.

- C) If Earned Premium is greater than the sum of Incurred Claims (less claims in excess of the \$250,000 pooling level), Pooled Claim Charge and Administrative Charge, 75% of this excess will be returned to the Group.

However, if the group cancels prior to January 31, 2013, any such excess will not be available for return to the Group.

- D) If Earned Premium is less than the sum of Incurred Claims (less claims in excess of the \$250,000 pooling level), Pooled Claim Charge and Administrative Charge, the deficit will be retained by BCBSF.

- E) If the Group issues a bid at any time after the date they sign this Agreement and prior to the termination date of this agreement, any excess premium available will not be returned to the Group. A bid will be defined as, but not be limited to, a competitive bid as described in section 112.08 of the Florida Statutes.

## **V. TERMINATION**

Either party may terminate this Agreement at any anniversary of the effective date, by giving the other party at least forty-five days prior written notice of such termination.

## **VI. MODIFICATION OF RATES**

Rates for the first twelve months of this Agreement will remain in effect, as will be set forth in Exhibit A, provided there is no material change to the Benefit Contracts, the enrollment, or any other risk factor, as determined by BCBSF.

Thereafter, all rates set forth in Exhibit A of this Agreement are subject to change by BCBSF at any time following at least forty-five days prior written notice to the Group.

The renewal rates for the period October 1, 2010 through September 30, 2011 and October 1, 2011 through September 30, 2012 will be set forth and presented to the Group on a revised Exhibit A. All other provisions of this Agreement shall remain in effect without modification.

## **VII. LATE PAYMENT/CHARGE**

In the event the Group fails to make any payment due under this Agreement, in full, prior to the applicable due date, such payment may be made to BCBSF up to ten days after such due date without a late payment charge. Payments received by BCBSF eleven to thirty-one days after such due date are subject to a late payment charge. The Group shall pay any late payment charge to BCBSF immediately upon receipt of the notice of such charge.

In the event any charge under this Agreement is not paid, in full, by the Group to BCBSF within thirty-one days after the applicable due date, this Agreement will automatically terminate as of the applicable due date. In the event this Agreement terminates

retrospectively for any reason, the Group shall be liable, in addition to all other liabilities set forth in this Agreement, for any claim(s) paid by BCBSF that were incurred after the termination date.

#### **VIII. INCONSISTENCIES**

If the provisions of this Agreement are, in any way, inconsistent with the provisions of the Benefit Contract(s), then the provisions of this Agreement shall prevail, and the other provisions shall be deemed modified but only to the extent necessary to implement the intent of the parties expressed herein.

#### **IX. SURVIVAL**

The rights and obligations of the parties, as set forth herein, shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

#### **X. WAIVER OF BREACH**

The failure by either party, at any time, to enforce or to require the strict adherence to any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision of this Agreement.

#### **XI. GOVERNING LAW**

This Agreement, and the rights of the parties hereunder, shall be construed according to the laws of the State of Florida.

#### **XII. SEVERABILITY**

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

#### **XIII. AMENDMENT**

This Agreement may be amended at any time upon mutual, written agreement of both parties, except that BCBSF may make changes necessary to comply with State and Federal laws upon sixty days notice to the Group.

#### **XIV. ENTIRE AGREEMENT**

This Agreement, including its Exhibits, the application(s) for coverage, and the Benefit Contract(s) constitute the entire Agreement between the Group and BCBSF. Any prior agreements, promises, or representations, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, are of no force or effect.



**XV. NOTICES**

Any notice, required or permitted under this Agreement, shall be deemed given if hand delivered or if mailed by United States mail, or an overnight mail service (e.g., Federal Express), postage prepaid, to the applicable address as set forth above or to such other address as a party may designate, in writing, to the other party. Such notice shall be deemed effective as of the date so deposited or delivered.

**XVI. PROVIDER NETWORKS**

BCBSF's Health Care Provider Networks are subject to change and may be modified at any time during the term of this Agreement without notice to or consent of the Group or any Group Member.

**BlueCross BlueShield Of Florida, Inc.**

**Escambia County Board Of County Commissioners**

**By**

**By**

**Name** Joseph C. Gregor

**Name (Typed)** Charles R. "Randy" Oliver

**Title** Vice President and Chief Underwriting Officer

**Title** County Administrator

**Date**

**Date**

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

This document approved as to form and legal sufficiency.

By: *[Signature]*

Title: ACT

Date: 3/9/11

Exhibit A  
 Accounting & Retention Agreement  
 Escambia County Board Of County Commissioners  
 Group Number 97035  
 October 1, 2009 through September 30, 2010

**A) Premium Rates**

<u>BlueOptions 1552</u>		<u>BlueOptions 1352</u>	
Employee Only	\$451.77	Employee Only	\$415.68
Employee & Spouse	\$1,045.72	Employee & Spouse	\$963.30
Employee & Child	\$1,018.93	Employee & Child	\$924.29
Employee & Family	\$1,477.99	Employee & Family	\$1,329.92
Spouse Only(*)	\$593.95	Spouse Only(*)	\$547.62
Child Only(*)	\$567.16	Child Only(*)	\$508.61
Spouse & Child(*)	\$1,026.22	Spouse & Child(*)	\$914.24
 <u>BlueOptions 1168</u>		 <u>BlueOptions 1169</u>	
Employee Only	\$335.94	Employee & Spouse	\$799.95
		Employee & Child	\$720.05
		Employee & Family	\$1,039.62
		Spouse Only(*)	\$464.01
		Child Only(*)	\$384.11
		Spouse & Child(*)	\$703.68

**B) Administrative Charge**

15.13% of Earned Premium

**C) Pooled Claim Charge**

1.25% of Earned Premium

(\*) Dependents Of BlueMedicare Enrollees



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

**AI-904** County Administrator's Report Item #: 7. 10.

**BCC Regular Meeting** Technical/Public Service Consent

**Meeting Date:** 06/02/2011

**Issue:** Transfer of Two Surplus Gillig Buses from Escambia County to Bay Town Trolley/Bay County Transportation Planning Organization (TPO)

**From:** Marilyn D. Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Transfer of Two Surplus Gillig Buses from Escambia County to Bay Town Trolley/Bay County Transportation Planning Organization (TPO) - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve the transfer of two Escambia County Area Transit (ECAT) 1996 Gillig buses, Asset Numbers 044041 and 044042, surplus by the Board on September 16, 2010, to Bay Town Trolley/Bay County Transportation Planning Organization (TPO).

**BACKGROUND:**

Escambia County Area Transit (ECAT) operated the buses from their purchase in 1996 until the buses were removed from inventory via surplus by the Board at the September 16, 2010 BCC Meeting. The buses were purchased with a grant from the Federal Transit Administration (FTA), who considers these buses to have a 10-year useful life span. FTA no longer has a financial interest in the vehicles, but encourages FTA-funded transit vehicles to remain in the transportation service industry. The transfer of these buses will also assist in establishing a collaborative partnership within the Panhandle region regarding mass transit.

**BUDGETARY IMPACT:**

No cost to the County results from this action. With the transfer to the other municipality, the County relinquishes all responsibility for the vehicles.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with Florida Statute 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

**IMPLEMENTATION/COORDINATION:**

Escambia County Department of Community Affairs and ECAT will coordinate with Bay Town Trolley/Bay County TPO, FTA, and the Clerk's Office on this transfer.

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**Attachments**

BCC September 16, 2010 - Executed Disposition of Surplus Property for 2 ECAT Buses







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

**AI-872**

**County Administrator's Report Item #: 7. 1.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Supplemental Budget Amendment #211 – Insurance Proceeds for Damage to Road Department Vehicle

**From:** Amy Lovoy

**Organization:** OMB

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #211 - Amy Lovoy, Management and Budget Services Department Director

That the Board adopt the Resolution approving Supplemental Budget Amendment #211, Transportation Trust Fund (175) in the amount of \$32,830, to recognize insurance proceeds received for damage to a Road Department vehicle, and to appropriate the funds back to the Fleet Maintenance Division.

**BACKGROUND:**

Escambia County received an insurance reimbursement for \$32,830 for damage to a Road Department vehicle that was involved in an accident with a citizen on March 22, 2011. The proceeds will be used to purchase a replacement vehicle.

**BUDGETARY IMPACT:**

This amendment will increase Fund 175 by \$32,830.

**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**

sba211



**Board of County Commissioners  
Escambia County  
Supplemental Budget Amendment Resolution**

**Resolution Number  
R2011-**

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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 an insurance reimbursement for damage to a County vehicle, and the 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:

<u>Transportation Trust Fund</u> <b>Fund Name</b>	<u>175</u> <b>Fund Number</b>		
<b>Revenue Title</b>	<b>Fund Number</b>	<b>Account Code</b>	<b>Amount</b>
Insurance Proceeds	175	369008	\$32,830
<b>Total</b>			<u>\$32,830</u>

<b>Appropriations Title</b>	<b>Fund Number/Cost Center</b>	<b>Account Code/ Project Number</b>	<b>Amount</b>
Machinery & Equipment	175/210405	56401	\$32,830
<b>Total</b>			<u>\$32,830</u>

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**



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

AI-851

County Administrator's Report Item #: 7. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/02/2011

Issue: Elgin Eagle Sweeper PD 10-11.050

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning the Purchase of One Elgin Sweeper for the Road Department - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to piggyback off The City of Tallahassee Contract #1619, in accordance with the Escambia County, Florida, Code of Ordinances Chapter 46, Article II, Section 46-44 , Application; Exemptions and Section 46-64, Board Approval, and award a Purchase Order to Sansom Equipment Company for one Elgin Eagle Sweeper with specified options, PD 10-11.050, in the total amount of \$186,744, which includes \$211,828 less a deduct for options not needed per bid and dealer discount of \$5,084 and less the trade-in value of \$20,000, for one 1999 Elgin Eagle Sweeper Property Number 47323.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 21405, Object Code 56401]

**BACKGROUND:**

The Elgin Sweeper will be used in conjunction with other units in maintaining the Road Department's sweeping program. It will replace one of the current models, Property number 47323, which will be traded in on the replacement model.

**BUDGETARY IMPACT:**

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210405, Object Code 56401]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

**PERSONNEL:**

NA

**POLICY/REQUIREMENT FOR BOARD ACTION:**

NA

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

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

AI-847

County Administrator's Report Item #: 7. 3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/02/2011

Issue: Navy Blvd Gateway Design Guidelines & Corridor Management, PD 10-11.020

From: Amy Lovoy

Organization: OMB

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Contract Award for PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Lump Sum Contract with allowances to Vanasse Hangen Brustlin, Inc., d/b/a VHB Miller Sellen, per PD 10-11.020, Navy Boulevard Gateway Design Guidelines & Corridor Management, for a lump sum of \$225,000 and allowances of \$25,000, for a total of \$250,000.

[Funding: Fund 151, Warrington TIF, Cost Center 220516, Object Code 53101]

**BACKGROUND:**

Request for Letters of Interest, PD 10-11.020, Navy Blvd. Gateway Design Guidelines & Corridor Management were publically noticed on Monday, January 31, 2011 to 75 known firms. Responses from 2 firms were received on Tuesday, February 15, 2011.

**BUDGETARY IMPACT:**

[Funding: Fund 151 Warrington TIF, Cost Center 220516, Object Code 53101]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract (Form H, Consulting Services, Study Only) will be used.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinance of Escambia County, Florida, 1999, Chapter 46, Finance, Article Purchases and Contracts and F.S. 287,055 "Consultants' Competitive Negotiation Act".

**IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Attorney's Standard Form Contract and Purchase Order.

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**Attachments**

Fee Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VANASSE HANGEN BRUSTLIN, INC.  
d/b/a VHB MILLER SELLEN  
AND  
ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
VHB-MS CONTRACT NO. 81283.11**

**April 22, 2011**

This Agreement is composed of Part I only. Part I includes details of the services to be performed, timing of the services, and compensation.

**PART I**

**PROJECT DESCRIPTION**

VHB-MS will prepare a design guidelines manual for the Navy Boulevard (U.S. 98/ SR 30 / SR 295) commercial corridor located within the Warrington Redevelopment Area and provide recommendations to update an existing overlay zoning district to incorporate the design guidelines. The subject corridor is generally located between the Bayou Chico Bridge to the north (City of Pensacola incorporated limits) and the Bayou Grande Bridge to the south (Naval Air Station Pensacola) and is approximately 3.3 miles in length.

Escambia County initiated its redevelopment strategy in Warrington as a result of efforts to protect and strengthen communities adjacent to area naval facilities, Pensacola Naval Air Station and Naval Technical Training Center Corry Field. Since the redevelopment program began in 1995, the area has seen substantial public and private sector reinvestment. To continue the redevelopment program, the County would like to create design guidelines for Navy Boulevard, which serves as the gateway to Naval Air Station Pensacola. Design guidelines are intended to contribute to creating a desired appearance for redevelopment and reinvestment while encouraging new investment to the adjacent historic, waterfront, village-like neighborhoods.

**SCOPE OF SERVICES**

**Phase One**

**1.1 Project Kickoff and Context Report**

Following the Project Kickoff Meeting, VHB will collect existing conditions data for the subject corridor. The findings will be summarized in a Context Report that is comprised of three parts: a Site Inventory; a Planning Document Analysis; and a Preliminary Transportation Analysis. Each part is described in further detail below:

**A. Project Kickoff Meeting**

VHB-MS will meet with County staff to review and establish project objectives, key milestones, and final deliverables. VHB-MS will prepare and submit a master project schedule, which will be updated as necessary throughout the project.

**B. Site Inventory**

The contextual analysis of the corridor will include a “windshield survey” intended to photograph, inventory, and assess general site conditions, urban form and development character, pedestrian and vehicular circulation patterns and connectivity. VHB-MS will catalog the results of the photographic inventory and provide an analysis in the final Context Report.

The Naval Air Station is a critical resource and plays a significant role in the form and function of the Warrington community. VHB-MS will review historical references of the Station to provide context for the future design guidelines. Through this research, historic design elements will be identified and recommendations for providing a consistent branded theme for the Navy Boulevard corridor will be made in the Context Report.

### **C. Planning Document Analysis**

VHB-MS will review and analyze applicable planning and regulatory documents, including, but not limited to:

- 2010 Warrington Redevelopment Plan
- Escambia County Comprehensive Plan, including Future Land Uses
- Escambia County Land Development Code, including the Warrington Commercial Overlay District and zoning
- 5-year Capital Improvements Program
- Southwest Greenway Plan
- Redevelopment Plans and Design Guidelines developed for the Barrancas, Brownsville, Englewood, and Palafox CRAs.

The result of this document analysis will be recorded in the Context Report. Recommendations for changes to the planning and regulatory framework will be provided in the Final Implementation Plan document described in Task 1.4.

### **D. Preliminary Transportation Analysis**

VHB-MS will analyze existing transportation conditions within the corridor, including pedestrian, bicycle, transit and automobile facilities. This will include an analysis of the Florida Department of Transportation’s (FDOT) 5-year roadway plan, local roadway and capital improvement plans, Transit Oriented Design (TOD) capabilities, Escambia County Area Transit (ECAT) routing and station improvements, traffic capacity and traffic concurrency analysis. These elements will be analyzed to identify projects that may have a potential effect on the corridor, its land uses and functionality, and to make recommendations as to possible mobility improvements within the corridor.

Realizing that transportation improvements, such as roadway widening, access management, and signage, have major ramifications for existing businesses and future business development, VHB-MS will address potential impacts and make recommendations as to specific considerations, actions or improvements that should be considered to minimize impacts and accommodate continued economic activity along the corridor.

#### **Task 1.1 Deliverables:**

- **Master Project Schedule**
- **Draft Context Report**
- **Final Context Report**

## 1.2 Public Workshops

VHB-MS recognizes the significant role that community participation and engagement play in the urban redevelopment process. VHB-MS will prepare for and attend up to three (3) public workshops to obtain community feedback regarding the corridor design.

### **Public Workshop #1**

The first public workshop will be a series of “stakeholder” interviews intended to elicit specific input from individuals who play a critical role in the success of the area. These may include members of the Warrington Revitalization Committee, business owners along the corridor, commercial real estate brokers that represent property owners along the corridor, key community lenders, development companies and County and City Commissioners. VHB-MS and the Client will communicate to identify, contact, and create a schedule for stakeholder interviews.

These stakeholder interviews, facilitated by VHB-MS, will seek to obtain vital information regarding such things as historic development patterns, market demand/absorption, areas of primary concern, and potential incentive strategies for redevelopment and refurbishment along the corridor. Our team will collect, summarize and present our findings to County staff and at the other two public meetings to inform all decision makers and to help identify priorities for the development of the overall master plan.

### **Public Workshop #2**

The second public workshop (“Community Kickoff”) will present the preliminary results from the Stakeholder Interviews, as well as results from the contextual analysis and preliminary design concepts. The intended outcome will be to compile a prioritized list of design-related Issues to be addressed by the Design Guidelines.

### **Public Workshop #3**

The third public workshop (“Plan Presentation”) will present final draft design concepts that will be incorporated into the final Design Guidelines manual, as well as the redevelopment master plan for the corridor. The design guidelines and redevelopment master plan are described in greater detail in Task 1.3 and Task 1.4.

Workshop presentations will be highly visual and include photographs and three-dimensional graphics to convey planning and design concepts to the general public. Community feedback on these graphics helps revise and fine-tune the design concepts which comprise the final Design Guidelines and ensures they will be supported by the residents and business community upon adoption.

#### **Task 1.2 Deliverables:**

- **Draft Presentations for Workshops**
- **Attendance and Participation at Three (3) Public Workshops**

## 1.3 Preparation of Design Guidelines

Using information obtained during the public workshops (Task 1.2), as well as generally accepted best redevelopment practices, VHB-MS will develop a series of alternative design concepts and guidelines. Design guidelines will address both the public and private realms and will set the recommended standards and patterns which will guide future development and redevelopment activity within the corridor. The guidelines will be designed as a “visual code” explaining the design concepts, theming and ultimate built outcomes that are desired. Unlike current ordinance codes, these guidelines will go beyond the establishment of



minimum requirements. They will embody the design reasoning and aesthetic tools for the desired results in both the public and private realms.

**A. Public Realm Design Alternatives**

The Public Realm design alternatives will include recommendations and conceptual design for:

- Streetscape design standards (typical sections);
- Corridor beautification and landscape buffering design standards;
- Low Impact Development (LID) design recommendations (including recommendations for Jones Creek);
- On-street parking standards;
- Recommendations for infrastructure improvements;
- Recommendations for signage improvements; and
- Recommendations for pedestrian and bicycle improvements.

This will be the basis for future streetscape corridor improvement construction design. These are not construction documents, but rather design concepts which allow the Client to make qualitative and quantitative design choices and establish the overarching theme and design patterning for the various segments of the corridor. Final construction plans are not included in this Agreement but can be provided through an Addendum to this Agreement. Final construction plans will establish design patterns, materials, colors, finishes, material schedules and recommended vendors for all streetscape elements.

In order to demonstrate the intended physical form of the Public Realm, VHB-MS will prepare Conceptual Streetscape Drawings of a prototypical section of Navy Boulevard. These Conceptual Streetscape Drawings will serve as a visual example of the selected section of the Corridor and will be prepared by a Registered Landscape Architect (RLA).

**B. Private Realm Design Alternatives**

The Private Realm design alternatives will include recommendations and conceptual design for:

- Site development criteria;
- Building scale and massing;
- General architectural façade recommendations;
- Low Impact Development (LID) design recommendations (including recommendations for Jones Creek);
- Pedestrian circulation
- Landscape buffering and hardscape screening design standards; and
- Off-street parking, arrangement and design.

**Task 1.3 Deliverables:**

- **Conceptual Streetscape Drawings (prototypical section) for South Navy Boulevard**
- **Draft Design Guidelines**
- **Final Design Guidelines**

**1.4 Final Implementation Plan and Recommendations**

The Final Implementation Plan represents the summation of work prepared to date (Tasks 1.1-1.3), as well as recommendations for the implementation and continued support of the Design Guidelines.

**A. Redevelopment Master Plan**

Although the Warrington Redevelopment Plan was updated in 2010, it currently does not include a Redevelopment Master Plan graphically depicting the desired development patterns and identifying strategic locations for public and private reinvestment.

The Redevelopment Master Plan will identify potential “catalyst sites” suitable for public reinvestment or public-private partnerships, as well as recommend density and intensity levels supportive of redevelopment. A parcel assessment, proximate to the selected catalyst sites, will be conducted to evaluate property acquisition and/or assembly opportunities for these catalyst sites. VHB-MS will also identify strategic locations for public spaces, which may include greenways and parks, civic gathering spaces, or institutional uses.

The Design Guidelines are not intended to be a “one-size-fits-all” solution, and must be applied uniquely to different areas within the Corridor, based on the needs of the community. It is intended that context-sensitive design solutions will be guided by the Redevelopment Master Plan, which serves as the blueprint for community-supported decisions.

**B. Policy and Code Amendment Recommendations**

VHB-MS will draft recommended revisions to both the Comprehensive Plan and Land Development Code (including the current Overlay Zoning District) intended to realize the design vision for the Corridor. CRA and County staff shall be responsible for preparing and processing the final Comprehensive Plan and Land Development Code amendments, unless otherwise agreed upon by the CRA and VHB-MS.

**C. Recommended Incentive Programs**

VHB-MS will explore a broad range of both public and private incentive programs that are budget sensitive to the CRA, while strategically maximizing economic returns. Recommended incentive programs will be included in the Final Implementation Plan.

**D. Implementation Plan (Schedule, Estimated Budgets, and Funding Sources)**

VHB-MS will develop an Implementation Plan matrix that outlines the policy recommendations, specific actions, code modifications, preliminary order of magnitude cost budgeting, and timelines for execution of individual recommendations for both the public and private realm objectives. This matrix is intended to serve as the guide for County CRA staff to use as a source of information and to measure the progress of specific task execution. This will assist the County CRA in developing a strategic budgeting program for implementation of various initiatives. VHB-MS will work with staff to make this document as functional and time specific as possible. Ultimately, this single document will serve as a defensible tool to guide and measure year-to-year progress and overall implementation of the master plan.

**E. Alternative Funding Sources**

The CRA and Escambia County have a broad range of alternative funding sources from which to draw. VHB-MS will work with the CRA and County staff to identify those opportunities by working closely with the Florida Redevelopment Association

(FRA), Florida Main Street, Coalition of Counties and Cities, the Urban Land Institute (ULI), as well as others to identify as many opportunities as possible. VHB-MS will outline these opportunities and provide critical submission dates and information to the CRA for continued follow-up and execution of these opportunities. If requested, VHB-MS can further assist the CRA in preparing grant applications in the future.

**Task 1.4 Deliverables:**

- **Draft Redevelopment Master Plan**
- **Final Redevelopment Master Plan**
- **Draft Policy and Code Amendment Recommendations**
- **Final Policy and Code Amendment Recommendations**
- **Identified Incentive Strategies**
- **Identification of Alternative Funding Sources**
- **Final Implementation Plan matrix (timeline, estimated budgets)**
- **Final Presentation to Escambia County CRA Board**

**Phase Two**

**2.1 Corridor Management Plan**

Following the adoption of the Design Guidelines described in Phase One, VHB will complete a Corridor Management Plan for the section of Navy Blvd. extending from the Bayou Chico Bridge to the New Warrington Road (approximately 1.3 miles). This Plan shall be consistent with the principles and practices contained in the ITE's *"Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities"* and *"A Context Sensitive Approach"*, and the Americans with Disabilities Act (ADA).

Should additional funds become available, a second phase may extend from the New Warrington terminus of phase one to Gulf Beach Highway or Bayou Grande. An addendum to this Agreement will be required before VHB-MS proceeds with the second phase.

The following parameters shall guide the development of the Corridor Management Plan:

- The County will provide the latest aerial photography available from the FDOT Survey and Mapping Office to show access management improvements and other recommendations along the corridor. VHB-MS will perform a field review to determine if the aerials depict the recent roadway and access management improvements have been included in the study. VHB-MS will collect other pertinent data as needed, including:
  - Speed limits
  - Lane widths
  - Intersection geometry
  - Recently approved driveway connection permits
  - Roadway cross-sections
  - Median and turn lane data
  - Bicycle and pedestrian facilities
  - Public transit facilities (including park and ride lots)
  - Relevant TPO data
- VHB-MS will coordinate with the County and FDOT to obtain available information for the following:
  - Right-of-way limits

- Parcel boundary data
  - Utility information
- VHB-MS will prepare aerial base maps that are an appropriate scale for the corridor.
  - VHB-MS will obtain crash data from Escambia County and FDOT for the corridor from publicly available sources to determine the number and types of crashes for a three-year period. VHB-MS will sort the data to identify high crash locations and analyze the crashes at up to four (4) locations to determine the causes. VHB-MS will identify improvements and/or access management modifications to reduce the number and severity of crashes and recommend prioritized improvements. VHB-MS will also communicate with FDOT, if appropriate, to research the availability of federal safety improvement funding to construct the mitigation measures identified through the crash analysis. If enforcement issues are prevalent and contributory, that information will be referred to the Escambia County Traffic Safety Team (CTST) for further action.
  - VHB-MS will apply the most recent appropriate FDOT access management guidelines and procedures to estimate appropriate median and driveway closures throughout the corridor. Joint access opportunities, local road connections, frontage roads, and reverse frontage opportunities will also be explored. These improvements will be shown on the aerial base maps. Improvements that are complex or cannot be adequately shown on the aerials will be shown separately.
  - In addition to the requirements listed above, VHB-MS will reference other relevant FDOT standards and specifications.
  - VHB-MS will provide a monthly progress report to the TPO Staff.
  - VHB-MS will prepare and submit eight (8) hard copies and eight (8) CD's each of the draft report, including the Needs Manual, for TPO Staff, Escambia County Staff and FDOT for review. The comments from the TPO Staff, Escambia County Staff and FDOT will be incorporated into the final report. Aerials that display recommendations will be presented in the report.
  - VHB-MS will incorporate comments from the state, federal and local governing boards and workshop presentations into the final CMP Report and Needs Manual. The final CMP Report will contain order of magnitude cost estimates for recommended improvements. Thirteen (13) color hard copies and thirteen (13) CD's will be submitted to Escambia County Staff for distribution.

If through the course of the project any additional tasks are determined to be needed by the consultant, FL-AL TPO, Escambia County, or FDOT the cost must be determined and negotiated, and an addendum to this agreement must be executed before work the is preformed.

**Task 2.1 Deliverables:**

- **Monthly Progress Reports**
- **Draft Corridor Management Plan Report**
- **Final Corridor Management Plan Report**

**COMPENSATION**

VHB-MS will perform the Scope of Services contained in this Agreement on a lump sum basis per task except as indicated below. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. The total lump sum for this Scope of Services is \$ 225,000, plus up to \$25,000 in allowances, allocated approximately as follows:

<u>Task</u>	<u>Lump Sum Fee</u>	<u>Estimated Fee</u>
<b>Phase One</b>		
1.1 Project Kickoff and Context Report	\$ 22,000	
1.2 Public Workshops	\$ 34,000	
1.3 Preparation of Design Guidelines	\$ 88,000	
1.4 Final Implementation Plan and Recommendations	\$ 31,000	
<b>Phase Two</b>		
2.1 Corridor Management Study	\$ 50,000	
Professional Services Total	\$225,000	
Allowances		\$25,000
<b>TOTAL</b>	<b>\$225,000</b>	\$25,000

Allowances: VHB-MS shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost.

**SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Final construction plans
- Detailed design of trailheads or trail interconnections
- Geotechnical engineering services
- Surveying services
- Field delineation of jurisdictional wetlands

Should work be required in these areas, or areas not previously described, VHB-MS will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.



VHB-MS will begin performance of the above services on the date written authorization to proceed is received.

**VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION**

By: \_\_\_\_\_

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

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

**CLIENT AUTHORIZATION**

Escambia County Community Redevelopment Agency agrees with Part I which includes the Scope of Services and Compensation. Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and Escambia County Community Redevelopment Agency

Total Lump Sum Fee **\$225,000** plus up to **\$25,000** of allowances.

By: \_\_\_\_\_

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

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



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

**AI-853**

**County Administrator's Report Item #: 7. 4.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Warrington Neighborhood Watch Corporation Neighborhood Renewal Initiative  
Mini-Grant Agreement

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Warrington Neighborhood Watch Awareness Project - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) funded Neighborhood Renewal Initiative Mini-Grant Agreement with Warrington Neighborhood Watch Corporation (WNW):

A. Approve the Agreement and award a Neighborhood Renewal Initiative Grant, in the maximum amount of \$500, for the Warrington Neighborhood Watch Awareness Project, sponsored by Warrington Neighborhood Watch Corporation, located in the Warrington Community Redevelopment Area; and

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

[Funding: Fund 129/2009 & 2010 CDBG, Cost Centers 220410; 440435]

**BACKGROUND:**

The Escambia Consortium 2009 Annual Plan approved by the Board on July 23, 2009 and the 2010 Annual Plan approved by the Board on July 8, 2010, included a CDBG allocation for Neighborhood Renewal Initiative Projects targeting the County's designated Community Redevelopment Areas (Englewood, Brownsville, Warrington, Barrancas, and Palafox). The Neighborhood Renewal Initiative Grant, implemented through the Community & Environment Department, provides grants of up to \$5,000 from CDBG resources to encourage community and volunteer based redevelopment efforts.

The proposal submitted by WNW, targeting improvements in the Warrington Redevelopment Area, has been reviewed by staff of the Community Redevelopment Agency (CRA) and Neighborhood Enterprise Foundation, Inc. (NEFI). The Grant will assist WNW with neighborhood watch efforts by purchasing neighborhood watch signs and posts. A copy of the Agreement with WNW, which includes their original application, is attached as Exhibit I.

**BUDGETARY IMPACT:**

The funds for this project are budgeted in Fund 129/2009 aand 2010 CDBG, Cost Center 220410 and 440435.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

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

**PERSONNEL:**

N/A.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

An Agreement mutually approved and executed between the County and the project sponsor is required to provide for implementation of the project.

**IMPLEMENTATION/COORDINATION:**

Implementation oversight will be provided by NEFI and the CRA, in consultation with WNW.

---

**Attachments**

WNW Mini Grant Agreement

## NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 2011, by and between ESCAMBIA COUNTY, P. O. Box 1591, Pensacola, Florida 32597 (the "County") and WARRINGTON NEIGHBORHOOD WATCH CORPORATION, 16 Raymond Street, Pensacola, Florida 32507 (the "Grantee") for the specific benefit of the **Warrington Neighborhood Watch Awareness Project** (the Project").

### PROVISIONS

A. The County has established the Escambia Neighborhood Renewal Initiative (the "Program") to provide grants to qualified organizations to complete specified projects within the boundaries of the County's designated Community Redevelopment Areas, which program and projects constitute a public purpose; and

B. All grant monies, under this Program, shall be expended solely for the construction and completion of the specified project (the "Project"), and shall be expended in accordance with provisions of the Community Development Block Grant (CDBG) Program Regulations at 24 CFR Part 570 and laws and regulations related thereto; and

C. The Program is conditioned upon satisfactory completion of the Project as outlined below. In consideration of the mutual covenants described herein, and other good and valuable consideration, which the parties hereby determine to be sufficient, the parties agree as follows:

1. Above Provisions: The above provisions are hereby incorporated into this Agreement.
2. Neighborhood Renewal Grant: County hereby awards Grantee a Program grant in the maximum amount of \$ 500.00 for the project described in **EXHIBIT I** of this Agreement.
3. Conditions: The documentation of performance, supervision, and/or receipt of goods as specified in the Project as described in **EXHIBIT I**.
4. Project: Grantee agrees to perform, or supervise the work performed as a part of the Project. Included as a part of the project is the guarantee for continued operation and/or maintenance of the project by the grantee. The parties hereto agree that the Project shall be defined as that described in **EXHIBIT I**. *The work activities may not commence until the Grantee has been advised that the Project can proceed by the County.*
5. Term: The work activities to be performed by the Grantee, as part of the Project, must be initiated on or before the 10th day of June, 2011, and all Project activities shall be fully complete on or before the 9th day of

**December, 2011.** Should an extension become necessary, Grantee shall submit a written request to the County for such an extension at least thirty (30) days prior to the termination date cited above. The County's agreement to grant an extension shall not constitute a waiver of any of the other terms of the Agreement

6. Applicable Laws: The Grantee must comply with all applicable ordinances and codes, and shall, at their own expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
7. Indemnification: The Grantee shall indemnify and hold harmless the County, and its agent, Neighborhood Enterprise Foundation, Inc. (NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Indemnification and Hold Harmless Agreement is attached as **EXHIBIT II.**
8. Termination: The County shall have the right to terminate this Agreement for any breach of any term of this Agreement. A breach shall include, but not be limited to, failure to begin work and progress along the schedule in the time and manner specified in paragraphs 4 and 5; failure to provide equipment or materials adequate to perform the project; or failure to complete the project by the designated dates.

If a Project is terminated, and that project is located on public property or right-of-way, the County reserves the right to remove or require the grantee to remove any or all portions of the Project. If a Project is terminated, and that Project is located on public property or right-of-way, the County reserves the right to claim as its own and use as it deems fit any improvements or materials remaining on the Project site. If a Project is terminated, and that Project is located on private property, the Grantee shall be solely responsible for removing or completing the Project in consultation with the owner of said property.

9. Notice of Termination: Upon the County's determination that Grantee has breached any term of this Agreement, the County or its agent will provide Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement shall terminate without further notice. The corrective action must be acceptable to the County or its agent in order to avoid termination.



10. Subsequent to Termination: County shall provide Grantee a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the County may require the Grantee to submit a cashier's check to the County for the total amount of funds disbursed under this Agreement. The decision to demand repayment in such instance shall rest solely with the County and/or the U. S. Department of Housing and Urban Development.
11. Neighborhood Associations as Independent Contractors: It is agreed between the parties that the Grantee is an independent contractor and is not an employee or agent of the County, or its agent, Neighborhood Enterprise Foundation, Inc. Evidence of current corporate status is included in **EXHIBIT IV**.
12. Inspectors: The Escambia County Community & Environment Bureau, Neighborhood Enterprise Foundation, Inc., or other County officials, as may be duly authorized by the County, reserve the right to place inspectors at the work site or at the place of shipment or delivery of materials under this Agreement, or at the factory, or in the neighborhood, in order to confirm the legitimacy of monies expended under this Agreement. The County does not assume any liability for the quality of work performed or injuries incurred, in any manner, during the performance of the work described herein. Further, the County or its agent does not act in a supervisory capacity in the carrying out of this Project.
13. Monthly Reports: Monthly project reports must be submitted to the Neighborhood Enterprise Foundation, Inc. on or before the 1<sup>st</sup> calendar day of each month during construction of the project, excluding the month the project is initiated. Revenue and expenditure documentation shall be provided for all sources and uses of funds described in this Agreement. Original receipts and/or invoices are required for payment/reimbursement by the County. County, and its agent, NEFI, will not remit any drawdown on the grant without satisfactory supporting documentation, which decision will be made in the sole discretion of the County and its agent.
14. Payment Process. The County prefers to provide direct payments to the vendor for pre-approved, eligible project costs under the mini-grant program. However, upon written request by the Grantee, the County will agree to provide direct payments to the Grantee for pre-approved eligible Project costs that are incurred in carrying out the Project activities as authorized hereunder. The Grantee must select either the reimbursement or direct payment option prior to initiating any Project expenditures that are to be reimbursed or paid from Grant funds provided through this Agreement. The Grantee accepts sole responsibility for ensuring that all Project expenses are reviewed and pre-approved by the County, through its agent, NEFI, prior to authorizing

delivery of the goods, services or equipment. Failure to obtain such authorization shall release the County from any obligation to pay for unauthorized goods, services or equipment, and the liability for payment in such instances shall be the responsibility of the Grantee. If applicable, direct vendor payments shall be processed through the County Office of Purchasing, and shall conform to County requirements as stipulated in the County's Purchasing Ordinance. For all Grant related purchases or reimbursements, Grantee shall be required to provide the County with three written price quotes for each item to be purchased. In the event the Grantee elects to be reimbursed for Project related expenses, the Grantee shall provide the County with the names and signatures of persons authorized to purchase merchandise for the Project. Reimbursements will be paid to these approved individuals ONLY, and shall be paid only after the Grantee submits vendor invoices, proof of payment, and other documentation as may be required by the County. Grantee and County agree that the final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit/Finance Division.

15. Maintenance of Records. Grantee shall maintain written records and accounts that document all expenditures related to this Project. Such records and accounts shall be maintained for a minimum period of three (3) years from the date of final completion of the project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development shall have the right to review any and all records or any other records pertaining to this Agreement, at any time. The Grantee acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Grantee fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Grantee and its surety, if any, seven (7) days written notice, during which period the Grantee still fails to allow access to such documents, terminate the employment of the Grantee. In such case, the Grantee shall not be entitled to receive any further payment or benefit associated with this Agreement. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Grantee (excluding monies owed the Grantee for subcontractor work).
16. Audit: The County, NEFI, the Clerk of the Circuit Court/Finance Division, or the U. S. Department of Housing and Urban Development maintain the right to review and audit any and all financial records or any other records pertaining to this Agreement, at any time.
17. Utilization of Project Funds by Grantee. In the event the Grantee fails to utilize the Grant funds provided through this Agreement within the contract period and/or in accordance with the terms and conditions

hereunder, the County shall be under no obligation to reserve or otherwise set-aside the remaining funds for future use by the Grantee.

18. Equipment: Should the Grantee organization be dissolved before the Project is completed, or should any equipment purchased or received as part of the Project not be used in accordance with the Grant Agreement, the equipment purchased through the Grant will become the property of the County. Further, Grantee shall inventory any equipment purchased through this Agreement and report the location, condition, and use of said equipment to the County, or its agent, NEFI, at least annually for the usable life of the equipment. For equipment purchases under this Agreement, unless defined elsewhere, "usable life" shall be defined as two (2) years from the date of delivery of the equipment to the Grantee.
19. Amendments. The County, or its agent, NEFI, shall have the authority to draft amendments to this Agreement. Any such amendment must be mutually agreed upon by both parties in writing and will require the County Administrator's approval before it becomes effective.
20. Notices. Any notices to the Grantee, under this Agreement, shall be mailed to: Neighborhood Renewal Initiative Program, NEFI, P.O. Box 18178, Pensacola, Florida 32523. Any notices shall be sent by certified mail.
21. No Discrimination. All activities provided hereunder shall be performed and executed in a non-discriminatory manner in keeping with the provisions of the Civil Rights Act of 1964 and 1968, as amended. Services and access hereto shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin. The Grantee accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.
22. Federal Requirements: Grantee and County agree to comply fully with governing Community Development Block Grant regulations found at 24 CFR Part 570 and other related provisions cited therein and as stipulated in **EXHIBIT III** of this Agreement.
23. Control of Assets: All purchases under this Agreement that are paid with Federal funds shall be made by the County following the proper request and documentation by the Grantee. No assets with a value in excess of \$25,000 will be procured under this agreement. Items to be purchased will generally have a per unit value of less than \$500 and will have a usable maximum life of two (2) years.
24. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement

25. Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations, or requirements. All applicable Codes and regulations remain in force.
26. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.
27. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
28. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
29. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.
30. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first written above.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

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

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC Approved: June 2, 2011

BY: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

This document approved as to form and  
Legal Sufficiency:

This document approved as to form  
and legal sufficiency  
By: *Kristin Hual*  
Title: ACA  
Date: 5/4/11



**WARRINGTON NEIGHBORHOOD WATCH CORPORATION**, as sponsor of the  
**Warrington Neighborhood Watch Awareness Project in the Warrington Community Redevelopment Area**

By: \_\_\_\_\_  
Navarro Jackson, President

WITNESSED:

1. \_\_\_\_\_

\_\_\_\_\_  
Print Name

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Navarro Jackson, President, Warrington Neighborhood Watch Corporation as sponsor of the Warrington Neighborhood Watch Awareness Project, which will serve the Warrington Redevelopment Area, who did not take an oath and who: \_\_\_\_\_ is/are personally known to me.  
\_\_\_\_ produced current Florida driver's license as identification.  
\_\_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal must be affixed)

\_\_\_\_\_  
Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**NEIGHBORHOOD RENEWAL INITIATIVE MINI-GRANT  
PROJECT ACKNOWLEDGEMENT**

**THE PROJECT DESCRIBED IN THIS AGREEMENT HAS BEEN PRESENTED OR PROVIDED TO REPRESENTATIVES OF WARRINGTON NEIGHBORHOOD WATCH CORPORATION. THE PROPOSAL IS IN KEEPING WITH THE NEEDS AND PRIORITIES OF THE COMMITTEE IN PROVIDING ENHANCED SERVICES FOR RESIDENTS OF THE WARRINGTON COMMUNITY.**

**EXECUTION OF THIS CERTIFICATION BY A REPRESENTATIVE OF THE WARRINGTON NEIGHBORHOOD WATCH CORPORATION ACKNOWLEDGES THE COMMITTEE'S GENERAL FAMILIARITY WITH THE PROJECT AND THE PROJECT'S BENEFIT TO THE COMMUNITY.**

**ACKNOWLEDGED BY:** \_\_\_\_\_  
WARRINGTON NEIGHBORHOOD WATCH CORP.

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

**EXHIBIT I**

**Project Application and Budget**

***SPONSORING AGENCY:*** WARRINGTON NEIGHBORHOOD WATCH CORP.

***PROJECT:*** ***WARRINGTON NEIGHBORHOOD WATCH AWARENESS Project***

**ESCAMBIA NEIGHBORHOOD RENEWAL INITIATIVE  
GRANT APPLICATION FORM**

Project Name: Warrington Neighborhood Watch Awareness

Name of Neighborhood Organization: Warrington Neighborhood Watch (WNW)

Address: 16 Raymond St. Pensacola FL 32507

Phone: 850-453-7540

Fax:

Email Address: Xclan1@yahoo.com

Contact Person: Navarro Jackson, President

RECEIVED  
APR 14 2011  
NEFI

**ORGANIZATION ELIGIBILITY CHECKLIST**

When was the Neighborhood Association organized?

The current Warrington Neighborhood Watch was organized in 2011. In a series of meetings the residents came together to discuss the mission and boundaries of the organization and activities to accomplish the mission. The group then adopted by-laws, elected officers and began activities "to improve the safety and security of residents and to improve property values within the territorial limits of the Warrinton Organization." (by-laws)

How many members belong to the organization?

Twenty (20) residents have participated by attending meetings and conducting neighborhood patrols.

The Organization's Membership is comprised of (check all that apply):

- Homeowners
- Renters
- Business owners
- Other - Rental property owners and property managers, ministers of neighborhood churches

Is the Organization's membership open and non-discriminatory? Yes

The Organization's current Officers or Board of Directors are:

Chair/President:	Navarro Jackson
Secretary:	Daisy Davis
Treasurer:	Yolanda Ortiz

Is your Organization's listing with the State of Florida's Division of Corporation Active?

No  
 Yes

Is the Organization a 501 (c)3?

No  
 Yes

Has the Organization successfully implemented projects within the past six months?

No  
 Yes (If yes, please list at least one example)

1. A computer e-mail list has been set up to provide communications within the organization. This list is used to communicate neighborhood concerns, to schedule neighborhood watch patrols, and to announce meetings.
2. Two flyers have been developed, printed and distributed. One is for new and existing residents to inform them about WNW and its mission and to encourage participation. The second flyer is to inform property owners and all residents about nuisance conditions (code violations) and contact telephone numbers for additional information and reporting violations.
3. Neighborhood patrols have been implemented. One to two pairs of residents patrol the entire neighborhood at random weekly and for an hour each weekend night.
4. Meetings are held on the first Tuesday of every month at Marie Ella Davis Community Center 16 Raymond St.

### **PROJECT DESCRIPTION**

The project is located in the following Escambia County Community Redevelopment Area:

Warrington Neighborhood Association location/boundary (attach map as Exhibit A):

South of Gulf Beach Hwy, East to Navy Blvd, West to Patton Dr. and North to Patton Dr.

Briefly describe the proposed project (attach sheets if necessary):

The Warrington Neighborhood Watch was organized in 2011. The purpose of the organization is “to improve the safety and security of the residents, and to maintain and improve property values within the territorial limits of the Warrington Organization.” (By-laws)

This proposed project is to increase awareness of the neighborhood watch organization among residents and all who come into the area. To accomplish this, new neighborhood watch street signs are needed at all points of entry into the neighborhood and at strategic points where visitors gather, e.g. parks and other areas of water access. New signs will be placed in visible locations to inform residents and visitors that a neighborhood watch organization is active. We are requesting funds for the purchase and installation of eight (8) signs and posts at strategic locations. Funds are also requested to purchase three sets of magnetic signs to be placed on vehicles while conducting neighborhood patrols.

Describe how the project addresses neighborhood priorities/needs:

The Warrington area is diverse with a mix of owner occupied and rental housing. Property values range from very low to Average. There are fair number rental properties and many renters do not reside long in the neighborhood. Many are in the military and reside in the neighborhood due to its proximity to the Naval Air Station.

The neighborhood experiences frequent and ongoing incidents of theft, vandalism, drug transactions and use, and prostitution. Theft and vandalism activities are often carried into other areas of the neighborhood. This activity is also due to the neighborhood’s location and easy access by those who perpetrate these offenses. Five roads lead into the neighborhood from Navy Blvd., and Seven from Gulf Beach Hwy. Numerous code violations for neighborhood properties are reported through the Warrington CRA every month. Many of these properties have non-resident owners.

The priorities of the Warrington Neighborhood Watch are “to improve the safety and security of the residents, and to improve property values within the territorial limits.” (By-laws) The focus of this proposed project is on the improvement of the safety and security of residents. The organization works closely with the Escambia County Sheriff’s Office to abate the ongoing problems of the neighborhood, especially the theft and drug problems. In order to be effective, the Neighborhood Watch must be highly visible to residents and to all people coming into the neighborhood. Two critical elements of this visibility are adequate signs and neighborhood patrols with car signs.



The project will be undertaken in: Public right-of ways

Specify how the Organization will ensure that the improvements are properly maintained after completion.

(Organizations should not rely on governmental agencies to perform or pay for such work).

The organization will follow Escambia County's procedures for obtaining approval for signs from Traffic Engineering, purchasing signs and posts from Gulf Coast Traffic Engineering, and having the signs installed by Escambia County Road Department.

Members of the Warrington Neighborhood Watch will monitor signs while conducting routine neighborhood patrols and in general travel throughout the neighborhood. Should any signs be damaged and require replacement, cost will be covered using the organization's funds that come from donations and fund-raising activities.

Approximate number of persons to be served by grant:

The Warrington Neighborhood Watch area is large and has approximately two hundred residences. It is difficult to estimate the number of individuals served because of the diverse nature of the neighborhood with a mix of individuals, couples, families and multi-family and unrelated groups in residences throughout the neighborhood.



**CERTIFICATION**

I, Navarro Jackson, representing the Warrington Neighborhood Watch hereby certify that the Association's Board of Directors or general membership approved this Escambia Neighborhood Renewal Initiative grant application on April 5, 2011. Minutes verifying this neighborhood support/approval are attached as **Exhibit B**.

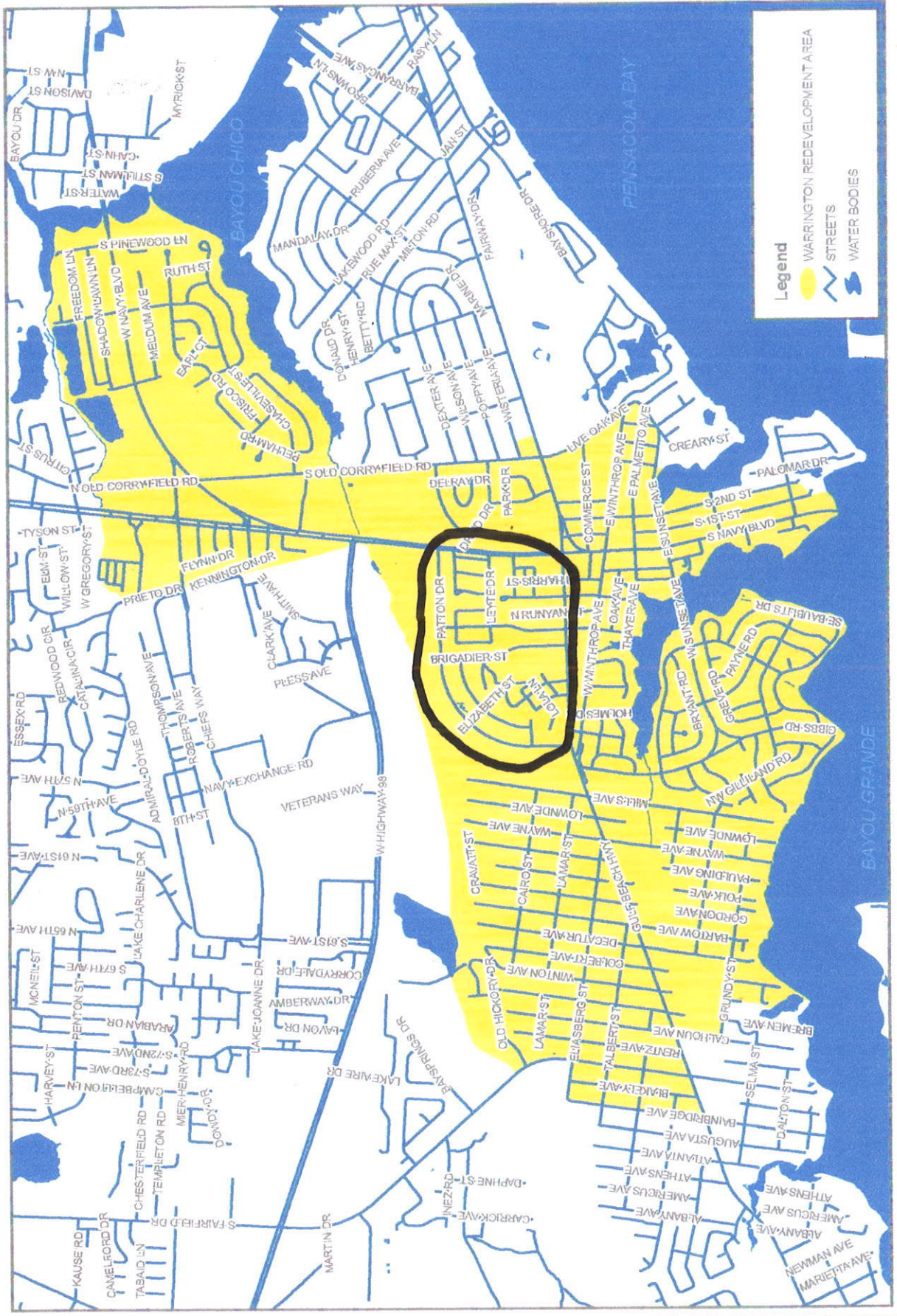
Executed this the 14 day of April, 2011

By: Navarro Jackson  
President

**EXHIBIT A**

**Map of Warrington Neighborhood Watch boundaries**

# WARRINGTON REDEVELOPMENT AREA



Source: Community Redevelopment Agency. This map is provided for informational purposes only and is not to be used for the development or construction of any property. The Agency assumes no liability for any errors or omissions in this map. For more information, contact the Community Redevelopment Agency at 1000 W. Highway 98, Warrington, FL 32093. Created December 7, 2010.



# EXHIBIT A

**Exhibit B**

**Minutes of April 5, 2011, Warrington Neighborhood Watch meeting**



## Warrington Neighborhood Watch

April 5, 2011

The meeting was called to order by the president we were led in prayer by Mr. Charles Griffen. We had the general comments by the president He introduced Mr. Dean Kirscher, Commissioner Aide Precinct Leader he did a short talk he encourage all to attend a meeting on May 18th at 5:30 to 7:00 at the Emergency Operation Center on "W" street.

Also in attendance was Deputy Williams who talked about the clean sweep that will take place on April 28th, they will pick up household trash, old tires, paint cans ,etc. you should have this in separate piles. If a person need help they will have to fill out a form Deputy Williams will e-mail them to the president. Deputy Williams also encourage members to go to the Police Academy class so they can learn what they can and cannot do.

Mr. Nate Corelle a Navy volunteer set in the meeting also he explain that he act as a Sheriff department representative, if there was any thing he could answer he would.

The minutes of the last meeting was read and adopted the rental income for March was \$135.00

Expenses for March...\$163.03

March dues...\$60.00

Old Business

Comments from last meeting mail out letter to get new members.

Vehicle Status was still the same the headlights won't work Deputy

Williams said that he would try to get some help.

New Business

Yolanda Jackson was elected for Treasurer it was moved and second.

Grant Submission, motion was made to submit a grant for signs

it was moved and second.

E-Mail outs, Allyson Vachon is in charge of this she will mail out

cards also.

Honoring Mr. Mercy , this will take place on April 28th after the clean

sweep a representative from the Sheriff Department will present the

plaque.

Yolanda Jackson will be in charge of getting the plaque she will bring

the bill back to the Neighborhood Watch.

Dues collected.....\$40.00

The meeting was adjourned we had closing prayer by Yolanda Jackson.

Mr. Narravo Jackson, President

Daisy Davis, Secretary

**EXHIBIT II**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

### ***Voluntary Participation:***

The Grantee, **WARRINGTON NEIGHBORHOOD WATCH CORP.**, hereby asserts and affirms that the Grantee is a volunteer-based organization, and that said organization requested assistance from Escambia County's Neighborhood Renewal Initiative Project to undertake activities developed, sponsored and implemented by the Grantee. The Grantee accepts responsibility for coordination of all Project activities; assuring the safety of its volunteers; providing proper training and instruction to volunteers in the use of equipment and supplies required to undertake the Project; and general oversight and management of the Project.

### ***Indemnification:***

The Grantee, **WARRINGTON NEIGHBORHOOD WATCH CORP.**, shall, at all times throughout the duration of this Project, indemnify and hold harmless Escambia County, and its agent, Neighborhood Enterprise Foundation, Inc. (NEFI), including its elected officials, board members, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from the carrying out of this Agreement, and out of any work activities performed under this Agreement, or constituting a breach of any term of this Agreement. Grantee assumes all responsibility for Project activities and related work, and shall provide and pay the costs of legal services in the event legal action is brought against the Grantee, the County or NEFI as a result of matters associated with this Project. This in no way shall prohibit the County or NEFI from securing legal services in addition to that provided by Grantee. The duration of this Agreement shall be defined to mean the contract term as stated in the Project Agreement dated JUNE 2, 2011; or the period during which any of the equipment or supplies provided under the Agreement remain in use by the Grantee, or agencies or individuals, affiliated with the Grantee, whichever is longer. In the event of litigation, the duration shall be extended through the date that any and all litigation actions are completed and legally or judicially settled.

### ***Independent Agency/Contractor:***

In carrying out the activities cited in the JUNE 2, 2011, Project Agreement, **WARRINGTON NEIGHBORHOOD WATCH CORP.**, the Grantee, County, and NEFI agree and affirm that the Grantee is an independent agency/contractor and the Grantee is not an employee or agent of the County or NEFI. Implementation of the Project activities shall be at the direction of the Grantee.

### ***Liability for Claims/Insurance:***

Grantee, **WARRINGTON NEIGHBORHOOD WATCH CORP.**, acknowledges that the County nor NEFI shall be responsible for insurance claims, personal or injury claims, legal fees, medical or health care charges, or other costs of any kind that may result from the implementation of the Project activities. Grantee assumes responsibility for properly ensuring its protection from such potential claims, and releases the County and NEFI from any responsibility for such claims or legal actions.

Grantee acknowledges and agrees to the terms and conditions cited herein, and the Grantee has caused this Indemnification and Hold Harmless Agreement to be executed by its duly authorized officer or agent as cited below. This Agreement was approved and authorized by the governing body of the **WARRINGTON NEIGHBORHOOD WATCH, CORP.**

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

**WARRINGTON NEIGHBORHOOD WATCH, CORP.**

By: \_\_\_\_\_

NAVARRO JACKSON, President

WITNESSED:

1. \_\_\_\_\_

\_\_\_\_\_  
Print Name

2. \_\_\_\_\_

\_\_\_\_\_  
Print Name

**EXHIBIT III**

***APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS***



## LISTING OF FEDERAL PROVISIONS

All Federal provisions related to this contract are listed below for reference, and are to be complied with to the extent that each is applicable to this specific agreement.

1. Certification Regarding Non-Segregated Facilities
2. Compliance with Air and Water Acts
3. EEO Compliance and Anti-Discrimination Provisions
4. Copeland Anti-Kickback Act Provisions
5. Executive Order 11426, as amended by Executive Order 12086, Concerning Affirmative Action in Employment and Employment Practices
6. Title VI of the Civil Rights Act of 1964, and amendments thereto
7. Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act)
8. Executive Order 11063, as amended by Executive Order 12259
9. Section 109 of the Housing and Community Development Act of 1974 and any amendments thereto
10. Lead Based Paint Prohibition stipulated in Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (as applicable)
11. Section 202 (a) of the Flood Disaster Protection Act of 1973 and amendments thereto regarding Flood Hazards Mitigation (as applicable)
12. Architectural Barriers Act (as applicable)
13. Americans with Disabilities Act Protections (as applicable)
14. Energy Policy and Conservation Act
15. Sections 503/504 of the Rehabilitation Act of 1973
16. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as applicable
17. Labor Standards Provisions to the extent required by Section 110 of the Housing and Community Development Act of 1974 and amendments thereto
18. Minority and Women Owned Business Identification and Utilization
19. Affirmative Action in Employment and Employment Matters
20. Section 3 of the Housing and Community Development Act of 1968, as amended

Standard Provisions (Continued)

21. Age Discrimination Act of 1975
22. Provisions Regarding Access to and Maintenance of Records
23. Conflict of Interest Provisions
24. Anti-Lobbying Certification
25. Relocation, Displacement and Acquisition Provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and HUD Implementing Regulations at 24 CFR Part 42 to the extent applicable to Project activities
26. Prohibition against the Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 24)
27. Ownership of Project Copyrights and Patents (if applicable)
28. Requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
29. Utilization of Program Income. No program income will result from activities undertaken through this project.

**THE FULL TEXT OF THE FEDERAL LAWS AND/OR REGULATIONS CAN BE REVIEWED AT THE COMMUNITY DEVELOPMENT BLOCK GRANT OFFICE OR BY VISITING THE HUD WEB SITE AT [WWW.HUD.GOV](http://WWW.HUD.GOV). EACH PROVISION IS AN INTEGRAL PART OF THE AGREEMENT AND IS FULLY BINDING UPON THE RECIPIENT. EACH PROVISION SHOULD BE CAREFULLY REVIEWED TO ASSURE EXISTING COMPLIANCE AND/OR THE CAPACITY TO COMPLY WITH SAID PROVISIONS.**

**EXHIBIT IV**

**DOCUMENTATION OF LEGAL CORPORATE STATUS**



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Entity Name Search

No Events   No Name History

## Detail by Entity Name

### Florida Non Profit Corporation

WARRINGTON NEIGHBORHOOD WATCH CORPORATION

### Filing Information

**Document Number** N11000000758  
**FEI/EIN Number** NONE  
**Date Filed** 01/24/2011  
**State** FL  
**Status** ACTIVE  
**Effective Date** 01/21/2011

### Principal Address

MARIE ELLA DAVIS COMMUNITY CENTER  
16 RAYMOND ST.  
PENSACOLA FL 32507

### Mailing Address

P.O. BOX 16318  
PENSACOLA FL 32507

### Registered Agent Name & Address

JACKSON, NAVARRO M  
11 N. MERRITT ST  
PENSACOLA FL 32507 US

### Officer/Director Detail

#### **Name & Address**

Title P

JACKSON, NAVARRO M  
11 N MERRITT ST  
PENSACOLA FL 32507

Title S

DAVIS, DAISY  
18 N. RUNYEN ST.  
PENSACOLA FL 32507

Title T

TOOKES, ANNIE  
21 WASHINGTON ST  
PENSACOLA FL 32507

Title R

GRIFFIN, BERTHA

738 GULFBEACH HWY  
PENSACOLA FL 32507

## Annual Reports

**No Annual Reports Filed**

## Document Images

[01/24/2011 -- Domestic Non-Profit](#)

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**Note:** This is not official record. See documents if question or conflict.

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

**AI-835**

**County Administrator's Report Item #: 7. 5.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Change Order #3 to Purchase Order 100846-2 to DAG Architects Inc. for Molino School Renovations

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

**Organization:** Public Works

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Change Order #3 to Purchase Order 100846-2 to DAG Architects Inc. for A&E Services for the Molino School Renovations - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #3, which will provide the additional architectural and engineering fees needed to complete the design effort for the inclusion of the library in the conversion project for the Molino School Building:

Department:	Public Works
Branch:	Facilities Management
Type:	Addition
Amount:	\$22,675.00
Vendor:	DAG Architects, Inc.
Project Name:	Molino School Renovations
Contract:	PD 08-09.106
PO#:	100846-2
Original Award Amount:	\$214,580.00
Cumulative Amount of Change Orders through CO #3:	\$141,550.00
New P.O. Amount:	\$356,130.00

[Funding: Fund 351, Local Option Sales Tax II, Cost Center 110224, Object Code 56201, Project Number 09PF0035]

**BACKGROUND:**



This change order is for the additional architectural and engineering fees needed to complete the design effort for the inclusion of the library in the conversion of the Molino School Building. DAG's original fee proposal and award was based on an adaptive re-use and renovation of the old Molino School with a construction budget of \$1.6 million. At the time of the original negotiations it was determined that the budget was tight for the scope. However, there was potential for future grant funding from the State for use in designing and constructing a library within the building.

Programming and Schematic Design phases included conceptual plans for the library to verify and confirm that the library's program needs would fit in the north wing of the old Molino School. The Design Development submittal confirmed that, based on cost projections, the library could not be completed without additional funding. DAG was directed to proceed with designing the north wing of the old school as a "shell" space for future library build-out.

On April 21, 2011, the Board approved an additional \$700,000 for the construction of the library. As a result, the architect and engineers' scope increased to include the design and construction documents for the library.

The first change order was for an assessment and certification of the sanitary system on the site and for geotechnical borings at the paved areas. This change order total was \$5,740.00.

The second change order was an increase for design fees for the new building to house both the Tax Collector's and the Property Appraiser's staff at the site of old Molino School. This change order total was \$113,135.00.

**BUDGETARY IMPACT:**

Funds for this change order are available in Fund 351, Local Option Sales Tax II, Cost Center 110224, Object Code 56201, Project Number 09PF0035.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Facilities Management staff will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

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**Attachments**

DAG CO#3 Back Up



May 10, 2011

Mr. Bill Lawing  
Architect / Division Manager  
Design and Construction Administration Team  
Escambia County Facilities Management  
100 East Blount Street  
Pensacola, FL 32501

Re: Molino School Renovation  
Additional Services – Library Design

Dear Bill,

After hearing from some of the Molino Mid-County Historical Society members, I can confidently say that they are ecstatic that funding has been approved to build-out the library in the north wing of the old Molino School. Now that funding has been approved, we have assessed the work required to complete the library with our engineers.

Given the below Project Recap and the following itemized points, we herein request design services to complete the library as proposed:

- DAG's original fee proposal was based on an adaptive re-use and renovation of the old Molino School for a construction budget of \$1.6 million.
- At the time of original negotiations, it was determined that the budget was tight for the scope, but that there was potential for future grant funding from the state that might supplement the project.
- Programming and Schematic Design phases included conceptual plans for the library to verify and confirm that the program needs would fit into the north wing of the old Molino School.
- The Design Development submittal confirmed that, based on cost projections, the library would not be completed without additional funding from the state grant or other sources. DAG was directed to proceed with designing the north wing of the old school as a "shell" space for future library build-out.

**Project Recap:**

As a recap, the initial project programming included a renovated facility that would include spaces for a Community Center, Museum and Library. A conceptual floor plan was developed and signed by parties supporting all three of those functions. Initial conceptual cost studies indicated that the

DAG architects  
AA-C000745  
40S. palafox place  
suite 201  
pensacola, florida  
32501  
p 850.429.9004  
f 850.429.9005

budget would not be able to support the library and the direction was given that, without the additional funding of the Library Grant, the library would not be built-out. In March 2010, the project went on hold for two months while a masterplan was explored to bring several other municipal government offices to the property. Programming meetings occurred with the Tax Collector, Property Appraiser and Clerk of the Courts as potential tenants. After a masterplan graphic and budget was presented, it was determined that the project would continue with the original scope and that the north end of the building would remain as a 'shell', except for the corridor to allow access to the north end restrooms. Design was released to proceed in late May 2010. At that time, DAG worked with the County grant writer for historic preservation grants, none of which were awarded. Additionally, DAG worked with MACTEC to develop the abatement scope after completion of the assessment determined there were asbestos containing materials in the building.

We also met with the County Building Inspections Department for an initial review of the project scope under the Existing Building Code with Historic Preservation exemptions and met with the Division of Historical Resources in Tallahassee. Throughout all of these design phases and up to the 90% construction document submittal, the north wing was to remain as a 'shell'. After the 90% submittal, it was revised so that the existing classrooms would only be repaired with no upgrades and a library kiosk room would be created.

With the understanding of this recap, we propose the following additional service design fees and descriptions for your consideration:

## **ADDITIONAL DESIGN FEES**

### **DAG Architects:**

- Verification of Schematic Plan with Library staff – Plan revisions have been made to the schematic plan since the sign-off over a year ago. The revisions were necessary to accommodate HVAC units. Adjustments to the schematic plan will be necessary and should be reviewed with users. There may need to be some additional, more detailed meetings with the Library staff to understand electrical, telcom and casework requirements as the documents progress into construction documents.
- Detailed demolition plans will be required, as well as demolition interior elevations illustrating removal of the corridor walls to accommodate the library. Because of the historical nature of this building, this will require specific information for careful removal of materials that will be re-used in other areas of the building, such as

the wood tongue and groove wainscot. Boards must be removed and numbered to be reinstalled correctly.

- Interior elevations will be developed of all walls of the library.
- Built-in casework will require enlarged details, sections, elevations and plans to communicate the circulation desk and computer stations as well as other required built-in casework.

**Premier Engineering:**

- Electrical Design - There will be a rather significant amount of electrical work and power requirements to support the library build-out, including lighting upgrades throughout.
- Telecommunications - Additional telecommunications design is required to support the computer banks that were identified in the schematic design phase.
- Fire protection design was not included in the original scope of work and it was determined to be necessary during a review of the documents with the County BID.

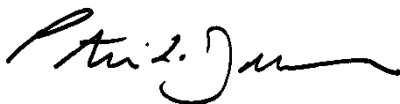
**LJD Structural Engineering:**

- Additional Structural Support - Upon the initial structural assessment of the building and verification of sub-floor support systems, it was determined that the north wing would require additional intermediate floor supports and footings to carry the weight of book stacks.

We look forward to meeting and discussing this proposal at your earliest convenience. Until we meet, please don't hesitate to contact us with any questions. We are excited, as is the Molino community, to see the library portion of the project funded to become a reality.

Thank you in advance for your consideration of this request.

Sincerely,



Patrick L. Ballasch, AIA, LEED AP  
Sr. Design Principal



David C. Luttrell, AIA, CSI, LEED AP  
Associate Principal

Cc: Jack Baker, President  
Gail Ennis, Finance Manager  
File



**MOLINO PARK ELEMENTARY SCHOOL  
CHANGE ORDER PROPOSAL FOR LIBRARY BUILD-OUT FEES  
10-May-11**

<b><u>FIRM</u></b>	<b><u>TASK ITEM / ADDITIONAL DRAWINGS REQUIRED:</u></b>	<b><u>LIBRARY SCOPE DESIGN FEES:</u></b>
<b>DAG</b>	Verify schematic plan with Library staff, review casework, elec. and telcom. requirements	\$650
	Detailed demolition plans for north wing	\$3,675
	Interior Elevations of Library	\$2,600
	Library plan and casework elevations, sections and details	\$3,885
<b>Premier</b>	Electrical work in the North wing to support Library requirements	\$3,450
	Telecommunications design to support computer requirements in Library	\$1,725
	Fire Protection design as determined with County BID	\$2,070
<b>LJD &amp; Assoc.</b>	Additional structural design to support book stacks, footing revisions for ledger beams to support corridor bearing walls	\$4,620
	<b>LUMP SUM FEE for ADDITIONAL DESIGN SCOPE for LIBRARY BUILD-OUT:</b>	<b>\$22,675</b>



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

**AI-865**

**County Administrator's Report Item #: 7. 6.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Request to Amend Board Action of September 16, 2010 Concerning Fiscal Year 2010/2011 Purchase Orders in Excess of \$50,000

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

**Organization:** Public Works

**CAO Approval:**

**Information**

**RECOMMENDATION:**

Recommendation Concerning Amending September 16, 2010 Board Action Approving the Issuance of Blanket and/or Individual Purchase Orders for Fiscal Year 2010/2011 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action of September 16, 2010 approving the issuance of blanket and/or individual Purchase Orders for the Fiscal Year 2010/2011, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as follows for the Public Works Department/Transportation and Traffic Division and Engineering/Infrastructure Division, to include the following vendor which was inadvertently omitted:

<b>Vendor</b>	<b>Vendor No.</b>	<b>Amount</b>	<b>Fund/Cost Centers</b>
Traffic Logix Corp.	202308	\$250,000	Fund 351, "LOST II", Account 210105 Fund 352, "LOST III", Account 210107 Fund 181, "Master Drainage Basins", Account 201719-210736 Fund 333, "New Road Construction" Account 210204 Fund 175, "Transportation Trust Fund", Account 110303 and 270201

**BACKGROUND:**

Traffic Logix Corp. was inadvertently left of the recommendation when it was originally approved by the Board on September 16, 2010.

**BUDGETARY IMPACT:**

Funding is available in Fund 351, "LOST II, Account 210105, Fund 352, "LOST III, Account 210107, Fund 181, "Master Drainage Basins", Account 201719-210736, Fund 333,"New Road Construction" Account 210204, and Fund 175, "Transportation Trust Fund", Account 110303 and 270201.



**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**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.

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

BCC Action 091610

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-33. Approval of Various Consent Agenda Items – Continued**

31. Approving, for the Fiscal Year 2010-2011, the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, contractual Agreements, or annual requirements, as follows, for the Public Works Bureau:

**A. Engineering (includes Traffic and Transportation Operations Division):**

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(1)	Gulf Coast Traffic Engineers Vendor Number 072898 Furnish and Install Street Name Signs Fund 351, Cost Center 210105 Fund 333, Cost Center 210204 Fund 350, Cost Center 210103 Fund 175, Cost Center 210304 Fund 175, Cost Center 110303 Funds 182-199, Cost Centers 210701-210718 Fund 352, Cost Center 210107	\$ 600,000	PD 07-08.087
(2)	CSX Transportation Vendor Number 030050 Sign Maintenance for Railroad Crossings Fund 175, Account 110303	\$ 150,000	
(3)	Ingram Signalization Vendor Number 070606 Signal Maintenance Fund 175, Cost Center 110303 Fund 351, Cost Center 210105 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$1,000,000	PD 06-07.087

(Continued on Page 38)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

31. Continued...

A. Continued...

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(4)	Gulf Coast Traffic Engineers Vendor Number 072898 Installation, Refurbish, and Removal of Pavement Markers Fund 175, Cost Center 110303 Fund 351, Cost Center 210105 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 700,000	PD 07-08.120
(5)	Escarosa Land Research Vendor Number 051907 Real Estate Title Searches Fund 175, Cost Center 110303 Fund 351, Cost Center 210105 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 75,000	PD 07-08.048

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

31. Continued...

A. Continued...

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(6)	DKE Marine Services Vendor Number 040206 Miscellaneous Bridge Repairs Fund 175, Cost Center 110303 Fund 351, Cost Center 210105 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$ 500,000	PD 06-07.080
(7)	APAC-Mid South, Inc. Vendor Number 013641 Paving Drainage and Resurfacing Projects Fund 175, Cost Center 110303 Fund 351, Cost Centers 210105 and 350213 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Centers 210107 and 210802	\$2,000,000	PD 07-08.134

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-33. Approval of Various Consent Agenda Items – Continued**

**31. Continued...**

**A. Continued...**

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(8)	Gulf Atlantic Construction, Inc. Vendor Number 843895 Paving Drainage and Resurfacing Projects Fund 175, Cost Center 110303 Fund 351, Cost Centers 210105 and 350213 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Centers 210107 and 210802	\$2,000,000	PD 07-08.134
(9)	Pensacola Grading and Paving, Inc. Vendor Number 160114 Paving Drainage and Resurfacing Projects Fund 175, Cost Center 110303 Fund 351, Cost Centers 210105 and 350213 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Centers 210107 and 210802	\$2,000,000	PD 07-08.134

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

31. Continued...

A. Continued...

<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(10) Pensacola Concrete Construction Co. Vendor No. 161495 Paving Drainage and Resurfacing Projects Fund 175, Cost Center 110303 Fund 351, Cost Centers 210105 and 350213 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Centers 210107 and 210802	\$2,000,000	PD 07-08.134
(11) Roads, Inc. of NWF Vendor Number 182328 Paving Drainage and Resurfacing Projects Fund 175, Cost Center 110303 Fund 351, Cost Centers 210105 and 350213 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Centers 210107 and 210802	\$2,000,000	PD 07-08.134

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-33. Approval of Various Consent Agenda Items – Continued**

**31. Continued...**

**A. Continued...**

<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(12) Starfish, Inc. of Alabama Vendor Number 194921 Paving Drainage and Resurfacing Projects Fund 175, Cost Center 110303 Fund 351, Cost Centers 210105 and 350213 Fund 333, Cost Center 210204 Fund 175, Cost Center 210304 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Centers 210107 and 210802	\$2,000,000	PD 07-08.134

**B. Facilities Management:**

(1) Titian Waste Service Vendor Number 201924 Solid Waste Container Services Dumpster Service Fund 001 Cost Center 210602	\$ 130,000	PD 07-08.040
(2) Bagby Elevator Co., Inc. Vendor Number 020380 Elevator Maintenance Fund 001 Cost Center 210602	\$ 75,000	PD 07-08.131

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES** – Continued

**COUNTY ADMINISTRATOR'S REPORT** – Continued

II. **BUDGET/FINANCE CONSENT AGENDA** – Continued

1-33. **Approval of Various Consent Agenda Items** – Continued

31. Continued...

B. Continued...

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(3)	Engineered Cooling Services, Inc. Vendor Number 051168 Maintenance on Central Energy Plant Fund 001 Cost Center 210602	\$ 115,000	PD 08-09.044
(4)	Southern Management Vendor Number 194541 Custodial Service for County Buildings and Carpet and Tile Cleaning Fund 001 Cost Center 210603	\$ 770,000	PD 05-06.092
(5)	BellSouth Communications Systems, LLC d/b/a/ AT&T Communications System SE Vendor Number 022686 Purchase of Equipment and/or Services Fund 001 Cost Center 210604	\$ 55,000	State Contract 730-000-09-1

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-33. Approval of Various Consent Agenda Items – Continued**

**31. Continued...**

**B. Continued...**

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(6)	VT Milcom, Inc. Vendor Number 220139 Installation & Service of Communication Cabling Systems	\$ 50,000	PD 06-07-094 Piggyback off School District of Fund 001 Escambia County Cost Center 210604 RFP #51104

**C. Park Maintenance:**

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(1)	Old Castle Lawn & Garden Vendor Number 150131 Wood Chips Fund 001, Cost Center 210801 Fund 351, Cost Center 350213 Fund 352, Cost Center 210802	\$ 100,000	
(2)	REP Services, Inc. Vendor Number 181853 Pavilions Fund 001, Cost Center 210801 Fund 351, Cost Center 350213 Fund 352, Cost Center 210802	\$ 75,000	

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-33. Approval of Various Consent Agenda Items – Continued**

31. Continued...

C. Continued...

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(3)	Miracle Recreation Equipment Vendor Number 135590 Playground Equipment Fund 001, Cost Center 210801 Fund 351, Cost Center 350213 Fund 352, Cost Center 210802	\$ 100,000	
(4)	Play Power, LT Vendor Number 164403 Playground Equipment Fund 001, Cost Center 210801 Fund 351, Cost Center 350213 Fund 352, Cost Center 210802	\$ 100,000	
(5)	Temporary Personnel Solutions, LLC Vendor Number 200939 Temporary Labor Service Fund 352, Cost Center 210802	\$ 75,000	PD 09-10.008
(6)	Pride Enterprises Vendor Number 164981 Park Improvement Materials Fund 001, Cost Center 210801 Fund 351, Cost Center 350213 Fund 352, Cost Center 210802	\$ 100,000	

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-33. Approval of Various Consent Agenda Items – Continued**

**31. Continued...**

**C. Continued...**

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(7)	Pensacola Escambia Clean Community d/b/a Clean & Green Vendor Number 402053 Collection/Disposal Solid Waste Materials Fund 001, Cost Center 210801 Fund 352, Cost Center 210802	\$ 60,000	

**D. Road Department:**

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(1)	APAC Vendor Number 013641 Road Construction Materials Fund 175 Cost Center 210402 (Road Maintenance)	\$ 150,000	PD 07-08.134
(2)	Ferguson Enterprises, Inc. a/k/a Ferguson Mill Supply Vendor Number 060880 Polyethylene Pipe Fund 175 Cost Center 210402 (Road Maintenance)	\$ 150,000	PD 05-06.052

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**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES** – Continued

**COUNTY ADMINISTRATOR'S REPORT** – Continued

II. **BUDGET/FINANCE CONSENT AGENDA** – Continued

1-33. **Approval of Various Consent Agenda Items** – Continued

31. Continued...

D. Continued...

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(3)	Unifirst Corporation Vendor Number 210127 Employee Uniforms Fund 175 Cost Center 210402 (Road Maintenance)	\$ 100,000	PD 08-09.041
(4)	American Concrete Supply, Inc. Vendor Number 011899 Concrete Fund 175 Cost Center 210402 (Road Maintenance)	\$ 200,000	
(5)	Vulcan Signs Vendor Number 220810 Sign Maintenance Fund 175 Cost Center 210404 (Sign Maintenance)	\$ 100,000	PD 07-08.054
(6)	A-1 Small Engines Steadham Enterprises Vendor Number 010105 Small Engine Parts Fund 175 Cost Center 210406 (Small Equipment)	\$ 150,000	PD 07-08.121

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PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

31. Continued...

D. Continued...

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(7)	Automotive Truck & Industrial Parts ATI-NAPA Vendor Number 015006 Light & Heavy Equipment Parts/Supplies Fund 175 Cost Center 210405 (Fleet Maintenance)	\$ 150,000	PD 08-09.006
(8)	Beard Equipment Company Vendor Number 022300 Heavy Equipment Parts Fund 175 Cost Center 210405 (Fleet Maintenance)	\$ 100,000	
(9)	Covington Heavy Duty Parts Inc. Vendor Number 034898 Heavy Equipment Parts Fund 175 Cost Center 210405 (Fleet Maintenance)	\$ 100,000	
(10)	Tractor & Equipment Co., Inc. Vendor Number 202301 Heavy Equipment Parts Fund 175 Cost Center 210405 (Fleet Maintenance)	\$ 100,000	

(Continued on Page 49)

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued**

**COUNTY ADMINISTRATOR'S REPORT – Continued**

**II. BUDGET/FINANCE CONSENT AGENDA – Continued**

**1-33. Approval of Various Consent Agenda Items – Continued**

**31. Continued...**

**D. Continued...**

<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(11) Thompson Tractor Co., Inc. Vendor Number 201639 Heavy Equipment Parts (CAT) Fund 175 Cost Center 210405 (Fleet Maintenance)	\$ 100,000	
(12) Howell's Truck & Giant Tire Svc Inc. Vendor Number 410406 Light and Heavy Equipment Tires Fund 175 Cost Center 210405 (Fleet Maintenance)	\$ 150,000	BCC Approved State Contract 863-000-06-1
(13) Southern Energy Company, Inc. Vendor Number 194108 Gasoline and Diesel Fuel Fund 501 Cost Center 210407 (Fuel Distribution)	\$6,000,000	PD 07-08.116
(14) Cougar Oil, Inc. Vendor Number 034871 Oil/grease and lubricant Fund 501 Cost Center 210407 (Fuel Distribution)	\$ 200,000	PD 06-07.084

(Continued on Page 50)

**PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES** – Continued

**COUNTY ADMINISTRATOR'S REPORT** – Continued

II. **BUDGET/FINANCE CONSENT AGENDA** – Continued

1-33. **Approval of Various Consent Agenda Items** – Continued

31. Continued...

D. Continued...

	<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(15)	Panhandle Grading & Paving, Inc Vendor Number 160114 Road Construction Material Fund 175 Cost Center 210402 (Road Maintenance)	\$ 150,000	PD 06-07.082
(16)	Martin Marietta Aggregates, Inc. Vendor Number 131502 Road Construction Material Fund 175 Cost Center 210402 (Road Maintenance)	\$ 150,000	PD 06-07.082
(17)	Pensacola Ready Mix USA Vendor Number 162690 Concrete Fund 175 Cost Center 210402 (Road Maintenance)	\$ 150,000	
(18)	Arcadia Culvert Vendor Number 013789 Metal Pipe Fund 175 Cost Center 210402 (Road Maintenance)	\$ 100,000	PD 05-06.052

(Continued on Page 51)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-33. Approval of Various Consent Agenda Items – Continued

31. Continued...

D. Continued...

<u>Contractor</u>	<u>Amount</u>	<u>Contract Number</u>
(19) Roads Inc. of NWF Vendor Number 182328 Asphalt Fund 175 Cost Center 210402 (Road Maintenance)	\$ 200,000	PD 06-07.082
(20) Woerner Landscape Source, Inc. Vendor Number 233840 Sod Fund 175 Cost Center 210402 (Road Maintenance)	\$ 100,000	PD 06-07.039

32. See Page 55.

33. Taking the following action concerning *Amendment Number 1 to the Grant-in-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida* (funds are made available through the Edward Byrne Memorial Justice Assistance Grant [JAG] Program – American Recovery and Reinvestment Act of 2009):

A. Approving *Amendment Number 1 to the Grant-in-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida*, between the Office of the State Courts Administrator and the Escambia County Board of County Commissioners (BCC); the original Grant-in-Aid Agreement was approved by the BCC on November 19, 2009, with funding for the Program not to exceed \$268,536.50; and

B. Authorizing the Chairman to sign the Amendment and all related documents.

(Additional action taken later in the Meeting; see Page 56)



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

**AI-863**

**County Administrator's Report Item #: 7. 7.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Navy Federal Credit Union (NFCU) Rebate

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

**Organization:** County Administrator's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Navy Federal Credit Union (NFCU) Rebate - Charles R. "Randy" Oliver, County Administrator

That the Board approve a rebate to Navy Federal Credit Union (NFCU), in the amount of \$10,479.26, authorized by Ordinance 2007-56, and approved by the Board on September 16, 2010. NFCU has completed year two of the criteria established as noted in the Economic Development Agreement dated April 2, 2009.

[Funds are available in Fund #102, the Economic Development Fund – Cost Center: 360704, Account: 58201, Aids to Private Organizations]

**BACKGROUND:**

By adoption of Ordinance 2007-56, Escambia County created the Economic Development Incentive Ordinance now codified in Sections 78-301 through 78-308 of the Escambia County Code of Ordinances. The intent of the Ordinance is to offer additional incentives to attract, retain, and foster the expansion of business enterprises that provide above-average salaries, benefits and employment opportunities to county residents.

Pursuant to Section 78-306, economic incentives offered under this provision shall be in the form of rebates of ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes and any other available unrestricted general fund revenues that have been paid to the county. Said incentives may be available to certain qualifying business enterprises based upon the number of full time jobs and the corresponding average wage of those jobs created within Escambia County.

Pursuant to Section 78-307, a qualified business may be awarded rebates for eligible expenses that were paid to the county for the year the business created the jobs giving rise to the rebate with said amount being paid over a five year period in equal installments. At the end of the five year period, the business may also be awarded a rebate in the amount of any other unreimbursed eligible expenses that were paid to the county in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible and/or the total amount actually paid to the county during the five year period.

In 2009, Navy Federal Credit Union (NFCU) submitted an application seeking qualification for rebates under the foregoing provisions. The application was approved, and on April 2, 2009, the County entered into an Economic Development Agreement with NFCU in which NFCU agreed to add no less than 75 full time employees with an average wage of \$31,500 on or before March 3, 2010. Upon meeting said requirements, the County agreed to pay NFCU rebates in accordance with Ordinance 2007-56 in an amount not to exceed \$305,767.50.

In accordance with the terms of the aforementioned Agreement, NFCU provided the necessary documentation to show compliance with the employment requirements and further provided proof of payment for amounts eligible for reimbursement that were paid to the County during the prior year when NFCU created the jobs. During FY 2009-2010, NFCU paid a total of \$52,396.33 in eligible reimbursable expenses to the County. As provided in the Ordinance, NFCU may be eligible for a rebate in the amount of \$52,396.33 paid in annually in five equal installments of \$10,479.25. Annual payment of said amount will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

At the end of year five (FY 2013-2014), NFCU may also be eligible for a rebate in the amount of any other unreimbursed eligible expenses that were paid to the County in the preceding five years; however, the total rebate paid by the County may not exceed the maximum amount for which the business is eligible (\$305,767.50) and/or the total amount actually paid to the County during the five year period. Payment of said amounts for additional unreimbursed eligible expenses will be subject to NFCU providing the necessary documentation showing compliance with the employment requirements and Board approval.

**BUDGETARY IMPACT:**

Funds are available in Fund #102 the Economic Development Fund – Cost Center: 360704, Account: 58201 Aids to Private Organizations.

**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**

NFCU - Rebate2011



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Bus Bench Advertising

Motion made by Commissioner White, seconded by Commissioner Robertson, and carried unanimously, approving, subject to Legal sign-off, to award a Contract (*Licensee Advertising Agreement for Placement of Rest Benches and Shelters on Escambia County Rights-of-Way*) for PD 09-10.066, Escambia County Area Transit Bus Bench Advertising, to Martin-Mency, for a period of five years, with an additional five-year period, in accordance with the terms and conditions of the solicitation, at the following income revenue rates:

1757

Years 1-5            15% of gross revenues to the County  
Years 6-10         18% of gross revenues to the County

Per unit annual guarantee:

Years 1-3           \$120 per unit  
Years 4-8           \$130 per unit  
Years 8-10         \$150 per unit

Speaker(s):

Alan McDuff  
Barbara Mayall

\* 32. Navy Federal Credit Union

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried 4-0, with Commissioner Robertson abstaining (*and filing Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*), taking the following action concerning the Navy Federal Credit Union (NFCU) Economic Development Incentive rebate (funds are available in Fund 102, the Economic Development Fund, Cost Center 360704, Account 58201, Aids to Private Organizations), as amended to add Item C:

1803

A. Approving a rebate to NFCU, in the total amount of \$52,396.33, to be paid annually in five equal installments, in the amount of \$10,479.26, subject to annual Board approval;

(Continued on Page 56)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued...

- B. Approving the issuance of a Purchase Order to NFCU for the first installment payment, in the amount of \$10,479.26, as authorized by Ordinance 2007-56, and in accordance with the terms of the Economic Development Agreement approved by Board action on April 2, 2009; and
- C. Approving to acknowledge (*that*) the intent of the Board is to review all payments of ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes, and any other available unrestricted General Fund revenues that have been paid to the County by NFCU each year, and at the end of the five-year period, and to consider reimbursement, up to \$305,767.50, of funds not previously reimbursed.

Speaker(s):

Janice R. Kilgore

33. Adult Post-Adjudicatory Drug Court Expansion Grant-in-Aid Agreement

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning *Amendment Number 1 to the Grant-in-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida* (funds are made available through the Edward Byrne Memorial Justice Assistance Grant [JAG] Program – American Recovery and Reinvestment Act of 2009) as amended to correct the not-to-exceed amount from \$268,536.50 to \$268,537.50:

1808

- A. Approving *Amendment Number 1 to the Grant-in-Aid Agreement for Adult Post-Adjudicatory Drug Court Expansion in Escambia County, Florida*, between the Office of the State Courts Administrator and the Escambia County Board of County Commissioners (BCC); the original Grant-in-Aid Agreement was approved by the BCC on November 19, 2009, with funding for the Program not to exceed \$268,537.50; and
- B. Authorizing the Chairman to sign the Amendment and all related documents.



May 12, 2011

Mr. Randy Oliver  
County Administrator  
221 Palafox Place  
Suite 400  
Pensacola, FL 32502

RE: Navy Federal Credit Union

Dear Mr. Oliver:

On behalf of the Pensacola Bay Area Chamber of Commerce, I hereby certify that Navy Federal Credit Union has met the second of five expected annual thresholds for economic development incentive ordinance 2007-56. With this, a cash incentive of \$10,479.26 is currently due to the company at this time.

The Pensacola Bay Area Chamber of Commerce is pleased to partner with Escambia County in supporting the continued growth of Navy Federal Credit Union in our community. Please contact me at 438-4081 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Hizer". The signature is stylized and written over a faint, large watermark of the Florida state flag in the background.

Jim Hizer, CEcD, CCE  
President & CEO

cc: Debbie Calder  
Senior Vice President, Greater Pensacola Operations  
Navy Federal Credit Union

RECEIVED  
MAY 19 2011  
County Administrator's Office



May 9, 2011

Ms. Tonya Green,  
Escambia County Administration  
221 Palafox Place Suite 420  
Pensacola, Florida 32502

Dear Ms. Green,

Navy Federal has completed year 2 of the 5 year requirement as noted in the Economic Development Fund Agreement dated April 2, 2009. I have included the following for your review:

- Invoice requesting payment of \$10,479.26
- Summary of taxes and franchise fees paid between March 2010 and March 2011
- Copies of vendor bills showing fees and taxes charged to Navy Federal

I have also provided Jennifer Ford, Pensacola Bay Area Chamber of Commerce, the annual application (electronic version) as required in the agreement.

Please let me know if you need any additional information in order to process payment.

Sincerely,

A handwritten signature in black ink, appearing to read "Janice R. Kilgore".

Janice R. Kilgore  
Business Operations Manager  
Greater Pensacola Operations

C: Jennifer Ford, Pensacola Bay Area Chamber of Commerce  
(Invoice and Summary)

# Navy Federal Credit Union

# INVOICE

**Att: Debbie Calder, Senior Vice President**

Greater Pensacola Operations

5550 Heritage Oaks Drive

Pensacola, Florida 32526

Phone 850-912-0104 Fax 805-912-0155

**DATE:** May 2, 2011  
**INVOICE #** 101  
**FOR:** *Economic  
Development*

**Bill To:**

Mr. Randy Oliver, County Administrator

Escambia County Board of County Commissioners

221 South Palafox Place Suite 420

Pensacola, Florida 32502

850-595-4946

DESCRIPTION	AMOUNT
Annual Rebate as provided by Board of County Commissioners on September 16, 2010, and Economic Development Agreement Between Escambia County and Navy Federal Credit Union dated April 2, 2009.  Additional documentation delivered to Ms. Tonya Green on May 2, 2011	10,479.26
<b>TOTAL</b>	<b>\$ 10,479.26</b>

Make all checks payable to **Navy Federal Credit Union**

If you have any questions concerning this invoice, contact Janice Kilgore at 850-912-0104

or by email: [janice\\_kilgore@navyfederal.org](mailto:janice_kilgore@navyfederal.org)

Escambia County  
Clerk's Original  
4/2/2009 CAR I-3

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN ESCAMBIA COUNTY AND  
NAVY FEDERAL CREDIT UNION**

**THIS AGREEMENT**, made and entered into this 2<sup>nd</sup> day of April,

2009, by and between Escambia County, a political subdivision of the State of Florida, (hereinafter referred to as "County") with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, and Navy Federal Credit Union, a federally chartered credit union (hereinafter referred to as "Navy Federal") with a local office at 5550 Heritage Oaks Drive, Pensacola, Florida 32526.

**WITNESSETH:**

**WHEREAS**, the County by adoption of Ordinance No. 2007 – 56 has the power to provide economic incentives to induce private business enterprises to locate and/or expand in Escambia County; and

**WHEREAS**, the County is authorized by Article VIII, Section 1(f) of the Florida Constitution, Section 125.01(1)(w), Florida Statutes, and Section 125.045 (2) and (3), Florida Statutes, to enter into Economic Development Agreements to cooperatively utilize public funds to achieve the County's economic development goals; and

**WHEREAS**, the County has indicated a willingness and desire to maintain a stable economy, fortify the tax base and provide a better standard of living for county residents by attracting and retaining business enterprises with above average salaries; and

**WHEREAS**, it has been determined that Navy Federal currently meets the qualification criteria established in Ordinance 2007-56 and currently qualifies for an economic development incentive refund; and

Verified By: *Ofanus*  
Date: 4/6/2009



**WHEREAS**, it will be mutually beneficial to both parties for the County to offer economic development incentives to achieve the County's economic development goals.

**NOW, THEREFORE**, in review for compliance of the Economic Development Incentive Ordinance and the Economic Development Incentive Application submitted by Navy Federal, the County will provide incentives requested per guidelines and restrictions established under Ordinance No. 2007-56 as follows:

1. The above recitals are incorporated in this Agreement.
2. Navy Federal agrees to add not less than 75 full time employees and \$2,362,500 in new gross payroll for average salaries of \$31,500 by March 3, 2010.
3. Navy Federal will provide a signed quarterly report to the Pensacola Bay Area Chamber of Commerce identifying statistics, on a non-personally identifiable basis, including current employment, description, position, and wages not including benefits for each.
4. Navy Federal will provide an annual renewal application to the Pensacola Bay Area Chamber of Commerce setting forth any relevant changes or otherwise qualifying all necessary eligibility criteria.
5. County will refund fees and taxes paid to the County by Navy Federal as set forth in Ordinance No. 2007-56 not to exceed \$305,767.50.
6. All increase adjustments and incentives will be made in compliance with the Economic Development Ordinance No. 2007-56, Section 7(A-D), Section 8 (A-E).
7. All decrease adjustment and incentives will be applied annually based on the annual renewal application and annual report information provided.

8. The term of this Agreement shall be for one year commencing March 4, 2009 (Date of Initial Approved Application). The Agreement will be renewed for four (4) succeeding terms of twelve (12) months provided that Navy Federal complies with the terms and conditions of this Agreement and maintains eligibility per the guidelines established under Ordinance No. 2007-56.

9. If a determination of non-compliance is determined the County may dissolve this agreement with notice or allow Navy Federal a designated time to achieve compliance. Determination of actions and penalties for non-compliance will be the sole responsibility of the County.

10. Either party may terminate this Agreement for cause or convenience upon thirty (30) days written notice by the terminating party.

11. Navy Federal shall indemnify, defend and hold harmless the County, including its elected officials, Board members, agents and employees from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to, attorney's fees and costs, arising out of or resulting from this Agreement.

12. This Agreement contains the entire agreement between the parties and no representatives; inducements, promises or other agreements between the parties not contained in this agreement will be of any force and effect.

13. Any amendments to this Agreement shall be in writing and executed by both parties with the same formalities as this Agreement.

14. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations. Should any part, term, or provision of this Agreement conflict with Ordinance 2007-56, the Ordinance shall prevail.

15. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be considered in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

16. If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict of any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

17. Notices: All notices or other documents required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by U.S. Postal Service, First Class Mail, postage prepaid, return receipt requested, addressed to the following:

To the Chamber:  
Kara Melendez  
Pensacola Bay Area  
Chamber of Commerce  
117 West Garden Street  
Pensacola, Florida 32502

To Navy Federal Credit Union:  
Deborah Calder  
Navy Federal Credit Union  
5550 Heritage Oaks Drive  
Pensacola, Florida 32526

To the County:  
Robert R. McLaughlin  
County Administrator  
221 Palafox Place  
Pensacola, Florida 32502

16. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and have executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, duly authorized to execute same and Navy Federal, signing by and through its Senior Vice President, duly authorized to execute same.

This document approved as to form and legal sufficiency.

By: Kristin Hood  
Title: Asst County Atty  
Date: 3/26/09

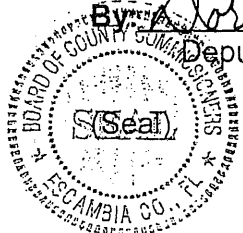
Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: Marie Young  
Marie Young, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

BCC Approved: April 2, 2009

By: Oris Harris  
Deputy Clerk



Navy Federal Credit Union: a foreign corporation authorized to conduct business in the State of Florida.

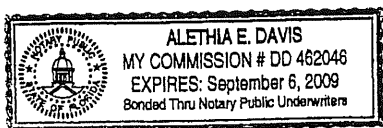
By: Deborah H. Calder  
Deborah H. Calder, Senior Vice President, Greater Pensacola Operations

ATTEST:

Date: 4/8/09

By: Alethia E. Davis

(Corporate Seal)



Escambia County  
Clerk's Original

10/4/2007 5:33 pm PH

ORDINANCE NO. 2007- 56

**AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR ECONOMIC DEVELOPMENT INCENTIVES TO INDUCE PRIVATE BUSINESS ENTERPRISES TO LOCATE OR EXPAND THEIR BUSINESSES IN ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR INCENTIVE ELIGIBILITY CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners has determined that in order to maintain a stable economy, fortify the tax base, and provide a better standard of living for the residents of this county, Escambia County needs to attract business enterprises to the area; and

**WHEREAS**, as a border county, Escambia County not only competes with its sister counties in the panhandle, but also competes with the economic incentives offered by the State of Alabama to induce business enterprises to locate within our borders; and

**WHEREAS**, the existing incentives such as EDATE and the Florida Qualified Target Industry Tax Refund Program have not significantly increased the number of new business enterprises or the expansion of existing business enterprises providing quality jobs in the County; and

**WHEREAS**, the Board of County Commissioners believes that economic development is critical to the future of the County; and

**WHEREAS**, in order to foster economic development in Escambia County, the Board of County Commissioners must develop an Economic Development Incentive Program to induce desirable business enterprises to locate or expand in Escambia County.

Verified By: *D. Hanna*  
Date: 10/10/2007

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

**Section 1. Short Title.**

This ordinance shall be known and may be referred to as the "Escambia County Economic Development Incentive Ordinance."

**Section 2. Authority and Public Purpose.**

This ordinance is enacted pursuant to the authority granted to the Board of County Commissioners under Article VIII, Section 1(f) of the Florida Constitution, Section 125.01(1)(w), Florida Statutes, and Section 125.045 (2) and (3), Florida Statutes. The Board of County Commissioners (BCC) finds that attracting and retaining business enterprises in Escambia County constitutes a public purpose that justifies the use of public funds achieve the County's economic development goals.

**Section 3. Goal and Intent.**

The goal of this ordinance is to maintain a stable economy, fortify the tax base and provide a better standard of living for county residents by attracting, retaining and fostering the expansion of business enterprises that provide above-average salaries, benefits and employment opportunities to county residents. It is the intent of this ordinance to establish a mechanism to accomplish this goal.

**Section 4. Target Business Enterprises.**

The incentives offered through this ordinance are intended to attract and retain business enterprises engaged in the following types of activities:

- A. Information technology – software and product development to support simulation healthcare, accounting, digital arts and media, building systems, and construction systems;



- B. Building systems – materials technologies, construction research and design, modular construction technologies and design, and security systems and technology;
- C. Healthcare/medical devices/life sciences – medical products design and manufacturing, focused on orthopedics and human performance;
- D. Aerospace – maintenance, repair, and overhaul (MROs) for civilian and defense contracting; avionics (electronic components for aviation), flight training (actual as well as simulation software);
- E. Business and professional services – financial services, government services/contractors, engineering, and design services, software programming, internet services (Lambda), data processing services, systems integration and design;
- F. Logistics/distribution – trucking/warehousing, logistics planning services, import/export trade houses;
- G. Renewable energy technology – research, development, design, production and other associated services;
- H. Other similar industry groups, uses, or activities not listed in the above categories with the characteristics of preferred business enterprises for Escambia County described in this ordinance.

**Section 5. Characteristics of Preferred Business Enterprises for Escambia County.**

The following are characteristics of preferred business enterprises:

- A. Provision of paid health insurance, retirement plans, and tuition reimbursement;
- B. Pollution prevention and waste reduction;
- C. Commitment to community evidenced by promoting volunteerism and financial support of local charities or events;
- D. Willingness to locate or expand in County Community Redevelopment areas, Enterprise Zones or Brownfield Areas and designated rural areas;
- E. Hiring from the local population.

**Section 6. Economic Incentives.**

Economic incentives to target business enterprises shall be in the form of rebates of ad valorem property taxes, development fees, franchise fees, telecommunication taxes, gasoline taxes, and any other available unrestricted general fund revenues that have been paid to the County. Only those business enterprises meeting the eligibility criteria described below shall be considered for a rebate. Rebates shall be calculated based on the following criteria:

- A. Rebates. Eligible business enterprises shall be entitled to apply for rebates based upon the number of full-time jobs created and the average wage of the jobs. The baseline rebate level that corresponds to a maximum per job rebate is set forth in Table 1, below, may be increased with bonus points as described in Table 2, below. To determine the

maximum total rebate award, the maximum per job award shall be multiplied by the total number of jobs.

- B. Award Matrix. The Award Matrix shall make Award Level One (1) equal to 100% of the average annual wage for Escambia County. Each subsequent award level (2 through 15) shall be increased at increments equal to 4.71% of the average annual wage for Escambia County. The "Wage Specific Award Matrix" shall be revised at the beginning of each year.
- C. Fiscal Year. All calculations shall be based on the County's fiscal year.

**Section 7. Payment of Rebates.**

Rebates will be paid in accordance with the following criteria:

- A. Rebates may be awarded for ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes or any other available unrestricted general fund revenues that were paid to the County for the year that the business enterprise created the jobs giving rise to the rebate. Nothing herein shall be construed to obligate Escambia County to approve the maximum rebate. The Board of County Commissioners shall have sole discretion to approve each rebate application and the amount of the rebate. Approval of any rebate shall be subject to lawfully available and budgeted funds.
- B. Rebates will be paid over a five year period in equal installments.
- C. Rebates can cascade. For example, if a business enterprise creates 100 jobs, it may apply for and receive a rebate that will be paid from year one

through year five. If during year one the business enterprise creates an additional 50 jobs (total 150), a rebate for the additional 50 jobs may be paid from year two through six if qualified. If instead during year two the business enterprise downsizes to a total of 75 jobs, it will continue to receive payments on the original rebate for year one through year five, but no further rebates will be awarded until it increases the number of jobs to more than 100.

- D. At the end of year five, a rebate may be awarded to the extent of any unreimbursed ad valorem property taxes, development fees, franchise fees, telecommunications taxes, gasoline taxes or any other available unrestricted general fund revenues that were paid to the County in years one through five. However, the total rebate paid to a business enterprise in years one through five shall not exceed the total of all ad valorem property taxes, development fees, telecommunications taxes, gasoline taxes, or any other available general unrestricted general funds that were paid to the County during that period.

**Section 8. Eligibility Criteria.**

The following criteria must be satisfied by all applicants for rebate awards:

- A. Minimum average wage. New full-time jobs must pay at least the average annual wage shown in Table 1. Benefits shall not be counted as part of the wage.

- B. Business enterprises must create or maintain in Escambia County a minimum of ten full-time jobs during the year for which the rebate is sought.
- C. Eligible business enterprises must have commenced operations with an established payroll for permanent, full-time jobs during the first year for which a rebate is sought. Business enterprises engaged in construction and other actions in anticipation of commencing operations, but which have not yet commenced operations and established a payroll for permanent, full-time jobs, shall not be eligible. Business enterprises shall not be eligible for a rebate during any year in which it ceases operations in Escambia County.
- D. Eligible business enterprises must provide health insurance and retirement benefits for employees holding full-time jobs.
- E. Eligible business enterprises must generate at least fifty-one percent (51%) of their gross revenues from outside Escambia County.

**Section 9. 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 the holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 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.

**Section 11. Effective Date.**

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED THIS 4th DAY OF October 2007.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

BY: *K. W. White*  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk to the Circuit Court

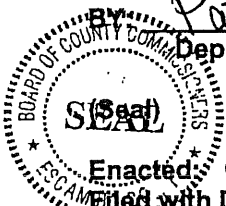
Date Executed

*October 9, 2007*

*Patricia M. Cotton*  
Deputy Clerk

This document approved as to form and legal sufficiency.

By *Schweik*  
Title *Asst. County Atty*  
Date *Oct. 5, 2007*



Enacted: October 4, 2007  
Filed with Department of State: October 12, 2007  
Effective: October 12, 2007



Table 1

ESCAMBIA COUNTY ECONOMIC INCENTIVE PROGRAM  
WAGE SPECIFIC REBATE AWARD MATRIX  
County Fiscal Year 2007

Award Level	Annual Avg. Wage	Avg. Hourly Wage (\$)	Max Award Per Job (\$)
1	31,500.00	15.14	0.00
2	32,983.68	15.86	1,000.00
3	34,537.25	16.60	1,307.69
4	36,164.00	17.39	1,615.38
5	37,867.36	18.21	1,923.07
6	39,650.96	19.06	2,230.76
7	41,518.56	19.96	2,538.45
8	43,474.13	20.90	2,846.14
9	45,521.81	21.89	3,153.83
10	47,665.94	22.92	3,461.52
11	49,911.06	24.00	3,769.21
12	52,261.92	25.13	4,076.90
13	54,723.52	26.31	4,384.59
14	57,301.05	27.55	4,692.28
15	60,000.00	28.85	5,000.00

Table 2

Bonus Condition	Increase #Award Levels
Business pays for employees' health insurance for new or retained jobs	3
Business pays for a portion of all employees' retirement for new or retained jobs	2
Business offers tuition reimbursement to employees for new or retained jobs	1
Business integrates pollution prevention and waste reduction with their technology and production processes	2
Business demonstrates significant corporate citizenship supported by a history of promoting volunteerism and financial participation in local charities or events	1
Business locates or expands in a Brownfields Community Block Grant Target Area; Florida Enterprise Zone authorized under Florida Statutes, Chapter 290; or a Community Redevelopment Area authorized under Florida Statutes, Chapter 163, Part III	5
Minorities and/or women comprise at least 20% of all employees	1
Percentage of new jobs locally advertised and provided to Escambia County residents:	
Less than 25%	0
25%-50%	1
51% or more	2
More than 75%	3



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

AI-889

County Administrator's Report Item #: 7. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 06/02/2011

Issue: Purchase of 2011 Ford Vehicles for Division of Road Prison

From: Gordon Pike

Organization: Corrections

CAO Approval:

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Purchase of Ford Vehicles for the Road Prison Division - Gordon C. Pike, Corrections 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 Code of Ordinances, Chapter 46, Finance, Article II, Division 2, Section 46-64, Purchases and Contracts, Board Approval, and award a Purchase Order to Hub City Ford, LLC, for four 2011 F-150 Pick-up trucks, Crew Cab, 4x4 wheel drive, for a total amount of \$115,000, for the Escambia County Road Prison. These trucks are replacements to the inventory to support the Escambia County Road Prison.

[Funding Source: Fund 175, Care and Custody, Cost Center 290202, Object Code 56401]

**BACKGROUND:**

This recommendation is to support operations and services of Escambia County Road Prison.

**BUDGETARY IMPACT:**

Funding: Fund 175, Care and Custody, Cost Center 290202, Object Code 56401]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

The Escambia County Road Prison receive the trucks.

**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, Division 2, Section 46-64, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-873**

**County Administrator's Report Item #: 7. 9.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Authorizing a Maximum of \$80,000 Change Order Amount on Purchase Order 291405-10

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Authorizing a Maximum of \$80,000 Total Change Order Amount on Purchase Order 291405-10 - Keith Wilkins, REP, Community & Environment Department Director

That the Board authorize a maximum of \$80,000 total Change Order amount on Purchase Order 291405-10, with the current vendor Cameron Cole, LLC, for the remainder of the Fiscal Year. This request is to prevent continued multiple Change Orders for additional environmental services as required at the former Escambia County Mosquito Control facility, located at 603 West Romana Street.

[Funding Source: Fund 129, Neighborhood Enterprise Foundation, Inc. (NEFI) 2009 and 2010 CDBG, Cost Centers 220435 & 220410, Object Code 53101]

**BACKGROUND:**

Since September 15, 2005, the County has been involved with the environmental site assessment and remediation of soil and groundwater contamination at the County's Former Mosquito Control and Rodent Control Facility, 603 West Romana Street. This cleanup is being conducted according to a Brownfield Site Rehabilitation Agreement (BSRA) that the County entered into with the Florida Department of Environmental Protection in December 2007. The County must now execute the cleanup process as directed in the BSRA. Contamination remediation projects are dynamic by virtue of the unknown extent of contamination. As such, it has been necessary to request multiple change orders to the existing purchase order as circumstances dictate.

**BUDGETARY IMPACT:**

Funds for this project will be provided through the Neighborhood Enterprise Foundation, Inc. (NEFI) 2009 and 2010 CDBG, Fund 129, Cost Centers 220435 & 220410, Object Code 53101.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

There is no legal consideration necessary.

**PERSONNEL:**

There are no additional personnel impacts at this time.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) will handle all implementation tasks and work in progress.

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

**AI-827**

**County Administrator's Report Item #: 7. 10.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Approval of Special Needs Housing Rental Development Agreement

**From:** Keith Wilkins, REP

**Organization:** Community & Environment

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Approval of Special Needs Housing Rental Development Agreement (Clinton Cox Residence) - Keith Wilkins, REP, Community & Environment Department Director

That the Board take the following action concerning the Escambia Consortium HOME Investment Partnership Act (HOME) and State Housing Initiatives Partnership (SHIP) supported 12-unit transitional (rental) housing development Agreement for the facility to be known as the Clinton Cox Residence:

A. Approve the Special Needs Housing Rental Development Agreement with Community Enterprise Investments, Inc., (CEII), Pathways for Change, Inc., (Pathways) and EscaRosa Coalition on the Homeless, Inc., (ECOH) formally committing \$490,000, comprised of \$355,000 in HOME Community Housing Development Organization (CHDO) set-aside funds and \$135,000 in State Housing Initiatives Partnership (SHIP) funds, to financially support the cost of constructing a 12-unit transitional housing facility, including nine HOME set-aside units, to be known as the Clinton Cox Residence, on property controlled by CEII and Pathways, through a 50-year Lease from Baptist Health Care Corporation, located on Blount Street just east of Pace Boulevard (Parcel Reference #302S301001001030), in accordance with the long term occupancy requirements of the HOME and SHIP Programs; and

B. Authorize the Chairman to execute the Special Needs Housing Rental Development Agreement and all related documents required to fully implement the Agreement and to complete all provisions thereof.

[Funding: Fund 147/2007 & 2009 HOME, Cost Centers 220500 & 220408 and Fund 120/2010 SHIP, Cost Center 220430]

**BACKGROUND:**

The Board approved the Escambia Consortium 2009 Annual Plan on July 23, 2009, the 2007 Annual Plan on July 19, 2007 and the 2008-2010 Escambia/Pensacola Local Housing Assistance Plan on April 19, 2007 (see Exhibit I for Board resumes) stipulating rental and special needs housing development strategies and funding allocations limited to the three designated local Community Housing Development Organizations (CHDO), including CEII, Circle, Inc. and AMR at Pensacola, Inc. The Plans incorporate CHDO set-aside funding of at least 15% of the annual HOME allocation and associated matching funds from the SHIP Program. A request for proposals targeting the development of special needs housing was issued to the eligible CHDOs on February 16, 2011 with proposals due on March 8, 2011. CEII, in partnership with Pathways and ECOH, provided the only response which provides for CEII's development of a 12-unit facility (residence) for long term use and occupancy by clients who are case managed by Pathways (see Exhibit II for brief project description and pro forma). Data collection and reporting functions as required for the project will be performed by ECOH through the Homeless Management Information System (HMIS).

Total projected cost for this project from all sources, including equity and developer fees, exceeds \$900,000, of which \$490,000 will be financed with HOME and SHIP resources. 9 of the units must be continually leased/rented to lower income persons with total incomes of less than 50% of the local area median income, while the remaining 3 may be leased/rented to persons with total incomes of less than 120% of the local area median income for the duration of the 20 year affordability period. For reference, the current median income for a single person household at 50% is \$20,150 and at 120% is \$48,360.

The development site on West Blount Street is controlled by CEII and Pathways through a 50 year lease with Baptist Health Care Corporation, with an option to extend for an additional 25 years. The site is on the south side of Blount Street just east of Pace Boulevard in the vicinity of Baptist Hospital (see Exhibit III for location map).

**BUDGETARY IMPACT:**

HOME and SHIP funding of up to \$490,000 is currently available in the County's FY 2011 budget in Fund 147/HOME Cost Centers: 220500 & 220408 and Fund 120/SHIP Cost Center 220430.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney (see the Agreement in Exhibit IV). The Agreement has also been reviewed by CEII, Pathways, and ECOH.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

The Agreement must be approved by the Board and fully executed by the parties in order for the project to move forward.

**IMPLEMENTATION/COORDINATION:**

The County's involvement with the project will be generally managed by Neighborhood Enterprise Foundation, Inc. (NEFI) in conjunction with CEII, Pathways, and ECOH. Long term monitoring requirements associated with the SHIP and HOME investment will be managed by NEFI. All parties are aware of this recommendation and the schedule for consideration by the Board. All project related payments from SHIP and/or HOME funds will be processed by the County through the Finance Division.

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### **Attachments**

Exhibit I

Exhibit II

Exhibit III

Exhibit IV

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – ContinuedCOUNTY ADMINISTRATOR'S REPORT – ContinuedII. BUDGET/FINANCE CONSENT AGENDA – Continued1-32. Approval of Various Consent Agenda Items – Continued

4. Taking the following action concerning approval of the 2009 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG; Cost Centers to be assigned): 1829

- A. Approving the 2009 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2009 Annual 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 (ESG) Program funds, in the amount of \$91,704; and
- B. Authorizing the County Administrator to execute the 2009 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2009 CDBG, 2009 HOME, and 2009 ESG Programs.

5. Taking the following action regarding the Community Development Block Grant-Recovery (CDBG-R) Grant for Sanitary Sewer Improvements awarded by the U.S. Department of Housing and Urban Development (Funding: Fund 129/CDBG, Cost Center to be assigned): 1829

- A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$559,361, providing for the construction of public sanitary sewer system improvements in the Dorrie Miller/Aviation Field neighborhood, utilizing CDBG-R funds;
- B. Authorizing the Chairman or County Administrator, as appropriate, to execute the Interlocal Agreement and all related documents as required to implement the project; and
- C. Authorizing the Office of the Clerk of the Circuit Court to record the Interlocal Agreement in the Official Records of Escambia County.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-30. Approval of Various Consent Agenda Items – Continued

22. Continued...

B. Adopting a Resolution (*R2007-129*) authorizing the Chairman to sign the County Incentive Grant Program Agreement; and

C. Authorizing the Chairman to sign the Resolution.

23. Adopting a Resolution (*R2007-130*) declaring a public purpose and authorizing construction of driveway improvements on private property owned by St. Andrew United Methodist Church at 836 West Michigan Avenue (Funding Source: Local Option Sales Tax II, Fund 351). 2022

24. Ratifying the action of Escambia County Community Redevelopment Agency (CRA) accepting the "Operation Brownsville" Follow-Up Action Register to continue enhanced operations in the Brownsville Redevelopment Area; the total financial contribution from the CRA Tax Increment Financing Trust Fund throughout the 2006-2007 and 2007-2008 Fiscal Years is \$1,183,120 (Cost Center: 220515). 2022

25. Taking the following action concerning the 2007 Escambia Consortium Annual Action Plan: 2022

A. Approving the 2007 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2007 Annual Plan, detailing use of 2007 Community Development Block Grant (CDBG) funds, in the amount of \$2,142,493; 2007 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,642,280; 2007 HOME American Dream Downpayment Initiative (ADDI) funds, in the amount of \$30,345; and 2007 Emergency Shelter Grant Program (ESG) funds, in the amount of \$92,982; and

B. Authorizing the County Administrator to execute the 2007 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U. S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2007 CDBG, 2007 HOME, 2007 ADDI, and 2007 ESG Programs.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-6. Approval of Various Consent Agenda Items

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, approving various Consent Agenda Items 1 through 6, as follows:

1818

1. Taking the following action regarding the Escambia/Pensacola 2008–2010 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan:

1818

[Click here and go to Pages 38-86 to view the SHIP Program Annual Report \(July 1, 2008- June 30, 2009\)](#)

- A. Approving (*to adopt*) a Resolution (*2007-88*) adopting the Escambia/Pensacola 2008-2010 SHIP Local Housing Assistance Plan, including SHIP-financed, affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications as recommended by the Board-appointed Escambia/Pensacola Local Housing Partnership; projected SHIP funding for each year of the three-year Plan period is: 2008 – \$2,879,133; 2009 – \$2,879,133; and 2010 – \$2,879,133, including estimated program income;
- B. Approving the SHIP Program Interlocal Agreement with the City of Pensacola, providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
- C. Authorizing the Chairman and/or County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Program Plan and all related activities; and
- D. Authorizing the Office of the Clerk of the Circuit Court to record the *Interlocal Agreement* in the Official Records of Escambia County.



## **Clinton Cox Residence**

### **Project Summary**

In cooperation with Pathways for Change, a nonprofit social service provider, Escambia County, and the EscaRosa Coalition on the Homeless, CEII will construct a 12 unit transitional housing project on donated land in Pensacola, Florida. A CHDO/HOME grant of \$480,000 is requested from Escambia County. CEII is a CHDO for Escambia County and will develop and own the project. CEII will provide the ongoing property management services. Pathways for Change will provide the appropriate supportive social services to each tenant on a case management basis. The targeted special needs population is homeless males or formerly homeless males, including formally incarcerated males who are directly case managed by Pathways for Change. The maximum occupancy period for tenants is expected to be 24 months. Construction is expected to start by May 1, 2011.

### **Project/Site Location Map**

Project/site location maps are attached. Baptist Hospital will donate the land based on a long term land lease.

### **Detailed Construction Cost Estimates**

A detailed cost breakdown for the entire housing development is attached. Please note that the final construction/engineering plans are being developed so the actual architectural, engineering and construction costs may vary from the submitted budget which has been estimated. A cost comparison analysis of the budget will be completed in order to assure we are receiving the most competitive construction pricing that is within current material and wages structures for the Escambia County area.

### **Previous Development Experience - CEII**

CEII is a local CHDO that has developed both single-family and multi-family affordable housing projects in Escambia County over several decades. Our most current multi-family affordable rental housing development is Palafox Landing, a 96 unit tax credit project. CEII is a general partner with The Carlisle Group, a for-profit housing developer from Miami, Florida. CEII is also a general partner with The Richman Group on the Stoddert Apartments, a 320 unit tax credit apartment complex located near the Naval Air Station. The "affordability period" for the Stoddert Apartments will end in December 2011 for 50% of the units and the remaining units will expire in December 2012. CEII expects to be a 100% owner and we will assume the property management responsibilities of the Stoddert Apartments by the end of the "affordability period". CEII has its own professional property management staff including maintenance staff. In addition to the tax credit projects listed above, CEII owns an additional 89 affordable rental units on scattered sites throughout Escambia County:

### **Development Team**

CEII is the owner-developer of the transitional housing project.

Morette Company is the general contractor

Jehle-Halstad is the civil engineering firm

Dalrymple/Sallis is the architectural firm

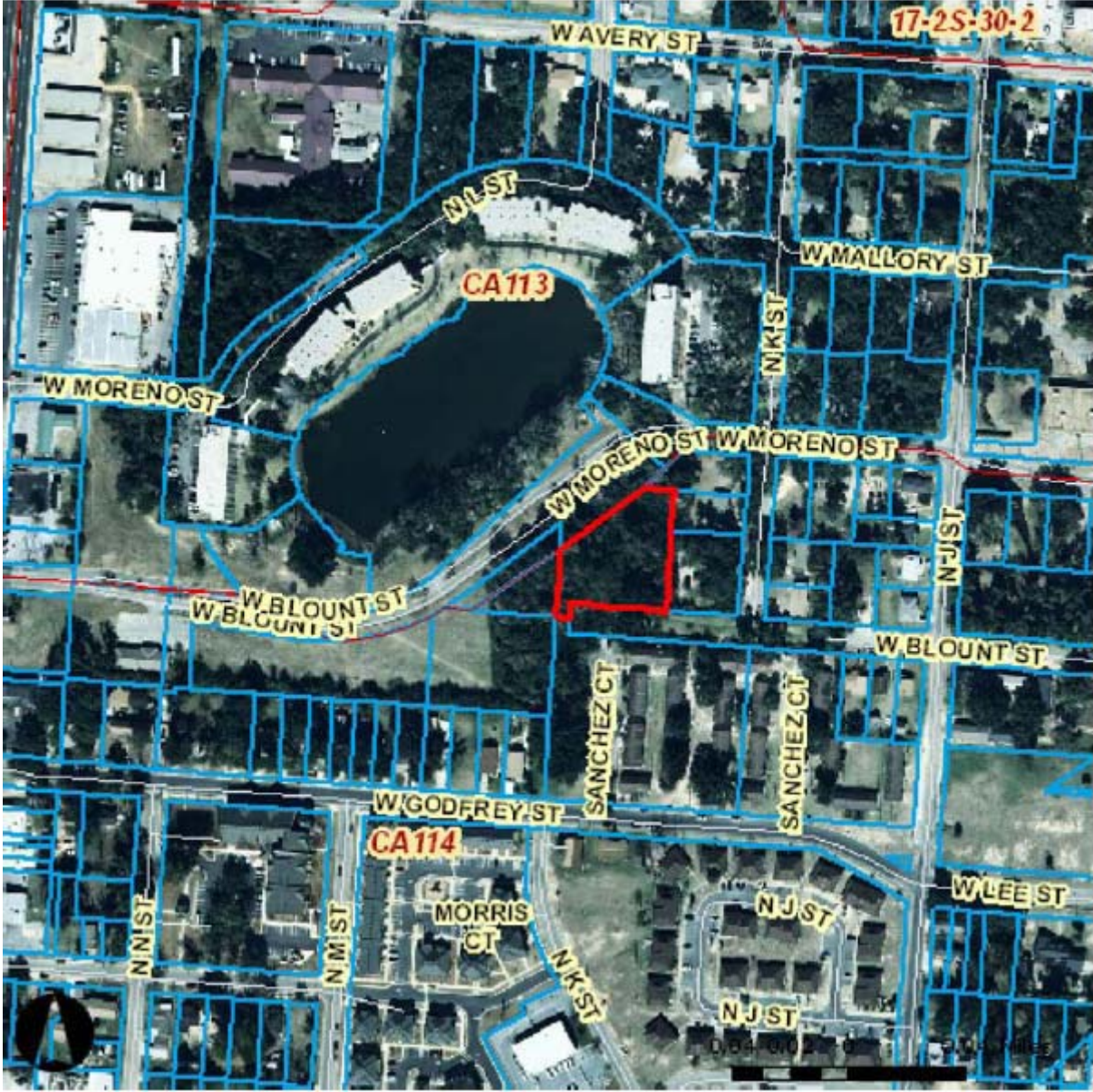
Mays Construction is the project manager

Pathways for Change is the social service and supportive service provider.

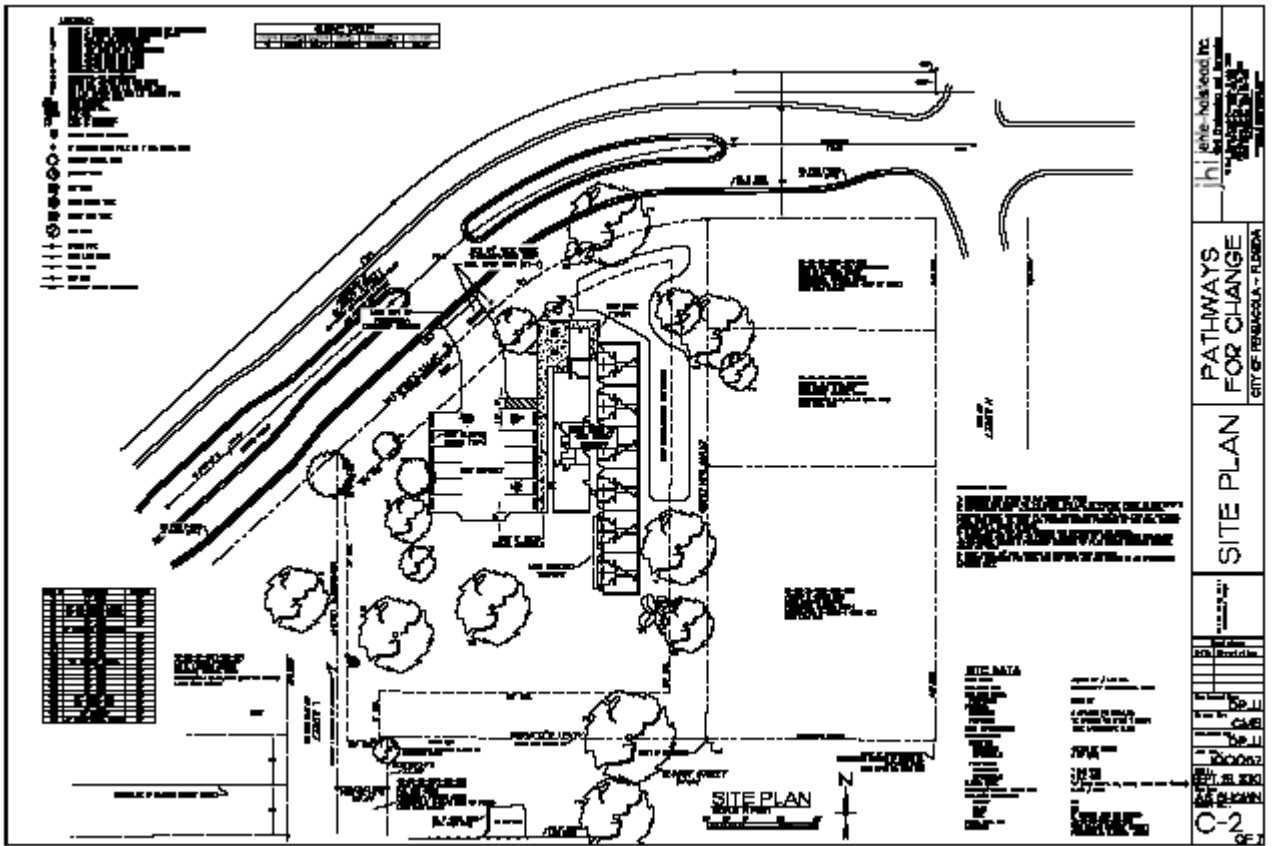
CHDO Housing Development Project		12 units	
Special Needs Housing (Clinton Cox Residence)		DEVELOPMENT COST PROFORMA (all costs are estimated)	
		<b>PER UNIT</b>	<b>TOTAL</b>
<b>USES</b>		<b>COSTS</b>	<b>COSTS</b>
<b>PROPERTY &amp; FACILITY CONSTRUCTION:</b>			
Acquisition/Land (Value of Donation)		8,333.33	100,000
General Conditions (incl. W/C, Payroll Taxes & Misc.)		6894.29	90,684
Site Preparation/Site Work		6999	84,741
Architect & Engineering Fees		3,205.25	38,463
Building/Development Permits & Impact Fees		2083.33	25,224
Foundation & ICF Wall System		8446	102,260
Rough Framing/Dry-in (including windows, doors & roofing)		11794.42	142,799
Exterior & Interior Finishes and Furnishings		7730.17	93,590
Plumbing/HVAC/Electrical		12916.66	156,402
Insurance (general liability, construction & builders risk)		964.25	11,571
Contractor's Overhead & Profit		2926.17	35,114
Project Contingency		1536.25	18,435
CHDO (CEII Developer's Fee)		4,166.66	50,000
<b>TOTAL USES</b> (includes value of donated property)		<b>79,107</b>	<b>949,283</b>
<b>SOURCES</b>			<b>Permanent</b>
First Mortgage (Private Lender)		27,568.33	369,283
2nd Mortgage - ESCAMBIA SHIP & HOME Loan		40,000	480,000
Equity (Land)		8,333	100,000
<b>TOTAL SOURCES</b> (includes value of donated property)		<b>79,107</b>	<b>949,283</b>

NOTE: THE PROJECT DEVELOPMENT BUDGET **DOES NOT INCLUDE** THE \$10,000 IN HOME SUPPORT PROVIDED TO ECOH THROUGH THIS AGREEMENT. IT IS OVER AND ABOVE THE DEVELOPMENT BUDGET CITED ABOVE.

PROJECT DEVELOPMENT SITE LOCATION MAP



# DEVELOPMENT SITE FACILITY LAYOUT (PLANNED)



**Special Needs Housing Rental Development Agreement  
(Transitional Housing)**

<b>EXHIBIT IV</b> For copying only
---------------------------------------

**THIS Agreement**, made and entered into this 2nd day of June, 2011, by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, ("County"), FID# 59-6000598, **COMMUNITY ENTERPRISE INVESTMENTS, INC.**, a non profit corporation organized under the laws of the State of Florida, ("CEII" and "Developer"), FID #591586520, **PATHWAYS FOR CHANGE, INC.**, a non profit corporation organized under the laws of the State of Florida, ("Pathways"), FID #900591724, and **THE ESCAROSA COALITION ON THE HOMELESS, INC.**, a not for profit corporation organized under the laws of the State of Florida ("ECOH"), FID #592909065, for the sole purpose of providing HOME Investment Partnerships Program ("HOME") Community Housing Development Organization ("CHDO") and State Housing Initiatives Partnership ("SHIP") matching funds to partially finance completion of transitional housing units for homeless or formerly homeless persons in conjunction with the development of the facility to be known as the Clinton Cox Residence (the "Project").

**WITNESSETH:**

**WHEREAS**, the County and ECOH are mutually interested in the pursuit of community improvement and the assurance of adequate and affordable housing options for all citizens in Escambia County, including those with special needs, and

**WHEREAS**, CEII is a Florida not for profit corporation established for the purpose of fostering economic improvement and community development in targeted neighborhoods, including the development and management of housing for lower income persons and families, including those with special needs, and

**WHEREAS**, Pathways is a Florida not for profit corporation established for the purpose of mentoring, assisting and rehabilitating incarcerated persons facing imminent release from a penal institution and/or formerly incarcerated persons facing homelessness in order to reduce recidivism and homelessness within the targeted lower income special needs population, and

**WHEREAS**, the Escambia HOME Program Escambia Consortium comprised of the Escambia County, the City of Pensacola and Santa Rosa County is the recipient of HOME grant funds made available through the U.S. Department of Housing and Urban Development ("HUD") and SHIP matching funds made available through the Florida Housing Finance Corporation ("FHFC") , and

**WHEREAS**, a portion of said HOME grant funding has been prioritized for use in providing affordable rental housing through a local Community Housing Development Organization, hereinafter referred to as "CHDO," and

**WHEREAS**, CEII's organizational structure fulfills the requirements for designation as a local CHDO,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

## **ARTICLE I Supervision**

1. CEII agrees to perform required tasks as stipulated in this contract in cooperation with the Neighborhood Enterprise Foundation, Inc. ("NEFI"), as designated agent for Escambia County.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with CEII, Pathways and ECOH, is designated as follows:

Contract Manager for County: Randy Wilkerson, Executive Director  
Neighborhood Enterprise Foundation, Inc.  
P. O. Box 18178  
Pensacola, Florida 32523  
Phone: (850) 458-0466  
Fax: (850) 458-0464  
E-mail: [randy\\_wilkerson@co.escambia.fl.us](mailto:randy_wilkerson@co.escambia.fl.us)

1.2 Contract Coordinator for CEII: Jim Oleksak, President  
Community Enterprise Investments, Inc.  
302 North Barcelona Street  
Pensacola, Florida 32501  
Phone: (850) 595-6234  
Fax: (850) 595-6264  
E-mail: [joleksak@ceii-cdc.org](mailto:joleksak@ceii-cdc.org)

1.3 Contract Coordinator for Pathways:  
Connie Bookman, L.C.S.W., Executive Director  
Pathways for Change, Inc.  
1211 West Fairfield Drive  
P.O. Box 17852  
Pensacola, FL 32501  
850-202-0028 Office  
850-202-0032 Fax  
E-mail: [bookman.connie4@gmail.com](mailto:bookman.connie4@gmail.com)

1.4 Contract Coordinator for ECOH:  
Brunie Emmanuel, Executive Director  
The ECOH Coalition on the Homeless, Inc.  
2601 W. Strong Street  
Pensacola, Florida 32505  
Phone: (850) 439-3009  
Fax: (850) 436-4656  
E-Mail: [brunie.emmanuel@ECOH.org](mailto:brunie.emmanuel@ECOH.org)



## **ARTICLE II Funding**

2. The funds to be made available by the County in support of the joint CEII, Pathways and ECOH CHDO Special Needs Housing Development Project shall not exceed the minimum amount required to ensure continuing affordability of the HOME and SHIP assisted transitional housing (rental) units, however in no instance shall the total funding provided through this Agreement exceed **\$490,000.00**. Of this total amount, \$10,000 shall be provided to ECOH to support personnel and/or operational costs for managing the Homeless Continuum of Care (CoC) data collection oversight and related HUD reporting requirements, as well as coordinating client data entry into the ECOH managed Homeless Management Information System (HMIS). The remaining balance of \$480,000 shall be available to support design, planning, project management and development costs associated with the Project. Said funds are solely available from the 2009 and 2007 HOME Investment Partnerships Program Grants M-09-DC-12-0225 and M-07-DC-12-0225 ("HOME"), as provided to the Escambia Consortium by HUD, in the amount of \$345,000, and the State Housing Initiatives Partnership Program ("SHIP"), as provided to Escambia County by the Florida Housing Finance Corporation ("FHFC"), in the amount of \$135,000, hereinafter collectively referred to as "Grant". Approvals regarding the referenced HOME and SHIP Grants are incorporated in **Exhibit I** of this Agreement. The Implementation of provisions of this Agreement is contingent upon completion of the environmental review by NEFI, in consultation with CEII, as required by 24 CFR Parts 50 and 58.

2.1. The Grant funds shall be expended to assist CEII, Pathways and ECOH in meeting a portion of the total cost of developing transitional housing units targeted for special needs persons who are homeless, formerly homeless or facing homeless as a result of impending release from a penal institution. The *CHDO Development Proposal* for this Project as submitted by CEII is included in **Exhibit II** of this Agreement. Persons occupying the resulting units shall meet the most restrictive interpretation of the affordability definitions included in Sections 420.9071, Florida Statutes (SHIP Program) and 24 CFR Parts 92.216 and 92.252 (HOME Program).

2.2. The sources and uses of all Project related non-operating funds, including the Grant referenced herein, are detailed in **EXHIBIT III** of this Agreement. Also, included in **EXHIBIT III**, is a complete financial pro-forma, and documentation of the required total Grant funding and/or other subsidies (from all sources), including amounts and terms, which are proposed for use in financing this HOME and SHIP assisted Project.

## **ARTICLE III County and City Responsibilities**

3. As the HUD designated lead jurisdiction for the Escambia Consortium, the County is the recipient of the funds referenced in Article II above and shall have final authority regarding the eligibility of expenditures associated with such funds.

3.1. The County's agent, NEFI, in conjunction with CEII, Pathways and ECOH, shall cooperatively manage the planning, implementation, fiscal accountability, record-keeping, client reporting and compliance matters associated with the CHDO Special Needs Housing

Rental Development Project, and NEFI shall coordinate Project related activities and serve as the primary liaison with HUD as required to identify and document eligible development, Project management, and construction costs associated with **twelve (12) transitional housing units** to be known as the **Clinton Cox Residence**. The specific location of the development site(s) is legally described in EXHIBIT IV of this Agreement. No alternate sites are authorized for the use of funds provided hereunder.

3.2. The County through its agent, NEFI, shall make every effort to complete updates to the HOME Program environmental review record regarding the Project and the proposed use of the Grant funds within thirty (30) days of the date of this Agreement. However, under no circumstances shall County or NEFI incur any liability whether legal, financial, or otherwise, if the process exceeds thirty (30) days or if the Project fails to be implemented.

3.3. All Grant compliance matters shall be under the control of the County, and its agent, NEFI, and all project related Grant payments shall be made by the County, upon recommendation by NEFI, and in consultation with CEII, Pathways and ECOH. However, the County shall retain final authority for the approval or denial of Grant related payments. Payments shall be processed for payment only after submission of proper and complete documentation by CEII and/or Pathways and/or ECOH, as applicable. Payments shall be made by the County to CEII or ECOH, as applicable, not more often than monthly, based upon the County HOME and SHIP share of the overall project construction cost, as certified by CEII.

3.4 The County will reimburse CEII for eligible expenses up to an amount equal to ninety percent (90%) of the total amount of HOME and SHIP funds authorized hereunder, until final completion of the construction phase of the Project as evidenced by issuance of the Certificate(s) of Occupancy by the City of Pensacola Building Inspection Services. Upon documentation of issuance of the Certificate(s) of Occupancy, the County shall reimburse CEII for the remaining ten percent (10%) of incurred HOME and HHRP costs for the Project. The County shall not request disbursements for this project from the HOME Grant through the Federal/HUD Integrated Disbursement Information System (IDIS) until such funds are required for payment of eligible project costs.

3.5 The County will reimburse ECOH, not more frequently than monthly, for Project related personnel and HMIS/CDS capital or operating expenses up to the maximum HOME funding stipulated in Article II, Subsection 2 of this Agreement. ECOH shall provide and document reimbursable Project related services for a minimum of twelve (12) months from the effective date of this Agreement. ECOH shall submit detailed expenditure documentation to the County/NEFI, including paid receipts for all items to be reimbursed with Grant funds. The County shall not request disbursements for this project from the HOME Grant through the Federal/HUD Integrated Disbursement Information System (IDIS) until such funds are required for payment of eligible project costs.

3.6. SHIP-Assisted Units: The County, through the SHIP Program Regulations contained at Sections 420.907-420.9079 of the Florida Statutes (the State Housing Initiatives Partnership (the "SHIP Act") and Chapter 67-37 (SHIP) of the Florida Administrative Code, expressly requires that SHIP assisted transitional housing (rental) units produced through the Project and leased/managed by CEII for the benefit of Pathways, shall be continually

occupied by or made available to low income persons/families, who are case managed by Pathways, in accordance with the SHIP rent and occupancy restrictions cited in Article V of this Agreement. Failure of CEII and/or Pathways to conform to these requirements will be deemed a breach of this Agreement and thereupon this Agreement shall be terminated pursuant to Section 6.1, whereupon, the County may immediately initiate legal action against CEII and/or Pathways, including foreclosure proceedings to recover its interest in the properties described in **EXHIBIT IV** as evidenced by mortgage and note assigned to it by CEII and/or Pathways and recorded in the official records of the County. County, as mortgagee, agrees to subordinate its interest in the subject properties only to the extent necessary for CEII and/or Pathways to secure the financing required for the Project described in this Agreement. Specifically, the County agrees to subordinate the County's HOME/SHIP Loan to a first mortgage in the approximate amount of **\$230,000.00** (amount subject to revision based on actual required first mortgage financing) and further, that the County's HOME/SHIP loan set forth herein shall be a second mortgage. County agrees that the HOME/SHIP Loan provided hereunder shall be secured by a subordinate mortgage which is inferior to other private sector financing provided to CEII and/or Pathways.

3.7. **HOME-Assisted Units**: The County and HUD through the HOME Investment Partnerships Program Regulations contained at 24 CFR Part 92 expressly require that the HOME assisted rental units produced through the Project and leased/managed by CEII shall continually occupied by lower income persons/families for the benefit of Pathways, shall be continually occupied by or made available to low income persons/families, who are case managed by Pathways, in accordance with the HOME rent and occupancy restrictions cited in Article V of this Agreement. Failure of CEII and/or Pathways to conform to these requirements will be deemed a breach of this Agreement and thereupon this Agreement shall be terminated pursuant to Section 6.1, whereupon, the County will immediately initiate legal action against CEII and/or Pathways, including foreclosure proceedings to recover its interest in the properties described in **EXHIBIT IV** as evidenced by mortgage and note assigned to it by CEII and or Pathways and recorded in the official records of the County. The County agrees to the subordination of its interest in the subject properties only to the extent necessary for CEII and/or Pathways to secure the financing required for the Project described in this Agreement. Specifically, the County agrees to subordinate the County's HOME/SHIP Loan to a first mortgage in the approximate amount of **\$230,000.00** (amount subject to revision based on actual required first mortgage financing) and further, that the County's HOME/SHIP loan set forth herein shall be a second mortgage. County agrees that the HOME/SHIP Loan provided hereunder shall be secured by a subordinate mortgage which is inferior to other private sector financing provided to CEII and/or Pathways.

3.8. For the duration of this Agreement, the County and/or its agent, NEFI, shall monitor, review and assess the performance of CEII, Pathways and/or ECOH at least annually with regard to administrative matters, programmatic records, fiscal management associated with the HOME/SHIP Loan assistance, and documentation of compliance with the provisions of this Agreement.

3.9. County and/or NEFI shall at least annually, for the duration of this Agreement, review the occupancy, rents, and physical condition of the SHIP and HOME assisted rental units under the management of CEII and/or Pathways and/or its designated rental or leasing agents, specifically with regard to: certification and documentation of tenant eligibility and income, computation of rent and utility allowances, conformance with minimum Section 8

Housing Quality Standards (HQS) or other uniform standard(s) as may be required by HUD during the term of this agreement, and compliance with rent controls and occupancy requirements stipulated in Article V of this Agreement.

#### **ARTICLE IV CEII, Pathways and ECOH Responsibilities**

4. CEII and Pathways agree to assist and cooperate with the County/NEFI, HUD, FHFC and other parties as required throughout the planning, design, site development, and construction of the transitional housing (rental) units; completion of initial and subsequent transitional housing (rental) unit lease-up processes; and in assuring SHIP and HOME post-occupancy tenant/rent compliance measures associated with the SHIP and/or HOME assisted Project, currently known as the **Clinton Cox Residence**, as described in this Agreement.

4.1. CEII and/or Pathways and/or their architects, engineers, contractors and/or subcontractors shall properly secure and/or ensure that all plans, approvals, permits, insurances, certifications, and official actions required to successfully culminate the Project are legally secured by any and all parties directly or indirectly participating in acquisition, development, construction and occupancy of the SHIP and HOME assisted project.

4.2. CEII shall diligently prosecute the construction of: **twelve (12) transitional housing (rental) units on property described in EXHIBIT IV which is under the direct control of CEII or Pathways in accordance with the terms and conditions as described herein.** With the exception of the HOME funds provided to ECOH as described in Article II and Article IV, Section 4.10 of this Agreement, the HOME and SHIP funds committed to CEII and Pathways through this Agreement shall be limited to payments toward documented engineering, design, site work/infrastructure, CEII Project management cost (developer fee), and construction of the **twelve (12)** transitional housing units and amenities thereto, including necessary common use space for the residents. Evidence of CEII or Pathways control of the development site described in **EXHIBIT IV** by long-term lease shall be required prior to approval of any HOME or SHIP payments authorized hereunder, and shall be incorporated into this Agreement at **EXHIBIT V**. Estimated Project costs are delineated in the pro-forma and project capitalization information incorporated in **EXHIBIT III** of this Agreement. The funds required for development of the transitional housing (rental) units and related improvements thereto shall be provided and/or financed through: Escambia/Pensacola SHIP funds, Escambia Consortium HOME CHDO funds, private mortgage lender(s), Pathways equity, and other funds as may be secured by CEII and/or Pathways, specifically for this Project. **One hundred percent (100%) of said transitional housing units shall be deemed SHIP assisted units and, of this total, nine (9) transitional housing units shall be dually be deemed HOME assisted units for purposes of this Agreement and continuing requirements related thereto.**

The responsibility for negotiating, arranging, securing and collateralizing the development and construction financing shall reside solely with CEII and Pathways; and the County, nor NEFI, nor any of their respective agents, representatives or employees shall incur any liability, debt, or obligation in relation to such financing. Prior to the expenditure of any

HOME or SHIP Grant funds provided hereunder, CEII and Pathways shall document the availability of private lender or other funds in amounts required to culminate this Project.

4.3. (a) CEII and Pathways shall be responsible for securing and documenting the availability of private lender funds or other funds required for this Project. A written assurance executed by an authorized official or representative of the private lender(s) or contributor(s) shall be provided to the County evidencing approval of CEII's or Pathway's loan request for this project concurrent with distribution of SHIP or HOME funds under this Agreement. Following construction, all SHIP and HOME assisted units shall meet or exceed applicable requirements of the current Florida Building Code as adopted by the City of Pensacola.

(b) The Project plans and technical specifications shall be jointly developed by CEII and Pathways, in consultation with their designated Development Team, comprised of, but not limited to, the Project architect, Project engineer, Project general contractor, and Project Construction Manager. CEII and Pathways agree that all contract documents entered with these various parties shall incorporate Federal, State and local contract language, forms, certifications, and related matters associated with HUD or SHIP project financing. Prior to execution, such contract documents shall be submitted to the County/NEFI for review and written approval prior to ensure that such provisions are properly appended. The Project will be undertaken by the Development Team as assembled by CEII and Pathways in response to the CHDO Request for Proposals. CEII or qualified members of the Development Team, under CEII's supervision, shall perform construction oversight, inspection and approval functions so as to ensure proper completion of the construction work by the selected project contractor. Prior to initiation of the construction work, the Project plans shall be approved and permitted by the cognizant City of Pensacola permitting agencies and any other permitting authorities having jurisdiction over the Project. Completed work shall be inspected and approved by City of Pensacola Building Inspection Services, and any other cognizant agencies having permit approval authority with regard to the project. Such approvals shall be fully documented in the Project records maintained by CEII and shall be provided to NEFI upon request.

(c) The Utilization Goal for MBE/WBE firms for the Project is 10% of the total project development cost and CEII, Pathways and their Project Development Team shall make every effort to attain such goal through MBE/WBE outreach activities. Further, CEII and Pathways shall actively seek to support the County's Section 3 Employment Goals by strongly encouraging the employment of lower income Project area residents or lower income persons for any for any vacant positions created or filled in conjunction with the completion of this Project.

(d) CEII shall provide detailed documentation to the County/NEFI indicating the actual design, development and construction costs incurred with respect to the rental units and payment of all such costs by or through CEII to ensure the avoidance of contractor, subcontractor, mechanic or vendor liens, encumbrances, judgments or other actions potentially endangering the marketability of the property and title thereto. In the event that CEII allows such liens, encumbrances, or other actions relating to the construction work to be placed against the property described in **EXHIBIT IV** of this Agreement, CEII shall be

solely responsible for payment of all actual costs and legal or other professional fees incurred in effecting the immediate removal of any such encumbrance.

4.4. Subsequent to completion of all aspects of the development process, including project inspections and construction releases, in consultation with Pathways, CEII shall affirmatively coordinate leasing and occupancy of the HOME/SHIP assisted transitional housing units to homeless persons, formerly homeless persons and/or persons threatened with homelessness due to imminent release from a penal institution, who are receiving ongoing case management and supportive services via Pathways. Due to the rehabilitative purpose of this Project, only those persons receiving case management and supportive services through Pathways shall be eligible to occupy the units created through this Project. Such occupancy shall at all times be in accordance with the rent controls and lower income occupancy requirements stipulated in Article V of this Agreement. Within the targeting limitations imposed by this Agreement, by execution of this Agreement, CEII and Pathways agree unconditionally to abide by the Affirmative Marketing and Minority Outreach Standards contained in this Agreement as **EXHIBIT V, as applicable to leasing and occupancy of the units developed hereunder**. The Utilization Goal for MBE/WBE firms for the Project is 10% of the total project development cost, and CEII and the Project Development Team shall make every effort to attain such goal through MBE/WBE outreach activities.

4.5. CEII shall provide copies of all project-related invoices and expenditures to the County's agent, NEFI, as required to fully document the total Project (development) cost, including all sources of funds.

4.6. In the event CEII fails to fully complete the development of the units and/or fails to fully comply with the subsequent SHIP and/or HOME assisted unit occupancy requirements stipulated in this Agreement and the SHIP the HHRP Program Regulations contained at Sections 420.907-420.9079 of the Florida Statutes (the State Housing Initiatives Partnership, the "SHIP Act") and Chapter 67-37 (SHIP) of the Florida Administrative Code, and HOME Regulations found at 24 CFR Part 92, CEII shall be directly and solely liable for the repayment of the total SHIP and HOME Deferred Payment Loan provided to CEII by the County through this Agreement in an amount of **\$480,000.00**, or for the portion thereof expended by the County in connection with this Agreement. In the event of such failure, the County shall immediately initiate actions to recover its interest in the SHIP/HOME assisted properties. Said repayment by CEII to the County shall be made in full within sixty (60) days from the date of initiation of such action by the County. Any repayment by CEII shall be deposited by the Office of the Clerk of the Circuit Court into the Escambia/Pensacola SHIP Housing Trust Fund and the Escambia Consortium HOME Investment Trust Fund, distributed between funds in the proportionate amounts cited in Article II Section 2 of this Agreement. In the event that at the time of repayment, neither of these Trust Funds remain in existence, the repayment shall be deposited in County Fund 124 and shall be utilized to further affordable housing or community development activities in Escambia County.

4.7. CEII shall maintain control of the property and improvements thereto, through a fifty (50) year sublease from Pathways, as described in **EXHIBIT IV** for the minimum duration of this Agreement, unless said property is leased back to Pathways for its continued use in conformity with the tenets of this Agreement, failing which, CEII shall be immediately and fully liable for repayment of the undepreciated portion of the total **\$480,000.00** SHIP and HOME Deferred Payment Loan provided to CEII by the County.



4.8. CEII, as Project manager and developer, shall retain all rental income produced through lease of the subject units to eligible tenants, and shall utilize said income to provide for the continuing operation, maintenance and repayment of indebtedness as required to maintain affordability and occupancy standards.

4.9. CEII and Pathways agree to restrict use of the parcel legally described in **EXHIBIT IV** to the long-term affordability and occupancy restrictions delineated in Article 5, Section 5(a) and 5(b) of this Agreement. The long term affordability of the units assisted through this Agreement shall be guaranteed by recording a subordinate mortgage favoring Escambia County, with said Mortgage to bind CEII and Pathways to such restrictions.

4.10 ECOH is the designated Homeless Continuum of Care (CoC) agency serving Escambia and Santa Rosa counties for purposes of CoC coordination; short and long-term planning and prioritization for homeless housing and supportive services; management and oversight of the HUD CoC funds distribution application and approval process; linkages with federal, state or locally financed mainstream services for benefit of the homeless; integration of social support networks within the area's homeless services arena; outreach to and identification of homeless persons, families and special needs populations in Escambia and Santa Rosa counties; local coordination and oversight of the HUD mandated Homeless Point In Time (PIT) Survey; and administration of the local Homeless Management Information System (HMIS) and the Community Data System (CDS). The Project targets the integrated delivery of transitional housing and supportive services to homeless or formerly homeless special needs populations that fall within the purview of ECOH's CoC planning, oversight and reporting responsibilities. Throughout the duration of this Agreement, ECOH will provide or assist Pathways in the provision of: (1) CoC related planning, coordination and implementation support to CEII and Pathways with respect to the Project and its intended beneficiaries; (2) identification of external community resources that will aid Pathways in attaining successful, long term recovery of persons assisted through this Project; (3) follow-up with formerly homeless persons exiting the Project; and data collection, assessment, reporting and evaluation through its management of the HMIS and CDS systems locally.

4.11 ECOH shall assemble HMIS/CDS compliant data specific to this Project; generate continually updated reports, that can be tracked to the individual client level (within appropriate client information security protocols); and provide HMIS/CDS generated written Project specific service reports to NEFI and/or the County, as directed by NEFI. Said reports shall begin upon initiation of the transitional housing lease-up process by CEII and Pathways and shall be provided to NEFI by the 10<sup>th</sup> day of each month until initial 100% lease-up is attained. Thereafter, such reports shall be provided to NEFI at least annually on or before the 15<sup>th</sup> day of January for the duration of the affordability period identified in Article V below.

**ARTICLE V**  
**Commitment to Continuing Affordability**

5. CEII, in its role as developer and manager of the transitional housing units produced hereunder, shall at all times, beginning with initial occupancy through the full duration of this

Agreement, ensure that the resident (tenant) occupancy, unit lease/rental rates, and minimum housing quality standards are maintained for all of the SHIP and HOME assisted units located on the property described in **EXHIBIT IV** of this Agreement. CEII shall closely coordinate with Pathways and shall reserve said units for occupancy by eligible persons who are case managed by Pathways. Should CEII fail, at any time during the term of this Agreement, to meet the occupancy, income and/or rent control standards delineated below, CEII shall be deemed in violation of the tenets of this Agreement, which shall subject said Agreement to termination in accordance with provisions of Article VI of this Agreement. The minimum standards which must be attained at initial lease-up and sustained thereafter are:

**SHIP-Assisted Units:**

**100% of the rental units (or 12)** shall be deemed SHIP assisted units and shall be occupied by persons (or families) who have adjusted incomes that do not exceed 120% of the Pensacola MSA median income adjusted for family size. Such units shall have monthly rents which shall not exceed the Fair Market Rent for the Pensacola Metropolitan Area as provided in **EXHIBIT VII** of this Agreement, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated by the U. S. Department of Housing and Urban Development.

**HOME-Assisted Units:**

As denoted above, **100% (or 12)** of the units provided through the Project shall be deemed SHIP assisted. Additionally, of the **12** units, **nine (9)** shall be deemed HOME-assisted rental units, and shall require the dual application of rent, occupancy and tenant income restrictions imposed by the governing regulations of the Federal HOME Program, generally denoted as follows:

(a) 100% of the HOME assisted rental units (**9 units**) shall be occupied by families who have annual adjusted incomes that are at or below 50% of the Pensacola MSA median income adjusted for family size. Such units shall have monthly rents which are the lesser of either: the Low HOME Rent for existing housing minus any tenant paid utilities, or 30% of adjusted income for households at 50% of Pensacola MSA median income minus tenant paid utilities (the 50% Rent). The initial HOME rents for families below 50% of median (the 50% Rent) and the Low HOME Rents shall be as provided in **EXHIBIT VII** of this Agreement, subject to adjustment for any tenant paid utilities and revisions to said rent rates as promulgated by HUD.

(b) In instances where any utilities are paid for by the tenant, CEII shall be required to utilize the City of Pensacola's Section 8 Existing Housing Allowances for Tenant-Furnished Utilities and Other Services in calculating the adjusted (reduced) HOME rents for the respective unit(s).

(c) All HOME assisted units shall be routinely inspected so as to assure continual conformity with HUD Section 8 Minimum Housing Quality Standards (HQS). CEII shall maintain records and evidence to document such inspections and corrective actions taken to eliminate any identified deficiencies. Said inspections completed by any or all of the following entities shall be acceptable for documentation of this annual inspection obligation: FHFC or HUD or their duly authorized monitoring agents, the County, NEFI, or the City of Pensacola Housing Department.

5.1. CEII shall at all times monitor the occupancy and maintain auditable records clearly indicating that the SHIP and HOME assisted rental units remain in total compliance with the rent controls for the full duration of this Agreement. Further, at the time of initial one hundred (100%) percent lease-up, and at least annually thereafter for the duration of this Agreement, CEII, with assistance of ECOH and Pathways, shall ensure that documentation is provided to the County or its agent, NEFI, evidencing compliance with the rent and occupancy provisions of Article V Section 5 above with respect to the SHIP and HOME assisted units. The income of all SHIP and HOME assisted clients (tenants) shall be recertified at least annually, or at the time of initial occupancy of a Project unit, whichever occurs earlier. It shall be the responsibility of CEII to ensure that complete copies of all client (tenant) recertifications are provided to the County's agent, NEFI, at least annually.

5.2. CEII, Pathways and ECOH shall cooperate fully with the County; its agent, NEFI; the City of Pensacola Housing Department; HUD; the State of Florida; FHFC or their duly authorized representatives, during the conduct of the annual performance review and/or the annual monitoring of the Project. Access to all pertinent records and project information shall be afforded to such entities upon reasonable request.

## **ARTICLE VI**

### **Agreement Period**

6. This Agreement shall commence on the 2nd day of June, 2011, and shall terminate exactly twenty (20) years from the date of CEII's execution of the Mortgage and Promissory Note included in this Agreement by reference, unless terminated earlier per Section 6.1. All provisions stated herein shall remain in force for the full term of this Agreement.

6.1. If CEII, Pathways or ECOH should fail to perform their duties and responsibilities as defined herein, or should HOME and/or SHIP Grant funds cease to be available to the County, the County may, without any legal or financial liability, or recourse to CEII, Pathways or ECOH, terminate this Agreement by providing written notice to CEII, Pathways or ECOH fifteen (15) days in advance of the effective date of such termination. In the event of termination for lack of funds, the County shall only be obligated to pay those costs incurred and approved for payment prior to the date of issuance of said termination notification to CEII, Pathways or ECOH, and such payments shall be made only to the extent that HOME and SHIP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for CEII, Pathways or ECOH 's failure to perform, the County shall afford CEII, Pathways or ECOH the opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by CEII, Pathways or ECOH. Failing actions by CEII, Pathways or ECOH to rectify the deficiencies within the fifteen (15) day period, the County shall thereupon immediately initiate action, including foreclosure actions in accordance with provisions of the mortgage and note to recover any previously expended HOME and/or SHIP funds from CEII, Pathways or ECOH.

**ARTICLE VII**  
**Records**

7. The County, NEFI, CEII, Pathways and ECOH agree to maintain records specifically related to this project in an organized and properly indexed manner as to assure proper accountability and documentation of all project related activities, expenditures and actions.

7.1. The County, NEFI, CEII, Pathways and ECOH Project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following the termination of this Agreement, unless such records are the basis of litigation or audit, under which circumstance, they shall be maintained indefinitely pending the outcome of such litigation or audit. Access to such records shall be provided to the County, City of Pensacola (or the Pensacola Housing Department), NEFI, the State of Florida, FHFC, HUD, and other duly authorized parties upon reasonable request.

7.2. CEII and Pathways shall be jointly responsible for continually maintaining readily accessible, written documentation regarding SHIP and/or HHRP assisted units and families as required by Florida Statutes, Chapter 420, Sections 420.907-420.9079 and FHFC Administrative Rule 67-37, and any amendments thereto, and as required by the HOME Investment Partnership Act (HOME) Regulations at 24 CFR Part 92, including but not limited to: tenant applications; tenant income information; HOME or SHIP assisted unit occupancy, HOME, SHIP and non-HOME/SHIP rent information, and rental unit inspection records.

7.3. CEII, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of CEII as required by the HUD Regulation at 24 CFR Part 92.505(b) and 92.506 and pertinent requirements of Florida Statutes, Chapter 420, Sections 420.907-420.9079 . Said audit must be undertaken in conformance with the requirements of OMB Circular A-122 and the following requirements of OMB Circular A-110; Attachments B, F, H, and O. One (1) complete original of each annual audit shall be provided to NEFI, as agent for the County, or to the Escambia County Office of the Clerk of the Circuit Court/Finance Division by CEII for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by CEII, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to NEFI or the Escambia County Office of the Clerk of the Circuit Court/Finance Division.

**ARTICLE VIII**  
**Insurance and Indemnification**

8. CEII, Pathways and ECOH shall act as independent contractors, and not as employees of the County or its designated Agent, NEFI, in providing the aforementioned service. CEII, Pathways and ECOH shall hold harmless Escambia County, Neighborhood Enterprise Foundation, Inc. (NEFI), and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. CEII, Pathways and ECOH's obligation shall not be limited by, or in any way to,

any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

8.1 CEII shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

a. The recipient shall maintain a commercial general liability insurance policy with minimum limits of coverage in the amount of \$1,000,000 per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability. The County and NEFI shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County, and/or NEFI shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.

b. Automobile liability with combined single limits of \$300,000, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.

c. CEII shall procure and maintain a workers' compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or shall provide written documentation of exemption from such requirements. The other party shall also purchase any other coverage's required by law for the benefit of the employees. CEII shall ensure that all construction, installation or similar contractors employed by CEII in the completion of this project shall maintain workmen's compensation coverage in limits required by law.

All of the above policies shall be with carriers admitted to do business in the State of Florida. CEII shall have certificates of insurance forwarded to:

Escambia County  
Office of Risk Management  
P.O. Box 1591  
Pensacola, Florida 32597

The certificates shall show the County and NEFI as additional insureds and the certificate holder shall provide that Escambia County, and NEFI shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, and/or NEFI, CEII shall furnish copies of CEII's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which shows policies with Insurers with a Secure A.M. Best rating and financial rating guide. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. CEII shall

replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and NEFI and shall file with the County, and NEFI Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, and NEFI, CEII shall, upon instructions of the County and NEFI, cease all operations under the Agreement until directed by the County, and NEFI, in writing, to resume operations.

8.2 CEII required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above CEII's coverage. CEII's policies of coverage will be considered primary as related to all provisions of the Agreement.

8.3 CEII agrees to pay on behalf of the NEFI, and/or County, as well as provide a legal defense for the NEFI and/or County, which will be done only if and when requested by NEFI and/or County, for all claims as described in Article V of this Agreement. Such payment on the behalf of the NEFI and/or County shall be in addition to any and all other legal remedies available to NEFI and/or County and shall not be considered to be NEFI and/or County's exclusive remedy.

8.4 CEII and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. CEII agrees to indemnify and hold harmless the County and NEFI, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting from the negligence of CEII, its employees, agents, subcontractors, or other authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, CEII assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

## **ARTICLE IX Certification of CHDO Qualification**

9. CEII is currently a chartered Florida non-profit, Community Development Corporation, organized in accord with Florida Statutes, and has obtained the approval of the U.S. Internal Revenue Service as a 501(c)(3) entity. CEII shall maintain the foregoing status throughout the term of this Agreement, and shall immediately notify the County of any change, revocation, or alteration of such status. Should CEII at any time during the term of this Agreement cease to meet requirements for CHDO designation, the same shall be deemed a breach of this Agreement and this Agreement shall be deemed terminated effectively immediately in accordance with provisions of Article VI Section 6.1, and thereupon, the County shall initiate legal actions against CEII as required to protect the HOME and SHIP assisted property.



9.1. CEII warrants that the corporation meets the definition of a CHDO, as described the HOME Regulations found at 24 CFR Part 92, and such assertion is evidenced by the CHDO Designation appended to this Agreement as **EXHIBIT VIII**. CEII further warrants that it has, as one of its priority purposes, the provision of affordable, decent housing for lower income families, and that CEII has the administrative capability and financial accountability required to implement the HOME and SHIP assisted activities described in this Agreement.

## **ARTICLE X Project Schedule**

10. CEII and County agree that all activities associated with the HOME and SHIP assisted Special Needs Housing Development Project as described herein shall be fully completed within twelve (12) months of the effective date of this Agreement, and that CEII shall make every reasonable effort to attain 100% occupancy within eighteen (18) months of said effective date. The General Project Implementation Schedule included in **EXHIBIT IX** shall be utilized as performance guideline for the project.

## **ARTICLE XI General Provisions**

11. The County, CEII, Pathways, ECOH and their agents or representatives shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the SHIP Regulations and HOME Investment Partnerships Program Regulations, and subsequent amendments thereto. In the event of conflict between the governing regulations, the stricter interpretation shall govern, unless the issue is only with respect to the HOME set-aside units, wherein the HOME Regulations shall govern. CEII shall fully comply with the uniform administrative, fiscal and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable to CEII. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 CFR Part 92 shall be required at all times with respect to HOME funded aspects of the development.

11.1. CEII, Pathways, ECOH, County and their agents or representatives shall fully conform to the provisions and requirements of the State Housing initiatives Partnership Program as found at Sections 420.907-420.9079 of the Florida Statutes and 67-37 of the Florida Administrative Code, and subsequent amendments thereto. Acceptance of such requirements is evidenced by the acknowledgement contained in **EXHIBIT X**.

11.2. CEII, Pathways, ECOH and County agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of Federal Laws and Regulations appended hereto as **EXHIBIT XI**, *especially with regard to the HOME assisted units*. Such Federal requirements which are more fully described in **EXHIBIT XI** include, but are not limited to: Equal Employment Opportunity, Fair and Equal Access to Housing, Provisions Prohibiting Discrimination, Section 3 Compliance, MBE/WBE Utilization Goals, Affirmative Marketing Measures, Davis-Bacon Labor Standards Provisions (for projects exceeding eleven HOME-assisted units), Contract Work Hours Act, Lead-Based Paint

Inspection and Treatment Requirements, Conflict of Interest Provisions, Anti-Nepotism Provisions, Relocation Requirements, Prohibition Against the use of Federally Debarred or Suspended Contractors or Sub-contractors, and Flood Insurance Provisions. In executing this Agreement, CEII certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon wage rates and all related payroll reporting and compliance requirements shall not apply to this agreement as only ten (10) units will be HOME-assisted.

11.3. CEII, acting as Project developer, shall not be required to comply with sealed bidding and related procurement requirements of OMB Circular A-85. As stipulated in the CEII CHDO Development Proposal for Special Needs Housing included in **Exhibit II** of this Agreement, CEII shall utilize a Development Team to fully complete development of the Project. Members of the Development Team as identified in the CHDO Development Proposal are acceptable to the County and NEFI. In the event that any members of the Development Team are changed by CEII after execution of this Agreement, CEII shall notify the County via NEFI of such change(s) prior to formally contracting for the services of the newly engage firms or parties.

11.4 CEII, Pathways and ECOH shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or familial status. CEII, Pathways and ECOH shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. CEII, Pathways and ECOH agree to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.

11.5. CEII, Pathways and ECOH are familiar with all of the terms and conditions of this Agreement and its responsibilities, indemnities, guarantees and warranties contained herein. CEII, Pathways and ECOH agree unconditionally to these terms.

## **ARTICLE XII**

### **Understanding of Terms**

12. **EXHIBITS I-XI**, attached hereto are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.

12.1. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

12.2. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

12.3. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

12.4. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

12.5. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.

12.6. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

12.7. The terms of this Agreement shall survive closing upon the project.

**IN WITNESS WHEREOF**, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first above given.

**ESCAMBIA COUNTY, a political subdivision  
of the State of Florida, by and through its  
BOARD OF COUNTY COMMISSIONERS**

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

BCC Approved: June 2, 2011

Agreement Executed: \_\_\_\_\_, 2011

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

BY: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**Escambia County Legal Department Approval:**

This document approved as to form  
and legal sufficiency.

By: Kristin Hual

Title: ACA

Date: 4/28/11

**Community Enterprise Investments, Inc.**, a not for profit corporation chartered in the State of Florida

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary  
(SEAL)

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ who is President of Community Enterprise Investments, Inc., a not for profit corporation, who did not take an oath and who:

- \_\_\_ is/are personally known to me.
- \_\_\_ produced current Florida driver's license as identification.
- \_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal must be affixed)

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**Pathways for Change, Inc.**, a not for profit corporation chartered in the State of Florida

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary  
  
(SEAL)

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ who is President of Pathways for Change, Inc., a not for profit corporation, who did not take an oath and who:

- \_\_\_ is/are personally known to me.
- \_\_\_ produced current Florida driver's license as identification.
- \_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal must be affixed)

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**The EscaRosa Coalition on the Homeless, Inc.**, a not for profit corporation chartered in the State of Florida

By: \_\_\_\_\_  
\_\_\_\_\_, President

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Corporate Secretary

(SEAL)

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ who is President of The EscaRosa Coalition on the Homeless, Inc., a not for profit corporation, who did not take an oath and who:

\_\_\_ is/are personally known to me.

\_\_\_ produced current Florida driver's license as identification.

\_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal must be affixed)

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

# **EXHIBIT I**

**Board of County Commissioners Resume  
Approval of HOME and SHIP Program Funding**

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

4. Taking the following action concerning approval of the 2009 Escambia Consortium Annual Action Plan (Funding: Fund 129/CDBG, Fund 147/HOME, and Fund 110/ESG; Cost Centers to be assigned):

1829

A. Approving the 2009 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2009 Annual 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 (ESG) Program funds, in the amount of \$91,704; and

B. Authorizing the County Administrator to execute the 2009 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U.S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2009 CDBG, 2009 HOME, and 2009 ESG Programs.

5. Taking the following action regarding the Community Development Block Grant-Recovery (CDBG-R) Grant for Sanitary Sewer Improvements awarded by the U.S. Department of Housing and Urban Development (Funding: Fund 129/CDBG, Cost Center to be assigned):

1829

A. Approving the Interlocal Agreement with Emerald Coast Utilities Authority, in the amount of \$559,361, providing for the construction of public sanitary sewer system improvements in the Dorrie Miller/Aviation Field neighborhood, utilizing CDBG-R funds;

B. Authorizing the Chairman or County Administrator, as appropriate, to execute the Interlocal Agreement and all related documents as required to implement the project; and

C. Authorizing the Office of the Clerk of the Circuit Court to record the Interlocal Agreement in the Official Records of Escambia County.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-30. Approval of Various Consent Agenda Items – Continued

22. Continued...

B. Adopting a Resolution (*R2007-129*) authorizing the Chairman to sign the County Incentive Grant Program Agreement; and

C. Authorizing the Chairman to sign the Resolution.

23. Adopting a Resolution (*R2007-130*) declaring a public purpose and authorizing construction of driveway improvements on private property owned by St. Andrew United Methodist Church at 836 West Michigan Avenue (Funding Source: Local Option Sales Tax II, Fund 351). 2022

24. Ratifying the action of Escambia County Community Redevelopment Agency (CRA) accepting the "Operation Brownsville" Follow-Up Action Register to continue enhanced operations in the Brownsville Redevelopment Area; the total financial contribution from the CRA Tax Increment Financing Trust Fund throughout the 2006-2007 and 2007-2008 Fiscal Years is \$1,183,120 (Cost Center: 220515). 2022

25. Taking the following action concerning the 2007 Escambia Consortium Annual Action Plan: 2022

A. Approving the 2007 Escambia Consortium Annual Action Plan for Housing and Community Development, including the Escambia County 2007 Annual Plan, detailing use of 2007 Community Development Block Grant (CDBG) funds, in the amount of \$2,142,493; 2007 HOME Investment Partnerships Act (HOME) funds, in the amount of \$1,642,280; 2007 HOME American Dream Downpayment Initiative (ADDI) funds, in the amount of \$30,345; and 2007 Emergency Shelter Grant Program (ESG) funds, in the amount of \$92,982; and

B. Authorizing the County Administrator to execute the 2007 Annual Action Plan forms, certifications, and related documents, as required to submit the Plan to the U. S. Department of Housing and Urban Development, and authorizing the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2007 CDBG, 2007 HOME, 2007 ADDI, and 2007 ESG Programs.

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-6. Approval of Various Consent Agenda Items

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, approving various Consent Agenda Items 1 through 6, as follows:

1818

1. Taking the following action regarding the Escambia/Pensacola 2008–2010 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan:

1818

[Click here and go to Pages 38-86 to view the SHIP Program Annual Report \(July 1, 2008- June 30, 2009\)](#)

- A. Approving *(to adopt)* a Resolution *(2007-88)* adopting the Escambia/Pensacola 2008-2010 SHIP Local Housing Assistance Plan, including SHIP-financed, affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications as recommended by the Board-appointed Escambia/Pensacola Local Housing Partnership; projected SHIP funding for each year of the three-year Plan period is: 2008 – \$2,879,133; 2009 – \$2,879,133; and 2010 – \$2,879,133, including estimated program income;
- B. Approving the SHIP Program Interlocal Agreement with the City of Pensacola, providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
- C. Authorizing the Chairman and/or County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Program Plan and all related activities; and
- D. Authorizing the Office of the Clerk of the Circuit Court to record the *Interlocal Agreement* in the Official Records of Escambia County.

# **EXHIBIT II**

**HOME CHDO  
2011 REQUEST FOR PROPOSALS**

**FOR**

**TARGETED SPECIAL NEEDS HOUSING DEVELOPMENT**































# **EXHIBIT III**

## **CHDO SPECIAL NEEDS HOUSING DEVELOPMENT**

### **CLINTON COX RESIDENCE PROJECT BUDGET AND SOURCES/USES STATEMENT**

CHDO Housing Development Project				12	units
Special Needs Housing (Clinton Cox Residence)		<b>DEVELOPMENT COST PROFORMA</b> <i>(all costs are estimated)</i>			
			<b>PER UNIT</b>	<b>TOTAL</b>	
<b>USES</b>			<b>COSTS</b>	<b>COSTS</b>	
<b>PROPERTY &amp; FACILITY CONSTRUCTION:</b>					
Acquisition/Land (Value of Donation)			8,333.33	100,000	
General Conditions (incl. W/C, Payroll Taxes & Misc.)			6894.29	90,684	
Site Preparation/Site Work			6999	84,741	
Architect & Engineering Fees			3,205.25	38,463	
Building/Development Permits & Impact Fees			2083.33	25,224	
Foundation & ICF Wall System			8446	102,260	
Rough Framing/Dry-in (including windows, doors & roofing)			11794.42	142,799	
Exterior & Interior Finishes and Furnishings			7730.17	93,590	
Plumbing/HVAC/Electrical			12916.66	156,402	
Insurance (general liability, construction & builders risk)			964.25	11,571	
Contractor's Overhead & Profit			2926.17	35,114	
Project Contingency			1536.25	18,435	
CHDO (CEII Developer's Fee)			4,166.66	50,000	
<b>TOTAL USES</b> (includes value of donated property)			<b>79,107</b>	<b>949,283</b>	
<b>SOURCES</b>				<b>Permanent</b>	
First Mortgage (Private Lender)			27,568.33	369,283	
2nd Mortgage - ESCAMBIA SHIP & HOME Loan			40,000	480,000	
Equity (Land)			8,333	100,000	
<b>TOTAL SOURCES</b> (includes value of donated property)			<b>79,107</b>	<b>949,283</b>	

NOTE: THE PROJECT DEVELOPMENT BUDGET **DOES NOT INCLUDE** THE \$10,000 IN HOME SUPPORT PROVIDED TO ECOH THROUGH THIS AGREEMENT. IT IS OVER AND ABOVE THE DEVELOPMENT BUDGET CITED ABOVE.



**Payment Process for  
Project Management (Developer's) Fee**

**The Project Management (Developer's) Fee of shall be payable to CEII in installments throughout the design, development and construction phases of the Project. CEII is authorized to request Project Management (Developer's) Fee disbursements at the following stages of the project in the up to the stated amounts.**

Construction Plans approved by City of Pensacola (Permit Ready)	5% of Developer's Fee, not to exceed <b>\$2,500</b>
Execution of Project Construction Contract (fully executed copy provided to NEFI)	5% of Developer's Fee, not to exceed <b>\$2,500</b>
Facility Construction: Foundation Complete and Approved (verified by Building Inspection records)	10% of Developer's Fee, not to exceed <b>\$5,000</b>
Facility Construction: Rough Framing Complete and Approved (verified by Building Inspection records)	15% of Developer's Fee, not to exceed <b>\$7,500</b>
Facility Construction: Facility Dried-in with roof & windows installed. Subcontractor rough-ins (plumbing, electrical, HVAC) Complete and Approved (verified by Building Inspection records)	10% of Developer's Fee, not to exceed <b>\$5,000</b>
Facility Construction: Interior Completion Stage (deemed complete upon sheetrock installation)	10% of Developer's Fee, not to exceed <b>\$5,000</b>
Facility Construction: Facility Substantially Complete-Certificate of Occupancy Issued (verified by Building Inspection records)	20% of Developer's Fee, not to exceed <b>\$10,000</b>
Facility Complete (including any punch list items), accepted by Pathways, and Ready for Occupancy	Unpaid balance of Developer Fee, to exceed <b>\$12,500</b>

# **EXHIBIT IV**

**PROJECT LOCATION**

**DEVELOPMENT SITE MAP AND  
LEGAL DESCRIPTION**



# **EXHIBIT VI**

## **AFFIRMATIVE MARKETING AND MINORITY OUTREACH STANDARDS**

## ***AFFIRMATIVE MARKETING AND MINORITY OUTREACH:***

The Escambia Consortium, all participating administering entities, and participating CHDO organization(s) shall make reasonable outreach efforts to include minority and women-owned businesses in the activities associated with the local HOME Program. Further, the Consortium shall maintain, to the extent allowed by law, a preference for utilization of MBE and WBE firms in conducting the business of the individual jurisdictions comprising the Consortium. This preference will include activities and contracts resulting from implementation of the HOME Program. At a minimum, the Consortium, and participating CHDO organization(s) shall document attainment of the following standards:

1. A good faith, comprehensive and continuing effort to reach and involve minority and women-owned businesses in local program activities.
2. Publication of the jurisdictional commitment and intent to utilize minority and women-owned businesses in the conduct of business.
3. Designation of key staff with oversight responsibility for such efforts and activities.
4. Make efforts to utilize all available and appropriate public and private sector resources in support of MBE/WBE outreach activities.

HOME related implementation activities will minimally include:

1. Obtaining a listing of all local minority and women-owned businesses within Escambia and Santa Rosa Counties, including the services or products offered, and the capacity of such vendors.
2. Include notices concerning the interest in obtaining MBE/WBE participation in all program related advertisements in the major local newspaper having the widest circulation.
3. Seek the participation of licensed minority and/or women-owned local construction contractors in the rehabilitation, reconstruction or new construction activities.
4. Maintain records documenting endeavors to encourage participation, and written statistical information clearly indicating the level of participation actually attained.
5. Document non-HOME related activities and efforts to utilize MBE/ WBE vendors in the supply of goods and services, especially with regard to routine procurement of goods and services by the jurisdictions comprising the Consortium.
6. Work closely with participating CHDO's and local non-profits to ensure maximum MBE/WBE participation in the set-aside project(s) supply and construction phase, and to ensure affirmative marketing of units made available for rental occupancy following project development.

A close working relationship, contractual agreements, and intergovernmental agreements involving the Consortium members are in place which afford the continuing support, assistance, and involvement of the Escambia-Pensacola Human Relations Commission (HRC) in fair housing education, monitoring, complaint investigation, mediation, and outreach activities within the community. Both the City of Pensacola and Escambia County have approved Fair Housing Ordinances which are enforced through the agreements with the HRC, and the State of Florida's Fair

Housing Law is nearing approval as substantially equivalent to the Federal Fair Housing Law. Plans are underway to provide the ability for the local HRC to investigate and resolve locally originated complaints under the authority provided by the State Statute thereby ensuring conformity and concurrence. A variety of local activities are annually undertaken to educate the public concerning fair housing and to ensure wide distribution of information concerning the subject to area realtors, builders, apartment managers, financial institutions, and the public at large.

### ***AFFIRMATIVE MARKETING PLAN***

The Escambia County Consortium's Affirmative Marketing Plan is designed to provide information and to attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. Though this Plan addresses all types of housing, for purposes of the HOME Program, the Plan's primary application shall be in regard to the CHDO set-aside project, which will be rental in nature and require marketing of units, and the Homebuyer Assistance activity, which shall be generally available on a first come-first served basis within the defined jurisdiction. The Substantial Rehabilitation/ Reconstruction component will address homeowner occupied units drawn in priority order from the existing rehabilitation assistance waiting lists maintained by each jurisdiction, and as a result related marketing will be a minimal requirement. TBRA will be marketed affirmatively in accordance with the governing policies and procedures outlined herein.

The Plan consists of five key sections, those being:

1. Methods for informing the public, owners, and potential tenants about Federal Fair Housing laws and the Affirmative Marketing Policy. Press releases and extensive use of the Equal Housing Opportunity logotype will be used to attempt to inform the maximum number of persons. The assistance of the local Human Relations Commission will also be solicited.
2. Rental property owners participating in CDBG, HOME, SHIP Rental Development, Rehabilitation, or other assisted housing efforts provided through Escambia County, the City of Pensacola, or Santa Rosa County shall undertake the following:
  - a. Use the Equal Housing Opportunity logo, slogan, or statement in all advertising.
  - b. Where appropriate, advertise in various media, including minority media, in order to reach those persons least likely to apply for housing.
  - c. Continually maintain non-discriminatory hiring practices.
  - d. Adopt or display Fair Housing or Affirmative Marketing information, posters, signs, etc., in the sales or rental office(s).
3. Make contact with and pursue applications from persons in the housing market who are not likely to apply through normal channels without outreach. Efforts should be made to contact such persons through local churches, community centers, neighborhood organizations, human relations agencies, and social service agencies.

4. Each jurisdiction, or their administrative agent(s), shall maintain documentation and records evidencing affirmative marketing of units by the participating rental managers, landlords, or other responsible parties. Records shall include such items as: copies of media releases/coverage, copies of related correspondence, copies of contracts or signed documents placing affirmative marketing requirements upon participating agencies, and monitoring of tenant occupancy in assisted projects to ensure regulatory compliance.

5. The Escambia-Pensacola Human Relations Commission shall assess/monitor the affirmative marketing efforts of participating parties through spot checks, complaint investigation, verifying use of Equal Access symbols/logos and information, and maintaining information concerning occupancy by racial and gender composition. Through the enforcement powers provided to the local HRC violations of such provisions will be promptly addressed.

Such provisions shall not apply to units rented to families receiving rental assistance provided through a local PHA.



# EXHIBIT VII

## SECTION A

### MAXIMUM INCOME AND RENT LIMITATIONS

#### ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS

(Effective May 14, 2010)

EFFECTIVE FOR 2010 AND SUBJECT TO REVISION ANNUALLY BY THE  
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Income Level	1 person	2 people	3 people	4 people	5 people	6 people
50% AMI	\$20,150	\$23,000	\$25,900	\$28,750	\$31,050	\$33,350
80% AMI	\$32,200	\$36,800	\$41,400	\$46,000	\$49,700	\$53,400

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

## SECTION B

### HOME ASSISTED UNITS – MAXIMUM PROJECT RENTS

(Applicable to HOME and SHIP Assisted Units only)

#### MAXIMUM RENT LIMITS

The Maximum Affordable Rental shall conform to the lower of the *Fair Market Rent (FMR)* or the *High HOME Rent* as published annually by the U. S. Department of Housing and Urban Development for tenants at or below 80% of median income and shall conform to the *50% Rent Limit (the Low HOME Rent)* for tenants at or below 50% of median income (adjusted for tenant paid utilities). Maximum rents are stipulated in the table provided below. The current (FY 2010) rents for the **Pensacola MSA** are:

U. S. DEPARTMENT OF HUD 05/2010  
STATE: FLORIDA

----- 2010 HOME PROGRAM RENTS -----

PROGRAM	EFFICIENCY	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Pensacola-Ferry Pass-Brent, FL MSA							
LOW HOME RENT LIMIT	503	539	647	747	833	920	1006
HIGH HOME RENT LIMIT	635	682	799	939	1028	1116	1203
For Information Only:							
FAIR MARKET RENT	662	720	799	1158	1401	1611	1821
50% RENT LIMIT	503	539	647	747	833	920	1006
65% RENT LIMIT	635	682	821	939	1028	1116	1203

## **EXHIBIT VIII**

### **CEII DOCUMENTATION OF CHDO ELIGIBILITY**



**Neighborhood Enterprise Foundation, Inc.**

Post Office Box 18178  
Pensacola, Florida 32523-8178  
Phone 850-458-0466  
FAX/TDD 850-458-0464

November 19, 2009

Mr. Jim Oleksak, Executive Director  
Community Enterprise Investments, Inc.  
302 North Barcelona Street  
Pensacola, Florida 32502

**RE: 2009/2010 Community Housing Development Organization (CHDO)  
Designation: Community Enterprise Investments, Inc. (CEII)**

Dear Mr. Oleksak:

On behalf of the jurisdictions comprising the Escambia Consortium, I am pleased to advise you of CEII's continuing qualification as a **Community Housing Development Organization (CHDO)** as defined by the HUD HOME Investment Partnerships Program Regulations. Such continuing designation is based upon the documentation and supporting information received by the Consortium with your HOME CHDO Checklist on October 23, 2009. CEII has demonstrated a strong commitment to the development of affordable housing in the community, and to maintaining quality units for lower income families who have limited housing alternatives.

At your earliest convenience, please submit a copy of your most recent audit from and independent CPA as well as a current listing of your board members for our records. We look forward to working with you on mutual affordable housing interests in the coming year. Please do not hesitate to call me if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Nunnari", is written over a horizontal line.

Meredith Reeves Nunnari  
Deputy Executive Director

c: Robert R. McLaughlin, County Administrator  
Keith Wilkins, Deputy Bureau Chief, Neighborhoods/Community Services Bureau  
Pat Hubbard, Director, Pensacola Housing Department

# **EXHIBIT IX**

## **PROJECTED CHDO PROJECT IMPLEMENTATION SCHEDULE**

**CLINTON COX RESIDENCE TRANSITIONAL HOUSING  
CHDO PROJECT IMPLEMENTATION SCHEDULE  
(PROJECTED)**

March - May 2011	Undertake Professional Site Environmental Assessment (Phase I) and complete CHDO Environmental Review Project Update
April - May 2011	Formalize Agreement with Designated CHDO Including County and CHDO Board Approval
May 2011	Formal Agreement Between CHDO and PJ Becomes Effective
May - June 2011	Project Financing Secured and Available for All Phases of CHDO Project
July 2011	Set-up Project in IDIS (commitment)
July 2011 – August 2011	Review and Update Development Plans, Complete Revisions to Specifications and Drawings and Obtain any Required Permitting Authority Approvals (required to move forward with construction)
August 2011	Construction Contracts Complete and Executed by CEII and Contractor
August 2011	Notice to Proceed on Construction Issued
August 1, 2011 – May 31, 2012	Construction Phase (Includes Construction Inspections, Expenditure of HOME, SHIP and Other (non-HOME or SHIP) Funds, and Certificate of Completion)
April 2012 – June 2012	Initial Applicant Processing and Lease-up of SHIP and HOME Units
June 30, 2012 (targeted)	All SHIP and HOME Units Occupied by Eligible Families as Certified by CEII and County including documentation of tenant income, occupancy monthly rent compliance
August 2012 – October 2012	File Project Completion Report (IDIS) Including Tenant Characteristics Data (Initial Lease-up Information)

Following initial lease-up, the annual certification, occupancy standards and SHIP and HOME unit rents shall be reviewed at least annually for the duration of the affordability period as required by this Agreement.

# **EXHIBIT X**

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM  
(SHIP) ADMINISTRATIVE RULE 67-37**

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37** and copies of any amendments to the governing Rules as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rules and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rules or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance CD and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rules in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rules and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this Agency.

**Community Enterprise Investments, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

**The full text of the above noted regulations and requirements may be reviewed in detail at the following Florida Housing Finance Corporation address:**

[www.floridahousing.org](http://www.floridahousing.org)

<http://www.floridahousing.org/FH-ImageWebDocs/SHIP/HHRP%2067ER08-01%20through%2007.doc>



**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
ADMINISTRATIVE RULE 67-37**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37** and copies of any amendments to the governing Rules as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rules and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rules or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

Additionally, I/We have received a complete copy of the SHIP Income Compliance CD and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rules in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rules and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this Agency.

**Pathways for Change, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

**The full text of the above noted regulations and requirements may be reviewed in detail at the following Florida Housing Finance Corporation address:**

[www.floridahousing.org](http://www.floridahousing.org)

<http://www.floridahousing.org/FH-ImageWebDocs/SHIP/HHRP%2067ER08-01%20through%2007.doc>

**CERTIFICATION OF RECEIPT  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM  
ADMINISTRATIVE RULE 67-37**

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Additionally, I/We have received a complete copy of the SHIP Income Compliance CD and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of the Administrative Rules in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rules and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this Agency.

**The EscaRosa Coalition on the Homeless, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

**The full text of the above noted regulations and requirements may be reviewed in detail at the following Florida Housing Finance Corporation address:**

[www.floridahousing.org](http://www.floridahousing.org)

<http://www.floridahousing.org/FH-ImageWebDocs/SHIP/HHRP%2067ER08-01%20through%2007.doc>

# **EXHIBIT XI**

## **HOME INVESTMENT PARTNERSHIPS ACT (HOME) PROGRAM AND RELATED FEDERAL RULES AND REGULATIONS GOVERNING PROJECT ACTIVITIES**

**ANTI-LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Community Enterprise Investments, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, President  
(Print Name)

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

**Community Enterprise Investments, Inc.** certifies that each will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
  - (1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company(ies): Community Enterprise Investments, Inc. Date: \_\_\_\_\_,  
2011

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-07/09-DC-12-0225

**Community Enterprise Investments, Inc.** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

302 N. Barcelona Street  
Pensacola, Florida 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Estimated: Two (2)

**Community Enterprise Investments, Inc.,**  
a Florida non-profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President  
(Print Name)

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Community Enterprise Investments, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

(Print Name)

**Project:** **CHDO Special Needs Housing Development**

**Firm/Agency:** **Community Enterprise Investments, Inc.,**  
**Street Address:** 302 N. Barcelona Street  
Pensacola, Florida 32501



**ANTI-LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (2) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
  
- 3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Pathways for Change, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President  
(Print Name)

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

**Pathways for Change, Inc.** certifies that each will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
  - (1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Company(ies): Pathways for Change, Inc. Date: \_\_\_\_\_, 2011

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-07/09-DC-12-0225

**Pathways for Change, Inc.** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

1211 West Fairfield Drive  
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Estimated: Three (3)

**Pathways for Change, Inc.,**  
a Florida non-profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Pathways for Change, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

(Print Name)

**Project:** **CHDO Special Needs Housing Development**

**Firm/Agency:** **Pathways for Change, Inc.,**  
**Street Address:** 1211 West Fairfield Drive  
Pensacola, Florida 32501

**ANTI-LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (3) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The EscaRosa Coalition on the Homeless, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President  
(Print Name)

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

**The EscaRosa Coalition on the Homeless, Inc.** certifies that each will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
  - (1) taking appropriate personnel action against such an employee, up to and including termination; or

- (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Company(ies): The EscaRosa Coalition on the Homeless, Inc. Date: \_\_\_\_\_, 2011

Grant Program Name: HOME Investment Partnerships Program (HOME)

Grant Number: M-07/09-DC-12-0225

**The EscaRosa Coalition on the Homeless, Inc.** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

2601 W. Strong Street  
Pensacola, FL 32505

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Estimated: Two (2)

**The EscaRosa Coalition on the Homeless, Inc.,**  
a Florida non-profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President



**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**The EscaRosa Coalition on the Homeless, Inc.,**  
a Florida non profit corporation

By: \_\_\_\_\_

\_\_\_\_\_, President

(Print Name)

**Project:** **CHDO Special Needs Housing Development**

**Firm/Agency:** **The EscaRosa Coalition on the Homeless, Inc.,**  
**Street Address:** 2601 W. Strong Street  
Pensacola, Florida 32505

## APPLICABLE FEDERAL/STATE/LOCAL RULES AND REGULATIONS

**Officers, Directors, Members and Employees of Community Enterprise Investments, Inc., Pathways for Change, Inc. and The EscaRosa Coalition on the Homeless, Inc., all Florida non-profit corporations** shall fully comply with all applicable provisions of the below described laws, rules, and regulations during the term of this Agreement and with respect to any and all activities which are funded in whole or in part with HOME funds:

1. No person shall be discriminated against in employment, housing, and/or access to employment and/or housing on the grounds of race, color, national origin, disability, religion, sex, or familial status, or be excluded, denied benefits, or subjected to discriminatory treatment related thereto.
2. Section 3 of the Housing and Urban Development Act of 1968 which requires that to the greatest extent feasible, opportunities for training and employment arising from HOME activities will be provided to low-income persons residing in the program service area (defined as Escambia County, Florida). Further, to the greatest extent feasible, contracts for work (all types) to be performed in connection with HOME will be awarded to business concerns which are located in or owned by persons residing in the program service area (defined as Escambia County, Florida).
3. Outreach efforts shall be extended to include the participation of minority and women owned businesses, to the maximum extent feasible, in the HOME funded activities as provided by Executive Orders 11625, 12432, and 12138. Procedures for such outreach efforts are provided in EXHIBIT VI of this Agreement.
4. All procedures and policies related to the marketing and rental of units assisted with HOME funds shall conform to the requirements of the Federal Fair Housing Act (24 CFR 100), as amended, and the provisions of the State of Florida Fair Housing Law, F.S. Chapter 760. HOME assisted housing shall facilitate and promote greater housing choice and shall attempt to avoid location of such housing in areas having high concentrations of minority and/or lower income persons.
5. All matters involving HOME funded activities shall comply with the provisions of Executive Order 11063 (24 CFR 107) providing for Equal Opportunity in Housing and Executive Order 11246 (41 CFR 60) providing for Equal Opportunity in Employment.
6. The Age Discrimination Act of 1975 (24 CFR 146) which provides that no person in the United States shall, on the basis of age excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
7. The Civil Rights Act of 1964 (24 CFR 1) which provides under Title VI that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities receiving Federal financial assistance.
8. Sections 503 and 504 of the Rehabilitation Act of 1973 providing for non-discrimination on the basis of physical or mental handicap or disability with regard to any employment or employment related actions.

9. All HOME assisted housing projects and facilities shall be constructed, rehabilitated or otherwise completed in full compliance with provisions of the Lead-Based Paint Poisoning Prevention Act (24 CFR 35), and amendments thereto. The HUD resource document entitled "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing" shall be used in assessing, treating and abating such hazards. All costs for testing and/or abatement actions required with respect to HOME assisted projects or facilities shall be included as a portion of the total project cost, and shall be borne by the project owner. The use of lead-based paint is strictly prohibited. Any HOME assisted residential structure constructed prior to 1978 shall be assessed for the existence of lead-based paint, and surfaces shall be properly treated in accordance with provisions of Federal law and regulations in order to eliminate the hazard to existing or potential residents of such units. Tenants shall be advised in writing of the following cautions with respect to structures built prior to 1978:

- a. The rental units were constructed prior to 1978, and the subject property may contain lead-based paint.
- b. The hazards created by lead-based paint, and the symptoms and treatment of lead-based paint poisoning.
- c. Precautions to be taken to avoid lead-based paint poisoning.
- d. The advisability and availability of blood lead level screening/testing for children under seven years of age. Said screening/testing to be paid by the project owner at no cost to the tenant/resident.
- e. In the event of discovery of lead-based paint on the property, appropriate abatement measures will be immediately undertaken by the project owner.

The entities cited above shall individually or collectively maintain records and documentation which clearly evidences the notification of residents or potential tenants regarding lead-based paint provisions of this Agreement. Further, contracts for all rental properties assisted through this Agreement shall include lead-based paint provisions in clearly stated layman's language.

10. The entities cited above shall individually or collectively shall affirmatively market HOME assisted rental units in accordance with the procedures detailed in EXHIBIT VI of this Agreement. In executing this Agreement, the entities formally adopt the requirements and procedures stipulated in said Exhibit.
11. The environmental review procedures and requirements provided for in 24 Part 58 shall be the responsibility of the County in cooperation with its agent, NEFI, however, the entities cited above shall cooperate and provide the information necessary to assist the County in completing this requirement.
12. Davis-Bacon wage compliance and other Federal laws and regulations pertaining to labor standards shall apply to each project, as defined by the HOME Program Regulations at 24 CFR Part 92.2), which includes a total of 12 or more units. No project activities shall be initiated prior to review and determination of Davis-Bacon applicability. Further, all construction contracts, including those which are otherwise exempt from Davis-Bacon provisions, shall comply with the Contract Work hours and Safety Standards Act and the Fair Labor Standards Act.

- 13. Community Enterprise Investments, Inc., Pathways for Change, Inc. and The EscaRosa Coalition on the Homeless, Inc., all Florida non-profit corporations, are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federal or Federally financed contracts. Further, contractors or subcontractors who are debarred, suspended, or otherwise declared ineligible to participate in Federal or Federally financed project activities shall not be allowed to provide services associated with this agreement.**
- 14. HOME assisted properties may not be located in, nor will HOME funds be invested in properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless flood insurance is obtained and the community in question participates in the National Flood Insurance Program.**
- 15. Provisions of 24 CFR 85.36 and OMB Circular A-110 rules regarding conflict of interest shall apply to all activities associated with this Agreement. Generally, conflict of interest prohibitions require that any person who is an employee, agent, consultant, officer elected official or appointed official of the County, CEII, Pathways, ECOH, NEFI or any subrecipient of HOME funds and who has HOME-related responsibilities or access to HOME project information, shall not obtain a financial benefit or interest from any HOME activity for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.**
- 16. The entities cited above shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and the requirements of 24 CFR Part 92.353 to the extent applicable to this development. .**
- 17. All HOME assisted projects and activities shall be in conformity with the HUD approved Consolidated Plan for Escambia Consortium or the jurisdiction in which the project(s) or activity(s) are being undertaken, and shall be in compliance with all requirements found at 24 CFR Part 92.**
- 18. The entities cited above assure compliance with the Drug-Free Workplace (24 CFR Part 24, Subpart F) and Anti-Lobbying (24 CFR Part 87) requirements, as evidenced by execution of the "CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS" and the "ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS".**
- 19. All HOME assisted facilities shall be designed in conformance with applicable provisions of the Americans with Disabilities Act (ADA).**

The full text of the above noted regulations and requirements may be reviewed in detail at the following addresses:

[www.HUD.Gov](http://www.HUD.Gov)

[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/24cfr92\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/24cfr92_04.html)

*(see summary below)*

HOME Documents/ Forms	Incorporated by Reference in Rule Ch. 67-48 F.A.C. at:
<a href="#">24 CFR § 5.611</a>	67-48.002(3)
<a href="#">24 CFR Part 92</a>	67-48.002(51)
<a href="#">24 CFR Part 91</a>	67-48.002(23)
<a href="#">CHDO Checklist, effective 11/02</a>	67-48.014(2)
<a href="#">Davis-Bacon Act, 40 U.S.C. §§ 3142 – 3144, 3146 &amp; 3147 (2002)</a>	67-48.014(9)
<a href="#">24 CFR Part 70 (volunteers)</a>	67-48.014(9)
<a href="#">Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701 – 3706 &amp; 3708 (2002)</a>	67-48.014(9)
<a href="#">Copeland Act (Anti-Kickback Act), 40 U.S.C. § 3145 (2002)</a>	67-48.014(9)
<a href="#">Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.)</a>	67-48.014(9)
<a href="#">Equal Opportunity and Fair Housing as enumerated in Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)</a>	67-48.014(10)(a)
<a href="#">Equal Opportunity and Fair Housing as enumerated in Fair Housing Act (42 U.S.C. §§ 3601 – 3620)</a>	67-48.014(10)(a)
<a href="#">Equal Opportunity and Fair Housing as enumerated in Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101)</a>	67-48.014(10)(a)
<a href="#">Equal Opportunity and Fair Housing as enumerated in Executive Order 11063 (amended by Executive Order 12259)</a>	67-48.014(10)(a)
<a href="#">Equal Opportunity and Fair Housing as enumerated in 24 CFR § 5.105(a)</a>	67-48.014(10)(a)
<a href="#">Environmental Review as enumerated in 24 CFR Part 58</a>	67-48.014(10)(c)
<a href="#">Environmental Review as enumerated in National Environmental Policy Act of 1969</a>	67-48.014(10)(c)



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

**AI-896**

**County Administrator's Report Item #: 7. 11.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Establishing Intent of Support for Project "Sugar"

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

**Organization:** County Administrator's Office

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Authorizing a Letter of Support for Project "Sugar" - Charles R. "Randy" Oliver, County Administrator

That the Board take the following action concerning Project "Sugar":

A. Authorize the County Administrator to send a letter of support for Project "Sugar"; and

B. Establish the Board's intent of support to approve an Economic Development Agreement with Project "Sugar", an economic development prospect. Project "Sugar" is a maker of confectionery products and is expected to bring over 100 full-time jobs to the area, with an average wage of \$43,000 exclusive of benefits and a minimum capital investment of \$6 million. The total maximum possible incentive would be \$250,000, payable as follows:

1. \$125,000 when they reach 50 jobs, \$2,150,000 in total payroll and a capital investment of \$6 million; and
2. \$125,000 when they reach 100 jobs and \$4.3 million in payroll.

[Funds are available in Fund #102, the Economic Development Fund - Cost Center: 360704, Account: 58201 Aids to Private Organizations]

**BACKGROUND:**

Project "Sugar" is a maker of confectionery products and expected to bring over 100 full-time jobs to the area with an average wage of \$43,000, exclusive of benefits, and a minimum capital investment of \$6 million. The County will provide incentives per guidelines and restrictions established under the Economic Development Incentive Fund Program, Ordinance 2009-13. The goal of the Economic Development Incentive Ordinance is to maintain a stable economy, fortify the tax base and provide a better standard of living for Escambia County residents by attracting, retaining and fostering new and existing business enterprises that provides above average salaries, benefits and employment opportunities to County residents. The Economic Development Incentive Fund Program establishes a mechanism to accomplish this goal. The Pensacola Bay Area Chamber of Commerce is responsible for providing the county commission with a report on each application.

The Pensacola Bay Area Chamber of Commerce shall also provide the Board of County Commissioners with periodic reports providing for the monitoring of recipient contacts and new jobs created. Included in such reports shall be an analysis relating to the success of the jobs growth incentives fund and program. Such reports shall be reviewed by the County's Management and Budget Services Department.

**BUDGETARY IMPACT:**

[Funds are available in Fund #102 the Economic Development Fund - Cost Center: 360704. Account: 58201 Aids to Private Organizations].

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Agreement will be reviewed by the County Attorney's Office for form and legal sufficiency.

**PERSONNEL:**

The Pensacola Bay Area Chamber of Commerce will oversee the program to assure compliance with the criteria established in Ordinance 2009-13.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

The Agreement will be coordinated by the Pensacola Bay Area Chamber of Commerce.

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

**AI-830**

**County Administrator's Report Item #: 7. 12.**

**BCC Regular Meeting**

**Budget & Finance Consent**

**Meeting Date:** 06/02/2011

**Issue:** Change Order #5 to Purchase Order 291073-4 to DAG Architects Inc. for Design Services for Perdido Key Fire Station and Community Center

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

**Organization:** Public Works

**CAO Approval:**

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**Information**

**RECOMMENDATION:**

Recommendation Concerning Change Order #5 to Purchase Order 291073-4 to DAG Architects, Inc., for Design Services for the Perdido Key Fire Station and Community Center - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #5, which will increase the Purchase Order amount to cover the costs of the additional architectural and engineering services resulting from the Settlement Agreement between Douglas E. and Sherry F. Wager and Escambia County [Funding: Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 56201, Project Number 08PF0012]:

Department:	Public Works
Branch:	Facilities Management
Type:	Addition
Amount:	\$98,985.00
Vendor:	DAG Architects, Inc.
Project Name:	Perdido Key Fire Station and Community Center
Contract:	PD 07-08.109
PO#:	291073-4
Original Award Amount:	\$378,509.00
Cumulative Amount of Change Orders through CO #5:	\$112,810.00
New P.O. Amount:	\$491,319.00

**BACKGROUND:**

Due to the settlement reached regarding the Perdido Key site, additional fees to redesign the site are necessary. In summary, the required changes to the site and building design are:

“... the shifting of the fire station and community center buildings to the east by approximately 30 feet, reducing the size of the community center by approximately 500 square feet and the rerouting of ingress and egress to prohibit any ingress or egress onto or from Lafitte Reef Road and shifting of such ingress and egress to Perdido Key Drive.”

The first change order was for an environmental site assessment necessary to identify any wetlands on the project property in order to submit the Florida Department of Environmental Protection permit. This change order total was \$5,400.00

The second change order was additional fees for design changes requested by the tenant. These changes resulted in necessary revision to the entire core of the second floor in the mechanical, plumbing, electrical and telecommunication plans. It also required a re-run of the energy model required for LEED. This change order total was \$8,425.00

The third and fourth change order were for administrative changes only, no monetary value for either.

**BUDGETARY IMPACT:**

Funds for this change order are available in Fund 352, Local Option Sales Tax III, Cost Center 110267, Object Code 56201, Project Number 08PF0012.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, Facilities Management staff will prepare the necessary Change Order Request to be submitted to the Office of Purchasing for processing.

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**Attachments**

DAG CO#5 Back Up

Wager Settlement Agreement



May 10, 2011

Mr. Bill Lawing  
Architect / Division Manager  
Design and Construction Administration Team  
Escambia County Facilities Management  
100 East Blount Street  
Pensacola, FL 32501

Re: Perdido Key Fire Station and Community Center  
Change Order Request - Additional Services for Redesign of the  
Community Center/VIC and Site Design affecting also the Fire Station.

Dear Bill,

In Mid March 2011, we provided four different optional site plan layouts in response to the civil court case. On April 21, 2011, the Board of County Commissioners approved funding for the project to move forward with Option 2, which shifts both the Fire Station and Community Center/VIC to the east as far as possible without encroaching on the OPA flood line. It also reduces the Community Center/VIC by approximately 500 sq. ft., thereby requiring redesign of the facility. Attached is the site plan that was selected and on which these redesign requests are based.

Per our meeting on April 28, 2011 to review and verify scope, we discussed that programming will most likely be required with the users and Commissioner Valentino to achieve consensus with design changes that are in the best interest of Escambia County. We also understand that the proposed fees herein will be issued as a change order to our existing Purchase Order No. 291073 and that the remaining balance of that existing P.O. is still in effect for services to be rendered.

We respectfully request your consideration of the fees herein for efforts to redesign the Community Center/VIC and redesign the site layout including all affected civil and landscape drawings described as follows:

**Building Design:**

Based on our discussions for reducing the building footprint and modifying the plan to achieve approximately a 500 sq. ft. reduction, we have assessed the set of drawings to determine what will be affected and which drawings require revisions. The attached hourly matrix of drawing modifications is our estimate of time required to revise each architectural drawing that is affected. Engineering fees for drawing revisions related to their scope of work are presented below the architectural hourly matrix.

DAG architects  
AA-C000745  
40S. palafox place  
suite 201  
pensacola, florida  
32501  
p 850.429.9004  
f 850.429.9005

**Programming:**

Based on our discussions last week regarding the need for reprogramming the facility, this fee includes minimal time for programming meetings with users, Facilities and Administration to develop an agreed reduction and redesign to the building footprint.

**Project Re-Start Fee:**

100% Construction Documents were issued to County Facilities and the Building Department in November 2010 – nearly 6 months ago. There is a restart curve of re-engaging the documents to refresh the team on construction details and decisions that were made. This also includes administrative time to renegotiate fees with consultants and update agreements.

**Bid Alternate Document Preparation:**

According to direction given to proceed and based on the April 19, 2011 budget summary, it is our understanding that the documents are to be prepared such that the Fire Station and all sitework to support both buildings will be the Base Bid with the following alternates:

- **Alternate No. 1:** Community Center/VIC Building – In order to prepare the documents for the building to be clearly delineated as an add alternate, this will require duplicate architectural/landscaping site plans illustrating work to be performed on site both with and without the building. Should the alternate not be accepted, it is critical that the site looks complete with an intentional design. Several of the building sections and elevations will require modification and additional information added to delineate base bid vs. additive alternate scopes. This includes modifications to the specification.
- **Alternate No. 2:** Helipad and associated lighting – A duplicate roof plan will be required and additional details for a platform and stair to be added at the rooftop elevator lobby door should the helideck not be installed. This includes modifications to the specification.
- **Alternate No. 3:** Geothermal mechanical system – The geothermal well field drawing will need to be completely revised with the Fire Station moving east. This includes the design for a complete second alternate mechanical system to be included in the documents.

**LEED Certification Support:**

The redesign of the Community Center will require that the Energy Model be completely re-run for the project. Additionally, templates that have been started for upload to GBCI online will need to be revised or recreated completely. These fees account for lost efforts and some work that will be completely scrapped.

**Geotechnical Investigation:**

We reviewed the revised site plan with both our civil engineers and structural engineer. Based on some questionable soil borings from the original report, our structural engineer would like to have new borings for the relocated building pads. This is necessary and good design.

**Civil Engineering Design:**

Site Plan Option No. 2 shifts both buildings east and requires design of a service drive on the west side of the buildings. This affects almost all of the civil drawings including utilities, grading and drainage, stormwater design, parking and walkways, etc.

**Environmental Permit Revisions:**

Per Edmisten & Associates discussions with the various agencies that have permitted the site, there will be required documentation for administrative revisions to the permits with revised drawings to be submitted to those authorities with jurisdiction.

We look forward to meeting and discussing this proposal at your earliest convenience. Until we meet, please don't hesitate to contact us with any questions. We are excited to see this project back on track and are eager to expedite negotiations so we can re-commence the design efforts.

Thank you in advance for your consideration of this request.

Sincerely,



Patrick L. Ballasch, AIA, LEED AP  
Sr. Design Principal



David C. Luttrell, AIA, CSI, LEED AP  
Associate Principal

Cc: Jack Baker, President  
Owen Gipson, Project Manager  
Gail Ennis, Finance Manager  
File



**DESIGN MODIFICATIONS AND SITE  
 REDESIGN PROPOSAL**

FIRM		DESIGN MODIFICATIONS AND SITE RE-DESIGN	
DAG	Architectural drawing modifications		\$33,910.00
DAG	Specification revisions		\$1,785.00
DAG	Coordination with Engineers for revisions		\$3,800.00
DAG	Stand-up Review Meetings/Comment Responses		\$4,240.00
Premier	Mechanical, Electrical, Telecommunication, Site Lighting to accommodate design changes		\$14,800.00
Berube-Leonard	Structural Engineering Revisions to accommodate building design changes		\$5,600.00
Jehle-Halstead	Civil Engineering to accommodate redesign		\$11,500.00
Edmisten	Administrative changes to existing permits		\$750.00
DAG	Programming meetings to revise the Community Center/VIC		\$500.00
DAG	Project Re-start Fee		\$3,500.00
DAG/MEP	<u>Bid Alternate document preparation</u>		
	Alternate No. 1	Alternate documents required for VIC/CC, including duplicate arch/landscape plans	\$4,200.00
	Alternate No. 2	Alternate documents required for Helipad	\$1,400.00
	Alternate No. 3	Geothermal Design for second mechanical system design	\$5,000.00
DAG/MEP	LEED Certification Support and Enhanced Commissioning		
	BES - Re-run Building Energy Modeling		\$3,200.00
	DAG Architects - LEED Template Revisions		\$1,800.00
NOVA	Geotechnical Investigation (new borings at bldg footprint req'd due to soils)		\$3,000.00
<b>SUB-TOTAL:</b>			<b>\$98,985.00</b>
<b>TOTAL PROPOSAL FOR DESIGN MODIFICATIONS TO COMMUNITY CENTER / VIC:</b>			<b>\$98,985.00</b>

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**SETTLEMENT AGREEMENT BETWEEN  
DOUGLAS E. AND SHERRY F. WAGER  
AND  
ESCAMBIA COUNTY**

**WHEREAS**, Escambia County desires to replace an aging fire station on Perdido Key and construct a new fire station on the same site; and

**WHEREAS**, the Escambia County Board of County Commissioners may allocate local option sales tax dollars to fund this project; and

**WHEREAS**, in furtherance of this objective, the Escambia County Development Review Committee (DRC) considered a submittal for the Perdido Key Fire Station project at a public hearing held on October 6, 2010 and issued a development order (DO # PSP100700045, attached as Exhibit A) for that project; and

**WHEREAS**, Mr. and Mrs. Douglas Wager appealed the DRC decision to the Escambia County Board of Adjustment (BOA) and this administrative appeal was considered by the BOA at a quasi-judicial public hearing held on November 17, 2010; and

**WHEREAS**, the BOA upheld the DRC issued development order by majority vote on November 17, 2010; and

**WHEREAS**, Mr. and Mrs. Wager, through counsel, filed a Petition for Writ of Certiorari in the Escambia County Circuit Court (case # 2010 CA 003429) to request that a Writ of Certiorari be entered and that the BOA decision be overturned and the matter remanded for reconsideration; and

**WHEREAS**, the parties have reached a compromise position regarding the Perdido Key Fire Station project which was considered by the Escambia County Board of County Commissioners in a litigation session properly advertised and held on April 7, 2011 and as reflected in the letter from Jesse Rigby, attorney to Mr. and Mrs. Wager, attached as Exhibit B; and

**WHEREAS**, the parties desire to resolve the litigation, settle their differences and avoid the time and resources required of litigation; and

**WHEREAS**, this Agreement provides for minor alterations to the approved site plan that will best achieve the above-stated goals.



**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties to this Agreement set forth as follows:

1. **Recitals.** The above recitals are agreed to be true and incorporated into this Agreement.

2. **Parties' Responsibilities.**

- A. Escambia County agrees to modify the site plan for the fire station as set forth in the proposed conceptual plan, attached as Exhibit C. The previously approved site plan is attached as Exhibit D. The modifications in the conceptual plan are summarized as the shifting of the fire station and community center buildings to the east by approximately 30 feet, reducing the size of the community center by approximately 500 square feet and the rerouting of ingress and egress to prohibit any ingress or egress onto or from Lafitte Reef Road and shifting of such ingress and egress to Perdido Key Drive.
- B. Escambia County agrees that these changes are insignificant enough that the new site plan will not be required to go through the DRC for an amended development order; any necessary approvals will be handled administratively.
- C. Mr. and Mrs. Wager shall dismiss their Petition for Writ of Certiorari immediately upon approval of this Settlement Agreement by the Board of County Commissioners.
- D. Mr. and Mrs. Wager agree not to file any other litigation, grievances or complaints, whether formal or informal, with regards to the Perdido Key Fire Station project, unless the Perdido Key Fire Station project is modified later by Escambia County in a manner that will increase the burden on Mr. and Mrs. Wager's property.
- E. Mr. and Mrs. Wager shall not provide financial resources to other parties in order to accommodate additional litigation regarding the Perdido Key Fire Station Project.
- F. Mr. and Mrs. Wager shall, immediately upon approval of this Settlement Agreement, forward to the Division of State Lands a letter, a draft of which is attached as Exhibit E, indicating they will no longer object to the new fire station at the subject site, as the site plan is modified by this Agreement.
- G. The parties agree that Mr. and Mrs. Wager are free, with or without counsel, to lobby the Board of County Commissioners and County staff

regarding whether the proposed Perdido Key Fire Station should include a rooftop helipad and whether a rooftop helipad should be funded with local option sales tax monies or other public funds.

3. **Waiver and Hold Harmless.** By entering this Agreement, and in consideration for the provisions herein, Douglas E. and Sherry F. Wager hereby acquit, release, exonerate, discharge, and hold harmless, the County, its successors, legal representatives, agents, and assigns, of and from any and all obligation, liability or responsibility under the ordinances of Escambia County, the laws of the State of Florida, and of any other state of the United States, and of the United States, for, from, upon, under, on the account of or growing or arising out of the Perdido Key Fire Station project, including development order # PSP100700045, as well as any other permits, licenses, approvals or certificates of occupancy associated with the development, construction or occupancy of the proposed structures and the site; this includes any losses related to property owned, occupied or leased by Douglas and Sherry Wager, such as but not limited to lost property value or nuisance or any other claim related to the project or any reliance upon representations by the County, its successors, legal representatives, agents and assigns relating to the project.

4. **Termination.** This Agreement may be terminated by Escambia County in the event any other person, corporation, agency or party files suit in a court of competent jurisdiction or an administrative action with an agency having jurisdiction to hear administrative claims regarding the subject development order or development of this project. In such event, the Escambia County Board of County Commissioners may, by majority vote at a public meeting, terminate this Settlement Agreement. An action by Escambia County to terminate this Agreement pursuant to this paragraph will relieve Mr. and Mrs. Wager of all their obligations imposed by this Agreement.

5. **Effective Date.** This Agreement shall become effective when executed by both parties to the Agreement.

6. **Liability.** No Party shall at any time indemnify the other or be responsible for negligent or tortious acts of any Party. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which state sovereign immunity applies and nothing herein shall be construed as consent by them to be sued by third parties in any matter arising out of this Agreement. This acknowledgement of the sovereign immunity of Escambia County does not prevent or inhibit a claim by Douglas E. and Sherry F. Wager that is based on a claim of breach of contractual obligations imposed on Escambia County by this Agreement.

7. **Public Records.** The Parties acknowledge that this Agreement and any related plans, correspondence, and other documents related to the creation of this agreement may be subject to disclosure to any 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. Nothing in this section shall be construed as a waiver by the Wagers' attorney-client privilege.

8. **All Prior Agreements Superseded.**

A. This document incorporates and includes expressly and by reference 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, referenced or incorporated into this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations of Agreements whether oral or written.

B. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. **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.

10. **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.

11. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida and venue shall be in the County of Escambia, State of Florida.

12. **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.

13. **Further Documents.** The Parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

14. **No Waiver.** The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County by and through its Board of County Commissioners, signing by the through its Chairman, authorized to execute same, and Douglas E. and Sherry F. Wager, 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 County Attorney  
Date 4/19/11

BY: [Signature]  
Kevin W. White, Chairman

ATTEST: ERNIE LEE MAGAHA  
Clerk to the Circuit Court

BY: [Signature]  
Deputy Clerk

BCC Approved: 04-21-2011

Witness [Signature]  
Print Name Jesse W. Rybick

WAGER:  
[Signature]  
Douglas E. Wager

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of APRIL, 2011, by Douglas E. Wager. He ( ) is personally known to me, or (x) produced current FLORIDA Driver License as identification.

(SEAL) Kristine L. Edgar  
Notary Public- State of Florida  
My Commission No. DD 246111  
My Commission Expires September 29, 2011

[Signature]  
Signature of Notary Public  
KRISTINE L. EDGAR  
Printed Name of Notary Public

Witness Jesse W. Raby  
Print Name Jesse W. Raby

Sherry F. Wager  
Sherry F. Wager

Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18 day of April, 2011, by Sherry F. Wager. She () is personally known to me, or () produced current FLORIDA DRIVER LICENSE as identification.

(SEAL) Kristine L. Edgar  
Notary Public- State of Florida  
My Commission No. DD 246111  
My Commission Expires September 29, 2011

Kristine L. Edgar  
Signature of Notary Public  
KRISTINE L. EDGAR  
Printed Name of Notary Public



**SITE PLAN DEVELOPMENT ORDER  
with Concurrency Certification**

**Project:** Escambia County Perdido Key Fire Station and Community Center.  
**Location:** 15500 Perdido Key Drive  
**Development Review #:** PSP100700045  
**Property Reference #s:** 33-3S-32-2000-000-000

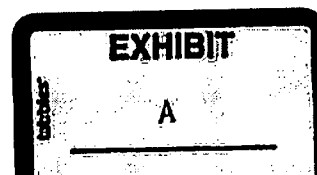
**Zoning District:** S1PK  
**Future Land Use:** CON  
**Flood Zone:** AO

**PROJECT DESCRIPTION**

Development of a 2.01-acre parcel into a 6,138 SF Fire Station and a 5,358 SF Community Center. Parking will consist of a minimum 59 regular parking spaces and 3 handicap accessible parking spaces. No protected trees will be removed from the site. Required vegetation will be established within site landscape areas. Potable water and sanitary sewer will be provided through connections to ECUA.

**STANDARD PROJECT CONDITIONS**

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



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

---

### **SPECIAL PROJECT CONDITIONS**

1. Aspects of the development may need to be modified to comply with US Army Corps of Engineers or Florida Fish and Wildlife Conservation Commission permit conditions (i.e. landscaping, exterior lighting, etc.). Site plan modifications to meet state or federal requirements shall be provided to the department for review to confirm minimum LDC/Florida Building Code standards are met.
2. Regardless of the issuance of a building permit or pre-construction site work permit, an Escambia County land disturbance permit is required whenever sand, limestone, white dolomite or other construction aggregate is proposed to be imported onto or transferred on Perdido Key or Santa Rosa Island. A permit application shall be obtained from the Environmental Permitting Division.



## Development Review Committee (DRC) Final Determination

Having completed development review of the Escambia County Perdido Key Fire Station and Community Center, 15500 Perdido Key Drive, site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

- Approve** The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. Use other than that described, or conditions not satisfied, constitute a violation of this Development Order and render it void. Further, this approval does not constitute approval by any other agency.
- Deny** The development plan is denied for the reasons noted below. The applicant may appeal the decision within 15 days from the date below to the Board of Adjustment (BOA) under the provisions of Section 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

*J. Taylor Kern*  
Chief, Development Services Bureau

*10/6/10*  
Date

CLARK PARTINGTON HART  
LARRY BOND & STACKHOUSE

ATTORNEYS AT LAW

Pensacola • Destin

Jesse W. Rigby  
Direct (850) 434-3282  
jrigby@cphlaw.com

March 14, 2011

MAR 15 5 10 26

RECEIVED

Charles R. "Randy" Oliver, CPA, P.E.  
via Alison P. Rogers, County Attorney  
Escambia County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

**Re: Agreement between Escambia County and Douglas and Sherry Wager**

Dear Mr. Oliver:

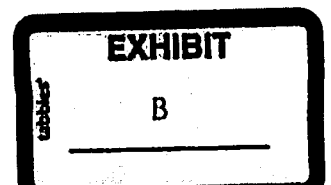
My clients are Douglas and Sherry Wager. This letter was prepared on their behalf, and they have indicated approval of the letter by their signatures below my name.

This letter is written in response to your offer, on behalf of the County, to move the fire station and community center to the east, in general conformance with the attached layout drawing that was provided to me on March 10. In addition to the buildings being moved to the east as indicated, our understanding is that the fire station is the same size as was approved by the existing development order, but that the community center is being reduced in size by approximately 500 square feet. An additional, and very important concession, is that Lafitte Reef will not be used for any form of site ingress or egress. Ingress and egress to the County leased property will be from Perdido Key Drive.

In return for the offered County concessions, you have asked that my clients agree to do the following:

1. Dismiss the Petition for Writ of Certiorari upon approval by the County Commission to this configuration of a site plan; and
2. Send a letter to the Florida Department of Environmental Protection, Division of State Lands, confirming that my clients will no longer lodge an objection to the County's plans to construct a new fire station and community center on the leased parcel.

125 West Romana Street • Suite 800 • Pensacola, Florida 32502  
P.O. Box 13010 • Pensacola, Florida 32591-3010  
Phone (850) 434-9200 • Fax (850) 432-7340  
www.cphlaw.com

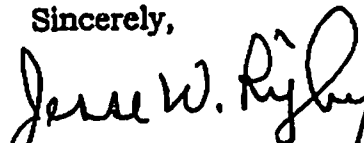



Charles R. "Randy" Oliver  
March 14, 2011  
Page 2 of 2

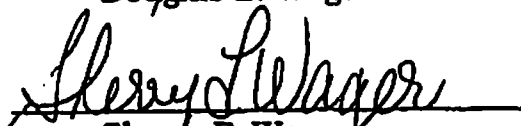
Doug and Sherry Wager are willing to enter into a settlement agreement consistent with the description of the terms contained in this letter. However, it is important that all parties understand that Mr. and Mrs. Wager reserve the right to ask that the County Commission direct that the development plan NOT include a rooftop helipad. We understand that this would be done in conjunction with the County Commission's consideration of the appropriate level of public funding for the fire station and community center. In order to allow Mr. and Mrs. Wager reasonable access to the county commissioners on this point of elimination of a rooftop helipad, we request that you and the County Attorney agree to allow Mr. or Mrs. Wager, and myself if they desire, to meet individually with county commissioners to discuss elimination of the rooftop helipad. We have no objection if either you or the County Attorney (or both) attend our meetings with individual county commissioners.

Thank you for working with us to try to resolve this dispute.

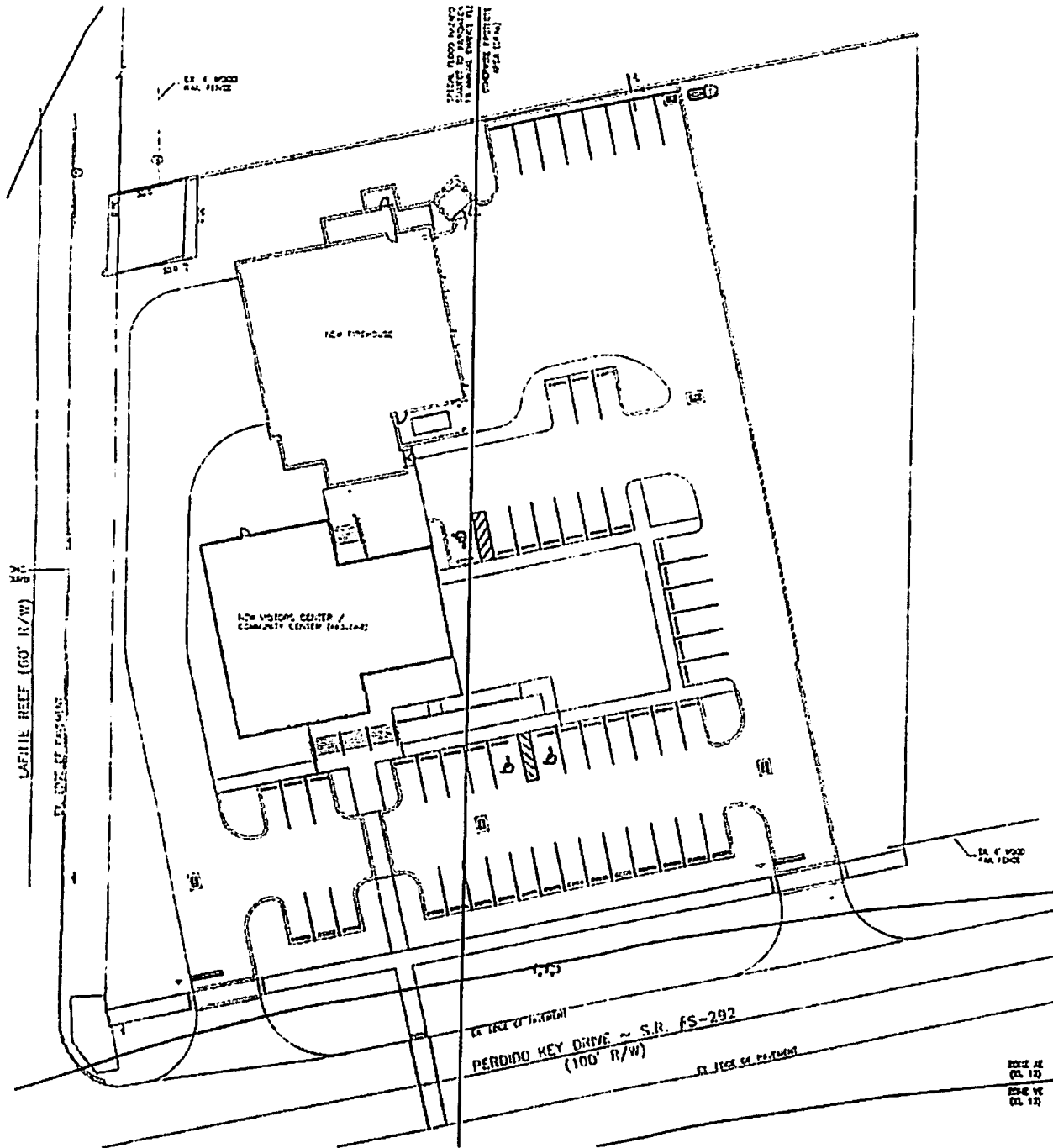
Sincerely,

  
Jesse W. Rigby

  
\_\_\_\_\_  
Douglas E. Wager

  
\_\_\_\_\_  
Sherry F. Wager

JWR\cw  
Enclosure  
A0825870



**EXHIBIT**

C



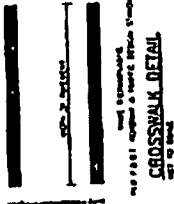
RECEIVED  
 07/10/09  
 CONSTRUCTION DOCUMENTS

# Perdido Key Fire Station and Community Center



DATE	07/10/09
PROJECT	PERDIDO KEY FIRE STATION AND COMMUNITY CENTER
CLIENT	FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGNER	DAVID L. BROWN, P.E.
SCALE	AS SHOWN
SHEET NO.	CS-10
TOTAL SHEETS	10

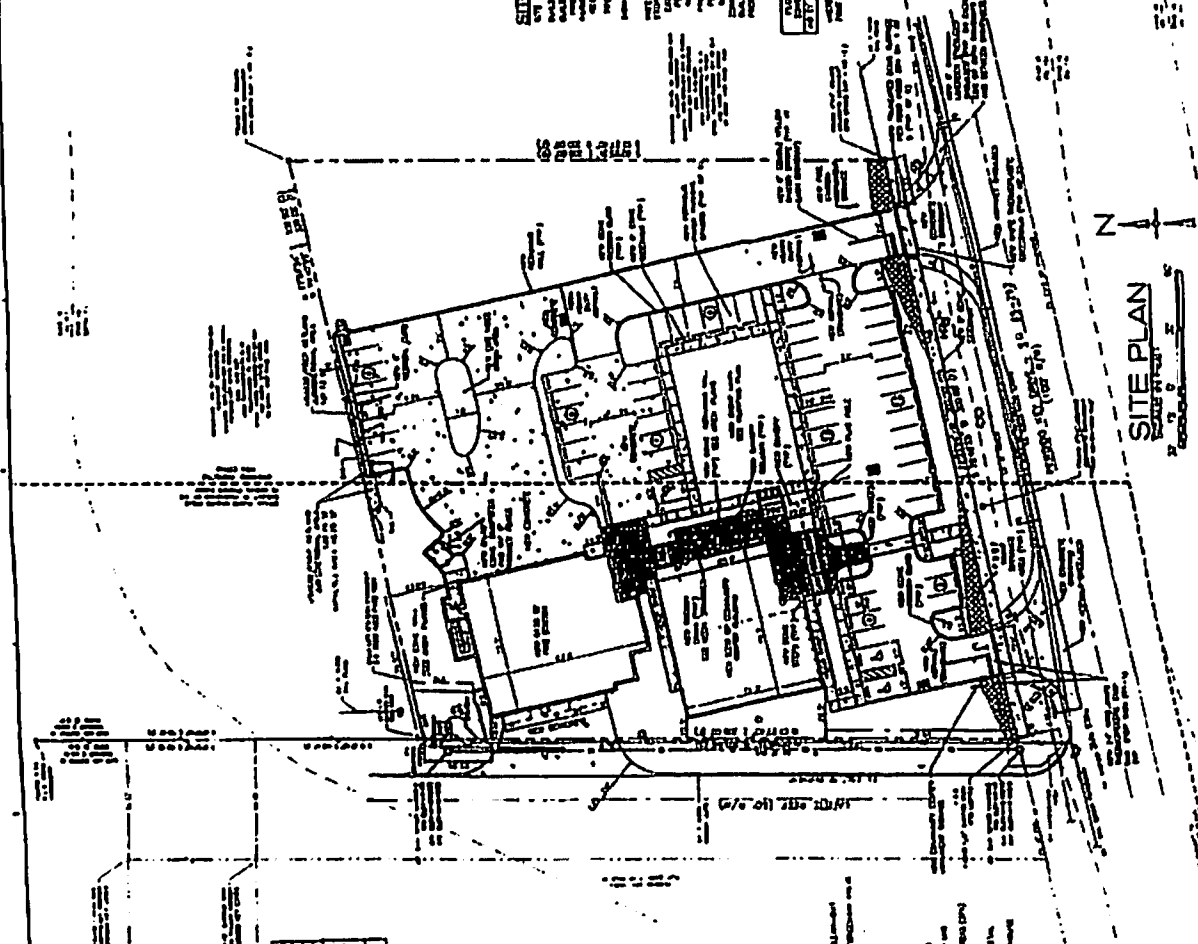
**jhi jehtle-hals lead, inc.**  
 10000 N. W. 11th St., Suite 100  
 Miami, FL 33150  
 Phone: (305) 555-1111  
 Fax: (305) 555-1112  
 www.jhi.com



**APPENDIX**  
 10-1-10

**SITE DATA**  
 10000 N. W. 11th St.  
 Miami, FL 33150  
 10000 N. W. 11th St.  
 Miami, FL 33150  
 10000 N. W. 11th St.  
 Miami, FL 33150

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	07/10/09	DLB
2	ISSUED FOR PERMITS	07/10/09	DLB
3	ISSUED FOR PERMITS	07/10/09	DLB
4	ISSUED FOR PERMITS	07/10/09	DLB
5	ISSUED FOR PERMITS	07/10/09	DLB
6	ISSUED FOR PERMITS	07/10/09	DLB
7	ISSUED FOR PERMITS	07/10/09	DLB
8	ISSUED FOR PERMITS	07/10/09	DLB
9	ISSUED FOR PERMITS	07/10/09	DLB
10	ISSUED FOR PERMITS	07/10/09	DLB



**VEGETATION INFORMATION**

SYMBOL	DESCRIPTION
(Symbol)	1.0' TALL PALM TREES
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**LEGEND**

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(Symbol)	50.0' TALL PALM TREES

**EXHIBIT**  
 D

CLARK PARTINGTON HART  
LARRY BOND & STACKHOUSE

ATTORNEYS AT LAW

Pensacola • Destin

Jesse W. Rigby  
Direct (850) 434-3282  
jrigby@cphlaw.com

March 11, 2011      **DRAFT**

T. J. Lewis  
Uplands Land Acquisition Agent  
Division of State Lands  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS100  
Tallahassee, Florida 32399

**Re: Perdido Key Fire Station and Community Center  
Lease No. 3650, Escambia County**

Dear Mr. Lewis:

This letter is written on behalf of my clients Douglas and Sherry Wager.

The purpose of this letter is to inform you and the Division of State Lands that Mr. and Mrs. Wager have reached an accommodation with Escambia County. Based on their agreement with the County, my clients wish to advise the Division of State Lands that they will no longer lodge an objection to the expansion of the use of the referenced leased parcel for an enlarged fire station and community center. This accommodation is based on the County's willingness to move the fire station and community center approximately 40 to 50 feet to the east, and to eliminate any use for ingress and egress of the road known as Lafitte Reef, which serves the adjacent subdivision.

This letter is written on behalf of Douglas and Sherry Wager only, and not on behalf of any other property owner or resident of Perdido Key.

Sincerely,

Jesse W. Rigby

JWR\cw

cc: Charles R. "Randy" Oliver, County Administrator  
Alison P. Rogers, County Attorney  
Clients

A0825871

125 West Romana Street • Suite 800 • Pensacola, Florida 32502  
P.O. Box 13010 • Pensacola, Florida 32591-3010  
Phone (850) 434-9200 • Fax (850) 432-7340  
www.cphlaw.com

**EXHIBIT**

**E**



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**AI-887** **County Administrator's Report** **Item #: 7. 1.**  
**BCC Regular Meeting** **Discussion**

**Meeting Date:** 06/02/2011

**Issue:** Discussion Concerning the Acquisition of Real Property, Located at 11794 Mobile Highway from Ricky and Traci Herndon

**From:** Wilson B. Robertson, District I

**Organization:** Board of County Commissioners

**CAO Approval:**

---

#### Information

#### RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property, Located at 11794 Mobile Highway from Ricky and Traci Herndon - Wilson B. Robertson, District 1

That the Board take the following action concerning the acquisition of a parcel of real property, located at 11794 Mobile Highway, owned by Ricky and Traci Herndon (meeting in regular session on April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, and authorized staff to initiate the purchase process for a parcel of real property to facilitate the installation of a boat ramp; the subject parcel is waterfront property, consisting of 0.52 acre, with approximately 70 feet of frontage along Perdido River, with a residential structure consisting of approximately 1,100 square feet):

A. Rescind the Board's action of April 21, 2011, approving to accept the appraisals and allow the individuals to keep the residences on the property and move forward (with) making an offer, relative to the recommendation that the Board:

(1) Authorize staff to make an offer to Ricky and Traci Herndon to purchase a parcel of real property (0.52 acre, with a residential structure consisting of approximately 1,100 square feet), for the appraised amount of \$165,000; and

(2) Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property;

B. Authorize staff to make an offer to purchase the property for \$181,500, which is 10% above the appraised amount of \$165,000;

C. Approve requiring the owners to respond within 30 days from the date of the counteroffer, pay closing costs of documentary stamps, and remove the residential structure from the property within 180 days of closing; and

D. Authorize the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.



[Funding Source: Fund 352, Local Option Sales Tax III, Account 220102/56101, Project 08NE0018, "Boat Ramps"]

**BACKGROUND:**

On April 22, 2010, the Board approved the recommendation presented to the Committee of the Whole on April 15, 2010, authorizing staff to initiate the purchase process for a parcel, owned by Ricky and Traci Herndon and located at 11794 Mobile Highway, 0.52 acres with a residential structure consisting of approximately 1,100 square feet. This is waterfront property with approximately 70 feet of frontage along Perdido River.

On April 21, 2011, the Board voted 3-2 to authorize staff to make an offer to Ricky and Traci Herndon to purchase the property for the appraised amount of \$165,000; and authorized the County Attorney to prepare, and the Chairman or Vice Chairman to execute, any documents necessary to complete the acquisition of this property.

The offer expired May 21, 2011.

There is concern that the appraisal was based on comparables that may have reflected foreclosures and short sales causing a false representation of the actual or true value of the property. The owners did not accept the original offer, made a counter offer of \$200,000 and requested that they be allowed to remove the house from the site. The Board of County Commissioners may wish to make a counter offer.

It is requested that the Board reconsider the purchase and offer the owners 10% above the appraised value (\$181,500); require the owners to respond within 30 days from the date of the counter offer; pay closing costs of documentary stamps; and remove the home from the property within 180 days of closing.

**BUDGETARY IMPACT:**

[Funding Source: Fund 352, Local Option Sales Tax III, Account 220102/56101, Project 08NE0018, "Boat Ramps"]

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

**PERSONNEL:**

All work associated with this request is being performed in-house. No additional staff is required.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

**IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

---

**Attachments**

Parcel Information

Appraisal

Aerial Map



# Chris Jones

## Escambia County Property Appraiser

[Back](#)



**Navigate Mode**  **Account**

**Reference**



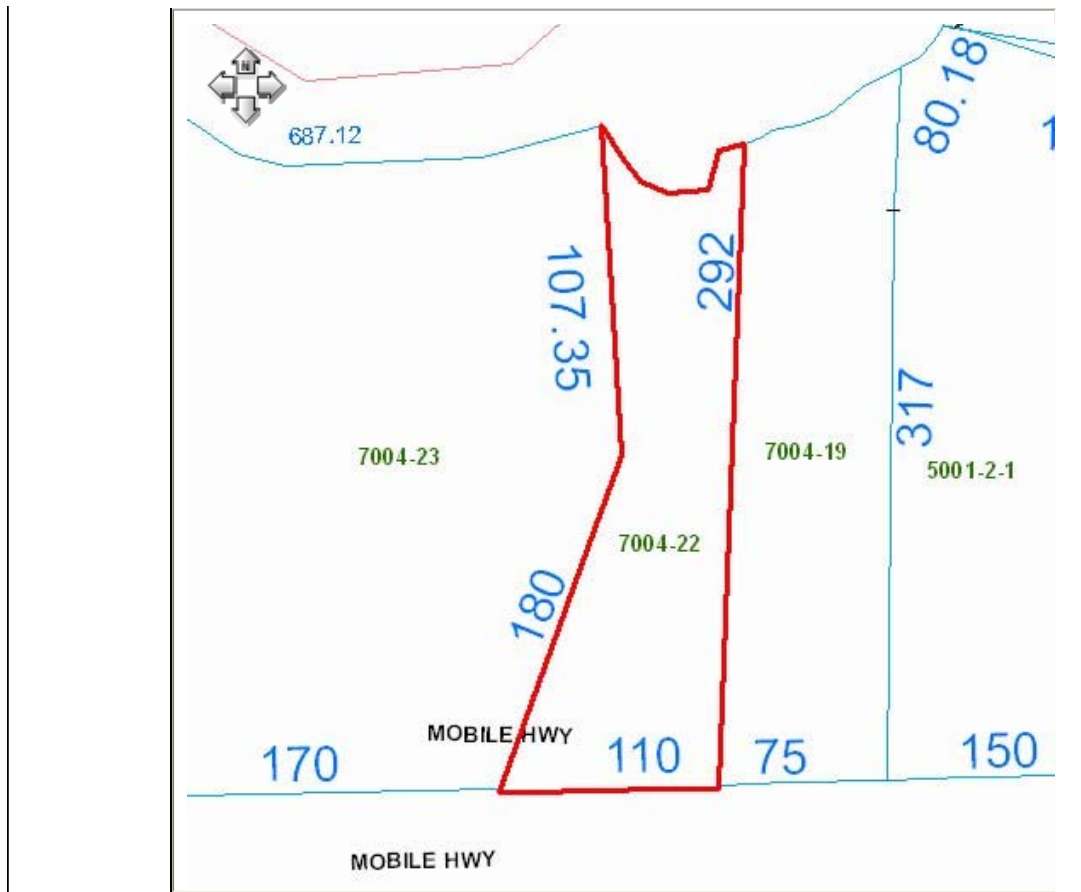
General Information	
<b>Reference:</b>	101S327004000022
<b>Account:</b>	102454000
<b>Owners:</b>	HERNDON RICKY & TRACI
<b>Mail:</b>	8190 BELLE PINES LN PENSACOLA, FL 32526
<b>Situs:</b>	11794 MOBILE HWY
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2010 Certified Roll Assessment	
<b>Improvements:</b>	\$46,779
<b>Land:</b>	\$14,962
<b>Total:</b>	\$61,741
<u>Save Our Homes:</u>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2006	6034	26	\$100,000	WD	<a href="#">View Instr</a>
09/2006	5984	931	\$100	QC	<a href="#">View Instr</a>
06/2004	5438	798	\$100,000	WD	<a href="#">View Instr</a>
08/2000	4598	1158	\$85,000	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2010 Certified Roll Exemptions	
None	
<b>Legal Description</b>	
BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 3 DEG 9 MIN W 94 32/100 FT TO N R/W LI OF...	
<b>Extra Features</b>	
None	

Parcel Information	
	<input type="button" value="Restore Map"/> <a href="#">Get Map Image</a> <a href="#">Launch Interactive Map</a>
<b>Section Map Id:</b>	<a href="#">10-1S-32</a>
<b>Approx. Acreage:</b>	0.5200
<b>Zoned:</b>	<a href="#">R-R</a>



**Buildings**

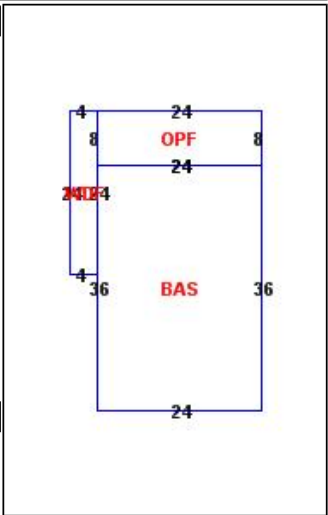
Building 1 - Address: 11794 MOBILE HWY, Year Built: 1976, Effective Year: 1986

**Structural Elements**

- FOUNDATION**-PILINGS
- EXTERIOR WALL**-SIDING-SHT. AVG.
- NO. PLUMBING FIXTURES**-3.00
- DWELLING UNITS**-1.00
- ROOF FRAMING**-GABL/HIP COMBO
- ROOF COVER**-METAL/MODULAR
- INTERIOR WALL**-DRYWALL-PLASTER
- FLOOR COVER**-CARPET
- NO. STORIES**-1.00
- FLOOR COVER**-VINYL/CORK
- DECOR/MILLWORK**-ABOVE AVERAGE
- HEAT/AIR**-CENTRAL H/AC
- STRUCTURAL FRAME**-WOOD FRAME

**Areas - 1152 Total SF**

- BASE AREA** - 864
- OPEN PORCH FIN** - 192
- WOOD DECK FIN** - 96



**Images**



05/06/03



05/06/03

**SUMMARY APPRAISAL REPORT**  
**SINGLE FAMILY RESIDENTIAL PROPERTY**  
**OWNED BY RICKY AND TRACI HERNDON**  
**11794 MOBILE HIGHWAY**  
**PENSACOLA, FLORIDA**

**PREPARED FOR**  
**MR. LARRY GOODWIN**  
**ESCAMBIA COUNTY NEIGHBORHOOD REDEVELOPMENT DEPT.**  
**1190 WEST LEONARD STREET**  
**PENSACOLA, FLORIDA 32501**

**BY**  
**ASMAR APPRAISAL COMPANY, INC.**  
**3 WEST GARDEN STREET, SUITE 504**  
**PENSACOLA, FLORIDA 32502**

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# ASMAR APPRAISAL COMPANY, INC.



**APPRAISERS • CONSULTANTS**

Joel J. Asmar, MAI  
State Certified General Appraiser RZ1565

3 WEST GARDEN STREET, SUITE 504  
PENSACOLA, FLORIDA 32502

Telephone (850) 433-7631  
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November 23, 2010

Mr. Larry Goodwin  
Escambia County Neighborhood Redevelopment Dept.  
1190 West Leonard Street  
Pensacola, Florida 32501

Re: Appraisal of  
Single Family Residential Property  
Owned by Ricky and Traci Herndon  
11794 Mobile Highway  
Pensacola, Florida  
AAC Job No. 10-1743b

Dear Mr. Goodwin:

I have made an inspection of the referenced property for the purpose of providing an opinion of the market value of the fee simple interest as of a current date. Based on the information provided, my inspection and valuation analysis, it is my opinion that the market value of the property in fee simple estate as of November 17, 2010, is:

**MARKET VALUE OPINION – FEE SIMPLE INTEREST  
ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS  
(\$165,000)**

This is a summary appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the work file.

This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Code of Professional Ethics of the Appraisal Institute. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan.

Mr. Larry Goodwin, Escambia County

November 23, 2010

I estimate a reasonable marketing period at 12 to 18 months. This estimate is based on my review of sales of similar properties within the same market area.

I appreciate the opportunity to perform this work for you. If there should be any questions, please do not hesitate to call.

Sincerely,



Joel J. Asmar, MAI  
State-Certified General Appraiser  
Florida RZ1565



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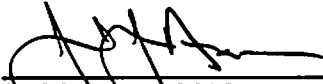
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## CERTIFICATION OF VALUE

I certify, to the best of my knowledge and belief, the following:

- The statements of fact contained in this appraisal report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I also have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement and compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report. No one provided significant professional assistance to the person signing this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute and the State of Florida relating to review by its duly authorized representatives.
- The appraisal assignment was not based on a requested valuation, a specific valuation or the approval of a loan.
- As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute and the State of Florida for the current cycle.
- I certify that I have complied with the competency provision of the Uniform Standards of Professional Appraisal Practice.
- The appraiser herein, by reason of this report, is not required to give testimony in court with reference to the property appraised unless arrangements have been previously made therefore.

  
\_\_\_\_\_  
Joel J. Asmar, MAI  
State-Certified General  
Appraiser Florida RZ1565

November 23, 2010  
\_\_\_\_\_  
Date

## SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

**PROPERTY IDENTIFICATION:** Single Family Residential Property

**CURRENT OWNERSHIP:** Ricky and Traci Herndon

**LOCATION OF PROPERTY:** The property is located on the north side of Mobile Highway approximately 225' west of Ruby Fish Camp Road. The property address is 11794 Mobile Highway, Pensacola, Florida.

**PURPOSE OF APPRAISAL:** The purpose of this appraisal is to provide an opinion of the market value of the fee simple interest as of a current date.

**PROPERTY RIGHTS APPRAISED:** Fee simple ownership rights.

**DATE OF REPORT:** November 23, 2010

**DATE OF VALUATION:** November 17, 2010

**ASSESSMENT:** The 2010 assessment is \$61,741.

**ZONING CLASSIFICATION:** R-R, Rural Residential District.

**SITE AREA & DIMENSIONS:** The appraised property consists of an irregular shaped tract with 110' of frontage on the service road adjacent to Mobile Highway with an approximate average depth of 290'. The property has 64' of effective frontage along the Perdido River. The gross site area is estimated to be 0.52 acres per the tax rolls.

**IMPROVEMENT DATA:** The property is improved with a two bedroom, one bathroom single-family residence that was originally constructed in 1976. The residence has a gross living area of approximately 864 SF and features 864 SF of carport area, a covered deck and wood dock. It was recently refurbished on the interior and exterior with the effective age reduced to seven years and the condition rated as very good.

**HIGHEST AND BEST USE:** Single Family Residence

**FINAL VALUE OPINION:** \$165,000

**HYPOTHETICAL CONDITIONS AND/OR SPECIAL ASSUMPTIONS:** None.

**PREMISES OF THE APPRAISAL**

## GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The valuation analysis, final value opinion and certification appearing in this appraisal report are subject to the following assumptions and limiting conditions:

1. The appraiser certifies that to the best of his knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also, that this appraisal has been made in conformity with the Professional Standards of the Appraisal Institute.
2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions unless otherwise stated in this report.
3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

Page 2 - (Cont'd) Assumptions & Limiting Conditions

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act (ADA). The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. Any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety may not use it for any purpose.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser is not required to give testimony or appear in court because of the performance of this appraisal, unless arrangements have been previously made therefore. It is understood that any future agreements concerning court testimony will acknowledge that the appraiser is an expert in the field of real estate valuation and is entitled to a fee of not less than \$200 per hour and/or a minimum expert witness fee of \$400 per occurrence, whichever is greater.
20. The acceptance of this report by the client is acknowledgment that the client has personally read the report and specifically agrees that the data set forth herein is accurate to the best of the client's knowledge. As part of the appraiser/client employment agreement, the client agrees to notify the appraiser of the existence of any error, omission or invalid data within 15 days of receipt and return the report along with all copies to the appraiser for correction prior to any use whatsoever.



Page 3 - (Cont'd) Assumptions & Limiting Conditions

21. Clients requesting appraisals typically seek a single property value opinion. Realistically, a single value opinion is simply a specific value out of a range of values rather than the only possible value. Thus, by acceptance of this report the client acknowledges that a value opinion is the product of a professionally service and is only an opinion and not a provable fact. A value opinion may vary between appraisers based on the same facts. The appraiser warrants only that the value conclusion is his best opinion as of the effective date of valuation.

**SPECIAL ASSUMPTIONS, CONDITIONS AND/OR SEVERANCE OF PROPERTY RIGHTS**

**Special Assumptions/Hypothetical Conditions:** The preparation of this appraisal report did not require the use of any special assumptions and/or hypothetical conditions.

**Severance of Property Rights:** A title abstract has not been furnished and I am not aware of any easements, encroachments or prior reservations applicable to this property, unless otherwise noted within this report.

## **IDENTIFICATION OF REPORT FORMAT**

This is a summary appraisal report that is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. The reader is advised that the level of detail presented within this report is in a summarized format with supporting documentation pertaining to data, reasoning, and the analyses retained in the appraiser's work file.

## **APPRAISAL PREPARED FOR**

Mr. Larry Goodwin

Escambia County Neighborhood Redevelopment Department

1190 West Leonard Street

Pensacola, Florida 32501

## **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to provide an opinion of market value of the fee simple interest in the property as of a current date.

## **INTENDED USE AND FUNCTION OF APPRAISAL**

It is my understanding this appraisal shall serve as a valuation guideline for potential acquisition for future use as a public boat ramp facility.

## **DATE OF REPORT**

November 23, 2010

## **DATE OF VALUE OPINION**

November 17, 2010, being the date of inspection.

## **DEFINITION OF MARKET VALUE**

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a) buyer and seller are typically motivated;
- b) both parties are well informed or well advised and acting in what they consider their own best interests;
- c) a reasonable time is allowed for exposure in the open market;
- d) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."<sup>1</sup>

<sup>1</sup> 2010 Edition Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

## EXPOSURE TIME

Exposure time may be defined as follows: The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is different for various types of real estate and under various market conditions.

It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between seller and buyer); and the analysis of future income expectancy estimated from the effective date of the appraisal.<sup>2</sup> I estimate the exposure time for this property to be 12 to 18 months.

<sup>2</sup> 2010 Edition Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, SMT-6, July 1, 2006, pages 87-88.

## MARKETING PERIOD

Reasonable marketing time is an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal.<sup>3</sup> The reasonable marketing time is a function of price, time, use and anticipated market conditions such as changes in the cost and availability of funds; not an isolated estimate of time alone. Marketing time, which occurs after the effective date of the market value estimate, differs from exposure time, which is always presumed to precede the effective date of an appraisal.

In developing the estimated marketing period, the marketing time of the comparable sales were considered as well as current listings of similar properties. In addition, brokers familiar with the subject neighborhood were contacted and the marketing period is supported by findings from these interviews. I estimate the marketing time for this property to be 12 to 18 months.

<sup>3</sup> 2006 Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, Advisory Opinion 7, July 1, 2006, pages 128-129.

## PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised include all present and future benefits and rights of the property associated with the fee simple ownership position, free and clear of mortgage indebtedness, leases, other liens or special assessments against the property.

## SCOPE OF WORK

Scope of Work is defined as the type and extent of research and analysis performed in an assignment.<sup>4</sup> According to the Scope of Work Rule, in each appraisal, appraisal review, and appraisal reporting assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible appraisal assignment results; and,
3. disclose the scope of work in the report.

The scope of work includes but is not limited to:

1. the extent to which the property is identified;
2. the extent to which the tangible property is inspected;
3. the type and extent of the data researched; and,
4. the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of work must include the research and analyses that are necessary to develop credible assignment results. For this appraisal assignment, I performed the following tasks to complete the assignment in a competent manner and to be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The appraisal problem was identified by receiving preliminary information and data from the client. I then completed my own independent analysis of the data provided, along with other preliminary information, to identify the appraisal problem. The appraisal problem and purpose of this appraisal report was to form an opinion of the market value of the fee simple interest in the property as of a current date.

<sup>4</sup> 2010 Uniform Standards of Professional Appraisal Practice (USPAP), The Appraisal Foundation, page 4 (Effective January 1, 2008)



The subject property was identified by the legal description and other documentation provided by the client. The identification process also included referencing the Escambia County Property Appraiser's file data, the Escambia County GIS Website, along with maps and other exhibits gathered during the appraisal assignment research.

Specific information provided and/or considered during the course of this appraisal is listed below:

- As Built Boundary Survey performed by Ruben Surveying and Mapping. The survey was dated October 26, 2006 with no revisions noted.

Secondary data was obtained from the Northwest Regional Planning Council, the Chamber of Commerce, Realtor publications and Metro Market Trends. Specific market data utilized in this valuation analysis was collected from my office files, the Pensacola Multiple Listing Service and from the public records of Escambia County (as compiled by Metro Market Trends, Inc., a real estate database company). A party to each sale was contacted whenever possible to verify and confirm the transaction data contained in the public records.

The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analyses. Within the confines of this analysis, I have made an examination of all available and pertinent market data that could be located within a minimum time frame of at least six months before the effective date of the appraisal. However, this search has been extended substantially in many areas, in order to obtain a sufficient quantity of market data.

The extent of reporting the data has been governed by the Uniform Standards of Professional Appraisal Practice. Also, the selection of the data reported is limited to that information which I consider to be relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. After considering the analyses of the data using the sales comparison approach, a final opinion of the market value of the fee simple ownership interest is provided.

**PRESENTATION OF DATA**

### **PROPERTY IDENTIFICATION**

The appraised property consists of a single family residential property with frontage on the Perdido River.

### **LOCATION**

The property is located on the north side of Mobile Highway approximately 225' west of Ruby Fish Camp Road. The property address is 11794 Mobile Highway, Pensacola, Florida.

### **OWNERSHIP OF RECORD**

The Escambia County tax rolls indicate the ownership of the property is presently vested with the following individuals:

Ricky and Traci Herndon  
8190 Belle Pines Lane  
Pensacola, Florida 32526

### **DATE OF INSPECTION**

The property was inspected by Joel Asmar, MAI on November 17, 2010. This inspection included the interior and exterior of the residence and the surrounding site.

## LEGAL DESCRIPTION

The legal description included on the most recent conveyance deed (OR Book 6034, Page 26) is listed

below:

**COMMENCING AT THE S.E. CORNER OF LOT 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7 FOR 820.43 FEET, THENCE NORTH FOR 94.32 FEET, THENCE SOUTH 86°51'00" WEST ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 10 FOR 150.00' AND POINT OF BEGINNING; THENCE NORTH 03°09'00" WEST FOR 277.60' TO THE WATERS EDGE OF PERDIDO RIVER, HEREAFTER DESIGNATED POINT "A"; THENCE FROM THE BEGINNING POINT RUN SOUTH 86°51'00" WEST FOR 110.00' TO AN IRON ROD AND CAP; THENCE NORTH 15°08'16" EAST FOR 180.00' TO AN IRON ROD AND CAP; THENCE NORTH 08°33'49" WEST FOR 107.35' TO THE WATERS EDGE OF PERDIDO RIVER; THENCE EASTERLY ALONG THE MEANDERINGS OF SAID WATERS EDGE TO POINT "A" AND THE TERMINUS OF THIS DESCRIPTION.**

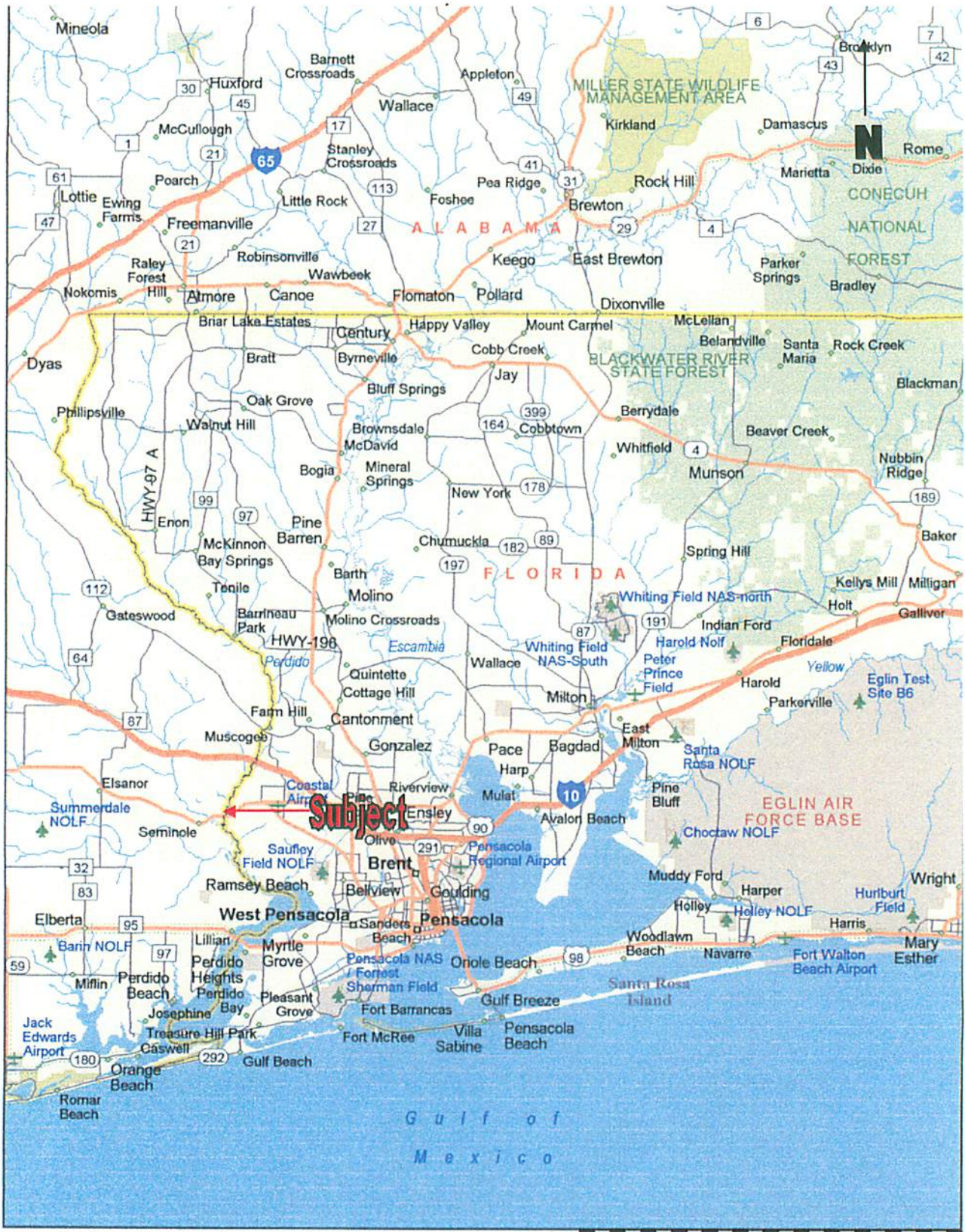
## REGIONAL AREA DATA

The Pensacola Metropolitan Statistical Area (MSA) consists of the two westernmost counties in Northwest Florida: Escambia and Santa Rosa. The MSA is situated along the Gulf of Mexico and the Intracoastal Waterway in the area dubbed as "The Western Gate to the Sunshine State". The MSA is strategically placed between various large southern cities. It is located approximately 60 miles from Mobile, Alabama; 200 miles from New Orleans, Louisiana; 200 miles from Tallahassee, Florida; and 370 miles from Atlanta, Georgia and the area is closer to St. Louis, Missouri than to Miami, Florida.

Escambia County has approximately 661 square miles and Santa Rosa County encompasses 1,024 square miles. There is an additional 100 square miles of water area within the counties' boundaries. The City of Pensacola is the seat of Escambia County, with the county seat for Santa Rosa being the City of Milton.

A map of the region is included on the following page:

### GENERAL AREA MAP





Four forces have a significant influence on property values in the region. They can be classified as follows:

ECONOMIC FORCES  
 SOCIAL FORCES  
 GOVERNMENTAL FORCES  
 ENVIRONMENTAL FORCES

The interaction of these forces influences the value of real property in the market. The following regional and city analyses are presented with these factors in mind.

ECONOMIC FORCES

An analysis of economic trends is confined to the local economy, which is most applicable to the subject of the appraisal. This category evaluates trends in employment and housing within the MSA.

Employment: Pensacola's regional economy continues to rely heavily upon tourism and governmental expenditures (primarily military). At the present time, federal, state and local government employs approximately 20% of the work force. The service industry also accounts for a large portion of the labor force with 37% of the total work force employed in this sector. A breakdown of the labor market by sector for the Pensacola MSA is shown in the following table:

Employment by Sector	2003	2004	2005
Civilian Labor Force	206,810	219,990	224,710
Total Civilian Non-Agricultural Emp.	202,930	216,520	221,190
Construction	16,890	14,590	14,810
Manufacturing	9,490	8,600	8,590
Transportation/Comm./Pub. Util.	9040	9380	9500
Wholesale Trade	7,950	7,020	7,190
Retail Trade	38,410	35,690	36,050
Finance/Insurance/Real Estate	14,460	14,990	15,210
Services	76,910	80,240	83,630
Federal Civilian Government	7,000	6,690	6,660
Federal Military Government.	15,920	16,730	16,760
State & Local Government	22,310	22,150	22,350



In an effort to diversify past and existing labor trends, local government has intensified their efforts in securing new manufacturing industry to the area. This effort, which commenced in the late 1980s, continues to the present time. From a historical standpoint, this effort has not been successful with the manufacturing sector having an increasingly smaller share of the labor workforce. A comparison of sector employment between 1990 and 2000 indicates that the manufacturing sector has actually experienced a 24% decline in total employment. The government sector has been steady over the same time frame. Historically, these two sectors have been the foundation of the strong employment base in the Pensacola MSA. Part of the manufacturing decline can be attributed to the recent closing of the Westinghouse Plant in Northeast Pensacola. The recent acquisition by General Electric should provide a boost to the industrial sector in the future. A historical perspective of the employment, by sector or industry, is exhibited in the following bar graph:

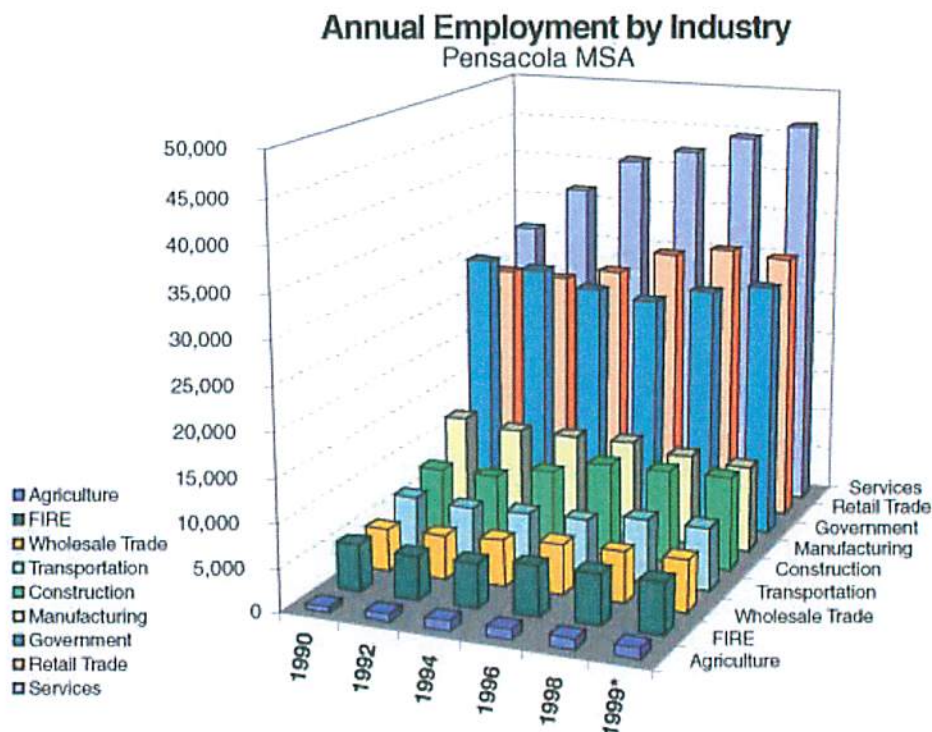


Image Source: Pensacola Chamber of Commerce

Data Source: Florida Department of Labor & Employment Securities (FDLES)

Service, construction and finance/insurance/real estate (FIRE) sectors have experienced the most growth over the past decade. As stated previously, governmental and manufacturing sectors have experienced modest decline over the same period. The rising tourism market largely fuels the growth in the service sector. This likewise has resulted in an increase in construction and related support services.

Military personnel still have a profound effect upon the area's economy. A combined total of approximately 18,000 military and civil service personnel are employed in the area. The area is host to numerous military installations including Naval Air Station Pensacola, Saufley Field, Corry Station and Whiting Field.

The majority of naval activities in the area are concentrated on the west side of the metropolitan area. The largest base is Naval Air Station Pensacola, located southwest of Pensacola's Central Business District, and is adjacent to the entrance to Pensacola Bay.

The Naval Air Station has undergone numerous changes in recent years that have had an economic impact in the area. This includes the closure of the Naval Aviation Depot (NADEP) and the subsequent relocation of the Naval Aviation Technical Training Command (NATTC) from Memphis, Tennessee to the Pensacola base. The loss of NADEP included 75 military positions and 3,400 civilians. However, 2,700 employees have been successfully relocated in the local area via the base realignment process. The transfer of NATTC has resulted in a \$285 million construction project in Pensacola. The project, considered Northwest Florida's largest ever, comprised 2.3 million square feet of infrastructure. The construction project was completed in 1997 with the bulk of instructors, staff and students having arrived in the fall of 1996.

Major employers in the Pensacola region include the federal government - 22,930 and local/state government - 22,060 for the year 2005. The three area hospitals rank 3rd, 5th, and 8th respectively with a combined employment of approximately 8,864 persons. Other important area employers include Gulf Power Company, Solutia (nylon fiber/industrial organic chemicals), Lakeview Center (a mental health facility), International Paper (paper manufacturer), Pensacola Christian College (school and publishing company), Navy Federal Credit Union and First Data Corporation. These employers represent a broad base of industries.

A significant number of jobs in the service sector are provided by the health care industry. Pensacola

is a regional center for medical care in Northwest Florida and South Alabama, offering specialized health care services for people in a wide multi-state area. The three regional hospitals include Baptist Health Care, Sacred Heart Health System, and the HCA West Florida Regional Medical Center. The three centers have a total of 1,662 beds and feature a variety of medical specialties for the southeast region.

Unemployment: Florida's unemployment rate jumped to 12.3 percent in March 2010, the highest since 1975. That's just one-tenth of a percentage point higher than the previous month, and 2.6% higher than that reported a year ago. Much of this is attributed to a significant decline in the tourism and construction trade due to the nationwide economic downturn. In Escambia County, the unemployment rate for March was 9.5 percent, or 13,115 people out of work. In Santa Rosa County, the unemployment rate was 8.5 percent, or 5,865 people. In comparison, from 2003 to 2006 unemployment in Escambia and Santa Rosa Counties typically ranged from 3% to 5%. Thus, there has been a significant increase in unemployment in the local area which is consistent with the statewide trend.

Real Estate/Housing: The residential real estate market is in a well publicized slump that not only applies to the local market area but the nation as a whole. The Florida Panhandle real estate market experienced unparalleled demand during the period of 2000 through the summer of 2005. Appreciation rates were unprecedented in recent history with buyers appearing to have an insatiable level of demand for residential properties. This changed by the summer/fall of 2005 with a continuous decline in market demand evident through a current date.

From a micro standpoint, the catalyst of the local market downturn was considered by most to be the back-to-back active hurricane seasons of 2004 and 2005 along with the prospect of escalating insurance premiums and ad valorem taxes. In hindsight, it is now apparent that the basic framework of the national housing market was flawed which permeated through the local level. A combination of readily available credit, low interest rate loans, the use of non-traditional mortgage instruments and rampant speculation helped fuel increased demand which resulted in rapid price appreciation. Once short and long term interest rates increased, the self-perpetuating market effectively collapsed due to the lack of real fundamentals. This market "correction" period is now in its fifth year.

National influences contributed to the residential housing slump as evident by the widespread impact throughout the United States. There are multiple factors that contributed to the decline. These include the following:

- Historically low mortgage interest rates
- An increase in non-traditional mortgage financing instruments
- Relaxed mortgage credit standards
- Widespread market speculation

The national financial framework is now cited as the primary culprit of the housing slump. Interest rates remained at historically low levels for an extended period in the first part of this decade which contributed to the housing bubble. From 2001 through 2003, the Federal Reserve held interest rates at extremely low levels (1% to 2%) which resulted in low residential mortgage rates. After inflationary pressures prompted the Federal Reserve to act, a series of rapid increases in the Federal Funds Rate were made commencing in the summer of 2004 and culminating to a rate of 5.25% in the summer of 2006. Although subsequent decreases in the Federal Funds Rate have been made, the adverse effect of the rapid increases already made its impact. Many adjustable rate mortgages reset at higher interest rates which in turn impacted market demand. In addition, long term rates increased which contributed to the reduction in market activity and demand.

The use of non-traditional mortgage instruments increased in 2002 through 2006. These mortgage instruments included interest-only, adjustable rate mortgages (ARMs), option payment ARMS, along with 40-year conventional mortgages. These non-traditional mortgages greatly increased the affordability of residential properties to a segment of the purchasing marketplace that could not qualify under conventional terms. Most of these mortgage instruments were also susceptible to rate increases.

Relaxed credit standards also played a significant role in the housing bubble. Qualification standards for many of the non-traditional mortgage instruments were less than that established for traditional conventional mortgages. This resulted in an expansion of the purchasing marketplace to include buyers who normally would not qualify based on established credit thresholds. A combination of the preceding factors provided a foundation for increased demand in residential properties.

Housing inventory levels have also increased dramatically since 2005. In 2005, the estimated housing inventory was 2.846 million which correlated to a 4.5 month supply. The total current inventory reported for the U.S. was 3.974 million homes correlating to an 8.9 month supply.

### SOCIAL FORCES

This category is primarily concerned with population characteristics and demographics. A study of an area's population produces much information about the basic demands in the local real estate market. The following headings consist of regional data pertinent to this topic.

Population: Population growth in the Pensacola MSA has continued at a steady pace since 1960. The table, which follows, shows the actual population changes in the Pensacola MSA from 1980 through 2000 (Est.), and future projections.

## Pensacola Area Population

<b>Total Population</b>			
<b>Year</b>	<b>Escambia</b>	<b>Santa Rosa</b>	<b>Pensacola MSA</b>
<b>1980</b>	<b>234,600</b>	<b>56,600</b>	<b>291,200</b>
<b>1990</b>	<b>263,500</b>	<b>82,100</b>	<b>345,400</b>
<b>2000</b>	<b>294,410</b>	<b>117,743</b>	<b>412,153</b>
<b>2005</b>	<b>303,596</b>	<b>136,037</b>	<b>439,633</b>
<b>2010</b>	<b>339,948</b>	<b>142,620</b>	<b>482,568</b>

Table Source: Pensacola Chamber of Commerce

Data Source: University of Florida, BEBR Population Studies

Per the latest projection figures, a 17.1% gain is forecasted for the Pensacola MSA population in the year 2010 census. Of the currently estimated 412,153 area residents, 76% have completed high school and 26% have college degrees. Census estimates indicate there were 154,842 households in the MSA in 2000 with an average household size of 2.50 persons. The largest segment of the population (29.3%) is 35 to 54 years old and the median age, 32.5 years. A past breakdown of the population by age group within the MSA is outlined in the following table:

	1990	2000	2001	2004
<b>Total Population</b>	345,579	413,740	419,627	436,210
Population 0-19 Years	103,435	116,201	114,773	121,740
Population Age 20-64 Years	202,737	245,168	251,344	255,830
Population Age 65 Years & Over	39,307	52,335	53,510	58,650

Table Source: Pensacola Chamber of Commerce

Data Source: US Census Bureau, County Population Studies

### GOVERNMENTAL FORCES

This category addresses state and local government forces within the subject's regional area.

Type of Government: The City of Pensacola has a council/manager government with 10 city council members elected for two-year terms. The city manager is hired by the council and oversees the day-to-day operation of city government. The council also elects the mayor who presides over council meetings.

Escambia County is governed by a five-member board of commissioners who are elected within specified districts for four-year terms. The county administrator is hired by the Board of County Commissioners and has the responsibility of directing county operations.

Santa Rosa County has a five-member board of commissioners who are elected within specified districts for four-year terms. The board is responsible for hiring the county administrator who oversees the daily operations of the government.

Building Codes/Zoning: The City of Pensacola and Escambia County governments both operate planning and zoning departments. The respective departments are responsible for establishing and enforcing land use regulations.

The City of Pensacola and Escambia County also operate separate building inspection departments. These offices are responsible for enforcing codes for building construction, electrical, mechanical, plumbing, and gas installations.

The City of Milton, the City of Gulf Breeze, and Santa Rosa County also operate separate zoning office and building inspection departments. The city departments are located within the respective city limits.

The Santa Rosa County departments are located in Milton with satellite offices in Midway. The Midway office was opened recently to serve southern Santa Rosa County.

Law Enforcement/Fire Department: Escambia County and Santa Rosa County Sheriff Departments within the MSA and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers and paid personnel in the county and paid employees in the city.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. BellSouth Telephone Company provides telephone service throughout the MSA. Escambia County Utilities Authority supplies water and sanitary sewage disposal service to the area. It also disposes of trash within the unincorporated area of the county; Sanitation Services of Pensacola having jurisdiction within the city limits. Natural gas is available within the MSA by Energy Services of Pensacola.

Transportation: Federal Highway Interstate 10 runs through the MSA in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the MSA is dissected by a variety of state, county and local roads, providing access throughout the area. The Pensacola Regional Airport is a commercial airport served by COMAIR, Continental, Delta, ASA, Northwest AirlinK, and US Airways.

The City of Pensacola operates the Port of Pensacola, which accommodates ocean-going vessels with drafts to 33 ft. Escambia County Transit (ECAT) provides local service for a 91 square mile area.

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism (retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government.



## ENVIRONMENTAL FORCES

Environmental forces relate to the characteristics of a property's geographic location.

Climate: The MSA is located in a semi-tropical climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 82 degrees. High winds or hurricanes have occurred in late summer and early fall. A summation of the weather data is exhibited in the following table:

Description	Avg. Temp.	Avg. Precip.	Avg. Humidity
Spring	67.1	4.51	73
Summer	80.8	6.58	75
Fall	72.7	5.52	72
Winter	53.9	4.44	72

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the Pensacola area. Canoeing, boating, fishing and other outdoor sporting activities are popular throughout the MSA. Recently, the Pensacola Ice Pilots (ice hockey team), and the Pensacola Pelicans (baseball) have been established in Pensacola with home games played at the Pensacola Civic Center and UWF, respectively.

Transportation: Escambia and Santa Rosa Counties are located along a sheltered 12 ft. draft barge route that runs from Brownsville, Texas to Apalachicola, Florida. Rail service is provided by Alabama Gulf Coast Railway, CSX Transportation Services and Amtrak (passenger train).

Regional Resources: Agriculture has continued to be a major contributor to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps the most recognized resource for the area is the sparkling white sandy beach, which extends from Mobile Bay along peninsular Florida. The beaches in the Pensacola area remain a major tourist attraction.

Development: The development of Pensacola was largely predicated on environmental factors. As was customary for most of the original "old cities" in the U.S., development commenced from the waterfront where the oldest improvements are located. Downtown Pensacola is located in this vicinity with several structures of 150+ years still standing. The northward development push was a natural progression due to the physical barriers of Escambia Bay, Bayou Texar and Bayou Chico. A local family had the foresight to acquire rural timberland which was sold and/or developed and now encompasses Northeast Pensacola.

As the city matured, it grew northward from the southern shoreline. The city (using a grid design) built several residential areas known as North Hill and East Hill on the west side of Bayou Texar and East Pensacola Heights on the east side. These areas are easily identifiable because of the "grid" pattern of development. Newer developments extended out to the north of these early subdivisions. One area in particular was very slow to develop but eventually became the most desirable section in Greater Pensacola. That area, Northeast Pensacola, is built on land, which was formerly under the ownership of the Baars family.

Summary: The Pensacola MSA remains an evolving metropolitan area. Traditionally dependent on an extensive military presence, the intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The MSA also has natural resources and beauty, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth.

Real estate values have shown decreases in recent years. This includes both the residential and commercial markets, although the residential market downturn is certainly more pronounced following a rapid increase in inventory due to rapid build-out in the early part of this decade. Construction of new residential developments has ceased which should allow for some recovery as the absorption of the existing inventory levels continue.

## NEIGHBORHOOD DATA

The subject property is located in a community known as Beulah, which is a small semi-rural residential area in west-central Escambia County. The boundaries of this community include Perdido Bay to the south, the Alabama/Florida State line to the west, Muscogee Road to the north, with the east boundary represented by Pine Forest Road and Highway 97. The neighborhood is located in central Escambia County and is approximately eight to ten miles northwest of Pensacola's downtown central business district.

Beulah is an established community that has undergone little change over the past 20 to 30 years with the exception of the past five years. Single-family residential development remains the predominant use throughout the neighborhood. The typical residence is 1,200 to 2,500 SF in size with sites varying from .5 acres to 40 acres or more. The combination of residential homesteads with agricultural and livestock farming is also a common practice. Much of the area has level topography and favorable soils which are conducive to various farming applications.

Single-family residential developments with higher densities have been developed in the past ten years. These developments are primarily confined to Mobile Highway (U.S. Highway 90) and West Nine Mile Road (Alt. U.S. Highway 90) in the southern portion of the neighborhood, and along West Kingsfield Road and Highway 97 to the northwest. Development of large acreage tracts in the neighborhood midsection are not generally supported due to the lack of sewer service, and competition and availability of undeveloped land on the aforementioned roadways. Residential development varies from new construction to 50+ year old homes with 5 to 20 year old dwellings being typical.

Commercial development is primarily confined to the major arterials of Mobile Highway and West Nine Mile Road. Even on these roadways, development is scattered with convenience stores, taverns/lounges, small vegetable stands, repair yards, and other related uses being most prevalent.

Primary access corridors for the neighborhood include Mobile Highway (U.S. Highway 90), West Nine Mile Road (Alt. U.S. Highway 90), Highway 97 and Beulah Road. Mobile Highway and West Nine Mile Road are east-west roadways. Beulah Road is a north-south roadway that enables access from Cantonment to the north as well as rural areas to the south. Interstate 10 also traverses the community but has

restricted access with the closest interchange located at West Nine Mile Road to the southeast. Secondary access roads include Helms Road, Rebel Road, Frank Reeder Road, Muscogee Road and West Kingsfield Road. The various arterial roadways cited provide an efficient means of travel to other areas of Escambia County as well as neighboring regions.

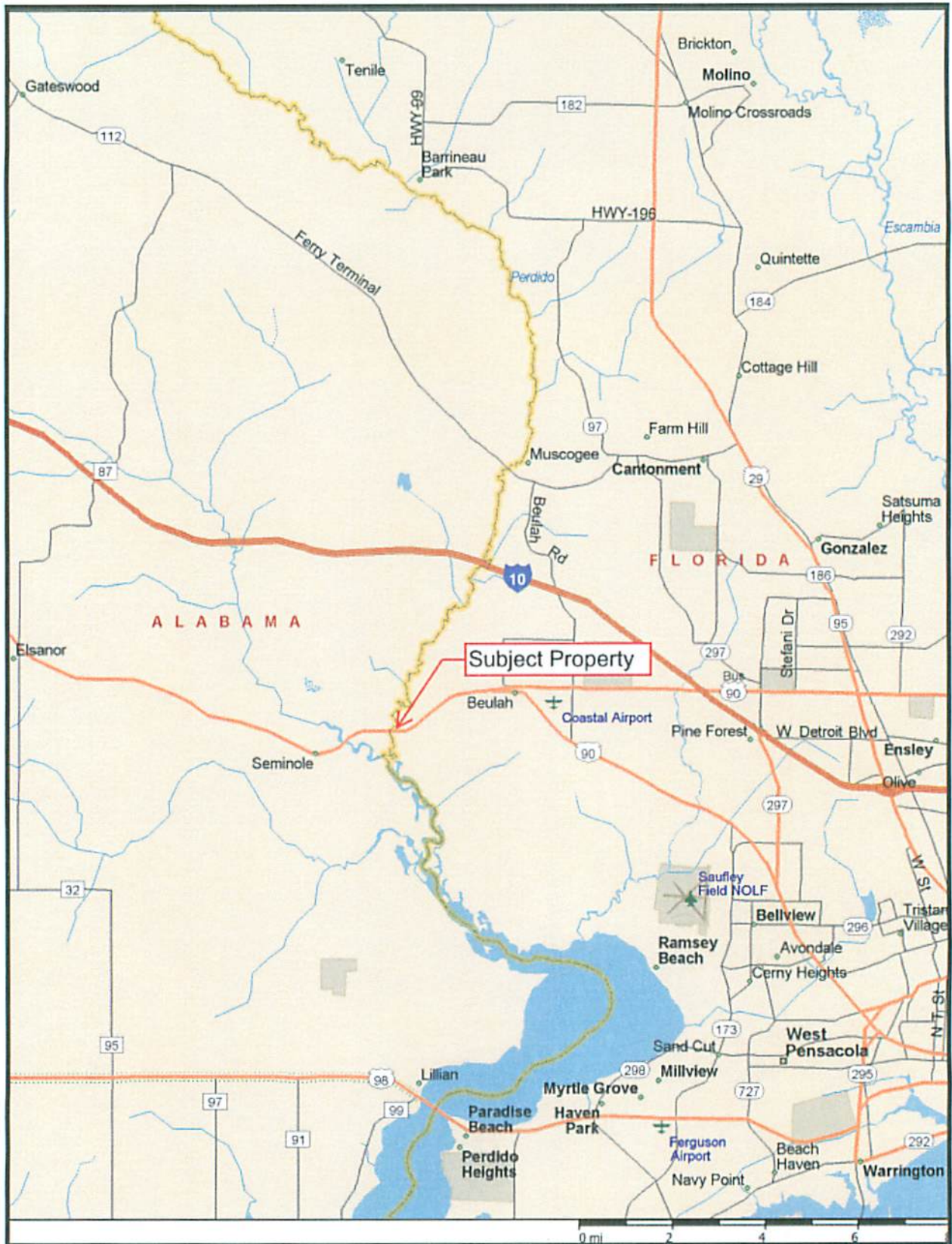
Pensacola continues to grow in a northerly and westerly direction. Residents have found that the commute from Nine Mile/Pine Forest to the central business district of Pensacola is less than 20 minutes with the use of Interstate 10. Many residents also find the north and west areas of Pensacola offer larger single family home sites that may range from one to three acres in size, a characteristic not easily located in the more heavily developed regions of Pensacola. Residential subdivision development has become more active in recent years with notable developments including the Nature Trail, Soaring, Bell Ridge Forest and Cypress Creek subdivisions.

The Perdido Landfill is located off of Beulah Road just north of Interstate 10. This is a class I landfill operation that is county owned and operated. It accommodates much of the garbage disposal needs for the greater Pensacola area. The landfill operation is highly visible based on the above ground or "high-rise" disposal method utilized. It also constitutes a detracting feature for properties in close proximity due to the visual impact as well as sporadic reports of odors permeating into the surrounding area. The adverse impact is generally confined to properties located with ½ mile of the primary landfill operation.

The growth for this community is forecasted to continue at a more rapid pace than that experienced in past years. Higher density residential development will be confined to Mobile Highway, West Nine Mile Road, West Kingsfield Road and portions of Beulah Road. The development on Beulah Road will be confined to the south of Interstate 10 in the near term due to the lack of sewer service north of this juncture. The secondary areas will continue to host low-density residential development. As the residential population increases, the surrounding community will also support new commercial development for those businesses that provide services needed on a daily basis.



### NEIGHBORHOOD LOCATION MAP



## REAL ESTATE MARKET ANALYSIS

### Overview

The real estate market is in a well publicized slump that not only applies to the local market area but the nation as a whole. The Florida Panhandle real estate market experienced unparalleled demand during the period of 2000 through the summer of 2005. Appreciation rates were unprecedented in recent history with buyers appearing to have an insatiable level of demand for residential properties. This changed by the summer/fall of 2005 with a continuous decline in market demand evident through the effective date of this appraisal.

From a micro standpoint, the catalyst of the local market downturn was considered by most to be the back-to-back active hurricane seasons of 2004 and 2005 along with the prospect of escalating insurance premiums and ad valorem taxes. In hindsight, it is now apparent that the basic framework of the national housing market was flawed which permeated through the local level. A combination of readily available credit, low interest rate loans, the use of non-traditional mortgage instruments and rampant speculation helped fuel increased demand which resulted in rapid price appreciation. Once short and long term interest rates increased, the self-perpetuating market effectively collapsed due to the lack of real fundamentals. This market "correction" period is now in its fifth year.

### National (Macro) Trends/Influences

National influences contributed to the residential housing slump as evident by the widespread impact throughout the United States. There are multiple factors that contributed to the decline. These include the following:

- Historically low mortgage interest rates
- An increase in non-traditional mortgage financing instruments
- Relaxed mortgage credit standards
- Widespread market speculation

The national financial framework is now cited as the primary culprit of the housing slump. Interest rates remained at historically low levels for an extended period in the first part of this decade which

contributed to the housing bubble. From 2001 through 2003, the Federal Reserve held interest rates at extremely low levels (1% to 2%) which resulted in low residential mortgage rates. After inflationary pressures prompted the Federal Reserve to act, a series of rapid increases in the Federal Funds Rate were made commencing in the summer of 2004 and culminating with a rate of 5.25% in the summer of 2006. Although subsequent decreases in the Federal Funds Rate have been made, the adverse effect of the rapid increases already made its impact. Many adjustable rate mortgages reset at higher interest rates which in turn impacted market demand. Long term rates have also increased and contributed to the reduction in market activity.

The use of non-traditional mortgage instruments increased in 2002 through 2006. These mortgage instruments included interest-only, adjustable rate mortgages (ARMs), option payment ARMS, along with 40-year conventional mortgages. These non-traditional mortgages greatly increased the affordability of residential properties to a segment of the purchasing marketplace that could not qualify under conventional terms. Most of these mortgage instruments were also susceptible to rate increases.

Relaxed credit standards also played a significant role in the housing bubble. Qualification standards for many of the non-traditional mortgage instruments were less than that established for traditional conventional mortgages. This resulted in an expansion of the purchasing marketplace to include buyers who normally would not qualify based on established credit thresholds.

A combination of the preceding factors provided a foundation for increased demand in residential properties. The rapid appreciation evident during the 2002 through 2005 period also encouraged rampant speculation. Many individuals speculated that increasing real estate values would continue to escalate resulting in quick profits in relatively short periods. The speculation activity was typically leveraged by the non-traditional mortgage instruments.

The peak in the local housing market occurred in the second or third quarter of 2005. Following this period, residential sales activity and values have experienced declines throughout the nation, with few exceptions. The decline varies significantly by region as evident by information published by the National Association of Realtors (NAR). On the following page, I have included two tables that report sales activity and sale prices for existing homes since 2007 as allocated by region.



**Existing Home Sales**

Year	U.S.					U.S.					Mos		
	U.S.	Northeast	Midwest	South	West	U.S.	Northeast	Midwest	South	West	Inventory	Supply	
2007	5,652,000	1,006,000	1,327,000	2,235,000	1,084,000	*	*	*	*	*	3,974,000	8.9	
2008	4,913,000	849,000	1,129,000	1,865,000	1,070,000	*	*	*	*	*	3,700,000	10.5	
2009 p	5,156,000	868,000	1,165,000	1,913,000	1,210,000	*	*	*	*	*	3,289,000	8.8	
Seasonally Adjusted Annual Rate													
Not Seasonally Adjusted													
2008	Dec	4,740,000	750,000	1,060,000	1,740,000	1,200,000	361,000	55,000	79,000	139,000	88,000	3,700,000	9.4
2009	Jan	4,490,000	640,000	1,030,000	1,640,000	1,170,000	257,000	35,000	54,000	96,000	72,000	3,611,000	9.7
2009	Feb	4,710,000	750,000	1,040,000	1,740,000	1,180,000	280,000	45,000	62,000	105,000	68,000	3,798,000	9.7
2009	Mar	4,550,000	690,000	1,020,000	1,710,000	1,130,000	357,000	52,000	81,000	135,000	89,000	3,648,000	9.6
2009	Apr	4,660,000	770,000	1,000,000	1,740,000	1,150,000	413,000	66,000	90,000	151,000	106,000	3,937,000	10.1
2009	May	4,720,000	800,000	1,090,000	1,740,000	1,090,000	447,000	71,000	107,000	160,000	109,000	3,851,000	9.8
2009	Jun	4,800,000	820,000	1,100,000	1,820,000	1,150,000	521,000	90,000	120,000	189,000	122,000	3,811,000	9.4
2009	Jul	5,240,000	930,000	1,220,000	1,950,000	1,130,000	532,000	105,000	127,000	190,000	110,000	4,062,000	9.3
2009	Aug	5,090,000	910,000	1,140,000	1,890,000	1,150,000	498,000	92,000	111,000	185,000	110,000	3,924,000	9.3
2009	Sept	5,540,000	950,000	1,250,000	2,040,000	1,290,000	468,000	80,000	110,000	176,000	102,000	3,710,000	8.0
2009	Oct	6,090,000	1,060,000	1,430,000	2,280,000	1,320,000	498,000	86,000	111,000	190,000	111,000	3,565,000	7.0
2009	Nov	6,540,000	1,130,000	1,550,000	2,400,000	1,450,000	471,000	79,000	106,000	176,000	110,000	3,521,000	6.5
2009	Dec p	5,450,000	910,000	1,150,000	2,010,000	1,380,000	414,000	66,000	86,000	160,000	102,000	3,289,000	7.2
vs. last month:		-16.7%	-19.5%	-25.8%	-16.3%	-4.8%	-12.1%	-16.5%	-18.9%	-9.1%	-7.3%	-6.6%	10.8%
vs. last year:		15.0%	21.3%	8.5%	15.5%	15.0%	14.7%	20.0%	8.9%	15.1%	15.9%	-11.1%	-23.4%
year-to-date:							5.156	0.867	1.165	1.913	1.211		

**Sales Price of Existing Homes**

Year	U.S.					U.S.					
	U.S.	Northeast	Midwest	South	West	U.S.	Northeast	Midwest	South	West	
Median											
2007	\$219,000	\$279,100	\$165,100	\$179,300	\$335,000	\$266,000	\$307,100	\$200,500	\$225,600	\$365,900	
2008	198,100	266,400	154,100	169,200	271,500	242,700	297,800	183,400	211,600	312,300	
2009 p	173,500	238,200	143,700	152,700	219,600	217,300	276,300	172,000	192,900	257,800	
Not Seasonally Adjusted											
2008	Dec	175,700	234,300	140,700	153,500	229,700	217,600	267,600	167,500	193,200	268,100
2009	Jan	164,800	227,000	131,000	143,300	215,500	206,700	262,100	157,900	180,300	256,200
2009	Feb	168,200	236,400	130,000	145,600	230,400	210,300	268,200	154,200	181,900	268,600
2009	Mar	169,900	230,700	138,700	146,900	227,400	211,300	263,300	159,800	184,400	268,000
2009	Apr	166,600	237,400	138,800	147,900	204,200	208,800	270,000	161,800	185,900	246,200
2009	May	174,700	244,300	147,100	157,500	207,000	218,100	277,600	173,900	197,900	250,400
2009	Jun	182,000	248,200	156,000	163,300	219,600	227,900	284,800	184,400	204,900	266,100
2009	Jul	181,500	251,500	155,900	162,100	217,900	227,400	286,200	184,400	203,600	263,800
2009	Aug	177,300	241,100	149,300	157,200	219,800	222,400	279,700	174,400	198,900	265,600
2009	Sept	176,000	241,500	147,200	153,500	223,700	221,900	278,200	174,600	193,200	272,800
2009	Oct	172,200	235,200	144,700	149,900	220,200	217,300	272,000	172,200	188,400	267,500
2009	Nov	170,000	222,500	140,000	152,000	211,400	211,800	259,000	168,300	189,700	257,100
2009	Dec p	178,300	241,700	143,200	152,000	236,000	225,400	280,700	173,600	196,000	282,600
vs. last year:		1.5%	3.2%	1.8%	-1.0%	2.7%	3.6%	4.9%	3.6%	1.4%	5.4%

The preceding tables provide obvious support that a correction is underway in the residential housing market. The total sales within the United States have decreased every year from 2005 through 2008. The sale total for the entire U.S. was 5.156 million for 2009 which indicates there has been a slight improvement over 2008. However, the number of transactions and median price indication are substantially less than that evident during the market peak in 2005. For the South region, a sales increase of 15.1% was evident for 2009 as compared to 2008 sale totals.

Housing inventory levels have also increased dramatically since 2005. In 2005, the estimated housing inventory was 2.846 million which correlated to a 4.5 month supply. The total current existing homes for sale as of July 2010 totaled 3.98 million homes correlating to a 12.5 month supply.

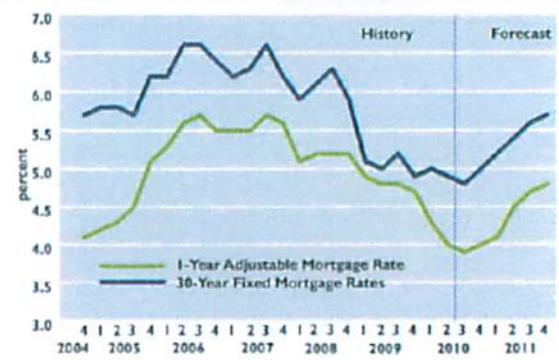
The following graphs from the August 2010 issue of Real Estate Insights published by the National Association of Realtors depict historical or forecasted trends for various national indicators/factors that pertain to the real estate market.

**Home Sales**  
*Dipping in 3rd quarter of 2010, then rising*



Sources: NAR, Bureau of the Census, NAR Forecast

**Mortgage Rates**  
*Still at historic lows and attractive for homebuyers*



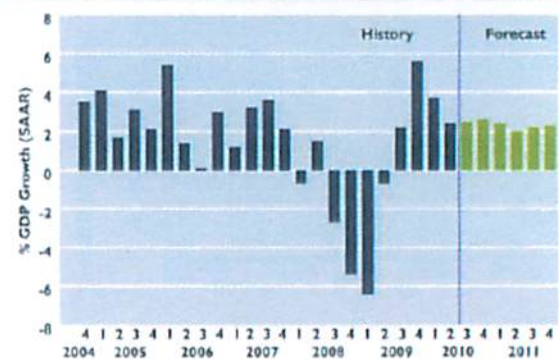
Sources: Freddie Mac, NAR Forecast

**Housing Starts**  
*Gradually rising*



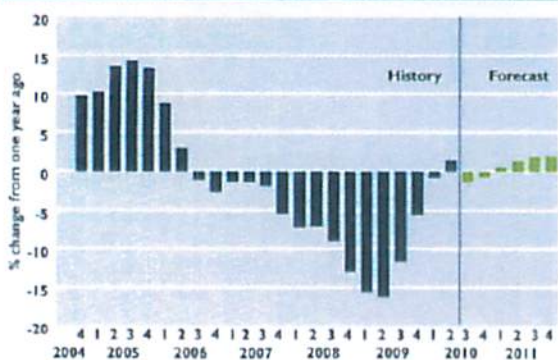
Sources: Bureau of the Census, NAR Forecast

**Economic Growth**  
*Slow growth, but still positive*



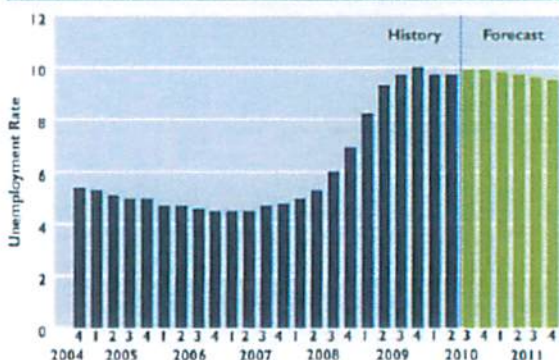
Sources: Bureau of Economic Analysis, NAR Forecast

**Home Price Appreciation**  
*No meaningful change in either direction*



Sources: NAR, NAR Forecast

**Unemployment**  
*Slow economic growth will keep unemployment elevated*



Sources: Bureau of Labor Statistics, NAR Forecast



**Local (Micro) Trends/Influences**

The demand for residential properties in the Pensacola MSA from the year 2000 through the summer of 2005 was unparalleled in comparison to the past 30 to 40 years. The local market experienced strong levels of growth over this period. This in turn encouraged a rapid escalation in the construction of residential subdivisions.

From the period of the year 2000 through 2003, there was a steady increase in demand with a corresponding impact on property values. This demand level, while described as steady, resulted in +10% to +25% annualized appreciation for a broad range of property types. From the winter of 2003 through the summer of 2005, the demand for coastal property increased exponentially. During this period, the value of property in many cases doubled and even tripled. Rural and semi-rural communities were less impacted with more moderate appreciation rates evident.

There has been a drastic change in market conditions for the local real estate market since the summer of 2005. The market has changed from an obvious seller’s market to a profound buyer’s market during this timeframe with this trend continuing to the present time. Recent sales rates have been at a fraction of what was evident in 2004 and 2005 with values decreasing to a point that coincides with what was evident in the years 2002 and 2003.

The Pensacola MSA has experienced a steep decline in sales in the most recent period as previously discussed. The following table provides a summary of total lot sales per each 12-month period for the combined Escambia County and Santa Rosa County area. The information was obtained from the Pensacola Multiple Listing Service (MLS).

<b>ANNUAL SALE TOTALS – ALL RESIDENTIAL LOTS</b>						
Annual Period	2004	2005	2006	2007	2008	2009
Number of Sales	1,482	1,173	553	369	229	220
Average Days on Market	408	210	146	145	228	244
Sales Price/List Price Ratio	96%	95%	89%	86%	83%	87%

The previous table indicates that there has been a significant decline in annual sale totals for residential lots. In 2004, there were 1,482 residential lots sales recorded on the Pensacola Multiple Listing

Service. In 2009 there were only 220 lot sales indicating a sales total decline of 85% as compared to the 2004 base year. The reduction in demand for residential lots appears to have commenced in 2005 with a continuation in decline evident through a current date. It is important to note that that tract subdivision lots are not typically sold on the MLS and the annual lot sales listed do not reflect the total market.

Demand for detached single family residential dwellings has also declined over the study period. The 2009 data indicates a slight increase in residential dwelling sales from the previous year. A significant decline of 41.2% is indicated if 2004 is used as the base year for comparison. A table detailing the annual sale totals for 2004 through 2009 is included below:

<b>ANNUAL SALE TOTALS – DETACHED SINGLE FAMILY RESIDENTIAL DWELLINGS</b>						
Annual Period	2004	2005	2006	2007	2008	2009
Number of Sales	7,145	7,363	6,182	5,053	4,035	4,198
Average Days on Market	72	46	80	106	123	124
Sales Price/List Price Ratio	98%	97%	96%	96%	95%	95%

REAL Trend Report

The Real Trend Report is compiled and published by Metro Market Trends, a local company that provides real estate sales, tracking, market share reporting and analysis information for Florida and South Alabama.

The December 2008 REAL Trend Report for Escambia County indicates a decline in sale totals for all residential property types for 2008 as compared to 2007. New home sales declined 23.7% with resales of existing homes down 29.8%. The December 2009 REAL Trend Report for Escambia County indicates that the rate of decline is moderating for resales. A comparison of the 2009 to 2008 data indicates that new home sales declined 25.3% with resales down only 5.4%. The slowdown in new construction is likely a significant factor in the continued decline of new home sales. A table summarizing the 2008-2009 real estate activity as well as accompanying graphs are included on the following page:

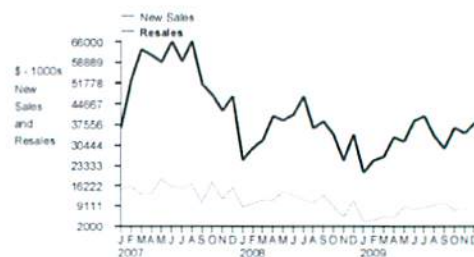
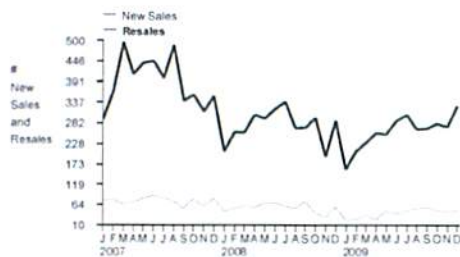


## Real Estate Sales Activity

Number of Sales	DEC 2009	DEC 2008	% Chg	YTD 2009	YTD 2008	% Chg
<b>Single Family</b>						
Total New Sales	50	59	15.25	507	679	-25.33
Total ReSales	327	288	13.54	3,111	3,290	-5.44
Total Single Family	377	347	8.65	3,618	3,969	-8.84
<b>Condominium/Townhomes</b>						
Total New Sales	3	1	200.00	56	49	14.29
Total ReSales	47	27	74.07	517	438	18.04
Total Condo/Townhome	50	28	78.57	573	487	17.66
<b>Mobile/Manufactured Homes</b>	12	26	-53.85	163	199	-18.09
<b>Residential Lots</b>	69	157	-56.05	683	1,064	-37.57
<b>Commercial &amp; Other IMPRV</b>	32	31	3.23	267	320	-16.56
<b>Commercial &amp; Other VACNT</b>	13	7	85.71	96	109	-11.93
<b>Total</b>	553	596	-7.21	5,400	6,178	-12.59
Total Foreclosures	73	97	-24.74	859	776	11.98
Total Lis Pendens	274	245	11.84	2,906	2,968	-13.16

Dollar Volume of Sales	DEC 2009	DEC 2008	% Chg	YTD 2009	YTD 2008	% Chg
<b>Single Family</b>						
Total New Sales	7,802,865	10,838,136	-28.01	87,229,511	127,381,955	-31.52
Total ReSales	38,037,600	34,023,000	11.80	387,682,200	421,700,400	-8.07
Total Single Family	45,840,485	44,861,136	2.18	474,911,711	549,082,355	-13.51
<b>Condominium/Townhomes</b>	1,555,000	495,000	214.14	41,282,900	37,824,200	9.14
Total ReSales	15,305,200	8,988,600	70.27	147,756,900	160,487,400	-7.93
Total Condo/Townhome	16,860,200	9,483,600	77.78	189,039,800	198,311,600	-4.68
<b>Mobile/Manufactured Homes</b>	577,600	526,000	9.81	5,688,300	7,906,600	-24.26
<b>Residential Lots</b>	1,876,200	1,823,700	2.88	24,915,300	41,637,700	-40.16
<b>Commercial &amp; Other IMPRV</b>	7,687,600	18,060,500	-57.43	84,891,000	168,427,200	-49.60
<b>Commercial &amp; Other VACNT</b>	3,048,700	898,100	239.46	16,429,700	31,525,800	-47.88
<b>Total</b>	75,890,785	75,653,039	31	796,175,811	996,891,255	-20.13
Total Foreclosures	1,843,500	3,318,400	-44.45	31,290,100	25,335,000	23.51

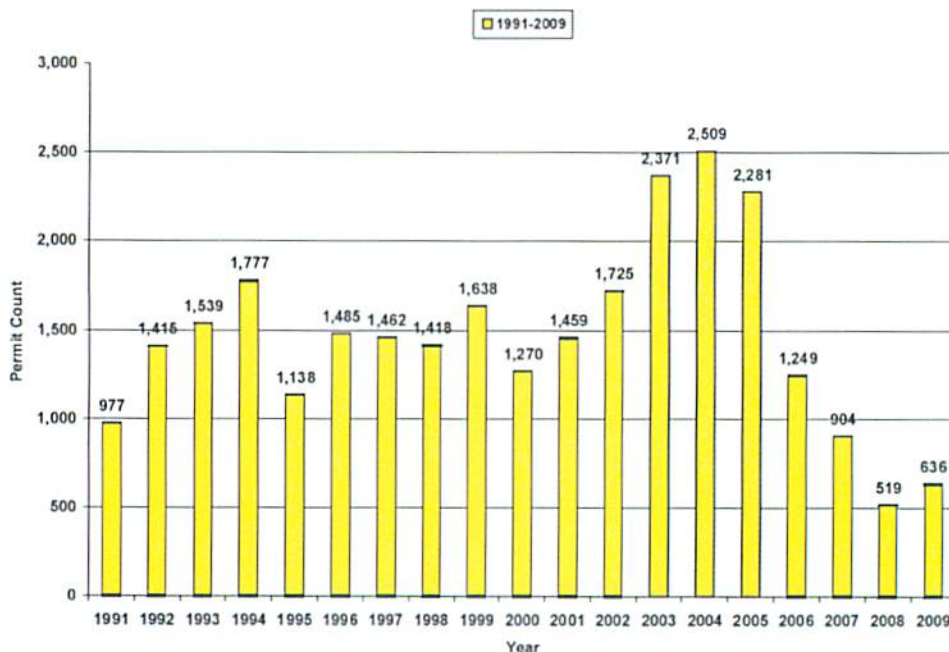
## Single Family New and Resales



## Building Permit Data

Local single family residential building permit data for Escambia and Santa Rosa Counties is also a good indication of the state of the current residential market. Building permit data for Santa Rosa County is included below:

Santa Rosa County - Single Family Building Permits - By Year



The Santa Rosa County Building Inspection Department indicates that there were 636 SFR building permits issued in 2009. This is substantially less than the 2,509 total permits issued in 2005 at the peak period of the housing market. The most recent low of 519 permits occurred in 2008. The permits are also categorized by area with Holley-Navarre, Pace and Midway being the top three areas of construction with these accounting for 68% of the total permits issued in the past nine years.

The permit data for Escambia County exhibits a similar trend as Santa Rosa County. The number of permits for new single-family residential construction per annum within Escambia County since 1999 is exhibited in the following table:

New Single family Residential Permits Issued Annually											
Year	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Permits Issued	1660	1363	1445	1694	1755	1766	2010	1218	805	554	514
Annual Average	1344										

The previous table indicates that 2005 was the most recent peak in permits issued for new SFR construction in Escambia County. The 2009 permit total was 514 which is 74% less than the market peak and 62% less than the average permit total for the period 1999 through 2009. The decline in permit totals appears to be moderating based on a comparison of the 2008 and 2009 data.

**Additional Comments**

There has been some good news with the Federal Reserve Board significantly reducing the federal funds rate. The intent is to offset economic woes evident in the national housing market slump and to provide interest rate relief with interest only and/or adjustable rate mortgages. While this action is not expected to cure the current market woes, it is expected to provide some relief in the immediate term. The U.S. Treasury Department has also injected capital into financial institutions in an effort to alleviate strains on the credit market.

The “First Time Home Buyer Tax Credit” was recently implemented by the Federal Government in an effort to boost home sales and ultimately prices. The program provided an \$8,000 tax credit to first time homebuyers who purchased a home prior to June 30, 2010. Since its expiration, new home sales have

decreased significantly across the United States. A 27.2% monthly decrease was reported in July 2010 for the nation.

Property taxes and insurance premiums are also often cited as deterrents to buyers with increased costs of ownership due to excessive increases. The Florida Legislature has taken action on both of these issues in the past three years. While there has been limited relief at this point, there is still hope that the legislative action will continue to result in the excessive burden placed on homeownership with escalating insurance premiums. Property taxes have declined in the recent past as the tax rolls reflect declining values based on the most recent sales data.

The recent Deepwater Horizon oil spill also warrants mentioning because of the environmental impact and expected repercussions on the local tourism market. The long term impact is not known at this time but recent reports indicate a reduction in hotel bookings and retail sales which may result in adverse economic impacts reverberating through the local economy.

### **Closing Thoughts and Summary**

The local residential real estate trends are consistent with nationwide trends. The primary factors that contributed to an overbuilt market were primarily fueled by national influences rather than local factors. Benign hurricane seasons over the past five seasons have not contributed to any increase in local demand. To further exacerbate the current lethargic demand, the recent panic with the credit markets due to subprime mortgage defaults has reverberated through the real estate market with tightened credit standards. This further inhibits the available purchasing market.

This section of Santa Rosa County has traditionally experienced slow growth in population and households. Natural population regeneration is insufficient to accommodate new residential subdivision development based on permit and demographic data obtained.

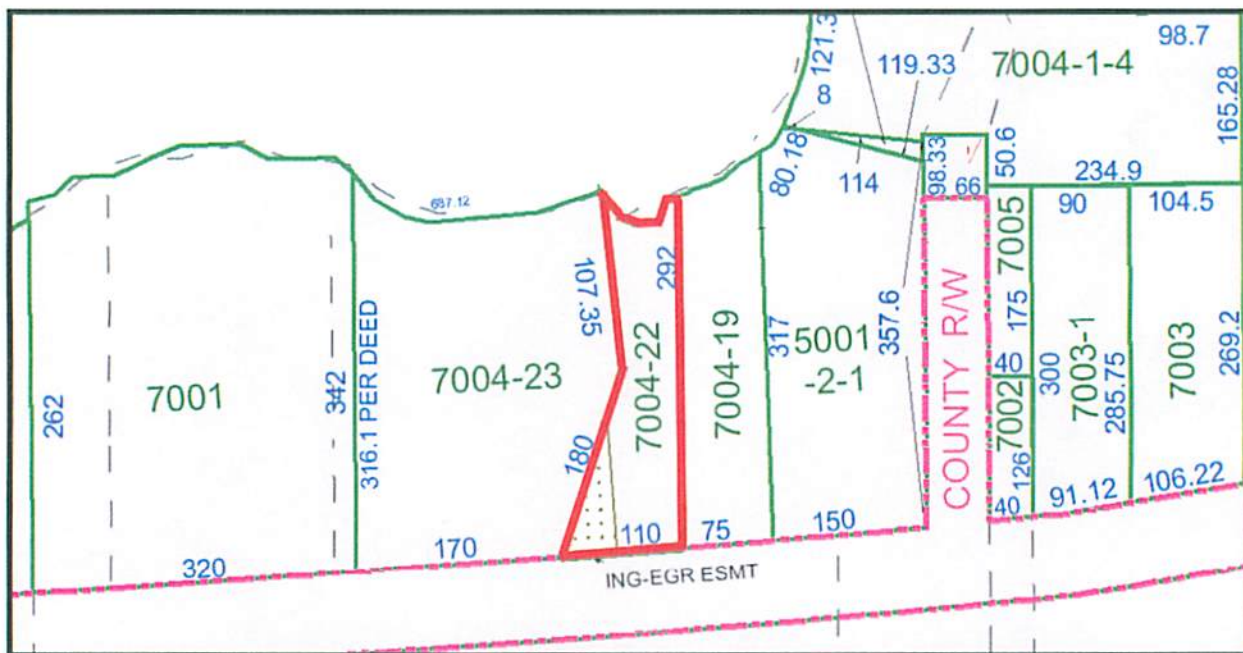
In summary, the prognosis for the local residential market is a prolonged recovery that will span many years. The rampant speculation has resulted in excessive residential lot/housing inventory which will discourage any new construction of residential subdivisions for many years.



### SITE DATA

General Description: The subject property consists of a residential homestead property that extends from the north side of Mobile Highway to the Perdido River. The frontage on Mobile Highway is actually confined to the north service road due to the increasing elevation of Mobile Highway in the immediate vicinity due to the bridge crossing over the Perdido River.

Site Area and Dimensions: According to the legal description, the site has 110' of frontage on the service road for Mobile Highway, measures 277.6' on the east boundary with a total of 287.35' on the west boundary. The effective frontage on the Perdido River is approximately 64' per a review of the boundary survey. This measurement is also consistent with the average lot width. The site encompasses approximately 22,650 SF or 0.52 acres of land area per the Escambia County tax rolls. A visual depiction of the approximate tract boundaries is depicted on the following excerpt from the section map.



Upland/Wetland Delineation & Topography: The property has a gentle slope to the north with the highest elevation evident near the south boundary and adjacent to the service road. The property appears to consist primarily of uplands although there is the potential for some wetlands adjacent to the river frontage.

Waterfront Features: The property has 64' of effective frontage along the south bank of the Perdido River. In the immediate vicinity, the river takes a wide bend with the river being quite broad and resembling a

small bayou. The river provides an attractive setting for residential use.

The Perdido River is a major tributary to Perdido Bay with a significant portion of the 60 mile river forming the border between Alabama and Florida. It is best described as a medium size blackwater river that is largely fueled by rainwater. The sandy bottom results in the formation of sandbars in the numerous bends. Frontage on the Perdido River is desirable for a number of land uses including recreational activities and residential homesteads. The potential for flooding is increased as the river flow is predominately based on rainfall.

Utility Services: Utility services directly available to this property are confined to electrical, water and telephone service. Sewer service is not presently available in the immediate area with sewage disposal facilitated by the use of septic tanks.

Access: This property is accessible via the use of the service road that is located within the Mobile Highway right-of-way. The service road commences at Ruby Fish Camp Road and extends along the north side of the elevated bridge crossing and terminates near Perdido River. The service road is paved (asphalt and concrete) and is a public right-of-way.

Flood Zone Data: The property is located predominately within flood zone "A" per FEMA Flood Insurance Rate Map panel 12033C0265G dated September 29, 2006. Flood zone "A" is assigned to areas subject to 100-year flooding with flood insurance required. A copy of the flood zone map is included as an exhibit within this report.

Easements/Reservations: I have not been provided a title commitment applicable to this property and I am unaware of any reservations that apply to this property. There is an apparent easement along the southwest portion that is used for access to the adjoining property to the west. The adjoining property uses an existing gravel driveway that extends across the subject site to the adjacent service road. The easement appears to be addressed in the warranty deed recorded in OR Book 6040, Page 1459 with it described as a non-exclusive easement for ingress/egress purposes. The easement is estimated to extend a distance of 60' along the road frontage as measured from the southwest corner. The location of the easement is depicted on the section map (refer to previous page).



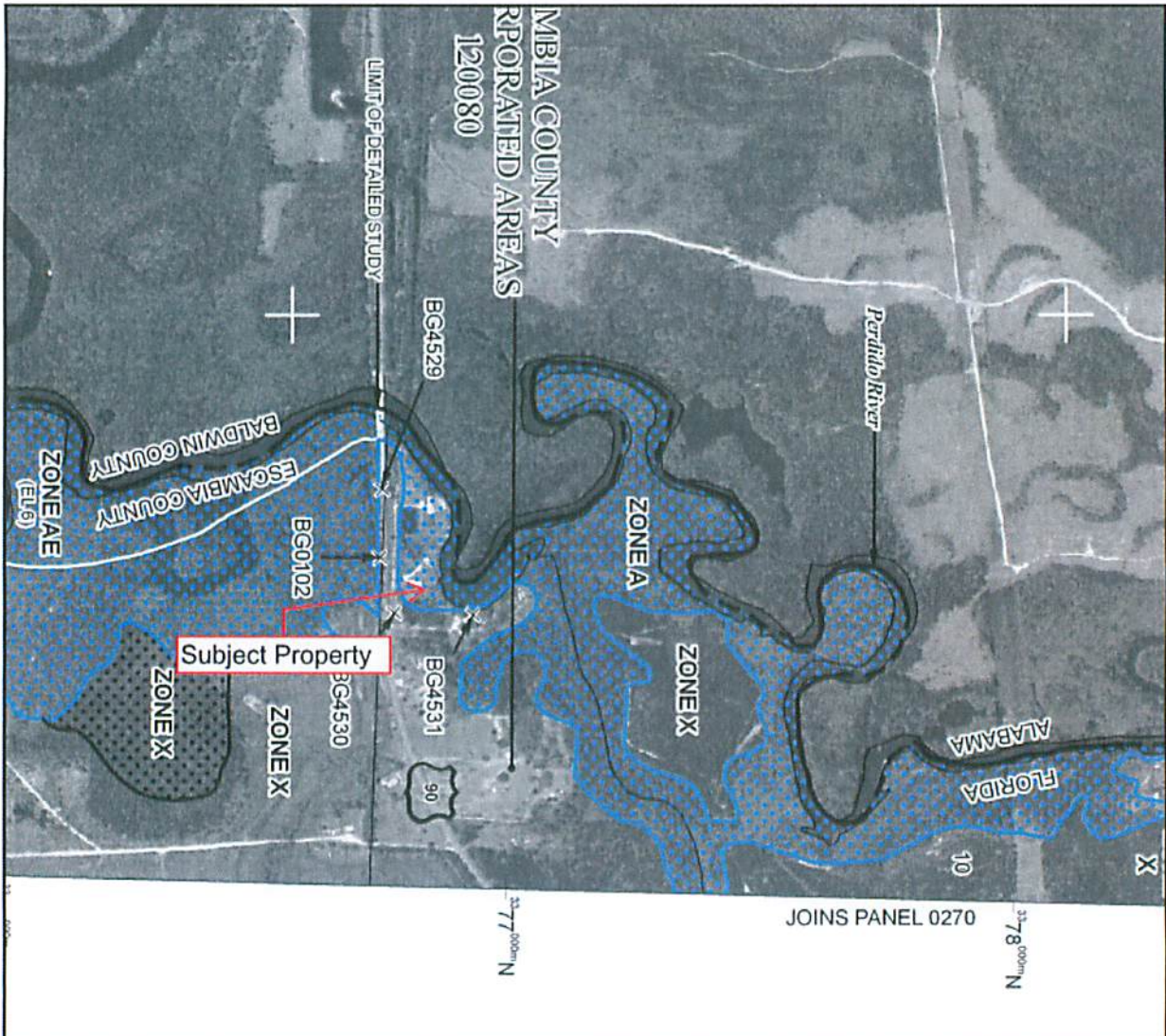
**AERIAL PHOTOGRAPH**  
(Subject outlined in red)







FLOOD ZONE MAP (FIRM PANEL 12033C0265G)



<b>NATIONAL FLOOD INSURANCE PROGRAM</b>	
<b>NEIP</b>	PANEL 0265G
<b>FIRM</b>	
FLOOD INSURANCE RATE MAP	
ESCAMBIA COUNTY, FLORIDA AND INCORPORATED AREAS	
PANEL 265 OF 606	
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)	
CONTAINS	NUMBER PANEL SURVEY
COMMUNITY	ESCAMBIA COUNTY
SCALES	DATE
G	G
 Federal Emergency Management Agency MAP NUMBER 12033C0265G MAP REVISED SEPTEMBER 29, 2006	
<p><small>Notice to User: The Map Number shown below should be used when pricing map orders. The Community Number shown above should be used on insurance applications for the subject community.</small></p>	
<p><small>This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at <a href="http://www.nsc.fema.gov">www.nsc.fema.gov</a>.</small></p>	

**MAP SCALE 1" = 1000'**



100 0 1000 2000  
FEET  
METER

## IMPROVEMENT DATA

General Description: The property is improved with an off-grade dwelling that was constructed in 1976. The structure was apparently damaged in a prior hurricane with the current owners reportedly making extensive repairs after acquisition in 2006. The residence presently serves as the owner's office. However, the structure is designed for residential use. It has two bedrooms and one bathroom. The structure is placed near the center of the site and features a gravel driveway that extends to the service road for Mobile Highway.

Dimensions & Living Area: The residence has a rectangular configuration with exterior dimensions of 24' x 36' and a gross living area of 864 SF. It is constructed off grade with stacked concrete blocks piers providing approximately 7' to 8' in elevation. The exterior stairwell is placed along the west elevation. This stairwell leads to a large balcony area (predominately covered). The balcony encompasses 292 SF with the area below the structure consists of 1,144 SF of open carport/storage area.

Floor Plan: The floor plan is divided with a family room, kitchen, dining area, two bedrooms and one bathroom. The kitchen and dining area is assessed immediately upon entry. The floor plan is open in the north section with two sets of french doors leading to the 8' covered balcony. A hallway leads to the one restroom and two bedrooms which are located in the south section of the residence. A sketch of the residence is included below as a visual aid to the reader.



**Exterior Specifications:** The dwelling is constructed off-grade with masonry piers. It is a wood frame structure (class "D" construction) with vinyl exterior siding. The gable style roof is constructed of enameled 5-V crimp metal panels over plywood decking and frame trusses. The windows are double pane with vinyl coated aluminum frames. Exterior doors are metal/glass with the rear french doors having integrated blinds.

**Interior Specifications:** Painted sheetrock walls (8' height), a mixture of carpeting and 10" ceramic tile flooring, painted/textured sheetrock ceiling, numerous ceiling fans, incandescent/fluorescent light fixtures, central heat and air, laminate cabinets, brick kitchen countertops (grout not installed), refrigerator, and a Kohler enameled double basin sink. The laundry room has washer/dryer hookups. The interior doors are two-panel hollow core masonite. The bathroom has a fiberglass tub/shower unit and a single vanity.

**Condition:** The condition is rated as very good. Minimal deferred maintenance was evident. The structure has been completely refurbished on the interior and exterior. The exterior has recent vinyl siding, a new metal roof and doors and windows. The interior finish also appears to be recently installed.

**Actual/Effective Age:** The residence was constructed in 1976 per the tax rolls. However, the structure has been extensively refurbished and I estimate an effective age of seven years.

**Site/Ancillary Improvements:** Site improvements include a gravel driveway, mature landscaping (sod and shrubs), covered balcony, large carport/storage area, and a wood dock.

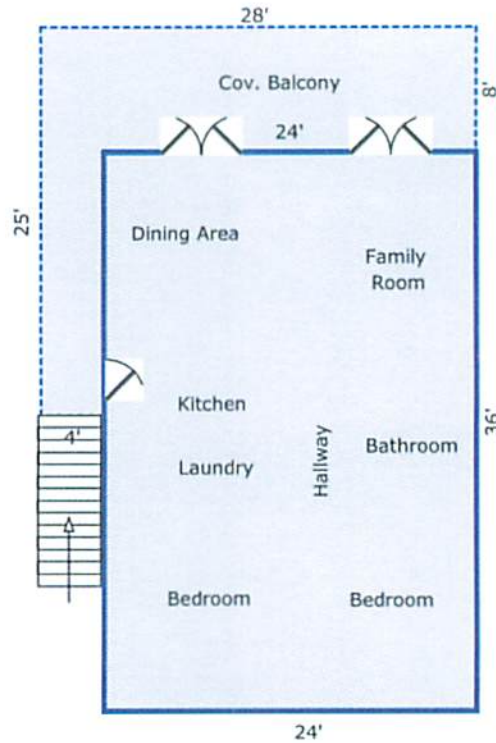


## IMPROVEMENT SKETCH

File No 10-1743b

SUBJECT	Property Address <b>11794 Mobile Highway</b>	County <b>Escambia</b>	State <b>FL</b>	Zip
	City <b>Pensacola</b>			
	Borrower			
	Lender/Client <b>Escambia County</b>			
	Appraiser Name <b>Joel Asmar</b>			

IMPROVEMENTS SKETCH



Scale: 1 = 10

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	864.00	864.00
P/P	Wood Deck	292.00	292.00
Net LIVABLE Area		(rounded)	864

LIVING AREA BREAKDOWN		
Breakdown	Subtotals	
First Floor		864.00
24.00 x 36.00		
1 Item	(rounded)	864

**SUBJECT PHOTOGRAPHS**



**NORTHERLY VIEW TO PROPERTY - TAKEN FROM SERVICE ROAD**



**NORTHEASTERLY VIEW TO FRONT/SIDE OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**SOUTHWESTERLY VIEW TO REAR/SIDE OF RESIDENCE**



**VIEW OF GROUND LEVEL PARKING/STORAGE AREA BELOW STRUCTURE**

**SUBJECT PHOTOGRAPHS**



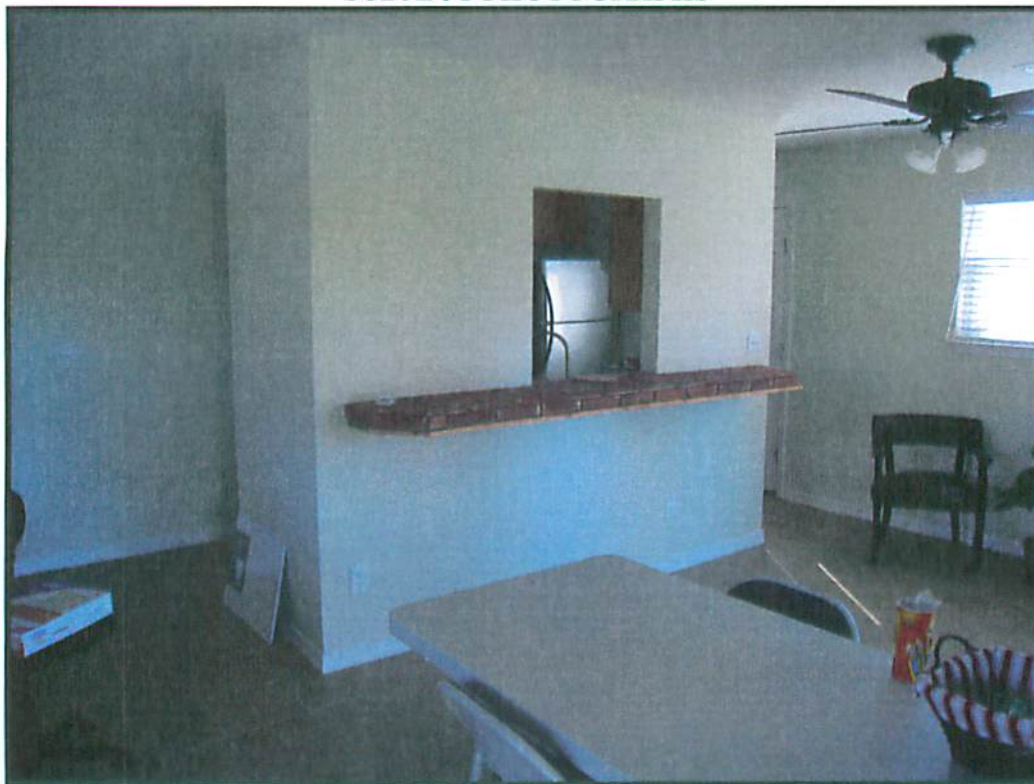
**VIEW OF COVERED BALCONY**



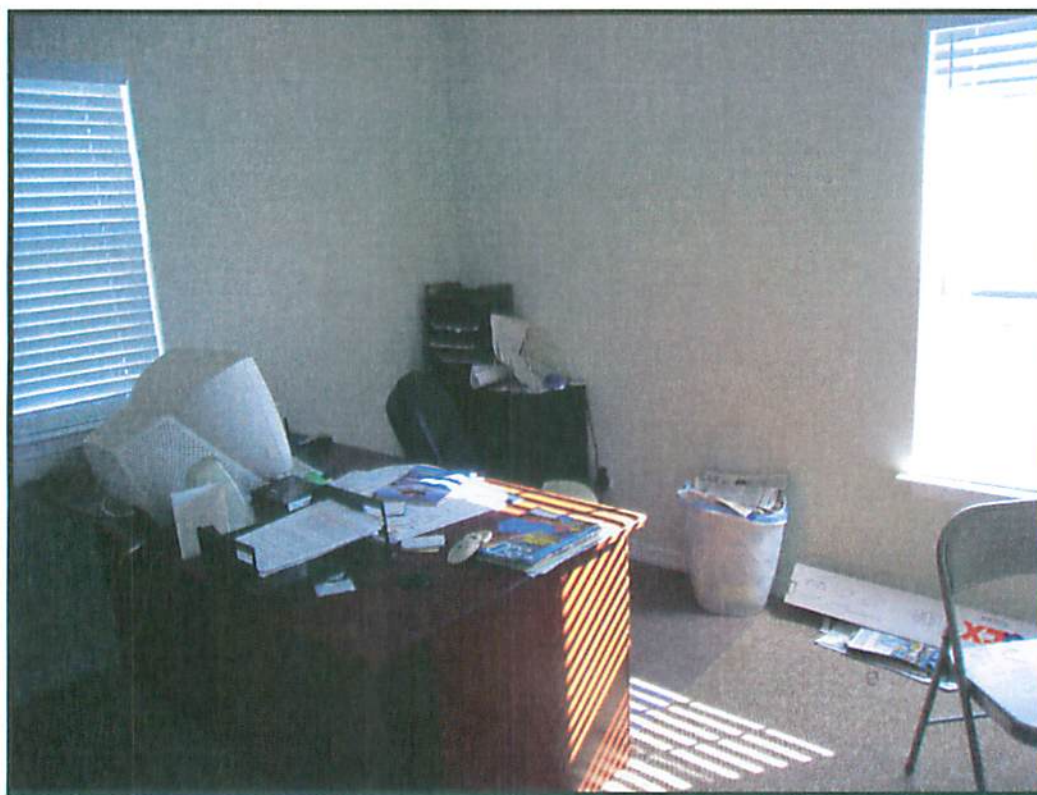
**INTERIOR VIEW OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF RESIDENCE**



**INTERIOR VIEW OF RESIDENCE**

**SUBJECT PHOTOGRAPHS**



**INTERIOR VIEW OF RESIDENCE**



**INTERIOR VIEW OF RESIDENCE**



**SUBJECT PHOTOGRAPHS**



**GRAVEL DRIVEWAY WITHIN EASEMENT FOR ADJOINING PROPERTY TO WEST**



**SOUTHERLY VIEW OF PROPERTY – TAKEN NEAR RIVER FRONTAGE**



**SUBJECT PHOTOGRAPHS**



**EASTERLY VIEW ALONG RIVER FRONTAGE**



**NORTHERLY VIEW TO PERDIDO RIVER**



**SUBJECT PHOTOGRAPHS**



**VIEW TO PROPERTY FROM NORTHWEST CORNER**

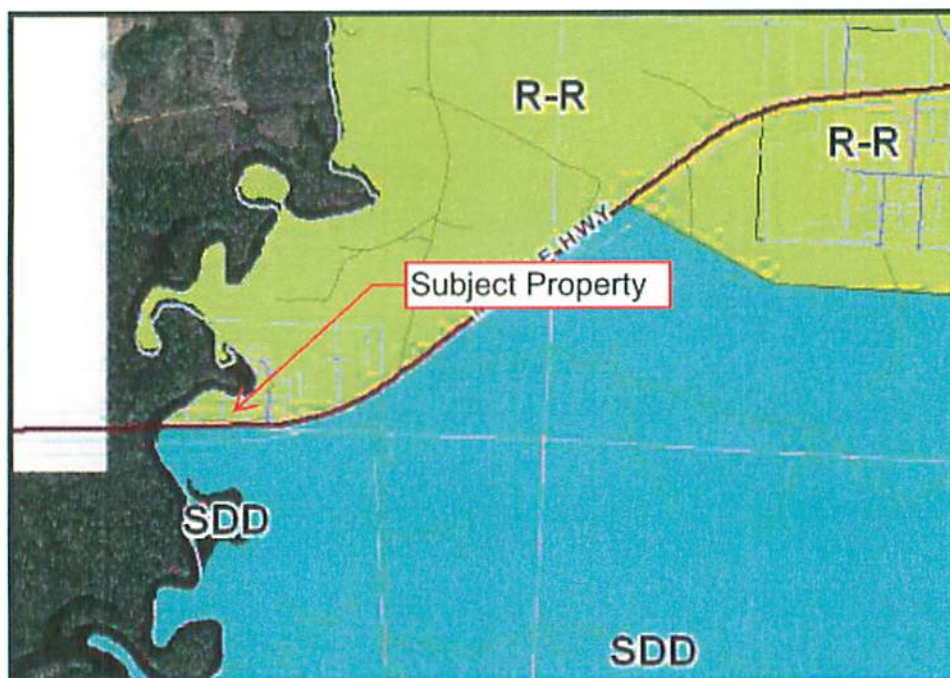


**EASTERLY VIEW ALONG SERVICE ROAD FOR MOBILE HIGHWAY**



## ZONING, FUTURE LAND USE AND CONCURRENCY

Zoning: This property is located outside the city limits of Pensacola and is within the zoning jurisdiction of Escambia County. According to the Escambia County Planning and Zoning Office, this property is located within the R-R, Rural Residential district. An excerpt from the zoning map is included below:



A description of the R-R district, per an excerpt from the Escambia County Land Development Code, is listed as follows:

***RR rural residential district (cumulative), low density.***

- A. *Intent and purpose of district. This district is intended to be a single-family residential area of low density in a semi-rural or rural environment. This district is intended to provide a transition from urban to rural densities and agricultural uses. The maximum density is two dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas located in the Airport/Airfield Environs.*
- B. *Permitted uses.*
  - 1. *Reclamation of borrow pits that existed prior to September 16, 2004 (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).*
  - 2. *Any use permitted in the preceding district except as noted below.*
- C. *Conditional uses.*
  - 1. *Public riding stables.*
  - 2. *Kennels.*
  - 3. *Animal hospitals and veterinary clinics.*
  - 4. *Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.*
  - 5. *Home occupations with employees.*

6. *Shooting ranges, gun and rifle clubs, etc.*
7. *Country clubs, golf courses and tennis clubs.*
8. *Any conditional use permitted in the preceding district, except antenna towers.*
9. *Guest residence for medical care.*
10. *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).*
11. *Solid waste transfer stations, collection points, and/or processing facilities.*

D. *Prohibited uses.*

1. *Any use prohibited in the AG district.*
2. *Commercial communication towers.*
3. *Junkyards, salvage yards, and waste tire processing facilities.*

Permitted uses within the R-R are fairly restrictive with low density single family residential development being the primary land use. The minimal lot area is ½ acre for single family use.

Future Land Use: The State of Florida has mandated that each county and incorporated city, draft and implement a comprehensive plan of future land use. The Department of Community Affairs has accepted the future land use map devised by Escambia County. The subject is located within the "Agricultural" future land use classification.

Concurrency: Concurrency management system regulations went into effect on October 1, 1991. From that date forward, development orders or permits required a Certificate of Concurrency. Approval is contingent upon a finding that adequate public facilities (e.g., roadways, water/sewer, parks, drainage, waste, and mass transit) will be available concurrent with the impact of the proposed development. Under concurrency, certain projects may not be approved, and for those that are approved, the additional paperwork and many requirements may increase development costs. The Escambia County Planning and Zoning Office was consulted and indicated they were not aware of any concurrency issues at this particular location.

Summary: The primary intent of the R-R district regulations is with low density single family residential development. Residential use of the subject property is permitted within this district.

### **ASSESSMENT AND TAXES**

The subject property is assessed by the Escambia County Property Appraiser's Office under tax account number 10-2454-000 and the corresponding parcel reference number 10-1S-32-7004-000-022. The total 2010 assessment is \$61,741, which is further allocated as \$14,962 for land and \$46,779 for improvements. The 2010 annual gross tax liability is \$1,036.02 which includes a \$75 fire assessment.

### **HISTORY OF PROPERTY**

The property is currently under the ownership of the Ricky and Traci Herndon. The current owners previously acquired this property on November 15, 2006 from A. L. Enfinger per the warranty deed recorded in OR Book 6034, Page 26. The consideration paid was \$100,000 as reflected by the documentary stamps with the verified per MLS 306484. A copy of the deed is included within the addenda section of this report.

The MLS data sheet for the November 2006 purchase indicated that the structure was severely damaged at the time of sale. The current owners have since completely refurbished the structure.

The property is presently owner occupied as an office. I am unaware of any other pertinent historical transactions that have transpired in the past three years.

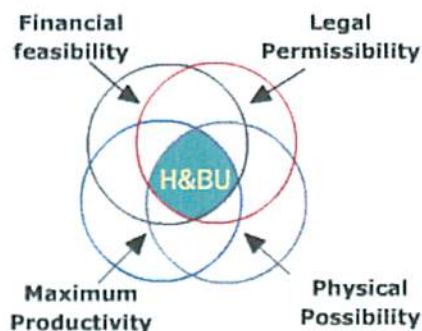
## **ANALYSIS OF DATA AND CONCLUSIONS**

## HIGHEST & BEST USE

Highest and best use is defined in the third edition of The Dictionary of Real Estate Appraisal (Appraisal Institute, Chicago, 1993), as follows:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

As evident by its definition, highest and best use is a multiple step process that investigates the optimum use of a property by a variety of criteria. The premise of highest and best use is that the lone concluded use or uses must satisfy all of the applicable tests. The following graphic provides a visual depiction of the basic premise behind this analysis.



Physically Possible Uses: The subject site consists of a 0.52 acre parcel that extends from the Mobile Highway right-of-way to the Perdido River. The site is improved with an 864 SF single-family residence. The residence has two bedrooms, one bathroom and an oversized ground floor carport/storage area. The structure is in very good condition with an effective age of seven years.

The location is in a semi-rural area known as Beulah that has experienced increased demand in recent years due to a northerly push in development from the greater Pensacola area to the southeast. The river frontage enhances the residential appeal of the property with the northerly view being good and the river being broad in the immediate vicinity.

From a physical standpoint, the existing improvements were designed and currently serve as a single family residential homestead.



Legally Permissible Uses: The property is zoned R-R, Rural Residential. This is a low density residential designation that is commonly applied to residential land in semi-rural areas. The existing single family use appears to comply with the basic intent of the R-R land use regulations.

Financially Feasible/Maximally Productive Tests: Considering the physical and legal factors, it is obvious the highest and best use is for a continuation as a single-family residence. The property consists of a functional residence with a projected remaining life of 40 or more years.

## **APPRAISAL VALUATION PROCESS**

The ultimate purpose of this appraisal report is to derive a well-supported value conclusion that reflects all factors, which influence the market value of the subject. Only the sales comparison approach to value is employed in this analysis with this being the most pertinent method of valuation for a single family residence.

### **SALES COMPARISON APPROACH**

The sales comparison approach is the most valid method of estimating the value of improved single-family residential properties. This approach is an appraisal technique in which the market value opinion is based upon prices paid in actual market transactions, or current listings. This approach is almost always applicable to the appraisal of real estate.

The process of the sales comparison approach is to first seek sales or listings of similar type properties. Secondly, the condition under which the property was sold, the property rights conveyed, and the potential for excess buyer expenditures must be considered prior to the application of an adjustment for changes in market conditions, if necessary. Direct physical comparison is the third step and includes an analysis of each comparable and the corresponding physical and locational attributes. Dissimilarities noted within the previous two steps are then considered with respect to the effect on the sales price. Lastly, an opinion is drawn as to the value of the subject based on the market data extracted and the comparison drawn between the comparable sales selected.

Comparable Sales Data and Analysis: The selection criteria of the comparable sales data included property rights conveyed, date of sale, financing, conditions of sale, and physical features such as location, living area, bedroom/bath count, effective age, waterfrontage, site area, condition, parking facilities and amenities. A complete data sheet for each comparable (Improved Sales 1 through 4 and Improved Listing 5) is included on the following pages.

## IMPROVED SALE NO. 1

### Property Identification

**Property Type** Single Family Residence  
**Address** 410 Riola Place, Pensacola, Escambia County, Florida  
**Tax ID** 16-2S-31-2000-250-001

### Sale Data

**Grantor** Steven Schreiner, et al  
**Grantee** Darrell E. Whipple, Sr., et ux  
**Sale Date** June 22, 2009  
**Deed Book/Page** 6481/1759  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Michael Whitner, listing agent (850) 341-6801; MLS 367568;  
Other sources: Public Records, Inspection

**Sale Price** \$160,000

### Land Data

**Land Size** 1.05 Acres (Effective site area of 0.35 acres due to marsh)  
**Waterfrontage** 92' – Herron Bayou/Canal  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, two-story  
**Exterior Siding** Wood siding  
**Roof** Hip – composition shingle  
**Foundation** Pilings  
**Gross Living Area** 1,312 SF  
**Bedroom/Bath Count** 2BR/2.5BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** Fireplace, wood deck, alarm system, dock, Florida room,  
landscaping  
**Year Built** 1977  
**Condition** Average  
**Effective Age** 20 years

### Indicators

**Sale Price/Gross SF** \$121.95

**IMPROVED SALE NO. 1 – CONTINUED**

**Remarks**

This is the purchase of a residence on Herron Bayou. The site is oversized with a significant portion comprising marsh land. The useable waterfrontage is confined to a canal that leads to Herron Bayou. The house is constructed on pilings with the ground floor consisting of a two car garage, Florida room and workshop area.

COMPARABLE EXHIBIT – IMPROVED SALE 1



## IMPROVED SALE NO. 2

### Property Identification

**Property Type** Single Family Residence  
**Address** 495 Herron Villa Lane, Pensacola, Escambia County, Florida  
**Tax ID** 16-2S-31-4002-000-020

### Sale Data

**Grantor** Joyce R. Sanford, et al  
**Grantee** Richard I. Johnson, et al  
**Sale Date** March 31, 2009  
**Deed Book/Page** 6446/1768  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Barbara Beech, listing/selling agent (850) 341-8319; MLS 348071; Other sources: Public Records, Inspection

**Sale Price** \$135,000

### Land Data

**Land Size** 0.42 Acres  
**Waterfrontage** 80' – Herron Bayou/Canal  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

### Improvement Data

**Structural/Design** Frame, one-story  
**Exterior Siding** Brick veneer  
**Roof** Gable – composition shingle  
**Foundation** Off grade with brick piers  
**Gross Living Area** 1,017 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 1 car garage  
**Amenities** Fencing, covered porch, open patio, workshop, landscaping  
**Year Built** 1978  
**Condition** Average  
**Effective Age** 20 years

### Indicators

**Sale Price/Gross SF** \$132.74

**IMPROVED SALE NO. 2 – CONTINUED**

**Remarks**

This is the purchase of a residence on Herron Bayou. The roof and AC were replaced in 2007. The residence has three bedrooms, two bathrooms and features a one car garage. The water access is similar to a canal with a view to Herron Bayou to the west.



**COMPARABLE EXHIBIT – IMPROVED SALE 2**



**IMPROVED SALE NO. 3**

**Property Identification**

**Property Type** Single Family Residence  
**Address** 3825 Bauer Road, Pensacola, Escambia County, Florida  
**Tax ID** 07-3S-32-4000-016-002

**Sale Data**

**Grantor** Thomas H. Whitmore, et al  
**Grantee** Christopher H. Henderson, et ux  
**Sale Date** November 24, 2009  
**Deed Book/Page** 6533/1085  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Sandy Blanton, listing/selling agent (850) 479-7653; MLS 375651; Other sources: Public Records, Inspection

**Sale Price** \$200,000

**Land Data**

**Land Size** 0.69 Acres  
**Waterfrontage** 100' – Canal leading to Weekley Bayou  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone X and AE  
**Encumbrances** None noted

**Improvement Data**

**Structural/Design** Frame, one-story  
**Exterior Siding** Brick veneer and wood siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,840 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and tile  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** Fencing, covered porch, Florida room, fireplace, boat house/launch, 2 storage buildings, landscaping  
**Year Built** 1974  
**Condition** Average  
**Effective Age** 20 years

**Indicators**

**Sale Price/Gross SF** \$108.70

**IMPROVED SALE NO. 3 – CONTINUED**

**Remarks**

This is a good quality residence that features crown molding, granite kitchen countertops, stained wood cabinetry, ceramic tile flooring, and good quality windows. The waterfrontage is along a deep canal that extends to Weekley Bayou and Perdido Bay to the west.

COMPARABLE EXHIBIT – IMPROVED SALE 3



**IMPROVED SALE NO. 4**

**Property Identification**

**Property Type** Single Family Residence  
**Address** 12964 Seratine Drive, Pensacola, Escambia County, Florida  
**Tax ID** 07-3S-32-4001-000-001

**Sale Data**

**Grantor** Ronald H. and Dorothy A. Bowers  
**Grantee** Raymond Eugene Sammons  
**Sale Date** July 15, 2009  
**Deed Book/Page** 6484/1457  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Jenny Smith, listing agent (850) 478-4141; MLS 357239; Other sources: Public Records, Inspection

**Sale Price** \$190,000

**Land Data**

**Land Size** 0.39 Acres  
**Waterfrontage** 100' – Weekley Bayou  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone X and AE  
**Encumbrances** None noted

**Improvement Data**

**Structural/Design** Frame, one-story  
**Exterior Siding** Vinyl siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,264 SF  
**Bedroom/Bath Count** 3BR/2BA  
**Flooring** Mixture of carpet and vinyl  
**HVAC** Central forced air  
**Parking** 2 car garage  
**Amenities** 288 SF sun room, boat launch and pier  
**Year Built** 1986  
**Condition** Average  
**Effective Age** 15 years

**Indicators**

**Sale Price/Gross SF** \$150.32

**IMPROVED SALE NO. 4 – CONTINUED**

**Remarks**

This is an average quality residence that is located on Weekley Bayou with good view to the south.  
The property is located on a dirt road that is privately maintained.

COMPARABLE EXHIBIT – IMPROVED SALE 4





**IMPROVED LISTING NO. 5**

**Property Identification**

**Property Type** Single Family Residence  
**Address** 5937 Hurst Hammock Road, Pensacola, Escambia County,  
Florida  
**Tax ID** 01-2S-32-2006-000-000

**Sale Data**

**Owner** Phebe A. Scully  
**Listing Agent/Agency** Gay Keighley, Exit Advantage Realty  
**Survey Date** November 19, 2010  
**MLS Number** 396885  
**Property Rights** Fee simple  
**Conditions of Sale** Arms length  
**Financing** Cash to seller  
**Sale History** None in previous three year period  
**Instrument** Warranty Deed  
**Verification** Gay Keighley, listing agent (850) 982-6457; MLS 396885;  
Other sources: Public Records, Inspection

**List Price** \$234,900

**Land Data**

**Land Size** 0.48 Acres  
**Waterfrontage** 70' – Perdido River/Bay  
**Topography** Level  
**Utilities** All available except sewer service  
**Landscaping** Average  
**Flood Info** Zone AE  
**Encumbrances** None noted

**Improvement Data**

**Structural/Design** Frame, one-story  
**Exterior Siding** Hardiboard siding  
**Roof** Gable – composition shingle  
**Foundation** Concrete slab  
**Gross Living Area** 1,503 SF  
**Bedroom/Bath Count** 4BR/2BA  
**Flooring** Mixture of carpet and tile  
**HVAC** Central forced air  
**Parking** Open parking only  
**Amenities** Covered porch, screen patio, boat house, landscaping  
**Year Built** 1975  
**Condition** Average  
**Effective Age** 20 years

**Indicators**

**List Price/Gross SF** \$156.29

**IMPROVED LISTING NO. 5 – CONTINUED**

**Remarks**

This is the current listing of a residence on Hurst Hammock Road with frontage on a broad section of the Perdido River near the outfall to Perdido Bay.

COMPARABLE EXHIBIT – IMPROVED LISTING 5



### COMPARABLE LOCATION MAP





Direct Physical Comparison: For the direct comparison analysis, the valuation analysis is based on lump sum adjustments made to the overall sale price. This analysis continues with the presentation of the following comparison grid:

IMPROVED SALES COMPARISON GRID														
Item	SUBJECT	IMPR. SALE 1			IMPR. SALE 2			IMPR. SALE 3			IMPR. SALE 4		IMPR. LISTING 5	
Description	11794 Mobile Highway	410 Rola Place			495 Herron Villa Lane			3825 Bauer Road			12964 Seratine Drive		5937 Hurst Hammock Road	
Sales Price	N/A	\$160,000			\$135,000			\$200,000			\$190,000		\$234,900	
<b>Economic Adjustments</b>														
Property Rights	Fee Simple	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	Fee Simple	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000				\$234,900	
Financing Terms	Cash or Equiv.	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000				\$234,900	
Conditions of Sale	Arm's Length	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Negotiation	-10.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000				\$211,410	
Buyer Expenditures	N/A	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	Sim.	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000				\$211,410	
Date of Sale	Current	Jun-09	0.00%	Mar-09	0.00%	Nov-09	0.00%	Jul-09	0.00%	Current	0.00%	Current	0.00%	
Adj. Price			\$160,000		\$135,000		\$200,000		\$190,000				\$211,410	
<b>Physical Adjustments</b>														
Location	Beulah	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	W. Pensacola	-\$3,000	Beulah	Sim.			
Lot Size	0.52 acres	0.35 acres Eff	Sim.	0.42 acres	Sim.	0.69 acres	Sim.	0.39 acres	Sim.	0.48 acres	Sim.			
Waterfrontage	64'/Wide River	92'/Canal-Bayou	Sim.	80'/Canal-Bayou	Sim.	100'/Canal	\$10,000	100'/Bayou	-\$15,000	70'/Wide River	Sim.			
Const. Quality	Average	Average	Sim.	Average	Sim.	Good	-\$10,000	Average	Sim.	Avg/Good	-\$5,000			
Effective Age	7 years	20 years	\$13,000	20 years	\$13,000	20 years	\$13,000	15 years	\$8,000	15 years	\$8,000			
Condition	Very Good	Average	\$10,000	Average	\$10,000	Average	\$10,000	Average	\$10,000	Average	\$10,000			
Gross Living Area (SF)	864	1,312	-\$18,000	1,017	-\$6,000	1,840	-\$39,000	1,264	-\$16,000	1,503	-\$25,500			
Bedroom/Bath	2BR/1BA	2BR/2.5BA	Sim.	3BR/2BA	Sim.	3BR/2BA	Sim.	3BR/2BA	Sim.	4BR/2BA	Sim.			
Parking	Oversized CP-2	G-2	-\$3,000	G-1	-\$1,000	G-2	-\$3,000	G-2	-\$3,000	Open	\$2,000			
Exterior Amenities	Cov. Deck, Dock	Deck, Dock, Florida Rm	-\$2,000	Porch, Patio Workshop	Sim.	Patio, Boat Hse, FL Rm	-\$4,000	Sun Rm, Dock, Launch	-\$2,000	Scr Porch, Boat House	-\$5,000			
Net Adj. %			-\$3,000		\$13,000		-\$26,000		-\$21,000		-\$15,500			
Adj. Price			\$157,000		\$148,000		\$174,000		\$169,000				\$195,910	

Valuation Analysis: Adjustments are applied to the unit of comparison (in this case the total purchase price) to account for observed differences between the subject property and the comparable sales. If the comparable property is considered inferior to the subject with regard to a particular characteristic, a positive adjustment is applied. Conversely, if the comparable property is rated superior to the subject, a negative adjustment is applied. A summarized discussion of the comparison factors follows:

Property Rights: To the best of my knowledge, all of the comparable sales were conveyed in fee simple interest and no adjustment is required for this element of comparison.

Financing: The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparable sales represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary to these sales.

Conditions of Sale: The comparable sales were found to be "arms length" transactions without evidence of any undue influence or duress. Improved Listing 5 is a current offering and a -10% adjustment is applied for a typical negotiation allowance.

Buyer Expenditures: The sales were not deemed to have extraordinary buyer expenses that warranted consideration.

Time/Market: A time/market adjustment was not necessary based on the recent transaction dates of the comparable sales. The market for lower priced residential dwellings has stabilized in recent months with no evidence of price appreciation evident. Although there is evidence of continued devaluation in the market, this trend has been most evident with homes in the \$200,000 to \$500,000 price range.

After considering these factors, as well as other market evidence (current listings, conversations with knowledgeable brokers, etc.), a time/market adjustment was not deemed necessary for the sales comparison analysis.

Location: The subject is located on Mobile Highway in the Beulah area. Improved Listing 5 shares a location within the Beulah area and is rated similar to the subject. Improved Sales 1 through 4 have slightly superior locations in West Pensacola with a modest -\$3,000 adjustment applied due to the proximity to the more heavily populated Pensacola area.

**Lot Size:** The subject has a gross site area of 0.52 acres and is being compared to properties that vary from 0.35 to 0.69 acres. The comparables are rated reasonably similar for this factor with no adjustment necessary.

**Waterfrontage:** The subject has 64' of effective frontage on a wide segment of the Perdido River. Most of the comparables have similar quality waterfrontage on various bayous, canals or rivers. Improved Sale 3 has frontage on a narrow canal with the view amenity rated inferior with a +10,000 adjustment applied. Improved Sale 4 has frontage on a deep water bayou and is adjusted by -\$15,000.

**Construction Quality:** The subject has average quality construction features with Improved Sales 1, 2 and 4 rated as similar. Improved Sale 3 and Improved Listing 5 have higher quality rating and are adjusted by -\$5,000 to -\$10,000.

**Effective Age:** The subject has an effective age of 7 years. The comparables have effective ages of 15 to 20 years. The adjustments applied are based on a \$1,000 per year depreciation allowance.

**Condition:** The subject is in very good condition. All of the comparables are in average condition with +\$10,000 adjustments applied.

**Gross Living Area:** The subject dwelling contains 864 SF. The comparables vary from 1,017 SF to 1,840 SF. The amount of adjustment is based on a unit value of \$40 per SF applied to the differences in living areas.

**Bedroom/Bath Count:** The subject has two bedrooms and one bathroom. All of the comparables are rated reasonably similar for this comparison factor and no adjustment is applied.

**Parking:** The subject has an oversized two car carport. Improved Sales 1 through 4 have one or two car garages and are adjusted by -\$1,000 to -\$3,000. Improved Listing 5 has open driveway parking and is adjusted by +\$2,000.

**Exterior Amenities:** The subject has a covered balcony and a wood dock. Improved Sales 1, 3, 4 and Improved Listing 5 feature superior amenities and are adjusted by -\$2,000 to -\$5,000. The higher adjustments were applied to properties with boat houses.



**RECONCILIATION AND FINAL VALUE OPINION**

The comparables represent four recent purchases and one current offering of waterfront single-family residential dwellings in the general area. The comparables indicate an adjusted value range of \$148,000 to \$195,910. The high indicator is from Improved Listing 5 with secondary weight accorded to this indication due to its active status. The four closed sales support the valuation range of \$148,000 to \$174,000 with three of the sales supportive of the middle to upper range. After reviewing the comparable sales, I have reconciled to a final opinion of \$165,000 as of November 17, 2010.

**FINAL VALUE OPINION – FEE SIMPLE INTEREST**

**ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS**

**(\$165,000)**

**ADDENDA**

**COPY OF PRIOR CONVEYANCE DEED**  
**COPY OF ESCAMBIA COUNTY TAX CARD**  
**QUALIFICATIONS AS AN APPRAISER**

Recorded in Public Records 11/20/2006 at 02:40 PM OR Book 6034 Page 26,  
Instrument #2006116067, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00 Deed Stamps \$700.00

Prepared by  
Susan Sharp, an employee of  
First American Title Insurance Company  
2115 West Nine Mile Road, Suite 15  
Pensacola, Florida 32534  
(850)476-3990

Return to: Grantee

File No.: 2123-1364836

### **WARRANTY DEED**

This Indenture made on November 15, 2006 A.D., by

**A. L. Enfinger, a married man**

whose address is: **6450 Pensacola Blvd., Pensacola, FL 32505**  
hereinafter called the "grantor", to

**Ricky Herndon and Traci Herndon, husband and wife**

whose address is: **8190 Belle Pines Lane, Pensacola, FL 32526**  
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, Florida**, to-wit:

COMMENCING AT THE S.E. CORNER OF LOT 7, SECTION 10, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7 FOR 820.43 FEET, THENCE NORTH FOR 94.32 FEET, THENCE SOUTH 86°51'00" WEST ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 10 FOR 150.00' AND POINT OF BEGINNING; THENCE NORTH 03°09'00" WEST FOR 277.60' TO THE WATERS EDGE OF PERDIDO RIVER, HEREAFTER DESIGNATED POINT "A"; THENCE FROM THE BEGINNING POINT RUN SOUTH 86°51'00" WEST FOR 110.00' TO AN IRON ROD AND CAP; THENCE NORTH 15°08'16" EAST FOR 180.00' TO AN IRON ROD AND CAP; THENCE NORTH 08°33'49" WEST FOR 107.35' TO THE WATERS EDGE OF PERDIDO RIVER; THENCE EASTERLY ALONG THE MEANDERINGS OF SAID WATERS EDGE TO POINT "A" AND THE TERMINUS OF THIS DESCRIPTION.

Parcel Identification Number: **10-1S-32-7004-000-022**

**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.

BK: 6034 PG: 27

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 2006.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

A.L. Enfinger by Peggy Hill his AIF  
A. L. Enfinger  
, by Peggy Hill his Attorney In Fact

Signed, sealed and delivered in our presence:

[Signature]  
Witness Signature

S.Sharp

Print Name: \_\_\_\_\_

[Signature]  
Witness Signature

Print Name: Kathy L. Mooney

State of FL

County of Escambia

The foregoing instrument was acknowledged before me on November 15, 2006, by Peggy Hill, Attorney In Fact for A.L. Enfinger, a married man who is/are personally known to me or who has/have produced a valid driver's license as identification.

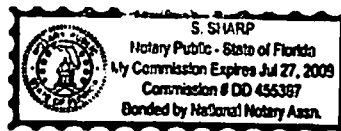
[Signature]

NOTARY PUBLIC

S.Sharp

Notary Print Name

My Commission Expires: \_\_\_\_\_





# Chris Jones

## Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

[Back](#)

Reference
  Account

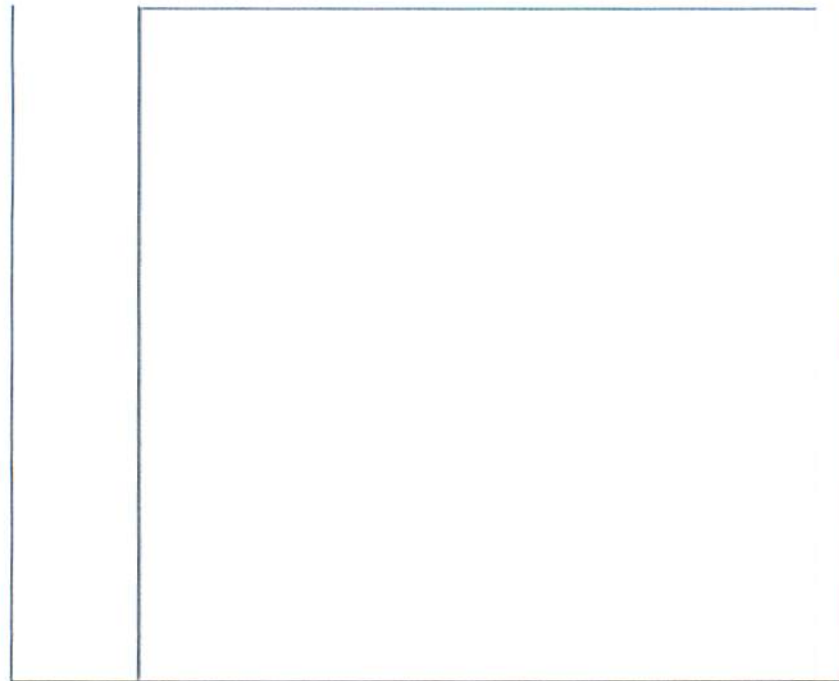
[Printer Friendly Version](#)

<b>General Information</b> <b>Reference:</b> 1015327004000022 <b>Account:</b> 102454000 <b>Owners:</b> HERNDON RICKY & TRACI <b>Mail:</b> 8190 BELLE PINES LN PENSACOLA, FL 32526 <b>Situs:</b> 11794 MOBILE HWY 32526 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> <small>Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector</small>		<b>2010 Certified Roll Assessment</b> <b>Improvements:</b> \$46,779 <b>Land:</b> \$14,962 <b>Total:</b> \$61,741 <b>Save Our Homes:</b> \$0  <a href="#">Disclaimer</a>  <a href="#">Amendment 1 Calculations</a>
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<b>Sales Data</b>		<b>2010 Certified Roll Exemptions</b> None																								
<table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>11/2006</td> <td>6034 26</td> <td>\$100,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>09/2006</td> <td>5984 931</td> <td>\$100</td> <td>QC</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>06/2004</td> <td>5438 798</td> <td>\$100,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>08/2000</td> <td>4598 1158</td> <td>\$85,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	Sale Date	Book Page	Value	Type	Official Records (New Window)	11/2006	6034 26	\$100,000	WD	<a href="#">View Instr</a>	09/2006	5984 931	\$100	QC	<a href="#">View Instr</a>	06/2004	5438 798	\$100,000	WD	<a href="#">View Instr</a>	08/2000	4598 1158	\$85,000	WD	<a href="#">View Instr</a>	<b>Legal Description</b> BEG AT SE COR OF LT 7 W ALG S LI OF LT 820 43/100 FT N 3 DEG 9 MIN W 94 32/100 FT TO N R/W LI OF...
Sale Date	Book Page	Value	Type	Official Records (New Window)																						
11/2006	6034 26	\$100,000	WD	<a href="#">View Instr</a>																						
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06/2004	5438 798	\$100,000	WD	<a href="#">View Instr</a>																						
08/2000	4598 1158	\$85,000	WD	<a href="#">View Instr</a>																						
<b>Extra Features</b> None																										

**Parcel Information**
[Restore Map](#)
[Get Map Image](#)
[Launch Interactive Map](#)

**Section Map Id:**  
[10-1S-32](#)  
  
**Approx. Acreage:**  
 0.5200  
  
**Zoned:**   
[R-R](#)



**Buildings**

Building 1 - Address:11794 MOBILE HWY, Year Built: 1976, Effective Year: 1986

**Structural Elements**

**FOUNDATION-PILINGS**  
**EXTERIOR WALL-SIDING-SHT.AVG.**  
**NO. PLUMBING FIXTURES-3.00**  
**DWELLING UNITS-1.00**  
**ROOF FRAMING-GABL/HIP COMBO**  
**ROOF COVER-METAL/MODULAR**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**FLOOR COVER-CARPET**  
**NO. STORIES-1.00**  
**FLOOR COVER-VINYL/CORK**  
**DECOR/MILLWORK-ABOVE AVERAGE**  
**HEAT/AIR-CENTRAL H/AC**  
**STRUCTURAL FRAME-WOOD FRAME**



**Areas - 1152 Total SF**

**BASE AREA - 864**

**OPEN PORCH FIN - 192**

**WOOD DECK FIN - 96**

**Images**



05/06/03



05/06/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated 11/22/2010 (rc.2075)

## **QUALIFICATIONS AS AN APPRAISER**

**JOEL J. ASMAR, MAI**

### **PRIMARY EDUCATION:**

Bachelor of Science in Business Administration, Florida State University, December, 1989, Real Estate major.

### **EMPLOYMENT HISTORY:**

President/Owner of Asmar Appraisal Company; March 2000 to present.

Associate Appraiser with Martin, Brantley & Associates (formerly G. Pratt Martin, Jr. and Associates); January 1989 to March 2000.

### **PROFESSIONAL DESIGNATIONS/CERTIFICATIONS:**

Awarded the MAI designation by the Appraisal Institute in February, 2000; member number 11571.

Florida State Certified General Real Estate Appraiser RZ1565

Licensed Florida Real Estate Broker #BK545024

Member, Pensacola Association of Realtors

Candidate Admissions Chair, Northwest Florida Chapter of the Appraisal Institute, 2002 to Present

### **EXPERIENCE:**

My experience includes extensive commercial appraisal valuations in the Florida Panhandle, South Alabama and South Georgia region. I have performed appraisals for various purposes including mortgage loan purposes, foreclosure proceedings, estate valuations, and eminent domain. The latter includes work performed with the recent road widenings for Burgess Road, Airport Boulevard, Bayou Chico Bridge, Boggy Bayou Bridge, State Roads 87 & 89 (Dogwood Drive), Beal Parkway, U.S. Highway 98 (Mack Bayou – Santa Rosa Beach), Interstate 10 (Weigh Station) and Navy Boulevard.

### **PAST/CURRENT CLIENTS:**

I have signed appraisals for various financial institutions including Bank of America (formerly Nations Bank and Barnett Bank), Whitney Bank, SunTrust Bank, Compass Bank, AmSouth Bank, Bank of Pensacola, Bank of the South, First American Bank, First Union Bank, Peoples First Community Bank, Vanguard Bank, among others. Governmental clients include Escambia County, City of Pensacola, Florida Department of Transportation, Florida Department of Environmental Protection, and the Escambia County School Board. I have also performed appraisal work for Baptist Health Care, Sacred Heart Hospital, Gulf Power Company, numerous attorneys, estates, accountants, as well as various individuals and businesses.

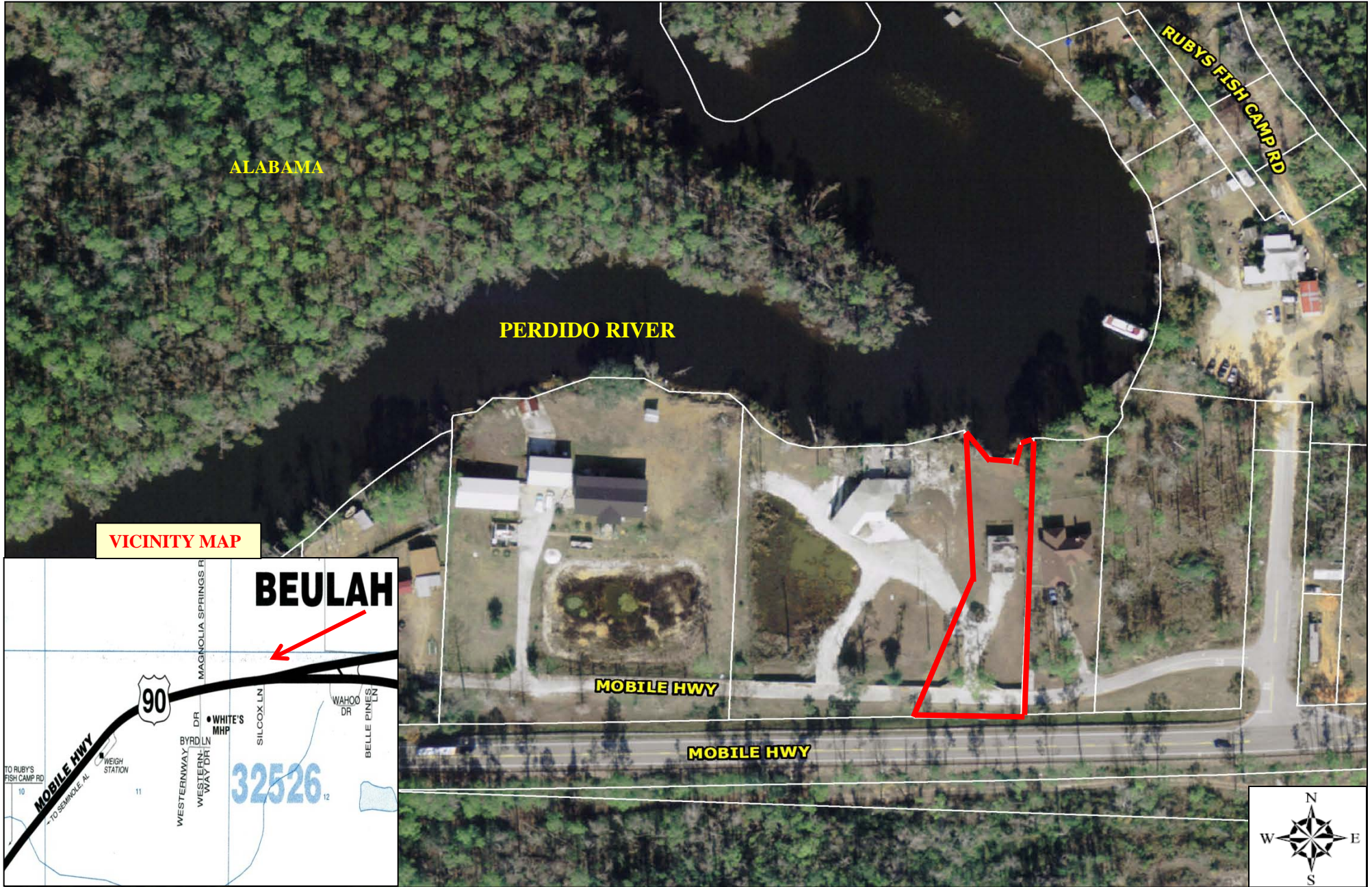


**ADDITIONAL PROFESSIONAL EDUCATION:**

I have attended numerous courses, seminars and related educational achievements, which are outlined as follows:

<b>Description</b>	<b>Date</b>	<b>Sponsor</b>
Real Estate Appraisal Principles	01/89	Appraisal Institute
Capitalization Theory and Techniques Part A	09/89	Appraisal Institute
Capitalization Theory and Techniques Part B	10/90	Appraisal Institute
Basic Valuation Procedures	03/91	Appraisal Institute
Standards of Professional Practice (Parts A, B)	04/91	Appraisal Institute
Accrued Depreciation Seminar	03/93	Appraisal Institute
Advanced Applications	08/94	Appraisal Institute
Standards of Professional Practice (Parts A, B)	12/95	Appraisal Institute
USPAP Law Update	02/96	Real Estate Educ.
Tomorrow's Appraiser	10/96	Appraisal Institute
First and Second Level - Experience Review	08/97	Appraisal Institute
Report Writing and Valuation Analysis	10/97	Appraisal Institute
USPAP – Core Law for Appraisers	11/98	Appraisal Institute
Commercial Demonstration Report	02/99	Appraisal Institute
The Comprehensive Appraisal Workshop	08/99	Appraisal Institute
Comprehensive Exam	08/99	Appraisal Institute
Third Level Experience Review	01/00	Appraisal Institute
USPAP – Core Law for Appraisers	09/00	Appraisal Institute
Standards of Professional Practice (Part C)	01/02	Appraisal Institute
Real Estate Fraud	11/02	Appraisal Institute
USPAP – Core Law for Appraisers	11/02	Appraisal Institute
Effective Appraisal Writing	08/03	Appraisal Institute
Timberland Appraisal Seminar	02/04	Appraisal Institute
Florida Core Law for Appraisers	11/04	Appraisal Institute
USPAP Update	11/04	Appraisal Institute
Feasibility, Market Value, Investment Timing: Option Value	11/04	Appraisal Institute
Small Hotel/Motel Valuation	11/04	Appraisal Institute
Analyzing Operating Expenses	10/05	Appraisal Institute
Cool Tools: New Technology For Real Estate Appraisers	10/05	Appraisal Institute
Appraising Convenience Stores	10/05	Appraisal Institute
Analyzing Distressed Real Estate	10/05	Appraisal Institute
Florida Core Law for Appraisers	04/06	Appraisal Institute
USPAP Update	04/06	Appraisal Institute
Using Your HP12C Financial Calculator	11/06	Appraisal Institute
Appraising from Blueprints and Specifications	11/06	Appraisal Institute
Florida Appraiser's State Law Update	05/08	Pensacola Bd. Of Realtors
Roles and Rules of the Supervisor and Trainee	05/08	Pensacola Bd. Of Realtors
USPAP Update	07/08	Appraisal Institute
Analyzing Distressed Real Estate	09/08	Appraisal Institute
Introduction to GIS Applications for Real Estate Appraisal	09/08	Appraisal Institute
Condominiums, Co-Ops and PUDs	09/08	Appraisal Institute
Business Practices and Ethics	02/10	Appraisal Institute
Oil Spills and Property Values	08/10	Appraisal Institute

PROPERTY ACQUISITION FOR BOAT RAMP FROM RICKY & TRACI HERNDON



ESCAMBIA COUNTY  
ENGINEERING DEPARTMENT  
JCC4 01/7/11 DISTRICT 1



Property Acquisition / Ricky & Traci Herndon





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

**AI-902** County Administrator's Report Item #: 7. 2.  
**BCC Regular Meeting** Discussion  
**Meeting Date:** 06/02/2011  
**Issue:** Supplemental Budget Amendment #196, BP Oil Grant  
**From:** Amy Lovoy  
**Organization:** OMB  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Supplemental Budget Amendment #196 - BP Oil Grant, Amy Lovoy, Management & Budget Services Department

That the Board take the following action concerning Supplemental Budget Amendment #196 - BP Oil Grant:

A. Adopt the Resolution approving Supplemental Budget Amendment #196, Tourist Promotion Fund (108) in the amount of \$4,384,830, recognizing proceeds from a BP Grant and appropriating these funds for tourism activities; and

B. Approve the following allocations as recommended by the Tourist Development Council:

DeLuna Fest - \$546,342.50  
MWP Pensacola Events (Memorial Day Events) - \$36,000  
City of Pensacola Community Redevelopment Agency (Pelican Drop) - \$25,000  
Pensacola Mardi Gras - \$120,000  
Pensacola Big Game Fishing Club - \$6,000  
Fiesta of Five Flags (Seafood Festival) - \$16,000  
Pensacola Beach Chamber of Commerce (Taste of the Beach) - \$26,000  
Pensacola Songwriters' Festival - \$25,000  
Pensacola Area Chamber of Commerce - \$2,463,699  
Perdido Key Chamber of Commerce - \$940,084.75  
Pensacola Sports Association - \$180,703.75

C. Approve the necessary Miscellaneous Appropriations Agreements, Interlocal Agreements and Purchase Orders subject to Legal sign-off and;

D. Authorize the Clerk's Office to reimburse these entities for costs incurred prior to June 2, 2011, but not before January 1, 2011.

**BACKGROUND:**

On April 21, 2011 the Board ratified an agreement between and Florida's Coastal Northwest Communications Council and BP. This agreement granted Escambia County \$4,384,830 and must be spent as follows:

- Incentivized Travel - \$1,100,000
- Special Events - \$750,000
- Social Media - \$200,000
- Public Relations and Promotions - \$300,000
- Advertising - \$2,034,830

On May 3, 2011 the Tourist Development Council met and recommended allocations for this funding as shown above and further detailed in the attached spreadsheet.

**BUDGETARY IMPACT:**

See Above.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Agreements subject to Legal sign-off

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

011sa196

BP Tourism Allocation

BP Spending Plan



**Tourist Development Council Budget Proposals for BP Funds:**

	<b>Funding Request:</b>	<b>TDC Approved Request:</b>	<b>Special Events</b>	<b>Social Media</b>	<b>Public Relations</b>	<b>Advertising</b>	<b>Vouchers</b>
<b>1</b> DELUNA FEST	\$1,000,000.00	\$546,342.50	\$365,342.50	\$20,000.00	\$0.00	\$161,000.00	
<b>7</b> MWP PENSACOLA EVENTS, LLC (Memorial Day Weekend Events)	200,000.00	36,000.00				36,000.00	
<b>9</b> CRA/CITY OF PENSACOLA (PELICAN DROP)	150,000.00	25,000.00	25,000.00				
<b>10</b> PENSACOLA MARDI GRAS	150,000.00	120,000.00	90,000.00			30,000.00	
<b>14</b> PENSACOLA BIG GAME FISHING CLUB	6,000.00	6,000.00				6,000.00	
<b>15</b> FIESTA OF FIVE FLAGS	100,000.00	16,000.00				16,000.00	
<b>21</b> PENSACOLA BEACH CHAMBER OF COMMERCE	250,000.00	26,000.00				26,000.00	
<b>23</b> PENSACOLA SONGWRITERS FESTIVAL	133,800.00	25,000.00				25,000.00	
<b>36</b> PENSACOLA CHAMBER OF COMMERCE (VISIT PENSACOLA)	2,763,699.00	2,463,699.00		100,000.00	267,000.00	1,510,999.00	585,700.00
<b>37</b> PERDIDO KEY CHAMBER & VISITORS CENTER	991,131.00	940,084.75	88,953.75	80,000.00	33,000.00	223,831.00	514,300.00
<b>38</b> PENSACOLA SPORTS ASSOCIATION	211,750.00	180,703.75	180,703.75				
<b>TOTAL:</b>	<b>\$5,956,380.00</b>	<b>\$4,384,830.00</b>	<b>\$750,000.00</b>	<b>\$200,000.00</b>	<b>\$300,000.00</b>	<b>\$2,034,830.00</b>	<b>\$1,100,000.00</b>
<b>BP Funds Available:</b>	<b>\$4,384,830.00</b>	<b>\$4,384,830.00</b>					

## **Escambia County**

<b>Media/Production</b>	<b>Cost</b>
Incentivized Travel – voucher/gift card program	\$1,100,000
Special Events – festivals, sporting events, conferences	\$750,000
Social Media – content creation and promotion across multiple platforms	\$200,000
Public Relations and Promotions – national/regional campaigns	\$300,000
Advertising – multi-media national/regional campaigns	\$2,034,830
<b>TOTAL</b>	<b>\$4,384,830</b>

### **Spring/Summer Incentivized Travel - \$1,100,000**

Purchase of \$600,000 of American Express, Visa, or MasterCard Gift Cards to be used to promote spring and summer travel. The program will be promoted with a \$500,000 marketing budget. Marketing will consist of print, interactive, social media, radio and/or TV advertising.

- Incentivized travel objectives
  - o Incite travel during the spring and summer season
  - o Increase tourism development tax collections over 2009 numbers
  
- Incentivized travel tactics
  - o Develop and implement an incentivized travel program consisting of gift cards and/or vouchers
  - o Promote the program through advertising, public relations and social media efforts
  
- Incentivized travel evaluation
  - o Track registrations for incentive program and track redemption of incentives
  - o Track results of promotional efforts
  - o Track tourism development tax collections during the promotion period

### **Special Events - \$750,000**

Escambia County will use these funds to enhance participation, attendance and/or registration for select festivals, sporting events, conferences, concerts, shows and special events.

Specifically, Escambia County will use these funds to assist with the staging and promotion of events such as:

- o DeLuna Fest
- o Pensacola Pelican Drop
- o Select fine art events (Opera, Symphony, Ballet, Theatre, Museum) proven to bring in overnight guests
- o Select sporting events (college, amateur and equestrian) proven to bring in overnight guests



### Special Events Objectives

- Increase participation, attendance and/or registrations for existing events
- Increase tourism development tax collections during the event periods
  
- Special Events Tactics
  - Targeted advertising promoting special events
  - Public relations – press releases, story pitches, FAM tours
  - Social media promotion
  
- Sports Events Evaluation
  - Track registrations and spectators for promoted events
  - Track Web site visits and social media chatter
  - Track tourism development collections for the event period

### Social Media - \$200,000

Social media will be used in a non-traditional advertising role to quickly reach travelers and potential travelers with real-time information on incentives, promotions and events in the Pensacola Bay Area.

- Social Media Objectives
  - Increase attendance at existing events and increase number of repeat travelers and new visitors over 2009
  - Engage travelers with information on area events, promotions and opportunities
  - Generate leads to destination travel websites for more information and increase visitor guide request
  - Generate registrations for incentivized travel programs and increase database of travelers for future promotion
  - Increase tourism development tax collections over 2009 numbers
  
- Social Media Tactics
  - Daily updates to Facebook, Twitter and blog pages for Escambia County, select promotions for these channels  
Publicize incentivized travel offers to social media fans to increase event attendance
  - Twitter—2-3x daily updates posted: events/promotions/weather/facts
  - YouTube—regular updates and re-posts immediately as videos are available
  - FourSquare – location based promotions
  
- Social Media Evaluation
  - Track increased fans on Facebook, followers on Twitter and subscribers for YouTube and destination blogs
  - Track Web site traffic from all social media venues
  - Track incentivized travel redemption during promoted events via “How did you hear about us?”
  - Track monthly active user on Facebook and Twitter re-posts
  - Track Facebook, Twitter and YouTube wall posts and comments weekly, track FourSquare check-ins and tips

- Track Facebook, Twitter and YouTube number of visitors per week
- Track tourism development tax collections

### **Public Relations and Promotions - \$300,000**

Public relations and promotions tactics will be used to reacquaint potential visitors with our beautiful beaches and clear, emerald waters and incite travel during the spring and summer season.

- Public Relations and Promotions Objectives
  - Generate positive stories in the national media that our beaches are beautiful and our water is clear
  - Develop promotions that help increase spring and summer travel to the Pensacola Bay Area
- Public Relations and Promotions Tactics
  - Host journalists in the Pensacola Bay Area on media familiarization or "fam" trips and visit media contacts in targeted cities bringing the Pensacola story to them.
  - Invite/accommodate the more than 100 journalists who interviewed industry representatives following the oil spill to return for a follow-up story
  - Implement select promotions designed to increase visitation in the spring and summer season
- Public Relations and Promotions Evaluation
  - Track media coverage of the Pensacola Bay Area (exceed \$6 million in ad equivalency during campaign)
  - Track response to promotions
  - Track tourism development tax collections

### **Advertising – \$2,034,830**

A multi-media campaign will promote spring and summer travel to the Pensacola Bay Area. These campaigns will support public relations and social media efforts outlined in this plan. Advertising will include TV, interactive and print media.

#### Advertising Budget Snapshot

- Television - \$1,250,000
- Interactive - \$633,000
- Print - \$151,830

- Advertising Objectives
  - Generate inquiries and requests for a visitor guide as well as visits to Pensacola travel websites
  - Generate registrations for incentivized travel programs
  - Increase visitation 15% over 2009 numbers
- Advertising Tactics
  - Television, Interactive and Print Media
- Advertising Evaluation
  - Tracking advertising generated leads

- Tracking interactive advertising engagement, click-thru and response
- Tracking Web traffic from markets targeted in television campaigns
- Track tourism industry tax collections

Total Budgeted Amount - **\$4,384,830**



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

**AI-913**

**County Attorney's Report Item #: 7. 1.**

**BCC Regular Meeting**

**Action**

**Meeting Date:** 06/02/2011

**Issue:** Public Safety Building - Litigation Authorization

**From:** Charles V. Pepler, Deputy County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

**Recommendation Concerning the Public Safety Building - Litigation Authorization**

That the Board approve the filing of a lawsuit for damages for breach of contract and negligence against McCall and Associates Architects, Inc., Sam Johnson, Inc., and Speegle Construction, Inc.

**BACKGROUND:**

The Public Safety Building received information in June 2009 that there was abnormal expansion and contraction of the monolithic concrete roof of the Public Safety Building which, in turn, caused movement of certain structural members and spalling (cracking) of concrete. Since the receipt of this information, the County has retained Atkins Engineering as a consulting structural engineer who has recommended that certain repairs be undertaken in order to stabilize the roof and repair spalling concrete. Settlement negotiations have ensued between Lacy McCall, the design architect and Sam Johnson, the structural engineer retained by Lacy McCall to design the structural elements of the Public Safety Building. The general contractor, Speegle Construction, Inc. which constructed the Public Safety Building has not participated in the settlement negotiations.

Although McCall and Johnson had agreed to a tolling agreement which would add six months to the appropriate statute of limitations for filing suit against them, Speegle has refused to execute the tolling agreement. Because settlement negotiations have stalled due to lack of participation by Speegle and other reasons and due to concern about the statute of limitations expiring as to a claim against Speegle, the general contractor, this office recommends that a lawsuit be filed immediately.

The normal practice in the Circuit Court of Escambia County is to require all parties to participate in mediation before a trial is scheduled. Once an order requiring the parties to mediate is entered, it is hoped mediation will result in a settlement without the need for protracted litigation.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Charles V. Pepler, Deputy County Attorney prepared this recommendation and will litigate this case.

**PERSONNEL:**

The County Attorney's Office is working with Facilities Management on this issue.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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

**AI-848** County Attorney's Report Item #: 7. 1.  
**BCC Regular Meeting** Information  
**Meeting Date:** 06/02/2011  
**Issue:** Scrivener's Error - Escambia County Ordinance 2011-3  
**From:** Alison P. Rogers, County Attorney  
**Organization:** County Attorney's Office  
**CAO Approval:**

---

**Information**

**RECOMMENDATION:**

Recommendation Concerning Scrivener's Error in Escambia County Ordinance 2011-3

That the Board accept for filing with the Clerk to the Board the attached letter to Municipal Code concerning a scrivener's error in Escambia County Ordinance 2011-3, page 31, under the maximum density allowed in residential categories for the Mixed-Use Perdido Key future land use category.

**BACKGROUND:**

See attached.

**BUDGETARY IMPACT:**

N/A

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

---

**Attachments**

Ltr. to Municode dated May 10, 2011

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

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

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

RYAN E. ROSS  
Assistant County Attorney

KRISTIN D. HUAL  
Assistant County Attorney

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

221 PALAFOX PLACE, SUITE 430  
PENSACOLA, FLORIDA 32502

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



May 10, 2011

Municipal Code  
Diana Ossi, Supplement Editor  
Post Office Box 2235  
1700 Capital Circle SW  
Tallahassee, Florida 32316

Re: Scrivener's Error - Escambia County Ordinance 2011-3  
Our file #A11-00046

Dear Ms. Ossi:

Please be aware that Escambia County Ordinance 2011-3 contained a scrivener's error on page 31, under the maximum density allowed in residential categories for the Mixed-Use Perdido Key future land use category. That maximum density should read "25 du/acre" not 5 du/acre. I have provided a highlighted version of page 31 to better guide you to where that scrivener's error occurred. I have also included a copy of a letter from the Department of Community Affairs (DCA) in which they agree this was an inadvertent error made during the drafting process, with the "2" being left off the final versions.

By way of this letter, I request that Municode correct both the online and hard copies of our ordinances to reflect the intended maximum density as 25 du/acre.

Please contact me at the number above if there are any questions or concerns about this request.

Sincerely,

A handwritten signature in black ink, appearing to be "APR", written over a horizontal line.

Alison P. Rogers  
County Attorney

APR/ds  
Enclosures

cc: Charles R. "Randy" Oliver, CPA PE, County Administrator (w/enclosures)  
Doris Harris, Deputy Clerk to the Board (w/enclosures)  
T. Lloyd Kerr, Director, Development Services Department (w/enclosures)



			<p>intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:</p> <p>a) Residential – 8% to 25%</p> <p>b) Public/Rec/Inst. – 5% to 20%</p> <p>c) Non-Residential: Retail/Service – 30% to 50%</p> <p>Office – 25% to 50%</p> <p>Light Industrial – 5% to 10%</p> <p>In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:</p> <p>a) Residential – 70% to 85%</p> <p>b) Public/Rec/Inst. – 10% to 25%</p> <p>c) Non-Residential – 5% to 10%</p>
Mixed-Use Perdido Key (MU-PK)	<p>Intended for a complementary mix of residential, commercial and tourism (resort) related uses.</p> <p>Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.</p>	<p>Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).</p> <p>Up to 16% of the land in the</p>	<p><b>Residential</b></p> <p>Minimum Density: None</p> <p>Maximum Density: 5 du/acre (based on proposed zoning districts)</p> <p>Building heights in residential areas may be no more than eight stories, or two stories less than an adjacent</p>



STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

RICK SCOTT  
Governor

BILLY BUZZETT  
Secretary

May 6, 2011

Mr. Horace Jones, Division Manager  
Development Services Escambia County  
3363 West Park Place  
Pensacola, Florida 32505

Dear Mr. Jones:

The Department of Community Affairs (Department) has completed its review of an application for determination of scrivener's error submitted by Escambia County on May 6, 2011. The application requests the Department's opinion as to whether a scrivener's error occurred in the adoption of the 10-1ER Amendment. A scrivener's error occurs when the clear intent of the Board is to adopt a specific amendment (demonstrated through commission meeting minutes, commission meeting agenda packages, etc.) yet the amendment transmitted to the Department and incorporated into the local government's comprehensive plan is somehow different.

The application essentially alleges the County proposed in the 10-1ER package an assigned density of 25 units to the acre for Perdido Key. At adoption of the 10-1ER Amendment, the County inadvertently dropped the 2 from the 25, reflecting an assigned density of 5 units an acre for the Perdido Key land use category. Based upon this supporting material that was presented to the Board for discussion and consideration, the Department concurs that the Escambia County Board of County Commissioners was informed that the intended density was 25 units an acre. Therefore, the Department has determined that the typographical error is scrivener's error.

Please forward a corrected page for the public records, and the County should update their records accordingly. Should you have any questions, please contact Suzanne Lex, Planner, at (850) 922-0047, or Ana Richmond, Regional Planning Administrator, at (850) 922-1794.

Sincerely,

Ray Eubanks  
Plan Processing Administrator

ski/DRE

cc: Ana Richmond, Regional Planning Administrator

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100  
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

♦ COMMUNITY PLANNING 850-488-2358 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦  
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7958 (p) 850-922-5623 (f) ♦



## BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department  
3363 West Park Place, Pensacola, FL 32505  
(850) 595-3475 or (850) 595-3550 - Phone  
(850) 595-3512 - FAX  
[www.myescambia.com](http://www.myescambia.com)

May 5, 2011

D. Ray Eubanks  
Planning Manager  
Florida Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, FL 3239902100

Dear Mr. Eubanks:

Upon reviewing the EAR Based Amendments approved by the Escambia County Board of County Commissioners on January 20, 2011, it is our position that a "Scriveners Error" has occurred as it pertained to the Perdido Key Density. This letter and the supporting documents, detailing the error from the original adoption hearing on December 10, 2009 to the final adoption on January 20, 2011, are sent for your consideration to recognize this mistake as a "Scriveners Error".

On December 10, 2009, the Escambia County Board of County Commissioners approved the EAR Based Amendments that was transmitted to the Department of Community Affairs (DCA)

- The draft clearly states that "Residential densities" shall be pursuant to the regulations of the zoning districts with a maximum of 25 du/acre." On December 21, 2009 DCA received the transmittal package from Escambia County.
- Prior to the Dec. 10<sup>th</sup> adoption hearing, all the previous documents & drafts had the language. It was clearly understood by all that Perdido Key was to remain the same except for zoning categories name change only.

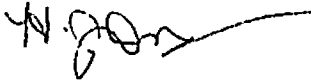
On February 19, 2010, Escambia County received the ORC report from DCA that identified a number of issues associated with the proposed amendment. In Objection 1, DCA objected to the changes to the land use categories stating that the Department was unable to determine the effect of collapsing the 35 Future Land Use Map categories into 13 categories. However, the Perdido Key density was not at issue as this area has been and still is governed by a density cap on the total number of dwelling units that can be developed. Therefore, there was no change from the 2020 FLUM Map to the 2030 FLUM Map or to the total development potential associated with the Perdido Key.

- Staff began the response with DCA prior to adoption. It was during this time, as numerous changes and modifications were underway within the Future Land Use Element that a mistake occurred, and went unnoticed by Escambia County, and DCA staff. This mistake resulted in the density by acreage being changed from 25 units to the acre to 5 units to an acre for the Perdido Key Future Land Use Map Category.
- A revised draft, with strike thru and underline, was approved by Escambia County on June 3<sup>rd</sup> 2010 and was sent to DCA. Inadvertently, the #2 was missing from the text in the Future Land Use Element Policy 1.3.1 governing the Perdido Key Mixed Use District. Apparently, the #2 was omitted in error when all the changes, revisions, and formatting was being done.
- This resulted in the density as 5 dwelling units an acre as being assigned to this area, and not 25 dwelling units an acre as originally proposed. Included with the letter is an Attachment 1 which is the copy of the material reviewed by the Escambia County Board of County Commissioners. In the "Response to the ORC" Section 1.A of the staff report, it was clearly identified by staff that the only adjustment made to the barrier islands, which include Perdido Key, was to more accurately reflect the boundary due to better GIS mapping. Furthermore, the staff report identifies the total density allowed by the land use categories under the 2020 FLUM and the 2030 FLUM. A comparison of the total development potential allowed in the Perdido Key land use category shows no change in the total development potential from the proposed and adopted amendment.
- Staff received a NOI from DCA on July 21<sup>st</sup> 2010. Our legal department with the legal counsel from DCA, began the negotiation process for the settlement agreement. Numerous meetings, phone calls, e-mails, and letters were sent back and forth. Primarily, our focus was on the issues outline in the conditions of the settlement agreement agreed upon by both parties Escambia County & DCA.
- On November 4<sup>th</sup> 2010, staff had prepared to the DCA transmittal package for approval by the BCC. Within the package that was prepared for BCC approval on Nov. 4<sup>th</sup> 2010, the #2 was included in the text. However, this Board Action was pulled from the agenda due to outstanding issues with the DSAP Boundary Map. It was re-scheduled to January. On Jan. 20<sup>th</sup> 2011, BCC approved the EAR Based Amendments for transmittal to DCA. Unfortunately, the draft with 2 missing was sent to BCC for approval to be forwarded to DCA.

From researching all the documents, it clearly was a scrivener's error/formatting error, and no density change was ever intended or identified in the staff report presented to the Board. Thus, the intent and understanding from all the documents and discussions with staff, Planning Board members, and the BCC were that the barriers islands (Perdido Key & Pensacola Beach) were to remain the same with the exception of the name changes for the old categories and improved boundary mapping. The 2009 version that was proposed and reviewed by DCA with a maximum density of 25 du/acre on Perdido Key was supposed to remain unchanged throughout the EAR Amendment Process. But, it did not due to a mistake in formatting & proofreading.

Again, we conclude that this was a Scriveners error and ask for your consideration in this matter  
If you have any questions or require additional information, please contact me.

Sincerely,



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CC: T. Lloyd Kerr, AICP, Director

